Tremonton City Corporation
City Council Meeting
October 18, 2022
Meeting to be held at
102 South Tremont Street
Tremonton, Utah

CITY COUNCIL WORKSHOP AGENDA
6:00 p.m.

1. Discussion for the Fiscal Year 2024 Budget
2. Overview of the 2022 Moderate Income Housing Plan
3. Review of the agenda items identified on 7:00 p.m. City Council Agenda
4. ***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***

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 – October 4, 2022

6. Proclamations
   a. Domestic Violence Awareness Month – New Hope Crisis Center

7. Years of Service Award

a. Kylie Sedgwick, Assistant Librarian – 5 years

8. Presentation
   a. Tremonton's 2022 Wellbeing Survey Report- Professor Courtney G. Flint, Department of Environment & Society, Utah State University
   b. Five Year Review of Tremonton City Accomplishments- Shawn Warnke, City Manager

9. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas.

10. New Council Business:
   a. Discussion and consideration of adopting Resolution No. 22-55 appointing Shawn Warnke as City Manager and approving the terms and conditions of a city manager agreement between Tremonton City and Shawn Warnke
   b. Discussion and consideration of adopting Resolution No. 22-56 ratifying the BR Mountain Road Subdivision development agreement
   c. Discussion and consideration of adopting Resolution No. 22-57 declaring certain found unclaimed personal property as surplus and authorizing the disposal of the property
   d. Discussion and consideration of adopting Resolution No. 22-58 authorizing the Police Department to purchase a 2023 1500 Silverado 4WD Pick-up Truck.
   e. Discussion and consideration of adopting Resolution No.22-59 approving the purchase of copy machines and service agreements from Imaging Concepts for the Police Department and Recreation Department and approving the purchase of copy machines and service agreements from Les Olson Company for the Library and the Civic Center

11. Calendar Items and Previous Assignment
   a. Review of calendar
   b. Unfinished Business/Action Items

12. Reports & Comments:
   a. City Manager Reports and Comments
      1. Updates on subdivisions with septic tanks adjacent to Tremonton City's incorporated boundaries
   b. Development Review Committee Report and Comments
      1. Updates on land use applications
   c. City Department Head Reports and Comments
      1. Updates on Tremonton City Road Projects
   d. Council Reports and Comments

13. ***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

14. 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 October 15, 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 October 15, 2022.

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Linsey Nessen, CITY RECORDER

TREMONTON CITY CORPORATION
CITY COUNCIL MEETING
OCTOBER 4, 2022

Members Present:
Connie Archibald
Wes Estep
Bret Rohde
Rick Seamons
Lyle Vance
Lyle Holmgren, Mayor
Shawn Warnke, City Manager
Marc Christensen, Assistant City Manager
Linsey Nessen, City Recorder

CITY COUNCIL WORKSHOP

Mayor Holmgren called the October 4, 2022 City Council Workshop to order at 5:03 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Archibald, Estep, Rohde, Seamons, and Vance, 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.

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

The Council moved into a closed session at 5:03 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 Archibald to return to open session. Motion seconded by Councilmember Estep. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

The Council returned to open session at 6:53 p.m.

2. Time permitting, review of the agenda items identified on 7:00 p.m. City Council Agenda

The meeting adjourned at 6:53 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Holmgren called the October 4, 2022 City Council Meeting to order at 7:01 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, Seamons, and Vance, City Manager Warnke, Assistant City Manager Christensen, and City Recorder Nessen. The following Department Heads were also present: Fire Chief Robert LaCroix, Public Works Director Paul Fulgham, and Police Chief Dustin Cordova.

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 Vance and the Pledge of Allegiance was led by Councilmember Archibald.

2. Introduction of guests: Mayor Holmgren welcomed those in attendance, including all the youth and their parents as they honor students for their accomplishments.

3. Declaration of Conflict of Interest: None.

4. Approval of Agenda:

   Motion by Councilmember Archibald to approve the agenda of October 4, 2022. Motion seconded by Councilmember Estep. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

5. Approval of minutes – September 20, 2022

   Motion by Councilmember Rohde to approve the minutes of September 20, 2022. Motion seconded by Councilmember Seamons. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

6. Years of Service
   a. Ashlea Wilcox, Assistant Librarian – 10 years
   b. Debby Carter, Assistant Librarian – 10 years

   A bio was read on each and Mayor Holmgren thanked them for their service.

7. Presentations:
   a. Tremonton City Citizenship Award to Elementary Students

Councilmember Archibald said we as a Council have been discussing the importance of good citizenship. A lot of that has to do with what happens in the home so we thank you as parents for doing what you can to instill within your child what it means to be a good citizen. We need lots of good citizens in order for this town to grow and flourish. We want to grow in a positive direction with people who know how to be good citizens. Tonight, we are starting a tradition that on the first Tuesday of every month, we will recognize our Tremonton Schools and a student from each grade (McKinley and North Park elementaries, and the Alice C. Harris Intermediate). The schools have identified students who have demonstrated that in September. Thanks to those who are here. Mayor Holmgren then announced each of those students. They were given a certificate and took a picture together.

b. Recognition of Tremonton City Fire & EMS Department- Brandon Thueson, Brigham City Fire Chief

Brigham City Mayor DJ Bott thanked the Council for letting them attend to present this award. We are here to show some love for Tremonton City and the fire department. We appreciate the relationship and brotherhood our two departments have. I appreciate the friendship that we have as mayors and our two city councils and how our cities work together. Brigham City Fire Chief Thueson said thanks for having us. Our two departments are similar to a family. We do not let distance separate us and we work closely together. We greatly appreciate the support your fire department has shown our community. There have been numerous times when I have had to call Chief LaCroix and say I am in desperate need of an ambulance or I need this or that and he has always been more than willing to accommodate us. We try to do the same for you. That relationship back and forth is a great thing and ultimately helps both of our communities to provide the services we need to in a demanding world. We are trying to keep up with growth and call volume. I want to say thank you. Chief LaCroix is a great chief and I appreciate his professionalism, background, and our working relationship. Even on our firefighter level and how well they work and get along with each other when we are on incidents. That is amazing to see. We want to present to you a plaque that expresses our appreciation to the Tremonton Fire Department. Chief LaCroix said Chief Thueson has been a great help for me, too. I call him regularly to get advice on things and help each other. He has been a great partner. Mayor Holmgren thanked all the department heads. We have great people working for us in the City and it is an incredible thing to watch and be a part of.

c. Future road project in Tremonton City and possible funding sources

Manager Warnke said as part of the budgeting process, we look at roads. Several years ago we set up a fund, the Transportation Capacity Fund. The idea was to put money in there from the General Fund to pay for future road projects. Once we have identified the projects the Council wants to do, we can evaluate those costs. We are in a very inflationary environment, especially as it relates to construction.

Materials and costs have increased. Our City engineer showed me estimates from February 2021 and said at this point we can expect a 30% increase. If you identify projects you want to consider, we could have him re-evaluate those projects and tune up the numbers. Director Fulgham then walked the Council through some proposed projects. Since 2019 the City has set money aside each fiscal year for road projects and earmarked it for chip seal because of secondary water and cutting the roads. One measure to mitigate the loss of integrity in that road is to put a chip seal on it. Once a road is cut, it is never the same. The more projects we bid out, the lower the unit cost is so we can get more done for less dollars. We would put out a big chip seal project. Manager Warnke added that each time a subdivision is approved, developers pay a fee in lieu for chip seal. Director Fulgham said T Squared is slated to come this winter/spring and do a survey of our streets and rate them. We get a report on the remaining surface life. They will evaluate sidewalks and street signs, too, for a couple thousand more. Manager Warnke said I think we have $1.8 million available in our Transportation Capacity Fund and am estimating $650,000 from fiscal year 2022. At the end of each fiscal year the Council adopts a resolution that amends the budget. State statute allows no more than 25% of the General Fund revenue to be retained there so we allocate where to move that. About 40% of the General Fund balance is moved to capital projects. We have an obligation to keep a certain level of service in our roads. If we use the chip seal funds somewhere else that project could suffer. When asked about the timeline, Director Fulgham said we bid in January for a better price and to get on their schedule. Roads can be built as soon as it dries out and chip seal has to be done in the hotter months. Councilmember Vance asked if T Squared could come out by December so the Council can make better decisions. Director Fulgham will look into that.

Director Fulgham said 10th North is a big project (2300 West to the UDOT road shed). There are different issues to deal with, including crossing the canal, curb and gutter rebuilds, and slope issues. We have identified the slope easements we need and now have to acquire them and accommodate their driveways. The first leg of it is 2300 West to 2660 West , which would cost nearly $800,000 to do that first part with curb, gutter, and sidewalk. Manager Warnke said we would hire an acquisition agent to talk to the property owners along there to get permission for a fill that is related to the structure of the road. Our engineer is looking at the possibilities of just repaving portions of 1000 North also. We could pulverize the surface and grade it based on the elevation of this new road, widening it and then look at what it would cost to pave it. This is an alternate measure to address some of these needs quicker and if it is really a strong option or not. Director Fulgham said this road would be beefed up to four inches thick to handle truck traffic even though we want to limit that. Manager Warnke said minor arterial roads are usually 80 feet, but this is an alternative that is a 66-foot right-of-way. The intersection at 1000 North and 2300 West is where it narrows down. This section from 2660 West to Country View Estates Drive is where we get into quite a few slope issues. That cost would be about $2 million. Director Fulgham said the next section would go out to our City limits and the State road sheds. This flattens out

and those elevations would be easy to pulverize and repave. The middle section with the slopes is where it is tricky. We could pulverize and repave the existing width asphalt thickness from 2300 out. It would make the road smooth and drivable, but it would not make the walkability any better. It is the same 26-foot width road. The total cost for those sections is $7.3 million.

Manager Warnke said we have an active construction site on the south end of town where we are reconstructing a portion of Rocket Road, which is a minor arterial. We are trying to widen that out to 80-feet. Some existing development to the west makes it difficult, but it opens up and runs parallel with the interstate. We are actively working to acquire right-of-way there and have met with Elwood to coordinate going east. As development occurs, we can evaluate what the impact will be on the City and require developers to pay for improvements based on their impact. We have negotiated what improvements are needed. These developers cannot improve their frontage until we are able to move the power line. Rocky Mountain Power will move those at no cost to the City. The daily traffic study shows about 6,000 trips per day. We anticipate a lot of traffic there because it is a good bypass to Main Street and has potential to carry a lot of traffic.

Manager Warnke said 1650 West Main is a corridor preservation project that was a contemplated acquisition and involved multiple property owners to acquire land for a collector road. It is next to Stotz Equipment. Our traffic plan identified the need for a corridor that would run parallel to the interstate and tie into Iowa String. It needs to be 66 feet and expand to 71 feet at the intersection to accommodate all turning movements. If a property owner came to develop this property we could not require them to build a road since they had access onto Main Street so as part of those negotiations we committed to building the road by 2025. When we acquired this property, we were given five years. The cost will be about $990,000. A portion of this is impact fee eligible.

Director Fulgham said the lower half of Iowa String needs to be pulverized and repaved so we can bring it up to four inches since we have so much truck traffic there. This is a 66-foot right-of-way. In the future as we add curb, gutter, and sidewalk there will be no on street parking. Manager Warnke said a lot is intact, but there are some soft spots that could be patched.

Manager Warnke said there is the need for a traffic light or a roundabout at the intersection of SR-13 and SR-102, which are State roads. This is not Tremonton's obligation, but it is our residents who use this facility every day. UDOT requests cities to participate because they have a long list of projects that need to be addressed with limited funds. If we can help then it is possible to realize these improvements sooner. Residents have expressed concerns about this intersection so we asked UDOT to evaluate it and they realized it met warrants for a light or some traffic control device. Further south, the intersection at Maverik and Texaco also met warrants—that one was for safety and ours met warrants on delays and capacity. They did a study to evaluate different alternatives. As part of this study,

they looked at different criteria and the cost associated with it. The cost to construct a traffic light is $3.4 million while a roundabout is $5.2 million. There are no funds earmarked for this project.

8. Public comments:

Karen Stokes said the most outstanding place in Tremonton is the museum. We are an event center and we also have a theater on the second floor. There is good variety there. This year we hosted the North Box Elder County Daughters of Utah Pioneers and served lunch. We also sent out letters to all our schools for fourth graders since they study Utah history. They were invited to participate and learn about pioneer life. They used appliances and made homemade ice cream. The kids loved it. They also pulled or sat in a handcart. It was a great time. We have one problem in the museum and that is that awful tree that is right up front. Marlene Coombs was asked by Mrs. Stokes to talk about the tree. She said you have so many decisions to make and we hope this one is not too hard for you. We know that tree lined streets beautify a city, but the tree on the east side that blocks our sign is very dirty. We clean up behind that all year round. We feel this museum is really a great feature in your city. Our visitors rave about that fine institution. So many of our own people here ask where the museum is and that is a shock to us. Removing the tree would allow people to see the signage and we could get more patrons that way. We could also improve it even more if we did not have to spend so much of our time cleaning up outside and the mess that is tracked inside from the tree. We request the tree be removed. We want you to give some serious consideration to that.

Resident Mike Ransom, who lives on Tremont Street, showed the Council his water filters. I took these two out this morning and that is three weeks' worth of water coming from the culinary water pipe. I have a well so I do not use secondary. This is the culinary water I am getting from the City. In California I changed my filters twice a year, but I am doing that much more often here and they are not cheap. I think your engineers replaced the water pipe across the street. The meter to my house was old so I had that replaced. This is what comes directly to my filter. I have a UV filter and water softener and would appreciate some help in getting cleaner water. Director Fulgham will follow up.

Resident Troy Forrest said I would really encourage you to do 1000 North. Since I have moved in there are 52 new houses above us. That is a lot and that does not even include the subdivision behind Diana Doutre. I ride the road on my bike on a daily basis and it is deteriorating right before your eyes. As we go through another freeze frost cycle this winter, it is going to continue to come apart because there are cracks all over it. I can see you are constrained by money, but would love to have it prioritized, even if it is just a repave, that would make a huge difference. That is a huge recreation corridor because it is the only hill in Tremonton where people can get aerobic exercise for running or biking. Sooner or later, we will have an incident and at 40 MPH they will not survive. There are a lot of kids there. This is something we need to look at and finish. That would give us a recreation corridor with an eight-foot sidewalk that even more people will use. People want a place to walk and ride bikes. The traffic is increasing and the truck traffic is increasing, too, even though we have signs posted. Thanks for the time, I appreciate it and realize you have a tough job to try to prioritize these.

Resident Russell Scott said I have emailed back and forth with Mayor Holmgren about 1000 North. That road is horrible and it needs to be fixed. When I was coming home there was a guy riding a bike on the side of the road and as I went to go around him a semi was coming over that hill. It was that close. An accident is going to happen and we need to stop it before it does. About the number of homes being built, one of the concerns is our area—Country View Estates and off to the side of Look Out Point subdivision there are 60 homes in there with families and we only have one entrance and one exit. That is a safety issue. When we built in 2007, we were told there was a secondary access going to be built and it never happened. Please do something for that road and us up there. We are a part of Tremonton, too.

Resident Bruce Hancock said I live up on the hill, too. I have been there for almost 22 years. We need to prioritize that road. If we do not fix that we are going to be back in the same situation we were in five years ago with the drainage. The last rain storm washed a lot of rock over that road and made it miserable. If you go west at 2300 it necks down and because of all the potholes on the north side everyone skirts to the south. I encourage you to fix that. I own a trucking company and all the drivers know the short cuts because we have been doing it for years. I try hard to keep my semis off there and my guys know what it does to the roads. In the same breath, you need to realize that with my trucking company I spend $75,000 a year registering and paying impact fees for my fleet of 16 trucks. When people complain about the big trucks, they need to realize we pay more than our fair share into taxes and roads. It is not cheap for us to operate these things. We also try to be very respectful. We built a new facility and did our due diligence to make sure we were not making more of an impact at the road where we wanted to build and it was the right move. I feel the City needs to reach into their pockets however they need to and get the road done. When I built, I was told I do not need a fire suppression system and all of a sudden three fourths of the way through I was forced into that even though I had already paid $100,000 to bring an eight-inch line with fire hydrants along our property. I was told I had to do this and it did not matter the impact to me as a business owner or what it would do for me. I had to pull it out of my budget to make them happy, which took away the pavement I wanted to put down that would have benefited me and my drivers a lot more. That is a beef I have. I walk that road and there are a lot of people who use it for exercise. We need to do that. That is a high priority road for me. Nothing has been done in 21 years other than rearranging the gravel. It needs to be done.

Mayor Holmgren said we will follow up on this, but it is a process and we need to prioritize. We will keep you in the loop on everything. Manager Warnke said the next piece of information the Council will receive that will be helpful in the decision-making process is the engineering analysis from our City engineer. That will determine if we can pulverize and replace it and what that cost looks like. I am interested to see what the alternative is. We know the surface life of that has been surpassed and we need to do something. That is the most efficient way to fix and address the issue and continue to use that asphalt as we expand it to the full right-of-way width.

Resident Diana Doutre said I talked two weeks ago. I know the pulverizing is the

cheapest way and we are kind of like we will take anything we can get, but really, I think if we went ahead and did at least the full thing from 2300 West to 2660 West we could live with a lot of the other stuff. That road is so terrible and dangerous. That would help so much and maybe we can patch and do some other things farther out. That would be the best in my opinion. The Council agreed that is realistic. Doutre said maybe we can meet in the middle. We all understand that $7 million is impossible, but if we can get some really solid stuff put in that first part where we are so worried and concerned that would help. Councilmember Vance said I totally agree I think that is the reasonable thing to do based on the limited budget we have.

Mayley Forrest said it is a 40 MPH road and it is so scary. I drive a school bus up that road and it narrows and you have the sun in your eyes.

Mayor Holmgren said thank you for sharing your concerns and spending time with us, that is when things really get done. Thanks for giving us direction, we appreciate it.

9. New Council Business:

a. Discussion and consideration of approving the August Financial Statements

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

b. Discussion and consideration of approving the August Warrant Register

Motion by Councilmember Archibald to approve the August Warrant Register. Motion seconded by Councilmembers Estep and Rohde. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

c. Discussion and consideration of adopting Resolution No. 22-52 approving a bid for the street sweeper

Director Fulgham said we got three bids. The Johnson Sweeper is the same one we have had the last two times and it would cost $314,170. The whirlwind was $337,090 and the Temco was $350,435. We have had good luck with the Johnson Sweeper and that is a good fit for our guys. The chassis is on a freightliner, which is good since we have a freightliner repair shop in town. We bought our last one in 2008 for $160,000. Our goal is to trade it out every 10 years, but we pushed and pushed and now it is time. It has lived a life. There are not a lot of miles on them since they go less than 5 MPH, but it is the wear and tear. Our suggestion is to go with the Johnson Sweeper at $314,000. We budgeted $225,000 and were surprised how things have gone up. If the Council approves this, we have to move money to subsidize the cost. Manager Warnke said we have the funds, but it is coming out of capital equipment and eliminates those. We do have some police vehicles that are scheduled to be replaced. That is what is in jeopardy. Director

Fulgham said the payment is not due until delivery. I have scheduled one to rent for two months for clean-up. We will see where we are at in receiving it and if we need to rent in the spring, too.

Motion by Councilmember Vance 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 - aye. Motion approved.

d. Discussion and consideration of adopting Resolution No. 22-53 approving a cooperative agreement for consolidated dispatch services in Box Elder County

Chief LaCroix said we have been doing this for years, it is the same agreement and nothing has changed. I asked questions and was assured if a cost were to come up, a committee would determine what each city would pay and you would vote for another amendment. Given everything, we are good to sign this agreement. I will sit on that advisory committee.

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

e. Discussion and consideration of adopting Resolution No. 22-54 approving amendments to the Tremonton City Personnel Policies and Procedures Manual including Section: XIII: Compensation Planning and Section XVI: Benefits

Manager Warnke said if you approve this resolution it would increase some of the employee awards by $50. This is a way we can build morale through years of service or merit awards based upon them being recognized for their actions.

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

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

The Council was reminded of the Utah League of Cities and Towns Annual Conference. They also discussed who would be attending which meetings for surrounding towns in order to discuss the Senior Center.

    b. Review of past assignment: None.

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

Manager Warnke said we are finishing up developments that have been approved, but still need to put the development agreement together and finalize some of their construction plans. There is still work going on, but not a lot of new applications.

c. City Department Head Reports and Comments: None.

d. Council Reports and Comments

Councilmember Rohde thanked Mayor Holmgren. You have done a good job of communicating with the public, we have better communication going on. I have seen your newsletters and all your work. I appreciate all you are doing.

Mayor Holmgren said the Trick or Treat on Main Street is coming up and they plan to hand out candy as a City at Midland Square. They are looking for volunteers to do that. The Police Department will have all hands on deck with traffic. Mayor Holmgren also thanked Councilmember Archibald and Sara Mohrman for a successful year with the Farmers Market. They did a fantastic job.

12. ***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

13. Adjournment.

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

The meeting adjourned at 9:16 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 continue to look into the cost of road projects and provide resources to help the Council make decisions on which projects to prioritize. They will also look into a tree that is being asked to be cut down in front of the Museum.

