



**Tremonton City Corporation
City Council Meeting
July 19, 2016
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

AGENDA

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

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

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

1. Opening Ceremony
2. Introduction of guests
3. Approval of agenda
4. Approval of minutes – July 5, 2016
5. Public comments: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
6. New Council Business:
 - a. Discussion and consideration of approving Resolution No. 16-37 adopting a Land Acquisition Agreement between Tremonton City and Archibald Properties LLC for the purpose of acquiring right-of-way width for the south leg of the signalized intersection of Iowa String and Main Street
 - b. Discussion and consideration of approving Resolution No. 16-38 approving a Public Recreation Easement Agreement granted by Rocky Mountain Power to Tremonton City for a trail system
 - c. Discussion and consideration of approving Resolution No. 16-36 adopting the Country Lane Subdivision Development Agreement
 - d. Discussion and consideration of adopting Resolution No. 16-39 approving an agreement with Town and Country Shows for amusement activities for Tremonton City Days

- e. Discussion and consideration of adopting Resolution No. 16-40 approving an agreement with Luvn2Jump Inflatables for Tremonton City Days
 - f. Discussion and consideration of approving submission of applications to the Box Elder County Local Transportation Corridor Preservation Fund for the funding of: 1) acquiring right-of-way width for south leg of the signalized intersection of Iowa String and Main Street; and 2) transportation planning
 - g. Discussion of a tiered water rate for Tremonton City and possible preliminary water rate structures as calculated by the Public Works Director
7. Comments:
- a. City Manager Reports
 - 1. Starting the public notice requirements associated with adopting an Impact Fee Analysis
 - b. City Department Head Reports
 - 1. New format of minutes- Linsey Nessen, Acting City Recorder
 - c. Council Reports
8. Adjournment

Anchor location for Electronic Meeting by Telephone Device. With the adoption of Ordinance No. 13-04, the Council may participate per Electronic Meeting Rules. Please make arrangements in advance.

Persons with disabilities needing special assistance to participate in this meeting should contact Linsey Nessen no later than 48 hours prior to the meeting.

Notice was posted, July 15, 2016 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was delivered to The Leader (Newspaper) on, July 15, 2016.

Linsey Nessen, ACTING RECORDER

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING July 5, 2016

Members Present:

Diana Doutre
Lyle Holmgren
Jeff Reese
Bret Rohde
Lyle Vance
Roger Fridal, Mayor
Shawn Warnke, City Manager
Linsey Nessen, Deputy Recorder

CITY COUNCIL WORKSHOP

Mayor Fridal called the July 5, 2016 City Council Workshop to order at 5:59 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Doutre, Holmgren, Reese, Rohde, and Vance, City Manager Shawn Warnke, and Deputy Recorder Linsey Nessen. The following Department Heads were also present: Food Pantry Director Cathy Newman, Parks and Recreation Director Marc Christensen, and Public Works Director Paul Fulgham. Also in attendance were: City Attorney Dustin Ericson and Sergeant Kevin Allred.

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

The Council reviewed the July 5, 2016 Agenda with the following items being discussed in more detail:

Resolution No. 16-35. The Council discussed the change to have Linsey Nessen be the Acting City Recorder until Darlene Hess retires in September of 2016 then appoint Ms. Nessen to the position of City Recorder. The Council welcomed Ms. Nessen to that capacity.

Disposal of 1953 Ford Customline. A 1953 Ford was donated to the City with the proceeds from the car to benefit the Food Pantry. There was talk of putting the car in the parade. Manager Warnke noted the car needs to be declared surplus property to dispose of it. Director Newman would like to get the most money from the car to help benefit the Food Pantry. Attorney Ericson said if there is a raffle, people must be able to enter without paying any money but the City can have a suggested donation price for each ticket.

Another option discussed was an auction but that would narrow down the number of people that could be involved. The desire is to help raise money and awareness for the

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Food Pantry and get the community involved. The tickets could be available during Box Elder County Fair, Wheat and Beat Days, and Tremonton City Days. If the City stated there was a minimum total amount that must be collected before the raffle, the City would need to return all the money if that amount was not reached. They discussed posting the car and raffle information on the City’s website and possibly collecting donations through that venue.

The person that donated the car suggested the raffle tickets have a suggested \$20 donation. There would be more people that could get involved at that price. It would be good to have it in The Leader. City staff can purchase tickets but the drawing would need to be held publicly. Jessica Tanner with The Leader said tickets could be sold at their office and they could put free advertising on their home page with a story.

Generator for Wastewater Treatment Facility. Director Fulgham commented that the backup generator is from 1979 and has required several repairs. It is proposed that the City purchase a new one as the cost for the necessary repairs is over \$10K. Currently they hooked up the portable generator from the Water Department to be compliant with Federal Law. The three main suppliers are GENERAC with a bid of \$71,451.60, Cummins at \$71,918, and CAT did not submit a bid. The generator is a 350 KW, which is big enough to run the entire Wastewater Treatment Facility and future expansion. It is self contained and will sit outside the building on its fuel tank. Director Fulgham noted that GENERAC is a good brand.

- 2. Review of different options for disposing of a 1953 Ford Customline vehicle that was donated to the City for the benefit of the Tremonton City Food Pantry

This item was discussed above.

- 3. Update on City Days – Director Marc Christensen

Director Christensen said there will be a Dutch oven community dinner Monday, July 18th. The Council was invited to help. It was noted that the Chamber of Commerce will be serving. A picture of the 1953 Ford has been posted to the City’s website and it will be the backdrop for all advertisements for City Days. There will be a pickle ball tournament, teen dodgeball and baseball games. There are things going on every night during the week of City Days with Friday and Saturday being the busiest days. There will be a local produce farmers market on Friday, July 22nd and the City Council breakfast Saturday, July 23rd, at North Park. Mayor Fridal and the Council thanked Director Christensen for his work.

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

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The Council moved into closed session at 6:32 p.m.

4. **CLOSED SESSIONS:**

- a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms*
- b. *Strategy session to discuss the character, professional competence or physical or mental health of an individual*

Motion by Councilmember Holmgren to return to Open Session. Motion seconded by Councilmember Reese. Motion approved by consensus of the Council.

The Council returned to open session at 6:48 p.m.

The meeting adjourned at 6:48 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Fridal called the July 5, 2016 City Council Meeting to order at 6:59 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Doutre, Holmgren, Reese, Rohde, and Vance, City Manager Shawn Warnke, and Deputy Recorder Linsey Nessen. The following Department Heads were present: Public Works Director Paul Fulgham. Also in attendance was: Sergeant Kevin Allred.

1. Opening Ceremony:

Mayor Fridal asked anyone who may be offended by listening to a prayer to step out into the lobby for this portion of the meeting. The prayer was offered by Councilmember Doutre and the Pledge of Allegiance was led by Councilmember Rohde.

2. Introduction of guests:

Mayor Fridal welcomed those in attendance.

3. Approval of Agenda:

Motion by Councilmember Reese to approve the agenda of July 5, 2016. Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

4. Approval of minutes – June 21, 2016:

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

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Motion by Councilmember Vance to approve the minutes of June 21, 2016. Motion seconded by Councilmember Rohde. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

5. Public comments: Comments limited to three minutes:

Ben Greener noted he has been on secondary water since 2007. It is great but it has a lot of sediment in it. Thinking of the future, there should be more people on secondary water and they need to improve the quality. His sprinkler filters get clogged from the secondary water and they wear out because of the abrasive material. It could have a sediment pond before pumping to residents. Councilmember Holmgren said a sand media filter works well. Mr. Greener would like it to be filtered but also to be improved and enlarged for more residents to use to help with culinary water use.

The second topic Mr. Greener discussed is the need for a sign on 1000 North eastbound stating there is a 30 ton weight limit and the need to enforce that limit. There is a sign going westbound. There are heavy trucks using the road that will damage it. There are also semis parking in front of McDonalds even though there are two (2) no parking signs. The trucks ruin the roads when parking on the side. The Council thanked Mr. Greener.

6. New Council Business:

- a. Discussion and consideration of approving Resolution No. 16-35 appointing an individual to serve as the acting City Recorder and thereafter as City Recorder

Motion by Councilmember Vance to approve Resolution No. 16-35 as written. Motion seconded by Councilmember Reese. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

- b. Discussion and consideration of authorizing the disposal of a 1953 Ford Customline vehicle that was donated to the City for the benefit of the Tremonton City Food Pantry

The Council will authorize the disposal of the vehicle and City staff will determine the method to use. Manager Warnke said the idea was to do a drawing.

Motion by Councilmember Rohde to move forward with the disposal of the 1953 Ford Customline and set up a drawing with all proceeds to go back to the Food Pantry. With a suggested \$20 donation a ticket and suggested it be set up at the 24th celebration as well as the Box Elder County Fair and Wheat and Beat Days. Councilmember Holmgren asked if a date should be set to announce the winner of the raffle. Director Fulgham suggested the winner be announced at the City Council Meeting after Labor Day. The Council liked that idea. **Councilmember Rohde added that to his motion.** Councilmember Vance

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suggested it also include that City staff come up with a venue for collecting money. **That was also included in the motion.** Motion seconded by Councilmember Holmgren. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

- c. Discussion and consideration of awarding bid for a new 350 KW self contained generator and installation for the Tremonton City Wastewater Treatment Facility

Director Fulgham explained it is included in the budget to replace the old generator as it would cost a lot to make the necessary repairs.

Motion by Councilmember Holmgren to award the bid to GENERAC for the generator for the Wastewater Treatment Facility. Motion seconded by Councilmember Vance. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

- d. Discussion and review of information on the culinary water condition in the City

Director Fulgham stated the water usage spikes from Memorial Day to Labor Day. He talked about updating the Secondary Water Plan for feasibility. There is a need for source production and infrastructure to meet future demands. There have been more building permits already this calendar year than last year.

The water usage in the parks has been cut back and there is no watering on Wednesdays. Director Fulgham noted the best way to control water usage is through rates.

There is currently no way to meter the usage on secondary water because meters would need more filtering. Weber Basin and UTA (Utah Transportation Authority) have invested money in billboards and signs to educate people. There are also commercials on TV about conserving water. The City is required to have a conservation rate, which means you pay more for more water usage.

Mayor Fridal is on a State Drinking Water Board that helps communities with water projects. He has seen several cities that charge \$60-70 for water alone. Director Fulgham explained that when using State loans, water rates have to be 1.7% of the median household income. Utah has lower water rates nationwide. Director Fulgham will present a conservation rate next City Council meeting. The City will also be doing the feasibility study for secondary water.

7. Comments:

- a. Administration/City Manager Advise and Consent

Manager Warnke stated the July 26th meeting is canceled.

- 1. State of Utah Grant Agreement in the amount of \$1,200 for a wall mural

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The City has been awarded \$1,200. Director Christensen will prepare several different projects for consideration. Councilmember Rohde noted that Mr. Nessen does a phenomenal job on the murals.

- 2. Discussion of any item listed on the Workshop Agenda

No items were discussed.

- b. City Department Head Reports

There were no Department Head Reports.

- c. Council Reports

Councilmember Holmgren told the Council to send him ideas for the website. The more up to date it is the more usage it gets. There were 367 visits to the website today and 474 yesterday. Some days have over 600 people visiting it. The website needs to keep current. The highest usage was 1,048 views.

Mayor Fridal discussed the need to change the date for the summer party. It was decided to hold it Thursday, August 4th.

- 8. Adjournment.

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

The meeting adjourned at 7:32 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.

