



**Tremonton City Corporation
City Council Meeting
March 29, 2016
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

AGENDA

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

1. Opening Ceremony
2. Introduction of guests
3. Approval of agenda
4. Public comments: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
5. City Council Business
 - a. Discussion and prioritization of budgeting capital projects for the 2016- 2017 Budget
 - b. Discussion of general budgeting issues for the 2016- 2017 Budget
 - c. Discussion and possible direction given to the City staff of future processes, information needed, or other factors for the City Council's future consideration of amending the Wastewater Treatment Impact Fee Ordinance (which may increase impact fees for wastewater treatment)
 - d. Discussion and consideration of approving Resolution No. 16-17 authorizing a dissolution document acknowledging completion of contractual obligation regarding the Freeway Interchange Project Area between Tremonton Redevelopment Agency and Tremonton City
 - e. Discussion and consideration of approving Resolution No. 16-18 approving an acknowledgement and release of contractual obligations for the RDA's payment of tax increment to Tremonton City for reimbursement of sales tax pledges paid for the UTOPIA Bond
6. **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. Strategy session to discuss pending or reasonably imminent litigation

7. Comments:
 - a. Administration/City Manager Advise and Consent
 - b. City Department Head Reports
 - c. Council Reports

8. 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, March 25, 2016 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, March 25, 2016.

Darlene S. Hess, RECORDER

ADMINISTRATIVE MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Warnke, City Manager
DATE: March 29, 2016
SUBJECT: **Capital Projects Budget**

Overview

Curtis Roberts, Finance Director did a preliminary look at rough amounts that could be spent for capital projects from the various funds which are listed below. The amounts above already account for projects already appropriated for Fiscal Year 2017, so the amounts listed would be for Fiscal Year 2017 budgets and beyond.

- Fund 40- General Capital Projects - \$100,000 to \$130,000
- Fund 26- Special Parks Fund - \$90,000 which is already committed to a programmed project
- Fund 28- Fire Department Fund - \$15,000 to \$20,000
- Fund 41- Vehicle & Equipment Replacement - \$500,000 to \$700,000
- Fund 47/Fund 52- Treatment Plant - \$1.2 million to \$1.6 million
- Fund 51- Water Fund - \$1.5 million to \$2.0 million
- Fund 54- Sewer - \$150,000 to \$250,000
- Fund 55- Storm Drain - \$150,000 to \$250,000

It would be well for the City not to spend the entire amounts to allow for some flexibility going forward to fund future and unexpected projects, along with have sources to match future grants. On the pages that follow are tables that summarize potential projects. The yellow highlighted texts in tables are the projects that City staff would recommend. In addition to the tables are narratives that give some background on the proposed projects.

Fund 40- General Capital Projects - \$110,000 to \$130,000*

The Capital Project Fund has been established for the accumulation of financial resources to undertake projects for departments primarily contained in the General Fund and Special Revenue Funds. Below is table and narrative of proposed projects.

*This could be higher if the loan to the parks fund is not needed. This would basically bring this fund to a zero balance.

Project Description	Project Cost	Fund	Funding Source	Additional Information
Police Station Improvements (Repairing Porch)	\$8,000	Fund 40- Capital Projects	Reserves	Project was budgeted in FY 2016 Porch and shed roof is settling
Paving Parks Office Parking Lot	\$40,000	Fund 40- Capital Projects	Reserves	This facility has never had a paved parking lot, it is also proposed that the City create one common access for the Parks Office and entrance into the Fairgrounds
Acquisition of 480 West from Devin King	\$80,000	Fund 40- Capital Projects	Class B & C Roads- Fund	As you know the City has had some preliminary conversations with Devin King the owner of Parcel Number: 05-060-0055 which is 0.27 acres in size.
Construct the Road Improvements for the Extension of 480 West	\$150,000	Fund 40- Capital Projects	Reserves or Class B & C Road Funds or Interloan fund from Fund 40 to Fund 71 Repayment of loan from Tax Increment	
Sealing Cemetery Roads	\$5,000	Fund 40- Capital Projects	Reserves	Paul is suggesting that the City wait until it is doing a chip seal project. Last year City reconstructed roads within the cemetery and a seal coat is required to finish and maintain this improvement Paul is suggesting that the City wait until it is doing a chip seal project, which would likely be Fiscal Year 2018.
Providing Façade Grant & Signage Grant for business on Main Street	\$30,000	Fund 40- Capital Projects	Interloan fund from Fund 40 to Fund 71 Repayment of loan from Tax Increment	No specific improvements have been identified and project undertaken would required loan from another fund with Fund 71 pledging repayment through tax increment
Gateway Improvements & wayfinding signage	TBD	Fund 40- Capital Projects	Reserves & Grants	City staff is working on concept plans for the City Council to consider for improving gateway entrances and wayfinding signage into Tremonton.

Project Description	Project Cost	Fund	Funding Source	Additional Information
Backup Generators & SCADA Controls for Senior Center & Food Pantry	\$60,000	Fund 40-Capital Projects	Reserves & Grant	City has submitted a Community Development Block Grant, should know the outcome April 2016
Paving Public Works Parking Lot	\$30,000	Fund 40-Capital Projects	Reserves	The cost of this project would be spread over multiple funds which would include these additional funds: Water Dept. - \$30,000 (51-70-710) and Wastewater Treatment - \$50,000 (52-72-710).
INTERLOAN FUND TO FUND 26 Matching Funds for Trail Improvements in the Malad River Bottoms	\$69,000	Fund 40-Capital Projects	Interloan fund from Fund 40 to Fund 26 Repayment of loan from Impact Fees	This interloan fund will help the City leverage granted funds for the Malad River Park
TOTALS				
	\$147,000			

Acquisition of 480 West

For years the stub road from Chadez Estates has been stubbed ready to be connected into Main Street. Without the City acquiring the property and constructing a road this connection will not be completed. The completion of this road will give the area finished appearance and will line up directly with the Tremont Center access to the north. The property that is needed for the extension of 480 West is eligible for a building permit upon application and the City does not believe that it can meet legal standards for exacting property contained in Utah Code 10-9a-508 for all of these reasons it is proposed that the City purchase the .27 acres of ground.



Acquire and extend 480 West to Main Street.

Façade & Sign Grant

Façade Grant. Façade Grants are matching grants that improve the appearance of downtown buildings. Façade grants may include windows, streetscapes or exterior design elements. For many years Brigham City has had a façade grant. Tremonton City's Façade Grant program could be modeled after Brigham

City. Having a façade grant is an element that was recommended in the 1988 Summary Report on the Downtown Business District and also with the SDAT team. The 1988 plan stated the following:

Clearly, there is also disinvestment occurring as property owners neglect certain buildings.

This is acceptable (parking in the rear) except that these rear store entrances generally are not well maintained. In fact, the back door has become the front door for many shops, and these rear facades are usually shabby and uninviting. Any renovation program that is undertaken needs to pay particular attention to both the front and rear façades.

Downtown revitalization cannot be accomplished with partial solutions like landscaping, new parking lots, or promotional campaign. It requires a comprehensive approach which includes four major points:

1. Public Improvements
2. **Storefront (façade) rehabilitations**
3. Financing for new investment
4. Downtown management

When a strong revitalization effort is underway, it will be easier to persuade these property owners that something good is happening in the downtown and they should be part of it.

Below are some pictures that exhibit some examples of facades that could be improved through a public private partnership. The last image is of a drawing that shows improvements to the building (that is left of the drawing) wherein about \$3,000 to \$5,000 was spent in façade improvements.



Objectives:

- Enhance the visual quality of buildings on Main Street by improving facades that are dilapidated, have low aesthetic quality, or that have architecturally gone afoul
- Showcase some of the unique architectural character in the downtown area that has been either hidden or subdued over the years
- Improve safety of buildings (securing parapet walls, re-pointing masonry, etc.)
- Encourage investment of private funds into Main Street/Downtown

Guidelines:

- Have an architect involved in the façade design so that façade enhancements are architecturally correct and compatible

- That a City board review and approve the façade grants based upon review and approval of an elevation (drawing of the improvements) and budget
- That there be a dollar amount cap of the façade grant and that there be at least a 1:1 match of public to private funds
- Have an architect that specializes in historic architecture be involved in the buildings that are of historic significance

Sign Grant. Like the Façade Program, Main Street could be enhanced greatly through a public-private partnership focused on signage. The program would work similarly as the Façade Program (and some entities around the nation combine the Façade and Sign Grant into one program) where in both the business owner and City participate in the funding of signage.

Below are some pictures that exhibit some problems with signage in the downtown area. You will note that some of the images show sign structures that are missing sign copy which gives the appearance of a downtown area that is in decline. The “Jay” sign is an iconic Tremonton sign and should be considered for restoration to preserve and exhibit some of Main Street’s heritage. There are some long standing businesses such as Jim and Dave’s that could benefit from updating their sign copy.

In addition to providing a grant the City may want to consider on a case-by-case authorizing the City Public Work Department to assist in the demolition work of removing old parts of the façade. You may recall that the Public Works Department helped remove some of the façade for the Bear River Valley Museum. In this way the City could stretch the funding.



