



**Tremonton City Corporation  
City Council Meeting  
December 1, 2015  
Meeting to be held at  
102 South Tremont Street  
Tremonton, Utah**

**AMENDED AGENDA**

**CITY COUNCIL WORKSHOP  
6:00 p.m.**

1. Review of agenda items on the 7:00 p.m. City Council Meeting

**CITY COUNCIL MEETING  
7:00 p.m.**

1. Opening Ceremony
2. Introduction of guests
3. Approval of agenda
4. Approval of minutes – October 20, 2015 and November 17, 2015
5. Public comments: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
6. Request(s) to be on the agenda
  - a. Oath of office to the 2015 – 2016 Youth City Council
7. Presentation:
  - a. Donation from Intermountain Health Care (IHC) for the development of the Holmgren Nature Preserve and Trail
8. New Council Business:
  - a. Discussion and consideration of approving the Annual Meeting Schedule for 2016
  - b. Discussion and consideration of approving Ordinance No. 15-17 approving criteria and processes for North Box Elder County Veterans to be honored and recognized by having their name appear on memorial plaques at the War Memorial at Midland Square
  - c. Discussion and consideration of approving Resolution No. 15-47 approving a

development agreement between Holmgren Properties, LLC and Tremonton City for the complete development of public street 775 East to be dedicated with the Holmgren Estates East Phase 4 subdivision but fully improved with the further subdivision of parcel number 05-042-0111

- d. Discussion and consideration of adopting Resolution 15-48 approving the 2015 Tremonton City Water Conservation Plan update
  - e. Discussion and consideration of the School Resource Officer proposal with Tremonton City and the Box Elder School District
  - f. Discussion and consideration of adopting Resolution No. 15-49 repealing Resolution No. 15-10 and amending a template subdivision development agreement
  - g. Discussion and consideration of adopting Resolution No. 15-50 repealing Resolution No. 15-33 accepting a Petition for Annexation of Parcel Numbers 05-186-0009, 05-186-0001, and 05-186-0049
  - h. Discussion and consideration of approving Resolution No. 15-51 approving a development agreement for Holmgren Estates East Phase 4
9. Comments:
- a. Administration/City Manager Advise and Consent
    - 1) Utah League of Cities and Towns Municipal Officials Training January 9, 2016 at Utah State University (Logan) 8:00 a.m. to 12:00 p.m.
    - 2) Reminder of the City Council Christmas activity on December 8, 2015 at 6:00 p.m.
    - 3) Status report on Tremonton City's Congestion Mitigation Air Quality (CMAQ) Project for the acquisition of energy efficient vehicles
  - b. Council Reports
10. 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 Darlene Hess no later than 48 hours prior to the meeting.*

**Notice was posted, November 25, 2015 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, November 25, 2015.**

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Darlene S. Hess, RECORDER

**Draft Minutes**

**TREMONTON CITY CORPORATION  
CITY COUNCIL MEETING  
October 20, 2015**

Members Present:

Diana Doutre  
Lyle Holmgren  
Jeff Reese  
Bret Rohde  
Byron Wood  
Roger Fridal, Mayor  
Shawn Warnke, City Manager  
Darlene S. Hess, Recorder

**CITY COUNCIL WORKSHOP**

No City Council Workshop held this evening.

**CITY COUNCIL MEETING**

Mayor Fridal called the October 20, 2015 City Council Meeting to order at 7:00 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Doutre, Holmgren, Reese, Rohde, and Wood, City Manager Shawn Warnke, and Recorder Darlene S. Hess. The following Department Heads were also present: Zoning Administrator Steve Bench, Public Works Director Paul Fulgham, and Police Chief David Nance. Also in attendance was Emergency Management Coordinator Jim Hess.

1. Opening Ceremony:

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

2. Introduction of guests:

Mayor Fridal introduced Zac Covington and Bryan Wilson from BRAG (Bear River Association of Governments) and Kevin Christensen from the Bear River Valley Health Department and thanked everyone for coming to City Council.

3. Approval of Agenda:

Mayor Fridal asked if there were any changes or corrections to the Agenda. No comments were made.

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**Motion by Councilmember Holmgren to approve the agenda of October 20, 2015.** Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved.

4. Approval of minutes – September 15, 2015:

Mayor Fridal asked if there were any changes to the minutes. There were no comments.

**Motion by Councilmember Reese to approve the minutes of September 15, 2015.** Motion seconded by Councilmember Rohde. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved.

5. Public comments: Comments limited to three minutes:

There were no public comments.

6. Presentation:

- a. Tremonton City Parking Analysis (downtown areas from 300 East to 200 West) - Bryan Wilson and Zac Covington from Bear River Association of Governments

Zac Covington explained that BRAG is a voluntary association of local governments in Box Elder, Cache, and Rich Counties. BRAG provides assistance to local governments, mostly with housing and rental assistance to low income individuals. They also provide assistance for aging programs like the Bear River Valley Senior Center. BRAG has a Weatherization Program that helps provide assistance to families of low income to get their homes more energy efficient. They also have an Economic Development Department that helps communities with planning as well as regional planning.

Bryan Wilson explained that he is a planning intern with BRAG since February. Mr. Wilson worked with Manager Warnke and Zoning Administrator Bench during the summer on the parking analysis. The first goal was to update the City's inventory of parking downtown; the second was to do conceptual analysis to determine current parking issues and try to meet those needs; and the third was to explore options for improved parking including short and long-term strategies.

There are lots of opportunities for parallel parking on both sides of Main Street and there is currently angle parking on the north and south streets off Main Street. There are private business parking lots that could present opportunities for off street parking in the future with shared parking opportunities.

The first issue that was discovered with the parking inventory and analysis was that people want front door access to downtown businesses. Sometimes front door parking is not available so it was proposed to look into shared parking opportunities with local businesses. The second issue is that not everyone is

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willing to walk a block or two to get to their destination. The third issue is restricted parking in private lots and peak times being crowded in certain areas. Another issue is that there seems to be an adequate number of parking stalls but many require walking several blocks. Also, people don't know where else to park besides Main Street. The final issue found relates to limited parking for some businesses.

The Civic Commons parking lot provides parking for the general public during all hours of the day; whereas, the parking lots by Key Bank are some of the parking lots with restricted parking. The private parking lots could offer more parking in the future with shared parking.

Mr. Covington noted that Mr. Wilson spent a lot of time counting parking stalls. The City Ordinance regarding parking is geared toward new construction. A lot of the structures downtown were built before the Ordinance was enacted. The first recommendation was to install wayfinding signage and create online public parking maps. There is a lot of parking available but most of it is off Main Street. The angle parking to the north and south of Main Street tend to be empty and are not used very often. The second is to redesign and restripe shared parking lots. One example is the 160 parking stalls by Ridley's. The parking stalls are very scattered and owned by several different businesses. With a coordinated effort and shared parking, Mr. Wilson was able to incorporate 40 new parking stalls by Ridley's.

Councilmember Doure asked if 45 degree parking was better for parking at grocery stores. Mr. Covington noted that it depends on the travel lanes and the widths. BRAG contacted City Engineer Chris Breinholt and was told that some of the 90 degree parking that was suggested was a little thin and would need to be adjusted. City Engineer Breinholt recommended to BRAG that a twenty-five foot wide travel lane would be used for 90 degree parking and a thirteen to fifteen foot wide travel lane for 45 degree parking. Mr. Covington admitted that 45 degree parking does have some restraints regarding the direction you travel down a parking lane. Councilmember Doure does not like it when the parking spaces are so close that people ding their car. It would be better to have less parking so the cars have more room. Mr. Covington noted that to do restriping and reconfiguration of shared parking lots, the businesses and the City would need to have some sort of agreement or MOU for the shared parking.

The third strategy would be to stripe or restripe several streets to increase the number of parking stalls and the fourth to create shared parking lots through agreements/MOUs. The shared parking lots would help mutually serve local businesses, would allow public parking after hours and on weekends, and the City could provide snow removal, repairs and/or maintenance for a reasonable fee.

Mr. Covington showed a webpage from the City of Fargo showing where after-hours free parking was available in their City. It was noted that Utah State University also allows free parking after hours and on weekends.

Mr. Covington introduced the long-term recommendations that the City could discuss and look at. The first recommendation was the possibility of needing to

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build more parking lots and working with business owners to locate areas that could be used for additional parking. Some old or dilapidated structures may need to be replaced with new parking.

Another option would include the redesign of major streets to better accommodate all users called universal design. The idea is to take a holistic look at downtown Main Street and think about walkability and accessibility for people of all abilities. Provo Center Street has a median with angled 45 degree parking right down the middle of the road and no parking on the outsides which are the travel lanes. There are mid-block crossings for pedestrians and is a nice walkable downtown area. The 45 degree parking in the median is an option the City could consider. The City could also explore the possibility of a bypass for trucks and semis and work with UDOT to negotiate different uses on different roadways.

Mr. Covington heard a presentation from an economic development specialist that said if you slow speeds down you increase commerce and the economics of an area because people are out looking, walking, and shopping. The final recommendation would be for the City to hire a consultant to do a small survey and see how many stalls and which stalls are used during the day. The data could be then be used to help make decisions regarding the downtown parking issues.

Mayor Fridal stated the recommendations were good. The parking in downtown is a significant problem. Councilmember Rohde asked how much congestion there would be regarding back-in angle parking. Mr. Wilson commented that congestion would be the same as for parallel parking. If the City is interested in trying the back-in angle parking, it would be best to pick a few spots off Main Street to use as a trial. Councilmember Holmgren expressed some concern about the number of deficient parking stalls identified in the parking analysis and thanked Mr. Covington and Mr. Wilson for the work and time they put into gathering the information.

Manager Warnke also thanked them for their efforts. BRAG provides a lot of technical support for the grants the City has been pursuing. They have been working on some environmental services right now for the newest RTP (Recreation Trails Program) Grant. Most of Tremonton's downtown was built pre-automobile era. The City's parking Ordinance came after most of the buildings were erected. The Council could look at the land uses and see what is acceptable and should be permitted in the zone based on restraints, including parking. It is unrealistic to think there will be the required number of parking stalls on Main Street based on the configuration of the buildings on Main Street.

Councilmember Rohde asked how hard it would be to implement some of the recommendations since Main Street is a UDOT road. Manager Warnke commented that UDOT does have jurisdiction as it is their road but noted that UDOT has been helpful in trying to accommodate bicycles. Ultimately it will be UDOT's decision. Mr. Covington told the Council that if they want to get changes on Main Street they need to be unified and apply pressure to get UDOT to get the changes done. It also helps if there are streetscapes in the General Plan or other documents or studies showing what the City prefers; UDOT is pretty good to work with and will compromise on some things. Lately UDOT has

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emphasized universal design at a State level.

Councilmember Doutre asked if there was money available to help private businesses with parking. Manager Warnke has seen cities step in and orchestrate the cooperation of parking. The City could create a Special Improvement District which requires the property owners consent. The property owners would come together and the City could use its financial ability to get a bond for improvement with the property owners paying the bonds over time with their property tax. Councilmember Doutre said that would help businesses in that area a lot. Manager Warnke noted that drainage would need to be considered as some areas have been better maintained.

Manager Warnke explained that the parking deficiency was based on one land use for all buildings on Main Street. The different uses were not broken out like dance studios, professional office space, etc. which could have a different number of parking stalls required. It was just a starting point to gather information regarding parking issues on Main Street. Councilmember Holmgren asked if anyone spoke to the businesses with private parking about how they would feel about having a shared parking lot. Manager Warnke noted that no one has been approached at this point in the process. Councilmember Rohde remarked that there is a lot of parking downtown but it is a safety issue as pedestrians have to dodge cars to cross the street and get where they are going.

Manager Warnke noted that people have to feel comfortable crossing the street and have to want to cross the street. Perception is another big issue as well as convenience. The more holistic the City can be by applying several different solutions will help. Mr. Covington commented that he works in downtown Logan and noted that it is a dangerous corridor to cross. UDOT has said that because downtown businesses and residents cannot agree on a vision UDOT cannot do anything. He recommended that the City study it out and see where the City would like to be in fifty years and create those plans so UDOT will be more amiable to allowing those changes.

Manager Warnke commented that UDOT does sometimes accommodate and defer to the City's Plans if well documented, but the community typically has to pay for the additional improvements. The Council would like to discuss the parking issue at a later date as they received a lot of information this evening to consider. Mr. Covington told the Council they would be happy to help the Council if needed.

b. Mayor's Choice \$25,000 Scholarship awarded

Mayor Fridal stated that Councilmember Doutre submitted the name of Spencer Borup to receive a \$25,000 scholarship to Stevens Henager College. Councilmember Doutre noted that Mr. Borup was the Mayor of Tremonton Youth City Council. Mayor Fridal hopes Mr. Borup will take advantage of the scholarship and that it will be a benefit to him and to Stevens Henager College. Mr. Borup thanked the Council.

7. New Council Business:

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- a. Discussion and consideration of approving the September Warrant Report

**Motion by Councilmember Holmgren to approve the September 2015 Warrant Register.** Motion seconded by Councilmember Reese. Mayor Fridal wondered why the City purchased a rifle in September. Chief Nance noted that it was purchased on clothing allowance and is a patrol rifle. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved.

- b. Discussion and consideration of adopting Resolution No. 15-43 approving the 2015 Pre-Disaster Mitigation Plan: Bear River Region

Emergency Management Coordinator Hess explained that Resolution No. 15-43 is to adopt the Pre-Disaster Mitigation Plan. The Plan was put together by BRAG and looks at potential hazards in the community and determines what can be done to minimize or eliminate those hazards. This is what is referred to as mitigation. The first Pre-Disaster Mitigation Plan was in 2004. Emergency Management Coordinator Hess, Manager Warnke, and others from the City have participated in meetings over the past couple years to help update the Plan. It is a very complex Plan that covers the whole BRAG area including Rich, Cache, and Box Elder Counties and discusses items such as earthquakes and liquefaction. The new plan has updated maps including a Flood Plain Map which was not included in the 2010 Plan.

Emergency Management Coordinator Hess noted that page 5-123 of the 2015 Pre-Disaster Mitigation Plan addresses issues specific to Tremonton City. Mr. Covington explained that the Plan includes how many people are at risk for potential hazards and the miles of roads and infrastructure that are at risk and includes a dollar figure to each potential loss. It gives the City an idea of how much it would cost the City to repair the different infrastructure.

Emergency Management Coordinator Hess explained that if Cutler Dam failed it would have a large impact on the water system because the City has a well in the Bear River Bottoms. The Plan also identifies how many residents and commercial units would be affected by wildfires and shows \$208.8M in potential damage. It shows catastrophic losses and what the City can do to address them. A couple of years ago the City created a Community Wildfire Protection Plan (CWPP) with Garland and Box Elder County. There is now a firebreak that exists from north of Garland all the way to the Box Elder County gravel pit that was created with Federal and State Funds. There has also been education for those living on the B.R. hill to help them know how to lessen the potential for a wildland fire. The CWPP will continue to provide education and monitor the firebreak.

People also need education regarding earthquake protection. With the Great Utah Shake Out coming in 2016, Emergency Management will work with the Bear River Valley Hospital to create a preparedness fair. The Plan also outlines things that are planned in the near future and is a five-year plan. The Council needs to adopt the Plan by Resolution to fulfill Federal and State requirements to be

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eligible for Mitigation Grants.

**Motion by Councilmember Reese to adopt Resolution No. 15-43.** Motion seconded by Councilmember Doutre. Roll Call Vote: Councilmember Rohde - aye, Councilmember Wood - aye, Councilmember Reese - aye, Councilmember Doutre - aye, and Councilmember Holmgren - aye. Motion approved.

- c. Discussion and consideration of adopting Ordinance No. 15-14 amending the following sections of the Tremonton City Corporation Land Use Code: Title II Subdivision Code, Chapter 2.04.020; Title II Subdivision Code, Chapter 2.06.055 & Title III Public Works Standard Drawings, Sheet 20; Title III Public Works Standard Drawings, Sheet 21; and Title I Zoning Ordinance, Map 1.07 Land Use Protection Area

Zoning Administrator Bench noted that Title II, Chapter 2.04.020 will include a note regarding water and sewer that will be put on the plat that is recorded with the County. It states the City reserves the right on water and sewer capacity and guarantees it once the building permit is issued for a connection. Councilmember Holmgren is a little nervous about reserving once a building permit is issued and wondered if it should come after the plat or lots are recorded. Manager Warnke commented that it would drastically change how the Wastewater Treatment Plan is calculated. The City would need to count lots toward capacity which would drive the timeline faster for the Wastewater Treatment Plant upgrades.

Director Fulgham stated that the Land Use Authority Board gives notice to developers if the City has capacity. If the City ends up waiting years for building to begin, it would tie up capacity that could have been used. Once the City reaches a certain capacity the State requires the City to be in the design phase and ready to build out. Councilmember Holmgren sees the reason behind the change.

Zoning Administrator Bench stated that the Public Works Standard Drawings will distinguish the difference between streetlights owned by Rocky Mountain Power and those owned by Tremonton City. Sheet 20 lists the part number, the looks, and the installation of the streetlight. The Public Works Standard Drawings, Sheet 21 is a construction detail for installation of fiber optic communications conduit and lists the ideal spot for installation and how deep to dig the trench. Director Fulgham noted the Sheets describe the standard the City requires for conformity.

Title I Zoning Ordinance, Map 1.07 is the Land Use Protection Area Map which includes the Agriculture Protection and the Industrial Protection.

**Motion by Councilmember Wood to adopt Ordinance No. 15-14.** Motion seconded simultaneously by Councilmembers Holmgren and Rohde. Roll Call Vote: Councilmember Rohde - aye, Councilmember Wood - aye, Councilmember Reese - aye, Councilmember Doutre - aye, and Councilmember Holmgren - aye. Motion approved.

8. Comments:

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a. Administration/City Manager Advice and Consent.

1) There was no advice and consent.

b. Council Reports:

**Councilmember Holmgren** said there were 1,600 tulip bulbs planted at Midland Square last week and there were 10-15 people there to help. He thanked Director Fulgham for allowing them to use his equipment. There were a couple 4-H clubs that helped with the planting and Parks and Recreation Director Christensen also joined. The tulip bulbs were planted in about 2 ½ hours.

**Mayor Fridal** asked the Council if they would like to participate in handing out candy for Trick or Treating on Main Street. Councilmember Wood noted that Tremonton Youth City Council participate and hand out candy. Manager Warnke commented that people are invited to come to the City offices for candy as well. It is scheduled for Friday, November 30, 2015. Mayor Fridal asked the Council to consider it and let him know.

9. Adjournment.

**Motion by Councilmember Holmgren to adjourn the meeting.** Motion seconded by Councilmember Dautre. Vote: Councilmember Dautre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Wood - aye. Motion approved.

The meeting adjourned at 8:05 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 Cynthia Nelson.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Darlene S. Hess, Recorder

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### **TREMONTON CITY CORPORATION CITY COUNCIL MEETING November 17, 2015**

#### Members Present:

Diana Doutre  
Lyle Holmgren  
Jeff Reese  
Bret Rohde - excused  
Byron Wood  
Roger Fridal, Mayor  
Shawn Warnke, City Manager  
Darlene S. Hess, Recorder

### **CITY COUNCIL WORKSHOP**

Mayor Fridal called the November 17, 2015 City Council Workshop to order at 6:00 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Doutre, Holmgren, Reese, and Wood, City Manager Shawn Warnke, and Recorder Darlene S. Hess. The following Department Heads were also present: Public Works Director Paul Fulgham and Police Chief David Nance. Councilmember Rohde was excused.

#### 1. Review of agenda items on the 7:00 p.m. Council Meeting:

The Council reviewed the November 17, 2015 Agenda with the following items being discussed in more detail:

**Agenda.** Councilmember Doutre asked for item 9 d. to be removed from the agenda as Mr. Ellsworth is unable to serve on the Planning Commission at this time.