Linsey Nessen, Acting Recorder

RESOLUTION NO. 16-37

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A LAND ACQUISITION AGREEMENT BETWEEN TREMONTON CITY AND ARCHIBALD PROPERTIES LLC FOR THE PURPOSE OF ACQUIRING RIGHT OF WAY WIDTH FOR THE SOUTH LEG OF THE SIGNALIZED INTERSECTION OF IOWA STRING AND MAIN STREET

WHEREAS, currently, at the south leg of the signalized intersection of Iowa String and Main Street, northbound traffic shares a through lane with a right-turn lane; and

WHEREAS, Buyer identified a need for a dedicated right turn lane, unshared with through traffic, at the signalized intersection of Iowa String and Main Street; and

WHEREAS, the current right-of-way width for the south leg of the signalized intersection of Iowa String and Main Street cannot accommodate a dedicated right turn lane without additional right-of-way; and

WHEREAS, Seller is the current property owner of real property from which Buyer must acquire the additional right-of-way in order to realize a dedicated right turn lane at the aforementioned intersection; and

WHEREAS, Buyer approached Brad Archibald, the Manager of Archibald Properties, LLC, regarding the acquisition of the additional right-of-way; and

WHEREAS, Seller is desirous to sell a portion of property that is generally 2,665 square feet and 310 feet in length of real property ("Purchase Parcel" generally shown as Exhibit "A") to Buyer; and

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

WHEREAS, Buyer intends to make application to Box Elder County for the use of the Local Option Transportation Corridor Preservation Fund necessary to purchase the additional right-of-way for the dedicated right turn lane; and

WHEREAS, Buyer understands the next available opportunity to submit an application to Box Elder County for the use of the Local Option Transportation Corridor Preservation Fund is August 2016; and

WHEREAS, part of the Box Elder County application process for the Local Option

Transportation Corridor Preservation Fund requires the Buyer to come to a written agreement with the Seller to acquire its Property; and

WHEREAS, the Local Option Transportation Corridor Preservation Fund may only grant funds up to the appraised value of the Purchase Parcel; and

WHEREAS, Buyer is within a non-obtainment area wherein the air quality does not meet the National Ambient Air Quality Standards (“NAAQS”) for ozone, carbon monoxide, or particulate matter-nonattainment areas; and

WHEREAS, as a part of being within a non-obtainment area, Buyer is eligible for receiving Congestion Mitigation Air Quality (“CMAQ”) Funds that provide a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act; and

WHEREAS, specifically CMAQ funding is available to reduce congestion and improve air quality; and

WHEREAS, constructing a dedicated right turn lane at the intersection of Main Street and Iowa String has the ability to reduce congestion and improve air quality by reducing the idling time of vehicles queued behind other vehicles; and

WHEREAS, the Utah Department of Transportation (“UDOT”) programmed one hundred and fifty thousand dollars (\$150,000) of CMAQ funds (\$139,845 of Federal funds and \$10,155 of Match from the Buyer) to assist in the construction of a dedicated right turn lane; and

WHEREAS, Utah Code 10-8-2 is authorizes Buyer to purchase real property.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby approves a Land Acquisition Agreement as attached in Exhibit “A”.

Adopted and passed by the governing body of Tremonton City Corporation this 19th day of July, 2016.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

Linsey Nessen, Acting City 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 Archibald Properties 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, currently, at the south leg of the signalized intersection of Iowa String and Main Street, northbound traffic shares a through lane with a right-turn lane; and

WHEREAS, Buyer identified a need for a dedicated right turn lane, unshared with through traffic, at the signalized intersection of Iowa String and Main Street; and

WHEREAS, the current right-of-way width for the south leg of the signalized intersection of Iowa String and Main Street cannot accommodate a dedicated right turn lane without additional right-of-way; and

WHEREAS, Seller is the current property owner of real property from which Buyer must acquire the additional right-of-way in order to realize a dedicated right turn lane at the aforementioned intersection; and

WHEREAS, Buyer approached Brad Archibald, the Manager of Archibald Properties, LLC regarding the acquisition of the additional right-of-way; and

WHEREAS, Seller is desirous to sell a portion of property that is generally 2,665 square feet and 310 feet in length of real property (“Purchase Parcel” generally shown as Exhibit “A”) to Buyer; and

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

WHEREAS, Buyer intends to make application to Box Elder County for the use of the Local Option Transportation Corridor Preservation Fund necessary to purchase the additional right-of-way for the dedicated right turn lane; and

WHEREAS, Buyer understands the next available opportunity to submit an application to Box Elder County for the use of the Local Option Transportation Corridor Preservation Fund is August, 2016; and

WHEREAS, part of the Box Elder County application process for the Local Option Transportation Corridor Preservation Fund requires the Buyer to come to a written agreement with the Seller to acquire its Property; and

WHEREAS, the Local Option Transportation Corridor Preservation Fund may only grant funds up to the appraised value of the Purchase Parcel; and

WHEREAS, Buyer is within a non-obtainment area wherein the air quality does not meet the National Ambient Air Quality Standards (“NAAQS”) for ozone, carbon monoxide, or particulate matter-nonattainment areas; and

WHEREAS, as a part of being within a non-obtainment area Buyer is eligible for receiving Congestion Mitigation Air Quality (“CMAQ”) Funds that provide a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act; and

WHEREAS, specifically CMAQ funding is available to reduce congestion and improve air quality; and

WHEREAS, constructing a dedicated right turn lane at the intersection of Main Street and Iowa String has the ability to reduce congestion and improve air quality by reducing the idling time of vehicles queued behind other vehicles; and

WHEREAS, the Utah Department of Transportation (“UDOT”) programmed one hundred and fifty thousand dollars (\$150,000) of CMAQ funds (\$139,845 of Federal funds and \$10,155 of Match from the Buyer) to assist in the construction of a dedicated right turn lane; and

WHEREAS, Utah Code 10-8-2 is authorizes Buyer 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:

ARTICLE I
REAL PROPERTY TO BE PURCHASED

1.01 **Real Property Purchase.** Seller hereby agrees to sell, transfer and convey to Buyer, free and clear of any lien or encumbrance, and Buyer, upon the conditions herein specified being met, hereby agrees to purchase the Purchase Parcel as generally described in Exhibit “A”, which is hereby attached and incorporated hereto.

1.02 Conditions Requirements. The Buyer's purchase of the Purchase Parcel is conditional upon the foregoing conditions being met, and Buyer may terminate this Agreement, in its entirety without penalty, based upon the following conditions being met to the sole satisfaction of the Buyer:

- a. Box Elder County grants sufficient funding from the Local Option Transportation Corridor Preservation Fund for the Buyer to acquire the Purchase Parcel; and
- b. The Purchase Parcel meeting the Buyer's determined requirements for reasonable construction and use as a right turn lane.

1.03 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.

ARTICLE II **PURCHASE PRICE AND OBLIGATIONS OF BUYER**

2.01 Purchase Parcel Price. Subject to the terms and conditions of this Agreement and in exchange for the Purchase Parcel generally described in Exhibit "A" being generally 2,665 square feet in size and 310 feet in length, together with the covenants and warranties provided by Seller herein, Buyer agrees to pay to Seller the amount of the appraised value of the Purchase Parcel as determined by a licensed, experienced, and certified appraiser.

2.02 Appraisal of the Purchase Parcel. The Buyer of the Purchase Parcel shall contract a Utah Licensed Appraiser to determine the current appraised value of the Purchase Parcel including the existing improvements on the Purchase Parcel, which may include but is not limited to a sign structure and shed. The Buyer shall pay the costs of the appraisal.

2.03 Survey and Subdivision. The Buyer shall contract with a Utah Licensed Surveyor to survey the Purchase Parcel. Based upon the data provided by the Surveyor, the Buyer shall cause a subdivision plat to be created for the purpose of dividing the Purchase Parcel from the remainder property that will be owned by Seller. The Buyer shall pay the costs of the survey and preparation of the subdivision plat.

2.04 Buyer's Obligation to Construct Right Turn Lane. The Purchase Parcel is approximately 2,665 square feet in size and 310 feet in length, and the development of the Purchase Parcel as a right turn lane shall be done in phases. The Buyer shall be solely responsible for constructing the first phase of the turn lane, being 115 feet in length when UDOT actually appropriates or provides funding for the construction of the dedicated right turn lane. As described in the Recital Section of this Agreement, UDOT programed one hundred and fifty thousand dollars (\$150,000) for the construction of the dedicated right turn lane on the Purchase Parcel. The first phase of the construction of the right turn lane being 115 feet in length is anticipated to include: the

potential of moving the traffic light mast, reconfiguring irrigation headgates, asphalt for the right turn lane, curb, gutter, storm drain improvements, and sidewalk.

The construction of the second phase of the Purchase Parcel, being 195 feet will be done sometime in the future by either the Buyer or the Seller as the circumstances may dictate. See Section 3.08 for circumstances which may dictate the Seller's responsibility to improve the second phase of the right turn lane.

2.05 Shed on Purchase Parcel. The Purchase Parcel generally being 2,665 square feet in size and 310 feet in length has a storage shed located approximately 115 feet from the intersection of Main Street. Tremonton shall construct the entire build out of the right-turn lane in phases with the first phase being from the intersection of Main Street south 115 feet which would leave the shed undisturbed for a time. The Buyer will lease the shed back to the Seller until the second phase of construction of the dedicated right turn lane begins sometime in the future or until the Seller decides that they do not want to use the shed, at \$_____ per year, which shall be returned to Box Elder County if the Purchase Parcel is acquired by funds granted from the Local Option Transportation Corridor Preservation and if required by Utah Law.

2.06 Underground Tanks. Based on the history of the Purchase Parcel, the possibility of the existence of underground tanks is present. Prior to the appraisal, as outlined in Section 2.02 of the Agreement, an environmental report shall be conducted at the Buyer's sole expense. In the event that such report determines the existence of underground tanks and cost associated with the remediation of the potential underground tanks, Buyer at its sole election may terminate this Agreement in its entirety without penalty. In the event Buyer exercises said election to terminate the Agreement, Buyer shall still be solely responsible for the costs associated with environmental reports, any surveying, and appraisal(s) and will provide the Seller with any reports associated with the environmental, surveying or appraisal.

ARTICLE III

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:

3.01 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 Archibald Properties, LLC.

3.02 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.

3.03 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.

3.04 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.

3.05 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.

3.06 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.

3.07 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 Seller's Obligation for Right of Way Improvements. As noted in Section 2.04 the entire right turn lane being approximately 310 feet long shall be constructed in phases. The City shall be solely responsible for constructing the first phase, being 115 feet in length, when UDOT actually appropriates or provides funding for the construction of the dedicated right turn lane. The responsibility of the remaining development of the right turn pocket being 195 feet may be constructed by either the Seller or the Buyer. If the Seller or the Seller's successor in interest applies for a land use application to Tremonton, the City may exact some of the right-of-way improvements including, but not limited to, curb, gutter, sidewalk, etc in accordance with legal standards for exacting improvements contained in Utah Code 10-9a-508. The specific improvements shall be determined upon application and shall be roughly proportionate in both nature and extent as the improvements that Tremonton City is exacting. Prior to the submission of any proposed land use application by the Seller or Seller's successor in interest, Buyer may elect to construct the second phase of improvements for the dedicated right turn lane.

ARTICLE IV

ADDITIONAL RIGHTS AND OBLIGATIONS OF BUYER

4.01 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.

ARTICLE V
INDEMNIFICATION

5.01 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.

5.02 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.