I would recommend that program objectives and guidelines include the following:

Objectives:

- Address dangerous signage such as signs located in the clear vision triangle and signage that may be structurally unsound
- Address businesses that have a sign structure but no sign copy
- Address signage that is dilapidated or have low aesthetic quality
- Give exposure to companies that support a tourism (an example might be adding a sign publicize the golf course from 1000 West)
- Encourage historical/traditional signage in the downtown areas of Tremonton such as projecting signs, wall signs, and awnings
- Restore iconic signs such as the “Jay” sign and historic painted signs that are apart of the past history of Tremonton Main Street

Guidelines:

- Business has had to be in operation for _____ (number of years yet to be determined) of years (want to grant funds to a business that will assume to remain in business into the foreseeable future).
- That there be a dollar amount cap in the sign grant and that there be at least a 1:1 match of public to private funds

Parks Office Parking Lot

The Parks & Recreation Building is located at 615 North 1000 West. Originally the structure was used as a one unit apartment/offices and an airplane hanger prior to the City closing the Airport in 2000, used as office and truck parts until the City acquired the building in 1999 for use with Parks and Recreation. This facility has never had a parking lot constructed. **The City has had a lot of activity at the site which includes: parks day-to-day operations, coaches meetings, referee meetings, etc.** It is proposed that the City pave this parking area with the paving of the Public Works Facility and the Wastewater Treatment Facility Area. The frontage for this facility will have the sidewalk and parkstrip extended, which will complement the frontage improvements that are budgeted for the golf course frontage.

It is also recommended that with the paving of the Parks and Recreation parking lot and frontage improvements, that there be created one common access for both the Parks and Recreation Building and the Fair Grounds. Common access would be aligned with 600 North. The completion of this project would complement the project that the City is completing to improve the frontage of the golf course by replacing the golf course fence.

This expense was originally budgeted and scheduled for this fiscal year. However, City staff recommended and the City Council agreed to delayed this project until next fiscal year so that the trailhead parking lot, public works parking lot, and recreation parking lot can all be done at the same time. City staff is hoping that the City will receive a competitive bid by having all three parking lots done at the same time.



Create one common access for both the Parks and Recreation Building and the Fair Grounds. Common access to be aligned with 600 North.

Public Works Parking Lot

Tremonton City built and occupied the Public Works Facility on 1200 South in 1999. The City did not construct a parking lot with the original construction. The City has had a lot of activity at the site which

includes: Public Works day-to-day operations, compost pick-up & green waste drop-off, conference room rentals, etc. It is proposed that the City pave the whole of the complex with the Public Works Facility and the Wastewater Treatment Facility Area. Further it is proposed that the expense be divided between the different departments: Public Works Department - Street Dept. -\$30,000, Water Dept. - \$30,000 (51-70-710) and Wastewater Treatment - \$50,000 (52-72-710). The Street Department's proportionate share of the parking lot expense is being budgeted from the Fund 40- Capital Projects Fund in the General Fund (10-60-710), but will receive revenue through a transfer of funds from the Fund 40.

Paul Fulgham, Public Works Director put together a report on the usage of the Public Works Facility. Which are summarized below. A complete list of his report is attached to this report.

From May 2014 thru May 2015 the Public Works Building has seen a usage of 1,048 hours of use, outside of the actual day to day (Monday – Friday 8:00 am – 4:30 pm) Public Works use. The dates and hours of its use are listed in the attachment report.

As you may see the Facility gets well used, most weekends during the cooler and wetter months of the year, these are usually families and they maybe here for 3-hours are all day. The usage of the building is not the only exposure that the citizens of Tremonton have to the Public Works Facility, we have citizens that come to do business with the Animal Control and those that bring green waste and pick up compost.

This expense was originally budgeted and scheduled for this fiscal year. However, City staff recommended and the City Council agreed to delayed this project until next fiscal year so that the trailhead parking lot, public works parking lot, and recreation parking lot can all be done at the same time. City staff is hoping that the City will receive a competitive bid by having all three parking lots done at the same time.



Cemetery Capital Project Fund

As you know last year the City the reconstructed the Cemetery Roads with 3-inch of asphalt. It is highly recommended that the City seal these reconstructed Cemetery roads in the next fiscal year (FY 2017). This top seal will preserve the roads by mitigating the affects of the overspray associated with irrigating the Cemetery from deteriorating the roads. It is anticipated that the top seal will cost approximately \$4,500.

Backup Generators & SCADA Controls for Senior Center & Food Pantry

As you know the City installed a transfer switch at the Civic Center to allow the City to connect a generator at this facility. The City submitted a Community Development Block Grant for the installation of generators for the Senior Center and Food Pantry. The City has already received a \$7,000 grant from

United Way for this project. The Senior Center and Public Works Facility serves as alternate Emergency Operations Centers.

Additionally, the City would like to install the SCADA (Supervisory Control and Data Acquisition) system that would monitor and alert City staff of operating failures of the walk-in cooler and freezer. From time to time, the Food Pantry has had problems with power outages and failures of the walk-in cooler and freezer. Due to the limited staff hours, there have been times that the Food Pantry has had to discard all the food in the walk-in cooler and freezer because the food was not kept to proper temperature. The City would like to put systems in place to ensure this does not happen in the future. Specifically, the City would like to install a generator to automatically turn on during power failures and a SCADA system to control the systems.

Fund 26- Special Parks Fund - \$90,000 Committed to Programmed Project

Parks special revenue fund - This fund has several projects planned in the FY2015-16 budget (land, parking lot, restroom, trails). As a result, the fund balance is expected to decrease. If those projects happen this fiscal year as planned, the available fund balance will basically be used. Therefore, there is not any money available in this fund for other capital projects.

Project Description	Project Cost	Fund	Funding Source	Additional Information
Trailhead	Total Costs \$150,000 \$90,000 City Funds	Fund 26- Parks	Grant, Reserves/ Impact Fees	FY 2017 - City received a grant from the State of Utah Recreation Trails Program in the amount of approximately \$60,000, City required to provide 1:1 match, plus put in some other improvements that grant funds cannot pay for
Trail Construction Phase A- Trailhead to River Bottoms	Total Costs \$78,000 \$14,000 City Funds	Fund 26- Parks	Interloan Fund from Fund- 40 Impact fee reimbursement	FY 2017- City received a grant from IHC in the amount of approximately \$25,000. City applied for a Box Elder County Tourism Grant of \$40,000. Should know in April if the City received any TTAB funds
Trail Construction Phase B- Riverside Trail & Phase C- Hillside Trail	Total Costs \$110,000 \$55,000 City Funds	Fund 26- Parks	Interloan Fund from Fund- 40 Impact fee reimbursement	FY 2019- City is applying for a State of Utah Recreation Trails Program in the amount of approximately \$55,000, City required to provide 1:1 match
Open Space Adjacent to trailhead	TBD	Fund 26- Parks	Reserves/ Impact Fees	

Trailhead

As you know Tremonton City staff and the Bear River Association of Government has secured a grant for the acquisition and construction of the trailhead from the State of Utah Recreational Trails Program. The grant funds are \$61,000 and require a 1:1 match from the City (\$122,000 total). Receiving this grant will help the City stretch the City's construction dollars further.

The granted funds will not pay for some items such as bench, garbage cans, hard surface improvements, etc. So in addition to the parking lot, storm drain, hardscape, pedestrian amenities, etc. The grant would not pay for such items as landscaping or playground equipment.

Below is picture of the trailhead and parking lot. These plans/images were prepared by David Evans, USU professor and presented to the City Council sometime ago. It is my understanding that the trailhead will be a developed park like setting to appropriately match a developed neighborhood. The trail and land below will be primarily undeveloped and the improvements including the trail/path will be primitive.



Trail Construction Phase A- Trailhead to River Bottoms

Due to the overall expense associated with the trail project, the City is looking to build the trail in phases. The first phase of the trail construction is envisioned to take the trail from the trailhead, which will be to the river bottoms.

The alignment of this portion of the trail will traverse steeper slopes and wetlands. As such, there will be significant amount of earthwork and boardwalks that will need to be constructed and these improvements are expensive. The City will use contractors to grade and construct portions of the trail corridor that are constrained with steep slopes. Public Works Employees and community volunteers will be used to construct the remaining portions of the trail. The City has submitted all the necessary documents to the Army Corp of Engineers to construct the trail.

The City has also submitted this TTAB Grant Application with the specific request to fund the first phase of trail development. The overall cost of the first phase is \$78,318. The City would apply the already granted funds of \$25,000 from IHC. Additionally, the City is requesting \$40,000 of funds as a TTAB grant. Willard City recently received a \$40,000 grant from the TTAB for a trail and as such City staff is hopeful that the TTAB provide a like grant award to Tremonton.

Trail Construction Phase B- Riverside Trail & Phase C- Hillside Trail

City staff is currently working on a submittal to the State of Utah Recreational Trails Program for Phase B- Riverside Trail & Phase C- Hillside Trail. As you know this funding source requires a 1:1 match from the City. Phase B- Riverside Trail is estimated to cost \$47,603 and Phase C- Hillside Trail \$56,085. These prices again assume that there would be Public Works Employees and community volunteers that would do a portion of the work. City staff is optimistic based upon the tendency of the State of Utah Recreational Trails Program to provide additional funding to projects that they have previously funded.

Impact Fees

As part of the budgeting process the City Council should be monitoring the proposed projects contained in the City adopted Impact Fee Facilities Plan. The following excerpt is from page 17 of the Parks, Trails, and Recreation Impact Fee Analysis prepared by Zions Bank Public Finance and adopted by Ordinance 14-02.

Figure 11 shows the annual recreation facility improvements that will need to be purchased by the City through 2022 to maintain the existing LOS for purchased recreation facility improvements. The cost for the recreation facility improvements that will need to be purchased over the next ten years to maintain the existing level of service (for purchased improvements) is \$174,464.