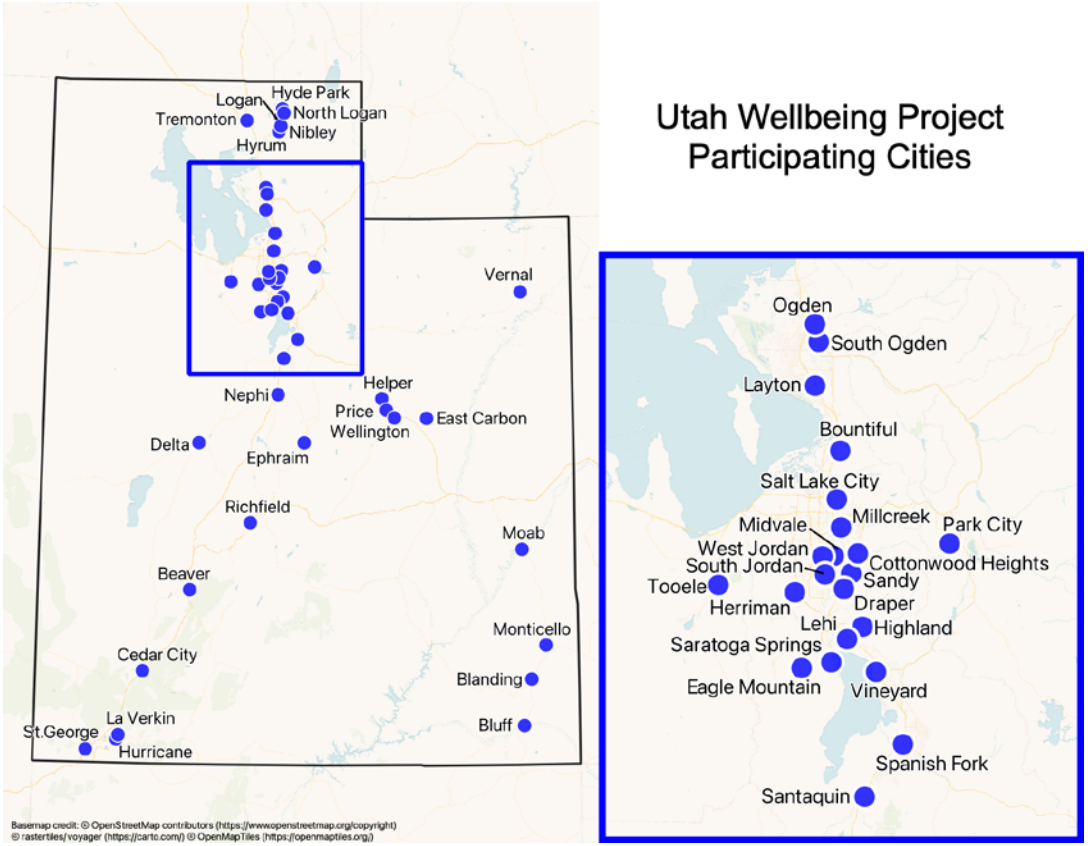
Wellbeing in Tremonton

Results from 2022 Utah Wellbeing Survey

Utah State University

September 2, 2022

Utah Wellbeing Project Participating Cities



Project Goals:

- To provide Utah city leaders with information on the wellbeing and perspectives of residents to inform planning processes and decision making.
- To support comparative research on wellbeing
- To bridge efforts by UT Dept of Health, Get Healthy Utah, UT Dept of Transportation, & Huntsman Cancer Institute

https://www.usu.edu/utah-wellbeing-project

2022 Report is Online Now!

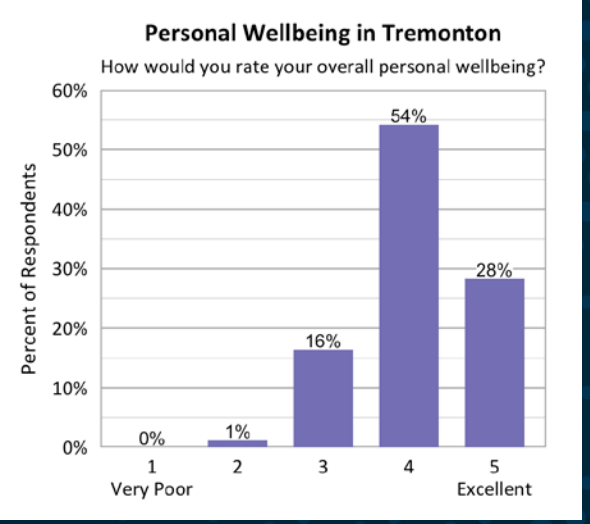
Tremonton Wellbeing Survey

- Online Qualtrics Survey
- No-cost partnership with Tremonton City for recruitment
- 337 surveys in 2022

Demographics:

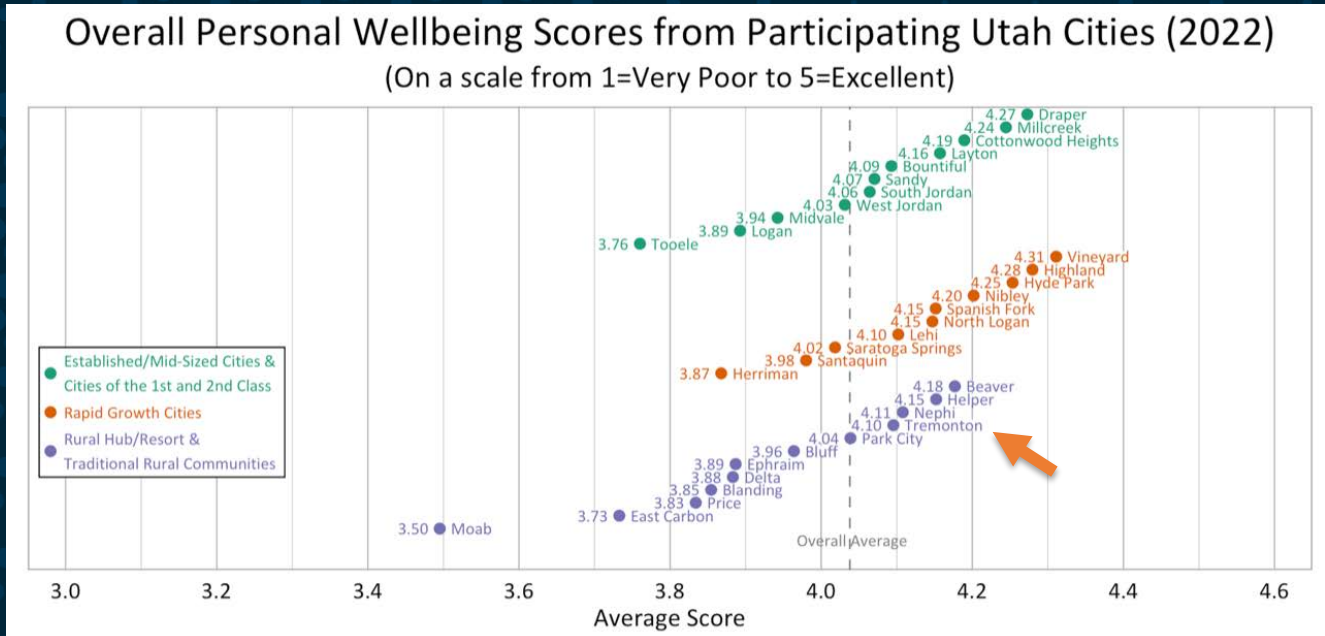
- 96.7% full time residents
- Average length of residence 19.6 years
- 23.4% lived in Tremonton for 5 years or less
- Survey underrepresents males, Hispanics/Latinos, those without a college degree, those unmarried, those who rent, those who are unemployed, those without children, those with incomes $25,000-$49,999, and those age 18-29.