**Canvass.** Recorder Hess will review the canvass from the County for the City Council to approve. Mayor Fridal noted that he is happy to have Councilmembers Reese and Doutre continue their service on City Council and will welcome Lyle Vance as the newest Councilmember in January. It will be sad to see Councilmember Wood leave City Council.

**Discussion on 2015-2016 street reconstruction projects cost overruns.** Director Fulgham stated that some of the road projects went over. The Cemetery parking lot cost an additional \$10K. There were also four large patches which were paid for out of the street department's O & M budget. City crew did the excavation for the patches on 100 West, 200 West, 1000 West, and 400 South. The patches were necessary because of heavy vehicle traffic.

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The pavement at Melody Park was thicker than expected, 6-7" thick, and cost more to have it removed. There were a lot of soft spots that needed to be excavated and redone to prevent early failures. Some of the east to west streets in Melody Park were inadvertently left out of the bid and had to be done. The Melody Park Project was \$87K over budget. The street reconstruction was over budget \$120,963 including the Melody Park Project. The majority of extra costs the City incurred from the Melody Park Project came from having the extra material hauled away and fixing the soft spots.

The 2014 study showed the remaining surface life for the roads at 12.9 years. With the road projects this year, the remaining surface life is now 14.5 years. That is the average road life for the all City roads; however, the City does chip seal every other year and road rebuilds which will help the road life grow.

Councilmember Reese asked where the funds for the road project overruns will come from. Manager Warnke explained that the budget will be amended soon and he will see what can be done to accommodate the extra expense. The City was committed to finishing the project once started. Director Fulgham explained there is no way to know the shape of the road until it is dug up. The City always puts contingencies in the estimates but the project had multiple things that drove the cost up. Director Fulgham tries not to do overlays because the middle of the road gets thicker and the edges are thinner because they have to bring it down to curb level. The edges then start to have failures because they are thin.

Councilmember Holmgren asked what the City will do with the old asphalt that was ground up. Director Fulgham explained that it is used for road base. It is actually better than road base. The City will rescreen it and use for backfill material, trenches, and shoulder work. The County has two different options for the ground road: 1) It can use the ground road and add reactivation oil that reactivates the asphalt oil and rolls it, or 2) do a cold roll by bringing in road base and adding oil asphalt and mixing then blading it and rolling it, followed by a chip seal. It makes a pretty good road but not as good as a hot mix road, which locks together.

Mayor Fridal commented that the road to the Bear River Conservancy district has a lot of heavy vehicles driving on it and it still looks good. Director Fulgham stated that it holds up well because the roads are nothing but gravel and more gravel is continually added.

The Council noted that the City road projects needed to be done and the community is happy with the results. Many people have commented on how nice the cemetery looks. The parking lot at the Cemetery will make a big difference as well.

**October Warrant Register.** Councilmember Wood asked what the two pumps were for. Director Fulgham said the pumps are used at the Wastewater Treatment Plant to boost the water pressure from 0 to 110 pounds of pressure. They are a multistage pump and run nonstop.

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Councilmember Doutré asked if the City has enough water storage for the Spring Hollow and Spring Hollow Legends Subdivision. Director Fulgham stated there is enough water storage. The 750 gallon tank helped, but if anything goes any higher in Country View Estates, there will need to be another storage reservoir. There will be around 40-50 homes built in Spring Hollow Legends. Councilmember Doutré noted that some of the homes are reserved for senior housing with the homes at the top for regular family homes. Director Fulgham said that the lower part of Spring Hollow Legends can have secondary water but the upper part does not have enough pressure.

**Ordinance No. 15-15.** Manager Warnke explained that the recommended changes to Ordinance No. 15-15 will make the issuing and processing of denying or revoking business licenses clearer for the applicant and the City. It states if a business license is revoked, a similar business license cannot be reissued to the applicant for a period of ten years unless the City Council authorizes it. It should be changed to two years to coincide with Title 1. *My Style* moved to Garland but was not allowed to do tattoos there either.

**Ordinance No. 15-16.** When motor vehicle registration/taxes are paid, there is an additional amount paid related to transportation corridor preservation. The State Legislature authorized counties to assess this additional amount when people renew motor vehicle licenses. Box Elder has been accruing funds for acquiring future corridors. There have been recent changes in State Law that took the fiscal control from the Utah Department of Transportation (UDOT) and gave it to the counties. Part of the requirements for cities to access the funds is to have a right-of-way acquisition Ordinance that is consistent with Federal requirements. The plan must be approved by the Council of Governments (COG) or all the Mayors. Manager Warnke will bring the plan before the COG tomorrow night to get approval so it will be eligible for consideration.

Councilmember Holmgren asked where the future corridors would be. Manager Warnke explained that some of the corridors include connection to Main Street, which is controlled by UDOT. UDOT’s process is prescriptive and the City has to comply with UDOT standards for access. UDOT has regulations regarding spacing based upon the category of road. There is not a lot of leeway. The City has a pretty comprehensive Transportation Plan. Director Fulgham noted that it is important to have roads that continue through an area, especially collector roads, which will move people out of neighborhoods. There is a Community Impact Board (CIB) grant the City received to do some planning. Some of the grant funds were used for the Sustainable Design Assessment Team (SDAT) matching funds and some were used for Main Street Corridor Planning.

**Resolution No. 15-44.** Manager Warnke reminded the Council that several subdivisions have been recorded but no public improvements have been made. The financial guarantee for the public improvements has lapsed. The City has been working with Lookout Point and Harmony Heights. It looks like Harmony Heights will vacate the

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property. Lookout Point would like to enter an agreement that is recorded against the property. The agreement would require them to put a bond in place before they sell a lot and come up to the City’s current standards when they do public improvements and provide a financial guarantee. Director Fulgham said that Lookout Point is up Country View Drive below the detention basin and will go west from there. Harmony Heights is right across from the State Road Shed off 1000 North heading west out of town and was planned as a commercial park.

**Resolution No. 15-45.** Chief Nance stated that Honeyville has already signed the agreement. It is very similar to the agreement the City has with Garland and other surrounding areas. Honeyville contacted Tremonton about entering into an agreement. They were working with Brigham but wanted to switch. Honeyville has a part-time animal control person. The agreement would allow them to bring their animals to our shelter. There are generally not a lot of animals brought from other towns, except there are quite a few from Garland.

Councilmember Doutre asked Chief Nance about calls she has received concerning raccoons. Chief Nance has explained to anyone that calls in that raccoons are not domesticated animals. The Police Department tries to help out but it is not the responsibility of the City.

**Resolution No. 15-46.** It is an agreement for the rental of Box Elder School District’s facilities. Councilmember Reese noted it is a good deal and wondered why Box Elder County charges so much. Parks and Recreation Director Marc Christensen reported to Manager Warnke previously that Jan Rhodes with Box Elder County has been fantastic to work with. The City still needs to formalize a price with Box Elder County for use of the multi-purpose building.

**Motion by Councilmember Holmgren to move into Closed Session.** Motion seconded by Councilmember Reese. Roll Call Vote: Councilmember Doutre – aye, Councilmember Holmgren – aye, Councilmember Reese – aye, Councilmember Wood – aye. Motion approved.

The Council moved into closed session at 6:34 p.m.

- 2. **CLOSED SESSION:**
  - 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*
  - b. *Session to discuss the mental health, character, and competence of an individual*

**Motion by Councilmember Reese to return to open meeting.** Motion seconded by Councilmember Wood. Roll Call Vote: Councilmember Doutre – aye, Councilmember Holmgren – aye, Councilmember Reese – aye, Councilmember Wood – aye. Motion approved.

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The Council returned to open session at 6:54 p.m.

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

### **CITY COUNCIL MEETING**

Mayor Fridal called the November 17, 2015 City Council Meeting to order at 7:00 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Doutre, Holmgren, Reese, and Wood, City Manager Shawn Warnke, and Recorder Darlene S. Hess. The following Department Heads were also present: Public Works Director Paul Fulgham, Senior Center Director Marion Layne, Police Chief David Nance, and Food Pantry Director Cathy Newman. Councilmember Rohde was excused.

1. Opening Ceremony:

Mayor Fridal informed the audience that he had received no written or oral request to participate in the Opening Ceremony. He asked anyone who may be offended by listening to a prayer to step out into the lobby for this portion of the meeting. The prayer was offered by City Manager Warnke and Mayor Fridal presented a patriotic You Tube video.

2. Introduction of guests:

Mayor Fridal welcomed all in attendance and encouraged the scouts that were in attendance to get their Eagle Scout award.

3. Approval of Agenda:

Mayor Fridal asked if there were any changes or corrections to the Agenda. No comments were made.

**Motion by Councilmember Reese to approve the agenda of November 17, 2015 and eliminate item 9 d.** Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, and Councilmember Wood - aye. Motion approved.

4. Approval of minutes – October 6, 2015:

Mayor Fridal asked if there were any changes to the minutes. There were no comments.

**Motion by Councilmember Holmgren to approve the minutes of October 6, 2015.** Motion seconded by Councilmember Reese. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, and Councilmember Wood - aye. Motion approved.

## **Draft Minutes**

5. Public comments: Comments limited to three minutes:

There were no comments.

6. Canvass of the 2015 Municipal Election

Recorder Hess thanked all the candidates that ran for City Council and congratulated those that won. Box Elder County ran the election and reported there were 3,201 registered voters in Tremonton and 853 cast a vote for a total of 26.65% of voters. There were 17 provisional ballots with 2 not counting. The outcome of the election was Lyle Vance – 514 votes/22.19%, Diana Doutre – 425 votes/18.35%, Jeff Reese – 422 votes/18.22%. Jim Abel had the next highest votes followed by Nate Wright then Bryce Rigby. The canvass broke down the number of votes by precinct as well. The canvass will be available on the City’s website. Mayor Fridal thanked Recorder Hess.

**Motion by Councilmember Wood to accept the results of the election.** Motion seconded by Councilmember Holmgren. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, and Councilmember Wood - aye. Motion approved.

7. Presentations

Mayor Fridal thanked Recorder Hess and Directors Layne and Newman for the service they provide to the City. They were presented with Service Awards for their years of service. Recorder Hess expressed appreciation for the Mayors and Councilmembers they have served with. Director’s Layne and Newman agreed with Recorder Hess and noted it has been fun. The Mayor and Council make their jobs easy. Councilmember Doutre commented that the work provided by these ladies makes the Council’s job easier. The Council thanked them for their efforts.

- a. 10 year Service Award – Cathy Newman
- b. 15 year Service award - Marion Layne
- c. 20 year Service Award – Darlene Hess

8. Department Head Report:

- a. Discussion on 2015 – 2016 street reconstruction projects cost overruns

Director Fulgham told the Council that the street projects went over budget. Some of the cost overruns were for expanding the parking lot at the Cemetery and some unforeseen issues in Melody Park like extra material that had to be removed. There were also soft spots that had to be fixed and extra costs for the roads going east to west in Melody Park. The cost overrun in the Streets was \$120,963 with \$10,413 for the Cemetery. There were roughly 4% of the roads that were rebuilt or 1.7 miles. That total does not include the Cemetery roadwork that was complete as they do not count toward the City road miles. The surface life of the road went from a 12.9 year surface life rating to 14.5. The City worked on the roads that were in the worst shape.

## Draft Minutes

Councilmember Wood commented that the Council was in agreement to do the work at the Cemetery. Director Fulgham stated there had been an area at the Cemetery used for storing material. The material was removed and the area was turned into a parking lot. The long range goal is to put a restroom at the parking lot. Councilmember Doutre noted that the preventative work done on the sewer lines in Melody Park will save the City money down the road. Councilmember Reese likes that the percentage of good roads has been going up over the last ten years. Councilmember Holmgren said there has been steady improvement on the roads since 2007. Director Fulgham said it is best if the City can keep up with roadwork and not have to borrow against future Street Funds.

Councilmember Wood noted that once the road is opened, the project must be completed regardless of the extra expense. The Council thanked Director Fulgham for his work. Director Fulgham stated that the project on 1000 North was completed in July and the City is still waiting for the final invoices. There may be some cost overruns the Council will have to approve but we will not know until the invoices come in. There is a lot of Federal paperwork that must be filed so it takes a little while. If the Federal Government decides to audit 1000 North, the City would be liable for the cost of the audit. Director Fulgham hopes to have the final cost of the City's share by the end of the year. It will probably be another seven years before the City will be eligible for more Federal Funds to help with more roadwork.

### 9. New Council Business:

- a. Discussion and consideration of approving the September Financial Statement

Councilmember Holmgren asked if the City can provide the report on Sales Tax Revenue that the Council used to receive. The other Councilmembers stated that Treasurer Sharri Oyler sends the report every month. Manager Warnke reported that Treasurer Oyler sends it to the City Council address. Councilmember Holmgren said he does not use that address. Mayor Fridal will get a copy to Councilmember Holmgren.

**Motion by Councilmember Reese to approve the September 2015 Warrant Register.** Motion seconded by Councilmember Wood. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, and Councilmember Wood - aye. Motion approved.

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

**Motion by Councilmember Doutre to approve the October 2015 Warrant Register.** Motion seconded by Councilmember Reese. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, and Councilmember Wood - aye. Motion approved.

- c. Discussion and consideration of approving the October Financial Statement

**Draft Minutes**

**Motion by Councilmember Wood to approve the October Financial Statement.** Motion seconded by Councilmember Holmgren. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, and Councilmember Wood - aye. Motion approved.

- d. Discussion and consideration of appointing a person to serve on the Planning Commission (Fred Ellsworth)

This item was removed from the agenda.

- e. Discussion and consideration of adopting Ordinance No. 15-15 amending *Title 1 General Provisions, Title 1. General Provisions Chapter 1-400. Administrative Remedies Part 1-410. Hearings Subsection 1-413. Procedure.* and *Title 9 Licensing, Control and Regulation of Business and Construction Chapter 9-100. Licensing, Control, and Regulations of Businesses Part 9-110 General Provisions Subsection 9-120. Revocation or Denial of Business License of the Revised Ordinances of Tremonton City Corporation*

Manager Warnke stated that Ordinance No. 15-15 approves the procedural processes relative to considering the revocation of Business Licenses. The recommended number of years before an individual can have a similar Business License after revocation is two to three years and would be applied to both sections of Code.

**Motion by Councilmember Reese to adopt Ordinance No. 15-15.** Motion seconded by Councilmember Doutre. The Council chose to have two years before an individual could reapply for a revoked Business License. Roll Call Vote: Councilmember Wood - aye, Councilmember Reese - aye, Councilmember Doutre - aye, and Councilmember Holmgren - aye. Motion approved.

- f. Discussion and consideration of approving Ordinance No. 15-16 adopting a transportation corridor property acquisition ordinance consistent with federal requirements

Manager Warnke noted that Ordinance No. 15-16 will allow the City to be eligible to pursue Corridor Preservation Funding.

**Motion by Councilmember Wood to approve Ordinance No. 15-16.** Motion seconded by Councilmember Reese. Roll Call Vote: Councilmember Wood - aye, Councilmember Reese - aye, Councilmember Doutre - aye, and Councilmember Holmgren - aye. Motion approved.

- g. Discussion and consideration of adopting Resolution No. 15-44 approving a Development Agreement for Lookout Point Subdivision regarding an extension of time associated with the required public improvements for the subdivision

Councilmember Holmgren stated that the Council discussed this item in the City Council Workshop.

## **Draft Minutes**

**Motion by Councilmember Holmgren to adopt Resolution No. 15-44.** Motion seconded simultaneously by Councilmembers Doutre and Wood. Roll Call Vote: Councilmember Wood - aye, Councilmember Reese - aye, Councilmember Doutre - aye, and Councilmember Holmgren - aye. Motion approved.

- h. Discussion and consideration of adopting Resolution No. 15-45 approving an Animal Shelter and Control Services Agreement with Honeyville City

**Motion by Councilmember Reese to adopt Resolution No. 15-45.** Motion seconded by Councilmember Wood. Roll Call Vote: Councilmember Wood - aye, Councilmember Reese - aye, Councilmember Doutre - aye, and Councilmember Holmgren - aye. Motion approved.

- i. Discussion and consideration of adopting Resolution No. 15-46 readopting the Tremonton Recreation – Box Elder School District Joint Agreement for the use and rental of District Facilities

Councilmember Reese commented that it was a good deal for the City and thanked Box Elder School District (BESD). There are several schools that are used for the City's Recreation programs. Mayor Fridal noted it was generous of BESD to allow the City to use the facilities at a relatively cheap rate.

**Motion by Councilmember Holmgren to adopt Resolution No. 15-46.** Motion seconded by Councilmember Doutre. Roll Call Vote: Councilmember Wood - aye, Councilmember Reese - aye, Councilmember Doutre - aye, and Councilmember Holmgren - aye. Motion approved.

### 10. Comments:

- a. Administration/City Manager Advise and Consent

Manager Warnke told the Council there is training available for Elected Officials that is put on by the Utah League of Cities and Town. The next close training is January 9, 2016, which is a Saturday from 8 a.m. to 12 p.m. at Utah State University in Logan. It is a great orientation and refresher course.

- 1) Submitted application for the Zions Commercial Credit Card

The City currently banks with Zions. They have a new commercial credit card program. The City currently gets 1% back on credit card purchases. This new program will allow the City to pool purchases with other municipalities and get a great return on purchases. It is currently at 1.15%. As the volume of the pool expands, the Cities in the pool will get a greater cash back return. To be eligible for the credit card, the City would need to spend a million dollars a year. The City would use the credit card as the primary source for acquisitions. If the City spent \$1M there would be a \$10K cashback return which could be greater depending on how the pool does. The application has been submitted.

## **Draft Minutes**

If the City does not spend \$1M a year they would be ineligible for the credit card and would go back to the credit card the City currently uses. In the past, the City encouraged acquisitions to go on a charge account or be paid by check. There would still be purchase orders attached to every receipt. The balance would be paid off each month. Councilmember Reese was in favor of trying the new credit card.

- 2) Request to UDOT for the placement of brown recreational signs on Interstate 84, Exit 40 informing motorists of the Golden Spike National Historic Site and the Orbital/ATK Rocket Display

Manager Warnke had conversations with UDOT regarding signage for Exit 40. The signs would be a brown recreational sign directing motorists that Exit 40 gives access to a Historic Site. The cost to move the signage, which is currently in Howell, would probably not be too much. UDOT has specific criteria for the signage and feels that Exit 40 would better fit the criteria. There is wayfinding signage already in place after exiting on Exit 40. The Council is in favor of the signage.

- b. Council Reports:

**Councilmember Holmgren** noted that almost 2,000 tulip bulbs have been planted.

**Councilmember Doutre** mentioned that the Boys and Girls Club put on a STEM (Science, Technology, Engineering, Math) fair last week. It was very impressive. So many corporations and others helped. Councilmember Doutre gave a shout out to the Boys and Girls Club. The school children were invited. There were over 1,200 people. Director Fulgham stated that he was invited to participate and spoke from 9:30 am to 6:00 p.m. about water demonstration and wastewater. Councilmember Doutre said the kids enjoyed it and got to handle things like beef hearts.

**Councilmember Wood** congratulated Lyle Vance, Jeff Reese, and Diana Doutre on winning the seats for City Council. There is a Thanksgiving Dinner this Friday at the Senior Center. Director Layne does a great job every year. Councilmember Wood said he will be out of town but if anyone on the Council would like to help serve it is a great meal and activity. Director Layne stated that anyone interested in helping would need to be there by 11:50 a.m. Councilmember Doutre noted that she will be there to help.

**Mayor Fridal** also wanted to thank the candidates that won. It will be a great Council just like it has been.

11. Adjournment.

**Motion by Councilmember Wood to adjourn the meeting.** Motion seconded by Councilmember Reese. Vote: Councilmember Doutre - aye, Councilmember Holmgren

***Draft Minutes***

- aye, Councilmember Reese - aye, and Councilmember Wood - aye. Motion approved.