ARTICLE VI
MISCELLANEOUS

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

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

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

6.04 Waiver. A waiver by any Party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

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

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

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

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

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

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

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:

Brad Archibald

By: _____
ARCHIBALD PROPERTIES LLC, Manager

ACKNOWLEDGEMENT

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

On the ___ day of _____, 2016, personally appeared before me
_____ 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: _____
Linsey Nessen, City Recorder

ACKNOWLEDGEMENT

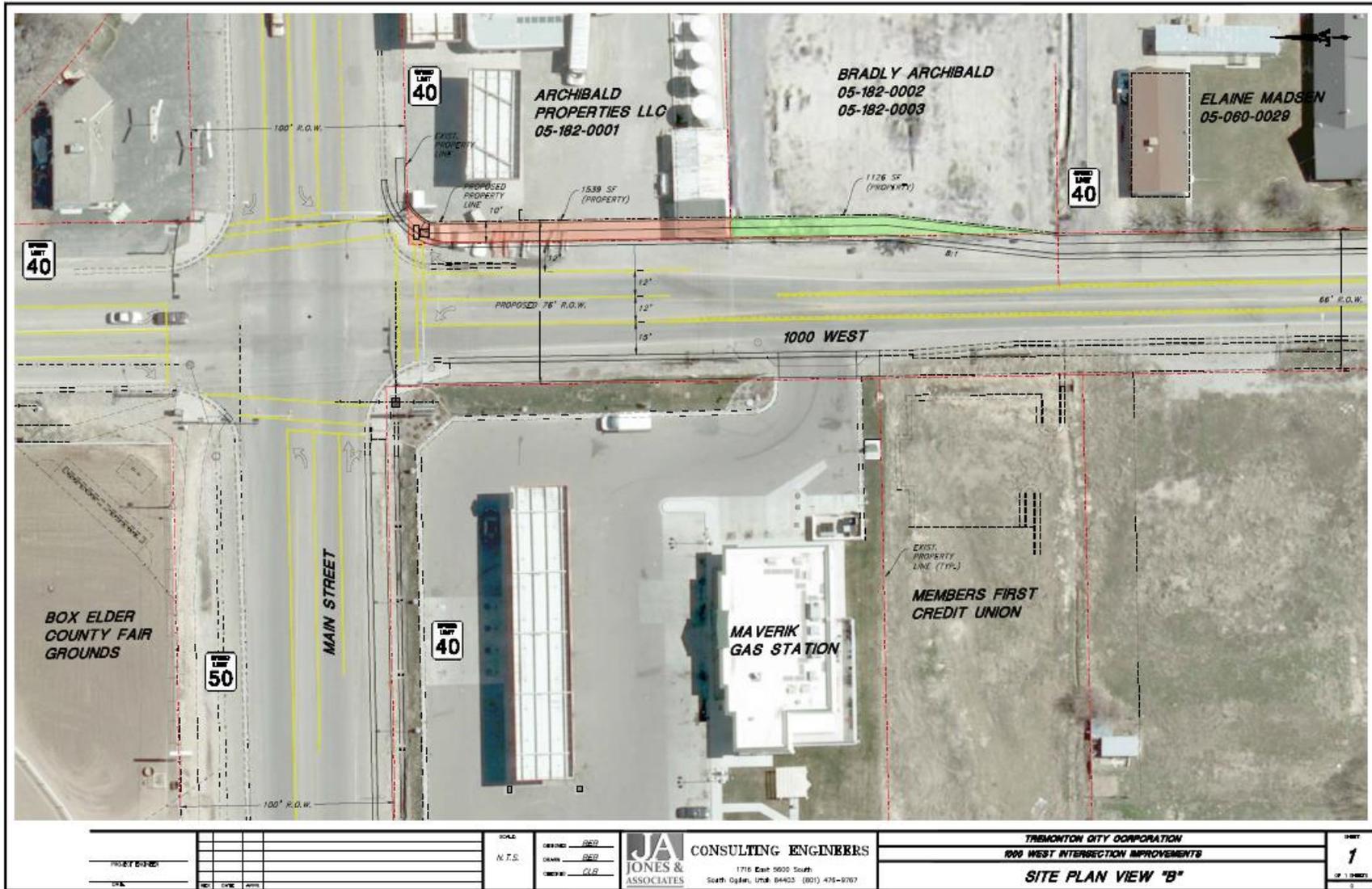
STATE OF UTAH)
 :ss.
County of Box Elder)

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

Notary Public

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EXHIBIT "A"



RESOLUTION NO. 16-38

**A RESOLUTION OF THE CITY COUNCIL APPROVING A PUBLIC RECREATION
EASEMENT AGREEMENT GRANTED BY ROCKY MOUNTAIN POWER TO
TREMONTON CITY FOR A TRAIL SYSTEM**

WHEREAS, Tremonton City has planned a trail system to parallel the rail and canal corridor running north and south in Tremonton City; and

WHEREAS, Rocky Mountain Power owns certain parcels of land in Tremonton City that is adjacent to the rail corridor, which has a tax identification number of 05-049-0001 and is approximately 12 acres in size used as a Service Center (the "Easement Property"); and

WHEREAS, a large portion of the Easement Property owned by Rocky Mountain Power is undeveloped; and

WHEREAS, Tremonton City has identified that the Easement Property will accommodate a trail corridor that runs along the property lines of the Easement Property; and

WHEREAS, as shown on Exhibit "A", Tremonton City desires to obtain a trail easement on the Easement Property for the purposes of: (1) constructing the Improvements; and (2) allowing public access for recreational use; and

WHEREAS, Rocky Mountain Power has agreed to convey an easement to Tremonton subject to and in accordance with the terms and conditions detailed in the attached exhibits of this Resolution.

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

The Mayor is hereby authorized to sign the Public Recreation Easement Agreement attached in Exhibit "B" and the Acting City Recorder is instructed to cause this document to be recorded in the Box Elder County Recorder's Office.

Further, be it resolved that Tremonton City shall pay Rocky Mountain Power a sum of money commensurate with the number of acres that the Public Recreation Easement encumbers. The City shall compensate based upon \$7,500 per acre of easement. Currently it is estimated that the easement will encumber 0.66 acres, which equates to a payment of \$4,950 to Rocky Mountain Power.

Adopted by the Tremonton City Council this 19th day of July, 2016.

TREMONTON CITY
A Utah Municipal Corporation

Roger Fridal, Mayor

ATTEST:

Linsey Nessen, Acting City Recorder
Resolution No. 16-38

July 19, 2016

Exhibit "A"



J&A
JONES & ASSOCIATES
CONSULTING ENGINEERS
1716 East 5600 South
South Ogden, Utah 84403 (801) 476-9787

TREMONTON CITY CORPORATION
TRAILS - CENTRAL CANAL
CORRIDOR SITE PLAN

2
OF 12

Exhibit "B"

When recorded, return to:
Rocky Mountain Power
Property Management
1407 West North Temple
Salt Lake City, UT 84116
Attn: Lisa Louder/Roger Rigby
Tax ID No(s)
File No(s)

PUBLIC RECREATION EASEMENT AGREEMENT

This Public Recreation Easement Agreement (the “Easement”) is entered into this ____ day of _____ 2016, by and between Rocky Mountain Power, a d/b/a of PacifiCorp, an Oregon corporation, successor in interest to Utah Power & Light Company, (“Grantor”), and The City of Tremonton, Utah, a municipal corporation and political subdivision of the State of Utah, whose principal address is 102 S. Tremont Street, Tremonton, Utah 84337 (“Grantee”).

RECITALS

A. Grantor owns certain parcels of land located in Box Elder County, State of Utah, used for the construction, maintenance and operation of high voltage electric transmission lines and other similar and incidental uses in connection with its electric utility operations. The parcel of land is referred to hereinafter as the “Service Center Land.”

B. Grantee desires to construct a public trail and related improvements (collectively referred to herein as the “Improvements”) within the Service Center Land and desires an easement for the purposes of: (1) constructing the Improvements; and (2) allowing public access for recreational use.

C. Grantor has agreed to convey an easement to Grantee subject to and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in exchange of the mutual promises herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee a non-exclusive, perpetual easement on, over, across and through the Service Center Land (hereinafter referred to as the “Easement” or “Easement Area”) for the Improvements, which will be constructed operated and maintained solely by Grantee. The location and boundaries of the Easement conveyed to Grantee are more particularly described in Exhibit(s) “A”, and “B”, attached hereto and by this reference made a part hereof.

2. Limitation of Liability.

2.1. Limitation of Landowner’s Liability. Grantee shall also have the right to allow the public to use, without charge, the Easement Area for recreational purposes and for no other use. The intent of this easement is to make the Service Center Land available to the public for recreational purposes in accordance with the provisions of the Limitation of Landowner Liability – Public Recreation laws as set forth in Chapter 57, Title 14, Utah Code Annotated, (hereinafter referred to as the “Act”) and to limit Grantor’s and Grantee’s liability toward persons entering such land. To that end, Grantee shall

not construct or cause to be established or performed in the Service Center Land any dangerous structure, condition or activity. If, and to the extent that, Grantee has knowledge of a dangerous structure, condition, activity or use as set forth in the Act, it shall be the responsibility of Grantee, not Grantor, to guard or warn as defined by the Act; provided that, nothing in this Easement shall create or enlarge Grantor's or Grantee's duty or obligation to third parties or impute Grantor's knowledge to Grantee or vice versa. Grantee shall defend Grantor under the Act for any and all claims directly or indirectly arising out of, caused by, or resulting from, in whole or in part, the public's access and/or use of the Easement, except for any liability caused by the sole negligence of Grantor.

2.2. Indemnification for Claims not within the Act. Grantee shall use the Easement at its own risk. Grantee shall release, indemnify, defend, and hold harmless Grantor from and against all other liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from in whole or in part, (i) a breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement. Grantee shall not be obligated to indemnify, defend or hold Grantor harmless to the extent any liability under this section 2.2 is caused by any negligent or willful act or failure to act of the Grantor. Grantee's obligations under this section 2.2 are subject to the limitations set forth in the Governmental Immunity Act of Utah.¹

2.3. Grantee has examined the Easement Area and accepts it in its present condition, AS-IS and with all faults. Grantee further acknowledges that it is aware that static shock could occur under the overhead high voltage power lines operating under normal conditions and agrees to implement construction, maintenance or other measures, which may include temporary or permanent trail closure, as deemed appropriate by Grantor to protect the public from static shock in the Easement Area.

2.4. Grantor makes no representations or warranties as to the present or future condition of the Easement Area and shall not be required to perform, pay for, or be responsible for any work to ready the property or remedy any property conditions or perform any work, repair, or improvement whatsoever to the property or Grantor's facilities or structures to accommodate Grantee's use conveyed hereunder.

3. Grantee's Improvements.

3.1. Grantee shall not:

a. make any use of Grantor's Land that, in the sole opinion of Grantor, unreasonably interferes with the operation, maintenance or repair of Grantor's existing electric facilities and improvements or any facilities or improvements that may in the future be constructed, added to, modified, or altered;

b. make any use of Grantor's Land that, in the sole opinion of Grantor, creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety, or that may violate either OSHA requirements for worker safety near high voltage lines or Utah High Voltage Act Safety Clearance Standards;

¹ *Utah Code Ann.* § 63G-7-101 *et. seq.*
Resolution No. 16-38

c. construct or place any building or structure of any kind or nature (i.e., pavilions, restrooms, etc.) or place or allow to be placed any equipment or material of any kind within the Easement and below Grantor's transmission lines or transmission line structures without express written consent of Grantor, which consent shall not be given for any such buildings, structures, streetlights or signs that exceed (10) feet in height;

d. store any materials, or allow flammable or hazardous materials to be temporarily present, or allow refueling of vehicles or equipment, or allow any fires to be lit within Grantor's Land; provided, however, that Grantee may place fill material within the Easement as part of its construction project as approved by Grantor in writing upon review of plans and specifications;

e. alter ground elevations without Grantor's prior written consent.

3.2. Requests for Grantor's consent to uses other than specifically allowed above must be made in writing. Such consent shall be based upon National Electric Safety Code clearance standards or more stringent standards as may be imposed by Grantor, drainage concerns, the protection of Grantor's existing and future facilities and improvements, and any other reason Grantor deems reasonably necessary for the efficient and safe operation of Grantor's transmission lines.

3.3. Prior to making any improvements or placing any structure within Easement Area, Grantee shall submit detailed plans and specifications to Grantor at least sixty (60) days in advance. Grantor reserves the right to deny or require modifications to such plans to ensure the Improvements will not impair Grantor's facilities or uses of its property. The Improvements shall be made in a good and workmanlike manner consistent with applicable building codes or other applicable governmental requirements.

3.4. Grantee shall not use or permit to be used within the Service Center Land any cranes or other equipment having a boom or similar attachment which may come in contact with or within an unsafe distance of Grantor's overhead electric transmission and distribution lines or structures. Grantee shall not excavate within 50 feet of Grantor's transmission structures. Grantee shall maintain a minimum distance of twenty (20) feet between equipment and transmission line conductors (wires). Grantee shall maintain a minimum distance of fifty (50) feet between approved structure(s) and transmission line conductors (wires). Grantee shall maintain a minimum distance of thirty-five (35) feet from finished grade of approved improvements to conductors. Grantee shall maintain a minimum distance of fifty (50) feet between approved improvements and the point where the transmission line (steel/wood pole/guy anchor/steel pole) enters the earth. Grantee shall use best faith efforts to monitor against any public activity that may result in bringing any object or thing within the minimum clearance distances provided in this paragraph.