FIGURE 11: ADDITIONAL RECREATION FACILITY IMPROVEMENTS REQUIRED TO MAINTAIN ESTABLISHED LOS AS A RESULT OF ANTICIPATED DEVELOPMENT ACTIVITY

Year	Population	% Increase	Improvements Needed to Maintain Improvement LOS	LOS
2012	7,946			115.03
2013	8,068	1.54%		115.03
2014	8,218	1.85%	17,196.46	115.03
2015	8,367	1.82%	17,196.46	115.03
2016	8,517	1.79%	17,196.46	115.03
2017	8,666	1.76%	17,196.46	115.03
2018	8,816	1.73%	17,196.46	115.03
2019	8,965	1.70%	17,196.46	115.03
2020	9,142	1.97%	20,359.69	115.03
2021	9,385	2.66%	27,962.94	115.03
2022	9,628	2.59%	27,962.94	115.03
Total			\$ 179,464.34	

Figure 7 shows the annual park acreage that will need to be purchased by the City through 2022 to maintain the established level of purchased park land service through 2022.

FIGURE 7: ADDITIONAL ACREAGE REQUIRED TO MEET DEMANDS PLACED ON EXISTING PARK LANDS BY NEW DEVELOPMENT ACTIVITY

Year	Population*	% Increase	Acres Required to Maintain LOS	LOS
2010	7,647		-	
2011	7,797	1.96%	-	
2012	7,946	1.92%	-	4.08
2013	8,068	1.54%	-	4.08
2014	8,218	1.85%	0.59	4.08
2015	8,367	1.82%	0.61	4.08
2016	8,517	1.79%	0.61	4.08
2017	8,666	1.76%	0.61	4.08
2018	8,816	1.73%	0.61	4.08
2019	8,965	1.70%	0.61	4.08
2020	9,142	1.97%	0.72	4.08
2021	9,385	2.66%	0.99	4.08
2022	9,628	2.59%	0.99	4.08
Total			6.34	

The City also provides a trails level of service. For trails the level of service is defined by the existing length of linear miles of trails in Tremonton. The City has 3,211 linear feet of trails, divided by the current population provides a trails linear mile level of service (.08). If no future trail miles are added the level of service will drop significantly in the next ten years, and continue to do so through build-out. The level of service (LOS) in 2022 with no additional miles would equal .06 and at 2070 would equate to a LOS of .021

The additional linear miles needed to maintain the level of service over the next ten years is detailed in Figure 8 below.

FIGURE 8: ADDITIONAL LINEAR MILES REQUIRED TO MEET DEMANDS PLACED ON EXISTING TRAILS BY NEW DEVELOPMENT ACTIVITY

Year	Population	% Increase	Linear Miles Required to Maintain LOS	LOS
2012	7,946			
2013	8,068	1.54%	-	0.08
2014	8,218	1.85%	0.02	0.08
2015	8,367	1.82%	0.01	0.08
2016	8,517	1.79%	0.01	0.08
2017	8,666	1.76%	0.01	0.08
2018	8,816	1.73%	0.01	0.08
2019	8,965	1.70%	0.01	0.08
2020	9,142	1.97%	0.01	0.08
2021	9,385	2.66%	0.02	0.08
2022	9,628	2.59%	0.02	0.08
Total			0.12	

Fund 28- Fire Department - \$15,000 to \$20,000* Available

*This fund also needs a fairly large fund balance to avoid having a negative cash position because of the accounts receivable. As a result, the fund only has about \$15,000 to \$20,000 available for capital projects, exclusive of the impact fees.

Project Description	Project Cost	Fund	Funding Source	Additional Information
Purchase of a new Ambulance	\$160,000	Fund 28- Fire	Lease Purchase Arrangement with Zions Bank	Scheduled for replacement in FY 2017
Purchase of a new Fire Truck	\$600,000	Fund 28- Fire	Reserves/ Possible Loan for Fund 41	Scheduled for replacement in FY 2018
Replacement of a Roof that leaks at the Fire Station	\$13,000	Fund 28- Fire	Reserves/ Possible Loan for Fund 41 or Lease Purchase Arrangement with Zions Bank	There is a leak on the flat portions of the roof of the Fire Station. It is proposed that the City have a new membrane installed on the roof
TOTAL	\$173,000			

New Ambulance

The City has generally purchased ambulances once the current lease/purchase agreement reaches maturity. The City's current lease/purchase agreement for its newest ambulance will end December of 2016. The City has paid approximately \$30,000 per year during this leasing period. Below is a list of the City's ambulances along with a chart that shows EMS responses.

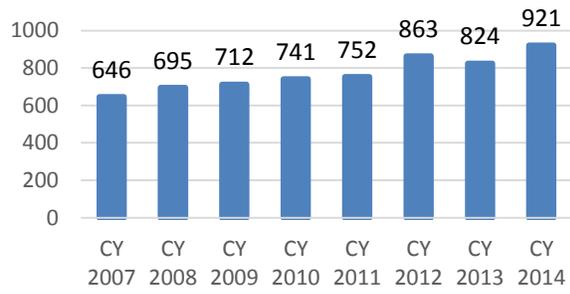
Unit

Number	Year	Make	Mileage Feb 2015	Average Miles a Year
Ambulance 31	2001	Ford	96,780	4,521
Ambulance 33	2008	Chevy	64,983	9,111
Ambulance 34	2004	Ford	99,217	9,644
Ambulance 32	2013	Chevy	16,655	3,815

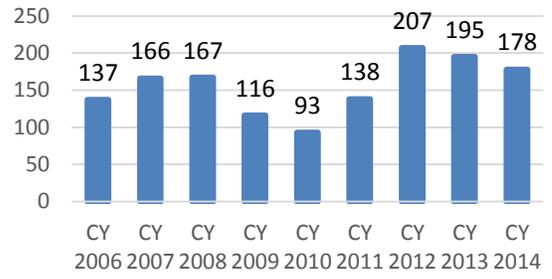
New Fire Truck

The City has generally purchased new fire trucks once the current lease/purchase agreement reaches maturity. The City's current lease/purchase agreement will end February 2017. The City has paid approximately \$90,000 per year during this leasing period. The new truck would replace a 1985 truck that has an open cab for the firefighters and no longer meets National Fire Association (NFA) standards.

Totals for EMS Response per Calendar Year



Totals for Fire Response per Calendar Year



Fund 41- Vehicle & Equipment Replacement - \$500,000 to \$700,000* Available

The Capital Vehicle and Equipment Fund has been established for the accumulation of financial resources to undertake projects and to ensure the timely replacement of vehicles and equipment for departments primarily contained in the General Fund and Special Revenue Funds. *The \$700,000 would bring the fund close to zero.

	FY 2016	FY 2017	FY 2018	FY 2019
Fund 41- Vehicle/Equip Cap Project				
Building Dept. Truck	\$ 30,000			
Police Vehicle- T36	\$ 30,000			
Parks Dept. Truck				
Meal-on-Wheels Vehicle	\$ 30,000.00			
Meal-on-Wheels Vehicle	\$ 30,000.00			
Meal-on-Wheels Vehicle	\$ 30,000.00			
Police Vehicle- T39	\$ 30,000			
Police Vehicle- T42		\$ 30,000		
Police Vehicle- T44		\$ 30,000		
Police Vehicle- T43			\$ 30,000	
Police Vehicle- T45			\$ 30,000	
Police Vehicle- T48			\$ 30,000	
Police Vehicle- T47				\$ 30,000
Police Vehicle- T50				\$ 30,000
Street Sweeper			\$ 250,000	
Tractor (For Parks & Recreation)		\$ 40,000		
Dump Trailer (Parks & Recreation)		\$ 10,000		
Street Department Truck- 308		\$ 30,000		
TOTAL	\$ 180,000	\$ 140,000	\$ 340,000	\$ 60,000

Fund 47/Fund 52- Treatment Plant - \$1.2 million to \$1.6 million Available

Project Description	Project Cost	Fund	Funding Source	Additional Information
Bio-Solid Handling Project.	\$804,000	Fund 47	Impact fees	It is recommended that the City Council adopt the Impact Fee Facilities Plan, Impact Fee Analysis, and ordinance before starting the project
Backup Generators	\$70,000	Fund 52	Reserves	The City may want to undertake this project if the City gets the CDBG grant and concurrent with the generators at the Sr. Center and Food Pantry
Nutrient Removal	\$100,000	Fund 52	Reserves	This is only an option if Garland City disconnects from the City's WWTP, need to be completed by 2020
Paving Public Works Parking Lot	\$30,000	Fund 52	Reserves	The cost of this project would be spread over multiple funds which would include these additional funds: Public Works Department - Street Dept. \$30,000- Fund 40 and Water Dept. - \$30,000.
TOTAL	\$904,000			

Backup Generators

The City needs to replace the existing back-up generator. The current generators were installed in 1979 and went down after 36-years and needs extensive repairs to bring it up to today's standards. State and Federal require that all wastewater treatment facilities have a means for emergency back-up electricity so in the meantime City staff has been utilizing the Water Dept. portable generator from our water system during power outages. Cost to replace is \$70,000 these funds would be covered from funds sat aside from our infrastructure depreciation.

Nutrient Removal

To meet the proposed 2020, nutrient limits, which at this time are not part of the City's UPDES permit, will require a reduction of total nitrogen (TN) and phosphorous removal. With Garland gone and the additional 1,170 ERU's pushing the time frame out to 2026 for a large treatment facility expansion to 2026, the most cost effective way to deal with nutrient removal would be with chemical addition instead of biologic treatment. Chemically treating for nutrients is less expensive to construct but long term it is more expensive for the ongoing chemical cost than with biologic treatment. It might be well for the City to have some assurances that Garland is completely disconnecting before moving forward with this project.