The meeting adjourned at 7:46 p.m.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Darlene S. Hess, Recorder

**NOTICE OF THE “ANNUAL MEETING SCHEDULE” FOR 2016  
OF THE CITY COUNCIL OF TREMONTON CITY, UTAH**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE 2016 ANNUAL MEETING SCHEDULE OF THE CITY COUNCIL OF TREMONTON CITY, BOX ELDER COUNTY, UTAH IS AS FOLLOWS. MEETINGS OF THE COUNCIL ARE HELD AT THE CITY COUNCIL MEETING ROOM IN THE CIVIC CENTER AT 102 SOUTH TREMONT STREET, TREMONTON, UTAH UNLESS OTHERWISE NOTICED ON THE CITY COUNCIL AGENDA.

<u>MONTH</u>	<u>DATE</u>	<u>TIME</u>
JANUARY	5 AND 19	WORK SESSION - 6:00 P.M. POLICY SESSION - 7:00 P.M.
FEBRUARY	2 AND 16	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
MARCH	1 AND 15	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
APRIL	5	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
MAY	3 AND 17	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
JUNE	7 AND 21	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
JULY	5 AND 19	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
AUGUST	2 AND 16	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
SEPTEMBER	6	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
OCTOBER	4 AND 18	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
NOVEMBER	1 AND 15	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
DECEMBER	6	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.
JANUARY 2015	3 AND 17	WORK SESSION – 6:00 P.M. POLICY SESSION – 7:00 P.M.

BUDGET SESSIONS WILL BE HELD AS NEEDED AT THE CIVIC CENTER AT 102 SOUTH TREMONT STREET, TREMONTON, UTAH IMMEDIATELY BEFORE OR FOLLOWING THE CITY COUNCIL POLICY SESSION.

SCHEDULE ADOPTED THIS THE 1ST DAY OF DECEMBER 2015. POSTED AND DELIVERED TO THE LEADER ON THE 3<sup>RD</sup> DAY OF DECEMBER 2015.

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DARLENE S. HESS, RECORDER

**ORDINANCE NO. 15-17**

**AN ORDINANCE OF TREMONTON CITY CORPORATION ADDING  
CHAPTER 8-750 VETERANS MEMORIAL AT MIDLAND SQUARE TO  
TITLE 8 CITY PROPERTY OF THE REVISED ORDINANCES OF  
TREMONTON CITY CORPORATION**

**WHEREAS**, in January of 2000 the Tremonton Beautification Committee contacted Mr. A.C. Christensen regarding the erection of a Veterans Memorial in Midland Square; and

**WHEREAS**, Mr. A. C. Christensen accepted the assignment and started the undertaking by trying to determine just how many Veterans there were in Northern Box Elder County; and

**WHEREAS**, by October of 2000, there was a list of 2,421 Veteran's names collected and published in *The Leader* newspaper; and

**WHEREAS**, *The Leader* newspaper article solicited for individuals to correct or add names the Initial Veteran list; and

**WHEREAS**, by the Spring of 2001 close to 3,000 names of Veterans had been identified for the Veterans Memorial; and

**WHEREAS**, it was estimated that the cost would be approximately \$33.00 per name to be put on the plaque with the total cost of the Veterans Memorial being \$100,000; and

**WHEREAS**, by the Spring of 2001 the funds needed to construct the Veterans Memorial had been obtained; and

**WHEREAS**, for many years, Mr. A. C. Christensen continued to oversee the administration and maintenance of the Veterans Memorial; and

**WHEREAS**, the City Council wishes to express appreciation for all that Mr. A. C. Christensen has done to create and maintain the Veterans Memorial; and

**WHEREAS**, the City Council desires to continue to update memorial plaques and maintenance of the War Memorial and thereby honor and recognize Veterans of the armed forces of the United States of America in North Box Elder County; and

**WHEREAS**, to this end, the City Council desires to formalize procedures as to how to update and maintain the War Memorial.

**NOW THEREFORE BE IT ORDAINED** that the Tremonton City Council of Tremonton, Utah hereby adopts, passes, and publishes Ordinance No. 15-17 adding Chapter 8-750 Veterans Memorial at Midland Square to the Revised Ordinances of Tremonton City Corporation.

PASSED AND ADOPTED this 1<sup>st</sup> day of December, 2015. The Ordinance to become effective upon adoption.

TREMONTON CITY, a Utah Municipal Corporation

\_\_\_\_\_  
Roger Fridal, Mayor

ATTEST:

\_\_\_\_\_  
Darlene S. Hess, City Recorder

Publication or Posting Date: \_\_\_\_\_

EXHIBIT "A"

## **TITLE 8. CITY PROPERTY.**

### **CHAPTER 8-750. VETERANS MEMORIAL AT MIDLAND SQUARE**

#### **Part 8-751. General Provisions.**

#### **8-752. Definitions**

(1) **“North Box Elder County”** shall mean the communities of Beaver Dam, Bear River City, Bothwell, Deweyville, Elwood, Fielding, Garland, Grouse Creek, Honeyville, Howell, Park Valley, Penrose, Portage, Promontory, Snowville, Thatcher, Tremonton and Washake and the surrounding areas of unincorporated Box Elder County.

(2) **“Veteran”** shall mean a person who has served or is currently serving in the armed forces of the United States of America and upon separation from said service, received an honorable discharge.

**8-753. Policy.** It is the policy of Tremonton City to recognize and honor Veterans of the United States of America.

**8-754. Eligibility.** Veterans that are living, or have lived in North Box Elder County, are eligible to be added to the memorial plaques.

#### **8-755. Name Placement.**

(1) The names of a Veteran shall appear only once in the memorial plaques regardless of the branches of military or wars served. The Veteran shall select which one of the plaques their name shall appear on. The names of Veterans who lost their lives while serving may be added to the “Those who have given their lives for the freedom of America” plaque.

(2) A Veteran or a family member of a Veteran who desires the Veteran’s name added to the plaque shall provide the City Recorder with the following information: 1) some evidence or documentation of the Veteran’s current service or past service in the armed forces of the United States of America (an example of an eligible form would be the DD-214); 2) the North Box Elder County community in which the Veteran is affiliated with; 3) the Veteran’s name the way it shall appear on the plaque; 4) the war era in which the Veteran served, (current options include WWI, WWII, Korean, Vietnam, Desert Storm, War on Terror, National Guard, Peace Time, or Reserves; 5) the branch of military the Veteran served in.

(3) The City Recorder shall verify the eligibility of an individual to meet the criteria in Section 8-754 Eligibility. Any interpretation of an individual meeting the criteria in Section 8-754 Eligibility shall be determined on the side of including an individual on the Veterans Memorial. Any aggrieved individual, who the City Recorder has determined to be ineligible, may appeal the City Recorder’s decision to the Mayor or City Manager.

**8-756. Updating the Plaques.**

(1) From time to time the Parks and Recreation Director and City Recorder may solicit Veterans from North Box Elder County to submit names for inclusion on the War Memorial.

(2) The Parks and Recreation Director in coordination with City Recorder shall update the memorial plaques when the City Council has appropriated sufficient funds and when there are sufficient Veteran's names to warrant the addition.

**8-757. Maintenance of the War Memorial.** The Parks and Recreation Director shall coordinate with the American Legion Post 76 to ensure that the War Memorial is maintained in such a way to properly and respectfully honor and recognize the Veterans of North Box Elder County.

## Request to be added to the **Veterans Memorial at Midland Square**

*Tremonton City Ordinance 8-755-2 requires a veteran or a family member of a veteran to provide the Tremonton City Recorder with the following information before being added to the Veterans Memorial at Midland Square:*

- 1) The veteran's name the way it shall appear on the plaque \_\_\_\_\_.
  
- 2) The North Box Elder County community in which the veteran is affiliated with \_\_\_\_\_.
  
- 3) The war era in which the veteran served: (Pick ONE. The Name will be placed on one plaque only.)

WWI	Vietnam	National Guard	
WWII	Desert Storm	Peace Time	
Korean	War on Terror	Reserves	Other: _____

- 4) The Branch of military the veteran served in \_\_\_\_\_.
  
- 5) Evidence or documentation of the veteran's current or past service in the armed forces of the United States of America?  Yes  No

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

I, DARLENE S. HESS, the City Recorder of Tremonton, Utah, do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. 15-17, entitled “**AN ORDINANCE OF TREMONTON CITY CORPORATION ADDING CHAPTER 8-750 VETERANS MEMORIAL AT MIDLAND SQUARE TO TITLE 8 CITY PROPERTY OF THE REVISED ORDINANCES OF TREMONTON CITY CORPORATION**” adopted and passed by the City Council of Tremonton, Utah, at a regular meeting on December 1, 2015 which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Darlene S. Hess  
City Recorder

## **RESOLUTION NO. 15-47**

### **A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN HOLMGREN PROPERTIES LLC AND TREMONTON CITY FOR THE COMPLETE DEVELOPMENT OF PUBLIC STREET 775 EAST; TO BE DEDICATED WITH THE HOLMGREN ESTATES EAST PHASE 4 SUBDIVISION, BUT FULLY IMPROVED WITH THE FURTHER SUBDIVISION OF 05-042-0111**

**WHEREAS**, pursuant to goals and objectives stated in the following policy documents: Tremonton City 1978 General Plan; Tremonton City 2002 General Plan; and in 2011 Tremonton City adopted a Trails, Parks and Open Spaces Master Plan, Tremonton City has desired and declared its intent to acquire and develop public access and park amenities in the Malad River Bottom; and

**WHEREAS**, the City has acquired a Conservation Easement and Public Access Easement referred to as Holmgren Nature Preserve & Trail, which includes 14.23 acres of land in the Malad River Bottoms; and

**WHEREAS**, the City Council adopted Resolution No. 14-24 and Resolution No. 15-38 approving and authorizing acquisition agreements between Holmgren Properties, LLC and Tremonton City for the purchase of property for a trailhead on parcel 05-042-0111 generally near 300 North and 700 East; and

**WHEREAS**, pursuant to Tremonton City's adopted plans and Resolution No. 14-24, the Bear River Association of Government (BRAG) and City staff completed a grant application, as to the Utah Division of Parks and Recreation Non-Motorized Trail Matching Fund Program; and

**WHEREAS**, the Utah Division of Parks and Recreation Non-Motorized Trail Matching Fund Program has awarded Tremonton City with a \$61,000 grant for the purchase of property, construction of parking lot, bathroom, and kiosk; and

**WHEREAS**, in accordance with the Utah Division of Parks and Recreation Non-Motorized Trail Matching Fund Program the City has to complete the projects which were the subject of the aforementioned grant application within the timeframes of the grant requirements; and

**WHEREAS**, due to the real estate market conditions the Developer is reluctant to develop additional residential buildings lots; and

**WHEREAS**, at the City's request, which is agreed in Resolution No. 15-51, Holmgren Properties, LLC is developing the Holmgren Estates East Phase 4 in Tremonton, Utah to subdivide and improve land for the City's purchase for a trailhead; and

**WHEREAS**, the subdivision of Holmgren Estates East Phase 4 is a voluntary sale to a public entity for a public purpose; and

**WHEREAS**, in accordance with the Tremonton City Land Use Code 2.01.080, which allows subdivisions that are done for a voluntary sale to a public entity for a public purpose to be exempt subdivision(s), but does require compliance with City established ordinances, policies, etc.; and

**WHEREAS**, the City desires to receive the dedication of the entire right of way width of 775 East with the platting of Holmgren Estates East Phase 4, but desires to extend the subdivision approval for the full improvement of 775 East to coincide with the future development of Parcel 05-042-0111 (more particularly described in Exhibit "A") in Tremonton, Utah in which Holmgren Properties, LLC is the sole owner in fee simple;

**NOW, THEREFORE, BE IT RESOLVED**, that the Tremonton City Council of Tremonton City, Utah approves a development agreement between Holmgren Properties, LLC and Tremonton City for the complete development of public improvements on 775 East with the further subdividing of 05-042-0111 as contained in Exhibit "B".

Adopted and approved this 1<sup>st</sup> day of December, 2015.

TREMONTON CITY CORPORATION

By \_\_\_\_\_  
Roger Fridal, Mayor

ATTEST:

By \_\_\_\_\_  
Darlene S. Hess, City Recorder

**Exhibit "A"- Legal Description of Parcel 05-042-0111**

**Legal** BEG AT PT 489.06 FT W & 153 FT N OF SE COR SW/4 SEC 02 T11N R03W SLM, W 326.5 FT, N 166 FT, W 161 FT, N 1314.5 FT, E 976.56 FT M/L TO C/L SD SEC, S 1155 FT, W 489.06 FT, S 325.5 FT TO POB.

LESS: [05-042-0053] BEG ON N R/W/L OF ST HWY (ALSO TREMONTON MAIN ST) AT PT 655.45 (REC 652.31 FT) FT W ALG SEC/L (BOB) & 50.00 FT N FRM S/4 COR SEC 02 T11N R03W SLM, W 163.25 FT ALG SD N R/W/L TO E/L OF ADJOINER'S PROP (TAX PARCEL 05-042-0022), N 150.00 FT ALG ADJOINER'S E/L, E 163.25 FT, S 150.00 FT TO POB.

LESS: [05-042-0054] BEG AT PT 655.45 (REC 652.31 FT) FT W ALG SEC/L (BOB) & 200.00 FT N FRM S/4 COR SEC 02 T11N R03W SLM, W 163.25 FT TO E/L OF ADJOINER'S PROP (TAX PARCEL NO 05-042-0022), N 119.00 FT ALG ADJOINER'S E/L, E 163.25 FT, S 119.00 FT TO POB.

LESS: HOLMGREN EST EAST PH2 SUB

LESS: HOLMGREN EST EAST PH3 SUB

CONT 22.42 AC M/L [REMAINDER DESCRIPTION]

**Exhibit “B”- Development agreement between Holmgren Properties LLC and Tremonton City for the complete development of public improvements on 775 East with the further subdividing of 05-042-0111**

**DEVELOPMENT AGREEMENT BETWEEN HOLMGREN PROPERTIES LLC AND TREMONTON CITY FOR THE COMPLETE DEVELOPMENT OF PUBLIC STREET 775 EAST; TO BE DEDICATED WITH THE HOLMGREN ESTATES EAST PHASE 4 SUBDIVISION, BUT FULLY IMPROVED WITH THE FURTHER SUBDIVISION OF 05-042-0111**

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and Holmgren Properties LLC, (sometimes hereinafter referred to as "Developer"). Either City or Developer may be referred to as "Party" or collectively as "Parties".

**WHEREAS**, pursuant to goals and objectives stated in the following policy documents: Tremonton City 1978 General Plan; Tremonton City 2002 General Plan; and in 2011 Tremonton City adopted a Trails, Parks and Open Spaces Maser Plan, Tremonton City has desired and declared its intent to acquire and develop public access and park amenities in the Malad River Bottom; and

**WHEREAS**, the City has acquired a Conservation Easement and Public Access Easement referred to as Holmgren Nature Preserve & Trail, which includes 14.23 acres of land in the Malad River Bottoms; and

**WHEREAS**, the City Council adopted Resolution No. 14-24 and Resolution No. 15-38 approving and authorizing acquisition agreements between Holmgren Properties, LLC and Tremonton City for the purchase of property for a trailhead on parcel 05-042-0111 generally near 300 North and 700 East; and

**WHEREAS**, pursuant to Tremonton City's adopted plans and Resolution No. 14-24, the Bear River Association of Government (BRAG) and City staff completed a grant application, as to the Utah Division of Parks and Recreation Non-Motorized Trail Matching Fund Program; and

**WHEREAS**, the Utah Division of Parks and Recreation Non-Motorized Trail Matching Fund Program has awarded Tremonton City with a \$61,000 grant for the purchase of property, construction of parking lot, bathroom, and kiosk; and

**WHEREAS**, in accordance with the Utah Division of Parks and Recreation Non-Motorized Trail Matching Fund Program the City has to complete the projects which were the subject of the aforementioned grant application within the timeframes of the grant requirements; and

**WHEREAS**, due to the real estate market conditions the Developer is reluctant to develop additional residential buildings lots; and

**WHEREAS**, at the City’s request, which is agreed in Resolution No. 15-51, Holmgren Properties, LLC is developing the Holmgren Estates East Phase 4 in Tremonton, Utah to subdivide and improve land for the City’s purchase for a trailhead; and

**WHEREAS**, the subdivision of Holmgren Estates East Phase 4 is a voluntary sale to a public entity for a public purpose; and

**WHEREAS**, in accordance with the Tremonton City Land Use Code 2.01.080, which allows subdivisions that are done for a voluntary sale to a public entity for a public purpose to be exempt subdivision(s), but does require compliance with City established ordinances, policies, etc.; and

**WHEREAS**, the City desires to receive the dedication of the entire right of way width of 775 East with the platting of Holmgren Estates East Phase 4, but desires to extend the subdivision approval for the full improvement of 775 East to coincide with the future development of Parcel 05-042-0111 (more particularly described in Exhibit “A”) in Tremonton, Utah in which Holmgren Properties, LLC is the sole owner in fee simple;

**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:

#### **ARTICLE I**

#### **OBLIGATIONS OF DEVELOPER OF HOLMGREN ESTATES EAST PHASE 4**

1.01 Obligations of Holmgren Estates East Phase 4. With the recordation of the Holmgren Estates East Phase 4, the Holmgren Properties, LLC dedicates to Tremonton City the public street of 775 East as shown and described on the aforementioned plat, as contained in Exhibit “A”. The Developer of Holmgren Estates East Phase 4 shall construct a portion of the public street of 775 East with public improvements, which may include, but is not limited to, curb, gutter, sidewalks, utilities etc.

#### **ARTICLE II**

#### **OBLIGATIONS OF DEVELOPER OF PARCEL 05-042-0111**

2.01 Obligation of the Developer of Parcel 05-042-0111. Holmgren Properties, LLC, or successor of interest in Parcel 05-042-0111, which is described in Exhibit “B” shall be obligated with the further subdivision of Parcel 05-042-0111 to fund, provide a financial guarantee, and to dedicate the improvements to Tremonton City for the balance of the public improvements, which include, but are not limited to, sidewalk, curb, gutter, storm drain system, water systems, sewer collection system, telecommunications system, electrical system, natural gas systems, fire hydrants, manholes, telecommunication conduits, substructure of road, asphalt, survey monuments, etc. Said public improvements shall be constructed in accordance with the Tremonton City Land Use Code and Public Works Construction Standards and Specifications in effect at the time of the future subdivision of Parcel 05-042-0111.

**ARTICLE III**  
**OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF HOLMGREN**  
**PROPERTIES LLC**

Holmgren Properties, LLC hereby makes the following representations, warranties and covenants, all of which shall survive the execution of the Agreement:

3.01 Authority. Holmgren Properties, LLC hereby represents to Tremonton that Holmgren Properties, LLC has full authority to comply and fulfill its obligations covenanted herein.

3.02 Authorization. Holmgren Properties, LLC has full power and authority to enter into and to perform its obligations under this Agreement. The execution and delivery of this Agreement by Holmgren Properties, LLC and the performance of the transactions contemplated hereby have been duly and validly authorized by Holmgren Properties, LLC and this Agreement is binding upon and enforceable against the Holmgren Properties, LLC in accordance with its terms.

3.03 Exclusive Ownership of Purchase Parcel and Absence of Liens. Holmgren Properties, LLC has exclusive ownership to all of the Purchase Parcel, free and clear of any liens, encumbrances, mortgages, lease equities, claims, covenants and restrictions.

3.04 No Violation. The execution of this Agreement and compliance with its terms by Holmgren Properties, LLC will not result in any breach or violation of any contract, agreement, judgment, order or regulation to which the Properties LLC or the Purchase Parcel may be subject.