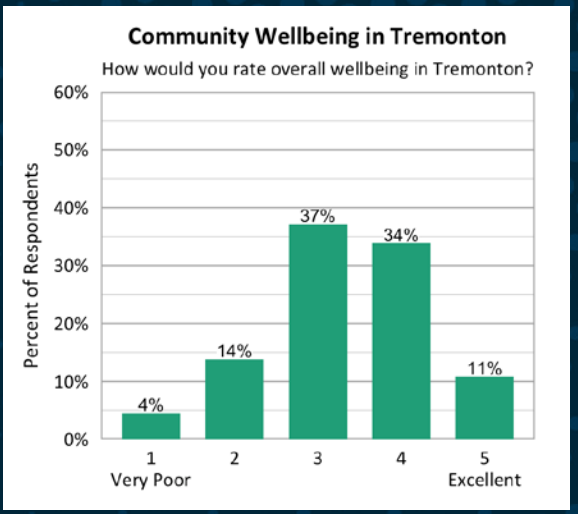
Personal Wellbeing in Tremonton



AVG 4.10

82% said 4 or 5

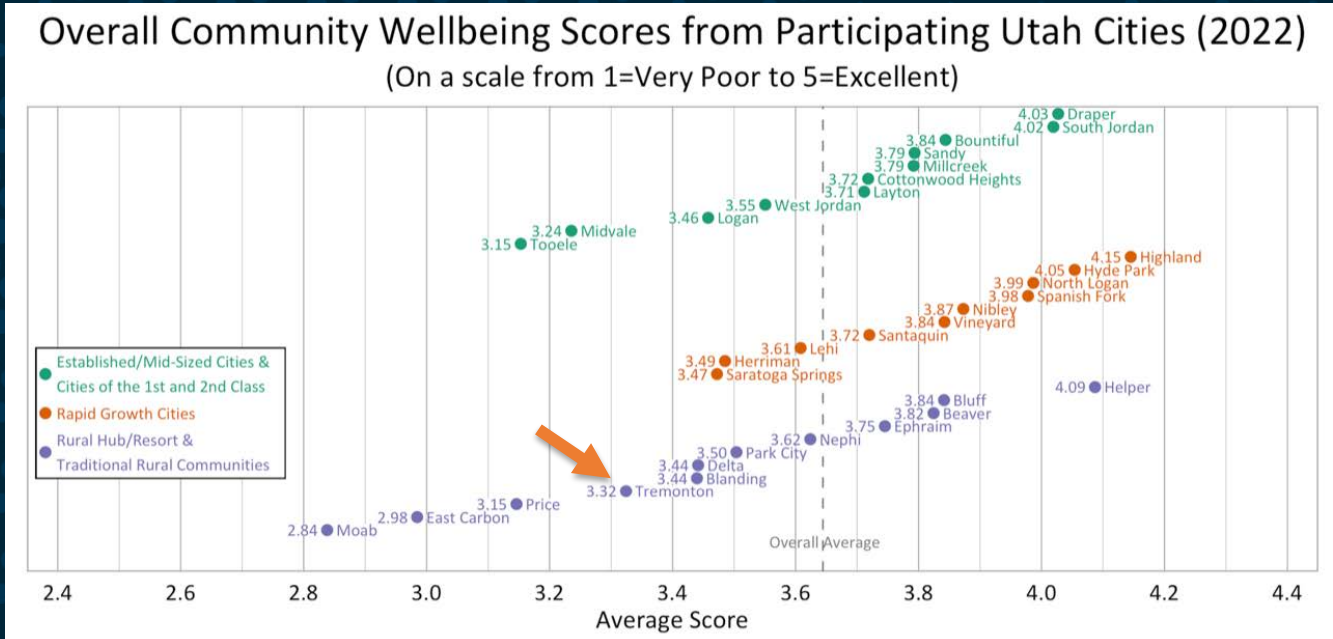


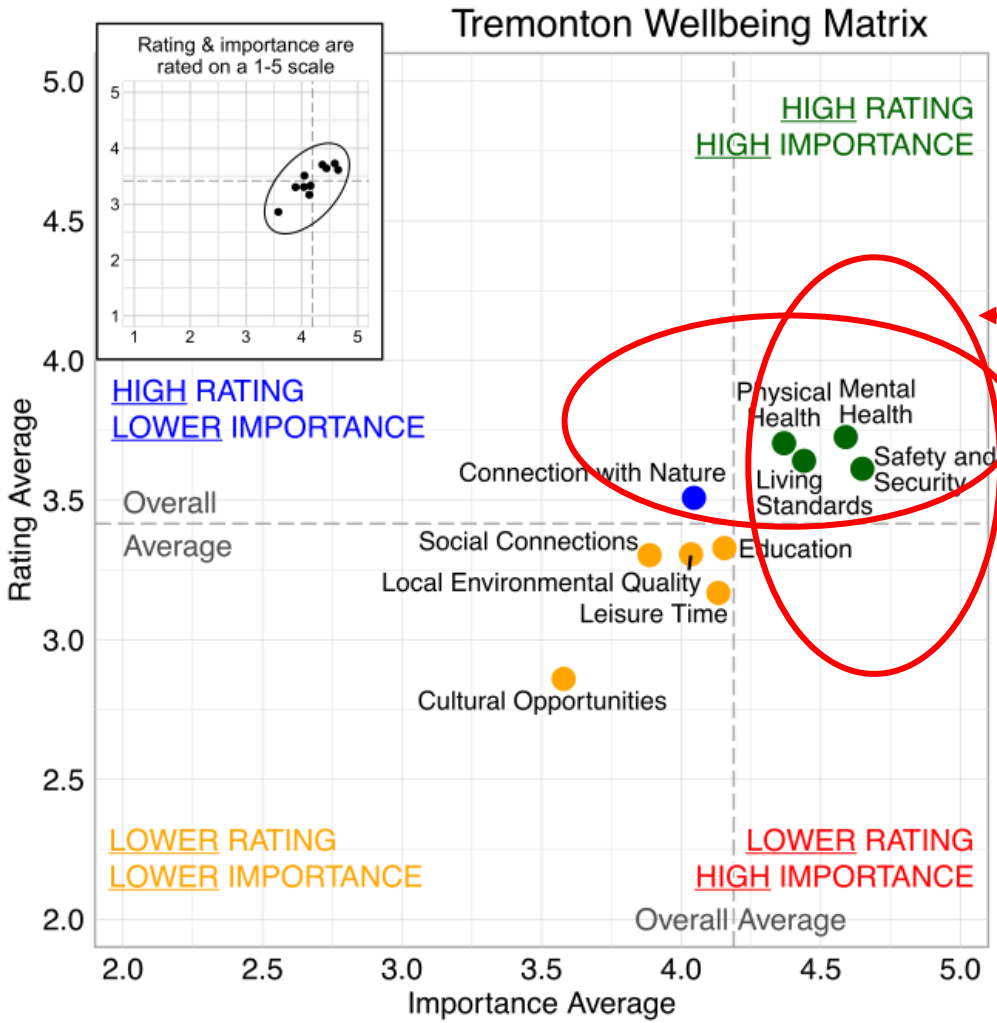


Community Wellbeing in Tremonton

AVG 3.33

44% said 4 or 5

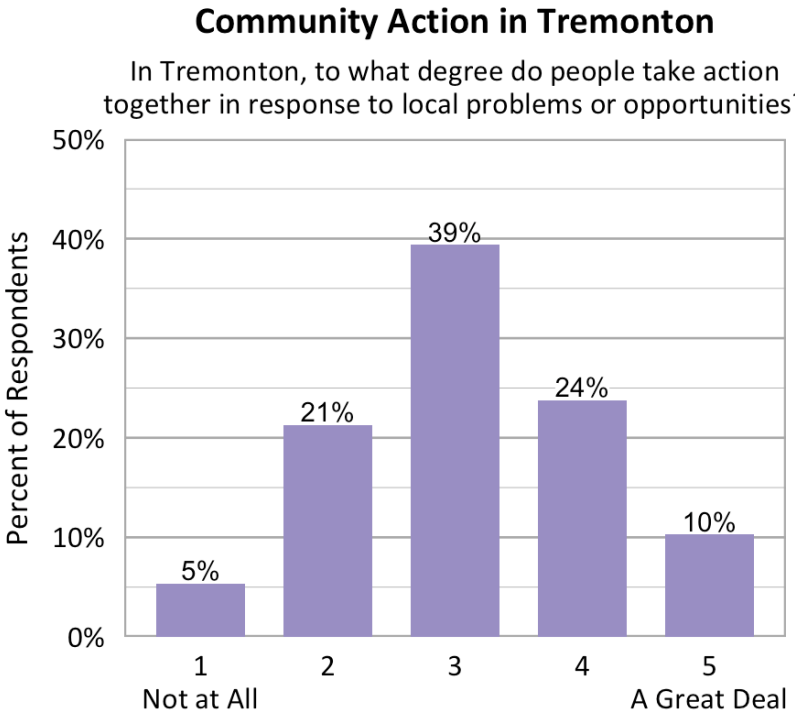


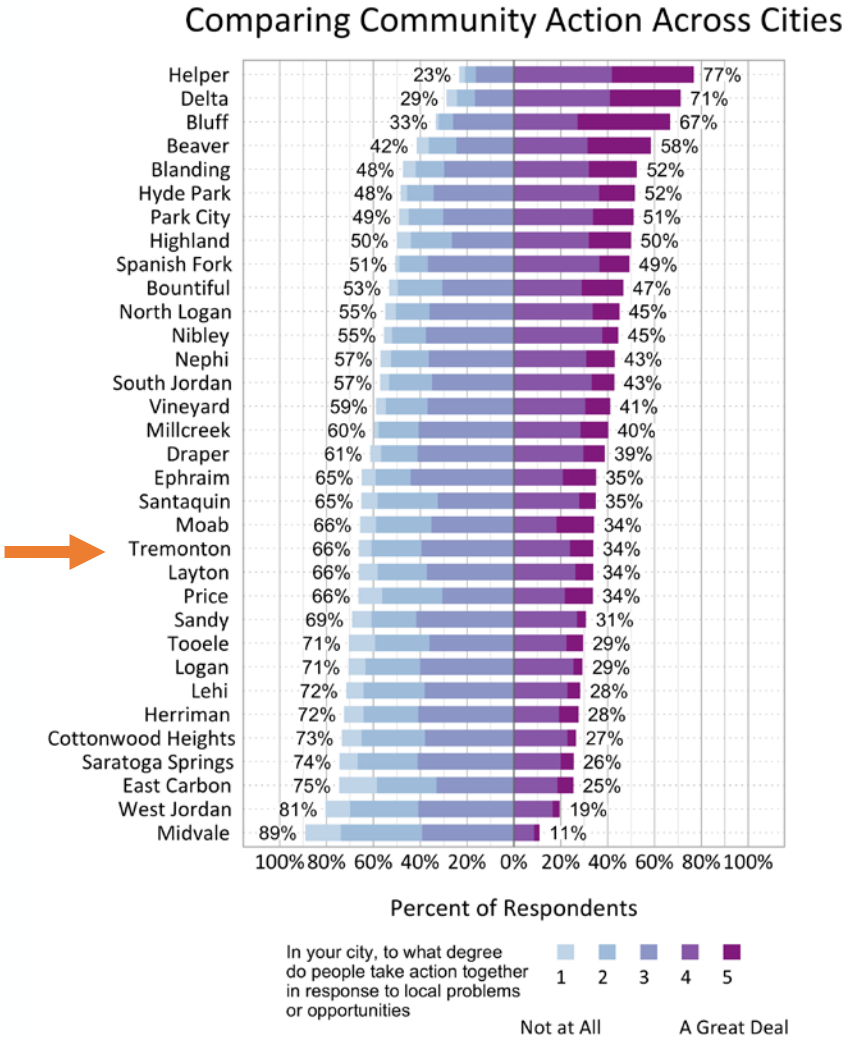


Highest Rated Domains

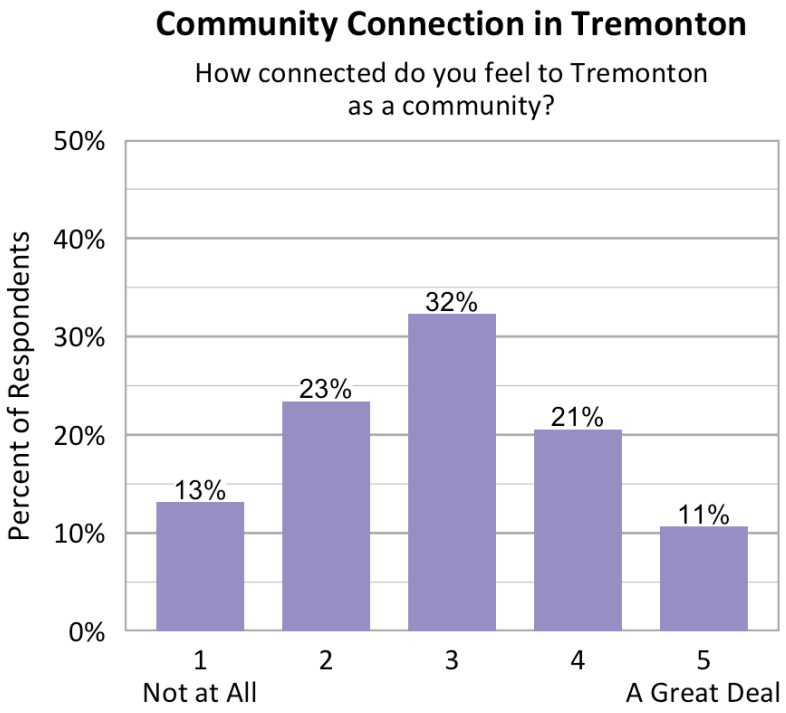
Most Important Domains

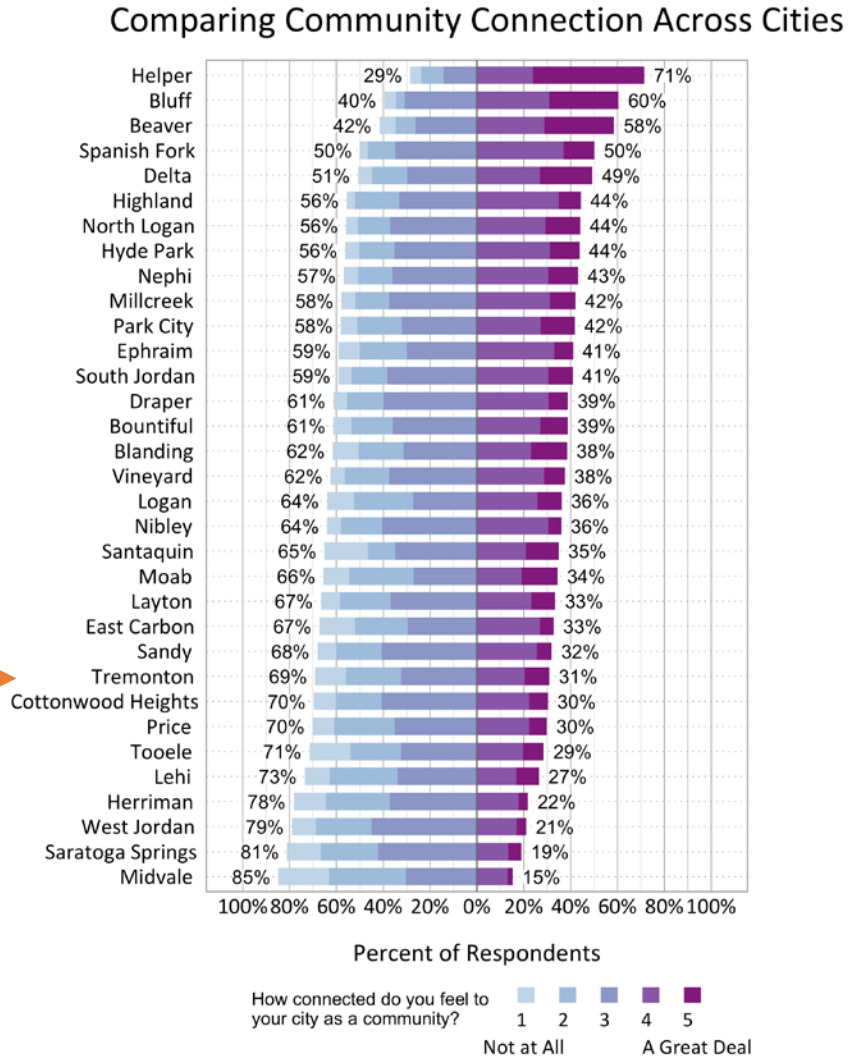
Community Action in Tremonton

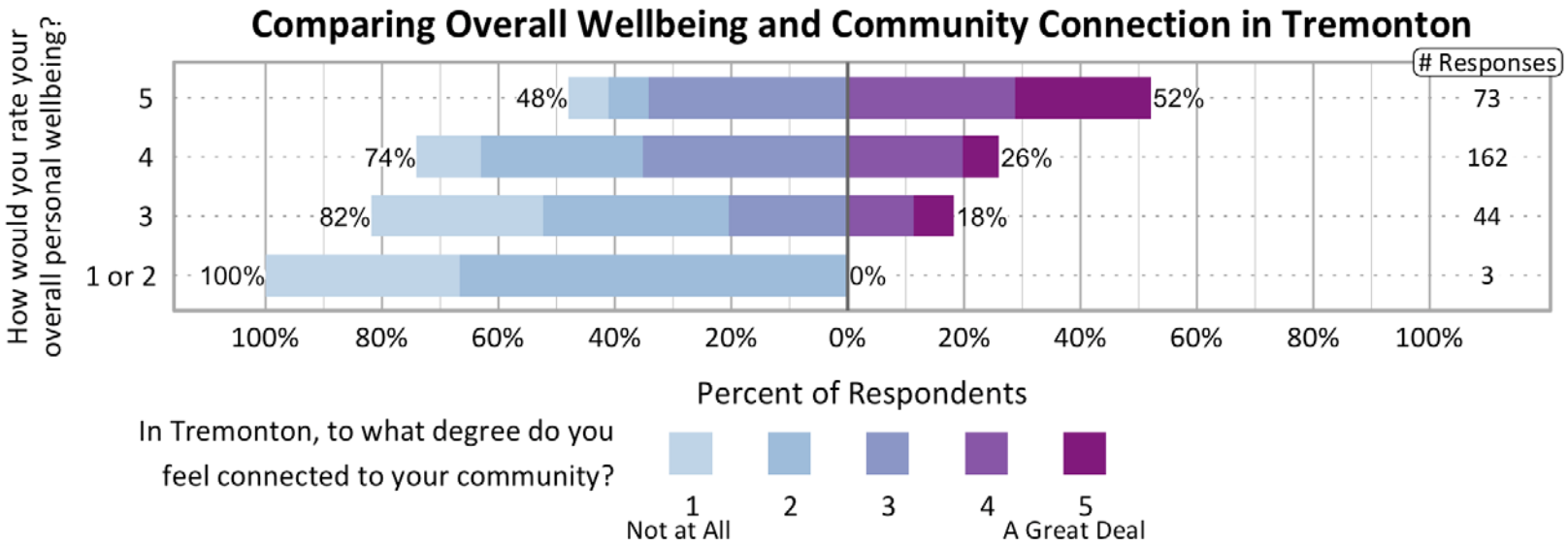




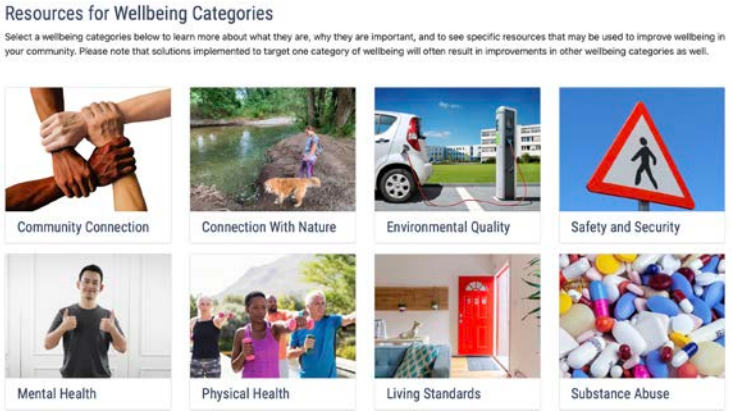
Community Connection in Tremonton







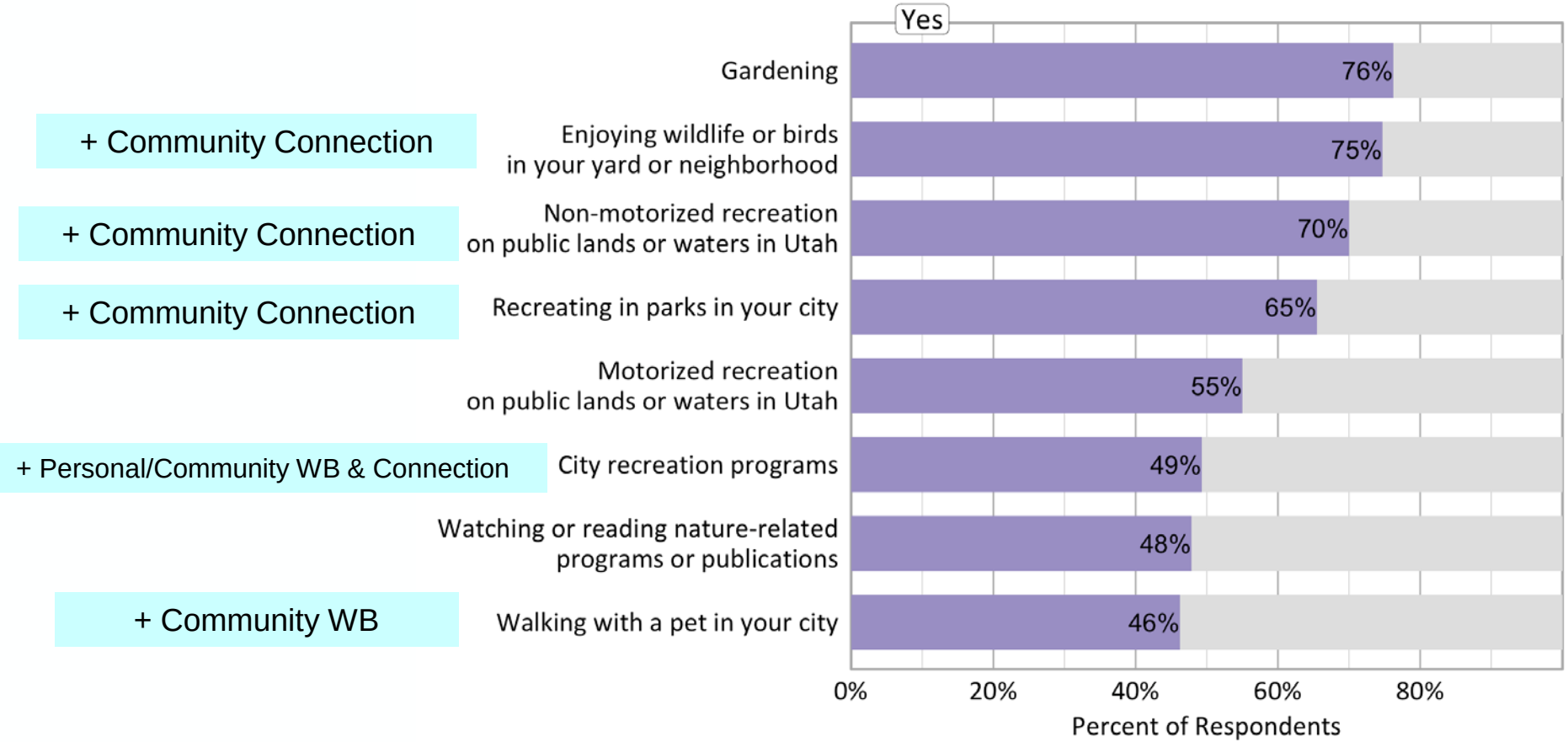
Wellbeing Resources on Website



https://www.usu.edu/utah-wellbeing-project/resources

Participation in Recreation and Nature-Based Activities in Tremonton

Have you participated in any of the following activities during the past 12 months?



+ Community Connection

+ Community Connection

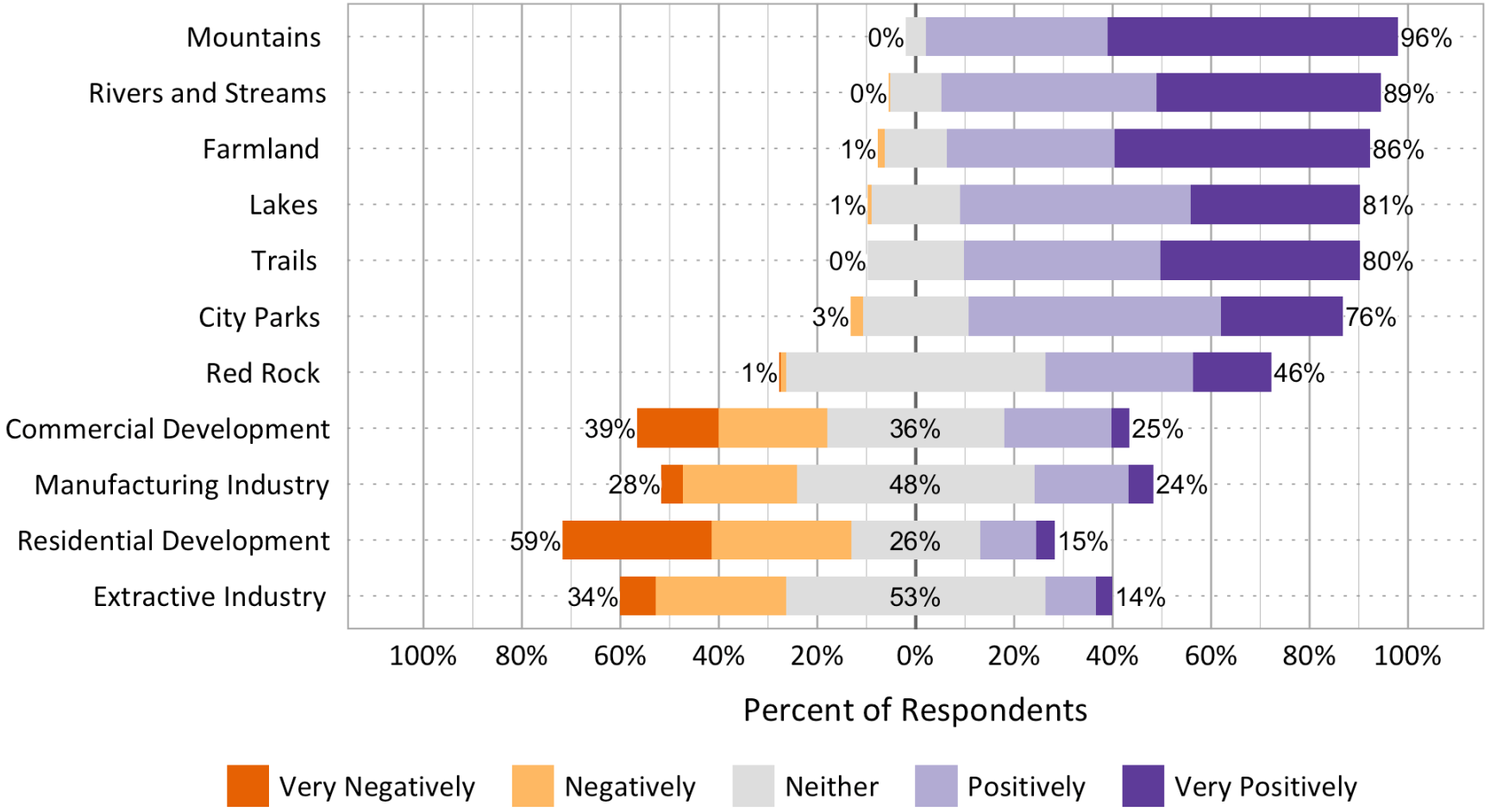
+ Community Connection

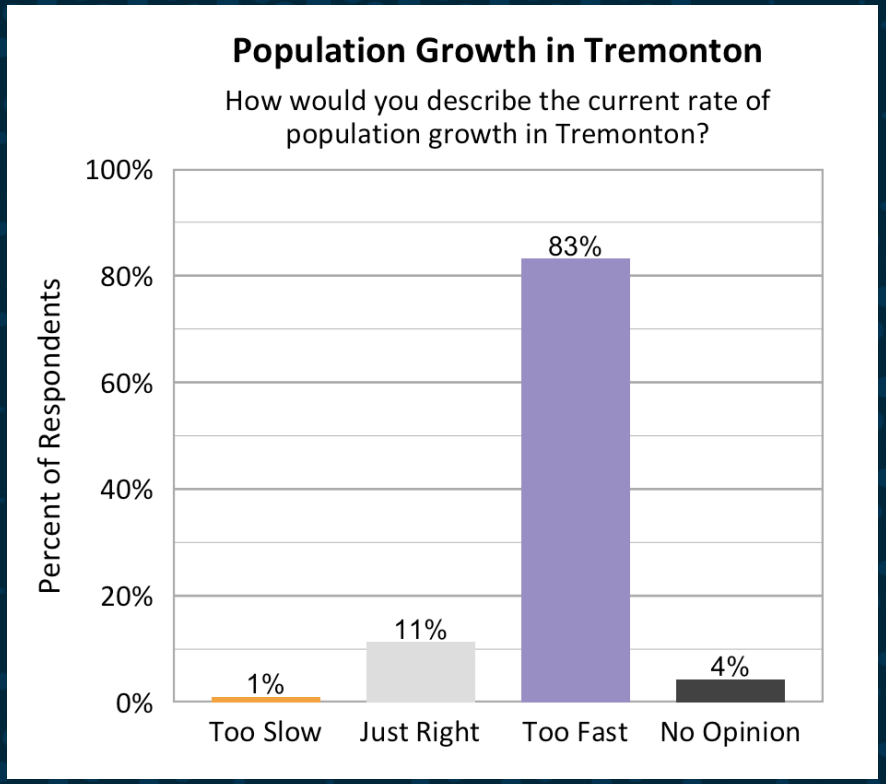
+ Personal/Community WB & Connection

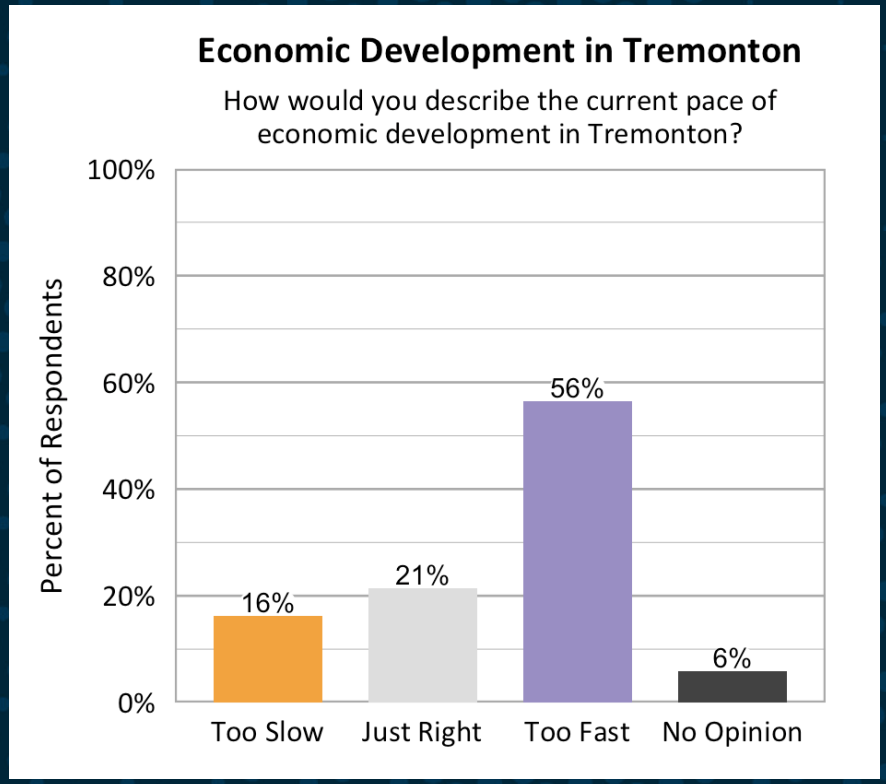
+ Community WB

The Role of Landscape Features in Tremonton Residents' Wellbeing

How does the presence of the following landscape features influence your wellbeing?

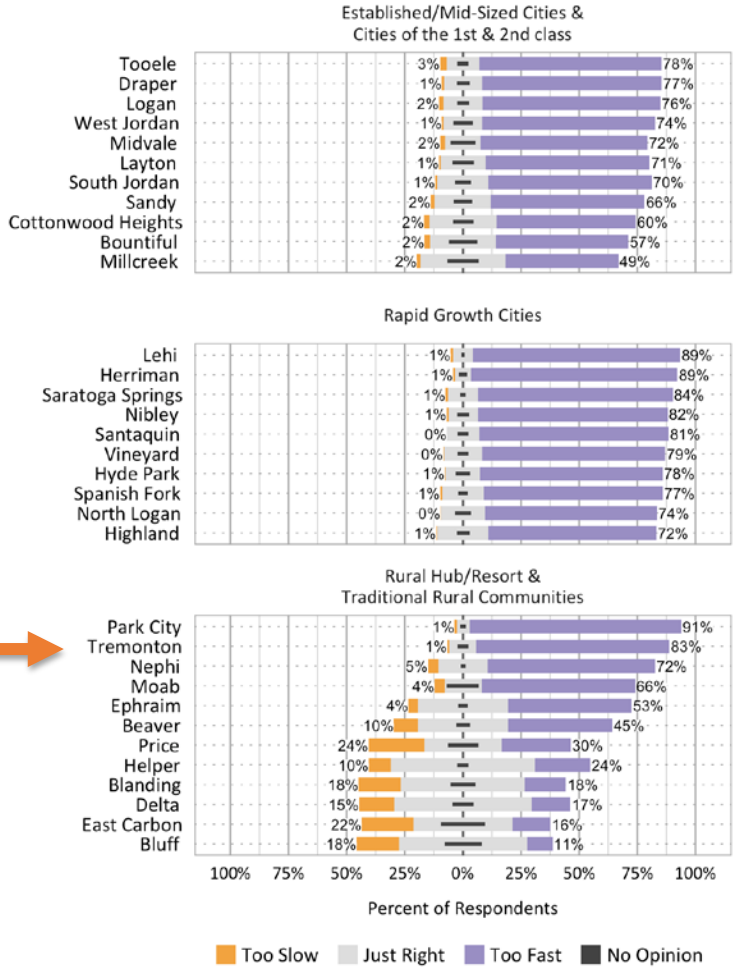



Population Growth in Tremonton
How would you describe the current rate of population growth in Tremonton?
Percent of Respondents
100%
80%
60%
40%
20%
0%
1%
11%
83%
4%
Too Slow
Just Right
Too Fast
No Opinion


Economic Development in Tremonton
How would you describe the current pace of economic development in Tremonton?
Percent of Respondents
100%
80%
60%
40%
20%
0%
16%
21%
56%
6%
Too Slow
Just Right
Too Fast
No Opinion

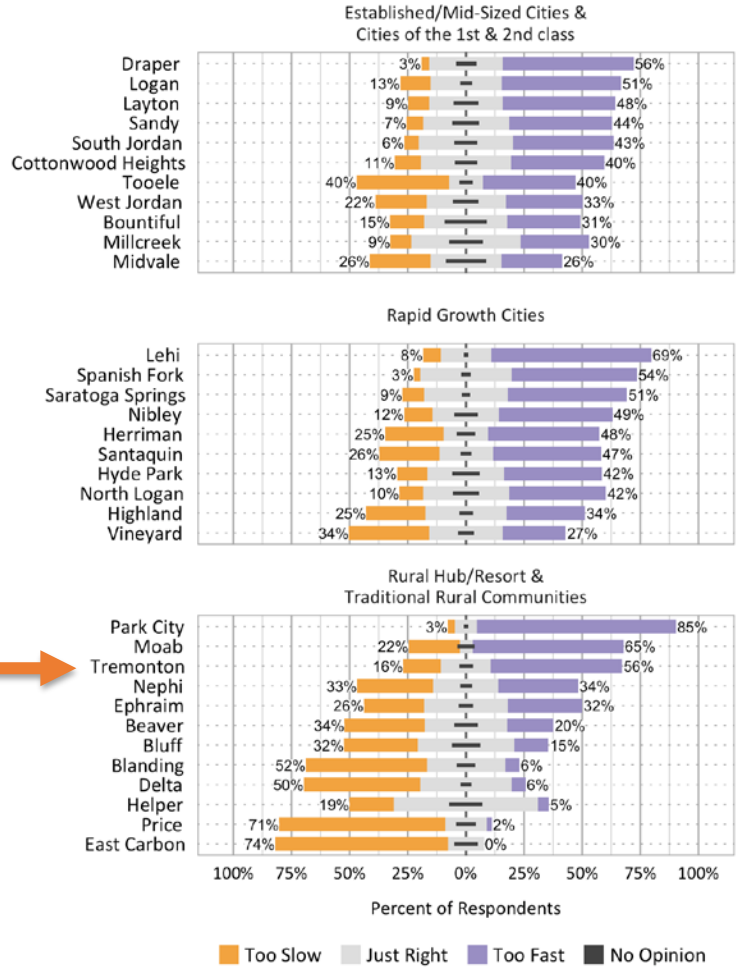
Population Growth

How would you describe the current rate of population growth in your city/town?



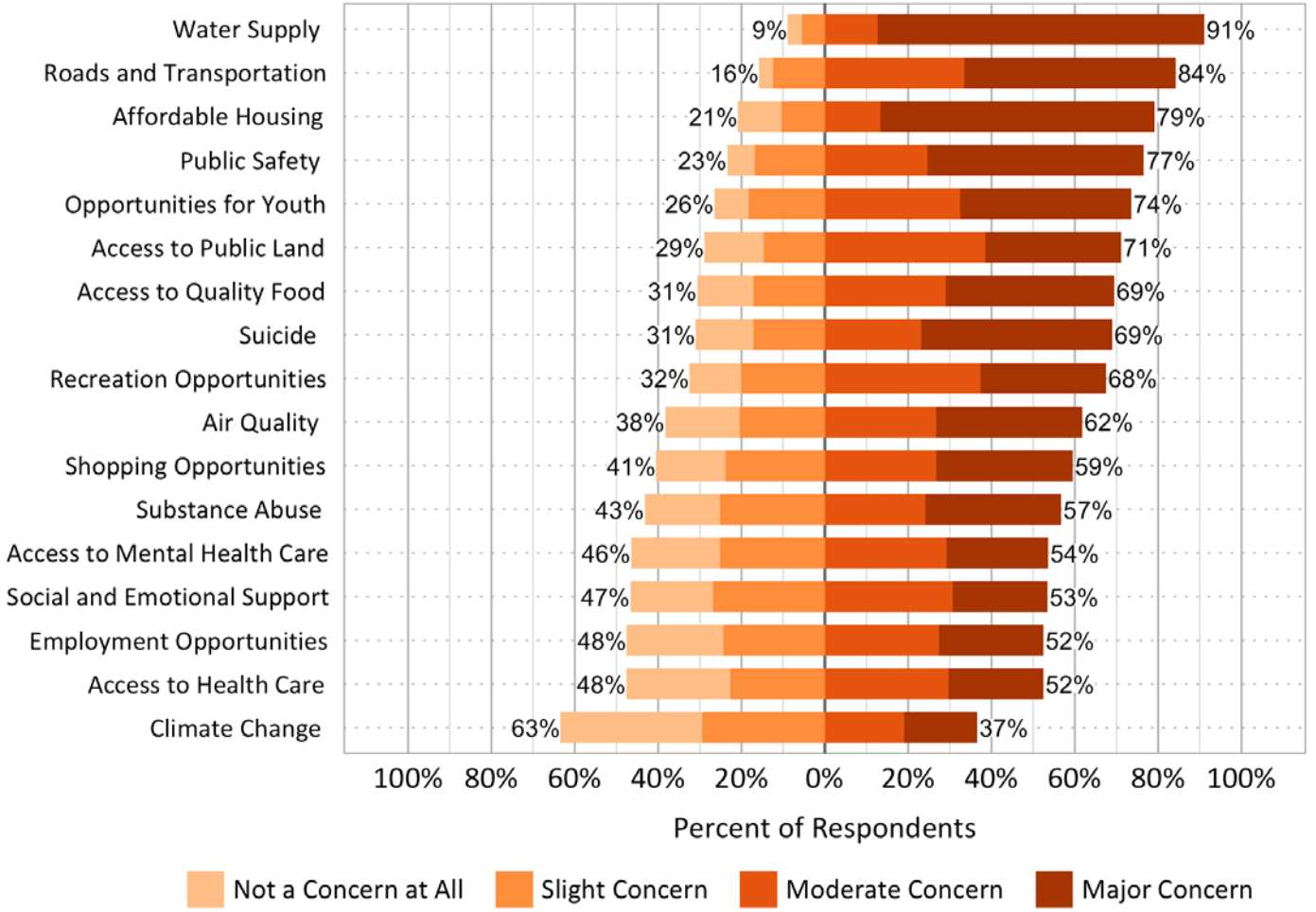
Economic Development

How would you describe the current pace of economic development in your city/town?



Concerns in Tremonton

As you look to the future of Tremonton, how much of a concern are the following issues?



What do people value about Tremonton?

- Agriculture
- Social climate
- Small-town/rural feel
- Safety
- Peaceful and quiet

Additional comments shared with City of Tremonton related to:

- City Image
- Cultural Opportunities
- Education
- Government
- Growth & Development
- Housing
- Recreation
- Retail and Business
- Social Climate
- Transportation
- And more…

Thank You!

