



**Tremonton City Corporation
City Council Meeting
June 7, 2016
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

AMENDED AGENDA

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

1. Opening Ceremony
2. **CLOSED SESSIONS:**
 - a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms*
 - b. *Strategy session to discuss pending or reasonably imminent litigation*
3. Introduction of guests
4. Approval of agenda
5. Approval of minutes – May 17, 2016
6. Public comments: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
7. New Council Business:
 - a. Discussion and consideration of approving ambulance write-offs for non collectable accounts as bad debt
 - b. Discussion and consideration of approving utility write-offs for non collectable accounts as bad debt
 - c. Discussion and consideration of adopting Resolution No. 16- 28 approving a land acquisition agreement between Tremonton City and T L Johnson Services, LLC for the City's purchasing of land for the future development of a minor arterial road that connects 2300 West to 1000 North
 - d. Discussion and consideration of adopting Resolution No. 16-29 approving a land acquisition agreement between Tremonton City and King Five, LLC, for the City's purchasing of land for the future extension of 480 West connecting to Main Street
 - e. Discussion and consideration of adopting Resolution No. 16-30 approving an amendment to Resolution No. 10-15 amending a professional Services Agreement between Tremonton City and DellRay Anderson, M.D. to serve as the Emergency Medical Services Director

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

9. 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, June 3, 2016 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after June 3, 2016.

Darlene S. Hess, RECORDER

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING May 17, 2016

Members Present:

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

CITY COUNCIL WORKSHOP

Mayor Fridal called the May 17, 2016 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 Reese, Rohde, and Vance, City Manager Shawn Warnke, and Recorder Darlene S. Hess. The following Department Head was present: Police Chief David Nance. Councilmembers Doutre and Holmgren were excused.

Items were discussed out of order.

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

The Council reviewed the May 17, 2016 Agenda with the following items being discussed in more detail:

Mayor Fridal asked the Council if they had any questions regarding the Agenda. The Council noted they had discussed the items on the Agenda previously. Mayor Fridal would like to discuss Economic Development.

2. Presentation regarding progress made on Main Street Revitalization

Manager Warnke spoke about the Sustainable Design Assistance Team (SDAT) that came and helped with Main Street planning. He noted he will be in Vernal this Friday for the Utah Chapter of the American Planning Association Conference where he will be presenting.

The American Institute of Architects (AIA) donated their time to organize a multi-disciplinary team of professionals to come and do a Main Street plan. There were urban design specialists, landscape architect, someone familiar with Main Street economics, an

Draft Minutes

architect, and a graphic artist. The City contributed \$5K to AIA for some of the hard costs for the team travel such as airfare, lodging, and per diem.

There was a preliminary visit with the team leader, who was an architect. The team came to Tremonton for three (3) days. There was a picnic in the park with the public which had a good turnout. The team asked the public their thoughts about Main Street. The public and specific individuals were invited to workshops the next day. The team then created a great vision for Main Street to work toward.

The team spoke about an entryway into Tremonton and noted the bridge on Main Street with green space would be a good gateway. Councilmember Rohde wondered if the Malad River could be utilized.

If the Malad River Trail plan is realized, it would be perfect to have a trail go underneath the bridge. The bridge is a good spot for a gateway. Manager Warnke will present a few ideas regarding the bridge and open space in the future. Councilmember Vance asked if the Community Development Area (CDA) starts at the stoplight and goes west. Manager Warnke confirmed it does and does not include the bridge. He approached Zions Bank in the past about a specific project and Zions Bank thought another project would be a better fit. The City could look to grants to make something happen with this gateway.

SDAT team recommended that Tremonton do the following:

- Get the residents involved
- Do branding we could build upon
- Create partnerships
- Look for easy wins
- Look for public realm enhancements
- Drive development on Main Street catalyst site
- Play up visitor economy (tours, events)

The City created the Main Street Mix that was a public body where people could self appoint. It had good participation but they relied on City staff to facilitate. It was not very effective and ultimately City Staff did things to move the effort forward.

When the City pursued branding, the cost was \$65K. Councilmember Rohde wondered if the City should revisit branding as things have changed.

Different entities have been partnered with the City on Main Street issues such as EDC Utah, Utah Heritage Foundation, Box Elder County, and other individuals and companies from the private sector have helped with grants. The City has received financial and technical support from the different entities.

Draft Minutes

There were several things the City did quickly and easily. SDAT found neglect of streetscape on Main Street. Property owners were asked to maintain their portion of Main Street but it wasn't always maintained. The City budgeted for a seasonal employee, which was money well spent, and some of the issues went away. The Main Street Maintenance Worker cleaned debris, pulled weeds, and did general upkeep. Mayor Fridal noted it looks good.

The City put a note on utility poles stating that snipe signs such as garage sales signs are not allowed on Main Street. Code enforcement has also helped improve Main Street. Some trees have been removed that improved the appearance.

Another gateway corridor, although not on Main Street, has been improved by removing the sight obscuring fencing with a non-sight obscuring fence that provides views of the golf course from the road. Councilmember Reese noted several people have complimented how nice it looks.

The streetscape has been cleaned up. The Public Works Department removed clutter such as utility poles, directional signage, and things that were not necessary on Main Street. They did a great job helping with the projects.

The City participated in removing two signs on private property. One was a safety issue as it blocked clear vision at the intersection of 400 West and Main Street and the other was a tower by 1000 West and Main Street. Councilmember Reese noted that you forget how miserable something was once it has been removed and it looks nice.

There were several spots where the sidewalk ended and weeds grew between it and the property line. Manager Warnke called those areas nuisance strips. The Public Works Department poured concrete in some of the nuisance strips. Mayor Fridal commented how a little concrete can make such a difference in making it look better. Manager Warnke noted there are a few more areas that will be worked on. The larger sidewalk areas created when nuisance strips are concreted is a good thing for downtown.

Another quick fix is some streetlights have been painted black. The City has a new standard for streetlights on Main Street. Manager Warnke would recommend the City installs streetlights in the near future and noted they are not that expensive. Councilmember Reese would like to see them installed this year. Councilmember Vance wondered if the City will put in new sidewalks when they put up new streetlights so it does not have to dig twice.

Manager Warnke spoke about the public art in the City that has received a lot of recognition. The City received Best of State for the overall public art collection.

The City has done work to develop trails that will feed into Main Street. The trails should be an important amenity as time goes by.

Draft Minutes

The catalyst site is at the heart of the SDAT recommendations. It is the greatest promise to help turn around Main Street. The Council helped create a project area that centered on the potential increase in taxable value from Tremont Center. The street front has been developed and the canal is disappearing. There are many improvements that accompany that frontage. It can provide revenue to the Tremont City Redevelopment Agency the rest of the project area to address streetscape issues such as streetlights, planters, and façade improvement. People tell Mayor Fridal daily how nice the canal looks now it is buried.

SDAT identified another catalyst site on the other side of the fairgrounds by O'Reily and Maverik. The City should try to do the same type of thing when that comes in and hopefully the taxing entities will support it. Councilmember Rohde would like to see the City acquire the old gas station across from the fairgrounds and tear it down and put up a nice sign for Tremont City and make it a gateway into the City.

It was also suggested to create events that will draw people from out of town and bring people back to the downtown area. The Tour of Utah drew people from out of the area into Tremont. Marc Christensen and Zach LeFevre work on having different tournaments come that bring people into Tremont. The fairgrounds also do a great job of attracting events to their facility. The City moved Tremont City Days to the downtown area.

Shuman Park has had electrical improvements that will accommodate events that require electrical outlets for booths and vendors. Councilmember Reese remarked that the splash pad is always full. There has been a lot of work renovating the fields at North Park.

The SDAT created the vision and momentum. There was legitimacy created by having a plan to show the taxing entities when requesting support for Tremont City Redevelopment Agency to receive tax increment. The Main Street Plan raised community awareness. There have been several planning spin-off efforts associated with the Main Street Plan such the Tremont Center Project Area Plan and the architectural inventory.

The City and the Bear River Association of Governments has done a parking analysis. UDOT will be doing a pedestrian study to look at making Main Street safer for pedestrians. Work has been done on Master Transportation Corridors and Main Street Access Management. Box Elder County has been approached for transportation corridor funds.

Some improvements were completed before the SDAT that greatly improved Main Street. The splash pad is one example as well as the work done at the railroad crossing. The fairgrounds invested money and did a great job turning the frontage around. The infrastructure has been put underground for streetlights and there are five or six bases that

Draft Minutes

have been set for the streetlights. The fairgrounds will match the streetlights the City has adopted for Main Street.

We want private investment to occur. There are businesses that made improvements to their building like Domino's, El Parral, Kent's, The Grille, and Archibald Tire Pros. The hope is it will be a catalyst for private individuals to invest in new property or reinvest in existing property.

SDAT suggested we work toward preserving and restoring the architecture on Main Street. They provided simple store design guidelines that may need to be codified in the future. It was proposed that the City have a façade improvement grants. The storefronts should be restored as we would not want incompatible architecture. Councilmember Reese stated the old Darrel's building would look cool if it was revitalized.

If the metal was removed from some of the old buildings on Main Street, it would not cost a lot but would restore some of the historic architecture. We do not know what is under the metal but it could be glazing. SDAT showed an example of what some buildings could look like if the buildings were returned to their original facades.

The Utah Heritage Foundation participated in SDAT and featured the old church across from Shuman Park in the architecture preservation conference and Jay's sign. This is evidence that Tremonton has great architectural assets worthy of preserving.

Some of the next steps include:

- Continuing with Public Art
- Improving gateways and entryway
- Wayfinding (people getting off I-84 do not know there is more to town)
- Ways to improve and enhance Midland Square
- More specific streetscape plans – streetlights, planter, pedestrian amenities
- Trails into Main Street
- Façade grants
- CLG (Certified Local Government) for Historic Preservation Funds

Councilmember Vance said the SDAT was good and gave the City an idea. The City has \$2M coming from the CDA but the City needs to decide how to use that money and prioritize. Will the funds be used to create parking or changing façade? There should be a detailed plan showing exactly what will be done with each block.

Manager Warnke noted the SDAT was a visioning document and illustrated great principles. Councilmember Vance stated owners and merchants should be contacted and assembled together to gather their input. Manager Warnke said progress is made when something is put down on paper and it was his opinion that there could be several different streetscapes created and shown to business owners. Then business owners can

Draft Minutes

review and say whether they like it or not. Councilmember Reese and Mayor Fridal would like the City to come up with a plan and present to the businesses downtown. Councilmember Vance owns buildings on Main Street and the City wanted to change things up in the past. There was no benefit to him. The City should get input before coming up with a plan.

Councilmember Rohde also owns a building on Main Street. He would like to know the City's plans for Main Street as it will determine some of the remodels he would like to do. The decisions need to be made so he knows what direction to go. There should be clear goals.

Councilmember Vance noted it would cost quite a bit to buy a building, knock it down, and put in parking. Would there be money left to help businesses with façade? Councilmember Rohde stated he does not mind putting some money into his business to fix it up. It would be nice to put in streetlights and fix the walkways for pedestrians. Councilmember Vance said it should be a priority to put in new cement with color and design and let owners know what the City will be doing to help.