3.05 No Adverse Proceedings. There are no legal, administrative or other proceedings involving the Parcel 05-042-0111 or to which Parcel 05-042-0111 may be subject.

**ARTICLE IV**  
**MISCELLANEOUS**

4.01 Non-Fiduciary Relationship. The Parties hereto expressly disclaim and disavow any partnership, joint venture or fiduciary status or relationship between them and expressly affirm that they have entered into this Agreement as independent contractors and that the same is in all respects an “arms-length” transaction.

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

4.03 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

4.04 Waiver. 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

4.05 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.

4.06 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and assigns.

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

4.08 Separate Counterparts. This Agreement may be executed in several identical counterparts, each one of which shall be considered an original and all of which when taken together shall constitute but one instrument.

4.09 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.

4.10 Complete Agreement. This Agreement together with any addenda and attached exhibits constitutes the entire Agreement between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, contracts, or agreements between the parties. This Agreement cannot be changed except by the express written agreement of all Parties.

4.11 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.

4.12 Severability. Any term or provision of the Agreement that is stricken or voided by a Court of competent jurisdiction shall be severed from the remainder of the Agreement. All terms and provisions not specifically stricken or voided by a Court of competent jurisdiction shall remain in full force and effect.

4.13 Interpretation, Jurisdiction, and Venue. The Agreement shall be interpreted by the laws of the State of Utah. Any claim or cause of action arising here from shall have exclusive jurisdiction and venue in the First District Court of the State of Utah, in and for Box Elder County.

4.14 Recordation of Agreement. The Parties agree and acknowledge that this Agreement shall be recorded against Parcel 05-042-0111 in the Box Elder County Recorder's Office and shall run with the land.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES TO FOLLOW ON THE NEXT PAGE.**

**DEVELOPER:**

HOLMGREN PROPERTIES, LLC  
A Utah Limited Liability Company

By: \_\_\_\_\_  
Lyle Holmgren, Manager

**ACKNOWLEDGEMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me  
\_\_\_\_\_ the signer of the above instrument, who duly acknowledged to me  
that he executed the same.

\_\_\_\_\_  
Notary Public

**CITY:**

TREMONTON CITY  
A body Corporate and Politic of the State of Utah

By: \_\_\_\_\_  
Roger Fridal, Mayor

ATTEST:

By: \_\_\_\_\_  
Darlene Hess, City Recorder

**ACKNOWLEDGEMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me  
\_\_\_\_\_ the signer of the above instrument, who duly acknowledged to me  
that he executed the same.

\_\_\_\_\_  
Notary Public

**Exhibit "A"- Plat of Holmgren Estates East, Phase 4**



**Exhibit "B"- Legal Description of Parcel 05-042-0111**

**Legal** BEG AT PT 489.06 FT W & 153 FT N OF SE COR SW/4 SEC 02 T11N R03W SLM, W 326.5 FT, N 166 FT, W 161 FT, N 1314.5 FT, E 976.56 FT M/L TO C/L SD SEC, S 1155 FT, W 489.06 FT, S 325.5 FT TO POB.

LESS: [05-042-0053] BEG ON N R/W/L OF ST HWY (ALSO TREMONTON MAIN ST) AT PT 655.45 (REC 652.31 FT) FT W ALG SEC/L (BOB) & 50.00 FT N FRM S/4 COR SEC 02 T11N R03W SLM, W 163.25 FT ALG SD N R/W/L TO E/L OF ADJOINER'S PROP (TAX PARCEL 05-042-0022), N 150.00 FT ALG ADJOINER'S E/L, E 163.25 FT, S 150.00 FT TO POB.

LESS: [05-042-0054] BEG AT PT 655.45 (REC 652.31 FT) FT W ALG SEC/L (BOB) & 200.00 FT N FRM S/4 COR SEC 02 T11N R03W SLM, W 163.25 FT TO E/L OF ADJOINER'S PROP (TAX PARCEL NO 05-042-0022), N 119.00 FT ALG ADJOINER'S E/L, E 163.25 FT, S 119.00 FT TO POB.

LESS: HOLMGREN EST EAST PH2 SUB

LESS: HOLMGREN EST EAST PH3 SUB

CONT 22.42 AC M/L [REMAINDER DESCRIPTION]

**TREMONTON CITY**  
**CITY COUNCIL MEETING**  
**DECEMBER 1, 2015**

<b>TITLE:</b>	Discussion and consideration for the adoption of the Tremonton City Water Conservation Plan Update for 2015.
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER:</b>	Paul Fulgham, Tremonton City Public Works Director

**Prepared By:**

Paul Fulgham  
Public Works Director

**RECOMMENDATION:**

I move that the City Council adopt the said resolution regarding the Tremonton City Water Conservation Plan Update for 2015.

**BACKGROUND:**

In 1999 the Utah Legislator adapted the policy that required all water systems that serve 500 connections or more had to put together a Water Conservation Plan and that the plans had to be updated every 5-year. No penalties were involved with non adherence to the policy except annually they publish the water systems name in the Salt Lake papers, unless you are receiving funding from a State agency for a project and the funding will be held up until the plan has been completed.

Our first plan was put together by Gardner Engineering and had no value to the City, in my opinion; in 2004-2005 I re-wrote the plan, for the required update and put information that was pertinent to Tremonton City, in 2010 the plan was updated per requirement. This is the update for 2015.

**Attachments:**

2015 Tremonton City Water Conservation Plan Update

**RESOLUTION NO. 15-48**

**A RESOLUTION ADOPTING THE TREMONTON CITY WATER  
CONSERVATION PLAN 2015 UPDATE**

**WHEREAS**, in 1999 the Utah Legislature adopted a policy that required all water systems that serve five hundred connections or more to put together a Water Conservation Plan; and

**WHEREAS**, Water Conservation Plans are to be updated every 5 years; and

**WHEREAS**, Tremonton City updated their plan in 2010; and

**WHEREAS**, the Water Conservation Plan helps residents determine lawn-watering needs; and

**WHEREAS**, it is time to update the Water Conservation Plan for 2015.

**NOW, THEREFORE, BE IT RESOLVED** that Tremonton City Council hereby adopts Resolution No. 15-48 approving the Tremonton City Water Conservation Plan 2015 as attached in Exhibit "A".

**PASSED AND ADOPTED** by the City Council of Tremonton City, State of Utah on this 1<sup>st</sup> day of December, 2015.

TREMONTON CITY  
A Utah Municipal Corporation

By \_\_\_\_\_  
Roger Fridal, Mayor

ATTEST:

\_\_\_\_\_  
Darlene S. Hess, Recorder

**Exhibit “A”**



# **WATER CONSERVATION PLAN**

**(Update)**

**December 1, 2015**

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## 1.01

### DESCRIPTION OF TREMONTON CITY AND ITS WATER SYSTEM

Tremonton City is located on the Malad River, in the Bear River Valley, in northern Box Elder County. It was initially settled in 1888, although French-Canadian Trappers had entered the area much earlier. Tremonton was named for Tremont Illinois, which was where many of the early settlers had relocated from. The town of Tremont was incorporated in January of 1903. A short while later the Postal service requested that the town change its name because of confusion with Fremont Utah and that an “on” be added to the towns name. Thus Tremonton was born.

The first recorded history of the Tremonton City water system is in 1910 when the Tremonton Town Board, S.B. Watland – President, S.N. Cole, A.N. Fishburn, Alvin Keller and J. Otto Pitt, had a 6-inch wooden water main installed. This main brought water from the canal which had been constructed from 1889 to 1903, from the west side of Tremonton. The water was piped throughout the City in wooden distribution pipes. As one can imagine, the water quality was not very desirable. In 1918 - 1919, the bad water situation was resolved when the City Council, Charles McClure – Mayor, J.A. King, David Holmgren, W.H. Stone, acquired a spring on the west hill side, the West Spring or (William Johnson Spring), and had new steel and cast iron water mains installed to deliver this spring water to town.

The Tremonton City Water System has continued to evolve since 1918-1919 and the following are list of known projects and construction dates:

- ◆ In 1934 as part of a Roosevelt era WPA, Work Progress Administration relief project, an 112,000 gallon concrete storage reservoir was constructed on the west bench.
- ◆ In 1939 another WPA project on the east bench above Deweyville, a 210,000 gallon concrete reservoir was constructed and as part of the project, the Willow Spring or East Spring was acquired from property owners in the area. An 8-inch cast iron water main was installed from the east reservoirs to Tremonton City and new cast iron mains were installed through out the City, along with fire hydrants.
- ◆ In 1939 the old wooden mains were converted to secondary use and canal water replaced the spring water for use on lawns. The secondary water was done away with before the 1970’s because of the disrepair of the wooden mains.
- ◆ In the early 1950’s, an additional 400,000 gallon concrete water storage reservoir was added to the west bench, along with three additional springs along the east side of the Bear River, the South Spring (City Spring), Fish Spring (Germer Spring) and the North Spring. An 8-inch steel pipeline was installed from the springs in the river bottoms along 1000 North by Bear River High School into Tremonton City.
- ◆ In 1962 Tremonton City filed on unused water from Garland City’s spring along the Bear River. Thus, the Garland Overflow Spring source began.
- ◆ In the early 1970’s, the City constructed a third concrete reservoir on the west bench, 500,000 gallon.
- ◆ In 1979 the City constructed a second concrete reservoir, 1,000,000 gallon, on the east bench, above Deweyville, and installed a 14-inch asbestos concrete main along side of the 8-inch cast iron from the east reservoir, and also installed two flowing wells, 100-feet deep, in the north spring collection area.
- ◆ In 1983 the City developed a new spring on the east bench, just south of the East Spring. At the time it flowed 1,500+ gallons per minute (gpm). Since 1986, it has been virtually dry, periodically in wet seasons flowing 1-2 gpm.
- ◆ 1983 was the year that the Tremonton City water system first started disinfecting their drinking water, with the installation of Gaseous Chlorinator facilities on the west and east water sources.
- ◆ In 1985 the City replaced the 8-inch steel main along 1000 North to the springs along the Bear River with a 12-inch PVC main. Also a new 10-inch main was installed from the west reservoirs down 2300 West to Main Street to the downtown area of Tremonton.

- ◆ In the 1992 a new 10-inch ductile iron line was install on 1000 North to the UDOT Road Shed at Bothwell to bring the Bear River WCD water to the City and the area along the pipeline was annexed into the City.
- ◆ In 2001, a 750,000 gallon steel reservoir was constructed high on the west bench along with a pressure booster station that would deliver BRWCD and City water to the location.
- ◆ In 2005, a new 18-inch HDPE main was installed under the Bear River to combine the capacity of the 8-inch and 14-inch mains, thus replacing the old line under the river and the line attached to the bridge over the river. The largest line installed to date, besides the 18-inch, is a 16-inch ductile iron main along 2000 West. The larger size was installed to handle the growth in the future.
- ◆ In 2010 Tremonton City purchased the 1986 Cedar Ridge Well from David Z. Thompson and upgraded the pump, constructing a pumping facility. A new 12-inch ductile iron line was installed from the Cedar Ridge Subdivision to the East Side storage reservoir.
- ◆ In 2011, a 2,000,000 gallon concrete reservoir was construct on the east bench above Deweyville, next to the City's existing 1,000,000 gallon concrete reservoir.
- ◆ In 2015 a 18-inch ductile line was installed on 1000 North from 2300 West to 2000 West to replace the existing 10-inch PVC to handle future growth for the City.

The replacement of old main lines throughout the water system is on-going. The replacement project usually follows things such as multiple failures on a water main and to add capacity to an existing water main.

## **1.02 CURRENT POPULATION**

In 2015 Tremonton City's population is approximately 8,000.

## **1.03 CURRENT CONNECTIONS**

Tremonton City serves approximately 2,189 residential, 277 commercial, 19 industrial, 18 institutional service connections and 9 agriculture related service connections, with a total number of service connections of 2,512. Tremonton City serves an area approximately 10 square miles or 6,400 acres. This area is constantly changing due to new property being annexed into the City. The Master Zoning Plan allows for the Tremonton City to grow to the size of approximately 30 square miles or 19,200 acres. This will happen many years in the future.

Tremonton City's residents and City leaders place a high value on outdoor related activities. Because of this, some 76 acres have been set aside for outdoor recreational activities, such as golf course, parks and trails. They have also set aside 13 acres in cemetery. As of 2015, there are approximately 1,500 acres in irrigated agricultural area and approximately 400 acres in rangeland and dry farm non-irrigated agricultural area with in the city limits.

**See attached map for Tremonton City's current service area and zoning. (Appendix)**

## **1.04 INVENTORY OF WATER RESOURCES**

Over the past 5-years Tremonton City has been withdrawing approximately 2,631 acre-feet of water from our spring sources, with another 150 acre-feet being purchased from the Bear River Water Conservation District. Tremonton City currently utilizes three gravity flowing springs and four springs that are pumped up to our storage reservoirs, where it then enters the distribution system along with the 150 acre-feet of purchased water. The City has been able to meet our culinary and out door irrigation needs from these sources. In 2010

Tremonton City purchased another water source from a neighboring water system, the City has been waiting on the UGS Ground Water Study completion, so that the Division of Water Rights can issue water rights for the use of this source. The new source was purchased to enhance our water source inventory and to shore up our current water needs in addition to preparing for our future growth. In 2004, Tremonton City constructed a secondary water systems for the large city owned parks, cemetery and the northwest area of the City. These secondary water system efforts will continue to be carried out as resources are available, to help conserve our precious culinary water.

Tremonton City has four reservoirs located in the northwest area of the City and three located east of the City, with the total capacity of 5,056,000 gallons. (Table 1)

See attached map for Tremonton City’s source and reservoir locations. (Appendix)

**TABLE 1**

**City Storage Reservoirs December 2010**

<b>Reservoir</b>	<b>Capacity</b>	<b>Construction</b>	<b>Year</b>
<b>West Tank #1</b>	<b>112,000</b>	<b>Concrete</b>	<b>1934</b>
<b>West Tank #2</b>	<b>384,000</b>	<b>Concrete</b>	<b>1950’s</b>
<b>West Tank #3</b>	<b>500,000</b>	<b>Concrete</b>	<b>1970’s</b>
<b>Upper West</b>	<b>750,000</b>	<b>Steel</b>	<b>2001</b>
<b>East Tank #1</b>	<b>210,000</b>	<b>Concrete</b>	<b>1939</b>
<b>East Tank #2</b>	<b>1,100,000</b>	<b>Concrete</b>	<b>1979</b>
<b>East Tank #3</b>	<b>2,000,000</b>	<b>Concrete</b>	<b>2011</b>
<b>Total</b>	<b>5,056,000</b>		

Tremonton City owns shares in the Bear River Canal Company. This stock helps assure of the success of the secondary water system, for the west side of the City. (Table 2)

**TABLE 2**

**City-Owned Shares in the Bear River Canal Company as of December 2010**

<b>Head Gate</b>	<b>Area Served</b>	<b>Shares</b>	<b>Cubic Feet Per Second (CFS)</b>	<b>Hours</b>
<b>15 C</b>	<b>Stevens Park &amp; Golf Course</b>	<b>18.18</b>	<b>2.10</b>	<b>18.10</b>
<b>35 C</b>	<b>Cemetery</b>	<b>6.03</b>	<b>3.00</b>	<b>4.15</b>
<b>35 C</b>	<b>Cemetery</b>	<b>4.00</b>	<b>3.00</b>	<b>2.50</b>
<b>119 W</b>	<b>Golf Course</b>	<b>49.05</b>	<b>2.84</b>	<b>36.15</b>
<b>125 W</b>	<b>North West Tremonton</b>	<b>32.33</b>	<b>2.32</b>	<b>29.15</b>
<b>125 I</b>	<b>North West Tremonton</b>	<b>27.39</b>		

Under current water rights, Tremonton City is entitled to withdraw 7,696 acre-feet annually from or springs and wells listed below. (Table 3)

**TABLE 3****City-Owned Water Rights as of December 2010**

Source Number & Name	Water Right Number	CFS	Acre-Feet Per Year	Time Period
01 – West Spring (Johnston Spring)	29-906	0.160	115.83	Year Round
02 – East Spring (Willow Spring)	29-1022	0.500	361.96	Year Round
03 – South Spring (City Spring)	29-1104	0.957	692.79	Year Round
04 – Fish Spring (Germer Spring)	29-1107	0.488	353.27	Year Round
05 – Garland Overflow (Garland Spring)	29-1370	3.348	2,423.67	Year Round
06 – North Spring	29-1141	1.500	1,085.88	Year Round
06 – North Wells	29-2520	3.460	2,504.75	Year Round
07 – Gardner Springs	29-2956	0.280	202.70	Year Round

In addition to our springs and wells, Tremonton City purchases water from the Bear River Water Conservancy District. This is a long-term contract, 30 years, to help in times of shortages and to help insure water for future growth. (Table 4)

**TABLE 4****Contracted/Purchased Water Supply**

Source Number & Name	Water Right Number	CFS	Acre-Feet Per Year	Time Period
08 – BRWCD (Newman Well)			150	Year Round

**WATER USE**

The following table shows the amount of water used for the years 1997 thru 2015. (Table 5)

**TABLE 5****Tremonton City Water Production 1997 – 2015  
Million Gallon Units & Acre Feet Units**

Year	Total Used Million Gallons	Total Used Acre Feet
1997	362	1,110
1998	571	1,751
1999	577	1,770
2000	727	2,231
2001	683	2,095
2002	683	1,957
2003	629	1,930
2004	615	1,888
2005	640	1,965
2006	638	1,957
2007	716	2,198
2008	791	2,428
2009	788	2,418

<b>2010</b>	<b>909</b>	<b>2,790</b>
<b>2011</b>	<b>926</b>	<b>2,842</b>
<b>2012</b>	<b>967</b>	<b>2,966</b>
<b>2013</b>	<b>916</b>	<b>2,811</b>
<b>2014</b>	<b>881</b>	<b>2,704</b>
<b>2015</b>	<b>841</b>	<b>2,582</b>

## Current Water Use

In 2015, Tremonton City’s daily average, residential per capita indoor water use was approximately 122 GPD/person or 445 GPD/residential connection. In warmer months of summer up to 65% of the culinary water produce may be used for outdoor watering, summer months combined indoor/outdoor average water use per capita 283 GPD/person or 1,036 GPD/residential connection.