Utah WELLBEING SURVEY

https://www.usu.edu/utah-wellbeing-project

Next Survey in Early 2024

STATE | UtahStateUniversity

5 year Accomplishments

2018- 2022

Water Projects Summary

- $20,000 Acquired Culinary Water Line Easement to I-84.
- $85,240 Acquired Equalization Basin Property.
- $3,000 Acquired Secondary Water Line Easement & Walkway to School.
- $528,915 Acquisition of 111 water shares.
- $220,000 Acquisition of 44 water shares.
- $569,000 Construction of Secondary Water Service Areas 1 & 2.
- $2,918,092 Construction of Secondary Water Service Area 3.
- $4,019,086 Construction of Secondary Water Service Areas, 2, 4, & 5.
- $85,240 Central Canal Equalization Basin.
- $8,448,573 Total Water Projects

Water Projects Summary

- Constructed 1,762 secondary water connections to existing homes
  - 230 connections or 246 ERC- Service Area 1
  - 223 connections or 239 ERC- Service Area 2
  - 701 connections or 740 ERC- Service Area 3
  - 61 connections or 80 ERC- Service Area 4
  - 547 constructed connections or 603 ERC- Service Area 5
  - 1,762 Constructed secondary connections

Transportation Projects

- $1,097,272 in Transportation Grant Funds
  - $787,983 in grant funds for Main Street & Iowa String Intersection Improvements
  - $37,800- 950 East Corridor Preservation- Courter's Property.
  - $21,100- 950 East Corridor Preservation- Fridal's Property.
  - $140,366- 1650 West Corridor South - IFA, Arizona Machinery Co. & Contemp. Homes.
  - $4,123- 1650 West Corridor North - Bar M Land & Livestock and Buttar's Tractor.
  - $106,000 BR Mountain Road Corridor- Sierra Homes.
  - $1,097,272 Corridor Preservation Grant Funds
- 4.152 acres of land preserved for future transportation corridors
- Rocky Mountain Power to bear the costs to relocate electrical facilities in connection with a City road widening projects Resolution No. 21-04


N
Google Earth
1985
Imagery Date: 9/14/2018 41°42'40.64" N 112°10'52.33" W elev 4329 ft eye alt 4909 ft


1 N 6800 W
Exit Street View
MAVERIK
N
© 2022 Google
Google Earth
Report a problem


998 W Main St
Exit Street View
MAVERIK
UNLEADED
DIESEL
SHERIFF
CHUCKWAGON
© 2022 Google
Google Earth

Redevelopment Agency Projects

- $245,000 - Vacating 650 West & Developing 600 West
  - Accommodated the redevelopment of Crump Reese Auto Dealership.
  - Of the $245,000 spent on road improvements, $138,251 will be reimbursed through impact fees
- $350,000- Demolition of three homes, in which the RDA will be reimbursed through tax increment
- $292,000- Associated with the 2 year extension of the Tremont Center CDA

Community Development Projects

- $127,000 Community Development projects grants

  - $8,000- Creation of Historic District
  - $50,000- Integrated Land Use Plan
  - $20,000- Tremonton City Billboards
  - $40,000- Wayfinding Signage
  - $9,000- Historic Preservation and Rehabilitation Projects
  - $127,000

Negotiated Open Space & Public Infrastructure

Developer's Contributions

- $289,952 in Developer's contribution for Central Trail Improvements

  - $35,800- 1.79 acres in trail corridor (Hansen Annex)
  - $94,550- Fencing 4' rod iron & 18" concrete mow strip of 3,100 lf. (Bear River Meadows)
  - $29,992- 10' asphalt trail construction of 1,550 lf. (Bear River Meadows)
  - $79,300- Fencing 4' rod iron & 18" concrete mow strip of 2,600 lf.(Villages at North Park).
  - $50,310- Construction of 10' asphalt trail for 2,600 lf. (Villages at North Park).
  - $289,952

Negotiated Open Space & Public Infrastructure

Developer's Contributions

- $211,000 in Developer's contribution of 7.862 acres of park space

  - $48,000 2.4 acres of park space Harvest Village Park- Hansen Annex)
  - $163,000 5.462 acres of park Rivers Edge (Park)
  - $211,000 7.862 acres

Negotiated Open Space & Public Infrastructure

Developer's Contributions

- $130,910 in Developer's contribution of 26.192 water shares

• $12,000	2.4- water shares Harvest Village Park- (Hansen Annex)
• $12,500	2.5- water shares Rivers Edge Storm Drain Basin
• $27,310	5.462 water shares Rivers Edge Park
• $11,000	2.2 water shares Shuman Park (Bear River Meadows)
• $1,400	0.28 water shares Midland Square (Bear River Meadows)
• $2,500	0.5- water shares Harris Park Subdivision (Bear River Meadows)
• $3,350	0.67- water shares Harris Park Main Street (Bear River Meadows)
• $850	0.17- water shares Holmgren Trail Head (Bear River Meadows)
• $30,000	6 water shares North Park (Villages at North Park)
• $30,000	6 water shares South Park (Villages at North Park)
• $130,910	26.192 water shares

Negotiated Open Space & Public Infrastructure

Developer's Contributions

- $632,500 in Developer's contribution of cash for parks in addition to impact fees

  - $475,000- Villages at North Park
  - $157,500- Bear River Meadows
  - $632,500

Negotiated Open Space & Public Infrastructure

Developer's Contributions

- $632,500 in Developer's contribution of cash for parks in addition to impact fees

  - $475,000- Villages at North Park
  - $157,500- Bear River Meadows
  - $632,500

Purchase Storm Drain Basin & Open Space

- **$817,098 Park and Regional Storm Drain Basin- Open Space**. The City acquired 13.179 acres for park and storm drain and 13.179 shares of water for $62,000 per acre. The acquisition of real property is paid with impact fees.

  - 7.479- Park Space
  - 5.7- Regional Storm Drain Basin
  - 13.179 Total Open Space acres

Summary of Total Grants & Developer Contributions

- $1,097,272 in Transportation Grant Funds
- $127,000 Community Development projects grants
- $130,910 in Developer's contribution of 26.192 water shares
- $289,952 in Developer's contribution for Central Trail Improvements
- $211,000 in Developer's contribution of 7.862 acres of park space
- $632,500 in Developer's contribution of cash for parks in addition to impact fees
- $2,488,634

Summary of Open Space Totals

- 1.79 acres- Trail corridor (Hansen Annex)
- 5.5 acres- Park space & storm drain basin Harvest Village
- 7.9 acres- Park space & storm drain basin Rivers Edge
- 13.179 acres- Park space & storm drain basin Stokes Park
- 28.369 Acres of Open Space

Public Safety Projects

- $392,000 United Policing Department. This agreement provides Tremonton with four additional police officers. The annual salary for these four additional police officers is estimated to be $98,000 (4 officers x $98,000= $392,000).

- $202,373 Created a full-time Fire & EMS Department. More specifically, two full-time employees and one part-time employee on shift, and these crew members will rotate every 48 hours.

Public Safety Projects

- **Recruited Fire & Police Chiefs.** Over the past five years, the City has recruited tremendous Fire and Police Chiefs:

  - Kurt Fertig, Police Chief- Resolution No. 18-21
  - Robert LaCroix, Fire Chief- Resolution No. 20-49
  - Nicholas Nessen, Police Chief- Resolution No. 21-43
  - Dustin Cordova, Police Chief- Resolution No. 22-39

TREMONTON CITY

CITY COUNCIL MEETING

October 18, 2022

TITLE:	Discussion and consideration of adopting Resolution No. 22-55 appointing Shawn Warnke as City Manager and approving the terms and conditions of a city manager agreement between Tremonton City and Shawn Warnke
FISCAL IMPACT:	$1,106.75 annually as further described in the staff report
PRESENTER:	Shawn Warnke, City Manager

Prepared By:

Shawn Warnke
City Manager

Attached are the proposed Resolution and City Manager's Agreement. The current agreement is set to expire in April of 2023, with an anticipated consideration of renewal to occur six months prior.

The only substantive change to the proposed City Manager Agreement allows me to convert the compensation associated with a car allowance to my salary. The purpose of this change will allow me to realize a higher retirement benefit at the end of my career. More specifically, URS retirement is based upon salary paid and not allowances. With this change, there will be an increase in the City's retirement contribution to URS for my compensation. Linsey Nessen, Human Resource Director, calculated the actual fiscal impact associated with this change to be $1,106.75 annually.

Dustin Ericson, City Attorney, reviewed the proposed Resolution and City Manager's Agreement. His email response to the draft Resolution and City Manager's Agreement was the following:

> "I have reviewed the ordinance and the employment agreement. There is nothing in either that give me any pause or cause for concern."

I am anticipating that this process envisions that if you have any concerns about the proposed Resolution and City Manager's Agreement, you will discuss them with the City Attorney or other City Councilmembers. If needed, I would anticipate that you would discuss my competency and character in a closed session as a City Council, in which I would be excused from attending.

I have sincerely enjoyed my time with Tremonton City! It is hard to believe, but it has been almost 13.5 years since I was hired as the City Manager. I hope to continue as the Tremonton City Manager and appreciate your consideration of appointing me to the position of City Manager and extending my contract.

Attachments: Draft Resolution and City Manager Agreement

RESOLUTION NO. 22-55

A RESOLUTION APPOINTING SHAWN WARNKE AS CITY MANAGER AND APPROVING THE TERMS AND CONDITIONS OF A CITY MANAGER AGREEMENT BETWEEN TREMONTON CITY AND SHAWN WARNKE

WHEREAS, a past Mayor and City Council created the position of the Tremonton City Manager, which is the chief administrative officer of the City government; and

WHEREAS, the position of the Tremonton City Manager is codified within the Revised Ordnances of Tremonton City Corporation, Sections 3-924 Creation of Position of City Manager and 3-925. Powers and Duties of Manager (hereafter the "Ordinance"); and

WHEREAS, the Ordinance states that the Mayor of Tremonton City Corporation, by and with the consent and confirmation of the City Council, shall appoint a person to act as City Manager; and

WHEREAS, the Ordinance also states that a City Manager shall be chosen solely upon the basis of administrative qualifications, with the term of employment being set by the City Council at the time of appointment; and

WHEREAS, the Ordinance allows for a contract of employment with a City Manager that may contain provisions and methods by which the contract is terminated and by which it is renewed; and

WHEREAS, with the approval of Resolution No. 18-15, the Mayor proposed and the City Council confirmed the appointment of Shawn Warnke to serve as City Manager and approved the City Manager Agreement; and

WHEREAS, the appointment of Shawn Warnke as City Manager and the City Manager Agreement approved by Resolution No. 18-15 is set to expire; and

WHEREAS, Shawn Warnke has faithfully performed the administrative duties of the City Manager contained in the Ordinance and the City Manager's job description contained in Exhibit "A;" and

WHEREAS, Department Heads, the City Manager, City Council, and Mayors have made significant strides to improve municipal services, as demonstrated in Exhibit "B;" and

WHEREAS, the Tremonton City Council desires to have Shawn Warnke fill the position of Tremonton City Manager, and Shawn Warnke desires to fill the position of City Manager; and

WHEREAS, a City Manager Agreement has been negotiated between Tremonton City and Shawn Warnke; and

WHEREAS, the City Attorney has reviewed the form of the City Manager Agreement and otherwise provided counsel to the Mayor and City Council on the proposed Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of Tremonton City Corporation, by and with the consent and confirmation of the City Council, appoints Shawn Warnke to the position of Tremonton City Manager by extending his appointment and employment from April 3, 2023, which is the end of his current appointment and employment to April 1, 2028.

FURTHER, BE IT RESOLVED that the Mayor and City Council hereby approve a City Manager Agreement between Tremonton City and Shawn Warnke as attached in Exhibit "C."

Adopted and approved this 18th day of October 2022.

TREMONTON CITY
A Utah Municipal Corporation

By_____
Lyle Holmgren, Mayor

ATTEST:

By _____
Linsey Nessen, City Recorder

EXHIBIT “A”

Tremonton City
Job Description

Job Title:	City Manager (Chief Administrative Officer)
Department:	City Manager
Location:	102 South Tremont Street, Tremonton Utah
Pay Level:	D-2
Physical Demands:	Category II – Light Work as per the Pre-Employment Evaluation Program

Employment Status	Employment Classification	Required Equipment
X Exempt	**X** Full-time	City Vehicle
Non Exempt	Part-time	**X** Cell Phone
Safety Sensitive	Part-time Recreation	Pager
On Call	Temporary/Emergency	Personal Protective Equip.
Public Safety	Firefighter/EMT	
Independent Contractor	**X** Benefits	
	Contract	

Job Summary

Oversees the operations, future plans, and budgets of all City departments.

Supervision

Given: City Department Heads

Received: Mayor and City Council

Essential Powers & Duties

Powers and Duties as prescribed 3-925 of the Revised Ordinances of Tremonton City Corporation:

- Faithfully executes and enforces all applicable laws, ordinances, rules and regulations, and sees that all franchises, leases, permits, contracts, licenses, and privileges granted by the City are observed.
- Carries out the policies and programs established by the Council.

- Organizes and directs the management of the executive affairs of the municipality in a manner consistent with state laws and with City ordinances.
- Prepares the annual budget (to be construed as a financial estimate only) and keeps the Council advised as to the financial condition and needs of the City.
- Appoints, with the advice and consent of the Council, a qualified person to each of the offices of Police Chief, Community Center Director, Recorder, Finance Treasurer, Public Works, Engineer, and Attorney. Creates any other offices as may be deemed necessary, with the consent of the Council, for the good of the City and regulates and prescribes the powers and duties of all other officers of the City, except as provided by law or by Ordinance.
- Examines and inspects the books, records, and official papers of any office, department, agency, board, or commission of the City and makes investigations and requires reports from personnel.
- Appoints, subject to the provisions of law and of the personnel Code and with the advice and consent of the Council, suspends, or removes heads of City offices, departments, and agencies.
- Establishes standards, qualifications, criteria and procedures to govern the appointments by heads of offices, departments, and agencies, or by other authorized officers, or divisional officers, assistants, deputies, and employees within their respective organizational units, subject to any applicable provisions of the merit system and Personnel Code.
- Submits to the Council plans and programs relating to the development and needs of the City and reports concerning the financial, administrative, and operational activities of City offices, departments, agencies, boards and commissions together with his/her evaluation and recommendations relating to them.
- Attends all meetings of the Council and takes part in its discussions and deliberations, but without the right to vote.
- Appoints, with approval by majority vote of the full membership of the Council, an acting City Manager to serve in his/her absence or temporary incapacity to perform the powers and duties provided for in this part.
- Discharges any other duties specified by statute or imposed by the Council.
- Notifies the Mayor and the City Council of any emergency existing in any department under his/her supervision.
- Authorizes a Department Head or officer responsible to him/her to appoint and remove subordinates serving under that Department Head or officer.
- Designates himself/herself or some other officer or employee to perform the duties of any office or position in the administrative service under his/her control which is vacant or which lacks administration due to the absence or disability of the incumbent.
- Assigns any employee of the City to any department or branch thereof requiring services appropriate to the personnel system classification of the employee so assigned.

- Prescribes such rules and regulations as he/she shall deem necessary or expedient for the conduct of administrative agencies subject to his/her authority and revokes, suspends, or amends any rule or regulation of the administrative service by whoever prescribed.
- Has the power, either by himself/herself or by an officer or person designated for the purpose by him/her, to investigate and to examine or inquire into the affairs or operation of any department, division, or office and when so authorized by the Council, he/she has power to employ consultants and professional counsel to aid in such investigations, examinations, or inquiries.
- Has the power to examine all proposed contracts to which the City may be a party and approve and release on behalf of the City all performance bonds for on-site and off-site improvements and similar obligations. All such approvals and releases shall be listed on the consent calendar portion of the Council agenda, ratified by the Council, and referenced in the minutes of the meeting
- Has the power to approve merit pay increases and bonuses for City employees when appropriate with the consent and approval of the Council.
- Has the power to set aside any action taken by a Department Head.
- Has the power to direct any department, division, or office to perform the work for any other department, division, or office.
- Has the power to set the dates of all public hearings. All such dates shall be placed on the consent calendar portion of the Council agenda, ratified by the Council, and referenced in the minutes of the meeting.
- Other duties as assigned.

Knowledge, Skills & Abilities

Knowledge of:

- Management, supervision, planning, budgeting, accounting, governmental finance, and personnel principles and practices.

Skills in:

- Furnishing and obtaining information as well as requiring tact and judgment to avoid friction.
- Communicating with executives on matters requiring explanations and discussions.
- Presenting data to the outside public that may influence important decisions.

Ability to:

- Organize, establish, and delegate meaningful goals.
- Communicate effectively verbally and in writing.

- Balance multiple conflicting priorities and decisions that are subject to criticism and interpersonal conflict.
- Collect and rapidly assimilate facts.
- Concentrate and function effectively and independently under heavy workload demands in matters of serious financial or practical consequence or involving the welfare of lives and property.
- Represent the City with decorum in a manner which promotes public confidence in the City, its officials, and employees.
- Exhibit patience and empathy with persons holding hostile or opposing views.
- Maintain professional confidences.
- Constructively and creatively solve problems and resolve disputes.
- Understand and follow City ordinances and policies.

Physical Demands

- Typically sit at a desk or table.
- Frequent lifting of up to ten pounds and occasional lifting of up to 25 pounds.
- Occasional bending, stooping, and/or lifting.
- Considerable walking may be involved.
- Work for sustained periods of time maintaining concentrated attention to detail.
- Essential functions utilize abilities in talking, hearing, and seeing.
- Mental application utilizes memory for details, verbal instructions, emotional stability, and discriminating thinking.

Working Conditions

- Stressful, busy, and fast-paced.
- Extensive contact with people.
- Work is primarily performed in an office or other environmentally controlled room.

Education & Experience

- A high school diploma or equivalent is required.
- Ten years directly related working experience including at least six years supervisory and municipal administration background.
- Bachelor's Degree in Public Administration, Business Management, Accounting or related field required. Master's Degree preferred.
- The City may consider any combination of education and experience that would likely provide the required knowledge, skills, and abilities.

Special Requirements

- Must have a valid Utah driver's license.
- Must live within Tremonton City incorporated limits.

- Successful completion of pre-employment drug screening is required.
- Successful completion of pre-employment physical is required.
- Successful completion of criminal background check is required.

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Tremonton City is an EEO/ADA employer.

EXHIBIT "B"

Tremonton City Projects from 2018- 2022

During five years, from approximately 2018 through 2022, Tremonton City has accomplished the following projects.

Water Projects

Water Project Summary:

- Tremonton City has spent approximately $8,448,573 on water project improvements
- Purchased 155 water shares for an average of $4,878 per share
    - o 111.10 shares from Wayne Meikle & Sharon Meikle (207-acre parcel)
    - o 44 shares from Box Elder County
      155 Secondary water shares

- Constructed 1,548 secondary water connections to existing homes
    - o 230 connections or 246 equivalent residential connections- Service Area 1
    - o 223 connections or 239 equivalent residential connections- Service Area 2
    - o 701 connections or 740equivalent residential connections - Service Area 3
    - o 61 connections or 80 equivalent residential connections- Service Area 4
    - o 547 constructed connections or 603 equivalent residential connections- Service Area 5
      1,762 Constructed secondary connections

$20,000 **Acquired Culinary Water Line Easement.** Acquired a water line easement to extend culinary water lines under I-84 for approximately $20,000- Resolution No. 18-06

$85,240 **Acquired Equalization Basin Property.** Acquired Central Canal Equalization Basin comprising 4.262 acres for $20,000 per acre Resolution No. 20-41

$3,000 **Acquired Secondary Water Line Easement & Walkway to School.** Acquired secondary water easement needed for Matheson Apartments for approximately $3,000- Resolution No. 20-45 and 20-46

$528,915 **Acquisition of 111 water shares.** Acquired 111.10 water shares within the Bear River Canal Company and 207 acres of real property for $648,000 in Honeyville, Utah (Resolution No. 19-08). Later resold the 207 acres for $120,000 (Resolution No. 19-21) for a net price of $4,756 per water share

$220,000 **Acquisition of 44 water shares.** Acquired 44 water sales from Box Elder County for $5,000 per share – Resolution No 19-29

$569,000 **Construction of Secondary Water Service Areas 1 & 2.** The City appropriated $569,000 from reserves with FY 2018 Budget and accepted a bid from Ormond to expand Service Area 1 and Service Area 2. The appropriation from reserves constructed 151 connections in Service Area 1 and 70 connections in Service Area 2.

$2,918,092 **Construction of Secondary Water Service Area 3.** The City secured the *2019 Series Water Revenue* and accepted a bid from Sorenson Construction for $2,918,092 to construct Service Area 3. The bonds financed the construction serving 637 service connections in Service Area 3. - Resolution 19-12

$4,019,086 **Construction of Secondary Water Service Areas, 2, 4, & 5.** The City secured the *2021 Series Water Revenue Bonds* and accepted a bid from Rupp's Trucking for a Contract Price of $3,783,357 to construct Service Area 5, expand Service Area 2; and construct the Service Area 4 pump station (hereafter *Secondary Water System Projects Service Area 2, 4, & 5*). The bonds financed the construction of 550 service connections in Service Area 5, expanded Service Area 2, added an additional 95 service connections and a 304-unit apartment complex, and constructed the Service Area 4 pump station and installed mains to serve 45 service connections and a 150-unit townhome complex. In the future, Service Area 4 will serve another 420 building units, as further detailed in the Tremonton Secondary Water Capital Facilities Plan dated July 2017. There were several change orders due to construction price increases that increased the total cost to $4,019,086. - Resolution No. 21-02.

$85,240 **Central Canal Equalization Basin.** City's purchase of 4.262 acres at $20.000 per acre for the central canal equalization basin. (City's purchase valued at $85,240, 4.262 acres x $20,000 per acres= $85,240) - Resolution No. 20-41

$8,448,573 **Total Water Projects**

Transportation Projects

Transportation Project Summary:

- $787,983 in grant funds for Main Street & Iowa String Intersection Improvements
- $309,289 in grant funds for corridor preservation funds
    - $37,800- 950 East Corridor Preservation- Courter's Property.

- $21,100- 950 East Corridor Preservation- Fridal's Property.
- $140,366- 1650 West Corridor South - IFA, Arizona Machinery Co. & Contemp. Homes.
- $4,123- 1650 West Corridor North - Bar M Land & Livestock and Buttar's Tractor.
- $106,000 BR Mountain Road Corridor- Sierra Homes.

  $309,289 Corridor Preservation Grant Funds

- 4.152 acres of land preserved for future transportation corridors
- Rocky Mountain Power to bear the costs to relocate electrical facilities in connection with a City road widening projects Resolution No. 21-04

$787,983 **Main Street & Iowa String Intersection Improvements.** Obtained CMAQ Funding in the amount of $787,983 for dedicated right turn lanes for Main Steet and Iowa String and other intersection improvements for Main Street and Iowa String intersection- Resolution No. 18-36

$37,800 **950 East Corridor Preservation- Courter's Property.** Obtained corridor preservation funds in the amount of $37,800 and acquired 11,147 square feet (0.256 acres) for the 950 East Corridor from Jessie Courter- Resolution No. 18-47

$21,100 **950 East Corridor Preservation- Fridal's Property.** Obtained corridor preservation funds in the amount of $21,100 and acquired 5,432 square feet (0.124 acres) of the 950 East Corridor from Knud Fridal- Resolution No. 18-48

$140,366 **1650 West Corridor South - IFA, Arizona Machinery Co. and Contemporary Homes.** Obtained corridor preservation fund of $104,832, $14,105; $21,399 and acquired 1.21 acres for the 1650 West Corridor south of Main Street - Resolution No. 20-12

$4,123 **1650 West Corridor North - Bar M Land & Livestock and Buttar's Tractor.** Obtained corridor preservation fund of $2,776 and $1,347 to acquire 645 square feet and 317 square feet (total of .022 acres) for the 1650 West Corridor north of Main Street. While the $4,123 numbers shown above are relatively small in grant funds received, a significant amount of time was associated with negotiating and drafting the purchase agreements with Bar M Land & Livestock and Buttar's Tractor.- Resolution No. 20-30 and Resolution No. 20-35

$106,000 **BR Mountain Road Corridor Preservation- Sierra Homes.** 2.54 acres for the continuation of BR Mountain Road, of which $94,000 is corridor preservation funds Resolution No. 22-48

$1,085,372 **Total Transportation Grant Funds**

Redevelopment Agency (RDA)

Redevelopment Agency Project Summary:

- $245,000 associated with vacating 650 West & Developing 600 West which accommodated the redevelopment of Crump Reese Auto Dealership. Of the $245,000 spent on road improvements, $138,251 will be reimbursed through impact fees
- $350,000 associated with the demolition of three homes, in which the RDA will be reimbursed through tax increment
- $292,000 associated with the two-year extension of the Tremont Center CDA

$245,000 **Vacating 650 West & Developing 600 West- Accomdating Redevelopment for Crump Reese Dealership.** The Tremonton City Council vacated the public street of 650 West, between 100 South and Main Street, and deeding the property to Crump Reese Motors, and, in return, Crump Reese Motors deeds to Tremonton City, real property for a new public street between 100 South and Main Street that aligns with the existing 600 West, together with Crump Reese deeding to the Utah Department of Transportation additional property necessary for a right-of-way on Main Street for the expansion of Main Street. The Tremonton City Council vacated the public street of 650 West with the adoption of Ordinance No. 18-19 and established a new public street at 600 West for the following benefits:

- Provided a more direct entrance into the Sandlewood Acres Subdivision, allowing better traffic flow to and from the neighborhood;
- Provided the safety enhancement of a new right turn lane on Main Street for motorists that are turning into Sandlewood Acres;
- Eliminated an offsetting intersection that currently exists between 650 West and 700 West that currently does not meet the City's development standards; and
- Provided contiguous property to Crump Reese Motors to facilitate the expansion of their business.

