



**Tremont City Corporation
City Council Meeting
September 6, 2016
Meeting to be held at
102 South Tremont Street
Tremont, Utah**

AGENDA

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

1. Open Meetings Act Training- Dustin Ericson, City Attorney
2. Discussion of possible candidates for the Youth City Council Leader
3. Review of agenda items on the 7:00 p.m. City Council Meeting
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*

Please note that any agenda item listed on the City Council Workshop may be discussed in the 7:00 p.m. City Council Meeting

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

1. Opening Ceremony
2. Introduction of guests
3. Approval of agenda
4. Approval of minutes – August 16, 2016
5. Employee Years of Service Award
 - a. Kara Larsen, Assistant Librarian – 25 Years
6. Public comments: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
7. Presentation

- a. Presentation and discussion regarding potential physical changes to Midland Square
8. Council Business:
- a. Discussion and consideration of adopting Resolution No. 16-45 approving the Mark Hirschi Subdivision Development Agreement
 - b. Discussion and consideration of soliciting bids for new Fire Apparatus estimated to cost between \$755,000 to \$600,000
 - c. Discussion and consideration of demolishing the North Park Pie Shack
 - d. Update and discussion of a tiered water rate for Tremonton City and possible preliminary water rate structures
 - e. Discussion and consideration of providing *Fund 71- RDA District #2 Fund-Downtown* capital contributions in lieu of a formal loan so that the Redevelopment Agency can commence with small improvement projects
9. Reports & Comments:
- a. City Manager Reports and Comments
 - a. Review of a status report submitted to the River Trails Conservation Assistance Program regarding implementation of the *2011 Tremonton City Trails, Parks, & Open Space Master Plan*
 - b. City Department Head Reports and Comments
 - c. Council Reports and Comments
10. Adjournment

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

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

Notice was posted September 2, 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 September 2, 2016.

Linsey Nessen, ACTING RECORDER

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING August 16, 2016

Members Present:

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

CITY COUNCIL WORKSHOP

Mayor Fridal called the August 16, 2016 City Council Workshop to order at 6:01 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 Acting City Recorder Linsey Nessen. The following Department Heads were also present: Public Works Director Paul Fulgham, Police Chief David Nance, and Treasurer Sharri Oyler (arrived at 6:15 p.m.).

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

The Council moved into closed session at 6:03 p.m.

1. ***CLOSED SESSIONS:***

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

Items 1a and 1b were discussed at this time.

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

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The Council returned to open session at 6:12 p.m.

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

K-9 Program. Chief Nance noted Buddy, the K-9 Dog, has been in service for seven years and has been deployed about fifty times a year on searches. In total, Buddy has found 150 pounds of drugs. Dogs have an average service life of seven years as their hips start to wear out. The police department would like to get a full service/patrol dog within the next several years from a handler/trainer in Ogden. K-9 dogs require at least four hours of training per week. Officer Hayman would like to keep Buddy as they have developed a strong relationship.

Cedar Ridge Well Pump. Director Fulgham stated the well was purchased in 2010. The water level dropped from 196 feet to 259 feet and does not have the ability to push the water into the pump. The pump will be lowered next week to 350 feet to utilize an additional water source lower in the well. The study should be out next summer and give the City rights to the water. Director Fulgham will transfer water rights to the Cedar Ridge Well if it produces the anticipated amount of water.

Ord. No. 16-16 Codifying Ordinances. Manager Warnke explained this Ordinance will grant authority to the City Recorder to edit ordinances. It would not allow any changes in substance as that would need to come before the Council.

Ord. No. 16-17 Real Estate Agreement. This ordinance will allow the Mayor to enter in and sign real estate agreements.

Res. No. 16-44 Waive Utility Charges to Skyway Golf & Country Club. Resolution No. 16-44 would waive water, sewer collection, storm drain, and wastewater base fees. Skyway Golf & Country Club approached the City about this issue. They paid approximately \$1,000 last year. Skyway Golf & Country Club would still be responsible for any overages.

Request for Statement of Qualifications for Health Insurance Broker. The City has been with GBS Benefits for five years and they have done a good job. Individuals have approached the City about being an independent health insurance broker for the City so the City is accepting Statement of Qualifications. This will look at qualifications and ensure they are independent.

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

The Council moved into closed session at 6:53 p.m.

1. **CLOSED SESSIONS:**

- a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the*

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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*
- c. strategy sessions to discuss pending or reasonably imminent litigation*

Item 1 c. was discussed at this time.

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

The Council returned to open session at 7:00 p.m.

- 3. Discussion of the hiring process for the Tremonton City Fire Chief in accordance with 10-120 of the Tremonton City Revised Ordinances
- 4. Presentation and discussion regarding potential physical changes to Midland Square

Items 3 and 4 were not discussed at this time.