The following table shows the amounts of water currently available from Tremonton City’s current sources with the current source production. (Table 6)

**TABLE 6**

**Actual available water from City owned Water Sources as of December 2015**

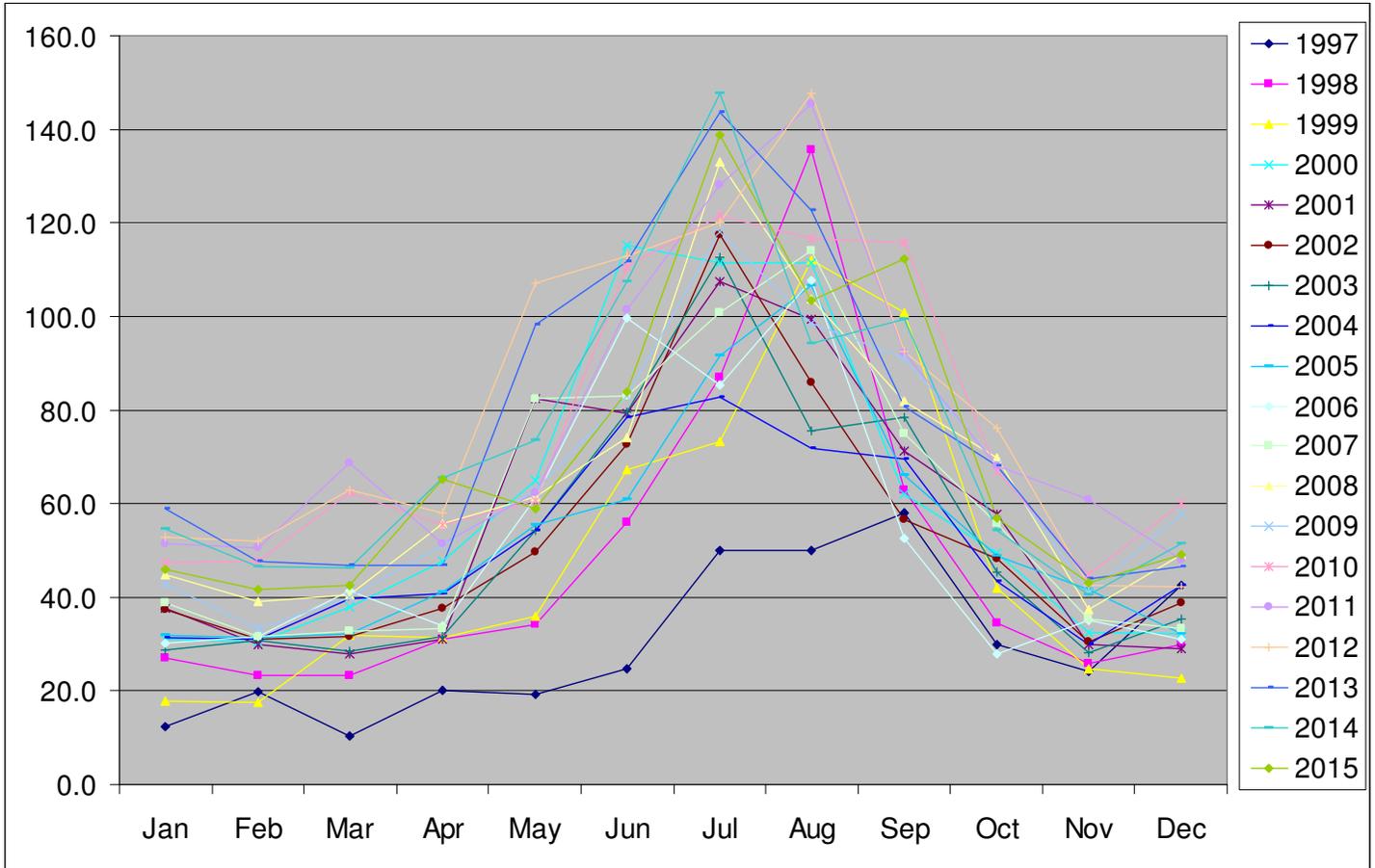
<b>Source Number &amp; Name</b>	<b>CFS</b>	<b>GPM</b>	<b>MGY</b>	<b>Acre-Feet Per Year</b>
<b>01 – West Spring (Johnston Spring)</b>	<b>0.167</b>	<b>75.02</b>	<b>39.43</b>	<b>121.00</b>
<b>02 – East Spring (Willow Spring)</b>	<b>0.271</b>	<b>121.63</b>	<b>63.93</b>	<b>196.19</b>
<b>03 – South Spring (City Spring)</b>	<b>0.620</b>	<b>278.08</b>	<b>146.16</b>	<b>448.54</b>
<b>04 – Fish Spring (Germer Spring)</b>	<b>0.446</b>	<b>200.00</b>	<b>25.01</b>	<b>76.75</b>
<b>05 – Garland Overflow (Garland Spring)</b>	<b>0.891</b>	<b>400.00</b>	<b>39.94</b>	<b>122.57</b>
<b>06 – North Spring</b>	<b>1.500</b>	<b>673.20</b>	<b>535.83</b>	<b>1,085.88</b>
<b>06 – North Wells</b>	<b>1.668</b>	<b>748.72</b>	<b>393.53</b>	<b>1,207.69</b>
<b>07 – Gardner Springs</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Total actual available water in 2015 was 4,028 acre-feet annually.

Historical water use for Tremonton City is typical for a growing rural community. Peak water use typically occurs during the months of June through September, as indicated in the following table. (Table 7)

**TABLE 7**

**Typical Water Use  
Tremonton City Monthly Water Use 1997 - 2015**



## 1.06 FUTURE WATER USE

### Future Water Needs

Tremonton City is a city with a future and our expected growth rate thru 2030 is approximately 10,852 people with 3,103 connections, equaling approximately 3,531 ERU's.

If our per ERU water use continues as it does at the present, 342,368 gallon per year per capita, and the expected population growth rate is approximately 10,852, then history will dictate that we will equal approximately 3,531 ERU's. That will mean that Tremonton City's overall water use could be as much as 1,208,901,408 gallons per year or 3,710 acre feet per year. That will greatly exceed Tremonton City's current available peak day production of our sources. Because of this, the City is looking to the future in our water development needs. Tremonton City has developed a secondary water system that can serve some of the growth on the west side of the City, west of I-15, utilizing existing canals and canal rights. The majority of the large open areas such as the parks, cemetery and school grounds, are currently utilizing secondary water, thus freeing

up some culinary water for our growth. Secondary water development is much more economical than culinary water development. (Table 8)

**TABLE 8**

<b>Development and Delivery Cost For Culinary Water –vs- Secondary Water</b>	
<b>Culinary Water</b>	<b>Secondary Water</b>
<b>Development Cost Per Gallon</b>	<b>Development Cost Per Gallon</b>
<b>\$1.95/1</b>	<b>\$0.30/1</b>
<b>Delivery Cost Per 1,000 Gallons</b>	<b>Delivery Cost Per 1,000 Gallons</b>
<b>\$1.13/1,000</b>	<b>\$0.45/1,000</b>

## **Future Water & Storage Development**

Tremonton City’s future depends on water and water development. We have options available to us for additional water development. In 2010, Tremonton City purchased a well which currently serves a neighboring water system and has completed a well upgrade with a new pump and pumping facility with hopes that this will provide Tremonton City with an additional 750 gpm. Tremonton City’s goal is to add two additional sources of 750 gpm each by 2030, along with an additional 1.6 million gallons of storage to Tremonton City’s current 5.1 million gallons.

Other water development opportunities include:

- ◆ Drilling new culinary water wells.
- ◆ Further development of a pressurized secondary water system for parts of the City.
- ◆ Drilling shallow secondary water wells.
- ◆ Reuse of the 1.9 MGD plus from the Wastewater Treatment Facility.
- ◆ Purchase additional water from the Bear River Water Conservancy District.

**See attached map for Tremonton City’s secondary system service area. (Appendix)**

## **1.07 WATER CONSERVATION**

### **Water Conservation Efforts**

Tremonton City’s Public Works Director and Water Superintendent act as the Water Conservation Coordinators. It is their job to oversee and manage the City’s water system and resources to their best financial and technical ability. Tremonton City officials have not adopted any official Water Conservation Ordinance. We have encouraged our customers to use water wisely and provided educational information. We have encouraged an outdoor water time restriction of 8:00 pm – 10:00 am and most citizens have followed those actions. When feasible, Tremonton City follows these practices also, but with some of the large facilities, it is not always possible.

Many of Tremonton City conservation efforts include:

- ◆ Education of the Public through the City Newsletter and water bill
- ◆ Education of the youth through schools and scout groups
- ◆ Quick repairs of known water leaks
- ◆ Continual water audits and leak surveys

◆ Review of financial audits for timely water rate increases

Over the past 15-years, Tremonton City has put forth great efforts with regards to water conservation. In July 2001, the water rates were adjusted, reducing the monthly minimum allotment from 15,000 gallons to 12,800 gallons. The base rate remained the same at \$13.00 and the overage charge was adjusted from \$0.98 per 1,000 gallons to \$1.13 per 1,000 gallons. The City then embarked on an education campaign to educate its customers on proper lawn watering techniques and other educational measures. (Appendix)

School groups are invited to come to the Public Works Facility, where they learn about Water Conservation and about our Water Reclamation Facility. We, as Water Conservation Coordinators, know that the youth are the ones that will be making a difference in the future and their education in water conservation measurement is imperative for change.

In July of 2004, the City once again adjusted its rates. The base rate was changed from \$13.00 to \$13.70 for 12,800 gallons to help the utility revenues meet our day to day operations and to put in reserves for capital projects in the future.

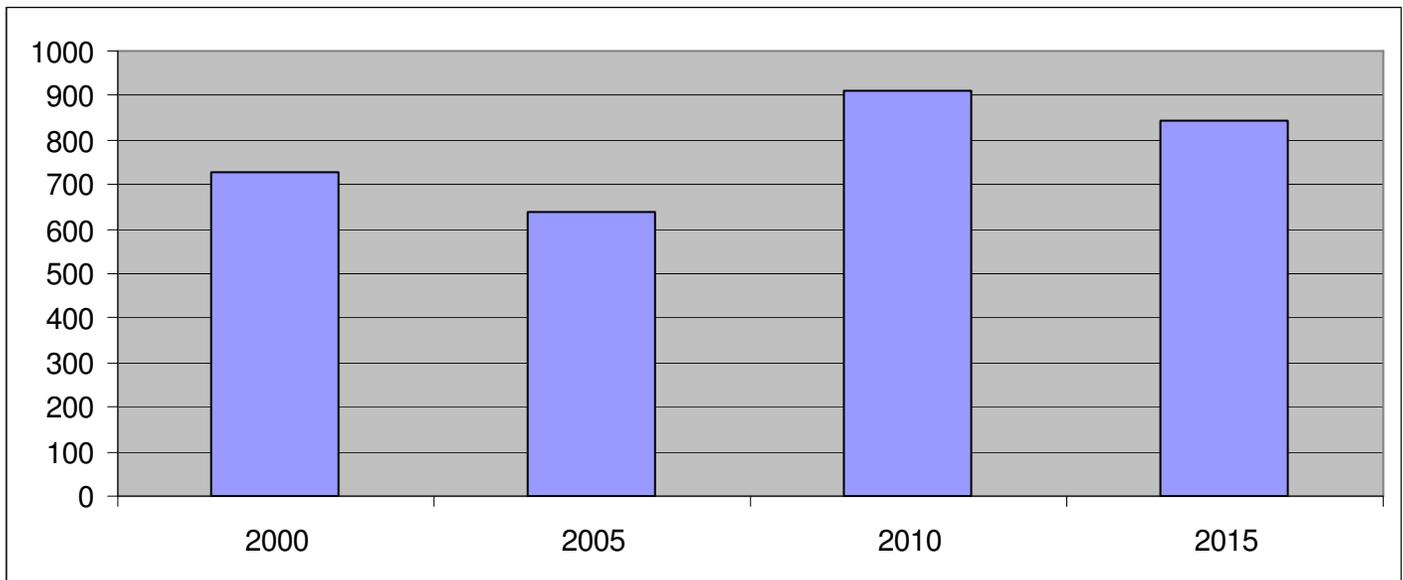
In the warmer months of the year, up to 65% of Tremonton City's water is used for irrigation purposes. From 2000 - 2005, Tremonton City had seen a 12% reduction in water use, while the City was having a growth rate of 2.31%. From 2005 - 2010, Tremonton City saw a 29% increase in water use. This is mainly because of two industries expanding and locating in Tremonton. These two industries alone can some months use as much as 30% of all water produced for the City and also because from 2005 – 2008 Tremonton City had a higher than average residential growth rate of over 6%. Since 2010 the growth rate of Tremonton has slowed but it has remained steady at 2% . **(Tables 9, 10 & 11)**

Tremonton City goal is to be realistic about our water reduction, knowing that residences and other water user's habits can and will not be changed over night. We are striving for reduction in water use through education of the public, with hopes of changes in attitude. The City has not instituted large fees or fines for water use. Tremonton City water users simply pay for what is used. A portion of impact fees from new customers goes toward source development, allowing the growth to pay its way.

Tremonton City knows that if we can accomplish a reduction of a 0.5% to 1% per year over the next ten years, yet continue growing at reasonable rate, we feel that our users will benefit by saving costs in water development. Yet we know that with some commercial and industrial customers that we pursue to help with economic development, these reduction savings can easily be consumed. **(example in Tables 9, 10 & 11)**

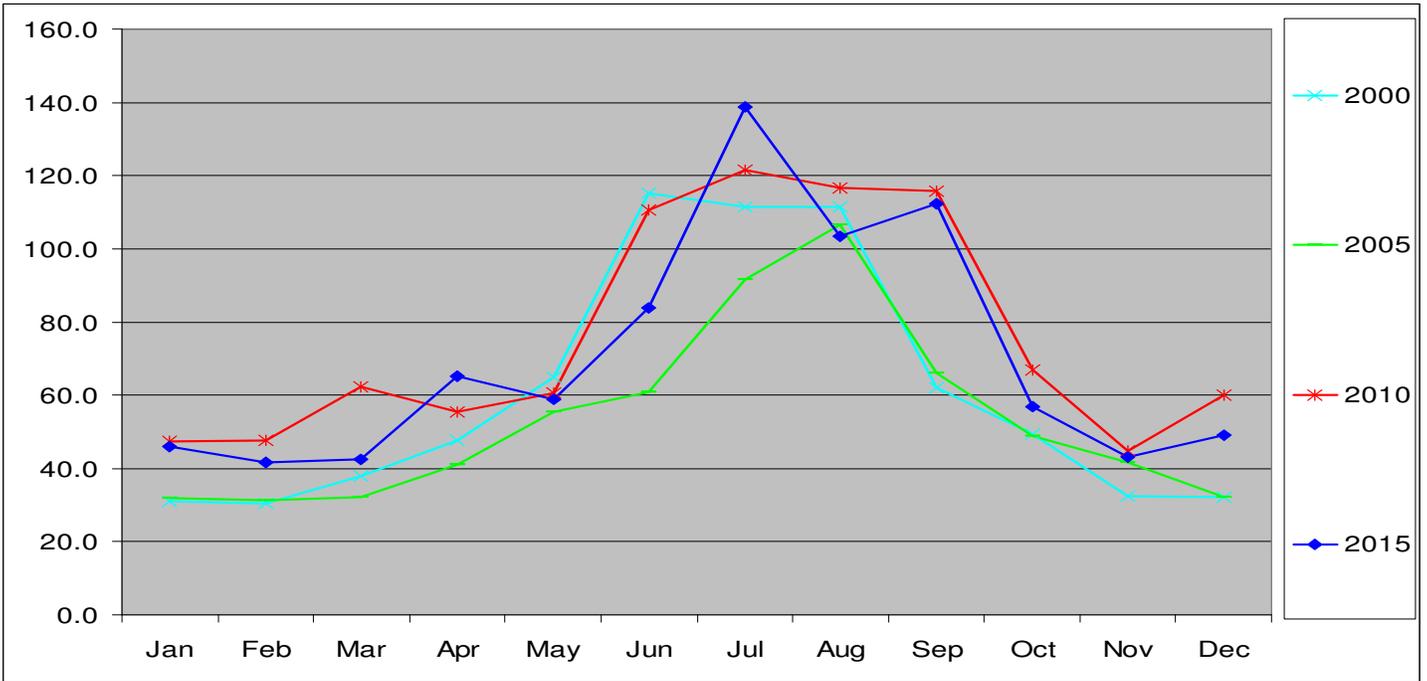
**TABLE 9****Tremonton City Water Conservation Efforts from 2000 – 2005 – 2010 - 2015**

Month	2000	2005	2010	2015
January	31,048,225	31,905,845	47,539,904	46,095,018
February	30,390,362	31,204,946	47,264,151	41,582,157
March	37,999,566	32,345,613	62,298,501	42,516,213
April	47,720,042	41,025,695	55,438,992	65,233,864
May	65,009,100	55,299,705	60,725,261	58,880,605
June	115,345,550	61,005,185	110,545,391	83,801,254
July	111,481,350	91,740,992	121,401,333	138,833,362
August	111,527,312	106,491,423	116,455,390	103,368,513
September	62,036,177	66,216,301	115,657,634	112,406,911
October	49,512,107	48,960,498	66,843,916	56,831,324
November	32,502,274	41,707,699	44,908,404	43,000,000
December	32,250,680	32,274,300	60,063,688	49,000,000
<b>Total Gallons</b>	<b>726,822,745</b>	<b>640,178,202</b>	<b>909,142,565</b>	<b>841,549,221</b>

**TABLE 10****Tremonton City Water Production Increases & Reductions from 2000 – 2005 – 2010 - 2015****Percent Water Use Reduction or Water Use Increase****2000 to 2005 - 11.93% reduction****2005 to 2010 – 29.60% increase****2010 to 2015 - 7.75% reduction****Over All Water Use Increase from 2000 to 2015 is 13.64%**

**TABLE 11**

**Tremonton Water Use 2000, 2005, 2010 & 2015**



## **APPENDIX**

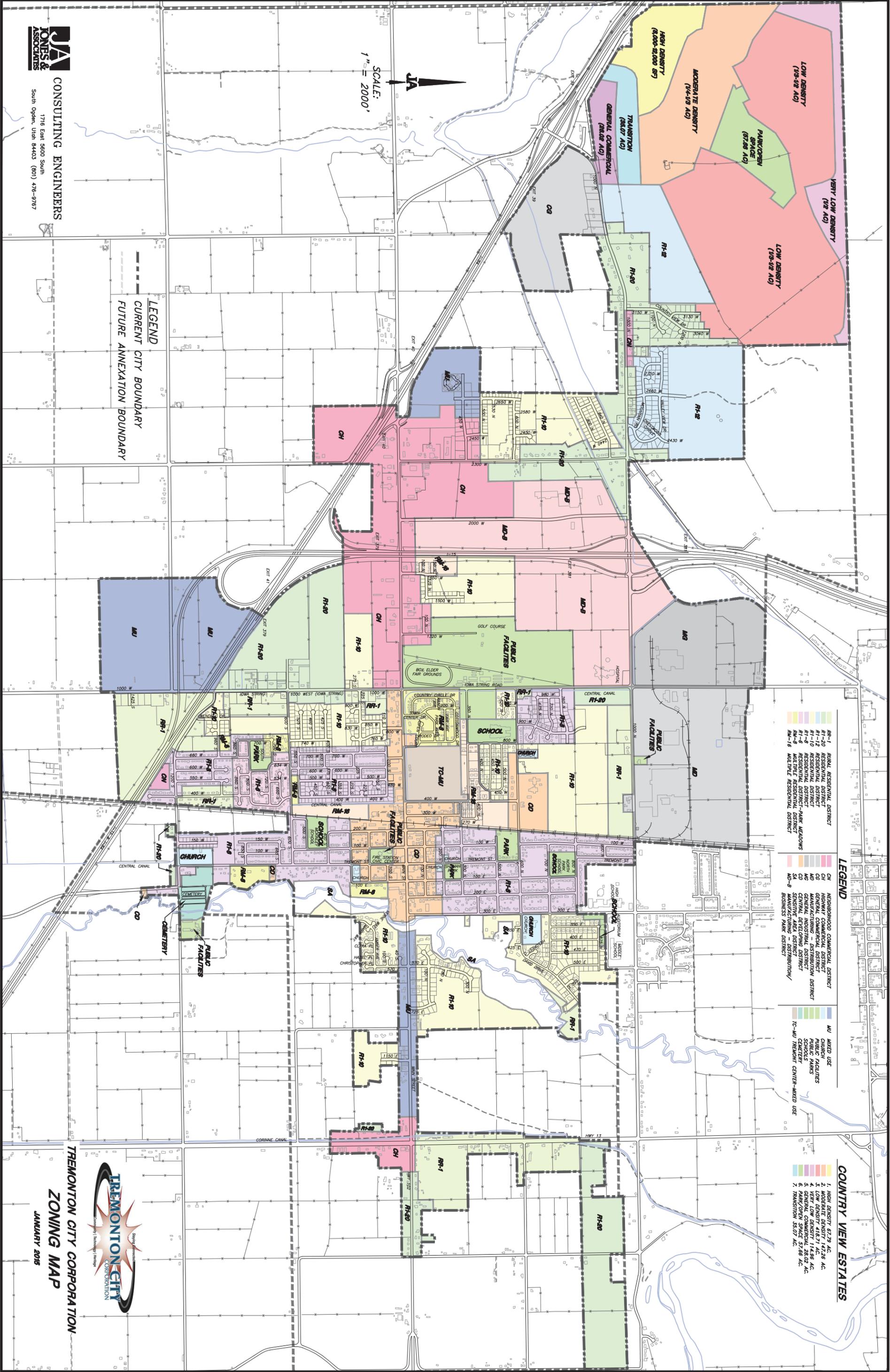
- 1. Tremonton City's Current 2015 Zoning Map**
- 2. Tremonton City's 2015 Water System Map**
- 3. Tremonton City's 2015 Secondary System Service Area**
- 4. Lawn Watering Guide**
- 5. Utah's Water Supply & Water Facts**
- 6. Tremonton City's Water Conservation Checklist**