Mayor Fridal thinks they are both good ideas. In his experience, it will be hard to get business owners together and willing to invest anything. Councilmember Vance stated it was presented to owners in the past as something they were told to do. Mayor Fridal would like to have a plan to present to business owners for input. He would like there to be façade grants that are a match and there should be a plan that would beautify Main Street. Every business owner he talked to does not like the trees on Main Street. The trees may need to come out.

Manager Warnke suggested the City come up with a few different scenarios and engage a professional to help. It would be good to have three (3) different renditions to show business owners. Councilmember Vance liked that idea. Councilmember Rohde commented it must include a decision regarding planters, conduit, etc.

Councilmember Vance asked about the Parking Lot Analysis. Manager Warnke noted there was an inventory prepared based on parking standards of today. Main Street was built pre-automobile. Parking should be addressed as part of the overall plan for Main Street. It would be good to review parking once Greer's moves to Tremont Center. It was noted that the Tremont City Redevelopment Agency's ability to collect tax increment is for a fifteen (15) year period. Councilmember Vance stated parking will take a bulk of the money.

Mayor Fridal said parking is an issue on Main Street. If we want businesses to come to Main Street, parking must be considered. If a business wants to come in where Greer's is currently located, there is no significant parking. People perceive they have to walk a long ways from parking downtown on Main Street. Mayor Fridal has a copy of the

Draft Minutes

parking study BRAG prepared. Manager Warnke noted it was more of an inventory done about six (6) months ago. It had some shortfalls but helped identify some of the issues.

Manager Warnke would recommend the City consider Roger Brooks who specializes in downtown, tourism, and branding. Mr. Brooks has been engaged by the Utah Office of Tourism to help counties develop main streets and economic growth. They will pay for half the costs if the City hires Mr. Brooks to do an analysis. The price will depend on the scope of work. Manager Warnke is impressed with Mr. Roger Brooks' insights. It is hard to ask property owners to make changes when there is no monetary help. The City will have the money to partner.

Councilmember Vance said it would help if the City made an offer to partner with business owners and help with the expenses. Councilmember Reese said it would help Main Street even if there is not 100% participation. The Council would like Manager Warnke to pursue Mr. Brooks and see what his fees would be.

Manager Warnke remarked the City can apply for CIB (Community Impact Board) grants. The City received a \$20K matching grant that helped pay for SDAT and Transportation Planning on Main Street. Potentially, the City could receive funds to help plan specific streetscapes. Mayor Fridal would like to head that direction. Councilmember Vance noted it is good to go after that type of money. He is glad the CDA is organized and put together. It would be nice to anticipate when there will be excess money. The tax proceeds will come quicker than anticipated and it will be important to have a game plan before the money starts coming in.

3. Economic Development Discussion - Mayor Fridal

This item was not discussed.

The meeting adjourned at 6:58 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Fridal called the May 17, 2016 City Council Meeting to order at 7:03 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 Reese, Rohde, and Vance, City Manager Shawn Warnke, and Recorder Darlene S. Hess. The following Department Head was present: Police Chief David Nance. Councilmembers Doutre and Holmgren were 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

Draft Minutes

was offered by Manager Warnke and the Pledge of Allegiance was led by Councilmember Reese.

2. Introduction of guests:

Mayor Fridal welcomed Kevin Christensen from the Bear River Health Department, and Denise House and Mark Johnson with GBS Benefits.

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 May 17, 2016. Motion seconded by Councilmember Vance. Vote: Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

4. Approval of minutes – May 3, 2016:

Mayor Fridal asked if there were any changes to the minutes. Councilmember Rohde identified one correction.

Motion by Councilmember Vance to approve the minutes of May 3, 2016 with one correction. Motion seconded by Councilmember Rohde. Vote: Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

5. Public comments: Comments limited to three minutes:

There were no public comments.

6. New Council Business:

a. Discussion and consideration of approving the April Warrant Register

Motion by Councilmember Reese to approve the April Warrant Register. Motion seconded by Councilmember Vance. Vote: Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

b. Discussion and consideration of approving the April Financial Report

Motion by Councilmember Vance to approve the April Financial Statement. Motion seconded by Councilmember Reese. Vote: Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

c. Discussion and consideration of adopting Resolution No. 16-07 adopting a

Draft Minutes

revised Tremonton City Logo

Councilmember Rohde would like to have color in the logo. There should be a mono color logo and a colorful logo to be used on the website. He likes the logo but would like the logo to have color so it is not boring. Maybe they should discuss branding again.

Mayor Fridal stated that Councilmember Holmgren had someone from Utah State University help create the logo. They added the wheat to represent the community which was good. Mayor Fridal is not opposed to having color. Councilmember Rohde would like color to give it a little pizzazz. Mayor Fridal noted that Councilmember Holmgren is okay with the change in the logo.

Manager Warnke said the resolution may need to be reworded because it specifically states the logo will be blue. Councilmember Rohde likes the proposed logo but would like a second one that will have color.

Motion by Councilmember Rohde to adopt our current logo that is being presented. I would like us to also come up with a secondary logo that has some color. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Rohde - aye, Councilmember Reese - nay, and Councilmember Vance - aye. Motion approved. Councilmember Reese thinks Councilmember Holmgren should have been present to give his say.

- d. Discussion and consideration of adopting Resolution No 16-26 selecting health insurance carriers and defining the City contribution for Health Insurance Employee Benefits for the 2016- 2017 Fiscal Year

Manager Warnke stated GBS is here to walk us through the renewal. Resolution No. 16-26 formalizes the recommendation of the group as it relates to renewals. It also defines the City's contribution which has typically been 90% of the premium cost. The City also offers a high deductible plan with a HSA (Health Savings Account) Plan with the City contributing \$1,300 for single, \$1,900 for employee and spouse or employee and children, and \$2,400 for family.

Health - Mark Johnson from GBS thanked the Council for allowing them to attend and present the employee benefits. GBS has a healthcare reform attorney that keeps them up to speed on the Affordable Health Care Act (ACA) and the areas clients are required to be compliant. They have worked to allow Mayors and Councilmembers to continue with healthcare. Groups with less than fifty (50) eligible employees are not allowed to provide benefits to employees that are not actively at work for thirty (30) or more hours. The current carrier posed a problem. GBS looked for options that would be accommodating to continue provide benefits to the Mayor and Council.

GBS found a self-funded or modified self-funded plan also called a level-funded plan. It has the chassis of a self-funded plan but functions like a fully insured plan. They looked at PEHP, Cigna, and EMI Health. PEHP came in at 8.5% increase, Cigna at 6.9% increase, and SelectHeath at 21.5% increase.

Draft Minutes

SelectHealth would not be able to provide coverage for the Mayor and Council and they had a significant increase.

Cigna, PEHP, and EMI Health are on a modified self-funding platform which allows people who work under thirty (30) hours a week to be on the plan.

The most competitive quote came from Cigna who also offers a bundling discount. If dental is included they take an additional 2% off the medical rate for a total of 4.9% increase.

Along with the increase, SelectHealth also made changes to the plan. Cigna pretty much matched benefit for benefit to the existing plan. There are a couple of enhancements. The pharmacy is a better benefit and the emergency room would be a better benefit because it is copay that is not subject to the deductible like with SelectHealth. The network is a little different because of the Rural Health Care Act. The plan will accommodate Brigham City Hospital, Bear River Valley Hospital, Logan Specialty Hospital, and the Logan Regional Hospital. SelectHealth only allowed Bear River Valley Hospital and Logan Regional Hospital. Cigna also accommodates Ogden Regional but not McKay Dee Hospital or physicians with practicing privileges at those facilities.

In Salt Lake it would accommodate the University of Utah, Salt Lake Regional, St. Marks, and a number of hospitals on the West but would not accommodate LDS or Intermountain Regional.

Dental – Mr. Johnson noted the current dental carrier, EMI, came out with an 8% increase. The lowest priced dental carrier was Guardian with a minus or \$4K discount but with the bundling discount, Cigna results in a minus \$10K.

Life – The City currently uses Lincoln who came in with no increase. They provide basic Life AD & D. The voluntary life came in at the same rate. Disability had no change.

Vision – Currently the City uses Opticare of Utah. It is a fairly nominal priced product. They have held their rates for quite some time and now have to make a big catch up with a 29% increase. The most competitive price that matches the current plan is EyeMed with a 4.78% increase and they gave a four (4) year rate guarantee.

Councilmember Rohde asked how EyeMed will affect the local provider. Dr. Lynn Purcell is the only eye care provider in town and he would hate to see him cut out of the loop. Dr. Purcell will be covered under EyeMed. Mr. Johnson noted that EyeMed has an in-network and out-of-network and noted it functions different than medical. Sometimes it costs less if you go out of network and there is flexibility. Contact lenses are the same price for in or out-of-network.

Councilmember Reese told GBS they did good work. Councilmember Rohde will be declaring a conflict of interest. He noted that usually with a hospital transfer they are sent to McKay Dee Hospital. They need a good campaign to tell the

Draft Minutes

local hospital which hospital to transfer them to so it will be covered. Mr. Johnson noted when a new carrier comes in and it lapses into the new contract, they will get a transition of care and continue to cover the individual at the facility they are at. Going forward we want to educate folks as to who is in network and who is not.

Manager Warnke stated open enrollment is scheduled for June 1, 2016. Denise House said she usually handles education for employees and she has noted that and will make sure they are educated. Councilmember Rohde stated individuals need to tell the hospital which facilities are covered under their insurance. Mr. Johnson said emergency room visits are paid as in-network whether they are in-network or out-of-network. The patient should be taken to the nearest health care facility to be stabilized then it is determined if the patient can be moved.

Motion by Councilmember Reese to adopt Resolution No. 16-26.

Councilmember Rohde would like the public to know the City is not choosing this plan so the Mayor and Council can have insurance. It was chosen because it is an economic plan that will be good for the employees of Tremonton. Mr. Johnson stated the difference between the two plans is a \$111K increase for SelectHeath versus a \$25K increase for Cigna. Mayor Fridal asked if Cigna is high quality insurance. Mr. Johnson confirmed it is good and noted Box Elder School District and Box Elder County are with Cigna. Ms. House noted Box Elder County has been with Cigna going on two (2) years now. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Reese - aye, Councilmember Vance - aye, Councilmember Rohde – abstain (he declared a conflict of interest), and Mayor Fridal – aye. Motion approved. The Mayor and Council thanked GBS for their time and for coming to City Council.

- e. Discussion and consideration of adopting Resolution No. 16-27 creating a Transportation Capacity Capital Project Fund 42

Manager Warnke stated that transportation will become a bigger issue as the City grows. There is not a dedicated source of revenue for transportation. There was a proposition put before the voters last election for a sales tax increase which did not pass. Another source of revenue is Transportation Impact Fees which have not been enacted.

It was suggested to set up a separate Capital Projects Fund and consider transferring reserves at the end of the year specifically for transportation projects that add capacity. Some roads in the City are inadequate such as 2300 West and 1000 North. There are also corridors that can be improved. The funds will not be enough to cover the large projects but it is a start in the right direction.