3.5. Grantee shall not plant any species of trees or other vegetation under or near Grantor's transmission lines that will grow to a mature height greater than twelve (12) feet and shall otherwise keep and maintain the Easement Area clear of all brush, trees and timber that exceeds twelve (12) feet in height or any other vegetation that may endanger Grantor's facilities or improvements or that may impede Grantor's use and access of the Easement Area for its utility operations.

3.6. Grantee shall bear any and all costs and expenses for developing the Easement Area which shall be performed in a workman like manner and in accordance with federal, state, and local laws.

3.7. Grantee shall not construct or cause to be constructed any curb within the Easement Area, unless expressly approved by Grantor.

3.8 Grantee shall comply with all applicable federal, state, and local laws and applicable codes and standards in connection with its use of the Easement.

4. Grantor's Use.

4.1. Grantor shall have the right to use Grantor's Land, without impairment or interference of any kind, for any use in connection with its electric utility operations. Moreover, Grantor may allow the Easement Area to be used by others, without permission or notice to Grantee, for any purpose that does not unreasonably interfere with Grantee's use, including the installation and use for communications equipment, pipelines, and other similar utility-related uses.

4.2 Grantor shall have the right to cross the Easement Area with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon at any time. Grantor will take commercially reasonable care to not damage Grantee's Improvements during operation and maintenance of the transmission line. However, in the event Grantee's facilities or improvements are damaged by Rocky Mountain Power's vehicles or equipment, then Rocky Mountain Power shall not be liable for the replacement or repair of Grantee's facilities or improvements. In the event Grantee desires the repair or replacement of its facilities located on property owned by Rocky Mountain Power, then GRANTEE shall be solely responsible for the cost of such repair or replacement. Grantor shall use good faith efforts to notify Grantee in advance of any planned, significant construction activities that may interfere with use of the Easement Area by the public or Grantee.

5. Reversion.

5.1. In the event Grantee ceases to use the Easement Area for the public recreational purposes set forth in this Easement for a continuous period of one year, this conveyance, including all right, title, and interest granted herein, shall immediately terminate and revert to Grantor. This provision shall not apply until after Grantee has completed the Improvements, provided that the Improvements are completed within five years after date of the grant of this Easement.

5.2. If the enactment or adoption of any law, ordinance, regulation, order, condition, or other governmental requirement relating to Grantor's operations on the property makes further performance impractical or frustrates the purpose for which this Easement was granted, Grantor shall have the right to terminate this Easement by giving Grantee ninety (90) days prior written notice.

6. Prevailing Party. If any suit or action arising out of or related to this Easement is brought by either party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunications costs, and deposition costs, and all other costs of discovery) incurred by such party or parties in such suit or action, including without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suite or action.

7. Integration. This Easement, including exhibits, represents the entire agreement between the parties and supersedes any and all prior understandings, representations, or agreements of the parties, whether written or otherwise, regarding the subject matter of this document.

8. Authority. Each individual executing this Easement Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Easement Agreement in the capacity and for the entities set forth where he or she signs.

On this _____ day of _____, 2016, personally appeared before me _____, who being by me duly sworn did say that he is the Mayor of the City of Tremonton, Utah, and that the foregoing instrument was signed in behalf of said municipal corporation and political subdivision of the State of Utah, and he acknowledged to me that said corporation executed the same.

[SEAL]

Notary Public
Residing in Box Elder County

EXHIBIT “A”

Public Recreation Easement

A 20.0' wide Public Recreation Easement described as follows:

EXHIBIT “B”

Public Trail Exhibit

RESOLUTION NO. 16-36

**A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING THE
COUNTRY LANE SUBDIVISION DEVELOPMENT AGREEMENT**

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

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

WHEREAS, the Developer and City hereto have agreed that the development of the property will require municipal services from the City in order to serve such area and will further require the installation of certain improvements primarily of benefit to the lands to be developed and not to the City of Tremonton as a whole; and

WHEREAS, the City has approved the Country Lane Final Plat for recording with the Recorder's Office of Box Elder County, Utah; and

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

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the Country Lane Subdivision Development Agreement is approved as attached in Exhibit "A".

Adopted and passed by the governing body of Tremonton City Corporation this 19th day of July 2016.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

Linsey Nessen, Recorder

EXHIBIT "A"

**COUNTRY LANE SUBDIVISION
SUBDIVISION DEVELOPMENT AGREEMENT**

THIS AGREEMENT, is made and entered into this 1st day of July, 2016, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and KIRKLAND INVESTMENT INC, (hereinafter "Developer") the City or Developer may be referred to individually as "Party" or collectively as Parties:

RECITALS

WHEREAS, Developer desires to develop certain real property situated in the corporate city limits of Tremonton City, Box Elder County, State of Utah (hereinafter sometimes referred to as the "Property" or "Development") and legally described as follows, to wit:

BOUNDARY DESCRIPTION FOR COUNTRY LANE SUBDIVISION: A PART OF THE SOUTHWEST QUARTER OF SECTION 10, T11N, R3W, SLB&M described as follows:

Beginning at the north right-of-way line of 1200 South Street and Southwest Corner of Lance M Earl property (known as Tax Parcel No 05-068-0004) at a point 1051.59 feet N 87°28'39" E (Basis of Bearing) along the Section Line and 281.73 feet N 01°00'43" W from the Southwest Corner of Section 10, Township 11 North, Range 3 West, S.L.B.&M. and running thence N 01°00'43" W 542.02 feet to a fence intersection at the southeast corner of Country Meadows Subdivision; thence N 01°51'30" W 282.85 feet along the east boundary of said Country Meadows to the south line of 960 South Street; thence N 88°46'27" E 356.44 feet along said south line to the west boundary of Southdale Subdivision; thence S 01°15'20" E 928.41 feet along said west boundary to the north line of said 1200 South Street; thence 277.19 feet along the arc of a 921.30 foot radius non-tangent curve to the right with chord bearing N 65°24'35" W 276.15 feet along said north line; thence n 56°47'26" W 129.61 feet along said north line to the point of beginning. Containing 6.88 acres more or less and 17 lots.

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

WHEREAS, the Parties hereto have agreed that the development of the Property will require municipal services from the City in order to serve such area and will further require the installation of certain improvements primarily of benefit to the lands to be developed and not to the City of Tremonton as a whole; and

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

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

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

SECTION 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

pollutant or contaminant generated or deposited by the City, its agents or representatives, upon the property dedicated to the City in connection with this Development. The City agrees to give notice to the Developer that he must obtain a complete discharge of all City liability through such settlement. Failure of the City to give notice of any such claim to the Developer within ninety (90) days after the City of first receives a notice of such claim under the Utah Governmental Immunity Act for the same, shall cause this indemnity and hold harmless agreement by the Developer to not apply to such claim and such failure shall constitute a release of this indemnity and hold harmless agreement as to such claim.

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

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

SECTION 2. SPECIAL CONDITIONS

A. Fee In Lieu Payments for Chip Seal and Fog Coat.

1. That the Developer make a fee in lieu for payment in the amount of \$8,000.00 for chip seal and fog coat prior to recording the subdivision plat.

B. Streetlights.

1. That the Developer make a fee in lieu for payment in the amount of \$3,000.00 for Street Lights.

SECTION 3. MISCELLANOUS

A. Construction Site Safety. The Developer agrees to provide and install, at its expense, adequate barricades, flaggers, warning signs and similar safety devices at all construction sites within the public right-of-way and/or other areas as deemed necessary by the City Engineer, City Public Works Department, and Traffic Engineer in accordance with any and all Federal Regulations, the City's Policies and Procedures, Utah Department of Transportation

Requirements, OSHA, and Manual of Uniform Traffic Control Devices (“MUTCD”) and shall not remove said safety devices until the construction has been completed.

B. Construction Site Waste. The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by the Developer’s operation, or the activities of individual builders and/or subcontractors; shall remove such rubbish as often as necessary, but no less than daily and; at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. The Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Developer’s operation or as a result of building activity. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to withhold building permits and/or certificates of occupancy until the problem is corrected to the satisfaction of the City Building Inspector and/or the City Public Works Director. If the Developer fails to adequately clean such streets within two (2) days after receipt of written notice, the City may have the streets cleaned at the Developer’s expense and the Developer shall be responsible for prompt payment of all such costs. The Developer also agrees to require all contractors within the Development to keep the public right-of-way clean and free from accumulation of dirt, rubbish, and building materials. Under no circumstances shall the Developer or any sub-contractors use open burning procedures to dispose of waste materials.

C. Compliance with City Building Inspector, City Engineer, and City Public Works Director. The Developer hereby agrees that it will require its contractors and subcontractors to cooperate with the City’s Building Inspector, City Engineer, or City Public Works Director by ceasing operations when winds are of sufficient velocity to create blowing dust, which, in the inspector’s opinion, is hazardous to the public health and welfare.

D. Consequences of Developer non-compliance with Final Plat and the Agreement. The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, as such improvements or obligations may be shown on the Final Plat and Construction Drawings, or any documents executed in the future that are required by the City for the approval of an amendment to the Final Plat or the Agreement, and the City may place liens on vacant lots still owned by the Developer and or withhold such building permits and certificates of occupancy as it deems necessary to ensure performance in accordance with the terms of the Agreement.

E. No Waiver of Regulation(s). Nothing herein contained shall be construed as a waiver of any requirements of the City Code or the Utah Code Annotated, in its current form as of the date of approval of the Final Plat, and the Developer agrees to comply with all requirements of the same.

F. Severability of Waivers. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

G. **City Council Budgetary Discretion.** All financial obligations of the City arising under this Agreement that are payable after the current fiscal year are contingent upon funds for the purpose being annually appropriated, budgeted and otherwise made available by the Tremonton City Council, in its discretion.

H. **Covenants Run with the Land.** This Agreement shall run with the Property, including any subsequent, approved, amendments to the Final Plat of all, or a portion of the Property. This Agreement shall also be binding upon and inure to the benefit of the Parties hereto, their respective personal representatives, heirs, successors, grantees and assigns. It is agreed that all improvements required pursuant to this Agreement touch and concern the Property regardless of whether such improvements are located on the Property. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of the Developer's legal or equitable interest in the Property, as well as any assignment of the Developer's rights to develop the Property under the terms and conditions of this Agreement.

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

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

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

K. **No Third-Party Beneficiaries.** Except as may be otherwise expressly provided herein, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third Party or Parties, and no third Party or Parties shall have any right of action hereunder for any cause whatsoever.

L. **Applicable Laws.** It is expressly understood and agreed by and between the Parties hereto that this Agreement shall be governed by and its terms construed under the laws of the State of Utah and the City of Tremonton, Utah.

M. **Notice.** Any notice or other communication given by any Party hereto to any other Party relating to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed:

If to the City: Tremonton City
 102 S. Tremont Street
 Tremonton, UT 84337

With a copy to: Ericson & Shaw, LLP
 1047 South 100 West, Suite 190
 Logan, UT 84321

If to the Developer: Kirkland Investment Inc.
 615 South 200 West
 Garland, Utah 84312

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

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

O. **Complete Agreement.** There shall be deemed to be no other terms, conditions, promises, understandings, statements, representations, expressed or implied, concerning this Agreement, unless set forth in writing signed by all of the Parties hereto. Further, paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

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

rights of the Developer in which event the obligations of the Developer shall become those of the Owner.

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

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

R. **Recording.** The City and Developer/Owner are authorized to record or file any notices or instruments with the Box Elder County Recorder's Office appropriate to assuring the perpetual enforceability of the Agreement, and the Developer/Owner agrees to execute any such instruments upon reasonable request.