The meeting adjourned at 7:00 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Fridal called the August 16, 2016 City Council Meeting to order at 7:05 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Doutre, Holmgren, Reese, Rohde, and Vance, City Manager Shawn Warnke, and Acting City Recorder Linsey Nessen. The following Department Heads were also present: Public Works Director Paul Fulgham, Police Chief David Nance, and Treasurer Sharri Oyler.

- 1. Opening Ceremony:

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

- 2. Introduction of guests:

Mayor Fridal thanked those in attendance for coming to City Council.

- 3. Approval of Agenda:

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

Motion by Councilmember Doutre to approve the agenda for this evening. Motion seconded by Councilmember Reese. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

4. Approval of minutes – August 2, 2016:

Mayor Fridal asked if there were any changes to the minutes. Councilmember Doutre had one correction.

Motion by Councilmember Reese to approve the minutes of August 2, 2016. Motion seconded by Councilmember Vance. 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:

There were no public comments.

6. Department Head Presentations & Discussions

- a. Presentation on the Tremonton City K-9 Program from 2010 through 2016 – David Nance, Police Chief

This item was discussed in the Work Session.

- b. Presentation on Cedar Ridge Well Pump – Paul Fulgham, Public Works Director

This item was discussed in the Work Session.

7. Request(s) to be on the agenda

- a. Discussion of Spring Hollow Subdivision – Spring Hollow Subdivision Representatives

Jay Christensen told the Council they are trying to build an adult community and adjacent subdivision. They hit a major hurdle, which has created a difficulty for them to continue. It is difficult to come up with the total dollar figure. It was proposed that the Council look at how close they are and see if they can create something to make this work. He has lived here his entire life and noted it is a fine line to being successful in the development world in Tremonton. There are a lot of contingencies here. We are lower priced as far as lots sold. Most developers here are doing it because they want to see something happen in Tremonton. We want to see growth. This is a bigger project than they would

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have bit off. There was a water line needed across the property through the middle of the property.

The bond is the problem. They need to have a \$676K bond to continue but they have \$600K and are \$76K away. Mr. Christensen proposed they be allowed to begin selling lots and put a contingent that the \$76K be replaced after they have sold five or six lots. They do not question whether that amount is right and feel comfortable that is the amount it will cost to finish the development. They ask the Council to see if there is a way they can begin selling so they can meet the City's requirements.

Councilmember Vance asked if they have their own cash they could use to reach the \$676K bond. Mr. Christensen noted they have invested about \$400K in infrastructure already. Bryce Rigby stated this is a million dollar project. They have put in enough money already and hope to feed the fire by selling lots. As far as personal money, there is a lot already invested.

Mr. Christensen sat on the Council for Box Elder County for nine years. Cities are no different. A lot of times a Council creates something but does not really understand the pros and cons until after it is implemented. Box Elder County Council redid roads and things that had to be tweaked and corrected a little bit. If Ivory Homes was here building, they would not have this problem because they have a big enough bank roll. Smaller individuals have a difficult time coming up with those numbers. If the Council would consider tweaking it, and allow a developer to come up with 50% of the bond, then be allowed to reach 100% after he sells some lots. It is a big mountain for them to face. Some cities require 110%. Tremonton is not alone, it is common practice, but it is pretty difficult for small developers.

Councilmember Holmgren asked if there have been verbal presales for lots or discussions regarding lots. Mr. Christensen noted there are people that have been waiting for a long time. They have lost four lot sales to Kotter Canyon in Brigham City because they have not been able to sell. They want to get started. It is not only City related. This isn't the only obstacle they have had. They are learning how to do this. They hope it can be looked at and the City can come up with something. Councilmember Holmgren understands where they are coming from. The margins are not very big and there is a lot of risk. The City would like to see the project through to completion. He would like the Council to look into this a little more. It is hard to be part of this type of business.

Councilmember Rohde would like to work with them and see it go. He thinks it is an awesome idea and needs to be here. Is there a way to differentiate between large and small developers? There was discussion noting the bond is in place to guarantee the lots and subdivisions get the necessary public improvements. Manager Warnke noted some of the development could be eliminated which would reduce the amount of the bond. In general, when developers are struggling financially in the beginning, the City has more reason to get a financial guarantee.

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Mr. Christensen said they are meeting the criteria. There is \$600K guaranteed now. There are a lot more loopholes to jump through if they ask for more. That was the breakoff. There was a conversation before this meeting that looked at developing in phases, but not necessarily breaking it down. We could do that. We've spent close to \$30K extra in the last two years because of soil testing. Creating this bond cost an extra \$10K. If people think they are going to make money developing, they are crazy. It is frustrating. He can see the City's point to protect the City. The City will get \$350K in building lots alone. That should be important to the City to help us a little and figure out a way to help us do it.