The City is working on getting a transportation corridor that will connect into 2300 West that would be the start of a minor arterial road. The City's participation in constructing roads depends upon what traffic volumes a development is generating. For example, if a development does not generate traffic volumes for arterial road and the City feels that the long term development of the City requires a minor arterial road then, the City would then need to pay a

Draft Minutes

portion of the costs. The City may exact improvements that meet the following test: 1) a legitimate government purpose and 2) rough proportionality. The City should set money aside to use toward transportation projects.

Councilmember Vance asked where the funds would be coming from. Manager Warnke said the funds would come from the surplus the City hopes to have every year end. The surplus is typically transferred to these three (3) Capital Projects Funds. Councilmember Reese stated the transfer would be for bookkeeping. Manager Warnke stated this would earmark the funds specifically for this use. This would make it a little clearer what the funds would be used for.

Mayor Fridal stated it would allow the Council the ability to determine how much money goes there. Manager Warnke explained that a percentage is usually used because there is no way to determine how much will be available at year end. The Council can also transfer funds at a future date. Councilmember Vance noted there are so many sites identified; the Council should make movements toward it.

Motion by Councilmember Vance to adopt Resolution No. 16-27 creating a Transportation Capacity Capital Project Fund 42. Motion seconded by Councilmember Reese. Roll Call Vote: Councilmember Rohde - aye, Councilmember Reese - aye, and Councilmember Vance - aye. Motion approved.

- f. Discussion and consideration of adopting Ordinance No. 16-13 dissolving the Freeway Interchange Project Area

Councilmember Reese noted this item has already been discussed.

Motion by Councilmember Rohde to adopt Ordinance No. 16-13. Motion seconded by Councilmember Reese. Roll Call Vote: Councilmember Rohde - aye, Councilmember Reese - aye, and Councilmember Vance - aye. Motion approved.

7. Comments:

- a. Administration/City Manager Advice and Consent.
 - 1) Nothing to discuss

- b. Council Reports:

Mayor Fridal reported the Council will be helping plant flowers in pots on Main Street. Mayor Fridal wondered if the Council could meet Monday at 4:30 p.m. Councilmember Holmgren and Doutré will need to be contacted regarding the time. Councilmember Holmgren will be reserving the plants. The Council will be contacted with the location to meet. Councilmember Reese thought it would be cool to bring spouses. Mayor Fridal said planting flowers shows that the Council is doing something creative with the City. Councilmember Reese noted the women would make the flower pots look good. Councilmember Holmgren has the pots that were used last year and some horse troughs to try out this year.

Draft Minutes

Mayor Fridal will contact Councilmember Holmgren with the details for the time.

Motion by Councilmember Reese to move into Closed Session. Motion seconded by Councilmember Vance. Vote: Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

The Council moved into closed session at 7:41 p.m.

8. **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*

Motion by Councilmember Reese to return to Open Session. Motion seconded by Councilmember Rohde. Vote: Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

The Council moved to open session at 7:53 p.m.

9. Adjournment.

Motion by Councilmember Reese to adjourn the meeting. Motion seconded by Councilmember Rohde. Vote: Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

The meeting adjourned at 7:54 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 _____, 2016.

Darlene S. Hess, Recorder

**TREMONTON CITY
CITY COUNCIL MEETING
JUNE 7, 2016**

TITLE:	Discussion and consideration of ambulance write-off's for non collectable accounts as bad debt
FISCAL IMPACT:	Accounts as Bad Debt - \$76,961.22 These are from June 2015 to May 2016
PRESENTER:	Sharri Oyler

<p>Prepared By:</p> <p>Sharri Oyler</p>

RECOMMENDATION:

The recommendation is to write off (as bad debt) the old non collectable accounts that have been sent to collections and other non collectable accounts in the amount of \$76,961.22.

BACKGROUND:

Each year the City Council needs to formally write-off old uncollectable ambulance accounts as bad debt. Most of these accounts have been sent to Checknet or Express Recovery which are our collection companies. The City has not received any money on these accounts. At this point the City is not optimistic that any revenue will be realized from these accounts; although, Checknet and Express Recovery will continue to try to collect on these accounts.

For your information Staff has already recognized \$16,802.22 of bad debt attributed to either bankruptcy or death. Additionally staff has already recognized \$453.34 of bad debt attributed to employee benefits. This is in accordance with policies adopted by the City Council. Per Resolution #10-37 and by law the bankruptcy accounts are reduced by 100%. Per Resolution #10-37, the deceased accounts are reduced by 100%. Per City Personnel Policy and Procedures, Section 16.7 – employee ambulance accounts are reduced by a 100% after the primary and secondary insurance has paid their proportionate share.

Attachments: Copy of the write offs

Ambulance Write Offs July 2015 - May 2016

City Council - 6-7-2016

Acct #	Name	City/State	Date of Service	Amount	Notes
9402.00	Alderin, Jared	Dickinson/ND	3/16/2014	\$ 791.04	Collections - Nov. 2014
9729.00	Allen, Haley	Fielding/UT	10/5/2014	\$ 3,324.53	SC - Bad Address - September 2015
9651.00	Arreola, Maria	Las Vegas/NV	8/13/2014	\$ 979.11	Express - April 2015
9397.00	Benik, Devin	Hetland/SD	3/29/2014	\$ 870.00	Collections - May 2015
9391.00	Borup, Evelyn	Tremonton/UT	3/30/2014	\$ 865.00	Old Medicare - No Payment
8619.00	Bosley, Kevin	Brigham City/UT	11/29/2012	\$ 813.88	Express - September 2014
9274.00	Bradshaw, Brian	Tremonton/UT	11/26/2013	\$ 830.27	Express - May 2014
8766.00	Brown, Fred	Augusta/GA	2/9/2013	\$ 1,416.62	Express - April 2015
10265.00	Chen, Xiaoyan	China	6/25/2015	\$ 2,348.25	Collections - December 2015
8969.00	Davie, Thomas	Tremonton/UT	7/14/2013	\$ 2,114.30	Old Veterans
10082.00	Degarmo, Mark	Napa/CA	3/30/2015	\$ 964.95	Collections - July 2015
10080.00	Dugan, Melodi	Oregon City/OR	3/25/2015	\$ 2,363.07	Collections - Sept. 2015
9743.00	Elmer, Jerrit	Blackfoot/ID	10/11/2014	\$ 870.00	Collections - Sept. 2015
9263.00	Estrada, Ana	Logan/UT	1/7/2014	\$ 2,345.42	Collections - April 2015
8332.00	Flores, Jenny	Garland/UT	5/29/2012	\$ 824.90	Express - October 2014
8333.00	Flores, Jenny	Garland/UT	5/29/2012	\$ 1,622.14	Express - October 2014
9101.00	Garza, Homer	Tremonton/UT	9/11/2013	\$ 895.91	Collections - September 2015
9980.00	Gomez, Victor	Tremonton/UT	3/2/2015	\$ 185.63	Collections - September 2015
8664.00	Gonzalez, Amalia	Tremonton/UT	12/28/2012	\$ 815.15	Checknet - June 2014
7525.00	Grunig, Robert	Fielding/UT	1/8/2011	\$ 2,047.38	Collections - May 2015
9709.00	Haney, Steven	Phoenix/AZ	8/27/2016	\$ 1,406.55	Collections - April 2015
10202.00	Hendricks, Ashley	Enterprise/KS	6/16/2015	\$ 1,216.65	Collections - December 2015
9470.00	Hopper, Max	Houston/TX	5/6/2014	\$ 1,059.09	Collections - October 2014
9998.00	Hugie, Jayden	Rock Valley/IA	2/24/2015	\$ 896.10	Collections - July 2015
9492.00	Huish, Gloria	Fruit Heights/UT	5/26/2014	\$ 874.68	Auto Paid - Medicare Won't
9820.00	James, Trevor	Plymouth/UT	11/12/2014	\$ 2,265.28	Collections - April 2015
10264.00	Jing, Yao	China	6/25/2015	\$ 2,221.65	Collections: January 2016
9466.00	Jones, Bradley	Bastrop/LA	5/1/2014	\$ 1,580.96	Express - April 2015
8104.00	Keller, April	Stone/ID	1/24/2012	\$ 67.92	Collections - April 2015
9300.00	Kennedy, Roger	West Valley/UT	1/31/2014	\$ 992.56	Express - May 2014
9331.00	Kenyon, Brenda	Garland/UT	2/11/2014	\$ 1,690.12	Collections - April 2015

Ambulance Write Offs July 2015 - May 2016

City Council - 6-7-2016

8489.00	Kephart, Doug	Mapleton/UT	9/12/2012	\$ 123.89	Express - September 2014
9054.00	King, Beau	Tremonton/UT	8/22/2013	\$ 1,292.93	Collections - September 2015
9528.00	Lacey, Jeffery	Tremonton/UT	6/5/2014	\$ 1,207.07	Moved - Collections - April 2015
9529.00	Lacey, Jeffery	Tremonton/UT	6/5/2014	\$ 2,398.00	Moved - Collections - April 2015
9093.00	Lembcke, Kevin	Spokane/WA	8/25/2013	\$ 1,006.55	Express - October 2014
9812.00	Long, Elwyn	Salt Lake City/UT	11/2/2014	\$ 1,002.55	Collection - July 2015
9488.00	Lopez, Cipriano	Tremonton/UT	5/24/2014	\$ 936.43	Express - November 2014
9894.00	Lyon, Shandi	Tremonton/UT	12/26/2014	\$ 883.05	Collections - May 2015
9803.00	Malcolm, David	Toledo/OR	11/18/2014	\$ 103.30	Collections - July 2015
10012.00	Marshall, Robert	Tremonton/UT	3/13/2015	\$ 919.59	Collections - July 2015
8567.00	Martinez, Diane	Brigham City/UT	10/15/2012	\$ 922.60	Collections - April 2015
9675.00	Mitchell, Jherriphena	SLC/UT	9/16/2014	\$ 185.21	Collections - Sept. 2015
9404.00	Moser, Elizabeth	Boston/ MA	4/6/2014	\$ 922.79	Collections - October 2014
9707.00	Nelson, Patricia	SLC/UT	8/18/2014	\$ 2,332.10	Collections - July 2015
9208.00	Olsen, Patrick	Tremonton/UT	12/4/2013	\$ 349.64	Express - October 2014
9518.00	Patel, Elvera	Ft. Laramie/WY	5/5/2014	\$ 1,776.29	Collections - July 2015
8599.00	Perez, Primo	Murray/UT	10/31/2012	\$ 402.64	Express - September 2014
8600.00	Perez, Primo	Murray/UT	10/31/2012	\$ 1,109.75	Express - September 2014
9088.00	Pingel, Robert	Cedar City/UT	9/17/2013	\$ 2,340.10	Collections - September 2014
9178.00	Price, Kaycie	Tremonton/UT	10/31/2013	\$ 1,029.48	SC - Moved - Express - October 2014
9892.00	Roberson, Savanna	Brigham City/UT	12/2/2014	\$ 1,736.38	Bad Address - Collections - July 2015
9739.00	Sanders, Tara	Denver/CO	10/13/2014	\$ 90.40	Collections - April 2015
8815.00	Solis, Aralia	Tremonton/UT	3/27/2013	\$ 1,752.67	Collections - January 2014
7778.00	Spurlock, James	Brigham City/UT	7/12/2011	\$ 2,099.60	Insurance Took Back
9893.00	Taylor, Ryan	Tremonton/UT	12/28/2014	\$ 923.67	Bad Address -Collections -April 2015
9184.00	Thomas, David	Prosser/WA	10/25/2013	\$ 100.59	Collections - October 2014
9098.00	Thompson, Kathy	Tremonton/UT	9/22/2013	\$ 174.45	Old MedicaRre - Won't Pay 2nd
9483.00	Tippetts, Joseph	Turtle Lake/ND	5/9/2014	\$ 1,390.83	Collections - April 2015
9063.00	Utley, Chancelor	SLC/UT	8/30/2013	\$ 519.16	Collections - April 2015
8363.00	Vancamp, Sherry	Tremonton/UT	6/30/2012	\$ 96.86	Old Acct - Insurance Took Back
9501.00	Vialpando, Rosemarie	Tremonton/UT	5/8/2014	\$ 870.00	Old Acct - Medicaid Won't Pay