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

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

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

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

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

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

THE CITY OF TREMONTON, UTAH

By: [Signature]
Mayor, Tremonton City



ATTEST:

[Signature]
City Recorder

APPROVED AS TO CONTENT:

City Engineer

APPROVED AS TO FORM:

[Signature]
City Attorney

DEVELOPER:

Kirkland Investment, Inc
By: [Signature], Pres.

Print Name: Brent A. Kirkland

OWNER:

Kirkland Investment, Inc
By: [Signature], Pres.

Print Name: Brent A. Kirkland

Developer/Owner Acknowledgment

State of Utah)

County of BOX ELDER)

On this 6 day of July, in the year 2016, before me STEVEN D. BENCH
a notary public, personally appeared BRENT A. KIRKLAND,
and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to
this instrument, and acknowledge executing the same.



[Signature]
Notary Public

EXHIBIT "A"

CONSTRUCTION/IMPROVEMENT GUARANTEE:

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

All required improvements shall be completed and pass City inspections within one (1) year of the date that the Final Plat is recorded. Required improvements for plats recorded between November 1st and March 31st shall be completed by the next October 1st. For example, the required improvements for a plat recorded on February 6th, shall be completed by October 1st, in the same calendar year. Failure to meet this time frame may result in forfeiture of the bond. A written agreement to extend the completion of the improvements may be granted by the Land Use Authority Board where due to circumstances as determined by the Land Use Authority Board would delay the completion of required improvements.

All subdivision improvements shall be completed by qualified contractors in accordance with Title III General Public Works Construction Standards and Specifications. No work may be commenced on improvements intended to be dedicated to the City without approved construction drawings and a pre-construction meeting with the City.

The Bond shall be an escrow bond, or cash bond in favor of the City. The requirements relating to each of these types of bonds are detailed below. The City Attorney shall approve any bond submitted pursuant to this section. The City Attorney reserves the right to reject any of the bond types if it has a rational basis for doing so. Escrow bonds shall be held by a federally insured bank, savings and loan or credit union or a title insurance underwriter authorized to do business in the State of Utah. A developer may use a cash bond by tendering the required bond amount in cash or certified funds to the City, partial releases may be made from the cash bond as allowed for other bond types, but shall retain ten (10) percent of the bond through the warranty period for any repairs necessary prior to final approval at the end of the warranty period. If no repairs are required at the end of the warranty period the remaining portion of the bond shall be released to the Developer. The City shall not pay any interest on funds held as a cash bond.

MAINTENANCE GUARANTEE:

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

REPAIR GUARANTEE:

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

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

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

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

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



Initial Escrow Estimate

July 5, 2016

Mr. Steve Bench
Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

RE: **Country Lane Subdivision**

Steve,

I have completed a review of the cost estimate for the above referenced subdivision and have made any changes to the estimate as necessary. Changes will be noted on the attached cost estimate submitted by the developer. The recommended escrow amounts are as follows.

Description	Initial Amount in Escrow	Previous Amount Released	Current Amount to Release	Escrow Remaining
Culinary Water System	\$54,601.00	\$0.00	\$0.00	\$54,601.00
Sanitary Sewer System	\$36,483.50	\$0.00	\$0.00	\$36,483.50
Storm Drain System	\$25,258.00	\$0.00	\$0.00	\$25,258.00
Streets	\$127,479.25	\$0.00	\$0.00	\$127,479.25
Sidewalk	\$35,804.50	\$0.00	\$0.00	\$35,804.50
Miscellaneous Items	\$5,370.00	\$0.00	\$0.00	\$5,370.00
Deduct: Tremonton City Paid Items	-\$24,131.75	\$0.00	\$0.00	-\$24,131.75
10% Contingency	\$26,086.45	\$0.00	\$0.00	\$26,086.45
Totals	\$286,950.95	\$0.00	\$0.00	\$286,950.95

<u>Prepaid Items</u>	
Chip Seal and Fog Coat	\$8,000.00
Street Lights	\$3,000.00
Totals	\$11,000.00

3,810 sy @ \$2.10/sy
2 ea @ \$1,500/ea

Sincerely,

Chris Breinholt, P.E.
Jones & Associates Engineering

PROPOSAL		GROVER EXCAVATION INC.				
COUNTRY LANE SUB.		10815 No. 5600 west Tremonton, Ut. 84337				
		Office (435) 257-3600				
		Cell (435) 230-0085				
		email groverexc@yahoo.com				
ITEM	UNIT	UNIT COST	TOTAL			
ROADS						
Strip to sub grade	1493 Yards	@ \$3.50			\$5,225.50	
Asphalt Paving 3 in.	34300 Sq. Ft.	@ \$1.25			\$42,875.00	
Asphalt Patching	1815 Sq. Ft.	@ \$1.55			\$2,813.25	
Extra For asphalt patch					\$500.00	
Pit Run Sub Base 8 in.	1850 Tons	@ \$8.00			\$14,800.00	
Road Base Gravel 8 in.	1728 Tons	@ \$12.50			\$21,600.00	
saw cut	761 Lin. Ft.	@ \$2.00			\$1,522.00	
Compaction Tests	1	\$2,000.00			\$2,000.00	
SUBTOTAL					Streets →	\$127,479.25
WATER						
Water Main 8 in. C 900	931 Lin. Ft.	@ \$21.00			\$19,551.00	
Fire Hydrant Assembly	2 Each	@ \$3,550.00			\$7,100.00	
8 in. 22 bend	1 Each	@ \$250.00			\$250.00	
8x8x8tee	2 Each	@ \$650.00			\$1,300.00	
8 in. gate valves	6 Each	@ \$1,150.00			\$6,900.00	
Thrust blocks	4 Each	@ \$75.00			\$300.00	
Connect to existing	2 Each	@ \$150.00			\$300.00	
Water services and meters	18 Each	@ \$1,050.00			\$18,900.00	
SUBTOTAL					Water →	\$54,601.00
SEWER						
8in Sewer Main	787 Lin. Ft.	@ \$20.50			\$16,133.50	
Sewer Laterals	17 Each	@ \$750.00			\$12,750.00	
Manhole 48 in.	3 Each	@ \$2,200.00			\$6,600.00	
Core Drill Manhole		lump sum			\$1,000.00	
SUBTOTAL					Sewer →	\$36,483.50
STORM DRAIN						
15 in. ADS	132 Lin. Ft.	@ \$22.50			\$2,970.00	
12 in. ADS	180 Lin. Ft.	@ \$21.00			\$3,780.00	
Curb boxes	3 Each	@ \$1,500.00			\$4,500.00	
Combo box	1 Each	@ \$2,150.00			\$2,150.00	
Relocate curb box to north side	1 Each	@ \$750.00			\$750.00	
Change out Lid on SD Manhole	1 Each	@ \$850.00			\$850.00	
12 in. RCP	54 Lin. Ft.	@ \$27.00			\$1,458.00	
jct. Box 3x4	1 Each	@ \$2,450.00			\$2,450.00	
Outlet Control Box 3x3	1 Each	@ \$2,550.00			\$2,550.00	
jct. box 2x2	2 Each	@ \$550.00			\$1,100.00	
Retention Pond					\$1,850.00	
Remove cross drain	1 Each	@ \$500.00			\$500.00	
Remove and plug irrigation line					\$350.00	
SUBTOTAL					Storm Drain →	\$25,258
CONCRETE						
Curb & Gutter	2232 Lin. Ft.	@ \$12.50			\$27,900.00	
remove curb and gutter	103 Lin. Ft.	@ \$2.00			\$206.00	
Sidewalk 4 ft	2007 Lin. Ft.	@ \$13.50		\$35,804.50	\$27,094.50	
Sidewalk 8 Ft.	335 Lin. Ft.	@ \$26.00			\$8,710.00	
4 in Road base	263 Tons	@ \$12.50			\$3,287.50	
Handi cap Ramps	5 each	@ \$950.00			\$4,750.00	
SUBTOTAL					Sidewalk →	\$74,758.00

ITEM NO.9	MISCELLANEOUS	QUANTITY	UNIT	PRICE (\$)	TOTAL (\$)
	Survey Monuments	2	EACH	600.00	1,200.00
	Pond Irrigation System	1	EACH	2500.00	2,500.00
	Pond Landscape (Sod)	6000	SF	0.22	1,320.00
	Connect Existing Irrigation Lines & Cap North Inlet	1	EACH	350.00	350.00
					\$5,370.00

Miscellaneous →

Country Lane Subdivision

Gravel proposal (connected) + Misc.	\$284,996.25
Less TC share (see below)	(24,131.75) *
Kirkland share	260,864.50
Plus 10% contingency	26,086.50
Kirkland Escrow Amnt	286,951.00
plus TC required prepaid	11,000.00
Total from Kirkland	<u>\$297,951.00</u>

* TC portion per Johnston ENG estimate	\$27,027.25
Less: ENG. for site 'A'	(1,600.00)
Less: Chip seal, site 'A'	(503.50)
Less: 80% ENG, site 'B'	(640.00)
Less: 80% Chip seal, site 'B'	(152.00)
TC Total	<u>\$24,131.75 *</u>

Outstanding
completion
escrow

EXHIBIT "C" PLAT MAP

RESOLUTION NO. 16-39

**A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING AN
AGEEMENT WITH TOWN AND COUNTRY SHOWS FOR AMUSEMENT ACTIVITES
FOR TREMONTON CITY DAYS**

WHEREAS, Tremonton City Corporation annually holds a celebration around the 24th of July called Tremonton City Days; and

WHEREAS, as part of this celebration, the City provides amusement activities for the children; and

WHEREAS, Town and Country Shows has agreed to provide amusement activities for Tremonton City Days; and

WHEREAS, Town and Country Shows has added Tremonton City as an Additional Insured on their insurance as attached in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby approves an agreement with Town and Country Shows as shown in Exhibit "B" attached.

Adopted and passed by the governing body of Tremonton City Corporation this 19th day of July 2016.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

Linsey Nessen, Acting City Recorder

EXHIBIT "A"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty United Insurance Services, Inc. 6005 Vineland Avenue, Suite 203 North Hollywood, CA 91606 License #: 0F89841	CONTACT NAME: Sam Muradyan	FAX (A/C, No): (888)265-6889	
	PHONE (A/C, No, Ext): (888)688-3788	E-MAIL ADDRESS: Sam@libertyunitedinsurance.com	
INSURED Bounce 4 Kids 2575 W 6200 NORTH Amalga, UT 84335	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	United States Fire Insurance Co	
	INSURER B:	Atlantic Specialty Insurance Co	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 25

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC OTHER:	Y	N	SRPGP-101-0715	07/08/2016	07/08/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine			790011744-0003-17735	11/18/2015	11/18/2016	21,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Is An Additional Insured

Scheduled Activities Exclusion Endorsement Applies: Mechanical Bulls, Mechanical Surfboards & Zip Lines

CERTIFICATE HOLDER

CANCELLATION

Tremonton City
Town and Country Shows
102 S Tremont St
Tremonton, UT 84337

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(SMS)

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT "B"

Contract between Town & Country Shows & Tremonton City Days

Town and Country Shows agrees to:

- Bring all games and attractions as discussed.*
- Provide employees for said games and attractions.
- Provide all federal licenses needed to operate carnival.
- Pay all monies owed for operation of carnival 5 hours after closing of ticket box on last scheduled day of operation.
- Pay 10% of ticket box sales to sponsoring body.
- **Close operations on the 20 & 21 by 10:30 pm and by 11:00 pm on the 22 & 23 of July 2016.**

Tremonton City Days agrees to provide:

- Required space for game and attractions.
- 2 RV spaces at the Box Elder County Fairgrounds.
- One water faucet within 150' to be used by Town and Country Shows.
- Space and permission for Town and Country Shows to camp at the Box Elder County Fairgrounds from set-up to tear-down.
- Permission for Town and Country Shows to start arriving on Monday July 18, 2016 after noon and stay until Tuesday July 26, 2016 at midnight.** (Town and Country Shows further agrees to remove all rides and attractions from the grass by Sunday July 24, 2016 at midnight.)
- 24 hour access to restroom facilities (can be Port O Potty) from the time Town and Country Shows is scheduled to arrive until Town and Country Shows is scheduled to depart.
- Payment of any and all costs associated with local licensing, permits, and regulations needed to operate carnival.
- Proof that they have read and understood the included Disclaimer.