SCALE:  
 1" = 2000'

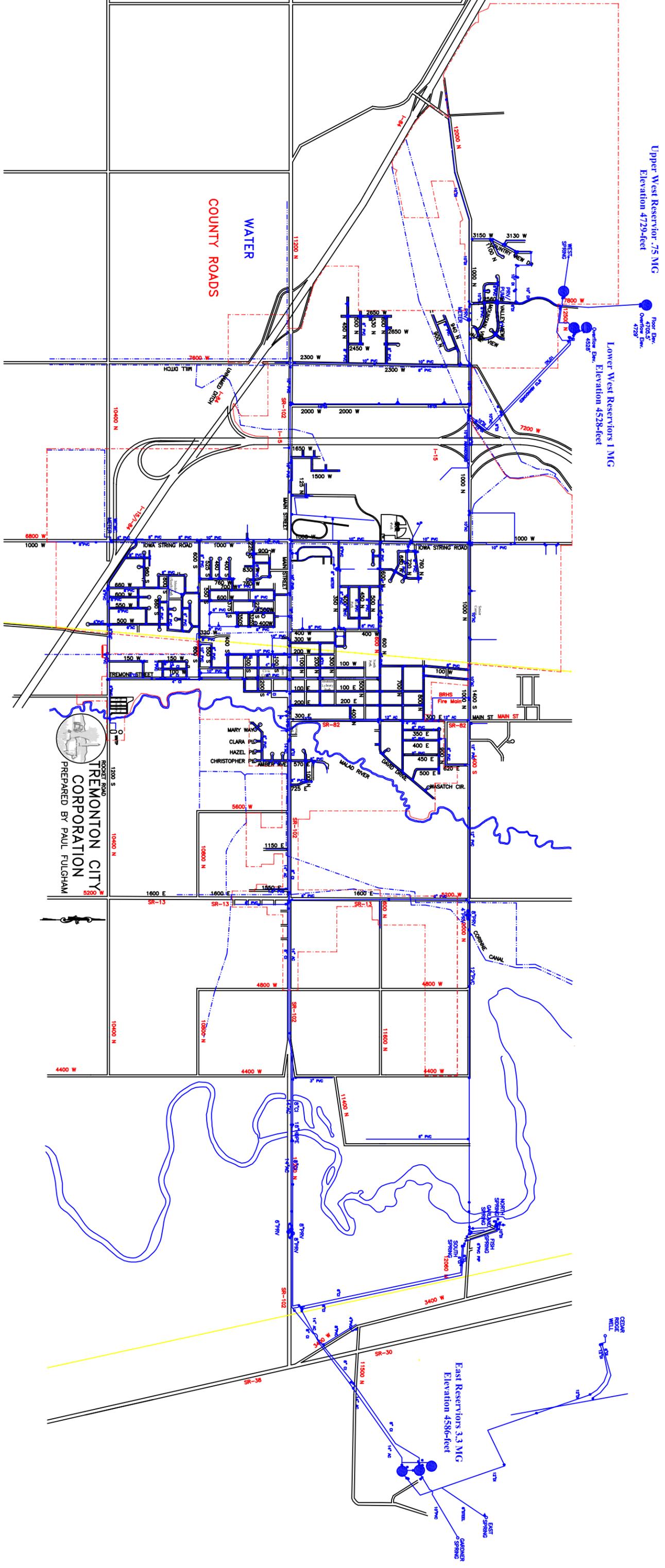
**LEGEND**  
 --- CURRENT CITY BOUNDARY  
 - - - FUTURE ANNEXATION BOUNDARY

- LEGEND**
- RR-1 RURAL RESIDENTIAL DISTRICT
  - RR-20 RESIDENTIAL DISTRICT
  - RR-12 RESIDENTIAL DISTRICT
  - RR-10 RESIDENTIAL DISTRICT
  - RR-6 RESIDENTIAL DISTRICT - PARK WOODS
  - RR-8 MULTIPLE RESIDENTIAL DISTRICT
  - RR-16 MULTIPLE RESIDENTIAL DISTRICT
- CH NEIGHBORHOOD COMMERCIAL DISTRICT
  - CG HIGHWAY COMMERCIAL DISTRICT
  - GC GENERAL COMMERCIAL DISTRICT
  - MD MANUFACTURING - DISTRIBUTION DISTRICT
  - CD CENTRAL DEVELOPING DISTRICT
  - SA SENSITIVE AREA DISTRICT (DISTRIBUTION/ MANUFACTURING - DISTRICT)
  - MD-B BUSINESS PARK DISTRICT
- MU MIXED USE
  - CHURCH
  - PUBLIC FACILITIES
  - PUBLIC PARKS
  - TC-MU TREMONT CENTER-MIXED USE

- COUNTRY VIEW ESTATES**
- 1. HIGH DENSITY 67.9 AC.
  - 2. MODERATE DENSITY 142.8 AC.
  - 3. LOW DENSITY 418.71 AC.
  - 4. VERY LOW DENSITY 115.96 AC.
  - 5. PARK/OPEN SPACE 57.56 AC.
  - 6. TRANSITION 53.07 AC.



**TREMONTON CITY CORPORATION**  
**ZONING MAP**  
 JANUARY 2018



Upper West Reservoir: 75 MG  
Elevation 4729-feet

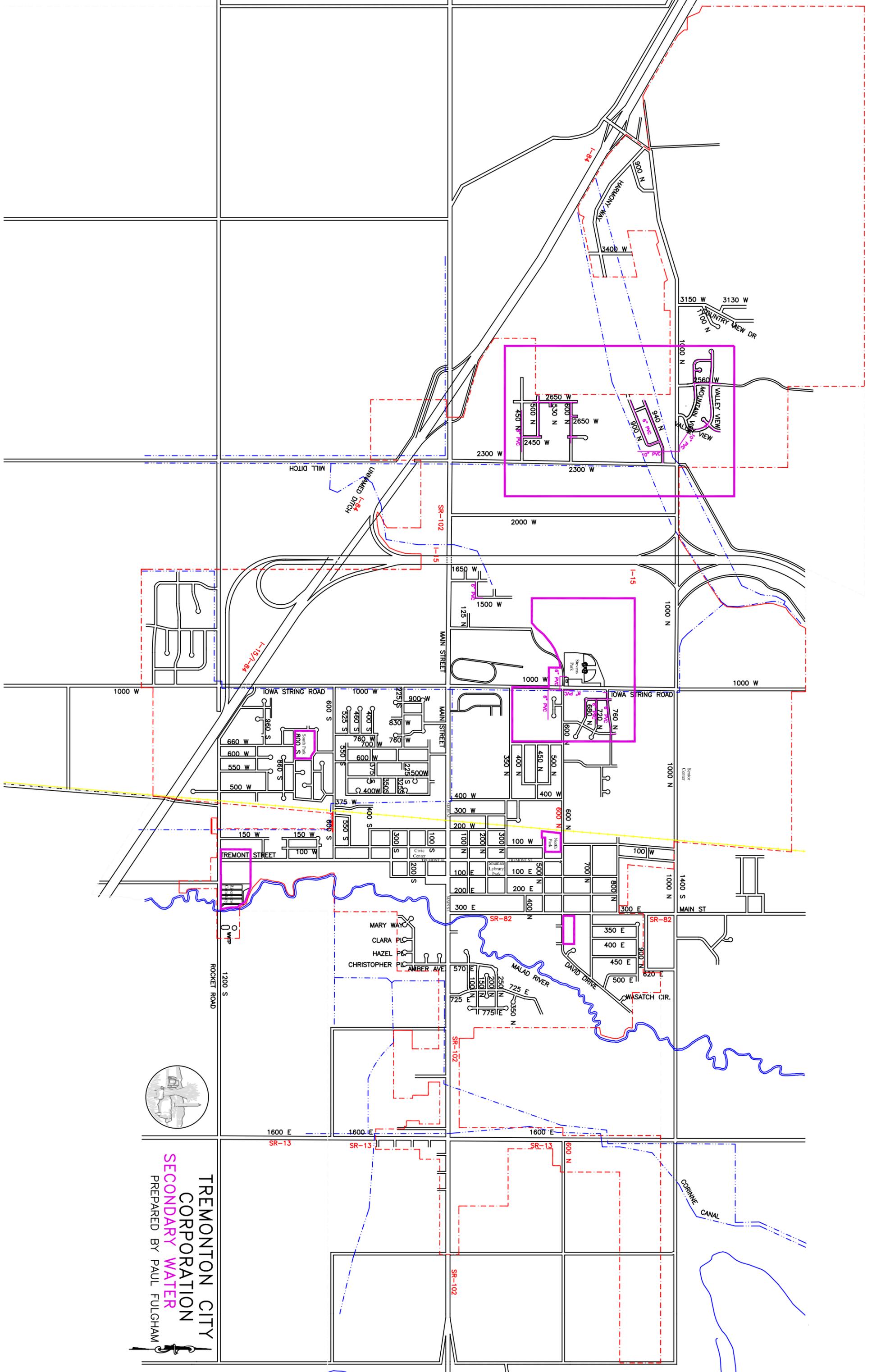
Lower West Reservoirs 1 MG  
Elevation 4528-feet

East Reservoirs 3.3 MG  
Elevation 4586-feet

WATER  
COUNTY ROADS

ROBERT ROAD  
**TREMONTON CITY**  
CORPORATION  
PREPARED BY PAUL FULGHAM





**TREMONTON CITY**  
**CORPORATION**  
**SECONDARY WATER**  
 PREPARED BY PAUL FULGHAM

# Lawn Watering Guide

Lawn watering uses nearly half of the water around homes. Most of us tend to water too often and leave the sprinklers on too long.

Turf studies have shown that most lawns only need to be watered one every 3 or 4 days to stay healthy and green. Watering every day creates shallow roots. Watering infrequently develops deep roots and healthier turf. Grass roots grow deeper into the soil and become stronger with less watering. If grass does not spring back after being stepped on it's time to water. Water only when needed.

Use the watering schedule as a guide. Your lawn may need more water when it's extra hot or less when it's cool. Water less when it rains. Avoid watering on windy days or midday when the evaporation level is the highest. Try to water during the early morning hours. Proper lawn watering can save a lot of water - and that save you money. For more information on water conservation call (801) 538-7299.

## Determine you lawn-watering needs.

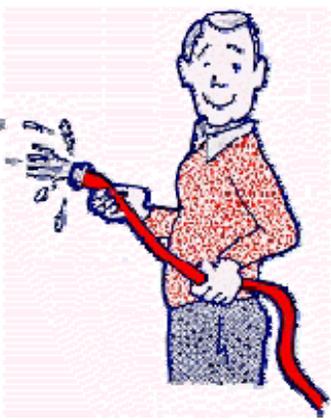
1. Set 3 or more flat bottom cans or coffee mugs at various places on your lawn at least 4 feet from the sprinkler head.
2. Turn on your sprinkler(s) for 15 minutes.
3. Measure the depth of water in each can with a ruler and determine the average water depth in the cans.
4. Match your sprinkler output with the table below. Then water the number of minutes indicated.
  - o **For Example:** If your system puts out only 1/8 of an inch of water in 15 minutes you need to leave your sprinklers running for 52 minutes every four days to apply adequate water (this is for Spring). If your system is putting out 1 inch of water in 15 minutes then you need to leave your system running for 6 minutes every four days (for Spring)

Water Depth in Cans		1/8	3/16	1/4	5/16	3/8	1/2	5/8	3/4	1
S e a s o n	<b>Spring</b> (Water every 4 days)	Watering Time In Minutes								
		52	34	26	20	17	13	10	9	6
	<b>Summer</b> (Water every 3 days)	104	69	52	41	35	26	21	17	13
	<b>Fall</b> (Water every 3 days)	69	51	39	31	26	19	15	13	10

- Water through October 15 and again November 1st for winter.

Note: If water begins to run off; stop and let it soak in a few minutes, then continue for the recommended time.

St George / Dixie Area - Add 10 minutes to watering times above.



# UTAH'S WATER SUPPLY

---

Utah is the nation's second-driest state with 13 inches of average annual precipitation.

## HOW MUCH:

	Million Acre- Feet/Year
Water can be stored in Utah's surface reservoirs?	7.5
Water do Utahns use annually?	6.0

## WHAT PERCENTAGE OF UTAH'S WATER IS USED FOR:

Agriculture and Irrigation?	87.3%
Public and Domestic?	9.2%
Commercial and Industries?	3.5%

## HOW MUCH WATER DO WE USE?

	Gallons per Day
Taking a bath or shower (per 5 minutes)	15-30
Washing dishes	15-60
Washing clothes	30
Cooking	10
Drinking	1/2
Toilets (per flush)	4-7
Washing the car	100
Water lawn and yard	180
Dripping faucet (1 drop per second)	4

## WATER VOLUME OF SOME UTAH LAKES AND RESERVOIRS:

	Normal Capacity (Acre-Feet)
Bear Lake	1,420,000
Utah Lake	850,000
Great Salt Lake (elv. 4200)	15,370,140
Strawberry	1,107,000
Flaming Gorge	3,789,000
Lake Powell	28,000,000





Jordanelle

320,000

## Water Facts

There are approximately 326,000,000 cubic miles of water on earth, covering 70 percent of the earth's surface.

### WHAT PERCENTAGE IS:

Oceans	97.24%
Polar ice, glacier	2.15%
Groundwater	0.61%
Lakes	0.017%
Soil	0.005%
Atmosphere	0.0001%
Rivers	0.00001%

### HOW MUCH WATER DOES IT TAKE TO PRODUCE ONE SERVING OF:



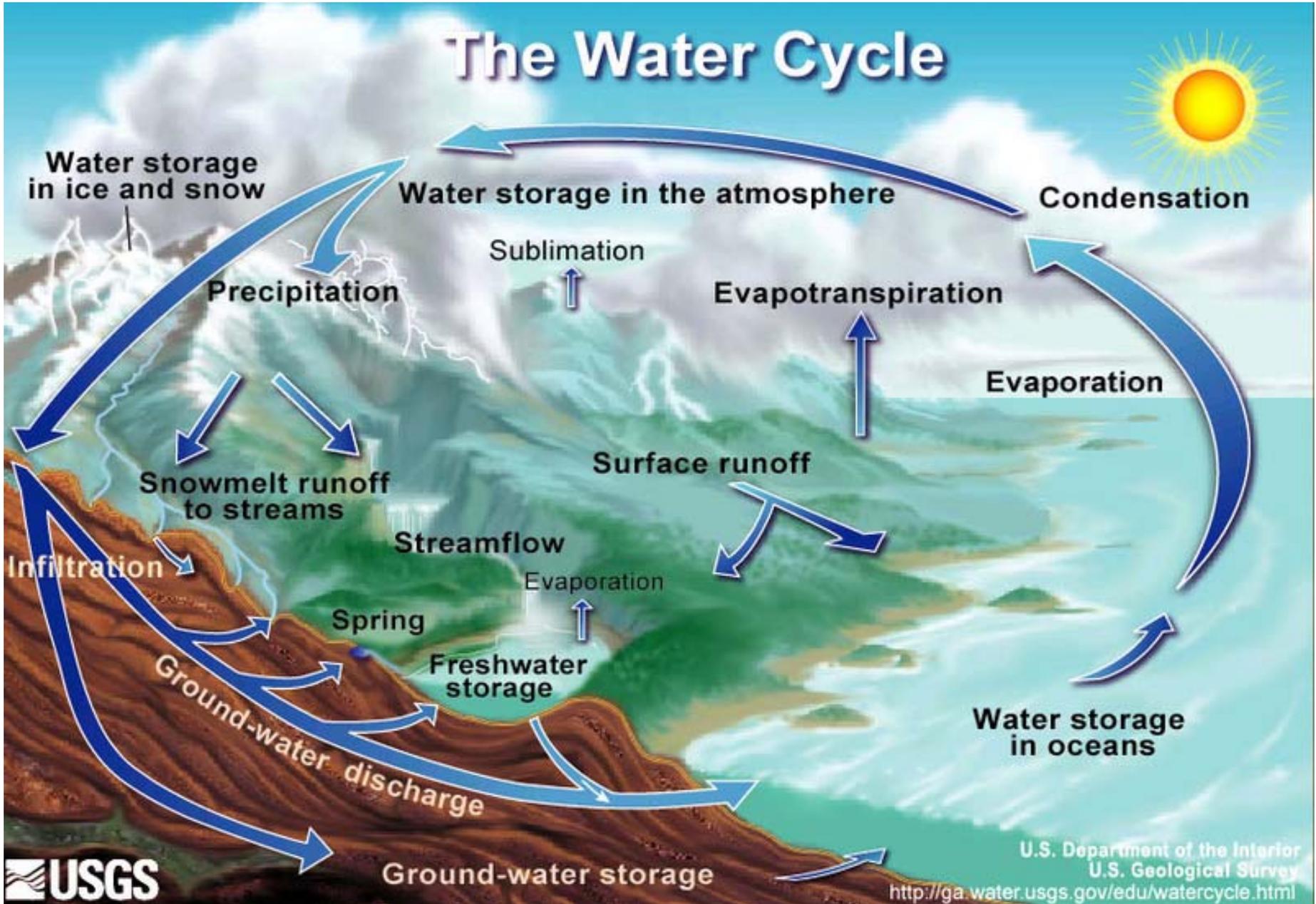
	<u>GALLONS</u>
Corn	61
Lettuce	6
Apples	16
Tomatoes	3
Oranges	22
Watermelon	100
Potatoes	6.5
Wheatbread	15
Milk	65
Cola soft drink	10
Steak	2,607
Pork	408
Chicken	408
Eggs (2)	136
Typical breakfast	209
Typical lunch	1,427
Typical dinner	2,897



### ACRE-FOOT

One acre-foot equals approximately 326,000 gallons, enough to fill a football field to a depth of one foot or to supply the water needs of an average family of five for a year.

# The Water Cycle



**Percolation:**

Percolation is the movement and filtering of water or other liquids through porous material or soil.

**Capillary Action:**

Capillary action is the flow or movement of water or other liquids through the material or soil caused by wicking or absorption.

**Precipitation:**

Precipitation is the condensation of atmospheric water vapor. The water vapor is pulled to the earth's surface due to gravity. Precipitation comes in the forms of rain, sleet, hail or snow.

**Evaporation:**

Evaporation is the vaporization of water or other liquids, that occurs only on the surface of a liquid.

**Transpiration:**

Transpiration is a process similar to evaporation. It is the loss of water from parts of plants, especially leaves but also from stems, flowers, and roots.

# The Water Conservation Checklist

Try this checklist to see where you stand and what you can do to help.

## Check your toilet for leaks

A leak in your toilet may be wasting more than 100 gallons of water a day. To check, put a little food coloring in your toilet tank. If, without flushing, the coloring begins to appear in the bowl, you have a leak. Adjust or replace the flush valve or call a plumber.

## Stop using your toilet as an ashtray or wastebasket.

Every time you flush a cigarette butt, facial tissue or other small bit of trash down the toilet, you waste five to seven gallons of water.