Councilmember Vance stated they would all like to help. He noted that when the Council makes a decision it can open a door. Mr. Christensen said you have to be very careful how you do that and he understands. Mr. Christensen said the Box Elder County Council allowed things that met criteria to the point where they didn't get burned. They are pretty anxious to try and sell lots by the fair. To have the engineer go back and make changes, it will take probably two months and brings additional expense.

Manager Warnke said that is the point they could work with them on. It doesn't need to go back through if they came up with something abbreviated or smaller. Mr. Rigby said there is not a real comfortable break but as far as selling lots and developing the roads, it is doable. Mr. Christensen said they cannot stop the road. They may as well put everything in all the way around the subdivision instead of stopping it. Mr. Rigby noted there is a loop around and it makes it difficult to put it into phases. We could do that but then we would still probably finish the road and put everything in on the other side.

Mayor Fridal said they are going to invest \$600K. With the sale of the first five lots the City would get the other \$76K and noted they could not get building permits if they do not pay the City. They will have \$1M invested and will not bail on it. This would be something that is beneficial to the City and them with almost no risk to the City.

Councilmember Holmgren asked if the City could have a lien on the first five lots so there is a guarantee for the \$76K and allow them to get started. Manager Warnke said they could put in the public improvements first and lower their bond amount. There are several subdivisions in the City that do not have all the improvements. It is not uncommon that a developer has a misstep and improvements are not completed. Councilmember Vance noted it is a cash bond.

Mr. Christensen said the Christensen family has contributed to the development; storm drains, retention ponds, and everything that has been done. They have donated property and given an easement through the property for the water line. He understands being nervous about some of the stuff. If the Council says they have to go the way it is written, it will not stop them. They will come up with the money and continue but they are asking for some creativity. In the beginning, they asked if they could use their other property as collateral but the City did not want to get into the real estate business. Box Elder County acquired a lot of property by doing the same type of thing. They are asking for a small window.

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Maybe they should add a timeframe like nine months. It would give them time to start and if they haven't got the six lots sold, they will hand the City the \$76K.

They have been waiting two years to get this project going. Mr. Rigby said it is a little unfair to compare them to other subdivisions. They are almost there. They have \$600K. It doesn't sound like the other subdivisions were close or had any kind of a bond. Anything they have is an improvement. It is almost black and white. Manager Warnke said they did have a form of guarantee, a letter of credit, that was essentially terminated without notice and ordinances have since changed.

Councilmember Holmgren asked Manager Warnke if he can look into this and see what he can do. Councilmember Reese would like to help them but asked Councilmember Vance if he would be afraid to pursue this. Councilmember Vance wondered how they can come up with the \$76K in nine months when they cannot come up with it now. Mr. Christensen said they can come up with the \$76K but it is not a simple decision and they have to scrape.

Mr. Rigby said they must be talking to the wrong person because it is not until the last minute when they finally figure out how to change Manager Warnke's mind. Director Fulgham said the Council sets the ordinances. Mr. Rigby said Manager Warnke goes by what it says. He agrees with that. We are not saying that we do not want to try and find another route. You are saying there is one lane and that is the only lane you can be in. I am saying be unique and help us that are trying to develop. You do not have other people in here asking to do this kind of development. Let's help those that are local and actually live in the City and love the area and want to make it better.

Councilmember Doutre said they can listen tonight but not make any decisions. It has been good to hear all the sides. Mr. Rigby said if it takes time it takes time. Councilmember Holmgren said the Council's job is to balance and protect the City. They want to see you succeed. Mr. Christensen said if it is that difficult now, there should be a way to protect the City and let a developer begin without that big obstacle. Mayor Fridal said they will put it on the agenda for City Council. Manager Warnke said it has to go through the Planning Commission, Land Use Authority Board and have a public hearing before the Council can vote. Mr. Christensen said they cannot wait that long. It is a problem for developers and should be addressed. Mayor Fridal said the Council cannot take action if it is not an action item on the agenda but it will be addressed again. He thanked them for their input and time.

8. New Council Business:
 - a. Approval of May Financial Statements

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

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- b. Approval of May Warrant Register

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

- c. Discussion and consideration of adopting Ordinance No. 16-16 designating and granting authority to the City Recorder to codify ordinances into and to edit ordinances within the Revised Ordinances of Tremonton City Corporation

Councilmember Holmgren wondered if the codified ordinances are put on the website as html so they are searchable.