Signed,



7/14/2016

Dave Gordon, owner/operator

Date

* Town and Country Shows reserves the right to add, subtract or change the attractions listed as necessary for safety, mechanical, or financial reasons without penalty. Neither Town and Country Shows nor the sponsoring event shall be held responsible for any Act of God that would impede its ability to do or affect the outcome of business.

**In some instances our arrival and/or departure time may be delayed due to logistics of the previous/next event. Arrival time does NOT reflect actual event dates and will NOT affect the validity of this contract.

Exclusions: Town and Country Shows reserves the right to cancel or amend this contract up to seven (7) days prior to scheduled event with no penalty. In the occurrence that the contract is cancelled by Town and Country Shows, the deposit, if applicable, will be refunded. No deposit will be refunded if contract is cancelled or considered invalid by sponsoring body.

Safety requires a number of 3 foot long stakes to secure the equipment for operation. When it is determined that we cannot use those stakes, an alternative method meeting our specifications MUST be provided by sponsoring body (i.e., 55 gallon drums of water, cement blocks, etc.) at no charge to Town and Country Shows.

DISCLAIMER

Town and Country Shows is a small business trying our hardest to provide entertainment in a very rough economic time. Please understand that it is in OUR BEST INTEREST to provide all the attractions and rides that have been discussed at the signing of the contract. Unfortunately, things can happen and very occasionally the "Attraction List" must be adjusted for safety, mechanical, or financial reasons. Town and Country Shows will ALWAYS strive to provide your event with the very best that the situation allows. If for ANY reason, Town and Country Shows is not able to provide what is listed on the "Attraction List", they cannot be penalized financially, and the money made from any presale tickets sold will still be paid to Town and Country Shows upon opening of their ticket box. Presale tickets will cease being sold at that time, and the event will be responsible for paying for any presale tickets received by Town and Country Shows ticket box. The contract will remain valid as long as Town and Country Shows arrives at the event. Arrival and departure times will NOT affect the validity of the contract.

By signing below, I acknowledge that I have read and understand the above disclaimer. I also attest that I am an authorized representative of the _____.

Signed _____ Date _____

Print Name/ title _____

Attraction List

Scrambler

Roll-O-Plane

Rollercoaster

Kiddie Train

Jelli Belli Lagoon

Super Slide

Obstacle Course

Castle Bounce

Monkey Maze

Water Wars

Ladder Challenge

Wet Bounce Combo

5 Carnival Games

Food and Snacks

RESOLUTION NO. 16-40

**A RESOLUTION OF TREMONTON CITY CORPORATION
APPROVING AN AGREEMENT WITH LUVN2JUMP INFLATABLES LLC FOR
TREMONTON CITY DAYS**

WHEREAS, Tremonton City Corporation annually holds a celebration around the 24th of July called Tremonton City Days; and

WHEREAS, as part of this celebration, the City provides entertainment for the children in the form of inflatables; and

WHEREAS, LUVN2JUMP Inflatables LLC has agreed to provide inflatables for Tremonton City Days; and

WHEREAS, LUVN2JUMP Inflatables has added Tremonton City as an Additional Insured on their insurance as attached in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby approves an Agreement with LUVN2JUMP Inflatable LLC as shown in Exhibit "B" attached.

Adopted and passed by the governing body of Tremonton City Corporation this 19th day of July, 2016.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

Linsey Nessen, Acting City Recorder

EXHIBIT "A"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BURNS & WILCOX OF SALT LAKE CITY 9815 S MONROE ST STE 510 SANDY, UT 84070-4328 800-523-1409	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-523-1409	FAX (A/C, No): (801) 944-4893
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United States Fire Insurance		21113
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Luvn 2 Jump, LLC
501 S TREMONT ST
TREMONTON, UT 84337-2014

COVERAGES **CERTIFICATE NUMBER:** USP205477 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		SRPGP-101-0715	03/10/2016 12:01 AM	03/10/2017 12:01 AM	GENERAL AGGREGATE \$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG \$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY \$1,000,000.00
							EACH OCCURRENCE \$1,000,000.00
							FIRE DAMAGE (Any one fire) \$300,000.00
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRCL JECT <input type="checkbox"/> LOC							MED EXP (Any one person) \$0.00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTO						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						
							EACH OCCURRENCE \$
							GENERAL AGGREGATE \$
							EACH OCCURRENCE \$
							GENERAL AGGREGATE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate holder is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

Covered Activity: Inflatable Rentals

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER Tremonton City 102 South Tremont Street Tremonton, UT 84337	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Burns & Wilcox</i>

EXHIBIT "B"

Rental Agreement

LUVN2JUMP Inflatables LLC has agreed to provide the following items and services to Tremonton City on the 23rd of July, 2016 from 10:00 A.M until 4:00 P.M.

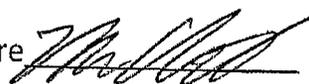
- 1 each 18' slide (dry)
- 1 each 55' Obstacle Course (dry)
- 1 each 13' X 13' Bounce House (dry)
- 1 each Generator
- Staff Members to manage Inflatables

Tremonton City has agreed to pay LUVN2JUMP Inflatables LLC \$725.00 for the above items and services.

LUVN2JUMP Inflatables

Print name Trevor Craner Signature  Date 6/16/2016

Tremonton City

Print name Marc Christensen Signature  Date 6-16-16

Local Transportation Corridor Preservation Fund Application Box Elder County

1. Date: July 7, 2016
2. Name of Applicant (City/County): Tremonton City
3. Name and Phone # of Applicant Contact Person: Shawn Warnke, Tremonton City Manager
4. Is the Highway Project/Corridor in the WFRC's or UDOT's Regional Transportation Plan? Yes ___ No X, however, the Council of Governments approved a specific transportation plan for Tremonton City which includes this proposed project of acquiring a right of way for a right hand turn lane
5. Does the applicant have a property acquisition policy/ordinance in place that is consistent with the federal acquisition/relocation requirements? Yes X No ___
6. Does the applicant/community have an access management policy/ordinance in place? Yes X No ___
If yes, provide documentation or reference.
7. Is the owner willing to sell? Yes X, please see attached agreement No ___

If you haven't answered yes to #'s 4-7, do not continue!

Is the City/County willing to use impact fees or require exaction for the project? Yes ___ No X, Tremonton City currently does not impose impact fees for Transportation and the City does not believe that it can meet the rough proportionality standard associated with exacting right of way needed for the right turn lane as required by Utah Code 10-9a-508 if and when the property is redeveloped. As such the City is apply for Corridor Preservation Funds for the purchase of the right of way for the needed right turn lane.

8. Is the City/County willing to accept partial funding for the project? Yes X, Tremonton City is requesting that the entire funding of the purchase of the property be done through Corridor Preservation Funds. Tremonton City will work with UDOT to construct the first phase of the dedicated right turn lane
9. Is the property listed on the municipal/County master plan? Yes X No ___
10. Name of project/corridor as listed in plan: Dedicated right turn land on the south leg of the signalized intersection of Iowa String and Main Street
11. What is the jurisdiction of the roadway? State _____ Local X, Tremonton City
12. What municipalities will be impacted by this corridor development? Tremonton City
13. Is there a developer involved in the acquisition? Yes ___ No X
14. If yes, is the developer contributing to the project? Not applicable as there is no active redevelopment of the property proceeding

Local Transportation Corridor Preservation Fund Application Box Elder County

15. Address of property considered for acquisition: south leg of the signalized intersection of Iowa String and Main Street
16. Name, address and phone # of owner/agent: Archibald Properties, LLC
925 W Main Street
Tremonton, UT 84337-1511
17. Number of acres involved: 2,665 square feet and 310 in length of real property
18. Owner's asking price: The Seller's has agreed to sell the right of way for a sum determined by an licensed appraiser
19. What is the functional classification of the project/corridor? Minor Arterial Road
20. Will the jurisdiction require dedication of roadways by property owners when the property is developed?
Yes X, Tremonton City will exact property for right of way when the circumstances around the proposed development meet legal standards for exacting property contained in Utah Code 10-9a-508 No _____
21. Does the applicant have relevant mapping of the corridor in relation to the property available?
Yes X No _____, if yes, please provide proposed corridor overlay with the property ownership map.
22. Zoning and General Plan land use designation: Commercial District
23. What is the existing use of the property? Previously used as a gas and service station. The City anticipates that the property will be redeveloped in the future
24. Have any permits been approved for construction on the property? Yes _____ No X
25. To your knowledge, is the property free on contamination? Yes _____ No _____ Unsure X, UDOT representatives have identified in the Department of Environmental Quality's database a record of and underground tanks dating back to the early 1900's . That said UDOT has stated that these records are not always accurate and there is no local knowledge of underground tanks. As part of the purchase the City will do environmental work to determine if there are underground tanks and thereafter determined if the right of way should be purchased
26. What is the percent of cost increase if the property is rezoned? Unknown
27. What is your growth rate (5 yrs. past & 5 yrs. future average)? 2% to 3%
28. Will there be long or short term maintenance costs for the property acquired? (Funds may not be used for maintenance costs in excess of 5% of the purchase price of the property). Yes _____ No X, Tremonton City is unaware of any short term maintenance costs other the maintaining the property free from weeds.
29. Is acquisition required immediately? X, Tremonton City believes that acquisition is required immediately and would classify the priority for this acquisition as high because UDOT has

Local Transportation Corridor Preservation Fund Application Box Elder County

programmed a \$150,000 of Congestion Mitigation Air Quality (CMAQ) funds for the construction of dedicated right turn lane once the City acquires the right-of-way, through this application

30. Is the property owner experiencing a hardship because of the project/corridor? Yes ____ No X

If yes, please explain:

31. Is this raw land corridor preservation? Yes ____ No X, the existing purchase parcel is currently comprised of a parcel of property that was used a gasoline and service station. The parcel of property that the City desires to subdivide from the existing parcel has the following improvements an existing sign structure, shed, and headgates for the irrigation ditch

32. What is the proposed construction year? UDOT has programmed a \$150,000 of CMAQ funds (\$139,845 of Federal funds and \$10,155 of match by Tremonton) for the construction of dedicated right turn lane once the City acquires the right-of-way, through this application to accommodate the dedication of right-of-way

Phase 1 Spring of 2017 Phase 2 Unknown Phase 3 _____

33. Level of service on project roadway: New roadway: ____ Existing road: Unknown

34. Existing AADT: Unknown 2030 Projected AADT: Unknown

35. Is the project on the expanded COG priority list? Not applicable

36. Has a draft or final environmental document been approved? Yes ____ No X
EA _____ FONSI _____ EIS _____

37. Has a corridor study been conducted determining the width and location of the corridor? Yes X No ____
If yes, please provide documentation or reference. Please see attached plans and drawings

Attachments: Property acquisition agreement



Mayor & City Council

Scott Lyons
Box Elder County
1 South Main Street
Brigham City, Utah 84302

July 2016

RE: Transportation Planning Application for Local Transportation Corridor Preservation Fund

Dear Scott,

Please find included herein a scope of work for transportation planning for Tremonton City. Over the last year, Tremonton City staff has created a map that identifies transportation corridor alignments and proposed locations of intersections on Main Street and other arterial roads. Tremonton City now desires to have these documents reviewed and further refined by a transportation engineer to determine the size and classifications of these proposed transportation corridors.

The City appreciates the Council of Government and County Commission's consideration of funding the City's application and the attached scope of work. The attached scope of work is aimed at obtaining information from a traffic engineer that will prepare the City to correctly determine, and thereafter implement, a transportation network that will improve the quality of life and economic vitality of the Bear River Valley.