Ambulance Write Offs July 2015 - May 2016

City Council - 6-7-2016

10156.00	Vinokurov, Vladimir	Homeless	4/19/2015	\$ 870.00	Collections - July 2015
9325.00	Weizel, John	Hillsboro/OR	2/1/2014	\$ 976.25	Collections - October 2014
9710.00	Willaman, Darryl	Greenville/SC	8/20/2014	\$ 2,264.64	Collections - April 2015
8907.00	Zazrain, Araceli	Texas	6/12/2013	\$ 292.65	Collections - May 2015
				\$ 76,961.22	

Signatures

**TREMONTON CITY
CITY COUNCIL MEETING
JUNE 7, 2016**

TITLE:	Discussion and consideration of approving utility bill write-off's for Non collectable accounts.
FISCAL IMPACT:	Non collectable - \$1,979.53
PRESENTER:	Sharri Oyler

Prepared By: Sharri Oyler

RECOMMENDATION:

The recommendation is to write off the non collectable accounts of \$1,979.53.

BACKGROUND:

These accounts have been sent to Checknet or Express Recovery, which are our collection companies. They were sent over a year ago and we have not received any money. Old accounts that are non collectable are written off about once a year. Checknet and Express Recovery will continue to try and collect on these accounts. This will reduce the accounts receivable by \$1,979.53.

Bankruptcy:

\$669.50

Attachments:

Copy of the write offs

UTILITY BILLING WRITE-OFF'S JUNE 2016

Bankruptcy

29770	Juanita Leal	\$ 95.40
28216	Shaylee Williams	\$198.11
6478	Kirt Wood	\$167.14
4978	Robbie & Delena Shepherd	\$ 82.20
6563	Christopher Warren	\$126.65
	Total	\$669.50

These have been sent to Collections (Express Recovery)

<u>Acct #</u>	<u>Name</u>	<u>Sent to Coll.</u>	<u>Reason</u>	<u>Amt</u>
10905	Crossroads Family	11/21/11	uncollectable	\$700.75
7432	Jessica Flores	12/12/14	bad address	\$116.98
54203	Jodee Price	09/30/14	bad address	\$ 73.00
2490	Angela Reeder	05/30/14	bad address	\$150.18
5255	Keith & April Warren	08/15/13	no forwarding	\$221.58
31260	Desiree Watts	03/01/11	uncollectable	\$235.69
28345	Chad Whitlock	07/18/14	no forwarding	\$ 33.10
8100	F.O.E.	12/10/14	no forwarding	\$ 46.48
3023	MB Meat Packing	01/21/16	uncollectable	\$357.06
561	Justin Wells	11/16/10	uncollectable	\$ 44.71
			Total	\$1979.53

Please Sign:

cc meeting June 7, 2016

RESOLUTION NO. 16-28

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A LAND ACQUISITION AGREEMENT BETWEEN TREMONTON CITY AND T L JOHNSON SERVICES, LLC FOR THE CITY'S PURCHASING OF LAND FOR THE FUTURE DEVELOPMENT OF A MINOR ARTERIAL ROAD THAT CONNECTS 2300 WEST TO 1000 NORTH

WHEREAS, Tremonton City developed a Transportation Plan as an element of the General Plan as required by Utah Code Annotated ("UCA") § 10-9a-403 (d); and

WHEREAS, the Tremonton City's Transportation Plan identifies corridors that need to be preserved for future collector and arterial roads; and

WHEREAS, Tremonton City has identified a need for a minor arterial road that connects 2300 West to 1000 North; and

WHEREAS, Tremonton City identified the desired location of where this minor arterial road will intersect with 2300 West, which is undeveloped property owned by T L Johnson Services, LLC; and

WHEREAS, the Utah State Legislature has authorized counties to impose a Local Option Transportation Corridor Preservation Fee of up to Ten Dollars (\$10.00) on each motor vehicle registration within a county for the advance acquisition of right-of-way for future transportation corridors; and

WHEREAS, through the use of the Local Option Transportation Corridor Preservation Fee, local governments may act responsibly, by acquiring property while it is vacant and available rather than years later, when the property is developed; and

WHEREAS, Box Elder County adopted the Local Option Transportation Corridor Preservation Fee and has established an application and approval process for the use of these funds; and

WHEREAS, the undeveloped property owned by T L Johnson Services, LLC is eligible for a building permit upon application and the City cannot meet legal standards for exacting the property contained in Utah Code 10-9a-508; and

WHEREAS, Tremonton City has approached Mr. Terry Johnson, the Manager of T L Johnson, Services LLC, of the City's desire to acquire his property for a minor arterial road; and

WHEREAS, T L Johnson Services, LLC is desirous to sell a portion of real property to Tremonton City for the minor arterial road; and

WHEREAS, Tremonton City has made application to Box Elder County for the use of the Local Option Transportation Corridor Preservation Fund; and

WHEREAS, on May 4, 2016 the Box Elder County Commission approved Tremonton City's application for financial assistance from the Local Option Transportation Corridor Preservation Fund in purchasing a portion of T L Johnson Services, LLC real property for a minor arterial road; and

WHEREAS, pursuant to Utah Code 10-8-2 is authorized to purchase real property; and

WHEREAS, T L Johnson Services, LLC and Tremonton City's desire to enter into a Land Acquisition Agreement for Tremonton City to acquire real property for the construction of a minor arterial road.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Tremonton, Utah does hereby adopt the Land Acquisition Agreement as attached in Exhibit "A" between Tremonton City and T L Johnson Services, LLC.

Adopted and passed by the governing body of Tremonton City Corporation this 7th day of June, 2016.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

Darlene S. Hess, Recorder

Exhibit "A"

LAND ACQUISITION AGREEMENT

THIS LAND ACQUISITION AGREEMENT (hereinafter “Agreement”) is made and entered into as of the ____ day of _____, 2016, by and between Tremonton City, a body corporate and politic of the State of Utah, (the “Buyer”), and T L Johnson Services, LLC, a Utah Limited Liability Company (the “Seller”). The Buyer and Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Buyer developed a Transportation Plan as an element of the General Plan as required by Utah Code Annotated (“UCA”) § 10-9a-403 (d); and

WHEREAS, the Buyer’s Transportation Plan identifies corridors that need to be preserved for future collector and arterial roads; and

WHEREAS, Buyer identified a need for a minor arterial road that connects 2300 West to 1000 North; and

WHEREAS, Buyer identified the desired location of where this minor arterial road will intersection with 2300 West, which is undeveloped property owned by Seller shown in Exhibit “A”; and

WHEREAS, the Utah State Legislature has authorized counties to impose a Local Option Transportation Corridor Preservation Fee of up to Ten Dollars (\$10.00) on each motor vehicle registration within a county for the advance acquisition of right-of-way for future transportation corridors; and

WHEREAS, through the use of the Local Option Transportation Corridor Preservation Fee, local governments may act responsibly, by acquiring property while it is vacant and available rather than years later, when the property is developed; and

WHEREAS, Box Elder County adopted the Local Option Transportation Corridor Preservation Fee and has established an application and approval process for the use of these funds; and

WHEREAS, the undeveloped property owned by Seller is eligible for a building permit upon application and the City cannot meet legal standards for exacting the Property contained in Utah Code 10-9a-508; and

WHEREAS, Buyer has approached Mr. Terry Johnson, the Manager of Seller, of their desire to acquire his property for a minor arterial road; and

WHEREAS, Seller is desirous to sell a portion (“Purchase Parcel” general shown as Exhibit “A”) of real property to Buyer; and

WHEREAS, Buyer has made application to Box Elder County for the use of the Local Option Transportation Corridor Preservation Fund; and

WHEREAS, on May 4, 2016 the Box Elder County Commission approved Buyer's application for financial assistance from the Local Option Transportation Corridor Preservation Fund in purchasing a portion of Purchase Parcel; and

WHEREAS, pursuant to Utah Code 10-8-2 is authorized to purchase real property; and

WHEREAS, Seller and Buyer desire to enter into a Land Acquisition Agreement ("Agreement") for Buyer to acquire the Purchase Parcel.

NOW, THEREFORE, in consideration of the above promises, the mutual covenants and consideration hereinafter set forth and other good and valuable consideration, Buyer and Seller agree as follows:

REAL PROPERTY TO BE PURCHASED

Real Property Purchase. Seller hereby agrees to sell, transfer and convey by Warranty Deed to Buyer, free and clear of any lien or encumbrance, and Buyer hereby agrees to acquire the Purchase Parcel which is more specifically and legally described in Exhibit "B", which is hereby attached and incorporated hereto.

Liabilities Not Assumed. Buyer does not, nor shall it be construed as having, assumed any liability or obligation of Seller, including, but not limited to, taxes or other charges applicable, imposed upon or arising out of the transfer of the Purchase Parcel subject to this Agreement.

PURCHASE PRICE AND OBLIGATIONS OF BUYER

Local Purchase Parcel Price. Subject to the terms and conditions of this Agreement, and in exchange for the Purchase Parcel legally described in Exhibit "B", being approximately 2.609 acres in size, together with the covenants and warranties provided by Seller herein, Buyer agrees to pay to Seller the greater of: (1) the sum of ninety one thousand, three hundred and eighty-four dollars and eighty four cents (\$91,383.84) or (2) the amount determined by an appraisal performed by a licensed real estate appraiser.

Box Elder County Local Transportation Corridor Preservation Fund Requirements. The Buyer is using funds from the Box Elder County Local Transportation Corridor Preservation Fund to acquire the Purchase Parcel. The Buyer and Seller agree to comply with Box Elder County's process, as contained in Exhibit "C", so that the Buyer can be eligible to use the aforementioned funds.

Survey and Subdivision. The Buyer shall contract with a Licensed Surveyor of the State of Utah to survey the Purchase Parcel. Based upon the data provided by the Surveyor, the Buyer shall cause a road dedication plat to be created for the purpose of dividing the Purchase Parcel from the rest of the property, which Seller shall retain (“Remainder Property”). The Buyer shall pay the costs of the survey and preparation of the road dedication plat.