## Put two plastic bottles in your toilet tank.

Your toilet can flush just as efficiently with less water than it now uses. To cut down water waste, put an inch or two of sand or pebbles in each of two plastic quart bottles to weigh them down. Fill them with water replace the lid and put them in your toilet tank, safely away from the operating mechanisms. Better yet, replace your old toilet with a new low-flow toilet. They are readily available in a variety of styles and colors. Opt for the reliable brand names.

## Take shorter showers.

Long hot showers waste five to ten gallons of water every unneeded minute. Limit your showers to the time it takes to soap up, wash down and rinse off.

## Install water-saving shower heads or flow restrictors.

Most shower heads put out five to ten gallons of water a minute, while three gallons is actually enough for a refreshing cleansing shower. Your local hardware or plumbing supply store stocks inexpensive water-saving shower heads that you can install yourself. For even less money, you can purchase a small plastic insert that will limit flow through your present shower head.

## Turn off the water after you wet your toothbrush.

After you have wet your toothbrush and filled a glass for rinsing your mouth, there is no need to keep water pouring down the drain.

## Rinse your razor in the sink.

Before shaving, partially fill your sink with a few inches of warm water. This will rinse your blade just as efficiently as running water, and far less wastefully.

**Check faucets and pipes for leaks.**

Even the smallest drip from a worn washer can waste 50 or more gallons of water a day. Larger leaks can waste hundreds.

**Use your automatic dishwasher only for full loads.**

Every time you run your dishwasher, you use about 25 gallons of water.

**If you wash dishes by hand, don't leave the water running for rinsing.**

If you have two sinks, fill one with soapy water and one with rinse water. If you have but one sink, gather all the washed dishes in the dish rack and rinse them with an inexpensive spray device.

**Don't let the faucet run while you clean vegetables.**

You can serve the same purpose by putting a stopper in the sink and filling the sink with clean water.

**Keep a bottle of drinking water in the refrigerator.**

This ends the wasteful practice of running tap water to cool it off for drinking.

**Use your automatic washing machine only for full loads.**

Your automatic washer uses 30 to 35 gallons of water in a cycle. That's a lot of water for three T-shirts.

**Plant drought-resistant trees and plants.**

There are many beautiful trees and plants that thrive in Utah with far less watering than other species.

**Put a layer of mulch around trees and plants.**

A layer of mulch will slow the evaporation of moisture.

**Use a broom to clean driveways, sidewalks and steps.**

Using a hose to push around a few leaves and scraps of paper can waste hundreds and hundreds of gallons of water.

**Don't run the hose while washing your car.**

Soap down your car with a pail of soapy water. Then use a hose just to rinse it off.

**Teach your children that your hose and sprinklers are not toys.**

There are a few things more cheerful than the sound of happy children playing under a hose or sprinkler on a hot day. Unfortunately, there are also few things more wasteful of precious water.

**Water your lawn only when it needs it.**

Watering frequently can be very wasteful as it doesn't allow for cool spells or rainfall that can reduce the need for watering. A good way to see if your lawn needs watering is to step on some grass. If the grass springs back up when you move, it doesn't need water.

**Deep-soak your lawn.**

When you do water your lawn, does it just long enough for water to seep down to the roots where it won't evaporate quickly and where it will do the most good. A light sprinkling which sits on the surface, will simply evaporate and be wasted. A slow steady fall of water is the best way to irrigate your lawn.

**Water during the cool parts of the day.**

Early morning is better than dusk since it helps prevent the growth of fungus.

**Don't water the gutter.**

Position your sprinklers in such a way that water lands on your lawn or garden, not on concrete, where it does no good. Avoid watering on windy days when much of your water may be carried off before it ever hits the ground.

**Check for leaks in pipes, hoses, faucets and couplings.**

Leaks outside the house may not seem as unbearable since they don't mess up the floor or drive you crazy at night. But they can be just as wasteful as leaks in the line from the water meter, even more wasteful.

### **Your Score**

If you've checked:

- 19-23 boxes you're doing an excellent job saving water, energy and protecting our environment.
- 12-18 means you're doing a good job, but there's room for improvement.
- Less than 12 means you need to change your habits.

**TREMONTON CITY  
CITY COUNCIL MEETING  
DECEMBER 1, 2015**

<b>TITLE:</b>	Consider allowing the Police Department to establish an Officer Part-time in the three Tremonton area Schools
<b>FISCAL IMPACT:</b>	Minimal
<b>PRESENTER:</b>	Chief Dave Nance

**Prepared By:**

Dave Nance  
Police Chief

**RECOMMENDATION:**

**Recommended Motion:**

I move that the City Council agree to allow our School Resource Officer to spend up to an additional seven (7) hours per week working exclusively with the staff and students at Harris Intermediate, McKinley Elementary and North Park Elementary Schools.

**Recommended Actions:**

With the Council's approval of the aforementioned motion, the following actions will take place:

The Police Department's School Resource Officer(s) would spend an additional seven (7) hours per week between the three (3) Tremonton area Schools (Harris Intermediate, McKinley Elementary and North Park Elementary Schools). The SRO responsibilities would consist of working with At-Risk students, Problem students, providing instruction to staff and students on various public safety topics, improving a working relationship and rapport with staff and students, and address safety concerns.

The School District would provide reimbursement to Tremonton City for the Officers extra time. The School District would pay approximately \$6000 per year or \$166.00 per school week. This amount would cover the majority of the SRO's wage. About \$5.00 per hour of the Officer's hourly time plus ½ rate would be covered by the City.

**BACKGROUND:**

School safety is a top priority for Tremonton Police Department. We approached the School District several months ago about the possibility of having our SRO spend more time in the Schools to improve Student/Officer rapport and overall School safety. The increase of crime and security issues in Schools nationwide has shown the need for the increased focus on our Schools. Numerous benefits have been realized by having more Officer presence in the Schools.

Our initial proposal was to have an Officer spend 20 hours per week in the Schools and to have the School District reimburse 50% of the Officers wage. Because of budget restrictions we have settled on evaluating the project at the proposed seven (7) hour time and reimbursement schedule.

**Attachments:**

None

**TREMONTON CITY  
CITY COUNCIL MEETING  
December 1, 2015**

<b>TITLE:</b>	Discussion and consideration of adopting Resolution No. 15-49 repealing Resolution No. 15-10 and amending a template subdivision development agreement
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER:</b>	Shawn Warnke, City Manager or Steve Bench, Zoning Administrator

**Prepared By:**

Steve Bench

**RECOMMENDATION:**

I move that the City Council approves Resolution No. 15-49 repealing Resolution No. 15-10 and amending a template subdivision development agreement.

**BACKGROUND:**

Dustin Ericson City Attorney is recommending that the template development agreement include some additional language regarding all Developers who sign the agreement are responsible for the completion of the development improvements. (see the underlined text in the attached agreement). The remainder of the template agreement is proposed to remain the same.

**Attachments:** Proposed resolution and agreement

## **RESOLUTION NO. 15-49**

### **A RESOLUTION REPEALING RESOLUTION NO. 15-10 AND APPROVING AN AMENDED TEMPLATE SUBDIVISION DEVELOPMENT AGREEMENT**

**WHEREAS**, Utah Code Annotated §10-9a-102 (2) allows municipalities to enact ordinances, resolutions, and rules and enter into other forms of land use controls and *development agreements* that they consider necessary or appropriate for the use and development of land within the municipality”; and,

**WHEREAS**, Utah Code Annotated §10-9a-102 (2) further states that municipalities may enact *development agreements* that they consider necessary or appropriate to govern the following: uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses, and the balance of the foregoing purposes with a landowner's private property interests; and

**WHEREAS**, Title II, Section 2.04.045 of the Tremonton City Land Use Code requires that “No final subdivision plat shall be recorded until, the developer of the subdivision has tendered the bond required by Chapter 2.05 of this Title and entered into a Development Agreement with the City in which the developer agrees to: install the improvements as required by this Title and other applicable Titles; and to indemnify and hold the City harmless from any claims, suits or judgments arising from the condition of the property dedicated to the City, from the time that the property is dedicated to the City to the time when the improvements on the dedicated property are finally accepted by the City (including the passage of the warranty period); and the owner(s) of the subdivision has given written permission to the City or it’s representatives to enter upon the property included within the Final Plat to complete any subdivision improvements required by this Title in the event that the owner/developer fails to satisfactorily complete such improvements in the time allowed by this Title; and other requirements associated with the approval of the Final Plat. The Development Agreement shall be recorded with the Final Plat.”; and

**WHEREAS**, in 2010 City staff drafted the first template Subdivision Development Agreement, which staff used to comply with the City’s aforementioned ordinance, which was adopted with Resolution No. 10-12; and

**WHEREAS**, from time to time it becomes necessary to refine the Subdivision Development Agreement so that the agreement stays current; and

**WHEREAS**, the City Council has adopted different iterations of the template Subdivision Development Agreement, which were adopted by Resolution No. 14-04, Resolution No. 10-12, Resolution No. 15-06, and Resolution No. 15-10 all of them replacing the former with a refined version of the agreement; and

**WHEREAS**, City Attorney, Dustin Ericson, recommended that the template development

agreement include additional language regarding all Developers who sign the agreement being responsible for the completion of the development improvements; and

**WHEREAS**, it is proposed that the City Council adopt Resolution No. 15-49 which repeals Resolution No. 15-10 and replaces the template Subdivision Development Agreement with a furthered refined agreement.

**NOW, THEREFORE**, pursuant to Title II, Section 2.04.045 of the Tremonton City Land Use Code and Utah Code Annotated §10-9a-102 (2), the City Council of Tremonton, Utah, hereby resolves to adopt the template Subdivision Development Agreement contained in Exhibit A.

This Resolution shall become effective upon adoption and passage by the City Council.

**ADOPTED AND PASSED** by the City Council of the City of Tremonton, Utah, this 1<sup>st</sup> day of December, 2015.

TREMONTON CITY CORPORATION

By \_\_\_\_\_  
Roger Fridal, Mayor

ATTEST:

\_\_\_\_\_  
Darlene Hess, City Recorder

(city seal)

**Exhibit “A” - Template Development Agreement**

**(To insert the exact name of the subdivision as it appears on the recorded plat)**  
**SUBDIVISION DEVELOPMENT AGREEMENT**

THIS AGREEMENT, is made and entered into this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the “City”) and \_\_\_\_\_, (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:

**Input Legal Description of the subdivision**

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 “U.C.A.”) § 10-9a-103(8), but be not limited to, the following: any change in the use of land that creates additional demand and need 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 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 U.C.A. § 10-9a-603, the City may then require the Developer to comply with the approved standards and specifications of the City at the time of resubmission.

After two (2) years from the date of approval of the 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. Joint and Several Liability.** If multiple Developers are involved, all developers shall be jointly and severally liable for the timely completion of the required improvements.

**D. 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 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.

**E. 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.

**F. 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 and other approved documents pertaining to this Development on file with the City.

**G. 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.

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

I. **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.).

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

K. **City Ownership Rights.** The Developer acknowledges and agrees that the City, as the owner of any adjacent property (the "City Property") on which off-site improvements may

be constructed, or that may be damaged by the Developer's activities hereunder, expressly retains (and does not by this Development Agreement waive) its rights as property owner. The City's rights as owner may include without limitation those rights associated with the protection of the City Property from damage, and/or the enforcement of restrictions, limitations and requirements associated with activities on the City Property by the Developer as an easement recipient.

L. **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 and pursuant to the statutory requirements codified by Utah State and Tremonton City Codes. Furthermore, following execution of the Agreement, Developer's right to develop and construct in accordance with the statutory requirements at the time of execution of the Agreement shall be deemed vested.

## **SECTION 2. SPECIAL CONDITIONS**

A. **Water Lines.**

1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein

B. **Sewer Lines.**

1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein

C. **Storm Drainage Facilities, Lines, and Appurtenances.**

1. Chris and Paul to decide if there is any applicable requirements that need to be listed herein

D. **Streets.**

1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein

E. **Natural Resources.**

1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein

F. **Ground Water, Subdrains and Water Rights.**

1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein

G. **Hazards and Emergency Access.**

1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein

- H. **Footing and Foundation Permits.**
  - 1. Building Official and City Engineer to decide if there is any applicable requirements that need to be listed herein contained in the submitted Soils Report
- I. **Development Construction Permit.**
  - 1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein
- J. **Maintenance and Repair Guarantees**
  - 1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein
- K. **Fee In Lieu Payments for Chip Seal and Fog Coat.**
  - 1. That the Developer make a fee in lieu for payment in the amount of \$XXXX for chip seal and fog coat prior to recording the subdivision plat.
- L. **Streetlights.**
  - 1. Planning and Zoning Administrator to decide if there is any applicable requirements that need to be listed herein
- M. **Secondary Water.**
  - 1. City Engineer and Public Works Director to decide if there is any applicable requirements that need to be listed herein

### **SECTION 3. MISCELLANOUS**

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, OSHA, 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 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. 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, as such improvements or obligations may be shown on the Final Plat, or any documents executed in the future that are required by the City for the approval of an amendment to the Final Plat or the Agreement, and the City may place liens on vacant lots still owned by the Developer and or withhold such building permits and certificates of occupancy as it deems necessary to ensure performance in accordance with the terms of the Agreement.

**E. 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.

**F. 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.

**G. 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.

**H. 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.

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

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

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

K. **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.

L. **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.

M. **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: Ericson & Shaw, LLP  
1047 South 100 West, Suite 190  
Logan, UT 84321

If to the Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **“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.

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

U. **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.

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

W. **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.

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

THE CITY OF TREMONTON, UTAH

By: \_\_\_\_\_  
**Mayor, Tremonton City**

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO CONTENT:

\_\_\_\_\_  
City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DEVELOPER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

OWNER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Developer/Owner Acknowledgment

State of Utah )

§

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me \_\_\_\_\_,  
a notary public, personally appeared \_\_\_\_\_,  
and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to  
this instrument, and acknowledge executing the same.

\_\_\_\_\_  
Notary Public

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

#### REPAIR GUARANTEE:

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

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

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

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

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

EXHIBIT "C" PLAT MAP

**RESOLUTION NO. 15-50**

**A RESOLUTION REPEALING RESOLUTION NO. 15-33 AND ACCEPTING A PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY UNDER THE PROVISIONS OF SECTIONS 10-2-403 AND 10-2-405, UTAH CODE ANNOTATED, 1953, AS AMENDED.**

**WHEREAS**, on November 17, 2015, the owners of certain real property, Tremont Place LLC, Joshua John Canfield, and Thomas Investments Limited Partnership, petitioners, filed a petition with the City Recorder of Tremonton City, Box Elder County, State of Utah requesting that such property be annexed to the corporate boundaries of Tremonton City; and

**WHEREAS**, the previous petition filed with the City Recorder on August 26, 2015 which the City Council accepted by approving Resolution No. 15-33 failed to include Thomas Investments Limited Partnership as a owner of certain real property; and

**WHEREAS**, said petition contains the signatures of the owners of private real property that is either: 1) located within the area proposed for annexation; 2) covers a majority of the private land area within the area proposed for annexation; 3) covers 100% of rural real property within the area proposed for annexation; and 4) is equal in value to at least one-third of the value of all private real property within the area proposed for annexation; and

**WHEREAS**, the petitioners certify that said property proposed for annexation lies contiguous to the present boundaries of Tremonton City and the petitioners have caused an accurate plat or map of the real property proposed for annexation to be prepared by a licensed surveyor and have filed said plat or map with the City Recorder; and

**WHEREAS**, said petition appears to comply with all of the requirements of Section 10-2-402 and 403, Utah Code Annotated, 1953, as amended.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Tremonton City, Box Elder County, State of Utah, that the Tremonton City Council repeals Resolution No. 15-33 and that the Annexation Petition, attached hereto as Exhibit "A" is hereby accepted for further consideration under the provisions of Utah State Annexation Law and is hereby referred to the City Recorder for review pursuant to Section 10-2-405(2), Utah State Code Annotated, 1953, as amended.

**BE IT FURTHER RESOLVED** that this resolution shall become effective upon adoption.

ADOPTED AND PASSED by the City Council this 1<sup>st</sup> day of December 2015.

TREMONTON CITY  
A Utah Municipal Corporation

By \_\_\_\_\_  
Roger Fridal, Mayor

ATTEST:

\_\_\_\_\_  
Darlene S. Hess, City Recorder

EXHIBIT "A"

# *Petition for Annexation*

We the undersigned owners of certain real property lying contiguous to the present municipal limits of Tremonton City hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (U.C.A.);
2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Tremonton City and the annexation thereof will not leave or create an unincorporated island or peninsula;
3. That the signatures affixed hereto are those of the owners of private real property that:
  - a. is located within the area proposed for annexation;
  - b. covers a majority of the private land area within the area proposed for annexation according to Subsection (3)(b)(i)(B)(II);
  - c. Covers 100% of the private land area within the area proposed for annexation, if the area is within:
    - A) An agriculture protection area created under Title 17, chapter 41, Agriculture and Industrial Protection Area; or
    - B) a migratory bird production area created under Title 23, Chapter 28, Migratory Bird Production Area (after July 1, 2010);
    - C) is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; or
    - (i) if all the real property within the area proposed for annexation is owned by a public entity other than the federal government, the owner of all the publicly owned real property;
    - (ii) if the petition proposes the annexation of an area located within a township, explain that if the annexation petition is granted, the area will also be withdrawn from the township;
4. Is described as follows:

The property subject of this petition lies contiguous to the present boundary of Tremonton City's corporate limits (describe approximate location)

Parcel Numbers 05-186-0009, 05-186-0001, 05-186-0049

more specifically described as

follows:

A PART OF THE SOUTHEAST QUARTER OF SECTION 10, T 11 N, R 3 W, SLB&M described as follows:

Beginning on the east right-of-way line of railroad property and south line of 1200 south street at a point 95.15 feet N 87°26'11" E along the section line (Basis of Bearing) and 33.19 feet S 03°36'48" W from the south quarter corner of Section 10, Township 11 North, Range 3 West, SLB&M, and running thence N 03°36'48" E 2701.84 feet along Tremonton City corporate limit line and said east right-of-way line; thence N 87°46'13" E 438.99 feet along corporate limit line to a point on the extension of the west line of Melody Park Subdivision; thence S 00°49'56" E 1297.31 feet continuing along existing corporate limit line which is also along said extension of the west line of said Melody Park Subdivision; thence S 01°09'57" E 1321.28 feet continuing along the corporate limit line and west line of Tremont Place LLC, (Tax Parcel No. 05-186-0048) and west line of Tremont Place Subdivision to the north line of 1200 south street; thence S 02°33'49" E 59.50 feet to corporate limit line; thence S 87°26'11" W 285.00 feet along said corporate limit line; thence S 02°33'49" E 6.50 feet along corporate limit line to the south line of said 1200 south street; thence S 87°26'11" W 373.27 feet to the point of beginning.

Containing 33.61 acres.

5. That up to five of the signers of this petition have been designated as sponsors, one of whom is designated as the "Contact Sponsor", with the mailing address of each sponsor being indicated.
6. That this petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;
7. That this petition does not propose annexation of an area that includes some or all of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125 U.C.A. if:
- the request for petition was filed before the filing of the annexation petition; and
  - the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;
8. If practicable and feasible, the boundaries of an area proposed for annexation shall be drawn:
- along the boundaries of existing local districts and special service districts for sewer, water and other services, along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities;
  - to eliminate islands and peninsulas of territory that is not receiving municipal-type services;
  - to facilitate the consolidation of overlapping functions of local government;
  - to promote the efficient delivery of services; and
  - to encourage the equitable distribution of community resources and obligations.
9. On the date of filing, the petition sponsors shall deliver or mail a copy of the petition to:
- the clerk of the county in which the area proposed for annexation is located; and
  - if any of the area proposed for annexation is within a township:
    - the legislative body of the county in which the township is located; and
    - the chair of the township planning commission.
10. That the petitioners have caused an accurate plat map and five (5) copies of the above-described property to be prepared by a licensed surveyor, which plat or map is filed herewith
11. That the property  (does or does not) have any improvements whatsoever on it; and
12. That the petitioners request the property, if annexed, be zoned
13. For tax purposes, address of property owners within the annexation will be given to the various utilities.