The costs for the road improvement were approximately $245,000, with the utility work being funded out of the respective enterprise funds. Of the $245,000 spent on road improvement projects, $138,251 will be reimbursed through r impact fee reimbursement, representing the right-turn lane on Main Street.

$350,000 **Reimbursement for the Demolition of 3 homes.** The Tremonton City Redevelopment Agency has agreed to participate in the Primary Improvements of the demolition of Homes in an amount not to exceed $350,000 to facilitate and expedite the completion of the second entrance into the Tremont Center Site and to be in the second position of reimbursement from tax increment. Resolution RDA 19-03

$292,000 **Two-Year Tremont Center Extension.** The RDA adopted a Resolution that extended the Tremont Center CDA for two additional years. This extension has a minimum value of $292,000 of revenue (tax increment) to the RDA; however, the reality is that since the extensions are the last two years, the taxable value and corresponding tax increment will be much greater. Resolution RDA No. 20-11

Public Safety

Public Safety Summary:

- Created the Tremonton Garland United Police Department
- Created a full-time Fire & EMS Department
- Hired tremendous Fire and Police Chiefs to lead public safety

$392,000 **United Policing Department.** Tremonton City and Garland City created an interlocal agreement between Garland and Tremonton for a united police department. This agreement provides Tremonton with four additional police officers. The annual salary for these four additional police officers is estimated to be $98,000 (4 officers x $98,000= $392,000).

$202,373 **Created a full-time Fire & EMS Department.** In 2019 the City Council engaged Brian Potts to perform a staffing analysis for the Fire Department to understand the emerging issue of the apparent need for additional EMT/Firefighter staffing for the growing number of EMS calls. The primary element of this staffing analysis was to evaluate the current labor model for meeting the growing demand for EMS calls. The staffing analysis revealed that the current department labor model is straining paid-on-call employees to meet the growing call demands. The City hired a full-time Fire Chief in FY 2021 to start the process of providing additional staffing. In the Spring of FY 2021, the Fire Chief recommended that the City Council amend the FY 2021 Budget to institute a staffing plan to have three Firefighters/EMTs voluntarily sign up for an on-call status for an evening shift and day shift. This on-call status improved the staffing situation, yet still, many on-call status shifts were unfilled. The Fire Chief's progressive recommendation, after the voluntary sign-up for on-call status,

did not fill the staffing gap to hire six full-time firefighters/EMS employees to provide 24 hours and seven days a week coverage. More specifically, two full-time employees and one part-time employee on shift, and these crew members will rotate every 48 hours.

A property tax was considered to accomplish the full-time staffing of the Fire & EMS Department. After much consideration and deliberation that spanned multiple years to 2019, in 2021the City Council voted to increase taxes to generate $202,373 in new revenue to implement the full-time Fire Department. - Resolution No. 21-34

$N/A **Recruited Fire & Police Chiefs.** Over the past five years, the City has recruited tremendous Fire and Police Chiefs, which include the following

- Kurt Fertig, Police Chief- Resolution No. 18-21
- Robert LaCroix, Fire Chief- Resolution No. 20-49
- Nicholas Nessen, Police Chief- Resolution No. 21-43
- Dustin Cordova, Police Chief- Resolution No. 22-39

Community Development Projects

Community Development Project Summary:

- Tremonton City has received $127,000 in grant funds for Community Development projects
  - $8,000- Creation of Historic District
  - $50,000- Integrated Land Use Plan
  - $20,000- Tremonton City Billboards
  - $40,000- Wayfinding Signage
  - $9,000- Historic Preservation and Rehabilitation Projects

  $127,000

$8,000 **National Historic District.** The City received a CLG Grant to hire a consultant to undertake the submission of the Tremonton City National Historic District. Establishing a national historic district involves nominating the district for listing on the National Register of Historic Places, which officially recognizes the district's significance and is a prerequisite for receiving various kinds of financial benefits for properties within the district. Some of the specific benefits of creating a national historic district within Tremonton City include but are not limited to the following:

- Allows residential properties designated as "contributing buildings" to be eligible for a 20 percent non-refundable state income tax credit for rehabilitating historic buildings (when the owner spends over $10,000 over three years) for buildings that are used as owner-occupied residences or residential rentals. Twenty percent

of all eligible rehabilitation costs may be deducted from taxes owed on Utah income or corporate franchise tax.

- Can be a source of community pride and placemaking as the historic district promotes the unique history of Tremonton and encourages the preservation of this history; and

The cost to prepare the reconnaissance level survey and historic district nomination was approximately $17,600, of which the State of Utah paid half the amount ($8,800), with the City paying the other half ($8,800) - Resolution No. 19-16

$50,000 **Integrated Land Use Plan.** Over the years, Tremonton City has completed various elements of its General Plan, including a Moderate-Income Housing Plan; Economic and Market Analysis; Main Street Design Plan; Transportation Master Plan; Main Street Revitalization Plan; Trails, Parks, & Open Space Master Plan. Tremonton City desires to create a land-use plan that includes and assimilates the planning principles, goals, and objectives of the City's elements as mentioned above of its General Plan into an integrated and cohesive land use plan. The FY 2020 budget includes $25,000 to undertake this project. To augment these City funds, City staff applied for Technical Planning Assistance Grant from UDOT to undertake an integrated transportation and land-use plan. Through this effort, the City secured $50,000. - Resolution No. 20-05

$20,000 **Tremonton City Billboards.** Tremonton City owns or controls two existing billboards along Interstate 15 and one existing billboard on State Road 13. Tremonton uses the billboards exclusively on Interstate 15 and shares the billboard on State Road 13 with the Box Elder Chamber of Commerce. The billboard structures require maintenance and repair, and the signed copy on all of these billboards are faded and outdated. Tremonton City received a grant from the Box Elder County Tourism Tax Advisory Board for $20,000 for billboards promoting Tremonton City businesses that generate sales taxes, restaurant taxes, and room taxes. Tremonton City has been working with Young Electric Sign Company (YESCO) to update and repair these billboards and would like to present these options to the City Council. -Resolution No. 20-08

$40,000 **Wayfinding Signage.** Multiple planning studies dating as far back as 1988 and as recent as the 2020 Tremonton Main Street Urban Design Plan have recommended that the City implement a signage plan to improve and promote more significant economic activity in the downtown area. In 2019, the City received a $20,000 Box Elder County Tourism Tax Advisory Board Grant to update three existing billboards that Tremonton City owns located on Interstate 15 and State Road 13. Tremonton City received a commitment from the Box Elder County Tourism Tax Advisory

Board to pay for $40,000 associated with the construction of the wayfinding signage system. The wayfinding signage proposes to leverage this completed billboard project by providing visitors with information and guidance on Tremonton City's downtown, art district, and amenities beyond the off-ramp's immediate vicinity.

$9,000 **Historic Preservation and Rehabilitation Projects.** The City received a Certified Local Government (CLG) grant of $9,000 to undertake historic preservation and rehabilitation projects in the City's historic district. The specific projects included Jay's Gas Station Sign and Holmgren Historic Farm Granary. -Resolution No. 21-46

Negotiated Open Space & Public Infrastructure

Negotiated Public Infrastructure Summary- Developer's Contribution:

- Central Trail Improvements- Developer's contribution of approximately $289,952:
  - $35,800- 1.79 acres in trail corridor (Hansen Annex)
  - $94,550- Fencing 4' rod iron & 18" concrete mow strip construction of 3,100 lf. (Bear River Meadows)
  - $29,992- 10' asphalt trail construction of 1,550 lf. (Bear River Meadows)
  - $79,300- Construction of fencing 4' rod iron & 18" concrete mow strip of 2,600 lf.(Villages at North Park).
  - $50,310- Construction of 10' asphalt trail for 2,600 lf. (Villages at North Park).
    $289,952

- Park Space- Developer's contribution of approximately 7.862 acres of park space valued at $211,000
  - $48,000 2.4 acres of park space Harvest Village Park- Hansen Annex)
  - $163,000 5.462 acres of park Rivers Edge (Park)
    $211,000 7.862 acres

- Water Shares- Developer's contribution of approximately 26.192 water shares for park spaces & storm drain basin valued at $130,910
    - o $12,000 2.4- water shares Harvest Village Park- (Hansen Annex)
    - o $12,500 2.5- water shares Rivers Edge Storm Drain Basin
    - o $27,310 5.462 water shares Rivers Edge Park
    - o $11,000 2.2 water shares Shuman Park (Bear River Meadows)
    - o $1,400 0.28 water shares Midland Square (Bear River Meadows)
    - o $2,500 0.5- water shares Harris Park Subdivision (Bear River Meadows)
    - o $3,350 0.67- water shares Harris Park Main Street (Bear River Meadows)
    - o $850 0.17- water shares Holmgren Trail Head (Bear River Meadows)
    - o $30,000 6 water shares North Park (Villages at North Park)
    - o $30,000 6 water shares South Park (Villages at North Park)
      $130,910 26.192 water shares

- Developer's Cash Contribution for Parks- Developer's contribution of approximately $632,500 in cash for to parks, recreation, open space, & trails impact fees in addition to impact fees
    - o $475,000- Villages at North Park
    - o $157,500- Bear River Meadows
      $632,500

Negotiated Public Infrastructure Summary- Advanced Funding:

- City staff negotiated with Developer's the advanced funding of infrastructure, which will be reimbursed to the Developer from impact fees collected through their project
    - o $75,000- 2.5 acres for River's Edge Regional Storm Drain Basin.
    - o $62,000- 3.1 acres for Harvest Acres Regional Storm Drain Basin.
    - o $12,000- 3.1 Water Shares to Irrigate Future Park Harvest Acres Storm Drain Basin.
      $149,000

Hansen Annexation. City staff negotiated the following with the Hansen Annexation (Harvest Acres). Resolution No. 20-39

Developer's Contribution Infrastructure

$35,800 **Central Trail Corridor.** Developer's contribution of 1.79 acres in trail corridor for $0.00 (Developer's contributions valued at $35,800, 1.79 acres x $20,000 per acres= $35,800)

$48,000 **Harvest Acres Park Space.** Developer's contribution of 2.4 acres for park space for $0.00 (Developer's contribution valued at $48,000, 2.4 acres x $20,000 per acres= $48,000)

$12,000 **2.4 Water Shares to Irrigate Future Park.** Developer's contribution of 2.4 water shares for $0.00 (Developer's contribution valued at $12,000, 2.4 water shares x $5,000 per share = $12,000) and City's purchase of 3.1 water shares at $5,000 per acre at $5,000 per share = $15,500:

Developer's Advanced Fund Infrastructure (Reimbursed through Impact Fees)

$62,000 **Regional Storm Drain Basin.** Developer's sale of 3.1 acres for storm drain basin at $20,000 per acre, reimbursed through impact fees, no cash expense to the City (City's purchase valued at $62,000, 3.1 acres x $20,000 per acres= $62,000)

$12,000 **3.1 Water Shares to Irrigate Future Park.** Developer's sale of 3.1 water shares at $5,000 per share, reimbursed through impact fees, no cash expense to the City (City's purchase of 3.1 water shares at $5,000 per acre at $5,000 per share = $15,500)

Rivers Edge Annexation. City staff negotiated the following with the Rivers Edge Annexation. Ordinance No. 21-12

Developer's Contribution Infrastructure

$163,000 **Park Space.** Developer's contribution of 5.462 acres for park for $0.00 (Developer's contribution valued at $163,000, 5.462 acres x $30,000 per acres= $163,000)

$3,443 **Pump Station Site.** Developer's contribution of 5,000 square feet for Service Area 9 pump station site for $0.00 (Developer's contribution valued at $3,443, 5,000 square feet x 0.69 per square foot = $3,443)

$39,810 **Water Shares.** Developer's contribution of 7.962 water shares for $0.00 to irrigate the future park and storm drain basin. (Developer's contribution valued at $39,810, 7.962 water shares x $5,000 per share = $39,810)

- 2.5- Storm Drain Basin
- 5.462- Park

7.962- Total Water Shares

Developer's Advanced Fund Infrastructure (Reimbursed through Impact Fees)

$75,000 **Regional Storm Drain Basin.** Developer's sale of 2.5 acres for storm drain basin at $30,000 per acre, reimbursed through impact fees, no cash expense to the City (City's purchase valued at $75,000, 2.5 acres x $30,000 per acres= $75,000)

Bear River Meadows- - Ordinance No. 22-04

Developer's Contribution Infrastructure

$94,550 **Trail Fencing.** Developer's contribution to pay a fee-in-lieu of constructing a four (4') foot Majestic Fencing, or a commercial-grade equivalent, with an eighteen (18") inch concrete strip located directly under the fencing to prevent vegetation from growing up through the fencing on both sides of the trail corridor which is approximately 1,550 in length. The cost for fencing is $24.00 per linear foot, and the cost of the concrete mow strip is $6.50 per linear foot. (Developer's contributions for trail fencing is valued at $74,400, $24.00 per linear foot x $3,100 linear feet (both sides of the trail corridor = $74,400). (Developer's contributions for mow strip is valued at $20,150, $6.50 per linear foot x 3,100 linear feet (both sides of the trail corridor = $20,150).

$29,992 **Trail Construction.** Developer's contribution to pay a fee-in-lieu for constructing a ten (10') foot wide asphalt trail on the land that the Developer dedicates for the trail corridor (being approximately 1,550 in length). The agreed-upon fee-in-lieu amount is no less than $19.35 per linear foot for the ten (10') wide asphalt trail and shall increase based upon the percentage of inflation that has occurred since the year 2022 and the time that the payment of the fee-in-lieu is made to the City. (Developer's contributions valued at $29,992, $19.35 per linear foot x 1,550 linear feet = $29,992)

$157,500 **Developer's Contribution to Park Improvements.** Developer's contribution of an estimated $157,000 (105 units x $1,500 per unit = $157,500) in cash to Tremonton City for park improvements. This cash contribution is in addition to parks, recreation, open space, & trails impact fees required to be paid by any Tremonton City Impact fee enactment ordinance. This financial contribution shall be no less than $1,500 for each unit and shall increase based on the percentage of inflation that has occurred since the year 2022 and the time that the payment of the financial contribution is made to the City. The Developer shall contribute based on the number of units that the Developer shall construct with each phase of the subdivision or site plan, with the contribution being formalized in a subdivision or site plan development agreement and paid before the recording of the subdivision or approval of the site plan. The maximum density that can be developed on this project is 105 units. These financial contributions shall be used at the sole discretion of the Tremonton City

Council for the construction of any future park, recreation, open space, or trail improvement or the rehabilitation of any existing public parks, recreation, open space, or trail improvements.

$19,100 **3.82 Water Shares for Existing Open Spaces.** Developer's contribution of 3.82 water shares for $0.00 to irrigate the existing parks and open space. (Developer's contribution valued at $19,100, 3.82 water shares x $5,000 per share = $19,100)

- 2.2- Shuman Park
- 0.28- Midland Square
- 0.5- Harris Park Subdivision
- 0.67- Harris Park Main Street
- 0.17- Holmgren Trail Head

3.82 Total Water Shares

Villages at North Park - Ordinance 22-07

Developer's Contribution Infrastructure

$79,300 **Trail Fencing.** Developer's contribution to pay a fee-in-lieu of constructing a four (4') foot Majestic Fencing, or a commercial-grade equivalent, with an eighteen (18") inch concrete strip located directly under the fencing to prevent vegetation from growing up through the fencing on one side of the trail corridor which is approximately 2,600 in length. The cost for fencing is $24.00 per linear foot, and the cost of the concrete mow strip is $6.50 per linear foot. (Developer's contributions for trail fencing is valued at $62,400, $24.00 per linear foot x 2,600 linear feet (both sides of the trail corridor = $62,400). (Developer's contributions for mow strip is valued at $16,900, $6.50 per linear foot x 2,600 linear feet (both sides of the trail corridor = $16,900).

$50,310 **Trail Construction.** Developer's contribution to pay a fee-in-lieu for constructing a ten (10') foot wide asphalt trail on the land that the Developer dedicates for the trail corridor (being approximately 2,600 in length). The agreed-upon fee-in-lieu amount is no less than $19.35 per linear foot for the ten (10') wide asphalt trail and shall increase based upon the percentage of inflation that has occurred since the year 2022 and the time that the payment of the fee-in-lieu is made to the City. (Developer's contributions valued at $50,310, $19.35 per linear foot x 26 linear feet = $50,310)

$475,000 **Developer's Cash Contribution for Park Improvements.** Developer's contribution of an estimated $475,000 (355 units x $1,337 per unit = $475,000) in cash to Tremonton City for park improvements. This cash contribution is in addition to parks, recreation, open space, & trails impact

fees required to be paid by any Tremonton City Impact fee enactment ordinance. This financial contribution shall be no less than $1,337 for each unit and shall increase based on the percentage of inflation that has occurred since the year 2022 and the time that the payment of the financial contribution is made to the City. The Developer shall contribute based on the number of units that the Developer shall construct with each phase of the subdivision or site plan, with the contribution being formalized in a subdivision or site plan development agreement and paid before the recording of the subdivision or approval of the site plan. The maximum density that can be developed on this project is 355 units. These financial contributions shall be used at the sole discretion of the Tremonton City Council for the construction of any future park, recreation, open space, or trail improvement or the rehabilitation of any existing public parks, recreation, open space, or trail improvements.

$60,000 **12 Water Shares for North and South Parks.** Developer's contribution of 12 water shares for $0.00 to irrigate the existing parks and open space (Developer's contribution valued at $60,000, 5 water shares x $5,000 per share = $60,000):

- 6- North Park
- 6- South Park

12 Total Water Shares

Purchase Storm Drain Basin & Open Space

$817,098 **Park and Regional Storm Drain Basin- Open Space**. The City acquired 13.179 acres for park and storm drain and 13.179 shares of water for $62,000 per acre. The acquisition of real property is paid with impact fees.**-** Resolution No. 22-48

- 7.479- Park Space
- 5.7- Regional Storm Drain Basin

13.179 Total Open Space acres

Impact Fees

$8,976 **Impact Fee Updates.** Zion's Bank has prepared the Impact Fee Analysis (IFA), which shows the maximum impact fee the City Council can adopt in its impact fee ordinance. Below is a table entitled Change in Impact Fee Amount for Single-Family House (ERC of ERU) that shows the current impact fee amount and the proposed impact fee (the highest amount that can be legally charged as an impact fee). Additionally, the last column of the table shows the difference between the current impact fee amount and the proposed impact fee amount.

Change in Impact Fee Amount for Single-Family Detached House (ERC or ERU)				
				Difference
	Pre 2009 Impact Fee	2014 Impact Fees	2021 Impact Fees	from 2014 to 2021
Culinary Water	$ 3,342.44	$ 1,284.00	$4,701.80	$ 3,417.80
Sanitary Sewer Collection	$ 552.36	$ 316.00	$ 932.43	$ 616.43
Storm Drain	$ -	$ 1,499.00	$ 3,570.54	$ 2,071.54
Transportation			$ 1,644.95	$ 1,644.95
Parks & Recreation	$ 353.76	$ 1,292.37	$ 2,518.25	$ 1,225.88
TOTAL	$ 4,248.56	$ 4,391.37	$13,367.97	$8,976.60

Updating impact fee for parks, trails, sewer water, storm drain transportation,- Ordinance No. 21-09 and 21-10 and Ordinance No. 22-01 and .02

Updated the wastewater treatment impact fees- Ordinance No. 18-01 and Ordinance No. 18-02

EXHIBIT “C”

CITY MANAGER AGREEMENT
BETWEEN TREMONTON CITY AND SHAWN WARNKE
From April 3, 2023 to April 1, 2028.

This Agreement, made and entered into October 4, 2022, by and between Tremonton City, a municipal corporation, hereinafter referred to as "City" and Shawn Warnke, herein referred to as "Manager", collectively the City and Manager shall be hereinafter referred to as "Parties" and individuals as "Party"; and

WHEREAS, the City desires to employ the services of Shawn Warnke as City Manager of Tremonton City, and it is the desire of the Tremonton City Mayor and Council, hereinafter referred to as "Council", to provide certain benefits, establish certain conditions of employment and to set general working conditions of said Manager; and

WHEREAS, the Manager desires to accept employment as City Manager of Tremonton City; and

WHEREAS, it is the desire of the Council to: (1) secure and retain the services of the Manager and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by encouraging the Manager's good morale and provide assurances with respect to future security; and (3) to provide a just means for terminating the Manager's services at such time as he may be unable to adequately discharge his duties or when the City may otherwise desire to terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

SECTION 1. DUTIES

A. Duties of Manager. The City hereby appoints and employs Shawn Warnke as City Manager to perform the functions and duties specified by existing ordinances, regulations and this Agreement, and to perform other legally permissible and proper duties and functions as the Council requests, and be responsible for managing and directing the day-to-day operations of all City departments. All city employees, including Department Heads, shall be responsible to the Manager. The Manager shall advise the Mayor and Council on matters of policy, procedure and business affecting the City.

SECTION 2. TERMS

A. Right to Terminate. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Manager at any time, subject only to the provisions set forth in this Agreement.

B. Term of Agreement. The Parties agree to extend the Manager's appointment and employment for another five (5) year term starting from April 3, 2023, which is the end of his current appointment and employment to April 1, 2028. Negotiations regarding changes in any renewal Agreement may commence at anytime but shall commence no later than October 1, 2027 and said negotiations shall be completed at least ninety (90) days prior to the end of the term. The Manager shall give written notice to the Mayor and Council of the requirement under this Agreement to renegotiate a contract at anytime but no later than October 1, 2027.

C. Resignation of Manager. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the City, provided Manager gives City at least thirty (30) days written notice of his intent to resign. Unless agreed upon between the Parties otherwise, failure to give thirty (30) days notice of resignation shall require Manager to pay a penalty to City equal to thirty (30) days basic salary.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. Resignation of Manager- Severance Pay. In the event the Manager retires or leaves his position with the City, giving at least thirty (30) days written notice of intent, he shall receive a cash pay out of one-hundred (100%) percent of his unpaid earned paid annual leave and fifty (50%) percent of his unpaid earned paid sick leave.

B. Termination of Manager- Severance Pay. In the case the Manager is terminated by the Council, the City agrees to pay the Manager the following as a base severance package: a lump sum cash payment equal to six (6) months base salary; a lump sum cash payment equal to six (6) months of the car allowance; together with one-hundred (100%) percent of his unpaid earned paid annual leave and fifty (50%) percent of his unpaid earned paid sick leave and full benefits as enumerated in this Agreement or as contained in the City's Personnel Policies and Procedures Manual, including health insurance, for a period of six (6) months following his termination

Additionally, the Manager shall also receive a years of service severance package calculated as an additional one (1) month lump sum cash payment in base salary, including car allowance and full benefits as enumerated in this Agreement or as contained in the City's Personnel Policies and Procedures Manual, including health insurance for each three (3) years in which Manager has been employed by the City. In no case shall severance pay including the base severance package and years of service severance package exceed one (1) year.

Provided, however, that in the event the Manager is terminated because of criminal conviction involving moral turpitude, or criminal conviction involving serious misconduct which results in a high level of embarrassment to the City, which in the opinion of the Council severely interferes with the efficient or effective performance of assigned duties; then, in that event, the City may terminate the Manager without the

obligation to pay the severance package as set forth in this paragraph.

C. Non-Appropriation- Severance Pay. In the event the Council fails to budget for the salary of the Manager as payable under this Agreement, thereby making it impossible to make payment hereunder, that act shall be considered a termination of this Agreement and the severance pay as set forth in this Agreement shall be paid by the City.

D. Form of Government Change- Severance Pay. In the event the Council changes its ordinances or regulations or chooses an optional form of government whereby his position of City Manager is terminated and the City cannot perform its obligations pursuant to this Agreement, that action shall be considered a termination of the Manager and the severance pay as set forth in this Agreement shall be paid by the City.

E. Disability Termination- Severance Pay. If the Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) weeks which is allowed by the Family and Medical Leave Act and any accrued leave, the City shall have the option to terminate this Agreement, subject to the severance package requirements of this Agreement.

SECTION 4. SALARY AND BENEFITS

A. Base Salary. The City agrees to pay the Manager for his services rendered pursuant hereto an annual base salary which is currently in affect, payable in installments at the same time as other employees of the City are paid. Said base salary shall increase commensurate with cost-of-living increases approved by the Council for employee wages or as a selective salary adjustment approved by the Mayor and Council through the budgeting process. At any time while the Manager is employed for the City, the City and the Manager may, by mutual written agreement, change the terms of the base salary or any other provisions of this Agreement.