Construction of Improvements to Purchase Parcel. In order for Seller to have access to the Seller’s Remainder Property, Buyer will construct the full right of way improvements within thirty (30) months of execution of the Agreement. Tremonton City’s Land Use Code requires a ninety foot (90’) temporary turnaround for dead-end road, and Seller shall provide an easement for the temporary turnaround, which will automatically be vacated when the minor arterial road is extended to the west beyond Seller’s Remainder Property. Buyer will bear the cost for constructing the curb, gutter, sidewalk, storm drainage if needed, water mains, sewer mains, fire hydrant, etc. At Seller’s request, Buyer will install water and sewer laterals to the property lines of each parcel of the Seller’s Remainder Property when constructing the right of way improvements.

OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, Seller hereby makes the following representations, warranties and covenants, all of which shall survive the execution of the Agreement:

Authority of the Seller. Seller hereby represents to Buyer that Seller has full authority to comply and fulfill its obligations covenanted herein, including, but not limited to, those obligations associated with T L Johnson Services LLC.

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

No Conflict. The execution and delivery of this Agreement by the Seller, and the performance of its obligations hereunder, (a) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of governing documents of the Seller or any note, debt instrument, security instrument or other contract, agreement or commitment binding upon the Seller or its assets; (b) will not result in the creation or imposition of any lien, encumbrance, equity or restriction in favor of any third party; and (c) will not conflict with or violate any applicable rule, law, regulation, judgment, order of decree of any government, governmental instrumentality or court having jurisdiction over the Seller or its assets.

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

Compliance with Laws. To Seller's knowledge after due inquiry, Seller has not in the past utilized the Purchase Parcel in violation of any law, ordinance or regulation of any governmental agency or entity.

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

No Adverse Proceedings. There are no legal, administrative or other proceedings involving the Purchase Parcel or to which the Purchase Parcel may be subject.

Construction of Improvements to Seller's Retained Property. The Seller shall be responsible for arranging and/or otherwise paying for telecommunication and streetlight conduits, constructing electrical services or natural gas services to service the Seller's Remainder Property. Further subdivision of the Seller's Remainder Property will require the sub-divider of property to comply with all the requirements of Tremonton City's Land Use Code including the installation of public improvements. A notice of the obligation to install telecommunication and streetlight conduits, natural gas and electrical shall be recorded against the Seller's Remainder Property with this transaction.

ADDITIONAL RIGHTS AND OBLIGATIONS OF BUYER

Right to Assign Agreement. The Buyer shall have the right, exercised in writing, to assign its rights under this Agreement to a corporation, limited liability company, governmental entity or other business entity. Upon such assignment the assignee shall have all of Buyer's rights hereunder and shall thereby assume all of Buyer's obligations hereunder.

INDEMNIFICATION

Indemnification of Buyer by Seller. Buyer and Seller agree that Buyer assumes no liabilities, of whatsoever nature, of Seller. In this respect, Seller agrees to indemnify and hold Buyer harmless from and against all claims, causes of action and damages (including attorney's fees and costs) relating to any acts or omissions of Seller, its employees and/or agents or relating to or arising from the Purchase Parcel before execution of the Agreement. Seller also agrees to indemnify and hold Buyer harmless from and against all damage or loss (including attorney's fees and costs) incurred by Buyer as a result of Seller's breach of any one or more of the covenants, representations or warranties set forth herein.

Indemnification of Seller by Buyer. Buyer agrees to indemnify and hold Seller harmless from and against all claims, causes of action and damages (including attorney's fees and costs) relating to any acts or omissions of Buyer, its employees and/or agents or relating to or arising from the Purchase Parcel from and after execution of the Agreement.

MISCELLANEOUS

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.

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.

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.

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.

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.

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

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.

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.

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.

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.

6.11 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.

6.12 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.

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

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

SELLER:

T L JOHNSON SERVICES LLC

By: _____
Terry Johnson, Manager

ACKNOWLEDGEMENT

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

On the ___ day of _____, 2016, personally appeared before me Terry Johnson the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

BUYER:

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 _____, 2016, personally appeared before me Roger Fridal the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

EXHIBIT "A"



CONSULTING ENGINEERS

1716 East 5600 South
South Ogden, Utah 84403 (801) 476-8767

TREMONTON CITY CORPORATION
PURCHASE ROW COLLECTOR

T L JOHNSON SERVICES LLC

SHEET

1

OF 1 SHEETS

EXHIBIT "B"

On the ____ day of _____, 2016, personally appeared before me _____
, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public

EXHIBIT “C”

BOX ELDER COUNTY LOCAL TRANSPORTATION CORRIDOR PRESERVATION FUND PROCESS

1. The project is on a priority list. This list has been prepared and approved by the County body which levied the \$10 vehicle registration fee (hereafter called the COG).
2. The applicant identifies a particular parcel on the project that they would like to purchase.
3. The designated agency representative meets with the property owner to see if they are a willing seller. If the applicant desires to use an acquisition agent the agent must be listed on the current UDOT Consultant Services Right of Way Services and Local Government Pool: (<https://www.udot.utah.gov/public/ucon/uconowner.gf?n=4567801002288117>)
4. If the property owner agrees to sell, the applicant orders a property appraisal or an Administrative Cost Estimate (ACE). The appraiser must be listed on the current UDOT Consultant Services Right of Way Services and Local Government Pool:(<https://www.udot.utah.gov/public/ucon/uconowner.gf?n=4567801002288117>) .
- 5 .The applicant submits the following to COG staff:
 - Local Transportation Corridor Preservation Fund Application
 - Administrative Cost Estimate (ACE)
6. The application is reviewed by a COG staff member. The reviewed application is presented to the COG Sub-Committee for recommendations to the COG. The COG then makes a recommendation to the County Commission.
7. The Box Elder County Commission approves/disapproves the application.
8. The agency representative or approved acquisition agent makes a written offer to the property owner. This should include the following documentation:
 - Offer to Purchase & Statement of Just Compensation
 - Advanced Acquisition Right-of-Way Contract
 - Voluntary Acquisition Acknowledgment
 - Copy of the property appraisal and review appraisal or Administrative Cost Estimate (ACE)

Acquisition Notes:

- An Administrative Cost Estimate (ACE) may be used when a value estimate based on relevant market data indicates an anticipated appraised value less than \$20,000.
- Property purchases shall be closed using a title company.
- The acquisition price cannot exceed the appraised value of the property, if the acquisition price is above the appraised value, the applicant may pay the difference.

- The property owner is required to pay roll-back taxes unless applicant is willing to do so.
- He/she must also provide the agency with an Owner's Policy of Title Insurance.

9. Acquisition information prepared by the title company must be approved by a city representative prior to closing. This review should include, but not limited to, looking for liens or extraordinary exceptions such as a clouded title. Title policy shall be reviewed by the City Attorney or designee.

10. Once the property owner signs the acquisition paperwork, a payment request package is submitted to COG staff. This package should include:

1. The documents detailed in steps five and eight;
2. A Settlement Statement or HUD-1 prepared by the title company; and
3. An official letter requesting release of funds. If possible, this package should be submitted electronically as a single PDF, either through email attachments or using a storage device (disk or thumb drive).

11. After review by COG staff, the funds are released to the title company (from the Local Corridor Preservation Fund). Once the acquisition process has been completed, the title company sends recording information to the County.

Offer to Purchase and Statement of Just Compensation

Project Name: Tremonton City Minor Arterial Road
Tax ID(s): 05-055-0122 and 05-055-0026
Project Location: 250 North (Approximate) and 2300 West
Owner/Grantor Name: T L Johnson Services LLC
Property Address: 480 East 200 North, Smithfield, UT 84335
Owner Phone: (435) 757-9019

Tremonton City hereby makes you an offer of \$ _____ as Just Compensation for your property and/or easement(s) on your property.

Tremonton City declares this offer is the amount that has been established by the Kimball Probst & Co. Inc. as just compensation and is in accordance with applicable state laws and requirements. Just compensation is defined as the fair market value of the property taken plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway. This amount is based on the land, improvements and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope projections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

Date: _____ By: _____
Signature of Grantor/Owner

Date: _____ By: _____
Signature of Grantor/Owner

Date: _____ By: _____
Acquisition Agent / Firm

Approved: _____ Date: _____
Acquiring Entity

Tremonton City Right of Way Contract
Advanced Acquisition – Local Corridor Preservation Funds

Project Name: Tremonton City Minor Arterial Road
Tax ID(s): 05-055-0122 and 05-055-0026
Project Location: 250 North (Approximate) and 2300 West
Owner/Grantor Name: T L Johnson Services LLC
Property Address: 480 East 200 North, Smithfield, UT 84335
Owner Phone: (435) 757-9019

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows: The Grantor hereby agrees to convey and sell by Warranty Deed a portion of parcel(s) of land known as parcel numbers(s) 05-055-0122 and 05-055-0026 for transportation purposes.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until Tremonton City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. This is a voluntary sale to Tremonton City. It is not subject to condemnation.
6. As this is a voluntary sale, the Grantors waive any right they have to a “first right of refusal” on any surplus property not used for the proposed highway or other transportation projects.
7. Tremonton City shall pay in full to the Grantor for the real property in the deed or easement referenced above.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.

Additional Terms:

Total Selling Price: \$ _____

Acquiring Entity or Acquisition Agent

Grantor understands this agreement is an option until approved by the Director of Right of Way	
<i>Grantor's Initials</i> _____	
_____	_____
Grantor	Date
_____	_____
Grantor	Date
_____	_____
Grantor	Date

Voluntary Sale Acknowledgement

Project Name: Tremonton City Minor Arterial Road
Tax ID(s): 05-055-0122 and 05-055-0026
Project Location: 250 North (Approximate) and 2300 West
Owner/Grantor Name: T L Johnson Services LLC
Property Address: 480 East 200 North, Smithfield, UT 84335
Owner Phone: (435) 757-9019

I, Terry Johnson, Manager of T L Johnson Services, LLC do hereby acknowledge the selling of a portion of parcel numbers 05-055-0122 and 05-055-0026 to Tremonton City is a voluntary sale and is done of my own free will and choice without any duress and threat of condemnation from Tremonton City.

T L JOHNSON SERVICES LLC

By: _____
Terry Johnson, Manager

ACKNOWLEDGEMENT

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

On the ___ day of _____, 2016, personally appeared before me Terry Johnson the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

RESOLUTION NO. 16-29

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A LAND ACQUISITION AGREEMENT BETWEEN TREMONTON CITY AND KING FIVE, LLC FOR THE CITY'S PURCHASING OF LAND FOR THE FUTURE EXTENSION OF 480 WEST CONNECTING TO MAIN STREET

WHEREAS, Tremonton City has undertaken a process to plan future vehicular access connecting to Main Street; and

WHEREAS, one of the future vehicular accesses connecting to Main Street is the extension of 480 West, which is currently a stubbed street, partially constructed by the developer of one of the adjacent subdivisions, but was never connected to Main Street; and

WHEREAS, the stubbed street of 480 West is aligned to connect to Main Street through a parcel of property (tax identification number 05-060-0055, hereafter referred to as "Purchase Parcel") owned by King Five, LLC; and

WHEREAS, the Purchase Parcel is an undeveloped property and is eligible for a building permit upon application, and the City cannot meet legal standards for exacting the Purchase Parcel contained in Utah Code 10-9a-508; and

WHEREAS, Tremonton City approached Devin King, the Manager of King Five, LLC, of the City's desire to acquire the Purchase Parcel; and

WHEREAS, King Five, LLC is desirous to sell the Purchase Parcel to Tremonton City; and

WHEREAS, Utah Code 10-8-2 authorizes Tremonton to purchase real property; and

WHEREAS, King Five, LLC and Tremonton City desire to enter into a Land Acquisition Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Tremonton, Utah does hereby adopt the Land Acquisition Agreement as attached in Exhibit "A" between Tremonton City and King Five, LLC.