Should you have any questions or need additional information, please do not hesitate to contact Shawn Warnke, Tremonton City Manager, by phone at 435-257-9504 or by email at swarnke@tremontoncivty.com

Sincerely,

Roger Fridal
Tremonton City Mayor

Tremonton City Corporation

**Tremonton City
Transportation Master Plan**

REQUEST FOR PROPOSALS

July 2016

Prepared by
JONES & ASSOCIATES
Consulting Engineers



CITY OF TREMONTON
REQUEST FOR PROPOSALS
TRANSPORTATION MASTER PLAN

Proposal Due
July 19, 2016
1:00 p.m.

City of Tremonton
102 South Tremont Street
Tremonton, Utah 84337
(435) 257-9500

July 2016

Request for Proposals

Tremonton City Transportation Master Plan

1 INTRODUCTION

Tremonton City, Utah is soliciting Proposals from qualified Traffic Engineer to analyze Tremonton City's future traffic patterns for the purpose of updating the City's Transportation Master Plan. The selected firm shall enter into a contract with Tremonton City. You are hereby invited to submit a Proposal based upon the requirements and conditions set forth in this RFP.

2 SCOPE OF WORK

The tasks to be performed by the selected Engineering Firm will include the following along with all associated work to complete the objectives and tasks.

- Model future traffic flow patterns for the 20-year and 50-year window including the influence of traffic from outside the City (population growth projections and areas, and projected commercial development areas will be provided by the City)
- Compare the City's existing Transportation Master Plan Map with the projected traffic patterns and volumes for the terms specified. Make recommendations on needed or appropriate modifications to the Plan.
- Review the trails plan shown on the Transportation Master Plan Map. Make recommendations on needed or appropriate modifications to the Plan.
- Identify potential locations for bike lanes and make recommendations.
- Identify roads where additional travel lanes and right-of-way will be necessary for the future roadways.
- Review street cross sections identified in the Public Works Standards and make recommendations on any modifications necessary.
- Perform traffic counts as needed to perform the work.
- Identify potential trouble spots at intersections and any other possible conflict locations. Propose solutions to solve the problems.
- Make recommendations on access to commercial areas.
- Analyze key transportation issues. Evaluate the existing systems/modes and connectivity, access management, interaction between surface streets, state roads, Interstate 15 and 84, railroad facilities, and freight industry related.
- Make recommendations for funding sources for needed projects.

- Attend coordination meetings as necessary with City Staff in order to obtain the information necessary to complete the work. Attend at least one Public Hearing and one City Council Meeting prepared to present the Plan.
- Prepare a Transportation Master Plan.
- Prepare a Transportation Impact Fee Facilities Plan compliant with Utah State Code.

3 INQUIRIES

Questions pertaining to the proposal and/or RFP should be directed to the City Engineer, Chris Breinholt. He may be contacted at chrisb@jonescivil.com or by phone at 801-476-9767.

4 SUBMITTAL DATE

Proposals are due no later than **1:00 pm, July 19, 2016** and must be received in hand by that time. Proposal postmark dates will not be considered as meeting that deadline. Proposals should be submitted to:

Shawn Warnke
City Manager
Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

The City is not responsible for Proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The City reserves the right, after opening the Proposals, to reject any or all Proposals, or to accept the Proposal(s) that in its sole judgment is (are) in the best interest of the City.

5 PROPOSAL CONTENT

The City of Tremonton is seeking a concise Proposal clearly addressing all of the requirements outlined in this RFP. Proposal must not exceed 20 single-sided pages, and must include, at a minimum, the following sections in the order indicated:

1. Information Page –Provide the following information:
 - a. Name of firm
 - b. Complete address
 - c. Contact person
 - d. Telephone number
 - e. Fax number
 - f. Internet address
 - g. E-mail address

2. Itemized Cost Schedule and Proposed Completion Schedule – Include a Cost Schedule and Proposed Completion Schedule for the Work.
3. Personnel
 - a. List the professional and support positions that would be primarily responsible for this study.
 - b. Provide an organizational chart, including resumes of all personnel who would be committed to this project. Provide specific information as to their experience on projects similar to this one.
 - c. If applicable, list professional consultants outside your firm whom you propose would provide services not available in your firm. Provide specific information documenting their work on similar projects.
4. Project Approach – A concise description of how your team will work with the city to achieve its goals described in the “Scope of Work” section of this RFP.
5. Qualifications– Provide information on the qualifications of the engineering firm. The following elements must be included in this section.
6. Example Projects – Describe recent projects that are similar in nature to this one, and provide details on size, cost and client.
7. References – Provide phone numbers and email addresses of professional references (clients) for whom you have provided similar services who can speak to the abilities and strengths of your team.

6 SELECTION PROCESS

Since the Proposal’s reliability is essential to the City’s planning and budgeting, selection of the proposal will not be based solely on cost. **A panel consisting of, individuals selected by the Mayor will evaluate the proposals and will make a determination based on the qualifications of the Firm, the cost of the proposal, and the proposed completion schedule.**

The Tremonton City reserves the right, without qualification, to:

1. Select any Proposal as a basis for written or oral communication with any or all of the companies or individuals when such action is considered to be in the best interest of the City.
2. Select any Proposal, based on initial Proposals received after detailed discussions or contract negotiations.
3. Reject all Proposals.

7 AUTHORIZATION TO BEGIN WORK

The selected provider of these services will be given a written Notice of Award within ten (10) days following the award of the proposal by the City Council. An Agreement for providing the

Engineering Services will accompany that notice and the Firm shall sign and return the Agreement to the City within ten (10) days of receiving the Notice of Award. An insurance certificate(s) will also be submitted to the City complying with the requirements outlined in Exhibit "A". Within ten (10) days following the receipt of the Agreement and insurance certificate(s), providing both parties concur with the terms of the contract, a Notice to Proceed will be issued to the Firm to begin the work.

8 MISCELLANEOUS

The contractor shall provide at the contractor's expense insurance as outlined in Exhibit "A" for said contractor and employees in connection with their work under this contract. The contractor shall indemnify and hold harmless the City against and from all liability, claims, damages, demands and cost, including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.

Exhibits

"EXHIBIT A"

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH THE CITY OF TREMONTON FOR: Design Services

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits as SET FORTH IN THE Agreement, but in no event less than:

- a. GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence, personal injury and property damage. \$2,000,000 aggregate Broad Form Commercial General Liability is required. (ISO 1993 or better) "Limits to apply to this project individually".
- b. AUTOMOBILE LIABILITY: \$2,000,000 per occurrence. "Any Auto" coverage is required.
- c. WORKERS' COMPENSATION and EMPLOYERS LIABILITY: Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
- d. PROFESSIONAL LIABILITY COVERAGE: \$1,000,000 combined single limit per claim, \$2,000,000 aggregate.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention, exceeding 5% limit of policy, must be declared to and approved by the City of Tremonton, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Tremonton, its officers, official and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claims distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to the City of Tremonton, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automotive Liability Coverages

- a. City of Tremonton, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired, or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tremonton, its officers, officials, employees or volunteers.
- b. The contracting party's insurance coverage shall be a primary insurance as respects to the City of Tremonton, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Tremonton, its officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tremonton, its officers, employees or volunteers.
- d. The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Tremonton, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City of Tremonton.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Tremonton.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than A-, VIII, and in the limits as listed in this document, unless approved by the Chief Administrative Officer.

F. VERIFICATION OF COVERAGE

Contracting party shall furnish the City of Tremonton with acceptable certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Tremonton reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

TREMONTON CITY
CITY COUNCIL MEETING
JULY 19, 2016

TITLE:	Discussion on Water Rates and Conservation Rates as mandated by the Utah Legislature.
FISCAL IMPACT:	
PRESENTER:	Paul Fulgham, Tremonton City Public Works Director

Prepared By:

Paul Fulgham
Public Works Director

RECOMMENDATION:

Discussion

BACKGROUND:

In the 2016 Legislature Session the Utah Legislature passed a bill which was signed in as law by the Governor, requiring Municipal Water providers to establish water rates which promote water conservation. Water Rates and other fees are set and adopted by City Councils. The information I present will hopefully get the Council to thinking about water rates, which is one tool that can be used along with education, to help promote water conservation.

Tremonton City has a limited resource of drinking water, with growth increases and the ongoing draught which impact our source production. Because of these factors our water supply gets stretched to its limit from May to September. One hiccup, pump failure, could put us in extensive restriction modes. Water rate increases may help us stretch our resource why we plan and develop additional water sources and allow us to meet the intent of the newly passed water conservation requirements. Along with building up our reserves funds for water development.

Attachments:

1. Tremonton City Water Rate Discussion Document

Water Rates

Like retailers of any commodities, i.e. electricity, municipal water utilities sell our product (treated culinary water) to our customers, and charge the customers to cover the cost of the product, plus the operation and maintenance of its supply and delivery system. Municipal water utilities set the prices for our retail water sales through our water rate structures. Well designed, water rate structures should communicate the true cost of water to our consumers. Rates also play an important role in setting price incentives that promote indoor and outdoor water conservation. Unfortunately, many water rate structures in Utah cities and towns do not effectively accomplish either of these objectives.

Water rate structures are extremely important in promoting efficient water use, since water consumption can be shown to directly relate to the price set by rate structures. Many people assume that establishing conservation prices in a water rate structure translate to higher water bills for most customers. However, this is not necessarily the case. In fact, under well-designed structures, conserving households can actually save money. Innovative rate structures can promote efficient water use while maintaining an equitable and reasonable charge to customers. At the same time, well-designed rate structures can also provide the utility with a reliable revenue that covers its operation and maintenance cost.

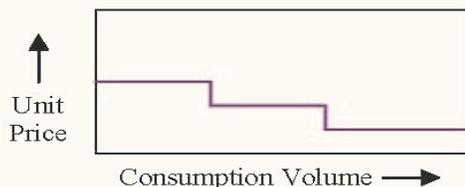
Most water rate structures are made up of two charges. Both charges play a role in determining how effectively a water rate structure communicates an efficiency message to the customer.

- **Service Charge** = the fixed service fee per monthly billing period, regardless of amount of water consumption
- **Consumption Charge** = the price for each unit of water consumed (1000 gallon unit or 100 cubic feet unit (748 gallons))

With these two charges methods as a basis, the water supply industry uses four general types of water rate structures. However, many variations exist within these types. In addition, some cities and utilities apply hybrid rate structures that combine different components of the four basic types. The unit prices discussed here refer to the consumption charges for water sold to each customer, and do not reflect the service charges. These consumption charges, or *marginal prices*, reflect the price for using the next measured amount of water, often set as dollars per 1000 gallons or dollars per 100 cubic feet of water.

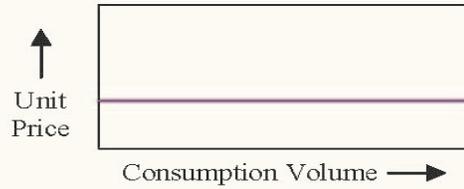
Four General Types of Water Rates in Utah

Decreasing block rates: The unit price for water decreases as the volume consumed increases. The structure consists of a series of “price blocks,” which are set quantities of water sold at a given unit price. The unit prices for each block decrease as the price block quantity increases.



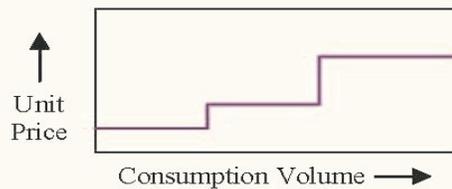
Decreasing block rates are rare and virtually not used today by municipal water systems.

Uniform rates: The unit price for water is constant, or flat, regardless of the amount of water consumed.



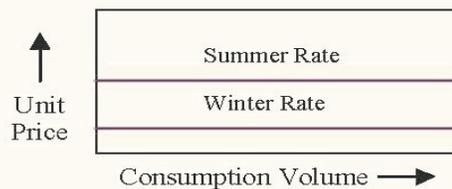
Uniform rates are the most common among rural municipal water systems, this is the method that Tremonton City currently uses, uniform rates are the easiest to administer, but are not always the fairest and most equitable, and unless the cost per 1000 gallon is set high, it does not generally promote conservation.