B. Vehicle Allowance. The Manager, in addition to his regular base salary, will receive a vehicle allowance which is currently in affect, payable in installments at the same time as other employees of the City are paid. Said vehicle allowance shall increase commensurate with cost-of-living increases approved by the Council for employee wages, and allowances. At the Manager's election, the compensation associated with the vehicle allowance can be changed from an allowance to salary, for purposes of including this compensation into the Manager's retirement calculations for the Utah Retirement System. In all cases travel, by the Manager, in behalf of the City, further than seventy-five (75) miles from the City offices (located at 102 S. Tremont St.) as calculated by MapQuest or a similar program will be reimbursed by the City at the mileage rate established in accordance with City policies.

C. Other Benefits and Terms. Unless otherwise specified in this Agreement the Manager shall receive additional benefits on the same basis as other employees as contained in the City's Personnel Policies and Procedures as amended from time to time. These benefits

shall include but be not limited to Social Security Contributions, Utah State Retirement Contributions, Long Term Disability Insurance, Health and Life Insurance benefits, paid annual leave and paid sick leave benefits, military duty benefits, and generally such other benefits including merit increases, cost-of-living increases and pay considerations given in lieu of salary. The basic monthly cost of benefits for the City Manager and family, including Health, Dental, Vision, Life Insurance, Accidental Death & Dismemberment and Long Term Care, which are to be paid by the City are the same as would normally paid for any employee in the same category (i.e., single, couple, or family rate). Any portion of the premium above the City's basic benefit shall be the responsibility of the City Manager and shall be deducted from his bi-weekly paycheck.

D. Paid Leave- Benefit. The City Manager shall earn one-hundred and sixty (160) hours of paid annual leave per year.

E. URS Exempt Status. The City Manager may choose to be an exempt status employee wherein he does not have to participate in the Utah State Retirement (URS) program. The contributions to URS are to be at a rate equal to or greater than the rate required by URS.

SECTION 5. PERFORMANCE EVALUATION

A. Performance Evaluations. The Mayor shall determine the method, manner, and frequency to evaluate the Manager's performance.

SECTION 6. PROFESSIONAL CONSIDERATIONS

A. Professional Association and Training. The City recognizes that the Manager should be involved with organizations that will increase his professional skills and permit him to maintain a current understanding of managerial activities, and therefore, presently believes that membership in the International City Management Association (ICMA) and the Utah City Managers Association (UCMA) should be encouraged and paid by the City. In addition, it is anticipated that certain seminars and training programs may be desirable and in that event are encouraged activities of the Manager with payment to be made by the City as a budgeted amount.

B. Computer, Cellphones, Etc. The City shall supply the Manager a laptop computer, notebook, cellphone, mp3 player, and cellphone service for both business and personal use. The expense associated with the purchase and maintenance of the laptop computer, notebook, mp3 player, cellphone, and cellphone service shall be the responsibility of the City, but shall be the personal property of the Manager. The City's responsibility for maintenance of the aforementioned items shall be concurrent with the term of the Manager employment and shall end once the Manager's employment is terminated. The personal use of the laptop, notebook, and cellphone service shall be at the discretion of the Manager.

SECTION 7. PROMOTIONAL ACTIVITIES

A. Promotional Activities. It is also anticipated that the Manager will be involved in certain promotional activities providing business lunches and entertainment which are intended to be for the direct benefit of the City and shall be paid for by the City. The Manager shall submit these anticipated expenses of the City for the above-named activities to the Council during the annual budgetary process.

SECTION 8. NON-RESIDENCY REQUIREMENT

A. Non-Residency Requirement. The Parties agrees that the Manager is not required to reside within the incorporated limits of the City. This non-residence requirement shall survive the term of this Agreement and so long as the Manager is employed with the City he shall not be required to live within the incorporated limits of the City

SECTION 9. INDEMNIFICATION

A. Indemnification. Excepting criminal charges, the City shall defend, save harmless and indemnify the Manager, including the cost of counsel against any tort, professional liability claim or demand or other legal action, claim or claims, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties as Manager within the scope of employment. The City will defend, compromise, or settle any such claim or suit and pay any judgment rendered thereon on behalf of the Manager or his estate or heirs.

SECTION 10. BONDING

A. Payment of Bonds. The City shall pay the cost of a fidelity bond or other bonds required of the Manager or deemed advisable to obtain.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Other Terms and Conditions of Employment. The Council, in consultation with the Manager, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City ordinance or state law.

SECTION 12. NOTICES

A. Notices. Notices pursuant to this Agreement shall be given by personal delivery, emailed, or deposit in the custody of the United States Postal Service, postage pre-paid. Notice shall be deemed given: (1) as of the date of personal delivery; (2) as of the date emailed, or (3) as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. In the event either Party changes

addresses, notification of the other Party of the changed address shall be given in accordance with this section. Notices shall be ~~certified~~ mail addressed as follows:

(1) The City: Tremonton City Mayor and Council
102 South Tremont St.
Tremonton, UT 84337

(2) The Manager Shawn Warnke
swarnke@tremontoncity.com
102 South Tremont St.
Tremonton, UT 84337

SECTION 13. GENERAL PROVISIONS

A. Entire Agreement. The text herein shall constitute the entire Agreement between the Parties and any amendments shall be reduced to writing and agreed upon by both Parties.

B. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.

C. Effective Date. This Agreement shall become effective commencing immediately upon signing by both Parties.

D. Severable. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

E. Default. In the event of default under the terms of this Agreement the defaulting Party agrees to pay all costs of enforcement, including a reasonable attorney's fee. The Council and future Councils agree that this Agreement supersedes any City ordinance that is in conflict with this Agreement and covenant not to adopt any ordinance or resolution that is in conflict with this Agreement, so as not to violate or default on any term or condition contained herein.

F. Amendments. At any time while the Manager is employed for the City, the City and the Manager may, by mutual written agreement, change the terms or any other provisions of this Agreement.

G. Survival of Terms. Any term in the Agreement that is intended by its nature to survive the execution date of the Agreement shall so survive.

IN WITNESS WHEREOF, Tremonton City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

TREMONTON CITY CORPORATION

_____

Lyle Holmgren, Mayor

ATTEST:

_____

Linsey Nessen, City Recorder

_____

Shawn Warnke, City Manager

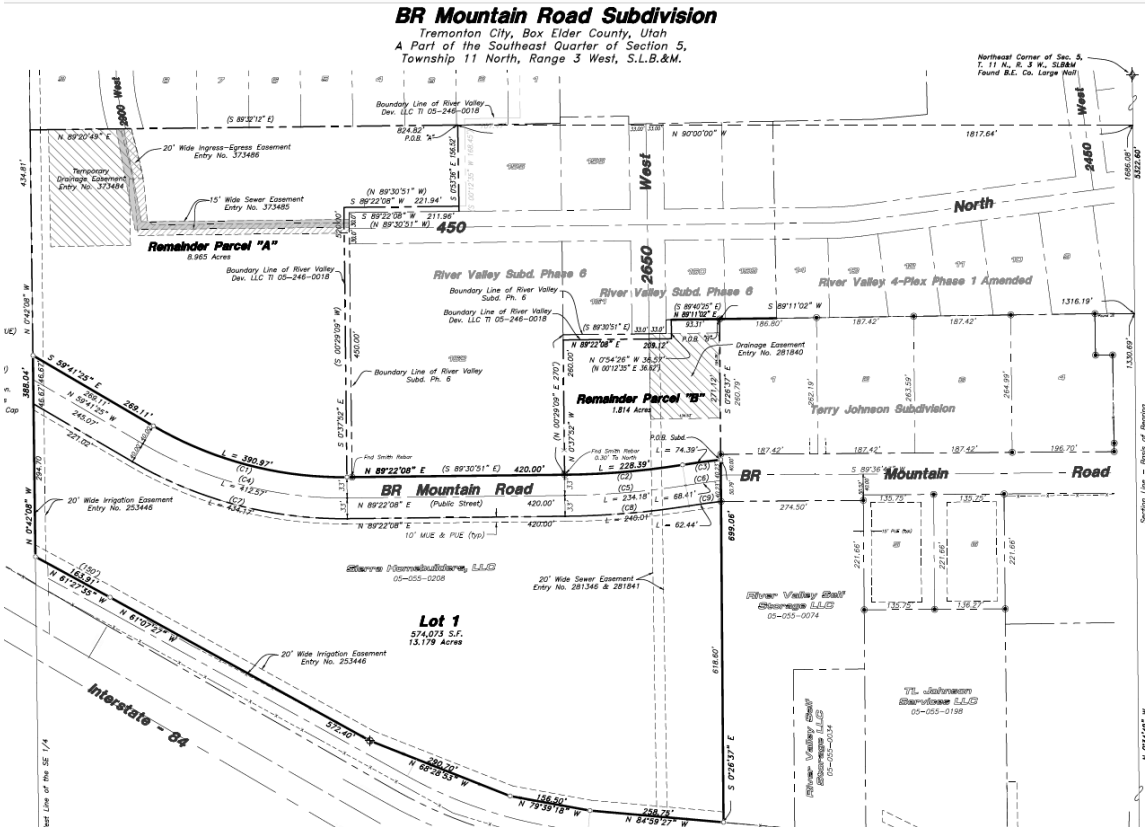
TREMONTON CITY
CITY COUNCIL MEETING
OCTOBER 18, 2022

TITLE:	Discussion and consideration of adopting Resolution No. 22-56 ratifying the BR Mountain Road Subdivision Development Agreement
FISCAL IMPACT:	Not applicable
PRESENTER:	Shawn Warnke, City Manager

WHO, WHAT, WHY:

The DRC approved the BR Mountain Road Subdivision, which included the extension of BR Mountain Road from approximately 2595 West to the western city boundary. The BR Mountain Road Subdivision also included the 13.179-acre lot that the City purchased for the regional storm drain basin and park. Originally, the City had intended to record Resolution No. 22-48, the real estate purchase agreement for the extension of BR Mountain Road and the 13.179-acre lot. However, when Sierra Homesbuilders, LLC purchased the property from Chris Sorensen, the County issued a new tax identification number which did not easily accommodate the recording of the purchase agreement. With the approval of the BR Mountain Road Subdivision, Sierra Homebuilders, LLC, and the City thought it would be well to include the terms in Resolution No. 22-48 (purchase agreement) that should survive the City's purchase of the road and 13.179 acres. Namely, the obligation for constructing BR Mountain Road and naming the park "Stokes Park," which was included in Resolution No. 22-48.

The BR Mountain Road Subdivision terms are generally the exact text as in Resolution No. 22-48 (the real estate purchase agreement), with a few clarifications. The intention is to record this subdivision development agreement against Lot 1 (City Property) and Remainder Parcel "A" (River Valley 9), and Remainder Parcel "B" (River Valley 8).



RESOLUTION NO. 22-56

A RESOLUTION OF TREMONTON CITY CORPORATION RATIFYING THE BR MOUNTAIN ROAD SUBDIVISION 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 and City hereto have agreed that the development of the property will require municipal services and will further require the installation of certain improvements; and

WHEREAS, the City has approved the BR Mountain Road Subdivision Final Plat for recording with the Recorder's Office of Box Elder County, Utah; and

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

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the BR Mountain Road Subdivision Development Agreement is ratified as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 18th day of October 2022.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

_____
Linsey Nessen, City Recorder

EXHIBIT “A”

Entry No. 457350 B: 1539 P: 0238
10/11/2022 12:10:19 PM Pages: 27
AGREEMENT For: SIERRA HOMEBUILDERS LLC FEE $40.00
Chad Montgomery, Box Elder County Utah Recorder

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

BR MOUNTAIN ROAD SUBDIVISION
SUBDIVISION DEVELOPMENT AGREEMENT

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 11 day of October, 2022, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and Sierra Homebuilders, 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:

SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE WEST BOUNDARY LINE OF THE BR MOUNTAIN ROAD, TREMONTON CITY CORPORATION PROPERTY, TAX ID. NO. 05-055-0186 LOCATED 1330.69 FEET NORTH 00°34'49" WEST ALONG THE EAST LINE OF SAID SECTION AND 1316.19 FEET SOUTH 89°11'02" WEST AND 271.12 FEET SOUTH 00°26'37" EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 5;

RUNNING THENCE SOUTH 00°26'37" EAST 699.06 FEET ALONG THE WEST BOUNDARY OF SAID TREMONTON CITY CORPORATION PROPERTY AND THEN THE WEST BOUNDARY OF THE RIVER VALLEY SELF STORAGE LLC PROPERTY, TAX ID. NO. 05-055-0074 TO THE NORTHERLY BOUNDARY LINE OF THE FRONTAGE ROAD WHICH IS NORTH OF INTERSTATE 15; THENCE ALONG SAID NORTHERLY BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES; (1) NORTH 84°59'27" WEST 258.75 FEET; (2) NORTH 79°39'18" WEST 156.50 FEET; (3) NORTH 68°28'53" WEST 290.70 FEET; (4) NORTH 61°07'27" WEST 572.40 FEET; AND (5) NORTH 61°27'35" WEST 163.91 FEET (150' BY UDOT RECORDS) TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID WEST LINE NORTH 00°42'08" WEST 388.04 FEET; THENCE SOUTH 59°41'25" EAST 269.11 FEET; THENCE EASTERLY TO THE LEFT ALONG THE ARC OF A 724.00 FOOT RADIUS CURVE, A DISTANCE OF 390.97 FEET, CHORD BEARS SOUTH 75°09'39" EAST 386.24 FEET, HAVING A CENTRAL ANGLE OF 30°56'26" TO THE BOUNDARY LINE OF RIVER VALLEY DEVELOPMENT LLC PROPERTY, TAX ID. NO. 05-246-0018; THENCE NORTH 89°22'08" EAST (SOUTH 89°30'51" EAST BY RECORD) 420.00 FEET ALONG SAID BOUNDARY LINE AND THE SOUTH BOUNDARY OF LOT 162, RIVER VALLEY SUBDIVISION PHASE 6 TO THE SOUTHEAST CORNER OF SAID LOT 162; THENCE EASTERLY TO THE LEFT ALONG THE ARC OF A 1567.70 FOOT RADIUS CURVE, A DISTANCE OF 228.39 FEET, CHORD BEARS NORTH 85°11'48" EAST 228.19 FEET, HAVING A CENTRAL ANGLE OF 08°20'49"; THENCE IN A EASTERLY DIRECTION WITH A REVERSE TANGENT CURVE TO THE RIGHT OF A 1658.00 FOOT RADIUS CURVE, A DISTANCE OF 74.39 FEET, CHORD BEARS NORTH 82°18'30" EAST 74.38 FEET, HAVING A CENTRAL ANGLE OF 02°34'14" TO THE POINT OF BEGINNING. CONTAINING 15.713 ACRES.

PARCEL "A"

A PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHWEST CORNER OF LOT 155, RIVER VALLEY SUBDIVISION PHASE 6 BEING A POINT ON THE SOUTH BOUNDARY LINE OF SORENSEN SUBDIVISION PHASE 3 LOCATED 1686.08 FEET NORTH 00°34'49" WEST ALONG THE EAST LINE OF SAID SECTION AND 1817.64 FEET NORTH 90°00'00" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 5;

RUNNING THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 155 SOUTH 00°53'36" EAST (SOUTH 00°12'35" WEST BY RECORD) 156.52 FEET TO THE BOUNDARY LINE OF RIVER VALLEY DEVELOPMENT LLC PROPERTY, TAX ID. NO. 05-246-0018; THENCE ALONG SAID RIVER VALLEY DEVELOPMENT LLC PROPERTY THE FOLLOWING TWO (2) COURSES; (1) SOUTH 89°22'08" WEST (NORTH 89°30'51" WEST BY RECORD) 221.94 FEET; AND (2) SOUTH 00°37'52" EAST (SOUTH 00°29'09" WEST BY RECORD) 520.00 FEET; THENCE WESTERLY ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 724.00 FOOT RADIUS CURVE, A DISTANCE OF 390.97 FEET, CHORD BEARS NORTH 75°09'39" WEST 386.24 FEET, HAVING A CENTRAL ANGLE OF 30°56'26"; THENCE NORTH 59°41'25" WEST 269.11 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID WEST LINE NORTH 00°42'08" WEST 434.81 FEET TO THE SOUTHWEST CORNER OF SAID SORENSEN SUBDIVISION PHASE 3; THENCE NORTH 89°20'49" EAST (SOUTH 89°32'12" EAST BY RECORD) 824.82 FEET ALONG THE SOUTH BOUNDARY OF SAID SORENSEN SUBDIVISION PHASE 3 TO THE POINT OF BEGINNING. CONTAINING 8.965 ACRES.

PARCEL "B"

A PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, TERRY JOHNSON SUBDIVISION BEING A POINT ON THE SOUTH BOUNDARY LINE OF RIVER VALLEY SUBDIVISION PHASE 6 LOCATED 1330.69 FEET NORTH 00°34'49" WEST ALONG THE EAST LINE OF SAID SECTION AND 1316.19 FEET SOUTH 89°11'02" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 5;

RUNNING THENCE SOUTH 00°26'37" EAST 271.12 FEET ALONG THE WEST BOUNDARY OF SAID TERRY JOHNSON SUBDIVISION; THENCE WESTERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 1658.00 FOOT RADIUS CURVE, A DISTANCE OF 74.39 FEET, CHORD BEARS SOUTH 82°18'30" WEST 74.38 FEET, HAVING A CENTRAL ANGLE OF 02°34'14"; THENCE IN A WESTERLY DIRECTION WITH A REVERSE TANGENT CURVE TO THE RIGHT OF A 1567.70 FOOT RADIUS CURVE, A DISTANCE OF 228.39 FEET, CHORD BEARS SOUTH 85°11'48" WEST 228.19 FEET, HAVING A CENTRAL ANGLE OF 08°20'49" TO THE SOUTHEAST CORNER OF LOT 162, RIVER VALLEY SUBDIVISION PHASE 6; THENCE NORTH 00°37'52" WEST (NORTH 00°29'09" EAST BY RECORD) 260.00 FEET; THENCE NORTH 89°22'08" EAST (SOUTH 89°30'51" EAST BY RECORD) 209.12 FEET; THENCE NORTH 00°54'26" WEST 36.57 FEET (NORTH 00°12'35" EAST 36.62 FEET BY RECORD); THENCE NORTH 89°11'02" EAST (SOUTH 89°40'04" EAST BY RECORD) 93.31 FEET TO THE POINT OF BEGINNING. CONTAINING 1.814 ACRES.

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

WHEREAS, the Parties hereto have agreed that the development of the Property will require municipal services from the City in order to serve such area and will further require the

installation of certain improvements primarily of benefit to the lands to be developed and not to the City of Tremonton as a whole; and

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

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

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

SECTION 1. GENERAL CONDITIONS

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

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

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

C. **Culinary Water and Sewer Treatment Capacity.** The City, which includes the Tremonton City Culinary Water Authority and Tremonton City Sanitary Sewer Authority, does

not reserve or warrant water capacity or sewer treatment capacity until the issuance of a building permit. Recording of the Final Plat, execution of this Agreement, and/or recording of any lot within the Development does not constitute a reservation or warranty for water capacity and/or sewer treatment capacity

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

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

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

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

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

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

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

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

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

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

arising entirely after the date of acceptance by the City of the public improvements constructed on the dedicated property, except to the extent that such circumstances are the result of the acts or omissions of the Developer. Said indemnification shall not extend to claims, actions, or other liability arising as a result of any hazardous substance, pollutant, or contaminant generated or deposited by the City, its agents or representatives, upon the property dedicated to the City in connection with this Development. The City agrees to give notice to the Developer that he must obtain a complete discharge of all City liability through such settlement. Failure of the City to give notice of any such claim to the Developer within ninety (90) days after the City of first receives a notice of such claim under the Utah Governmental Immunity Act for the same, shall cause this indemnity and hold harmless agreement by the Developer to not apply to such claim and such failure shall constitute a release of this indemnity and hold harmless agreement as to such claim.

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

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

SECTION 2. SPECIAL CONDITIONS

2.01 Background. Tremonton City is the purchaser of Lot 1 of the BR Mountain Road Subdivision from the Developer, as further detailed in Tremonton City Resolution No. 22-48 approving a Real Estate Purchase Agreement between Tremonton City and Sierra Homebuilders, LLC. Lot 1 was purchased by the City for the anticipated purpose of constructing a regional storm drain basin and park. The City has also compensated the Developer the City's proportionate share of land needed to create BR Mountain Road as detailed in Resolution No.22-48.

The Developer has dedicated their proportionate share of BR Mountain Road with the recording of the BR Mountain Road Subdivsion. The recording of the BR Mountain Road Subdivision has created Remainder Parcel "A" and Remainder Parcel "B" as shown in Exhibit "C." At the time of recording the BR Mountain Road Subdivision, the Developer has submitted land use applications to develop River Valley Phase 8, which is Remainder Parcel "B," and River Valley Phase 9, which is Remainder Parcel "A," as generally shown in Exhibit "E." River

Valley Phases 8 and 9 have not be officially approved by the City at the time of recording this Agreement.

The remainder of *Section 2. Special Conditions* formalize each Party's responsibility for the construction of BR Mountain Road.

2.02 BR Mountain Road. Tremonton City adopted Resolution No. 18-40, approving the Tremonton Transportation Master Plan that identifies a minor arterial road, eighty feet (80') wide from 2000 West to 1000 North, known as BR Mountain Road. The City previously constructed the first segment of BR Mountain Road from 2300 West to approximately 2595 West.

The extension of BR Mountain Road from approximately 2595 West to the western city boundary will provide access to Lot 1 and create Remainder Parcel "A" and Remainder Parcel "B," both remaining in control of the Developer as shown in Exhibit "C." The Parties agree on the necessity of extending BR Mountain Road to provide access to each Parties' respective property. More specifically, the Parties agree and covenant to be responsible for their proportionate share of constructing BR Mountain Road described below.

2.03 Each Party's Proportionate Share for BR Mountain Road. Each Party agrees and shall dedicated their proportionate share of land necessary for the eighty-foot (80') wide minor arterial referred to as the BR Mountain Road as agreed upon in the Tremonton City Resolution No. 22-48 and with the recording of the BR Mountain Road Subdivision. Each Party's proportionate share of BR Mountain Road was determined by calculating the area (length multiplied by width) attributed to each Party's respective property. More specifically, the proportionate share of the length is generally determined to be the length of each Party's property's frontage on BR Mountain Road.

The width is determined by applying the standard exaction practices of Tremonton City for developing roads, which requires Developers to be responsible for developing collector roads, which are sixty-six feet (66') in width. Each Party has equally split the dedication for a sixty-six foot (66') width, with each Party being responsible for thirty-three feet (33') in width for the frontage that each property owner has on BR Mountain Road.

Since BR Mountain Road is a minor arterial road being eighty feet (80') in width, the City, as suggested by exaction laws, shall be responsible for the costs of upsizing from a collector road width of sixty-six feet (66') to eighty feet (80'). Specifically, the City is responsible for thirty-three feet (33') of width plus fourteen (14) additional feet for a total of forty-seven feet (47'). The City has also agreed to be responsible for the portion of BR Mountain Road for the existing Ashfield Apartments, which is the length of the apartment's frontage multiplied by thirty-three feet (33').

Using this agreed methodology of the proportionate share for BR Mountain Road, a licensed surveyor with Hansen & Associates calculated the general area of land that is each Party's responsibility as contained in Exhibit "D." Generally, the Developer's proportionate

share is 0.73 acres or 31,740 square feet of BR Mountain Road. The City's proportionate share of BR Mountain Road as contained in Exhibit "D," which is 1.81 acres.

2.04 Dedication of Perpetual Public Utility Easements and Municipal Utility Easement. Each Party agrees and covenants to dedicate a ten-foot (10') perpetual public utility easement and municipal utility easement on their property that has frontage on BR Mountain Road, as required by 2.06.085 of the City Land Use Code. These easements are necessary for the construction of public utilities and municipal utilities, which include, but are not limited to, electrical services, natural gas, and telecommunications.