Adopted and passed by the governing body of Tremonton City Corporation this 7th day of June, 2016.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

Darlene S. Hess, Recorder

Exhibit "A"

LAND ACQUISITION AGREEMENT

THIS LAND ACQUISITION AGREEMENT (hereinafter “Agreement”) is made and entered into as of the ____ day of _____, 2016, by and between Tremonton City, a body corporate and politic of the state of Utah, (the “Buyer”), and King Five, LLC, a Utah Limited Liability Company (the “Seller”). The Buyer and Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Buyer has undertaken a process to plan future vehicular access connecting to Main Street; and

WHEREAS, one of the future vehicular accesses connecting to Main Street is the extension of 480 West, which is currently a stubbed street, partially constructed by the developer of one of the adjacent subdivisions, but was never connected to Main Street (Exhibit “A”); and

WHEREAS, the stubbed street of 480 West is aligned to connect to Main Street through a parcel of property (tax identification number 05-060-0055, hereafter referred to as “Purchase Parcel”) owned by King Five, LLC (Exhibit “A” for an aerial map of Purchase Parcel and Exhibit “C” for the legal description of Purchase Parcel); and

WHEREAS, the Purchase Parcel is an undeveloped property and is eligible for a building permit upon application, and the City cannot meet legal standards for exacting the Purchase Parcel contained in Utah Code 10-9a-508; and

WHEREAS, Buyer approached Devin King, the Manager of Seller, of the Buyer’s desire to acquire the Purchase Parcel; and

WHEREAS, Seller is desirous to sell the Purchase Parcel to Tremonton City; and

WHEREAS, Utah Code 10-8-2 authorizes Tremonton to purchase real property; and

WHEREAS, Seller and Buyer desire to enter into a Land Acquisition Agreement (“Agreement”) for Buyer to purchase the Purchase Parcel.

NOW, THEREFORE, in consideration of the above promises, the mutual covenants and consideration hereinafter set forth and other good and valuable consideration, Buyer and Seller agree as follows:

REAL PROPERTY TO BE PURCHASED

Real Property Purchase. Seller hereby agrees to sell, transfer and convey to Buyer by Warranty Deed, free and clear of any lien or encumbrance, and Buyer hereby agrees to purchase

the Purchase Parcel by a Warranty Deed as legally described in Exhibit "B", which is hereby attached and incorporated hereto.

Liabilities Not Assumed. Buyer does not, nor shall it be construed as, having assumed any liability or obligation of Seller, including, but not limited to, taxes or other charges applicable, imposed upon or arising out of the transfer of the Purchase Parcel subject to this Agreement. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims, causes of action, losses, liability and/or damages (including attorney's fees and costs) relating to any liability or obligation of Seller, incurred prior to the date of this Agreement.

PURCHASE PRICE AND OBLIGATIONS OF BUYER

Purchase Parcel Price. Subject to the terms and conditions of this Agreement and in exchange for the Purchase Parcel legally described in Exhibit "B", together with the covenants and warranties provided by Seller herein, Buyer agrees to pay to Seller the sum of eighty-one thousand dollars (\$81,000.00).

Construction of Improvements to Purchase Parcel. Buyer will pay for and construct or cause to be constructed the full right of way improvements on the Purchase Parcel which include curb, gutter, sidewalk, and asphalt. Towards the southern portion of the Vehicle Service Shop, Buyer will construct a new drive approach or entrance.

2.03 Coordination of paving the Purchase Parcel. Buyer will coordinate with the Seller when paving the Purchase Parcel so that the Seller might elect to engage the same contractor to pave the Vehicle Service Shop's parking area.

OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, Seller hereby makes the following representations, warranties and covenants, all of which shall survive the execution of the Agreement:

Authority of the Seller. Seller hereby represents to Buyer that Seller has full authority to comply and fulfill its obligations covenanted herein, including, but not limited to, those obligations associated with King Five, LLC.

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

No Conflict. The execution and delivery of this Agreement by the Seller, and the performance of its obligations hereunder, (a) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of governing documents of the Seller

or any note, debt instrument, security instrument or other contract, agreement or commitment binding upon the Seller or its assets; (b) will not result in the creation or imposition of any lien, encumbrance, equity or restriction in favor of any third party; and (c) will not conflict with or violate any applicable rule, law, regulation, judgment, order of decree of any government, governmental instrumentality or court having jurisdiction over the Seller or its assets.

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

Compliance with Laws. To Seller's knowledge after due inquiry, Seller has not, in the past, utilized the Purchase Parcel in violation of any law, ordinance or regulation of any governmental agency or entity.

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

No Adverse Proceedings. There are no legal, administrative or other proceedings involving the Purchase Parcel or to which the Purchase Parcel may be subject.

3.08 Driveway Restrictions on Vehicle Service Shop. Adjacent to the Purchase Parcel, King Five, LLC owns and operates a mechanic and lube shop at 465 W Main Street (parcel number 05-060-0027), hereafter referred to as "Vehicle Service Shop" (Exhibit "A"). Main Street is owned and regulated by the Utah Department of Transportation ("UDOT") and is referred to as State Road 102. As stated elsewhere in this Agreement, the Buyer intends to use the Purchase Parcel as a right-of-way, extending and connecting the existing stub street of 480 West to State Road 102. State Road 102 is classified by UDOT as a Category 7 road and the connecting of 480 West to State Road 102 will meet UDOT spacing requirements for a Category 7 road. However, the Vehicle Service Shop's existing driveway associated with its service bays does not meet the Category 7 spacing requirement for driveways with the extension and connection of 480 West to State Road 102. Specifically, the Vehicle Service Shop's existing driveway is approximately eighty two feet (82') from the proposed extension of 480 West, when one hundred and fifty foot (150') spacing is required. The Buyer and Seller examined the option of reconstructing the driveway of the Vehicle Service Shop to connect to the proposed extension of 480 West, and it was determined that larger or long trucks would have difficulty making the turn maneuver from the Vehicle Service Shop's service bays to the proposed extension of 480 West (Exhibit "C"). For this reason, UDOT agreed the Vehicle Service Shop shall be allowed to maintain the current driveway configuration that provides direct access to State Road 102, so long as King Five LLC signs and records a *Notice of Access Restriction* (Exhibit "D"), which specifies UDOT's prescribed conditions for maintaining the current driveway configuration. As part of this Agreement, the Seller shall sign the *Notice of Access Restriction*, and cause said notice to be recorded in the Box Elder County Recorder's Office against parcel number 05-060-0027.

ADDITIONAL RIGHTS AND OBLIGATIONS OF BUYER

Right to Assign Agreement. The Buyer shall have the right, exercised in writing, to assign its rights under this Agreement to a corporation, limited liability company, governmental entity or other business entity. Upon such assignment the assignee shall have all of Buyer's rights hereunder and shall thereby assume all of Buyer's obligations hereunder.

INDEMNIFICATION

Indemnification of Buyer by Seller. Buyer and Seller agree Buyer assumes no liabilities, of whatsoever nature, of Seller. In this respect, Seller agrees to indemnify and hold Buyer harmless from and against all claims, causes of action and damages (including attorney's fees and costs) relating to any acts or omissions of Seller, its employees and/or agents, or relating to or arising from the Purchase Parcel before execution of the Agreement. Seller also agrees to indemnify and hold Buyer harmless from and against all damage or loss (including attorney's fees and costs) incurred by Buyer as a result of Seller's breach of any one or more of the covenants, representations or warranties set forth herein.

Indemnification of Seller by Buyer. Buyer agrees to indemnify and hold Seller harmless from and against all claims, causes of action and damages (including attorney's fees and costs) relating to any acts or omissions of Buyer, its employees and/or agents or relating to or arising from the Purchase Parcel from and after execution of the Agreement.

MISCELLANEOUS

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.

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.

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.

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.

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.

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

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.

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.

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.

6.10 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.

6.11 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.

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

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

SELLER:

KING FIVE, LLC
A Utah Limited Liability Company

By: _____
Devin M. King, Manager

ACKNOWLEDGEMENT

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

On the ___ day of _____, 2016, personally appeared before me Devin M. King the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

BUYER:

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

By: _____
Roger Fridal, Mayor

ATTEST:

By: _____
Darlene Hess, City Recorder

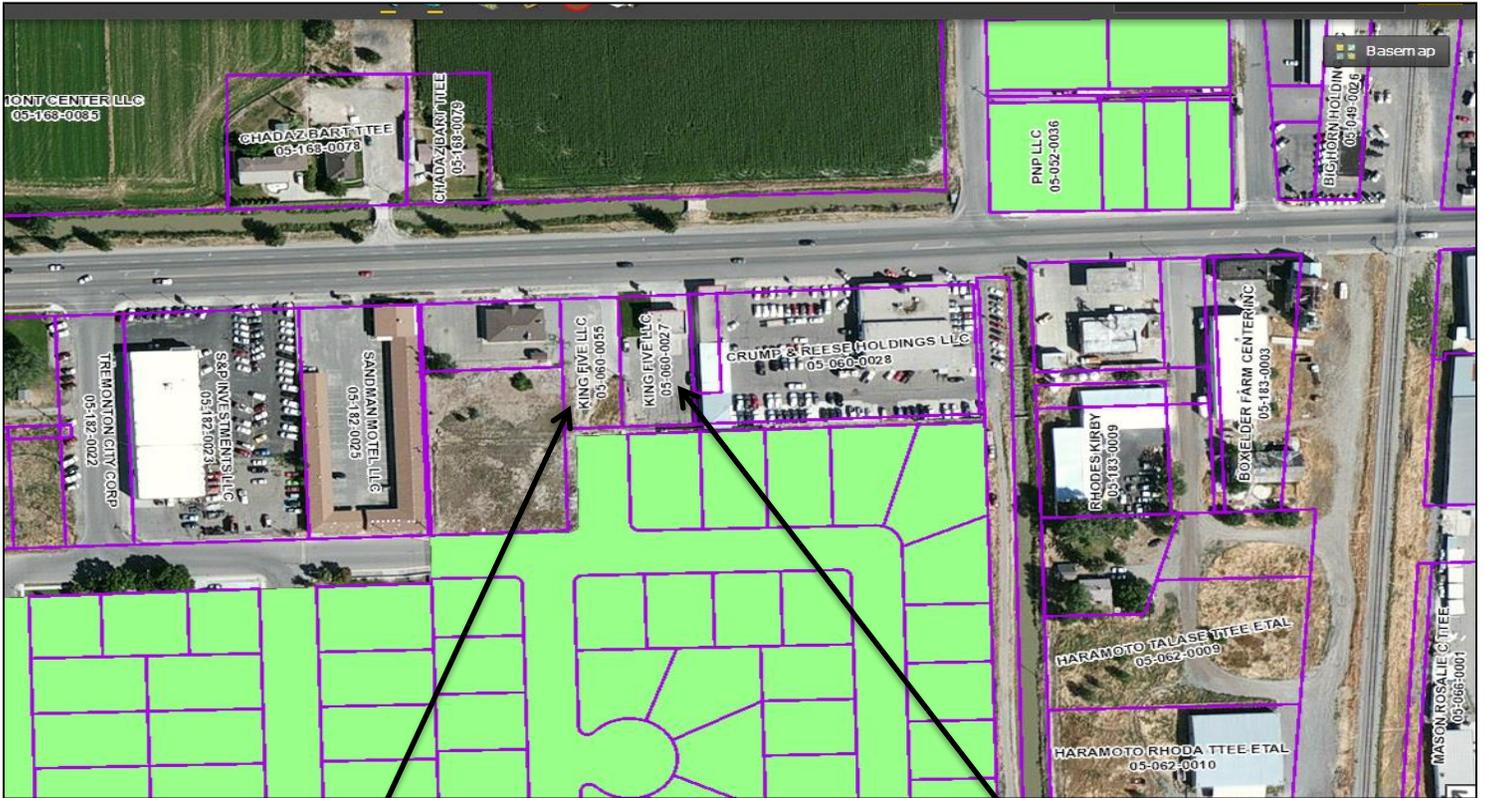
ACKNOWLEDGEMENT

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

On the ___ day of _____, 2016, personally appeared before me Roger Fridal the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

Exhibit "A"



480 West which is a stubbed street, partially constructed by the developer of one of the adjacent subdivisions but was never connected to Main Street and is aligned to connect to Main Street through Purchase Parcel (tax identification number 05-060-0055).