Increasing block rates: The unit price for water increases as the volume consumed increases. This structure consists of a series of price blocks, where the unit prices for each block increase as the block volumes increase. Those who use low or average volumes of water will be charged a modest unit price; those using excessive volumes will pay higher unit prices. A variety of approaches can be applied to setting each block volume.



Increasing block rates are becoming the acceptable practice for setting municipal water rates, these rates can be the fairest to those on fixed income and that maybe conservation minded, those that wish to use more water will be those that pay more as consumption increases.

Seasonal rates: The unit price for water is set to vary from season to season. Summer water rates are typically higher than winter rates in order to reflect the fact that water is more valuable, and costs more to provide, in the summer.



Seasonal rates are also used by some municipalities, Salt Lake City and Ogden City, but when used they are usually used in conjunction with an increasing block rate to help promote conservation.

Water Rates in Northern Utah

Tremonton City

Base Rate	\$13.70 (12,800 Gallons) = \$1.07/1000 Gallons
Tier 1	\$1.13/1000 Gallons

Brigham City

Base Rate	\$9.68 (7,000 Gallons) = \$1.38/1000Gallons
Tier 1	\$1.36/1000 Gallons

North Logan City

Base Rate	\$7.11 (0 Gallons)
Tier 1	\$1.57/1000 Gallons

Logan City

Base Rate	\$16.00 (0 Gallons)
Tier 1	\$0.99/1000 Gallons (1 - 10,000 Gallons)
Tier 2	\$1.60/1000 Gallons (>10,001 Gallons)

Salt Lake City

Base Rate	\$9.51 (0 Gallons)
Tier 1	\$1.21/748 Gallons (1 - 6,000 Gallons)
Tier 2	\$1.73/748 Gallons (6,001 - 40,000 Gallons)
Tier 3	\$2.40/748 Gallons (40,001 - 80,000 Gallons)
Tier 4	\$2.53/748 Gallons (>80,001 Gallons)

Sandy City

Base Rate	\$13.74 (0 Gallons)
Tier 1	\$1.56/1000 Gallons (1 - 6,000 Gallons)
Tier 2	\$2.41/1000 Gallons (6,001 - 40,000 Gallons)
Tier 3	\$2.84/1000 Gallons (40,001 - 80,000 Gallons)
Tier 4	\$3.26/1000 Gallons (>80,001 Gallons)

Ogden City

Base Rate	\$20.27 (0 Gallons)
Tier 1	\$1.74/1000 Gallons (1 - 6,000 Gallons)
Tier 2	\$2.66/1000 Gallons (6,001 - 42,000 Gallons)
Tier 3	\$3.07/1000 Gallons (42,001 - 84,000 Gallons)
Tier 3	\$3.46/1000 Gallons (>84,001 Gallons)

Tremonton City Water Rate Options - Base Rate & Overage Increase & Allotment Reduced

1 - Acre = 43,560 sqft

1 - Acre Foot of Water = 325,829 Gallons

Tremonton City Base Water Rate - 12,800 Gallons - \$13.70 Tremonton City Overage Water Rate - \$1.13 per 1,000 Gallons

Duty Factor for Irrigated Land - (6-Months Irrigation Period May 1st - October 31st)

Agency	Acre Feet per Year	Gallons per Acre Feet	Gallons per Year per Acre	Gallons per Month per Acre
Utah Division of Drinking Water	1.87	325,829	609,300	101,550
Pineview Water & Weber Basin Water	3.00	325,829	977,487	162,915
Bear River Canal Co.	4.00	325,829	1,303,316	217,219

Tremonton City Average Lot Size & Required Water per Month per Duty

Square Feet	Acres	Hard Surface Foot Print	Irrigated Area SqFt	Irrigated Acres	Gallons per Month per Duty		
					1.87	3.00	4.00
15,730	0.36	5,650	10,080	0.23	23,357	37,470	49,960

Cost Per Month

Duty Factor	Water Quantity	1,000 Gallon Units	Water Cost per \$1.13/1000
1.87	23,357	23.36	\$26.39
3.00	37,470	37.47	\$42.34
4.00	49,960	49.96	\$56.46

Average Summer Water Bill	\$15.00 Base with an Allotment of 10,000 gallons and an Overage Rate of \$1.20/1000.				New Average Water Bill
	Tier 1	Tier 2	Tier 3	Tier 4	Total

	Sq. Ft. of Irrigated Lawn	Average Summer Water Usage	\$1.13/1000	Base	>10,001	\$1.20/1000					Total
Paul Fulgham	6,500	46,000	\$51.22	\$15.00	\$43.20						\$58.20
Rodger Fridal	10,180	70,000	\$78.34	\$15.00	\$72.00						\$87.00
Diana Doutre	0	0	\$13.70	\$15.00	\$0.00						\$15.00
Lyle Holmgren	0	43,000	\$47.83	\$15.00	\$39.60						\$54.60
Jeff Reese	9,000	71,000	\$79.47	\$15.00	\$73.20						\$88.20
Bret Rhode	8,350	70,000	\$78.34	\$15.00	\$72.00						\$87.00
Lyle Vance	7,000	40,000	\$44.44	\$15.00	\$36.00						\$51.00
Jon Miller	5,500	20,000	\$21.84	\$15.00	\$12.00						\$27.00
Rusty Scoffield	7,000	37,000	\$41.05	\$15.00	\$32.40						\$47.40
Shari Oylar	4,900	34,000	\$37.66	\$15.00	\$28.80						\$43.80
Darlene Hess	6,800	71,000	\$79.47	\$15.00	\$73.20						\$88.20
Dave Nance	8,800	64,000	\$71.56	\$15.00	\$64.80						\$79.80

Tremonton City Water Rate Options - 2 Tier Rate

1 - Acre = 43,560 sqft

1 - Acre Foot of Water = 325,829 Gallons

Tremonton City Base Water Rate - 12,800 Gallons - \$13.70 Tremonton City Overage Water Rate - \$1.13 per 1,000 Gallons

Duty Factor for Irrigated Land - (6-Months Irrigation Period May 1st - October 31st)					
Agency		Acre Feet per Year	Gallons per Acre Feet	Gallons per Year per Acre	Gallons per Month per Acre
Utah Division of Drinking Water		1.87	325,829	609,300	101,550
Pineview Water & Weber Basin Water		3.00	325,829	977,487	162,915
Bear River Canal Co.		4.00	325,829	1,303,316	217,219

Tremonton City Average Lot Size & Required Water per Month per Duty							
Square Feet	Acres	Hard Surface Foot Print	Irrigated Area SqFt	Irrigated Acres	Gallons per Month per Duty		
					1.87	3.00	4.00
15,730	0.36	5,650	10,080	0.23	23,357	37,470	49,960

Cost Per Month

Duty Factor	Water Quantity	1,000 Gallon Units	Water Cost per \$1.13/1000
1.87	23,357	23.36	\$26.39
3.00	37,470	37.47	\$42.34
4.00	49,960	49.96	\$56.46

	Sq. Ft.	Usage	Average Summer Water Bill	\$13.70 Base with 12,800 gallons allotted, after first 37,470 gallons \$1.13/1000, any use >37,470 \$2.26/1000. Based on Average lot size and a Duty of 3.			New Average Water Bill
			\$1.13/1000	Base	\$1.13/1000	\$2.26/1000	
Paul Fulgham	6,500	46,000	\$51.22	\$13.70	\$37.52	\$0.00	\$51.22
Rodger Fridal	10,180	70,000	\$78.34	\$13.70	\$27.88	\$44.59	\$86.17
Diana Doutre	0	0	\$0.76	\$13.70	\$0.00	\$0.00	\$13.70
Lyle Holmgren	0	43,000	\$47.83	\$13.70	\$34.13	\$0.00	\$47.83
Jeff Reese	9,000	71,000	\$79.47	\$13.70	\$27.88	\$46.85	\$88.43
Bret Rhode	8,350	70,000	\$78.34	\$13.70	\$27.88	\$44.59	\$86.17
Lyle Vance	7,000	40,000	\$44.44	\$13.70	\$30.74	\$0.00	\$44.44
Jon Miller	5,500	20,000	\$21.84	\$13.70	\$8.14	\$0.00	\$21.84
Rusty Scoffield	7,000	37,000	\$41.05	\$13.70	\$27.35	\$0.00	\$41.05
Shari Oyler	4,900	34,000	\$37.66	\$13.70	\$23.96	\$0.00	\$37.66
Darlene Hess	6,800	71,000	\$79.47	\$13.70	\$27.88	\$46.85	\$88.43
Dave Nance	8,800	64,000	\$71.56	\$13.70	\$27.88	\$31.03	\$72.61

Tremonton City Water Rate Options - 4 Tier Rate

1 - Acre = 43,560 sqft

1 - Acre Foot of Water = 325,829 Gallons

Tremonton City Base Water Rate - 12,800 Gallons - \$13.70 Tremonton City Overage Water Rate - \$1.13 per 1,000 Gallons

Duty Factor for Irrigated Land - (6-Months Irrigation Period May 1st - October 31st)					
Agency		Acre Feet per Year	Gallons per Acre Feet	Gallons per Year per Acre	Gallons per Month per Acre
Utah Division of Drinking Water		1.87	325,829	609,300	101,550
Pineview Water & Weber Basin Water		3.00	325,829	977,487	162,915
Bear River Canal Co.		4.00	325,829	1,303,316	217,219

Tremonton City Average Lot Size & Required Water per Month per Duty							
Square Feet	Acres	Hard Surface Foot Print	Irrigated Area SqFt	Irrigated Acres	Gallons per Month per Duty		
					1.87	3.00	4.00
15,730	0.36	5,650	10,080	0.23	23,357	37,470	49,960

Cost Per Month

Duty Factor	Water Quantity	1,000 Gallon Units	Water Cost per \$1.13/1000
1.87	23,357	23.36	\$26.39
3.00	37,470	37.47	\$42.34
4.00	49,960	49.96	\$56.46

	Sq. Ft. of Irrigated Lawn	Average Summer Water Usage	Average Summer Water Bill \$1.13/1000	Water Rate based on a 4 Tier billing block with a base rate of and no allotted amount of water.					New Average Water Bill Total
				Base	Tier 1	Tier 2	Tier 3	Tier 4	
					0-7,000 \$1.15/1000	7,001 - 40,000 \$1.50/1000	40,001 - 80,000 \$2.00/1000	>80,001 \$2.50/1000	
Paul Fulgham	6,500	46,000	\$51.22	\$8.00	\$8.05	\$49.50	\$12.00	\$0.00	\$77.55
Rodger Fridal	10,180	70,000	\$78.34	\$8.00	\$8.05	\$49.50	\$60.00	\$0.00	\$125.55
Diana Doutre	0	0	\$13.70	\$8.00	\$8.05	\$0.00	\$0.00	\$0.00	\$16.05
Lyle Holmgren	0	43,000	\$47.83	\$8.00	\$8.05	\$49.50	\$6.00	\$0.00	\$71.55
Jeff Reese	9,000	71,000	\$79.47	\$8.00	\$8.05	\$49.50	\$62.00	\$0.00	\$127.55
Bret Rhode	8,350	70,000	\$78.34	\$8.00	\$8.05	\$49.50	\$60.00	\$0.00	\$125.55
Lyle Vance	7,000	40,000	\$44.44	\$8.00	\$8.05	\$49.50	\$0.00	\$0.00	\$65.55
Jon Miller	5,500	20,000	\$21.84	\$8.00	\$8.05	\$19.50	\$0.00	\$0.00	\$35.55
Rusty Scoffield	7,000	37,000	\$41.05	\$8.00	\$8.05	\$45.00	\$0.00	\$0.00	\$61.05
Shari Oylar	4,900	34,000	\$37.66	\$8.00	\$8.05	\$40.50	\$0.00	\$0.00	\$56.55
Darlene Hess	6,800	71,000	\$79.47	\$8.00	\$8.05	\$49.50	\$62.00	\$0.00	\$127.55
Dave Nance	8,800	64,000	\$71.56	\$8.00	\$8.05	\$49.50	\$48.00	\$0.00	\$113.55