Bio-Solid Handling Project.

The existing Wastewater Treatment Plant is reaching the design biological capacity. The effluent of the industries have increased the biological loading at the plant prior to the hydraulic capacity. To overcome the reaching of the biological capacity the Wastewater Treatment Plant Operator is required to shut off the air to the existing digesters so that the solids can be decanted. The proposed solid handling project would consist of a new thickening unit which will allow the Wastewater Treatment Plant to use the thinner sludge without decanting the digesters. In addition to a new thickening unit a conveyor system will be evaluated. The intent of the new conveyance system will be to place the dewatered bio-solids somewhere where it can be hauled to the compost site after a weekend. In addition to adding solid handling capabilities the new system will eliminate odor problems that occurs after the bio-solids have been decanted and the air is turned back on in the digesters.

The specific improvements to the Wastewater Treatment Plan for solid handling project consists of installing a new screw press, feed pumps, polymer feed system, and conveyor to dewater waste sludge as solids handling and dewatering capacity is one of the most critical capacity issues at the WWTP. These estimated cost for additional solids handling is \$803,660.

Paving Public Works Parking Lot

Please see the project description under "Fund 40- General Capital Projects".

Fund 51- Water Fund - \$1.5 million to \$2.0 million Available

Project Description	Project Cost	Fund	Funding Source	Additional Information
Culinary Water Impact Fee Facility Plan Projects	\$3,683,389	Fund 51- Water	Impact fee and reserves (which will be paid back overtime from future impact fees)	Remaining Capital Projects left to be done in the IFFP which was adopted with Ordinance 14-01 and Ordinance 14-02
Dump Truck	\$160,000	Fund 51- Water		Replacement schedule for FY 2018
Service Truck	\$30,000	Fund 51- Water		Replacement schedule for FY 2017
Paving Public Works Parking Lot	\$30,000	Fund 51- Water	Reserves	The cost of this project would be spread over multiple funds which would include these additional funds: Public Works Department – Street Dept. \$30,000- Fund 40 and Wastewater Treatment - \$50,000 (52-72-710).
TOTAL	\$60,000			

Vehicle Replacement

There are two vehicles that are in need of replacement in the upcoming years. One of the vehicles is a service truck that will cost \$30,000 (scheduled for FY 2017) and another is a dump truck (scheduled for FY 2018) with a cost of \$160,000.

Paving Public Works Parking Lot

Please see the project description under “Fund 40- General Capital Projects”.

Impact Fee Projects

As part of the budgeting process the City Council should be monitoring the proposed projects contained in the City adopted Impact Fee Facilities Plan. The following excerpt is from page 11 of the Water Impact Fee Analysis prepared by Zions Bank Public Finance and adopted by Ordinance 14-02.

Impact Fee Facilities Plan – Future Capital Projects

The Culinary Water System Capital Facilities Plan & Impact Fee Facilities Plan developed the following capital projects, and helped (along with City staff) determine the timing and identified what was growth related, and of that amount, how much of the total capacity will be realized in the next ten years (percentage Impact Fee Qualifying & Non-Impact Fee Qualifying Cost).

Figure 5: Capital Projects

Project Name	Year to be Constructed	Current Cost (PV) 2013	Construction Cost (FV)	% Impact Fee Qualifying	Impact Fee Qualifying Cost	ERU's Served
Replace existing 12" & 10" waterlines with new 18" & 24" lines on 1000 North from 2300 West to the I-15 northbound offramp.	2014	606,913	606,913	95%	574,638	1,350
Replace and upsize main trunk inlet/outlet lines from the lower reservoirs on west hillside bench	2017	910,000	978,050	70%	684,635	1,300
Phase 1 - Replace existing 12" line with a new 20" line from the City's springs in the Bear River bottoms to SR-13 along 1000 North	2015	945,100	968,094	57%	553,878	750
Develop new water sources at locations that will be determined at the time of construction. It is anticipated that this will involve the drilling of new wells	2019	1,540,500	1,737,245	100%	1,737,245	714
Construct line from 750,000 gallon reservoir trunk line to the upper end of Country View Estates.	2020	161,200	186,211	93%	172,245	150
Culinary Total		\$ 4,163,713	\$ 4,476,513	83%	\$ 3,722,641	4,264

Since the adoption of Ordinance 14-02 the City has undertaken the following projects:

- \$185,000 -Replace 12" & 10" waterlines with new 18" & 24" lines on 1000 North from 2300 West to the I-15
- \$161,200- Construct line from 750,000 gallon reservoir trunk line to the upper end of Country View Estates

Fund 54- Sewer - \$150,000 to \$250,000 Available

Project Description	Project Cost	Fund	Funding Source	Additional Information
Sewer Collection Impact Fee Facilities Plan Projects	\$932,640	Fund 54- Sewer Fund	Reserves & Impact Fees	Remaining Capital Projects left to be done in the IFFP which was adopted with Ordinance 14-01 and Ordinance 14-02

Impact Fee Projects

As part of the budgeting process the City Council should be monitoring the proposed projects contained in the City adopted Impact Fee Facilities Plan. The following excerpt is from page 11 of the Water Impact Fee Analysis prepared by Zions Bank Public Finance and adopted by Ordinance 14-02. Since the adoption of Ordinance 14-02 the City has not undertaken any of the projects noted above.

Impact Fee Facilities Plan – Future Capital Projects

The Sanitary Sewer Collection System Capital Facilities Plan & Impact Fee Facilities Plan developed the following capital projects, and helped (along with City staff) determine the timing and identified what was growth related, and of that amount, how much of the total capacity will be realized in the next ten years (percentage Impact Fee Qualifying & Non-Impact Fee Qualifying Cost).

Figure 5: Capital Projects

Project Name	Year to be Constructed	FY 2013 Cost	Construction Cost	% to Growth	Impact Fee Qualifying Cost	Non Impact Fee Qualifying	ERUs to be Added
Upsize Existing Line Along East Main Street	2014	371,800	380,846	100%	380,846	-	794
Upsize Trunk Line along I-84 from Harmony Heights to Main St. and 2300 West	2015	454,610	477,000	14%	64,519	412,482	1,002
Upgrade Sewer Lift Station at McFarland Estates	2016	32,500	34,930	50%	17,465	17,465	400
Upsize Developer Installed 8" line to 10" line located at 600 South between the Malad River and 1000 East	2017	16,900	18,606	100%	18,606	-	418
Upsize Developer Installed 8" line to 10" line located between 600 North and 1000 North Directly East of the Malad River	2018	18,850	21,257	100%	21,257	-	418
Six Year Total		\$ 894,660	\$ 932,640	54%	\$ 502,693	\$ 429,947	3,032

Fund 55- Storm Drain - \$150,000 to \$250,000 Available

Project Description	Project Cost	Fund	Funding Source	Additional Information
Storm Drain Impact Fee Facilities Plan Projects	\$3,076,154	Fund 55- Storm Drain	Reserves & Impact Fees	Remaining Capital Projects left to be done in the IFFP which was adopted with Ordinance 14-01 and Ordinance 14-02
400 West and Main Street Storm Drain	\$150,000	Fund 55- Storm Drain	Reserves & Impact Fees	This will complete this storm drain project by constructing the outfall line from Main Street to Chadez Estates storm drain project
TOTAL	\$150,000			

400 West and Main Street Storm Drain

Additionally Tremont Center is working on doing some storm drain improvements onsite for which they are responsible. The City is primarily responsible for off-site storm drain improvements that provide a system-wide benefit. In the upcoming weeks the City will need to install approximately \$106,000 worth of system-wide improvements associated with storm drain outlets for Tremont Center and other properties on 400 West. In total increase this line item by \$116,000.

Impact Fee Projects

As part of the budgeting process the City Council should be monitoring the proposed projects contained in the City adopted Impact Fee Facilities Plan. The following excerpt is from page 11 of the *Storm Drain Impact Fee Analysis* prepared by Zions Bank Public Finance and adopted by Ordinance 14-02.

Impact Fee Facilities Plan – Future Capital Projects

The Storm Drain Capital Facilities & Impact Fee Facilities Plan developed the following capital projects and identified what was growth related, and of that amount, how much of the total capacity will be realized in the next six to ten years (percentage Impact Fee Qualifying & Impact Fee Qualifying Cost). The engineers recommended priorities for the projects and years were anticipated based on that priority. An inflationary component was calculated using 2.43%, based on the past ten year's inflation provided by the Bureau of Labor Statistics.

Figure 5: Capital Projects

Project Name	Year to be Constructed	FY 2013 Cost	Construction Cost	% to Growth	Impact Fee Qualifying Cost	Non Impact Fee Qualifying	ERUs Served
1100 N. 3150 W. Piping and Detention at Country View Development	2017	682,344	751,213	0%	-	751,213	268
1200 N. 2660 W. Piping and Development Detention Basin	2015	315,900	331,459	0%	-	331,459	222
350 N. 2650 W. Piping and River Valley Detention Basin	2013	683,755	683,755	59%	401,915	281,840	202
300 S. 1600 W. Regional Detention Basin and Piping	2014	482,846	494,594	76%	374,613	119,981	168
Main Street 700 E; Regional Detention Basin and Piping	2016	758,420	815,135	72%	586,062	229,073	120
Six Year Total		\$ 2,923,265	\$ 3,076,154	44%	\$ 1,362,589	\$ 1,713,566	980

If and When Garland City Constructs Their Own Treatment Plant

SUMMARY:

Currently, there are 538 equivalent residential units (ERUs) of flow and biological oxygen demand (BOD) capacity within the City's Wastewater Treatment Plant (WWTP). However, the WWTP is at Total Suspended Solid (TSS) capacity. To bring the WWTP's TSS capacity in line with the flow and BOD capacity the City needs to do a solid handling project. The solid handling project should occur during Fiscal Year 2017. The cost for additional solids handling, to handle the current and future TSS up to 2021 and helping to eliminate and reduce the odors from solids production is \$803,660, which cost can be covered with impact fees.