The Vehicle Service Shop located at 465 W Main Street (parcel number 05-060-0027) has service bays that are configured to allow vehicles to pull through and exit the Vehicle Service Shop onto Main Street (State Road 102) through an existing driveway.

Exhibit "B"

Rest of the page intentionally blank, Warranty Deed to follow on next page.

Exhibit "C"

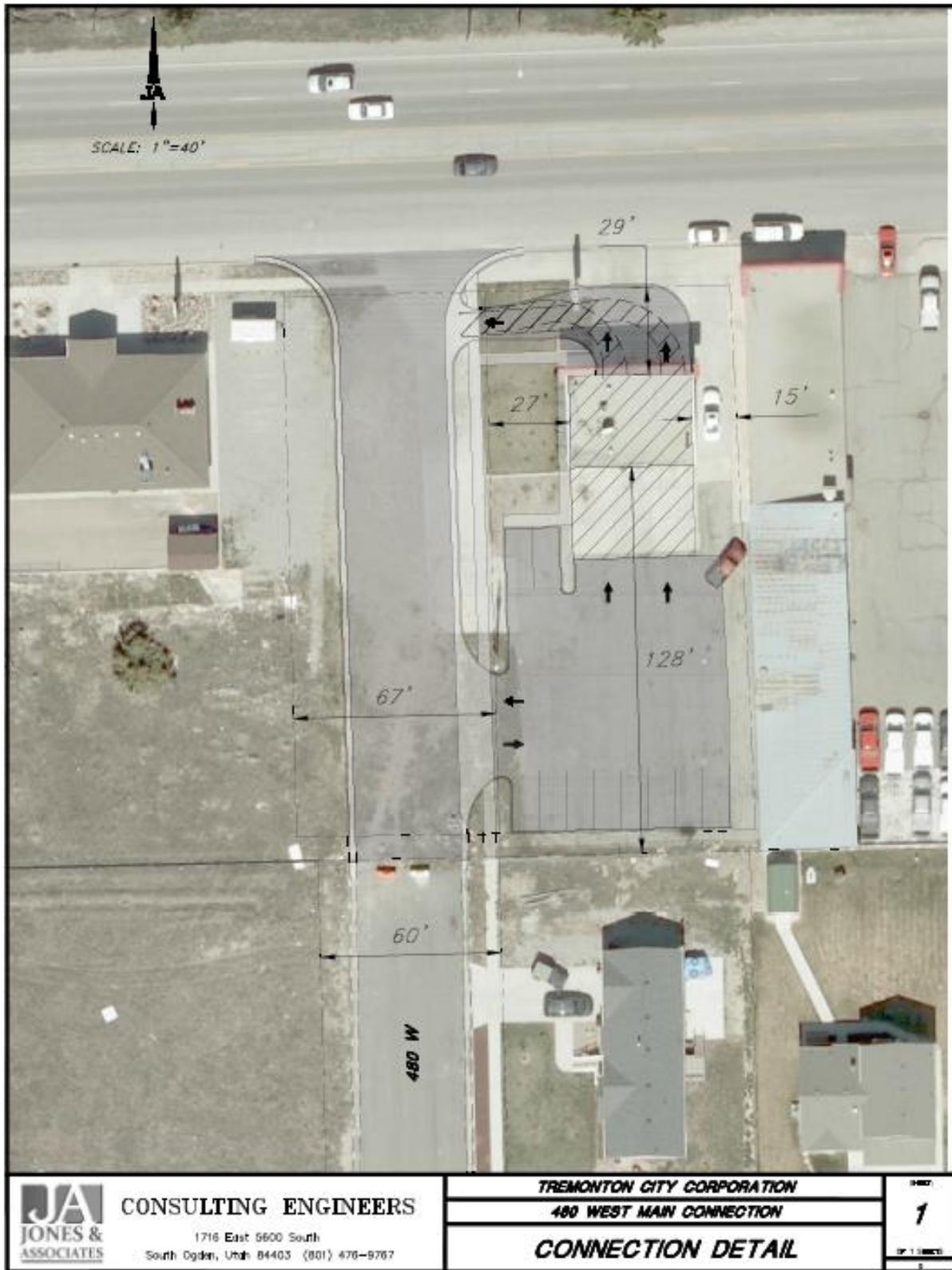


Exhibit “D”

Rest of the page intentionally blank, Notice of Access Restriction to follow on next page.

**After recording, please return to:
Tremonton City
102 South Tremont Street
Tremonton, UT 84337**

NOTICE OF ACCESS RESTRICTION

Notice of an access restriction is hereby provided on the following described parcel:

Parcel Number: 05-060-0027

BEG AT A PT 328 FT W AND 242 FT S OF NE COR OF NW/4 OF SEC 10, TWP 11 N, R 3W, SLM. W 82 FT, N 209 FT, E 82 FT, S 209 FT TO BEG. LESS: THAT PORTION WITHIN ST HWY.

WHEREAS, the aforementioned property is located on Main Street in Tremonton City, Utah, and Main Street in Tremonton City, Utah is owned, maintained, and regulated by the Utah Department of Transportation (UDOT) and is referred to as State Road 102; and

WHEREAS, the stubbed street of 480 West in Tremonton City is aligned to connect to SR 102 through a parcel of property having a tax identification number of 05-060-0055, which parcel is adjacent to parcel number 05-060-0027; and

WHEREAS, this portion of State Road 102 is classified by UDOT as a Category 7 road; and

WHEREAS, the existing driveway associated with parcel number 05-060-0027 does not meet the Category 7 spacing requirement for driveways; specifically, the existing driveway is approximately 82' from the proposed 480 West Extension, when a 150' spacing is required; and

WHEREAS, King Five, LLC owns parcels 05-060-0027 and 05-060-0055, and on parcel 05-060-0027, King Five, LLC operates a mechanic and lube shop. Exiting the mechanic and lube shop, for a larger or a long truck, would be difficult to make the turn maneuver from the mechanic and lube shop to the 480 West Extension; and

WHEREAS, UDOT has agreed that the mechanic and lube shop shall be allowed to maintain its current configuration of driveways that provide direct access to SR-102 with Restriction(s) as a pre-existing, non-conforming use.

NOW THEREFORE, King Five, LLC, or its successors, shall be able to maintain Parcel Number 05-060-0027's current driveway configuration that provides direct access to SR-102 as a pre-existing, non-conforming use, so long as the structure currently existing thereon continues to operate as the current mechanic and lube shop.

If, at any future point in time, King Five, LLC or its successors, change the land use, change the land use intensity, or any other access change as described in Rule R930-6, Access

Management, on Parcel Number 05-060-0027, then the pre-existing, non-conforming use status for Parcel Number 05-060-0027 shall be discontinued and restricted, and King Five, LLC will be required to follow the requirements set forth in Rule R930-6 to obtain a grant of access to SR-102.

WITNESS, the hands of said grantors, this ____ day of _____, 2016.

KING FIVE, LLC
A Utah Limited Liability Company

Devin M. King, Manager

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

On the ____ day of _____, 2016, personally appeared before me DEVIN M. KING the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public

RESOLUTION NO. 16-30

A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION NO. 10-15 AMENDING A PROFESSIONAL SERVICE CONTRACT BETWEEN TREMONTON CITY AND DELLRAY ANDERSON, M.D. TO SERVE AS THE EMERGENCY MEDICAL SERVICES MEDICAL DIRECTOR

WHEREAS, Tremonton City operates an ambulance service; and

WHEREAS, the Tremonton City ambulance service is licensed with the Utah State Bureau of Emergency Medical Services (EMS), and

WHEREAS, the State Bureau of EMS requires Tremonton City to enter into a Professional Service Agreement with a physician who will function as the Medical Director for the ambulance service; and

WHEREAS, the Tremonton City Council approved Resolution No. 10-15 that adopted a Professional Services Agreement with DellRay Anderson, M.D. to serve as the Emergency Medical Services Medical Director; and

WHEREAS, DellRay Anderson, M.D. refused compensation with the Professional Services Agreement adopted by Resolution No. 10-15; and

WHEREAS, the Professional Services Agreement with DellRay Anderson, M.D. adopted by Resolution No. 10-15 required DellRay Anderson, M.D. to carry a certain level of insurance coverage; and

WHEREAS, until recently Intermountain Health Care was providing DellRay Anderson, M.D. with the insurance coverage required in the Professional Services Agreement; and

WHEREAS, Tremonton City would like to amend the Professional Services Agreement to provide DellRay Anderson, M.D. with compensation to pay for expenses which may include but is not limited to insurance coverage.

NOW, THEREFORE, the City Council of Tremonton, Utah, hereby resolves to approve the Professional Service Agreement attached in Exhibit "A" between Tremonton City and DellRay Anderson, M.D. to serve as the Emergency Medical Services Medical Director.

This Resolution shall become effective upon adoption and passage by the City Council. A copy of the Resolution shall be deposited in the Office of the City Recorder.

ADOPTED AND PASSED by the City Council of the City of Tremonton, Utah, this 7th day of June 2016.

TREMONTON CITY CORPORATION

By _____
Mayor Roger Fridal

ATTEST:

City Recorder Darlene S. Hess

(city seal)_

Exhibit "A"

PROFESSIONAL SERVICES AGREEMENT
FOR EMERGENCY MEDICAL SERVICES MEDICAL DIRECTOR

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") for Emergency Medical Services Medical Director is made by and between Tremonton City, a body corporate and politic of the State of Utah (hereinafter referred to as "City"), and DellRay Anderson MD, (hereinafter referred to as "Contractor"). Within this Agreement City and Contractor may also be referred to individually as "Party" and collectively as "Parties".