The Developer agrees to dedicate a ten-foot (10') perpetual public utility easement and municipal utility easement for Remainder Parcel "A" and Remainder Parcel "B" when it is further subdivided as currently contemplated and shown on Exhibit "E." Dedicating the public utility easement, and municipal utility easement is done without direct monetary compensation for the dedication of these easements.

2.05 Each Party's Proportionate Share of Constructing BR Mountain Road. Each Party agrees and covenants to be financially responsible for constructing their proportionate share of BR Mountain Road and the wet utilities within BR Mountain Road as described below. Using the general methodology described within this Agreement (Subsection *2.03 Each Party's Proportionate Share for BR Mountain Road*), the Tremonton City Engineer has prepared an engineer estimate contained in Exhibit "B" that allocates each Party's exact proportionate share of improvements for constructing BR Mountain Road.

The Parties acknowledge that they have had a chance to review the engineer's estimate and the allocation of the improvements as detailed in Exhibit "B" and that these allocations are roughly proportionate and fairly reflect each Party's proportionate share of their financial obligation for constructing BR Mountain Road. The Parties also acknowledge that there is a difference between the percentage of proportionate share contained in Exhibit "D" and Exhibit "B" and that each Parties agrees that their proportionate share for constructing BR Mountain Road is as follows; the Developer's proportionate share for constructing BR Mountain Road is 33.88 percent of the overall project costs. The City's proportionate share for constructing BR Mountain Road is the remaining 66.12 percent of the overall construction costs. The proportionate share of each Party is based upon the explanation below.

2.05.01 Construction of the Road Section for BR Mountain Road. Each Party agrees to pay for the costs of their proportionate share of constructing the full extension of BR Mountain Road, as shown in Exhibit "C." The road section improvements generally include, but are not limited to, granular material, road base, asphalt, geotextile fabric, asphalt, curb, gutter, and sidewalk and are further itemized in Exhibit "B." Each Party's proportionate share for constructing the road section uses the general methodology in calculating the area (length multiplied by width) that is detailed in Subsection *2.03 Each Party's Proportionate Share for BR Mountain Road,* as shown in Exhibit "D."

The City shall also be responsible for the cost of any upsizing of the road section, which generally includes, but is not limited to, a larger quantity of granular material and thicker asphalt, and costs for enlarging one of the sidewalks from four feet (4') to eight feet (8') wide. Road section improvements also include the construction of a ninety-foot (90') temporary turn-around as required by the City's Land Use Code for dead-end roads. The temporary turn-around shall encumber only the City's property, although both Parties shall participate in the cost to construct the turn-around. This general explanation of the methodology for allocating the proportionate share of each Party for constructing the road section for BR Mountain Road has been formalized in Exhibit "B."

2.05.02 Construction of Wet Utilities in BR Mountain Road. Each Party agrees and covenants to pay for the costs of their proportionate share of constructing the wet utilities for the entire extension of BR Mountain Road. The wet utilities within BR Mountain Road include but are not limited to culinary water, secondary water, sewer collection, and storm drainage. The sizing of pipes for these wet utilities shall be the minimum pipe sizes required by the City Land Use Code. Each Party agrees that their proportionate share shall be a division of the construction cost equally for these standard wet utilities, which are required by the City Land Use Code for the entire extension of BR Mountain Road as shown in Exhibit "C."

The City shall pay any incremental cost for upsizing pipes for the wet utilities greater than the minimum required by the City Land Use Code, consistent with Section 2.05.020 of the Tremonton City Land Use Code, such as the upsizing of the storm drain pipe associated with developing the Regional Detention Basin and River Valley Detention Basin. This general explanation of the methodology for allocating the proportionate share of each Party for constructing the wet utilities within BR Mountain Road has been formalized in Exhibit "B."

2.06 Timing of Constructing BR Mountain Road. The Developer has submitted land use applications to develop River Valley Phase 8, which is Remainder Parcel "B," and River Valley Phase 9, which is Remainder Parcel "A," as shown in Exhibit "E." As noted above, the Parties have agreed that Developer's proportionate share of BR Mountain Road constitutes 33.88 percent of the Road, which currently is estimated to be $301,356.77 of the current overall cost that will extend BR Mountain Road to the western edge of River Valley Phase 9 as shown in Exhibit "E".

Developer's desire to develop River Valley Phase 8 and Phase 9 ahead of the City's financial abilities to participate in its proportionate share of constructing BR Mountain Road (66.12 percent). The Developer agrees to construct the first segment of BR Mountain Road extension from the eastern property line of BR Mountain Road Subdivision (approximately 2595 West) to the edge of River Valley Phase 8, which is shown in Exhibit "E."

The first segment that the Developer shall construct shall include the complete right-of-way improvements that include all the improvements described in *2.05.01 Construction of the Road Section for BR Mountain Road* and *2.05.02 Construction of Wet Utilities in BR Mountain Road* and the engineering of these improvements, including the upsizing of road improvements

and wet utilities and include a temporary turn-around. The Developer shall provide the City with the contractor's bid and invoice paid to the contractor to construct the first segment of the BR Mountain Road extension. The bid and invoice that the Developer provides to the City to construct the first segment of BR Mountain Road shall represent the actual construction cost for the BR Mountain Road extension. If the unit prices of the bid and paid invoice that the Developer's provides the City are significantly different, as determined by the City, from the engineer's estimate contained in Exhibit "B," the Parties agree that the engineer's estimate in Exhibit "B" shall be updated to reflect the actual unit price to construct BR Mountain Road. Thereafter, the Developer's estimated proportionate share shall be adjusted commensurate with the Developer paying 33.88 percent of the revised total cost of the BR Mountain Road extension. Developer covenants not to conspire with any contractor, against the City, in getting the bid and paying to construct the first segment of BR Mountain Road.

If the costs of the Developer constructing the first segment of BR Mountain Road shall exceed the Developer's proportionate share of 33.88 percent, currently estimated to be $301,356.77, with the Developer's actual proportionate share being determined based upon the actual construction cost described above, then the City shall participate by paying the difference between the total cost to complete the first segment of BR Mountain Road described above and Developer's proportionate share. Conversely, if the construction of the first segment of BR Mountain Road, as described above, is less than the Developer's proportionate share, the Developer shall pay the City the difference between the cost of the first segment of BR Mountain Road extension and the Developer's proportionate share.

The Parties also acknowledge that the development of River Valley Phase 9 may rely upon some of the wet utilities being constructed in BR Mountain Road. Once the Developer has met their proportionate share of constructing BR Mountain Road by paying their proportionate share, the City shall pay to construct the wet utilities in BR Mountain Road that the City determines to be reasonably needed to provide services to River Valley Phase 9. The City's payment for constructing the wet utilities in BR Mountain Road shall be concurrent with the Developer's development of River Valley Phase 9.

Excepting the preceding paragraph relating to wet utilities, the Parties acknowledge no time limit wherein the City shall be required to construct the extension of BR Mountain Road and wet utilities to the western end of River Valley Phase 9. The City shall construct a drive approach to the ingress/egress entrance of River Valley Phase 9 and connect to the development's planned entrance as shown in Exhibit "E," with the extension of BR Mountain Road.

2.07 Construction of Dry Utilities along BR Mountain Road. In the future and concurrent with either Party's development of their property, each Party shall be responsible for arranging and otherwise paying for telecommunication and streetlight conduits, constructing electrical services, and natural gas services to service along BR Mountain Road for the frontage of their respective property with the development of their property. The Developer agrees that even though BR Mountain Road may not be constructed with their development of River Valley Phase 9, they shall construct the improvements required by this section concurrent with the development of River Valley Phase 9.

2.08 Naming of Storm Drain Basin & Park. The City acknowledges that the Developer has been gracious to work through the process associated with the real estate transaction detailed in Resolution No. 22-48 approving a Real Estate Purchase Agreement between Tremonton City and Sierra Homebuilders, LLC by adjusting their development plans to accommodate the storm drain basin and park. In consideration of all that Developer has done, if the City constructs a storm drain basin and park on the 13.179 acres the City Council has agreed to name the park "Stokes Park."

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:	Sierra Homebuilders, LLC 470 N 2450 W, Tremonton, UT 84337

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

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

Q. **Complete Agreement.** There shall be deemed to be no other terms, conditions, promises, understandings, statements, representations, expressed or implied, concerning this Agreement, unless set forth in writing signed by all of the Parties hereto. Further, paragraph

headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF TREMONTON, UTAH

By: _____
Mayor, Tremonton City

ATTEST:

_____
City Recorder

State of Utah)
§
County of Box Elder)

On this 11 day of October, in the year 2022, before me Cynthia A Nelson a notary public, personally appeared Lyle 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.

_____
Notary Public

CYNTHIA A. NELSON
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 714755
COMM. EXP. 11-28-2024

APPROVED AS TO CONTENT:

_____
City Engineer

APPROVED AS TO FORM:

_____
City Attorney

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

DEVELOPER:

By: _____

Print Name: L Boyd Cook

OWNER:

By: _____

Print Name: L. Boyd Cook, Sierra Homebuilders LLC

Developer/Owner Acknowledgment

State of Utah)

§

County of Box Elder)

On this 10 day of Oct., in the year 2022, before me Joan Chadwick a notary public, personally appeared L Boyd Cook, 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.

Joan Chadwick
Notary Public, State of Utah
Commission # 715084
My Commission Expires
November 06, 2024

_____
Notary Public

Developer/Owner Acknowledgment

State of Utah)

§

County of Box Elder)

On this 10 day of Oct, in the year 2022, before me Joan Chadwick a notary public, personally appeared L Boyd Cook, 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.

Joan Chadwick
Notary Public, State of Utah
Commission # 715084
My Commission Expires
November 06, 2024

_____
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

BR Mountain Road Expansion Project

Construct Next Phase of BR Mountain Road

Concept Cost Estimate

Location:

Date: 11/11/2021

Item	Description	Qty	Unit	Unit Price	Total
	MINOR ARTERIAL ROADWAY W/ TRAIL (80' ROW)				
1	Clear and Grub Proposed Roadway and Sidewalk area	109,840	sf	$0.15	$16,476.00
2	Excavate to Subgrade and General Site Grading	1	ls	$11,000.00	$11,000.00
3	Furnish and Install Mirafi RS 2080i Geotextile	7,931	sy	$2.00	$15,862.00
4	Furnish and Install Imported Granular Material (14" min)	6,995	ton	$12.50	$87,437.50
5	Furnish and Install Road Base (10" min)	5,175	ton	$16.50	$85,387.50
6	Furnish and Install Asphalt Pavement (3.5" min)	1,613	ton	$84.00	$135,492.00
7	Furnish and Install 30" Curb and Gutter	2,745	lf	$19.50	$53,527.50
8	Furnish and Install Concrete Flatwork	13,552	sf	$6.00	$81,312.00
9	Furnish and Install Landscape Rock over Weed Barrier	12,353	sf	$2.00	$24,706.00
				ROADWAY SUBTOTAL =	$511,200.50
10	Furnish and Install 8" PVC C900 Waterline	1,385	lf	$33.00	$45,705.00
11	Furnish and Install Fire Hydrant Assembly	3	ea	$5,700.00	$17,100.00
12	Connect to Existing Water	1	ea	$1,500.00	$1,500.00
				CULINARY WATER SUBTOTAL =	$64,305.00
13	Furnish and Install 8" PVC Sewer Line	1,245	lf	$40.00	$49,800.00
14	Furnish and Install 4' Diameter Sewer Manhole	6	ea	$3,000.00	$18,000.00
15	Connect to Existing Sewer	1	ea	$2,500.00	$2,500.00
				SANITARY SEWER SUBTOTAL =	$70,300.00
16	Furnish and Install 18" RCP Strom Drain Line	1,400	lf	$50.00	$70,000.00
17	Furnish and Install 36" RCP Storm Drain Line	80	lf	$90.00	$7,200.00
18	Furnish and Install 48" RCP Storm Drain Line	80	lf	$100.00	$8,000.00
19	Furnish and Install 4' Diameter Storm Manholes	5	ea	$3,000.00	$15,000.00
20	Furnish and Install Type II Catch Basin	8	ea	$2,200.00	$17,600.00
21	Connect to Existing Storm Drain	1	ea	$2,500.00	$2,500.00
				STORM DRAIN SUBTOTAL =	$120,300.00
22	Furnish and Install 6" Secondary Water Line	1,215	lf	$35.00	$42,525.00
				SECONDARY WATER SUBTOTAL=	$42,525.00
				OVERALL PROJECT SUBTOTAL =	$808,630.50
				10%± Contingency & Engineering =	$80,863.05
				TOTAL PROJECT=	**$889,493.55**
				HERITAGE RESPONSIBILITY (PARCELS A & B)=	**$301,356.77**
				% OF OVERALL PROJECT=	***33.88%***
				CITY RESPONSIBILTY (ASHFIELD APARTMENTS & REMAINDER)=	**$588,136.78**
				% OF OVERALL PROJECT=	***66.12%***
				ROADWAY=	***$406,180.28***
				CULINARY WATER=	***$35,367.75***
				SANITARY SEWER=	***$38,665.00***
				STORM DRAIN=	***$84,535.00***
				SECONDARY WATER=	***$23,388.75***

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

HERITAGE-PARCEL "A"					
Item	**Description**	**Qty**	**Unit**	**Unit Price**	**Total**
	MINOR ARTERIAL ROADWAY (66' ROW)				
1	Clear and Grub Proposed Roadway and Sidewalk area	21,318	sf	$0.15	$3,197.70
2	Excavate to Subgrade and General Site Grading	1	ls	$1,870.00	$1,870.00
3	Furnish and Install Mirafi RS 2080i Geotextile	1,366	sy	$2.00	$2,732.00
4	Furnish and Install Imported Granular Material (12" min)	1,205	ton	$12.50	$15,062.50
5	Furnish and Install Road Base (8" min)	891	ton	$16.50	$14,701.50
6	Furnish and Install Asphalt Pavement (3" min)	280	ton	$84.00	$23,520.00
7	Furnish and Install 30" Curb and Gutter	648	lf	$19.50	$12,636.00
8	Furnish and Install Concrete Flatwork	2,592	sf	$6.00	$15,552.00
9	Furnish and Install Landscape Rock over Weed Barrier	2,915	sf	$2.00	$5,830.00
	UTILITIES				
10	Furnish and Install 8" PVC C900 Waterline	346	lf	$33.00	$11,426.25
11	Furnish and Install Fire Hydrant Assembly	0.75	ea	$5,700.00	$4,275.00
12	Connect to Existing Water	0.25	ea	$1,500.00	$375.00
13	Furnish and Install 8" PVC Sewer Line	311	lf	$40.00	$12,450.00
14	Furnish and Install 4' Diameter Sewer Manhole	1.50	ea	$3,000.00	$4,500.00
15	Connect to Existing Sewer	0.25	ea	$2,500.00	$625.00
16	Furnish and Install 15" RCP Strom Drain Line	350	lf	$37.00	$12,950.00
17	Furnish and Install 4' Diameter Storm Manholes	1.25	ea	$3,000.00	$4,750.00
18	Furnish and Install Type II Catch Basin	2.00	ea	$2,200.00	$4,400.00
19	Connect to Existing Storm Drain	0.25	ea	$2,500.00	$625.00
20	Furnish and Install 6" Secondary Water Line	304	lf	$35.00	$10,631.25
				SUBTOTAL =	**$161,109.20**
				10%± Contingency & Engineering =	**$16,110.92**
				TOTAL =	**$177,220.12**
				% OF OVERALL PROJECT=	***19.92%***

HERITAGE-PARCEL "B"					
Item	**PARCEL "B"**	**Qty**	**Unit**	**Unit Price**	**Total**
	MINOR ARTERIAL ROADWAY (66' ROW)				
1	Clear and Grub Proposed Roadway and Sidewalk area	10,560	sf	$0.15	$1,584.00
2	Excavate to Subgrade and General Site Grading	1	ls	$935.00	$935.00
3	Furnish and Install Mirafi RS 2080i Geotextile	669	sy	$2.00	$1,338.00
4	Furnish and Install Imported Granular Material (12" min)	590	ton	$12.50	$7,375.00
5	Furnish and Install Road Base (8" min)	437	ton	$16.50	$7,210.50
6	Furnish and Install Asphalt Pavement (3" min)	140	ton	$84.00	$11,760.00
7	Furnish and Install 30" Curb and Gutter	317	lf	$19.50	$6,181.50
8	Furnish and Install Concrete Flatwork	1,268	sf	$6.00	$7,608.00
9	Furnish and Install Landscape Rock over Weed Barrier	1,426	sf	$2.00	$2,852.00
	UTILITIES				
10	Furnish and Install 8" PVC C900 Waterline	346	lf	$33.00	$11,426.25
11	Furnish and Install Fire Hydrant Assembly	0.75	ea	$5,700.00	$4,275.00
12	Connect to Existing Water	0.25	ea	$1,500.00	$375.00
13	Furnish and Install 8" PVC Sewer Line	311	lf	$40.00	$12,450.00

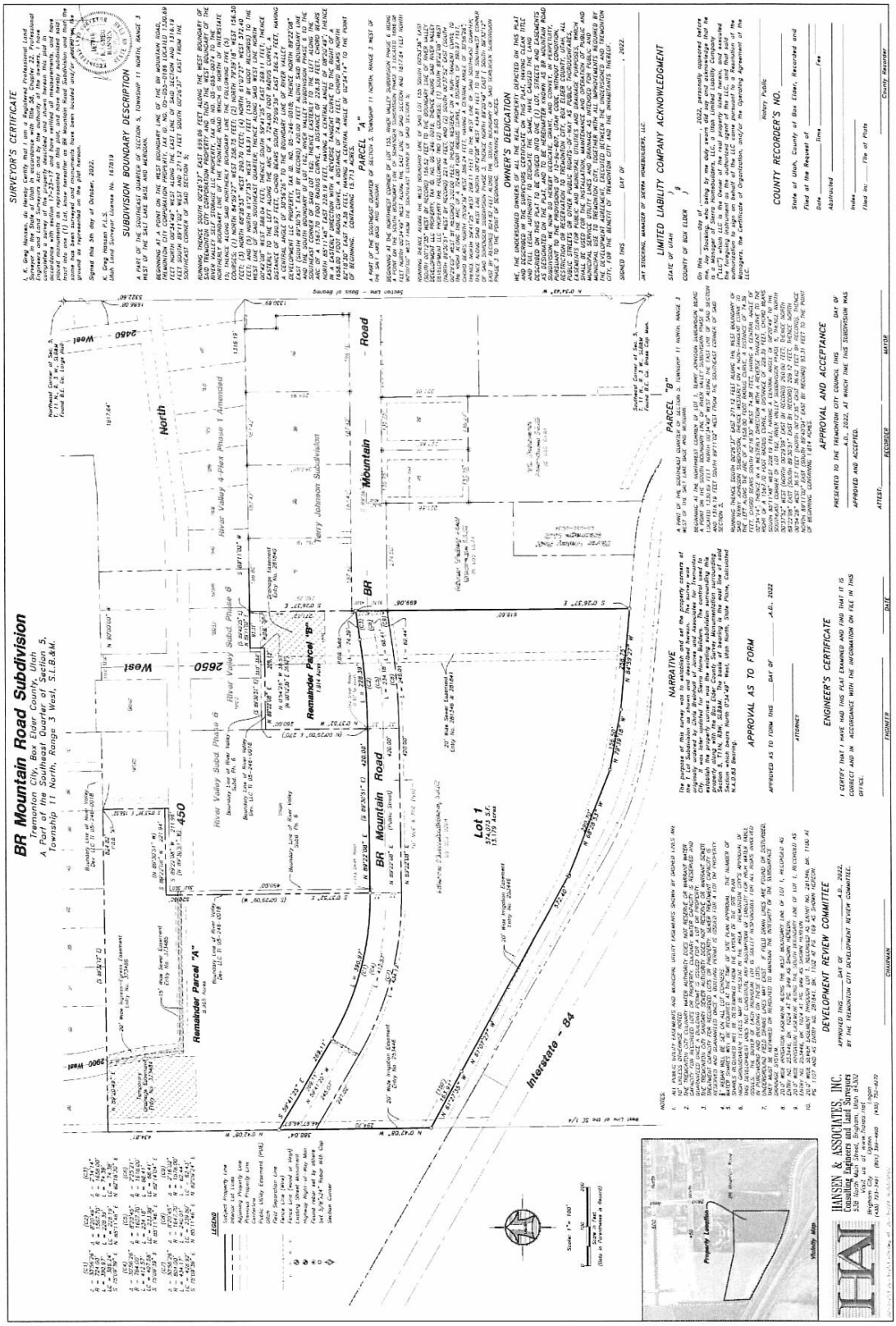
14	Furnish and Install 4' Diameter Sewer Manhole	1.50	ea	$3,000.00	$4,500.00
15	Connect to Existing Sewer	0.25	ea	$2,500.00	$625.00
16	Furnish and Install 15" RCP Strom Drain Line	350	lf	$37.00	$12,950.00
17	Furnish and Install 4' Diameter Storm Manholes	1.25	ea	$3,000.00	$3,750.00
18	Furnish and Install Type II Catch Basin	2.00	ea	$2,200.00	$4,400.00
19	Connect to Existing Storm Drain	0.25	ea	$2,500.00	$625.00
20	Furnish and Install 6" Secondary Water Line	304	lf	$35.00	$10,631.25
				SUBTOTAL =	$112,851.50
				10%± Contingency & Engineering =	$11,285.15
				TOTAL =	**$124,136.65**
				% OF OVERALL PROJECT=	***13.96%***

ASHFIELD APARTMENTS

Item	Description	Qty	Unit	Unit Price	Total
	MINOR ARTERIAL ROADWAY (66' ROW)				
1	Clear and Grub Proposed Roadway and Sidewalk area	13,530	sf	$0.15	$2,029.50
2	Excavate to Subgrade and General Site Grading	1	ls	$1,210.00	$1,210.00
3	Furnish and Install Mirafi RS 2080i Geotextile	866	sy	$2.00	$1,732.00
4	Furnish and Install Imported Granular Material (12" min)	764	ton	$12.50	$9,550.00
5	Furnish and Install Road Base (8" min)	565	ton	$16.50	$9,322.50
6	Furnish and Install Asphalt Pavement (3" min)	180	ton	$84.00	$15,120.00
7	Furnish and Install 30" Curb and Gutter	410	lf	$19.50	$7,995.00
8	Furnish and Install Concrete Flatwork	1,640	sf	$6.00	$9,840.00
9	Furnish and Install Landscape Rock over Weed Barrier	1,845	sf	$2.00	$3,690.00
	UTILITIES				
10	Furnish and Install 8" PVC C900 Waterline	346	lf	$33.00	$11,426.25
11	Furnish and Install Fire Hydrant Assembly	0.75	ea	$5,700.00	$4,275.00
12	Connect to Existing Water	0.25	ea	$1,500.00	$375.00
13	Furnish and Install 8" PVC Sewer Line	311	lf	$40.00	$12,450.00
14	Furnish and Install 4' Diameter Sewer Manhole	1.50	ea	$3,000.00	$4,500.00
15	Connect to Existing Sewer	0.25	ea	$2,500.00	$625.00
16	Furnish and Install 15" RCP Strom Drain Line	350	lf	$37.00	$12,950.00
17	Furnish and Install 4' Diameter Storm Manholes	1.25	ea	$3,000.00	$3,750.00
18	Furnish and Install Type II Catch Basin	2.00	ea	$2,200.00	$4,400.00
19	Connect to Existing Storm Drain	0.25	ea	$2,500.00	$625.00
20	Furnish and Install 6" Secondary Water Line	304	lf	$35.00	$10,631.25
				SUBTOTAL =	$126,496.50
				10%± Contingency & Engineering =	$12,649.65
				TOTAL =	**$139,146.15**
				PERCENT OF OVERALL PROJECT=	***15.64%***