Once the solid handling project is complete and if and when Garland City disconnects from the WWTP an additional 1,170 ERU's will be gained in flow, biological demand capacity (BOD), and total suspended solids (TSS) bring the total available ERU's to 1,708. This would push back the time frame for the expansion for flow, BOD, and TSS capacity at the treatment plant to 2026 (based upon current growth estimates), when we then will need to do the upgrade to 2.5 MGD.

Regardless of if Garland disconnects from the WWTP, improvements are need to meet the proposed 2020, nutrient limits, which at this time are not part of the City's UPDES permit, but will be at the time of renewal in 2018. If Garland disconnects these nutrient limit upgrades are estimated to cost \$100,000 and are not impact fee eligible, If Garland does not disconnect the cost of the nutrient removal project will be a part of the large plant expansion 2.5 MGD in 2021, which was projected to cost \$8,032,310.

BACKGROUND:

Current Flow Capacity Data: Flow data show that current average daily flow to the plant is 1.5 million gallons per day (MGD) with 0.6 MGD being from our two large industrial users and the remainder coming from other industrial, commercial, institutional and residential customers, serving an estimated population of 11,115, a plant design basis of 100 gallons per person per day has been established. Using population growth projections and this per capita flow estimate, the current wastewater treatment plant capacity of 1.9 MGD will be reached by 2021. In terms of hydraulic capacity, this represents an additional 538 equivalent residential units (ERUs). If and when Garland City leaves our facility an additional 1,170 ERU's will be gained in flow capacity, bringing the total available ERU's for flow to 1,708 ERU's. This would push back the time frame for the expansion of the treatment plant to 2026, when we then will need to do the upgrade to provide flow capacity to 2.5 MGD.

Biological Oxygen Demand (BOD) Capacity: BOD influent data, combined with known dedicated BOD loads show that the BOD capacity will be reached by 2021 for the 1.9 MGD plant, if and when Garland leaves the plant BOD loading capacity will also be pushed back to 2026. Meaning there will then be sufficient BOD capacity, in our 1.9 MGD plant, for at least an additional 1,708 ERUs, until 2026.

Total Suspended Solids (TSS) Capacity: TSS loading has frequently exceeded the plant's TSS design capacity. Since 2008 the plant has exceeded its design (3,177 #/day) for TSS for 28 of the 84 months, even though the plants design was exceeded the plant discharge permit was never exceeded, this means that the plant is at capacity for TSS. TSS loading is high due in part to contributions from approved industrial users. To bring the TSS capacity in line with the current excess flow and BOD capacity of 538 equivalent residential units (ERUs) the plant requires a TSS capacity of 4,365 #/day.

It is proposed that the City do the solids handling project which consists of installing a new screw press, feed pumps, polymer feed system, and conveyor to dewater waste sludge as solids handling and dewatering capacity is one of the most critical capacity issues at the WWTP. The estimated cost for additional solids handling, to handle the current and future TSS up to 2026 and thus reducing odors, is \$803,660, which cost can be covered with impact fees.

Future Nutrient Limits: To meet the proposed 2020, nutrient limits, which at this time are not part of the City’s UPDES permit, will require a reduction of total nitrogen (TN) and phosphorous removal. With Garland gone and the additional 1,170 ERU’s, this would push the time frame out to 2026 for a large treatment plant expansion. The most cost effective way, in the short term, to deal with nutrient removal would be with chemical addition instead of biologic treatment. Chemically treating for nutrients is less expensive to construct but long term it is more expensive for the ongoing chemical cost than with biologic treatment.

The estimated cost for nutrient removal, to meet the soon to be imposed limits, is \$100,000, which can not be covered with impact fees. This would mean constructing a new building, which will house the chemical tanks and chemical feed pumps, install electrical and SCADA components, and install chemical feed lines to aerotor basin and to the two secondary clarifiers.

Additional Wastewater Treatment Plant Upgrades. As part of the upcoming project the plant needs to have replaced the existing back-up generator. It was installed in 1979 and has lived its life; it is a State and Federal requirement that all wastewater treatment plants have a means for emergency back-up electricity. Our current generator went down after 36-years and needs extensive repairs to bring it up to today’s standards, so we have been utilizing our portable generator from our water system during power outages. Cost to replace is \$70,000 these funds would be covered from funds sat aside from our infrastructure depreciation.

Daily Average over 5-years (2011 - 2015)

	Flow MGD	BOD mg/L	BOD Lbs/Day	TSS mg/L	TSS Lbs/Day	Lbs. Solids/Day	Flow ERU's	BOD ERU's	TSS ERU's
Wastewater Treatment Facility Total	1.49	306	3,803	263	3,268	7,071	4,257	8,642	7,428
Tremonton City	1.08	156	3,290	163	2,926	6,216	3,086	7,476	6,651
Garland City	0.41	150	513	100	342	855	1,171	1,166	777

Tremonton - (MOM & WLF)	0.47	BOD & TSS at the Industrial Facilities							
Malt-O-Meal	0.09	994	746	440	330	1,076	257	1,696	751
West Liberty Foods	0.52	807	3,500	231	1,002	4,502	1,486	7,954	2,277

Equivalent Residential Unit	Flow MGD	Flow GPD	BOD Lbs/Day	TSS Lbs/Day
	0.00035	350	0.44	0.44

Prepared by:
 Paul Fulgham
 Information from:
 Wastewater Treatment Facility 2011-2015 Use Data
 Brad Rasmussen, P.E. – AQUA Engineering
 2015 Wastewater Treatment Plant Capital Facility Plan and Impact Fee Facilities Plan

RESOLUTION NO. 16-17

A RESOLUTION OF THE CITY COUNCIL APPROVING A LOAN FORGIVNESS DOCUMENT WHEREIN TREMONTON CITY IS FORGIVING AN AMOUNT DUE FOR A LOAN GIVEN TO THE TREMONTON CITY REDEVELOPMENT AGENCY

WHEREAS, pursuant UCA 17C-1-101 through 17C-7-701, the RDA established the Freeway Interchange Project Area (also referred to as RDA No. 3 or 197, but hereinafter "Freeway Interchange") with the boundaries of this Project Area labeled as 197 on a map which is attached hereto as Exhibit "A"; and

WHEREAS, the Freeway Interchange is Pre-July 1, 1993 Project Area created on or around June 1, 1990; and

WHEREAS, in the early 1990's the RDA received multiple interfund loans from Tremonton's Utility Fund (hereinafter "Water Fund") as follows: \$30,000 at 4% interest; \$28,000 at 4% interest; and \$376,000 at 7.875% hereto attached as Exhibit "B" for the purpose of constructing water and sewer lines; and

WHEREAS, in 2007 there was an addition interfund loan wherein the sum of \$139,255 was borrowed by the RDA for 2000 West road improvements from the Tremonton's Water Fund; and

WHEREAS, for most of the life of the loan, the RDA was charged 7.875%, and in 2008, the interest rate was adjusted to better match market conditions as shown on Exhibit "B"; and

WHEREAS, as of February 2012, the RDA has paid back Tremonton's Water Fund \$766,736 (\$573,255 in principal and \$193,481 in interest); and

WHEREAS, as of June 30, 2015, the RDA still owned the Water Fund an amount of or in excess of \$368,990; and

WHEREAS, Tremonton has long known that the RDA's repayment of its loan as doubtful because the RDA had three obligations associated with the Freeway Interchange Project Area's tax increment in the following order of contractual priority: 1) to reimburse Tremonton City for sales tax pledges for fiber optic infrastructure in the amount of approximately \$75,605; 2) to reimburse Malt-O-Meal for sewer treatment capacity; and 3) to repay a loan to Tremonton City's Utility Fund for the expansion of water and sewer lines necessary to serve the industrial park; and

WHEREAS, Tremonton has disclosed that the repayment of the loan was doubtful in its annual financial statements, with a note that essentially stated that the Tremonton City Council had previously determined that the collection of the loan by the Water Fund to be doubtful, and recorded an allowance equal to the outstanding balance of \$368,900; and

WHEREAS, though Tremonton will not receive the full repayment of the loan from the RDA, the Utility Fund did receive water and sewer assets in the form of constructed water and sewer lines, and these assets generated revenue from user fees, which again was realized by the Utility Fund. (For example from 2007 to February of 2012, Malt-O-Meal has paid \$312,795 in water overage and \$299,265 in treatment overage); and

WHEREAS, the Tremonton City Redevelopment Agency's records indicate the first year of tax increment was 1991, and the Freeway Interchange is to be dissolved with receipt of 2015 tax increment, which is received in the Spring of 2016; and

WHEREAS, with the closure of the Freeway Interchange Project Area and the accompanied loss of receipt of tax increment, the RDA has no future ability to repay the loan to Tremonton; and

WHEREAS, Tremonton desires to grant forgiveness to the RDA for the outstanding balance owed which is calculated to be in the amount of or in excess of \$368,990 for an interloan fund from the Water Fund.