WHEREAS, the City is desirous to enter into a professional services agreement with Contractor, wherein Contractor will serve as the City's Emergency Medical Services Director and City shall compensate Contractor for said services; and

WHEREAS, Contractor is desirous to serve as the Emergency Medical Services Medical Director for the City and receive compensation from the City for the services provided;

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

1. *Services Rendered.* Contractor agrees to serve as the City's Medical Director for Emergency Medical Services, the scope of which services is more specifically defined in Exhibit "A" and "B" attached and incorporated hereto. Contractor hereby also agrees to maintain all of the required professional licenses and accreditations also more specifically defined in Exhibit "A" and "B" attached and incorporated hereto.

All documents and records produced by the Contractor in connection with this Agreement, without limitations, shall become and remain the property of Tremonton City Fire Department. The Tremonton City Fire Department shall have the right to use such documents and records without restrictions or limitations and without further compensation to the Contractor.

2. *Term of Agreement.* The Agreement shall commence on the date of execution, which shall be the date on which the latter Party signs the Agreement below, and shall continue until the 1st day of July, 2021, or until terminated by either Party. After 1st day of July, 2021 the Agreement shall automatically renew in year increments until terminated by either Party

a. Termination may be commenced by either Party, with or without cause, and shall be effected by written notice given not less than thirty (30) days prior to termination date.

1. Notice as required in Section 2(a), shall be sent by City to Contractor, at the following address, certified mail, return receipt requested:

DellRay Anderson, MD
340 East 700 North
Tremonton, UT 84337

2. Notice as required in Section 2(a), shall be sent by Contractor to City, at the following address, certified mail, return receipt requested:

Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

3. Compensation. City agrees to compensate Contractor at a monthly rate of \$_____ for all work performed on behalf of the City in Contractor's capacity as Emergency Medical Services Medical Director.

4. Indemnification. Each Party agrees to indemnify and hold the other Party harmless from acts or failures to act on their respective parts. Tremonton City agrees to defend, indemnify and hold harmless the Contractor against any and all claims arising out of the acts or omissions of the Tremonton City or any of its employees/volunteers. The Contractor agrees to defend, indemnify and hold harmless the Tremonton City or any of its employees/volunteers against any and all claims arising out of the acts or omissions of the Contractor.

5. Insurance Coverage. Contractor, as EMS Medical Director, shall carry the following insurance coverage for the life of the Agreement:

(a) Worker's Compensation Insurance coverage sufficient to cover the Contractor's employees, if any, and shall furnish a Certificate of Insurance verifying said coverage. Said policy to provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days prior written notice to the City.

(b) Professional liability insurance coverage equal to or greater than \$1,000,000.00 per incident and \$3,000,000.00 per annual aggregate medical claims. Physician shall furnish Certificates of Insurance verifying the foregoing to the City contained in Exhibit "C".

(c) In the event that governmental immunity limits are subsequently altered by legislation or by judicial opinion, the Contractor will be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be reasonably acceptable to the City Attorney's Office.

6. Contractor Independence. With respect to all services performed under this Agreement, Contractor is deemed to be an independent contractor serving in the capacity of Emergency Medical Services Medical Director for the City. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for Worker's Compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries, or other remuneration paid to persons employed by Contractor on work performed under the terms of this Contract. Contractor shall defend, indemnify and hold harmless the City from any claims or liability for such contributions or taxes. Nothing contained in the Agreement, nor any act of the City or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the City. The Contractor has no authority to take action or execute any documents on

behalf of the City.

7. Licenses. Contractor shall, at all times during the term of this Agreement, have and maintain a license to practice medicine in the State of Utah. In addition, Contractor shall maintain all licenses and permits necessary to serve as an EMS Medical Director.

8. Entire Agreement. This Agreement sets forth the entire understanding of the agreement of the Parties with respect to the subject matters stated herein and supersedes any prior or contemporaneous oral and/or written agreements or representations, if any, between the Parties; that the terms of this Agreement are contractual and not mere recitals; and the Parties acknowledge that no promise or agreement not included in this Agreement has been made, but that they are relying solely upon their own judgment after consultation with their respective attorney or attorneys.

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

10. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the state of Utah.

11. Modification. This Agreement may not be modified in any manner except in writing signed by each of the Parties.

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

13. Assignment of Rights. The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express, and written consent of the other Party.

14. Breach. In the event that a breach occurs concerning any aspect of the Agreement, the Parties hereby agree that the breaching Party shall be responsible for all costs, including attorneys' fees, incurred by the non-breaching Party in its attempts to be made whole from the breach.

15. No Waiver. The failure of either Party to the Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of the Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver occurred.

16. Severability. The invalidity of any portion of this Agreement for any reason will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of the Agreement is held to be invalid, the Parties hereby agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the

severing of the invalid portion.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, on the dates herein shown below.

TREMONTON CITY

Roger Fridal, Mayor (Date)

Attest:

Darlene Hess, City Recorder (Date)

CONTRACTOR

DellRay Anderson, M.D. (Date)

Exhibit “A”
Scope of Work and Requisite Professional Licensure and Certifications

Contractor agrees to perform the services and maintain the professional licensures and certifications as set forth in this Exhibit. Contractor agrees to act as the Emergency Medical Services Medical Director for the City in accordance with Utah Administrative Code including but not limited to the following, or according to current amendments to UAC or other Utah Department of Health regulations:

R426-12-1101. Off-Line Medical Director Certification.

An individual who wishes to certify as an off-line medical director must:

1. Have completed a American College of Emergency Physicians or National Association of Emergency Medical Physicians medical director training course or the Department’s medical director training course or complete one within six months after becoming medical director; and
2. Submit an application and pay all applicable fees.

R426-15-401. Medical control.

1. All licensees and quick response units must enter into a written agreement with a physician to serve as its off-line medical director to supervise the medical care provided by the field EMS personnel. The physician must be familiar with:
 - a. The design and operation of the local pre-hospital EMS system; and
 - b. Local dispatch and communication systems and procedures.
2. The off-line medical director shall develop and implement patient care standards which include written standing orders and triage, treatment, and transport protocols.
3. The off-line medical director shall ensure the qualification of field EMS personnel involved in patient care and dispatch through the provision of ongoing continuing medical education programs and appropriate review and evaluation;
4. The off-line medical director shall:
 - a. Develop and implement an effective quality improvement program, including medical audit, review, and critique of patient care;
 - b. Annually review triage, treatment, and transport protocols and update them as necessary;
 - c. Suspend from patient care, pending Department review, a field EMS personnel who does not comply with local medical triage, treatment and transport protocols, who violates any of the EMS rules, or who the medical director determines is providing emergency medical service in a careless or unsafe manner. The medical director must notify the Department within one business day of the suspension.
 - d. Attend meetings of the local EMS Council, if one exists, to participate in the coordination and operations of local EMS providers.

In addition, the City will abide by the rules set forth in this agreement or as amended through Utah Administrative Code or other Utah Department of Health regulations.

Exhibit "B"

Tremonton City

Job Description

Job Title: EMS Medical Director		
Department: Tremonton Fire/Emergency Medical Services		
Location: Tremonton Utah		
Pay Level: Contracted Amount		
Job Status	Type of Position	Required Equipment
Exempt	Full-time	City Vehicle
Non Exempt	Part-time	Cell Phone
Safety Sensitive	Temporary/Emergency	Personal Protective Equip.
On Call	Benefits	X None
Public Safety	X Contract	
X Independent Contractor		

Job Summary

The Emergency Medical Services (EMS) requires an identifiable physician to serve as a Medical Director whose primary responsibility is to ensure quality patient care. To this end the Medical Director's responsibilities include design, operation, evaluation and ongoing revision of the system including initial patient access, dispatch, pre-hospital care and delivery to the hospital's emergency room.

Supervision

Given: The Medical Director has supervisory authority over EMS personnel's delivery of clinical and patient care. For additional information on this aspect of the job see the Essential Duties section.

Received: Fire Chief

Essential Duties

- Develops, implements, and ensures compliance for:

- Protocols for EMS personnel to provide pre-hospital care and patient care standards including communications standards and dispatch and medical protocols.
- Criteria for determining patient destination along with procedures or protocols under which non-transport of patients may occur.
- Policies and procedures for equipment used in patient care.
- Protocols used for medication administration.
- Develops and implements an effective quality improvement program for continuous system and patient care improvement which includes but is not limited to: medical audit, review and critique of patient care (As per Utah Rule R426-15-401).
- Establishes, implements, reviews and updates (at least annually) system-wide protocols, policies and procedures for all patient care activities from dispatch through triage, treatment and transport (As per Utah Rule R426-15-401).
- Ensures the qualifications of field EMS personnel involved in patient care and dispatch through the provision of ongoing continuing medical education programs and appropriate review and evaluation (As per Utah Rule R426-15-401).
- Requires education and testing to the level of proficiency approved for the following personnel within the EMS system:
 - First Responders
 - EMTs, all levels
 - Dispatchers
 - Educational coordinators
- Attends meetings of the local EMS Council, if one exists, to participate in the coordination and operations of local EMS providers (As per Utah Rule R426-15-401).
- Meets with the Tremonton City Fire Chief and EMS Officers once a quarter to discuss EMS matters.
- Suspends from patient care, pending Bureau of EMS Department review, a field EMS personnel or dispatcher who does not comply with local medical triage, treatment and transport protocols, pre-arrival instruction protocols, or who violates any of the EMS rules, or who the Medical Director determines is providing emergency medical service in a careless or unsafe manner. The Medical Director must notify the Bureau of EMS Department within one business day of the suspension. (As per Utah Rule R426-15-401). Suspensions of EMS personnel from medical care duties for due cause by the Medical Director shall be according to the appropriate State and City (unless State process supersedes the City's processes) review and appeals process

Knowledge, Skills & Abilities

Knowledge of:

- Design and operation of pre-hospital EMS systems (As per Utah Rule R426-15-401).
- EMS dispatch and communications (As per Utah Rule R426-15-401).
- Local mass casualty and disaster plans.
- Bear River Valley Emergency Department management of the acutely ill or injured patient.
- EMS laws and regulations.

Skills in:

- Pre-hospital emergency care of the acutely ill or injured patient.
- Medical direction of pre-hospital emergency units.
- Instruction of pre-hospital personnel.
- EMS quality improvement process.

Ability to:

- Maintain knowledge levels appropriate for an EMS Medical Director through continued education.

Education & Experience

- Be a licensed Medical Doctor.
- Have completed an American College of Emergency Physicians or National Association of Emergency Medical Physicians medical director training course or the Bureau of EMS Department's medical director training course or complete one within six months after becoming the Medical Director. (As per Utah Rule R426-15-401).

Special Requirements

- Obtain insurance for duties/actions performed by the Medical Director.
- A written agreement that delineates the Medical Director's authority and responsibilities and the EMS system's obligations (As per Utah Rule R426-15-401).
- All of the Medical Director's written protocols, policies, procedures, etc. become the property of Tremonton City.
- The successful agreement of the terms of a contract between Tremonton City and the Medical Director is prerequisite to this position.
- Attend at least one Tremonton City Fire Department drill night once a quarter.

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment,

compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Tremonton City is an EEO/ADA employer.

Exhibit “C”