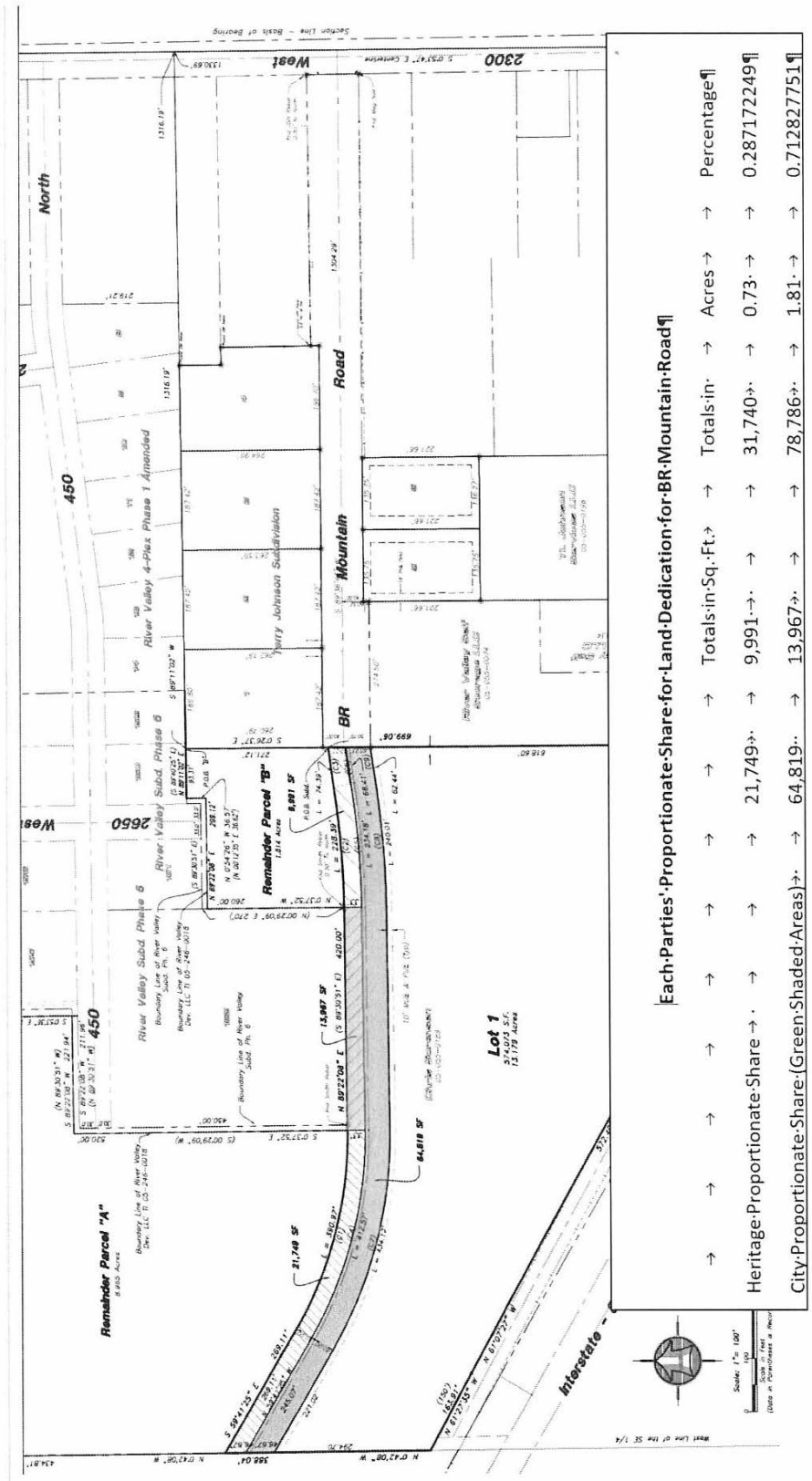
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EXHIBIT "C" PLAT MAP



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EXHIBIT "D" PROPORTIONATE SHARE



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EXHIBIT "E"



RESOLUTION NO. 22-57

A RESOLUTION OF TREMONTON CITY DECLARING CERTAIN FOUND UNCLAIMED PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING THE DISPOSAL OF THE PROPERTY

WHEREAS, the Tremonton Police Department, throughout the years, accumulates found unclaimed personal property, and

WHEREAS, Tremonton City Police Department has or will comply with Utah Code 77-24-4, 77-24a-3, and 77-24a-5 in the handling of unclaimed personal property; and

WHEREAS, the Police Department has made arrangements to safe keep the found personal property in a storage facility for a period of at least ninety (90) days pursuant to Tremonton City Police Department Policy, 804.5.1 evidence disposal (b), with no owners located; and

WHEREAS, pursuant to Tremonton City Police Department Policy Manual, 804.7 Disposition of Property, all property not held for evidence in a pending criminal investigation or proceeding and held for six months or longer where the owner has not been located or fails to claim the property, may be disposed of in compliance with existing laws; and

WHEREAS, the City Council finds that such found unclaimed personal property is not necessary or useful for City purposes; and

WHEREAS, the Tremonton Police Department has prepared an itemized list of found unclaimed personal property with no owners located.

NOW, THEREFORE, BE IT RESOLVED, by the Tremonton City Council that:

1. That the personal property itemized on the attached list shown in Exhibit "A" is hereby declared surplus.

2. Police Chief Dustin Cordova is hereby directed to dispose of the property as he deems appropriate.

Passed and adopted by the City Council of Tremonton City Corporation on this 18th day of October, 2022.

TREMONTON CITY CORPORATION

ATTEST: Lyle Holmgren, Mayor

Linsey Nessen, Recorder

EXHIBIT "A"

December 2021 Bicycle Inventory

Case #	Property #	Bicycle
16-T04447	T11659	Grey Mountain bike
17-T02419	T12160	Red and Pink Huffy
18-T00785	T12690	Black Pacific 2 stroke engine
18-T01685	T12795	Red and white Huffy
18-T01685	T12796	Black Bike
18-T01868	T12880	Maroon Pacific Legend
18-T02170	T12941	Blue and Black Kent
18-T03135	T13090	Red and black GT
18-T03135	T13089	Green and black Danscome Animal
18-T03271	T13100	Black Mongoose Massif
18-T03788	T13161	Black Next Mountain bike
18-T04176	T13202	Red and Black Specialized
19-T00020	T13419	Red Huffy
19-T01067	T13482	White Freestyle BMX
19-T04408	T13926	Green and yellow Eastern
20-T01393	T14163	Red and Black Huffy rocket
20-T01784	T14216	Black and purple Next ultra Terrain
20-T01802	T14215	Blue Mongoose MGX
20-T02579	T14373	Silver and Green Razor Scooter
20-T03421	T14513	Blue Next DXR
20-T03889	T14586	Red and White Schwinn Point beach
20-T04695	T14727	Brown and Green Retraspeck Long board
21-T00148	T14919	Black and green Mongoose
21-T00504	T14962	Black Schwinn Midway
21-T01508	T15081	Black and Silver Bike
21-T01601	T15084	Black and Green Kent
21-T02446	T15155	Black and Orange Mongoose
21-T02476	T15157	Silver and Purple Next Tiara Pro
21-T02544	T15164	Pink Huff Marietta
21-T02879	T15194	Red and Black Huffy Rockett
21-T03534	T15251	Black Next BMX
21-T03566	T15252	Black and Blue Schwinn Sidewinder
21-T03566	T15253	Black and Green Surge Dynacraft
21-T04130	T15298	Blue and Pink Huffy
21-T04454	T15361	Black Onyx 29
21-T04724	T15394	Fuzion X Five Scooter
21-T05004	T15439	Grey and Blue Bike
21-T06629	T15634	Blue Response

TREMONTON CITY

CITY COUNCIL MEETING

October 18, 2022

TITLE:	Discussion and consideration of adopting Resolution No. 22-58 authorizing the Police Department to purchase a 2023 1500 Silverado 4WD Pick-up Truck.
FISCAL IMPACT:	$42,253 for the truck The council has budgeted $40,000 for each vehicle in the Vehicles Equipment Capital Projects Fund
PRESENTER:	Marc Christensen

Prepared By:

Marc Christensen
Assistant City Manager

RECOMMENDATION:

I recommend that the City Council approve the Police department to purchase a 2023 1500 Silverado 4WD Pick-up Truck at the State Bid contract price.

BACKGROUND:

- The Tremonton Police department needs a new vehicle to replace a 2016 Chevrolet pickup that has over 120,000 miles on it. The truck being replaced is starting to have mechanical issues and is becoming unreliable in responding to emergencies. This truck is reaching the end of its service life, and the Police Department prefers Silverados as patrol vehicles. Crump Reese, a local auto dealer, is offering the truck at the State of Utah's bid price.

Attachments: Draft Resolution

RESOLUTION NO. 22-58

A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE OF A 2023 1500 SILVERADO 4WD TRUCK

WHEREAS, vehicles are an essential piece of equipment for patrol officers; and

WHEREAS, the Tremonton Police department needs a new vehicle to replace a 2016 Chevrolet truck that has over 120,000 miles; and

WHEREAS, this 2016 Chevrolet truck is reaching the end of its service life because it is having mechanical issues and is unreliable to use in responding to emergencies; and

WHEREAS, the Police Department's preferred patrol vehicle is a Chevrolet Silverado 4WD Trucks; and

WHEREAS, the Tremonton City Council budgeted fund in the Fiscal Year 2023 Budget contained in line items 41-42-550 Vehicles ($40,000) and 41-42-560 Equipment ($15,000) for the purchase and equipping of a new patrol vehicle; and

WHEREAS, the Assistant Police Chief has obtained from Crump Reese, a local auto-dealers a bid of $42,253, which is the State of Utah pricing for a 2023 1500 Silverado 4WD Truck contained in Exhibit "A"; and

WHEREAS, the City's purchasing policy requires that the City Council authorize the purchase of a vehicle.

NOW, THEREFORE BE IT RESOLVED that the Tremonton City Council hereby authorizes the Police Department to purchase a 2023 1500 Silverado 4WD Truck from Crump Reese as contained in Exhibit "A."

ADOPTED AND PASSED by the City Council of Tremonton, Utah, this 18th day of October 2022. This Resolution shall become effective upon adoption and passage by the City Council.

TREMONTON CITY CORPORATION

By_____
Lyle Holmgren, Mayor

ATTEST:

_____
Linsey Nessen, City Recorder

EXHIBIT "A"

GM OrderWORKBENCH

Configure a New Vehicle: CK10543 - 1500 Silverado: 4WD, Short Crew

Current as of 10/05/2022 - 11:52 AM EDT

The configuration below was created as a Preliminary Order with the following Order Number: CDBFC7

Model Information

Model Year: 2023 Division: CHEVROLET TRUCK Allocation Group: LDSILV

Model: CK10543 - 1500 Silverado: 4WD, Short Crew Order Type: TRE-Retail Stock

DAN:

Stock No: Quantity: 1

MSRP: $47,050.00 MSRP W/DFC: $48,845.00

Preferred Equipment Group †

Fleet 42,253 OG

PEG: 1CX

Color

Primary Color: GAZ - Summit White

Trim

H0U: Jet Black, Cloth seat trim

Options

A2X: Seat adjuster, driver 10-way power including lumbar

AKO: Glass, deep-tinted

AQQ: Remote Keyless Entry, with 2 transmitters

AU3: Door locks, power

AZ3: Seats, front 40/20/40 split-bench

B30: Floor covering, color-keyed carpeting

BTV: Remote vehicle starter system

C49: Defogger, rear-window electric

PRF: 3 Years of Remote Access.

QAB: Tires, 275/60R20 all-season, blackwall

QAQ: Tire, spare 255/80R17SL all-season, blackwall

QK1: Tailgate, standard

QT5: Tailgate, gate function manual with EZ Lift

RFQ: Focused Ordering Configuration

SAF: Tire carrier lock, keyed cylinder lock

TQ5: IntelliBeam, automatic high beam on/off

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GM OrderWORKBENCH

C5W:	GVWR, 7000 lbs. (3175 kg)	
DLF:	Mirrors, outside heated power-adjustable	
E63:	Durabed, pickup bed	
FE9:	Emissions, Federal requirements	
GU6:	Rear axle, 3.42 ratio	
IOR:	Audio system, Chevrolet Infotainment 3 system	
K34:	Cruise control, electronic	
KI4:	Power outlet, instrument panel, 120-volt	
KW5:	Alternator, 220 amps	
L3B:	Engine, 2.7L Turbo High-Output	
MQE:	Transmission, 8-speed automatic, electronically controlled	
NZP:	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Bright Silver painted aluminum	
PCX:	Custom Convenience Package	
PDX:	Custom Value Package	
PED:	Chevy Safety Assist	
___:	Option/package discount	-$1,500.00
U2K:	SiriusXM Radio	
UBI:	USB ports, rear, dual, charge-only	
UE1:	OnStar and Chevrolet connected services capable	
UE4:	Following Distance Indicator	
UEU:	Forward Collision Alert	
UF2:	LED Cargo Area Lighting	
UHX:	Lane Keep Assist with Lane Departure Warning	
UHY:	Automatic Emergency Braking	
UKJ:	Front Pedestrian Braking	
UQF:	Audio system feature, 6-speaker system	
UTJ:	Theft-deterrent system, unauthorized entry	
UVB:	HD Rear Vision Camera	
V76:	Recovery hooks, front, frame-mounted, Black	
VK3:	License plate kit, front	
Z82:	Trailering Package	

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

TREMONTON CITY

CITY COUNCIL MEETING

October 18, 2022

TITLE:	Discussion and consideration of adopting Resolution No.22-59 approving the purchase of copy machines and service agreements from Imaging Concepts for the Police Department and Recreation Department and approving the purchase of copy machines and service agreements from Les Olson Company for the Library and the Civic Center.
FISCAL IMPACT:	$25,150.85 – Money budgeted in Capital Equipment Fund 41.
PRESENTER:	Marc Christensen – Assistant City Manager

RECOMMENDATION:

I recommend that the City Council approve the purchase of new copy machines for the Police Department, Recreation Department, Library, and Civic Center.

I recommend splitting the bid because we know what we are getting with our current Sharp machines and the service provided by Les Olson Company. They have proved to provide outstanding service. The machines they will provide are our highest usage machines and are on a 5-year replacement schedule.

We want to try the Cannon machines from Imaging Concepts for the Police and Recreation Departments. These machines are essential but don't get used as much as the Library and Civic Center. Imaging Concepts is a local company, their bids came in lower than LOC, and their references had great things to say about them.

BACKGROUND:

- The following departments within the city need to replace their current copy machines: Police, Recreation, Library, and Civic Center. The Library and Civic center use their devices at a high volume and are on a five-year replacement schedule. The Police and Recreation departments are on a 10-year replacement schedule for their copy machines, which may be adjusted if their use increases.
- City staff reached out to two different companies to provide RFPs for their services. Les Olson Company, which currently provides copy services to all four departments, and Imaging Concepts, who contacted city staff early in the process and requested to be considered.
- Both companies provided bids that are on the State Contract. (See Below)
-

Upfront Cost	City Office	Library	Police	Recreation
Les Olson Company	$ 7,942.00	$ 8,167.23	$ 4,945.00	$ 5,078.40
Imaging Concepts	$ 7,759.00	$ 6,589.00	$ 3,909.00	$ 3,399.00

Total 5-year estimate	City Office	Library	Police	Recreation
Les Olson Company	$ 21,949.33	$ 15,871.71	$ 6,033.34	$ 7,829.41
Imaging Concepts	$ 21,899.94	$ 14,431.06	$ 4,949.46	$ 6,215.74

RESOLUTION NO. 22-59

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING THE PURCHASE OF COPY MACHINES AND SERVICE AGREEMENTS FROM IMAGING CONCEPTS FOR THE POLICE AND RECREATION DEPARTMENTS AND APPROVING THE PURCHASE OF COPY MACHINES AND SERVICE AGREEMENTS FROM LES OLSON COMPANY FOR THE LIBRARY AND CIVIC CENTER

WHEREAS, the copy machines for the Civic Center and the Library are on a five-year replacement schedule, and the copy machines for the Police and Recreation Departments are on a 10-year replacement schedule which may be adjusted based upon an increase in use; and

WHEREAS, as of 2022, the Civic Center, Library, Police, and Recreation copy machines are due to be replaced; and

WHEREAS, the City Staff has received bids from two vendors for new copy machines and service agreements, with both vendors being on the State of Utah's purchasing contract; and

WHEREAS, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policies and Procedures Manual states Tremonton City's that the underlying purpose of purchase policy is the balancing of multiple objectives (*emphasis added*), which include but are not limited to:

- Broad-Base Competition. To foster effective broad-based competition within the free enterprise system to ensure that Tremonton City shall *receive the best possible service or product at the lowest possible price.*

- Strengthen Local Economy. *To strengthen Tremonton City's economy by supporting independently owned Businesses in Tremonton City and the Bear River Valley;* and

WHEREAS, the Purchasing Policy states that it is understood that some of the purchasing policy objectives may conflict with each other and that it is the final decision-making body's prerogative to find the appropriate balance; and

WHEREAS, the copiers at the Civic Center and Library are heavily used and relied upon copy machines; and

WHEREAS, the copiers at the Police and Recreation Departments are essential but have lower usage than Civic Center and Library; and

WHEREAS, the City believes that the objectives in the purchasing policy are appropriately balanced by purchasing copiers and entering into service agreements with both Imaging Concepts and Les Olsen; and

WHEREAS, Imaging Concepts is a local company that is the dealer for Cannon copy machines and provides the lowest bids and has positive ratings from current customers for their service; and

WHEREAS, the City desires to purchase Cannon copy machines and service agreements from Imaging Concepts for the Police and Recreation Departments as contained in Exhibit "A"; and

WHEREAS, Les Olson provided competitive bids and currently provides the City with Sharp copiers and all services related to copy machines. The Sharp copier has proven to be an excellent copier over a long period of time with high usage, and Les Olsen has proven to be an outstanding service provider for the City; and

WHEREAS, the City desires to purchase Sharp copy machines and service agreements from Les Olson Company for the Library and Civic Center, the most heavily used copy machines, as contained in Exhibit "B."

NOW THEREFORE BE IT RESOLVED that the Tremonton City Council hereby adopts Resolution No. 22-59 approving the purchase of copy machines and service agreements from Imaging Concepts for the Police and Recreation Departments as contained in Exhibit "A" and approving the purchase of copy machines and service agreements from Les Olson Company for the Library and Civic Center as contained in Exhibit "B."

Passed by the Tremonton City Council this 18th day of October 2022. To become effective upon adoption.

TREMONTON CITY, a Utah Municipal Corporation

By_____
Lyle Holmgren, Mayor

ATTEST:

_____
Linsey Nessen, City Recorder

Exhibit “A”

imaging concepts

ORDER FORM

DATE: 9/2/2022 NO.

TERMS: ☐ CASH ☐ LEASE ☐ OTHER

PO NO. MC

BILL TO					INSTALL AT				
CLIENT NAME	Tremonton City				CLIENT NAME				
ADDRESS	102 S Tremont ST				ADDRESS				
CITY	Tremonton City	STATE	UT	ZIP 84337	CITY		STATE	UT	ZIP
PHONE	435.257.9486	EMAIL	mchristensen@tremontoncity.com		PHONE		EMAIL		
CONTACT	Marc Christensen	FAX			CONTACT		FAX		

QTY	ITEM #	EQUIPMENT, SUPPLIES & ACCESSORIES	UNIT PRICE	EXTENSION
1	Canon C3830	Finisher, stapler, 2 draws, bypass, scan - email, fax		$3,909.00
1	Canon C3830	Includes inner finisher side 2 staple (saddle stitch) no fax, as above		$3,399.00
1	Canon C5840	staple, finisher, 4 tray, scanning, uniflow, fax		$6,589.00
1	Canon C5850	staple, finisher, 4 tray, High capacity pod, scanning, fax,		$7,759.00
		Cash price		$21,656.00
	OPTION	Free standing finisher $1299		
	OPTION	**lease FMV**		$426.65
		We can install a loaner asap -		
		all units with stapler, finisher, sorting,		
		3 units w/ fax, all units with scanning - email, folder, usb,		
	Full finisher	Booklet full finisher		
		Trade-In/Buyout		
		N/A		
		Service & Supplies		
		Service Black		$0.0055
		Service Color		$0.055
		Service volume TBD		
		Includes parts, labor, toner, training.		

Comments		
	SUBTOTAL	
	TAX	
	TOTAL	

Note: This order is given by the buyer and subject to all terms and conditions of this Sales Order on the reverse side hereof, which conditions are expressly agreed to and are incorporated herein, and is subject to acceptance by Imaging concepts.

Authorized

By: PRINT

TITLE: Thank You!

Received

By: DATE: Sales Rep:

2016

Admin

LOC

LES OLSON COMPANY

SHARP BP-70C45

2019 BLI BUYERS LAB LINE of the YEAR

Sharp

CONFIDENTIAL STATE OF UTAH PRICING ONLY

NASPO ValuePoint State of Utah Contract #AR455

KEY FEATURES

- Color Copy/Color Print/Color Scan; includes PostScript
- 45 Pages per Minute
- Retractable Keyboard for easy data entry
- Automatic Double-Sided Printing
- 550 Sheet Paper Drawer/100 Sheet Bypass Tray
- 300 Sheet Document Feeder w/ Scan2 Technology
- Scans Up to 280 ipm



BP-70C45 shown with optional accessories

Base Unit Price: $6,313.15

ACCESSORIES

BP-DE14	3 x 550 Paper Trays *(4 total trays)*	$922.20
BP-FN11	Inner Staple Finisher	$1,171.30
MX-PNHB	3-Hole Punch Module	$410.75
BP-LC10	Large Capacity Tray - 3,000 Sheets	$922.20
BP-TR12	Right Side Exit Tray	$95.40
BP-FX11	Facsimile Expansion Kit	$795.00
MX-D5133NT	15 Amp Surge Protector	$117.00
IT Open Market	On-Site Network Installation	$95.00
Sub Total		$10,842.00
Promotional Discount/Trade in		**-$2,900.00**
Total Cash Price		**$7,942.00**

SERVICE & SUPPLIES

Les Olson Company's #4 Premier Service Contract includes all parts, labor, service & consumable supplies such as toner, developer, heat rollers, drums and travel and may be billed at .0079 per black and white page & .051 per color page. The contract does not include paper or staples.

AUTHORIZED BY _____ DATE _____ PO # _____

AGENCY _____

Brady Smith - Senior Account Executive - Phone: (801) 621-2323 - Cell: (801) 336-8596

LOC LES OLSON COMPANY

1750 West 12th Street
Ogden, Utah 84401
(801) 621-2323 Office
(801) 336-8596 Mobile

Tremonton City Library

Prepared by: Brady Smith

CURRENT SITUATION			MONTHLY LEASE
Sharp MX-3070N			$185.77
MONTHLY LEASE TOTAL			$185.77
SERVICE & SUPPLIES	Monthly Volume (Average)	Cost per Copy	
Black/White Pages	2,299	0.0095	$21.84
Color Pages	2,009	0.057	$114.51
MONTHLY SERVICE TOTAL			$136.35
CURRENT MONTHLY GRAND TOTAL			$322.12

NEW RECOMMENDATION			60 MONTH LEASE
Add a Sharp BP-70C31 to replace the Sharp MX-3070N			$179.79
SERVICE & SUPPLIES	Monthly Volume (Average)	New Cost per Copy	
Black/White Pages	2,299	0.0079	$18.16
Color Pages	2,009	0.051	$102.46
MONTHLY SERVICE TOTAL			$120.62
PROPOSED MONTHLY GRAND TOTAL			$300.41
		Savings per month	$21.71
		Savings per year	$260.55
		Savings 60 months	$1,302.74

Purcahse the Sharp BP-70C31	$	8,167.23
Lease Payoff	$	1,733.62

TREMONTON CITY
CITY COUNCIL MEETING
October 18, 2022

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

Senior Center Discussions

Mayor, Connie, Marc, Jenny
10/11/22 – 7 pm – Elwood

Mayor & Jenny
10/12/22 – 7 pm – Bear River City

Mayor, Bret, Marc
10/19/22 – 11:30 am – Box Elder County

Lyle Vance & Connie
11/3/22 – 7 pm – Fielding

Lyle Vance & Connie
12/8/22 – 7 pm – Deweyville

Still need Garland, Howell, Plymouth, Snowville, Honeyville, Portage

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- **Holiday Extravaganza – Midland Square – December 3**

We need judges for the Ugly Sweater Contest!!