NOW, THEREFORE, BE IT RESOLVED the City Council of Tremonton City, Utah hereby adopts a loan forgiveness document wherein Tremonton City is forgiving an amount due for a loan given to the Tremonton City Redevelopment Agency as attached as Exhibit "A".

FURTHER, BE IT RESOLVED that the Tremonton City Council directs the Tremonton City Finance Director to take the appropriate measures to have the City's financial statements reflect the forgiveness of the loan.

Adopted and passed by the Tremonton City Council this 29th day of March, 2016.

TREMONTON CITY
A Utah Municipal Corporation

Roger Fridal, Mayor

ATTEST:

Darlene S. Hess, City Recorder

Exhibit "A"

**A LOAN FORGIVNESS DOCUMENT WHEREIN TREMONTON
CITY IS FORGIVING AN AMOUNT DUE FOR A LOAN GIVEN
TO THE TREMONTON CITY REDEVELOPMENT AGENCY**

This **Loan Forgiveness Document** is made and entered into this ___ day of _____, 2016, by and between **Tremonton City Corporation** (hereinafter "Tremonton"), a body corporate and politic of the State of Utah and **Tremonton City Redevelopment Agency** (hereinafter "RDA"), a body corporate and politic of the State of Utah created under Section 17C-1-201, Utah Code Annotated ("UCA"). RDA and Tremonton shall individual be referred to as "Party" and collectively be referred to as "Parties".

RECITALS

WHEREAS, pursuant UCA 17C-1-101 through 17C-7-701, the RDA established the Freeway Interchange Project Area (also referred to as RDA No. 3 or 197, but hereinafter "Freeway Interchange") with the boundaries of this Project Area labeled as 197 on a map which is attached hereto as Exhibit "A"; and

WHEREAS, the Freeway Interchange is Pre-July 1, 1993 Project Area created on or around June 1, 1990; and

WHEREAS, in the early 1990's the RDA received multiple interfund loans from Tremonton's Utility Fund (hereinafter "Water Fund") as follows: \$30,000 at 4% interest; \$28,000 at 4% interest; and \$376,000 at 7.875% hereto attached as Exhibit "B" for the purpose of constructing water and sewer lines; and

WHEREAS, in 2007 there was an addition interfund loan wherein the sum of \$139,255 was borrowed by the RDA for 2000 West road improvements from the Tremonton's Water Fund; and

WHEREAS, for most of the life of the loan, the RDA was charged 7.875%, and in 2008, the interest rate was adjusted to better match market conditions as shown on Exhibit "B"; and

WHEREAS, as of February 2012, the RDA has paid back Tremonton's Water Fund \$766,736 (\$573,255 in principal and \$193,481 in interest); and

WHEREAS, as of June 30, 2015, the RDA still owned the Water Fund an amount of or in excess of \$368,990; and

WHEREAS, Tremonton has long known that the RDA's repayment of its loan as doubtful because the RDA had three obligations associated with the Freeway Interchange Project Area's tax increment in the following order of contractual priority: 1) to reimburse Tremonton City for sales tax pledges for fiber optic infrastructure in the amount of approximately \$75,605; 2) to reimburse Malt-O-Meal for sewer treatment capacity; and 3) to repay a loan to Tremonton

City's Utility Fund for the expansion of water and sewer lines necessary to serve the industrial park; and .

WHEREAS, Tremonton has disclosed that the repayment of the loan was doubtful in its annual financial statements, with a note that essentially stated that the Tremonton City Council had previously determined that the collection of the loan by the Water Fund to be doubtful, and recorded an allowance equal to the outstanding balance of \$368,900; and

WHEREAS, though Tremonton will not receive the full repayment of the loan from the RDA, the Utility Fund did receive water and sewer assets in the form of constructed water and sewer lines, and these assets generated revenue from user fees, which again was realized by the Utility Fund. (From 2007 to February of 2012, Malt-O-Meal has paid \$312,795 in water overage and \$299,265 in treatment overage); and

WHEREAS, the Tremonton City Redevelopment Agency's records indicate the first year of tax increment was 1991, and the Freeway Interchange is to be dissolved with receipt of 2015 tax increment, which is received in the Spring of 2016; and

WHEREAS, with the closure of the Freeway Interchange Project Area and the accompanied loss of receipt of tax increment, the RDA has no future ability to repay the loan to Tremonton; and

WHEREAS, Tremonton desires to grant forgiveness to the RDA for the outstanding balance in the amount of or in excess of \$368,990 owed for an interloan fund from the Water Fund.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

ARTICLE I
PURPOSE

1.01 Purpose. Tremonton desires to grant forgiveness to the RDA for the outstanding balance in the amount of or in excess of \$368,990 owed for an interloan fund from the Water Fund. The Parties collectively desire to acknowledge forgiveness of the loan, and that the contractual obligations associated with the loan have been satisfied, and hereby execute this Loan Forgiveness Document in furtherance of such purpose.

ARTICLE II
CONTRACT COMPLETION

2.01 Completion Date. The Parties hereby mutually agree the contractual terms of the loan have terminated as of March 2016 (hereinafter "Completion Date").

2.02 Free of Indebtedness. The Parties hereby agree and acknowledge the RDA is free of any pending financial obligations to Tremonton.

2.03 Terms and Conditions of the Agreements Fulfilled. The Parties hereby agree and acknowledge that all terms and conditions of the loan have been fulfilled and completed, and that the Parties have no obligations remaining to each other with regards to the loan.

2.04 Discontinuation of Tax Increment Collection. The Parties hereby agree that, following the Completion Date, Freeway Interchange shall not collect or capture any additional or new tax increment from the Freeway Interchange Project Area. Additionally, the Parties acknowledge and accept that the RDA's ability to repay the City for the interfund loan from the Water Fund was contingent upon receipt of tax increment from the Freeway Interchange Project Area.

ARTICLE III
GENERAL PROVISIONS

3.01 No Legal Entity Created. There is no separate legal entity created by this Loan Forgiveness Document.

3.02 Incorporation of Recitals and Exhibits. All recitals and exhibits attached hereto are expressly incorporated into this Loan Forgiveness Document.

3.03 Notice. Any notice provided for, or necessary due to unforeseen situations, will be deemed sufficiently given when sent by certified or registered mail to the respective address of the Parties as set forth below:

If to RDA: Tremonton City RDA Chairperson
102 South Tremont Street
Tremonton, UT 84337

If to Tremonton: Tremonton City Mayor
102 South Tremont Street
Tremonton, UT 84337

3.04 Complete Loan Forgiveness Document. Notwithstanding Article 3.09 of this Loan Forgiveness Document, this Document constitutes the complete understanding of the Parties with regards to the obligations of the Agreement. If there are additional documents, contracts, agreements, or the like relating to Freeway Interchange that are not specifically identified herein, the Parties hereby agree any additional obligations created from the documents, contracts, agreements, or the like relating to the Freeway Interchange are fulfilled.

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

3.06 Preparation of the Agreement. The Parties hereto acknowledge that they have both participated in the preparation of this Loan Forgiveness Document 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.

3.07 Authority. The signatories hereto expressly claim and acknowledge that they have authority to execute for and in behalf of the Parties hereto this Loan Forgiveness Document.

3.08 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.

3.9 Loan Forgiveness Document Amendment. The Loan Forgiveness Document may be amended as necessary, provided that any such amendment is made in writing and approved unanimously by all Parties.

[Remainder of page intentionally left blank; Signature Page to follow]

SIGNATURE PAGE

Tremonton City Corporation, a Utah Municipal Corporation

By: _____

Title: Mayor, Tremonton City

Date: _____

ATTEST:

City Recorder

Tremonton Redevelopment Agency,

A Body Corporate and Politic of the State of Utah

By: _____

Title: Chairperson of the Board of Directors

Date: _____

By: _____

Title: Executive Secretary

Date: _____

EXHIBIT "B"

Below is a Utility Loan Fund Payment Schedule that shows the loan amount, interest rate, interest incurred, and amount paid. The loan started in the early 90's and consisted of three loan amounts (\$30,000 at 4% interest; \$28,000 at 4% interest; and \$376,000 at 7.875%). In 2007 an addition amount in the sum of \$139,255 was borrowed by the RDA for 2000 West Improvements. The interest rate typically charged was 7.875 for most of the life of the loan. In 2008 the interest was adjusted to better match market conditions. The total principal amount borrowed from the Utility Fund was \$573,255. To date the RDA has paid back the Utility Fund \$766,736 (\$573,255 in principal and \$193,481 in interest).