WHEREFORE, THE Petitioners hereby request that this petition be considered by the governing body at its next regular meeting, or as soon thereafter as possible; that a resolution be adopted as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

DATED 17th Day of November, 2015

PETITIONER(S) (name(s) and signature as it/they appear(s) on county tax rolls):

ADDRESS/TELEPHONE NO.

CS: [Signature]  
Manager for Tremont Place LLC  
 S: [Signature]

12 W 100 N  
 Tremonton, UT 84337  
 435-230-0585  
 871 W. Main, Tremonton, UT 84337  
 435-279-0217

S: \_\_\_\_\_  
 S: \_\_\_\_\_

CS - Contact Sponsor      S - Sponsor

(Attach additional sheets if necessary)

RECORD OWNER	NO. OF ACRES	ASSESSED VALUE	BOX NUMBER	TAX NO.
Tremont Place LLC	16.000	\$160,000.00		05-186-0001
Joshua John Canfield	11.570	\$115,700.00		05-186-0009
Thomas Investments Limited Partnership	.110	\$ 1,000.00		05-186-0049

**PLAT OF ADDITION TO  
THE CORPORATE LIMITS OF TREMONTON CITY,  
BOX ELDER COUNTY, UTAH  
A PART OF THE SE 1/4 SECTION 10, T 11 N, R 3 W, S.L.B.&M.**



**LEGEND**

- Section Corner Monument of Record
- Quarter Section Monument of Record
- Existing Fence Line
- Existing Drainage Ditch Line
- Existing Edge Canal
- Street or Railroad Right-of-Way
- Corporate Limit Line
- Power Pole

**SURVEYOR'S CERTIFICATE**

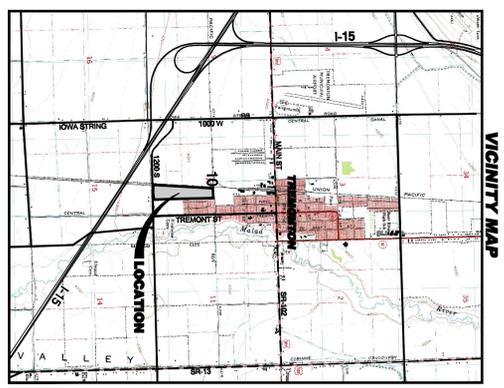
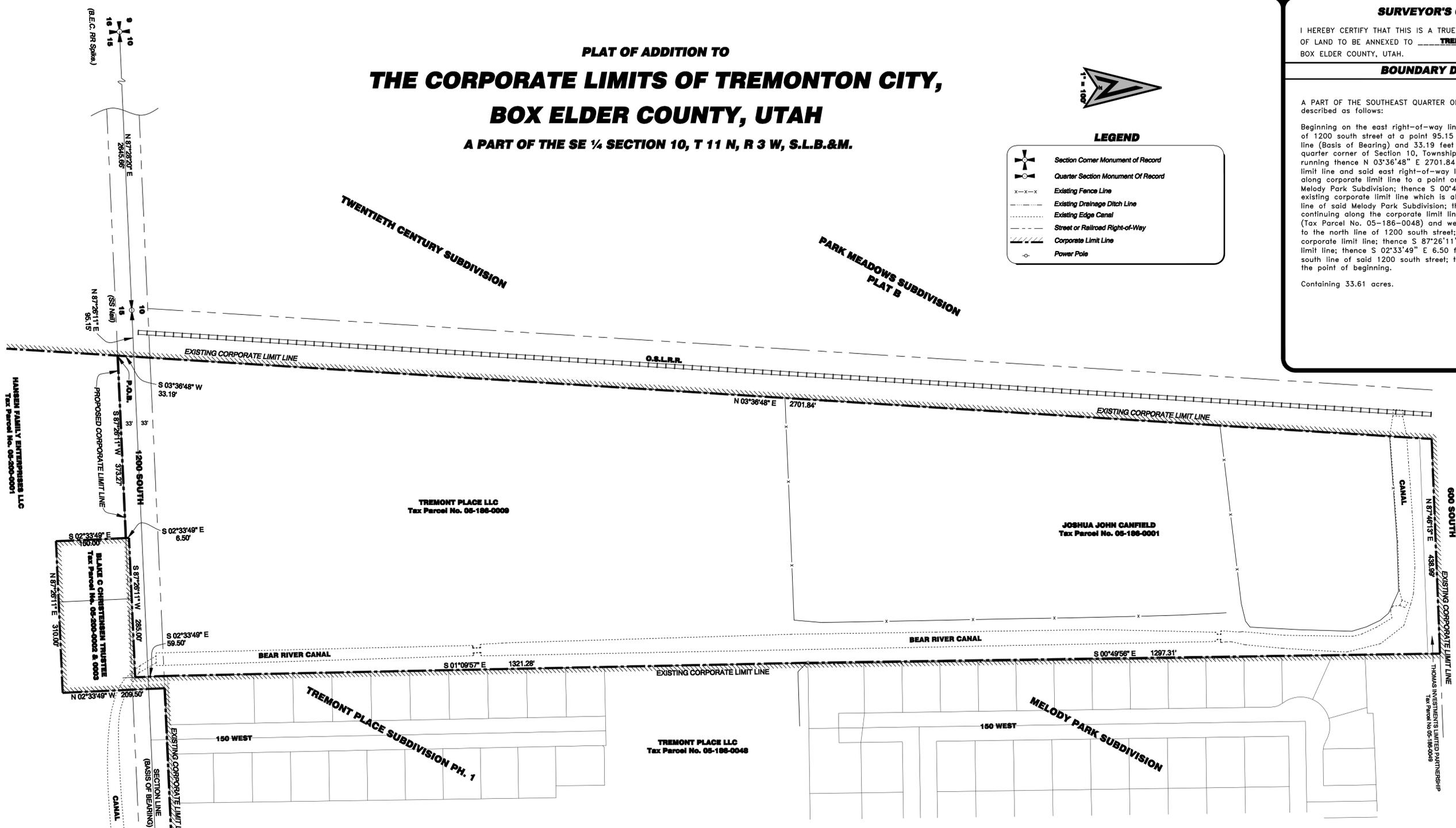
I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO TREMONTON CITY CORPORATION, BOX ELDER COUNTY, UTAH.

**BOUNDARY DESCRIPTION**

A PART OF THE SOUTHEAST QUARTER OF SECTION 10, T 11 N, R 3 W, SLB&M described as follows:

Beginning on the east right-of-way line of railroad property and south line of 1200 south street at a point 95.15 feet N 87°26'11" E along the section line (Basis of Bearing) and 33.19 feet S 03°36'48" W from the south quarter corner of Section 10, Township 11 North, Range 3 West, SLB&M, and running thence N 03°36'48" E 2701.84 feet along Tremonton City corporate limit line and said east right-of-way line; thence N 87°46'13" E 438.99 feet along corporate limit line to a point on the extension of the west line of Melody Park Subdivision; thence S 00°49'56" E 1297.31 feet continuing along existing corporate limit line which is also along said extension of the west line of said Melody Park Subdivision; thence S 01°09'57" E 1321.28 feet continuing along the corporate limit line and west line of Tremont Place LLC, (Tax Parcel No. 05-186-0048) and west line of Tremont Place Subdivision to the north line of 1200 south street; thence S 02°33'49" E 59.50 feet to corporate limit line; thence S 87°26'11" W 285.00 feet along said corporate limit line; thence S 02°33'49" E 6.50 feet along corporate limit line to the south line of said 1200 south street; thence S 87°26'11" W 373.27 feet to the point of beginning.

Containing 33.61 acres.



**COUNTY SURVEYOR'S CERTIFICATE**

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THE COUNTY SURVEYOR'S OFFICE.

DATE \_\_\_\_\_ COUNTY SURVEYOR \_\_\_\_\_

---

**COUNTY RECORDER'S NO.** \_\_\_\_\_

STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND FILED AT THE REQUEST OF \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ FEE \_\_\_\_\_

ABSTRACTED \_\_\_\_\_

INDEX \_\_\_\_\_ COUNTY RECORDER \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

THIS IS TO CERTIFY THAT WE HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO \_\_\_\_\_ AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH, ALL IN ACCORDANCE WITH THE UTAH CODE UNANNOTATED 10-2-40 THRU 425 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID \_\_\_\_\_ WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_

MAYOR RECORDER

**ANNEXATION PLAT**

ADDITION TO THE CORPORATE LIMITS OF  
**TREMONTON CITY**  
BOX ELDER COUNTY

NO.	DATE	REVISION	DRAWN BY
1	04-27-15	PER 04-24-15 B.E.C. EMAIL: (GIS - REVIEW & ENG - MEMORANDUM)	DJ
2	04-29-15	PER 04-29-15 B.E.C. EMAIL: (GIS - REVIEW & ENG - MEMORANDUM)	DJ

SCALE: 1" = 100'  
DATE: 01-05-15

SHEET 1 OF 1 SHEETS  
JOB NUMBER 158E101

**JOHNSTON ENGINEERING R.C.**  
CIVIL • SURVEYING • STRUCTURAL  
844 EAST MAIN | TREMONTON, UT 84337 | 435.257.1156 | 435.257.1166

**TREMONTON CITY  
CITY COUNCIL MEETING  
01 DECEMBER 2015**

<b>TITLE:</b>	Holmgren Estates East Phase 4 Development Agreement
<b>FISCAL IMPACT:</b>	--
<b>PRESENTER:</b>	Steve Bench or Shawn Warnke

Prepared By:

Steve Bench

**RECOMMENDATION: I move the City Council approve a Development Agreement for Holmgren Estates East Phase 4**

**BACKGROUND: A 4 lot phase to Holmgren East Subdivision.**

**Attachments: Development Agreement**

**RESOLUTION NO. 15-51**

**A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING THE  
HOLMGREN ESTATES EAST, PHASE 4 SUBDIVISION DEVELOPMENT  
AGREEMENT**

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

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

**WHEREAS**, the Developer and City hereto have agreed that the development of the property will require municipal services from the City 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 Holmgren Estates East, Phase 4 Final Plat for recording with the Recorder's Office of Box Elder County, Utah; and

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

**NOW THEREFORE BE IT RESOLVED** by the Tremonton City Council that the Holmgren Estates East, Phase 4 Subdivision Development Agreement is approved as attached in Exhibit "A".

Adopted and passed by the governing body of Tremonton City Corporation this 1<sup>st</sup> day of December 2015.

TREMONTON CITY  
A Utah Municipal Corporation

By \_\_\_\_\_  
Roger Fridal, Mayor

ATTEST:

\_\_\_\_\_  
Darlene S. Hess, Recorder

**EXHIBIT "A"**

**HOLMGREN ESTATES EAST PHASE 4  
SUBDIVISION DEVELOPMENT AGREEMENT**

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and HOLMGREN PROPERTIES, 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:

A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 32, HOLMGREN ESTATES EAST PHASE 2 BEING A POINT LOCATED 1775.77 FEET NORTH 88°49'45" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 1297.44 FEET NORTH 00°00'00" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 2; RUNNING THENCE ALONG THE EAST BOUNDARY LINE OF SAID HOLMGREN ESTATES EAST PHASE 2 THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00°03'41" WEST 120.00 FEET; (2) NORTH 05°34'51" WEST 60.28 FEET; (3) NORTH 00°03'41" WEST 119.93 FEET; AND (4) NORTH 11°52'22" WEST 67.50 FEET TO THE NORTHEAST CORNER OF LOT ST OF SAID HOLMGREN ESTATES EAST PHASE 2; THENCE NORTH 65°55'18" EAST 75.49 FEET; THENCE NORTH 49°00'58" EAST 8.67 FEET; THENCE SOUTH 41°48'16" EAST 29.34 FEET; THENCE SOUTH 55°11'47" EAST 53.43 FEET; THENCE SOUTH 73°18'45" EAST 155.55 FEET; THENCE IN A SOUTHERLY DIRECTION TO THE LEFT OF A NON-TANGENT 220.00 FOOT CURVE, A DISTANCE OF 54.31 FEET, CHORD BEARS SOUTH 08°18'47" WEST 64.08 FEET, HAVING A CENTRAL ANGLE OF 16°44'56"; THENCE SOUTH 00°03'41" EAST 64.08 FEET; THENCE NORTH 89°56'19" EAST 10.50 FEET; THENCE SOUTH 00°03'41" EAST 60.00 FEET; THENCE SOUTH 89°56'19" WEST 10.50 FEET; THENCE SOUTH 00°03'41" EAST 120.00 FEET; THENCE SOUTH 89°56'19" WEST 260.42 FEET TO THE POINT OF BEGINNING. CONTAINING 2.177 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 "U.C.A.") § 10-9a-103(8), but be not limited to, the following: any change in the use of land that creates additional demand and need 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 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 U.C.A. § 10-9a-603, the City may then require the Developer to comply with the approved standards and specifications of the City at the time of resubmission.

After two (2) years from the date of approval of the 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. **Joint and Several Liability.** If multiple Developers are involved, all developers shall be jointly and severally liable for the timely completion of the required improvements.

D. **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 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.

E. **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.

F. **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 and other approved documents pertaining to this Development on file with the City.

G. **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.

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

I. **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.).

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

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

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

**L. 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 and pursuant to the statutory requirements codified by Utah State and Tremonton City Codes. Furthermore, following execution of the Agreement, Developer’s right to develop and construct in accordance with the statutory requirements at the time of execution of the Agreement shall be deemed vested.

## **SECTION 2. SPECIAL CONDITIONS**

- A. Storm Drainage Facilities, Lines, and Appurtenances.**
  - 1. Access through easements needs to be maintained for maintenance of storm drainage.
  
- B. Streets.**
  - 1. That Tremonton City will install all sidewalk for lots 60 and 61.
  
- C. Fee In Lieu Payments for Chip Seal and Fog Coat.**
  - 1. That the Developer make a fee in lieu for payment in the amount of \$1833.10 for chip seal and fog coat prior to recording the subdivision plat.

**D. Streetlights.**

1. That the Developer make a fee in lieu for payment in the amount of \$1500.00 for installation of street light(s) prior to recording the subdivision plat and the Developer install the appropriate conduit for the street light(s).

**SECTION 3. MISCELLANOUS**

**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, OSHA, 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 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. 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, as such improvements or obligations may be shown on the Final Plat, or any documents executed in the future that are required by the City for the approval of an amendment to the Final Plat or the Agreement, and the City may place liens on vacant lots still owned by the Developer and or withhold such

building permits and certificates of occupancy as it deems necessary to ensure performance in accordance with the terms of the Agreement.

E. **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.

F. **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.

G. **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.

H. **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.

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

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

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

**K. 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.

**L. 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.

**M. 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: Ericson & Shaw, LLP  
1047 South 100 West, Suite 190  
Logan, UT 84321

If to the Developer: Lyle Holmgren  
762 East David Drive  
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.

**N. 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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **"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.

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

U. **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.

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

W. **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.

X. **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.



Developer/Owner Acknowledgment

State of Utah )

§

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me \_\_\_\_\_  
a notary public, personally appeared \_\_\_\_\_,  
and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to  
this instrument, and acknowledge executing the same.

\_\_\_\_\_  
Notary Public

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

#### REPAIR GUARANTEE:

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

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

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

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

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

<b>ENGINEER'S COST ESTIMATE</b>					
PROJECT: Holmgren Estates East Phase 4 - 4 Lots					
ENGINEER - HANSEN & ASSOCIATES, INC. Estimate By: M Jensen Date: Nov 24, 2015					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>SITE GRADING &amp; ROAD IMPROVEMENTS</b>					
1	Site Excavation & Grading	Cu.Yds.	450	\$ 5.00	\$ 2,250.00
2	Type "B" Concrete Curb and Gutter w/ base	L.F.	695	\$ 15.00	\$ 10,425.00
3	4' Wide X 4" Thick Concrete Sidewalk w/ base	L.F.	680	\$ 17.00	\$ 11,560.00
4	Untreated Base Course - 12" Thick	Tons	550	\$ 15.00	\$ 8,250.00
5	Asphalt Concrete Mix @ 3"	S.F.	7970	\$ 1.40	\$ 11,158.00
6	Seal Coat	S.Y.	885	\$ 2.25	\$ 1,991.25
7	Handicap Ramp	Each	2	\$ 750.00	\$ 1,500.00
8	Temporary Hammerhead Turn Around (12" Thk Road Base)	Tons	145	\$ 15.50	\$ 2,247.50
<b>Subtotal</b>					<b>\$ 49,381.75</b>
<b>CULINARY WATER SYSTEM</b>					
9	8" C-900 DR 14 Class 200 PVC Pipe w/ pipe zone backfill	L.F.	225	\$ 25.00	\$ 5,625.00
10	Water Service Laterals to New Waterline	Each	3	\$ 975.00	\$ 2,925.00
11	Concrete Thrust Block	Each	1	\$ 75.00	\$ 75.00
12	Connect to existing water line	Each	1	\$ 800.00	\$ 800.00
13	Imported Trench Backfill	Cu.Yds.	135	\$ 15.00	\$ 2,025.00
14	Temporary Plugs and Testing	L.S.	1	\$ 800.00	\$ 800.00
<b>Subtotal</b>					<b>\$ 12,250.00</b>
<b>SANITARY SEWER SYSTEM</b>					
15	8" SDR 35 PVC Pipe 8' - 10' Deep w/ pipe zone backfill	L.F.	220	\$ 21.50	\$ 4,730.00
16	Connect to existing Sewer Line	Each	1	\$ 850.00	\$ 850.00
17	5' Dia. Junction Manhole - 10' Deep	Each	1	\$ 2,500.00	\$ 2,500.00
18	4" Sewer Lateral to New Sewer Line	Each	3	\$ 750.00	\$ 2,250.00
19	Imported Trench Backfill	Cu.Yds.	275	\$ 15.00	\$ 4,125.00
20	Flush and Camera Testing	L.S.	1	\$ 800.00	\$ 800.00
<b>Subtotal</b>					<b>\$ 15,255.00</b>
<b>STORM DRAIN SYSTEM</b>					
21	24" HDPE ASD N-12 Pipe 4' - 8' Deep w/ pipe zone backfill	L.F.	226	\$ 30.00	\$ 6,780.00
22	15" HDPE ASD N-12 Pipe 2' - 4' Deep w/ pipe zone backfill	L.F.	37	\$ 25.00	\$ 925.00
23	Connect to existing Inlet Box	Each	1	\$ 850.00	\$ 850.00
24	Inlet Box	Each	2	\$ 2,000.00	\$ 4,000.00
25	Imported Trench Backfill	Cu.Yds.	140	\$ 15.00	\$ 2,100.00
26	Flush and Camera Testing	L.S.	1	\$ 800.00	\$ 800.00
<b>Subtotal</b>					<b>\$ 15,455.00</b>
<b>MISCELLANEOUS</b>					
27	Street Signs	Each	0	\$ 250.00	\$ 0.00
28	Stop Signs	Each	0	\$ 200.00	\$ 0.00
29	Light Poles	Each	0	\$ 1,500.00	\$ 0.00
30	Street Survey Monument	Each	0	\$ 550.00	\$ 0.00
<b>Subtotal</b>					<b>\$ 0.00</b>
<b>*SUBTOTAL - CONSTRUCTION</b>					<b>\$ 92,341.75</b>
<b>GUARANTEE @ 10%</b>					<b>\$ 9,234.18</b>
<b>GRAND TOTAL</b>					<b>\$ 101,575.93</b>

\*Cost Does Not Include Electrical, Gas and Telephone Utilities  
 Cost Does not include construction staking and any progress inspection.

EXHIBIT "C" PLAT MAP