RDA Utility Loan Fund Payment Schedule

Year	Loan Amount Due	Interest Rate	Interest Incurred	Amount Paid
2010	\$368,900.00	5	\$ 17,571.00	
2009	\$351,419.00	5	\$ 21,299.00	\$ 127,815.00
2008	\$457,935.00	5	\$ 26,680.00	\$ 134,288.00
2007*	\$565,543.00	7.875	\$ 34,666.00	\$ 83,250.00
2006	\$474,872.00	7.875	\$ 34,666.00	\$ -
2005	\$440,206.00	7.875	\$ 34,227.00	\$ 38,205.00
2004	\$444,183.00	7.875	\$ 32,426.00	\$ -
2003	\$411,758.00	7.875	\$ 39,913.00	\$ 134,975.00
2002	\$506,820.00	7.875	\$ 37,561.00	\$ 51,986.00
2001	\$521,244.00	7.875	\$ 49,182.00	\$ 195,670.00
2000	\$631,927.00	7.875	\$ 46,131.00	\$ -
1999	\$585,796.00	7.875	\$ 42,764.00	\$ -
1998	\$543,032.00	7.875	\$ 39,642.00	\$ -
1997	\$503,390.00	7.875	\$ 32,849.00	\$ -
1996	\$470,541.00	7.875	\$ 34,350.00	\$ -
1995	\$436,191.00	7.875		\$ 547.00
1994	\$436,738.00	7.875	\$ 3,348.00	\$ -
1993	\$433,390.00	7.875		
TOTAL PAID				\$ 766,736.00

*Borrowed an additional \$139,255 for 2000 West Improvements

RESOLUTION NO. 16-18

A RESOLUTION OF THE CITY COUNCIL APPROVING AN ACKNOWLEDGEMENT AND RELEASE OF CONTRACTUAL OBLIGATION FOR THE RDA'S PAYMENT OF TAX INCREMENT TO TREMONTON CITY FOR REIMBURSEMENT OF SALES TAX PLEDGES PAID FOR THE UTOPIA BOND

WHEREAS, pursuant UCA 17C-1-101 through 17C-7-701, the RDA established the Freeway Interchange Project Area (also referred to as RDA No. 3 or 197, but hereinafter "Redevelopment Agency No. 3") with the boundaries of this Project Area labeled as 197 on a map which is attached hereto as Exhibit "A"; and

WHEREAS, the Redevelopment Agency No. 3 is Pre-July 1, 1993 Project Area created on or around June 1, 1990; and

WHEREAS, the RDA's records indicate the first year of tax increment was 1991, and the Redevelopment Agency No. 3 is to dissolve with receipt of 2015 tax increment which is received in the Spring of 2016; and

WHEREAS, on or about the 3rd day of February, 2004, Tremonton and the RDA entered into an Agreement entitled "*Reimbursement Agreement between Redevelopment Agencies of Tremonton City No. 2 and No. 3 and Tremonton City*" (hereinafter Agreement) which is attached hereto as Exhibit "B"; and

WHEREAS, the Agreement states the RDA pledged \$65,615 from the Redevelopment Agency No. 2 and \$75,605 from Redevelopment Agency No. 3; and

WHEREAS, the Agreement further states the term of the pledge obligation from Redevelopment Agency No. 2 and Redevelopment Agency No. 3 was to be until the sooner of the following: 1) the RDA has the ability to pledge the tax increment terminates; or 2) they payments on the bonds for UTOPIA are completed and the contemplated by the Agreement is no longer necessary; and

WHEREAS, the Redevelopment Agency No. 2's ability to pledge extra tax increment terminated sometime before 2009; and

WHEREAS, in March of 2016, the Redevelopment Agency No. 3 remitted to Tremonton the last tax increment payment, which it received for the 2015 tax increment; and

WHEREAS, the Redevelopment Agency No. 3's ability to pledge extra tax increment has now terminated; and

WHEREAS, the Agreement states it is understood by Tremonton the RDA can make no representation to Tremonton that the portion of the anticipated tax increment monies to be received by the RDA from the Redevelopment Agency No.3 project area will be in an amount sufficient to reimburse Tremonton for the sales tax paid for the UTOPIA Bonds; and

WHEREAS, the Parties desire to acknowledge the completion of contractual obligations of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Tremonton City, Utah hereby adopts an acknowledgement and release of contractual obligation for the RDA's payment of tax increment to Tremonton City for reimbursement for sales tax pledges paid for the UTOPIA Bond as attached as Exhibit "A".

Adopted and passed by the Tremonton City Council this 29th day of March, 2016.

TREMONTON CITY
A Utah Municipal Corporation

Roger Fridal, Mayor

ATTEST:

Darlene S. Hess, City Recorder

Exhibit "A"

**DISSOLUTION DOCUMENT OF THE FREEWAY INTERCHANGE
PROJECT AREA AND RELEASE OF CONTRACTUAL OBLIGATION
FOR THE RDA'S PAYMENT OF TAX INCREMENT TO TREMONTON
CITY FOR REIMBURSEMENT FOR SALE TAX PLEDGES PAID
ASSOCIATED WITH THE UTOPIA BOND**

This **Dissolution Document of the Freeway Interchange Project Area** (hereinafter the "Dissolution Document") is made and entered into this ___ day of _____, 2016, pursuant to the provisions of Utah Code Annotated (hereinafter "UCA") 17C-1-101 through 17C-7-701, by and between **Tremonton City Redevelopment Agency** (hereinafter "RDA"), a body corporate and politic of the State of Utah created pursuant to UCA 17C-1-201, and **Tremonton City Corporation** (hereinafter "Tremonton"), a body corporate and politic of the State of Utah. RDA and Tremonton shall individual be referred to as "Party" and collectively be referred to as "Parties".

RECITALS

WHEREAS, pursuant UCA 17C-1-101 through 17C-7-701, the RDA established the Freeway Interchange Project Area (also referred to as RDA No. 3 or 197, but hereinafter "Redevelopment Agency No. 3") with the boundaries of this Project Area labeled as 197 on a map which is attached hereto as Exhibit "A"; and

WHEREAS, the Redevelopment Agency No. 3 is Pre-July 1, 1993 Project Area created on or around June 1, 1990; and

WHEREAS, the RDA's records indicate the first year of tax increment was 1991, and the Redevelopment Agency No. 3 is to dissolve with receipt of 2015 tax increment which is received in the Spring of 2016; and

WHEREAS, on or about the 3rd day of February, 2004, Tremonton and the RDA entered into an Agreement entitled "*Reimbursement Agreement between Redevelopment Agencies of Tremonton City No. 2 and No. 3 and Tremonton City*" (hereinafter Agreement) which is attached hereto as Exhibit "B"; and

WHEREAS, the Agreement states the RDA pledged \$65,615 from the Redevelopment Agency No. 2 and \$75,605 from Redevelopment Agency No. 3; and

WHEREAS, the Agreement further states the term of the pledge obligation from Redevelopment Agency No. 2 and Redevelopment Agency No. 3 was to be until the sooner of the following: 1) the RDA has the ability to pledge the tax increment terminates; or 2) they payments on the bonds for UTOPIA are completed and the contemplated by the Agreement is no longer necessary; and

WHEREAS, the Redevelopment Agency No. 2's ability to pledge extra tax increment terminated sometime before 2009; and

WHEREAS, in March of 2016, the Redevelopment Agency No. 3 remitted to Tremonton the last tax increment payment, which it received for the 2015 tax increment; and

WHEREAS, the Redevelopment Agency No. 3's ability to pledge extra tax increment has now terminated; and

WHEREAS, the Agreement states it is understood by Tremonton the RDA can make no representation to Tremonton that the portion of the anticipated tax increment monies to be received by the RDA from the Redevelopment Agency No.3 project area will be in an amount sufficient to reimburse Tremonton for the sales tax paid for the UTOPIA Bonds; and

WHEREAS, the Parties desire to acknowledge the completion of contractual obligations of the Agreement.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

ARTICLE I
PURPOSE

1.01 Purpose. The Parties collectively desire to acknowledge the completion of contractual obligations associated with the Agreement, and hereby execute this Dissolution Document in furtherance of such purpose.

ARTICLE II
CONTRACT COMPLETION

2.01 Completion Date. The Parties hereby mutually agree the contractual terms of the Agreement have terminated, as the RDA has remitted to Tremonton the 2015 increment payment in March, 2016 (hereinafter "Completion Date").

2.02 Freeway Interchange Free of Indebtedness. The Parties hereby agree and acknowledge Freeway Interchange is free of any pending financial obligations to Tremonton. The Parties further agree and acknowledge that, as of the Completion Date, the Parties have not encumbered Redevelopment Agency No. 3 with new or additional financial obligation(s), and at the Completion Date, the RDA shall be free of obligation to Tremonton.

2.03 Terms and Conditions of the Agreements Fulfilled. The Parties hereby agree and acknowledge all terms and conditions of the Agreements have been fulfilled and completed, and the Parties have no obligations remaining to each other with regards to the Agreement or payment from tax increment.

2.04 Discontinuation of Tax Increment Collection. The Parties hereby agree that, following the Completion Date, Freeway Interchange shall not collect or capture any additional or new tax increment from the Freeway Interchange. Additionally, the Parties acknowledge and

accept that the RDA and City's ability to fulfill any financial obligation to Tremonton is contingent upon the collection of tax increment from the Freeway Interchange Project Area.

ARTICLE III
GENERAL PROVISIONS

3.01 No Legal Entity Created. There is no separate legal entity created by this Dissolution Document.

3.02 Incorporation of Recitals and Exhibits. All recitals and exhibits attached hereto are expressly incorporated into this Dissolution Document.

3.03 Notice. Any notice provided for, or necessary due to unforeseen situations, will be deemed sufficiently given when sent by certified or registered mail to the respective address of the Parties as set forth below:

If to RDA: Tremonton City RDA Chairperson
102 South Tremont Street
Tremonton, UT 84337

If to Tremonton: Tremonton City Mayor
102 South Tremont Street
Tremonton, UT 84337

3.04 Complete Dissolution Document. Notwithstanding Article 3.09 of this Dissolution Document, this Document constitutes the complete understanding of the Parties with regards to the obligations of the Agreement. If there are additional documents, contracts, agreements, or the like relating to Freeway Interchange that are not specifically identified herein, the Parties hereby agree any additional obligations created from the documents, contracts, agreements, or the like relating to the Freeway Interchange are fulfilled.

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

3.06 Preparation of the Agreement. The Parties hereto acknowledge that they have both participated in the preparation of this Dissolution Document 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.

3.07 Authority. The signatories hereto expressly claim and acknowledge that they have authority to execute for and in behalf of the Parties hereto this Dissolution Document.

3.08 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.

3.9 Dissolution Document Amendment. The Dissolution Document may be amended as necessary, provided that any such amendment is made in writing and approved unanimously by all Parties.

[Remainder of page intentionally left blank; Signature Page to follow]

SIGNATURE PAGE

Tremonton Redevelopment Agency,

A Body Corporate and Politic of the State of Utah

By: _____

Title: Chairperson of the Board of Directors

Date: _____

By: _____

Title: Executive Secretary

Date: _____

Tremonton City Corporation, a Utah Municipal Corporation

By: _____

Title: Mayor, Tremonton City

Date: _____

ATTEST:

City Recorder

EXHIBIT "B"

**REIMBURSEMENT AGREEMENT BETWEEN REDEVELOPMENT AGENCIES OF
TREMONTON CITY, NO. 2 AND NO. 3 AND TREMONTON CITY**

This Reimbursement Agreement (the "Agreement"), is entered into as of this 3rd day of February, 2004 by and between the Redevelopment Agencies of Tremonton City, No.'s 2 and 3 governmental entities organized under the laws of the State of Utah (the "Agencies"), and Tremonton City, a Utah Municipal Corporation (the "City").

RECITALS

- A. The City, together with a number of other cities and towns in the northern part of Utah have created an interlocal cooperative pursuant to an Interlocal Cooperative Agreement which is between the Utah Telecommunication Open Infrastructure Agency ("UTOPIA") and the municipal entities (Tremonton City being one of them) which are a part of said Cooperative; which Cooperative expects to issue a series or multiple series of bonds or other forms of indebtedness ("The Bonds") to finance, among other things, the acquisition, construction, and equipping the operation of a network providing high-speed broadband voice, video and data access to residents of the members of UTOPIA on a wholesale basis (The "Network").
- B. It is expected that the revenues derived from the operation of UTOPIA will be sufficient to make the necessary payments which are required to retire the indebtedness represented by the series or multiple series of bonds or other forms of indebtedness issued by UTOPIA to finance the necessary components of UTOPIA, all as more specifically set forth in Recital A above.
- C. In the event that the revenues of UTOPIA are periodically not sufficient to make the annual payments on the bonds, each city, town, or other participant in UTOPIA, will be expected to pay their proportionate share of the deficiency in the amount necessary to make the annual payment due on the bond, so as not to default on the bond.
- D. The City has a two step plan to insure that it meets its obligations to UTOPIA. The first being a pledge of the City Sales and Use Tax Revenues pursuant to a Pledge Agreement between the City and UTOPIA, in order that the City may meet its proportionate obligation of the funds necessary for it to make all or a portion of its proportionate share of the amount due in order to make the annual payment on the bonds which the participants in UTOPIA have pledged to do. The City's proportionate share of each annual payment on the bonds' repayment amount equals \$253,474.00.
- E. At the time this Agreement is executed, it has been determined that there are sufficient funds at the City's disposal as tax increment funds, so that the said Redevelopment Agencies No. 2 and No. 3 can pledge a minimum of \$65,615.00 from Redevelopment Agency No. 2 and \$75,605.00 from Redevelopment Agency No. 3, for a total of \$141,220.00, per year. It is not anticipated that the City's sales tax will be necessary in order for the City to meet its proportionate obligation in making the annual payment due

on the bonds, as the conservative studies completed would indicate that the UTOPIA project, once completed and available for use, will generate more than sufficient revenue in order to make all payments due in order to retire the indebtedness represented by the bonds. Nevertheless, the provisions outlined in this agreement have been arranged, drafted and executed by all parties of interest in order to have the necessary funds available should they be necessary.

- F. Appropriate project area budgets have been adopted by the two Agencies referred to and both Agencies are "pre-July 1, 1993 project area plans" as defined in the Utah Neighborhood Development Act (the "Act") now known as the Redevelopment Agencies Act; and the project area budgets have been adopted by the respective Agencies and allow for the use of the tax increment funds as herein contemplated.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, the Agencies and the City hereby agree as follows:

1. RECITALS

1.01 The Recitals set forth above are hereby incorporated by reference as a part of this Agreement.

2. OBLIGATION OF THE AGENCIES TO PAY THE CITY TAX INCREMENT MONIES.

2.01 During the first two years of this Agreement, they being tax years 2004 - 2005 and 2005 - 2006, the UTOPIA bonds' repayment arrangements are such that the City will not be obligated to subsidize with the Sales Tax Pledge; however, the City agrees that it will place into an interest bearing account the minimum sum of \$141,220.00 in the first year. In the second year, the City agrees to place as much of the \$141,220.00, available in said second year, into the same interest bearing reserve account in order that one full annual payment in the amount of \$253,474.00 will be set aside as a reserve account for the payment of all or a part of the amount necessary to reimburse the City for any sales tax it may have had to advance to meet its proportionate obligation of payments on the bonds through the use of its sales taxes, during the third tax increment year and thereafter.

2.02 In the event that the reserve account must be drawn upon in order for the City to meet its proportionate obligation on the Bonds and to be reimbursed for any sales tax that is used to make such proportionate share of its payment on the bonds, then the City shall have the option of withdrawing sufficient funds to repay the City from the said reserve account or the City may make payment directly from the extra tax increment funds available for this purpose as spelled forth in this document. It is intended, however, that there will be a reserve account in the amount of \$253,474.00 in an interest bearing reserve account, and any money withdrawn will be replaced as tax increment monies are available.

3. DURATION OF THE PLEDGE OF TAX INCREMENT FUNDS AS HEREIN STATED

3.01 The Agencies agree to continue with the arrangement as spelled forth in this document until the sooner of the following; first, its ability to so pledge the extra tax increment

terminates; or second, the payments on the bonds for UTOPIA are completed and the pledge contemplated by this Agreement is no longer necessary.

3.02 It has been discussed between the parties and is understood by the City that the Agencies can make no representation to the City or any other party that the portion of the anticipated tax increment monies to be received by the Agencies from the project areas in any tax increment year and paid to the Agencies as the Tax Increment Subsidy, will be in an amount sufficient to reimburse the City for the sales tax advanced in order to meet the City's obligation to pay a prorated share of the payments due on the bonds for a particular year. The City has not computed, nor can it compute the exact amount of the anticipated tax increment subsidy which may be available from the project areas for all tax increment years to make the payments as contemplated by this Agreement. It may be that in one year or more than one year, the tax increment will be less than anticipated; and that in other years the tax increment shall be more than anticipated by this Agreement. The Agencies agree to work with the City in making such payments as are necessary, and they are all in the tax year in which they are incurred, if at all possible; but if not, then the Agencies hereby pledge to make the City whole by making extra payments in future years, when more tax increment monies are available in order that a balance in the accounts can be achieved just as soon as possible. It is understood that no more than \$141,220.00 can be paid in any one year, unless the available tax increment excess is greater. In this regard, the tax increment payments shall be made, without interest, on an annual basis as described above up to the Maximum Amount.

4. PROHIBITION AGAINST ASSIGNMENT.

4.01 Neither the City, nor the Agencies may assign any right, claim, or interest it may have under this Agreement.

5. THE SEVERABILITY CLAUSE.

5.01 In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a Court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses, applications or occurrences, and this Agreement is expressly declared to be severable.

6. COMPLETE AGREEMENT.

6.01 The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

7. AMENDMENT.

7.01 This Agreement may be amended at any time by the written approval of all current parties signatory to it.

8. GOVERNING LAW.

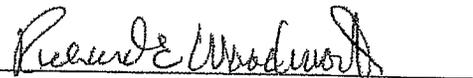
8.01 This Agreement shall be governed according to the laws of the state of Utah.

IN WITNESS WHEREOF, the Agencies and the City have caused this Agreement to be duly executed on their behalf as of the date and year first written above.

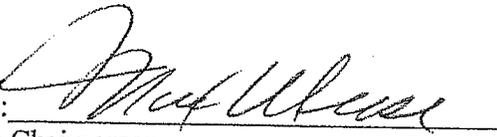
AGENCIES:

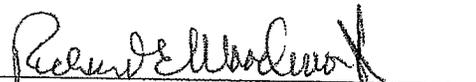
REDEVELOPMENT AGENCY OF TREMONTON CITY, NO. 2

By: 
Its: Chairperson

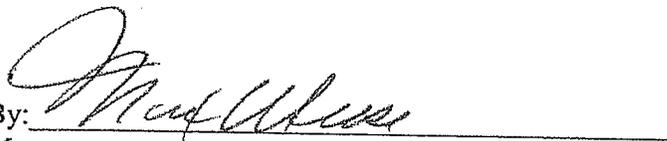
By: 
Its: Executive Director

REDEVELOPMENT AGENCY OF TREMONTON CITY, NO. 3

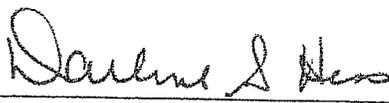
By: 
Its: Chairperson

By: 
Its: Executive Director

CITY: TREMONTON CITY, A UTAH MUNICIPAL CORPORATION

By: 
Mayor

ATTEST:


City Recorder