Motion by Councilmember Holmgren to adopt Ordinance No. 16-16 and grant authority to the City Recorder to codify the ordinances into the ordinances of Tremonton City Corporation. Motion seconded by Councilmember Rohde. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

- d. Discussion and consideration of adopting Ordinance No. 16-17 authorizing the Mayor to enter into real estate option purchase agreements on behalf of Tremonton City

Motion by Councilmember Reese to adopt Ordinance No. 16-17 with a six month sunset. Motion seconded by Councilmember Doutre. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

- e. Discussion and consideration of approving Resolution No. 16-44 waiving of City utility charges for the Skyway Golf & Country Club located at 450 West Country Club Drive in Tremonton, Utah

Jay Sandall said Tremonton City built the golf course. In the beginning, the City paid the pumping and water bill from the canal company. Later on, the golf course started paying the bills. About 3-4 years ago, the golf course started paying for the water shares owned by the City. They also pay water and sewer bills. Mr. Sandall asked the Council to consider waiving part of the fees.

Motion by Councilmember Holmgren to approve Resolution No. 16-44 and waive the base rate on the utility charges, not any overage on the three hookups. We are basically going to waive the base rate on the three hookups. Motion seconded by Councilmember Reese. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye.

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Motion approved. Councilmember Dautre and Mayor Fridal thanked Mr. Sandall for his time.

- f. Discussion and consideration of authorizing the advertisement of Tremonton City Request for Statement of Qualifications for Independent Health Insurance Broker Services

Motion by Councilmember Vance to authorize the advertisement of Tremonton City Statement of Qualifications for Independent Health Insurance Broker Services. Motion seconded by Councilmember Dautre. Vote: Councilmember Dautre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

- g. Discussion and consideration of disposal of surplus City property by approving Buddy, the K-9 Dog, to be gifted to his handler Police Officer Hayman

Chief Nance commented that Buddy is eight years old. The average working life of a K-9 is seven years. Buddy has been having some hip and leg problems in the last year. It is proposed that Buddy retire and live with his handler.

Motion by Councilmember Dautre to gift our K-9 dog to Police Officer Hayman with the thanks of the Tremonton City Council. Motion seconded by Councilmember Reese. Councilmember Rohde would like the City to get a new dog as soon as possible as it is an asset to the City. Vote: Councilmember Dautre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved.

- h. Discussion and consideration of disposing of a 1996 Ford Ranger Recreation Vehicle

Motion by Councilmember Holmgren to dispose of this 1996 Ford Ranger Recreation Department Vehicle. Motion seconded by Councilmember Rohde. Vote: Councilmember Dautre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion approved. Director Fulgham said the vehicle may be moved to Public Works for the Streets Department.

- i. Discussion and consideration of disposing of found and unclaimed property

Chief Nance stated the Police Department has items from last year they would like to dispose of. Some of the items will go to a second hand store and others may go on the surplus site.

Motion by Councilmember Rohde to dispose of the unclaimed property. Motion seconded by Councilmember Vance. Vote: Councilmember Dautre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, and Councilmember Vance - aye. Motion

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approved.

- j. Discussion of a tiered water rate for Tremonton City and possible preliminary water rate structures as calculated by the Public Works Director

Director Fulgham spoke about the benefits of a tiered water rate and conservation. It was noted that secondary water will be part of the plan.

9. Reports & Comments:

a. City Manager Reports and Comments

- 1. Continuation or commencement of discussing any item not completed in the 6:00 pm City Council Workshop

Manager Warnke asked that a discussion regarding Midland Square be on the next agenda.

b. City Department Head Reports and Comments

Director Fulgham commented they painted stripes on 2300 West.

c. Council Reports and Comments

Councilmember Vance appreciated Director Fulgham's numbers regarding a tiered water rate.

Councilmember Doutre stated that Bruce Jeppesen contacted her about the car drag he did last year and wondered about doing it again this year. Chief Nance noted he would like to be more involved with the planning and ensure the activities are more controlled and possibly on private property. Councilmember Doutre noted he Mr. Jeppesen has paid for the food and shirts himself. She commented that perhaps the City could help him with some of the costs as it helps bring people to the City. Mr. Jeppesen will be at the next City Council to discuss the details.

Councilmember Rohde asked about details regarding the fair booth and parade. Mayor Fridal stated that Ginger Rose is doing the City's fair booth. He will drive the 1953 Ford Customline in the parade. They discussed that the Council will meet to pass out candy and will need to help sell tickets for the car raffle.

Councilmember Holmgren thanked everyone for the good job they did on the 24th of July/City Days.

10. Adjournment.

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

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Vance - aye. Motion approved.

The meeting adjourned at 8:14 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 Deputy Recorder Cynthia Nelson.

Dated this _____ day of _____, 2016.

Linsey Nessen, Acting City Recorder

CONSIDERATION OF MIDLAND SQUARE

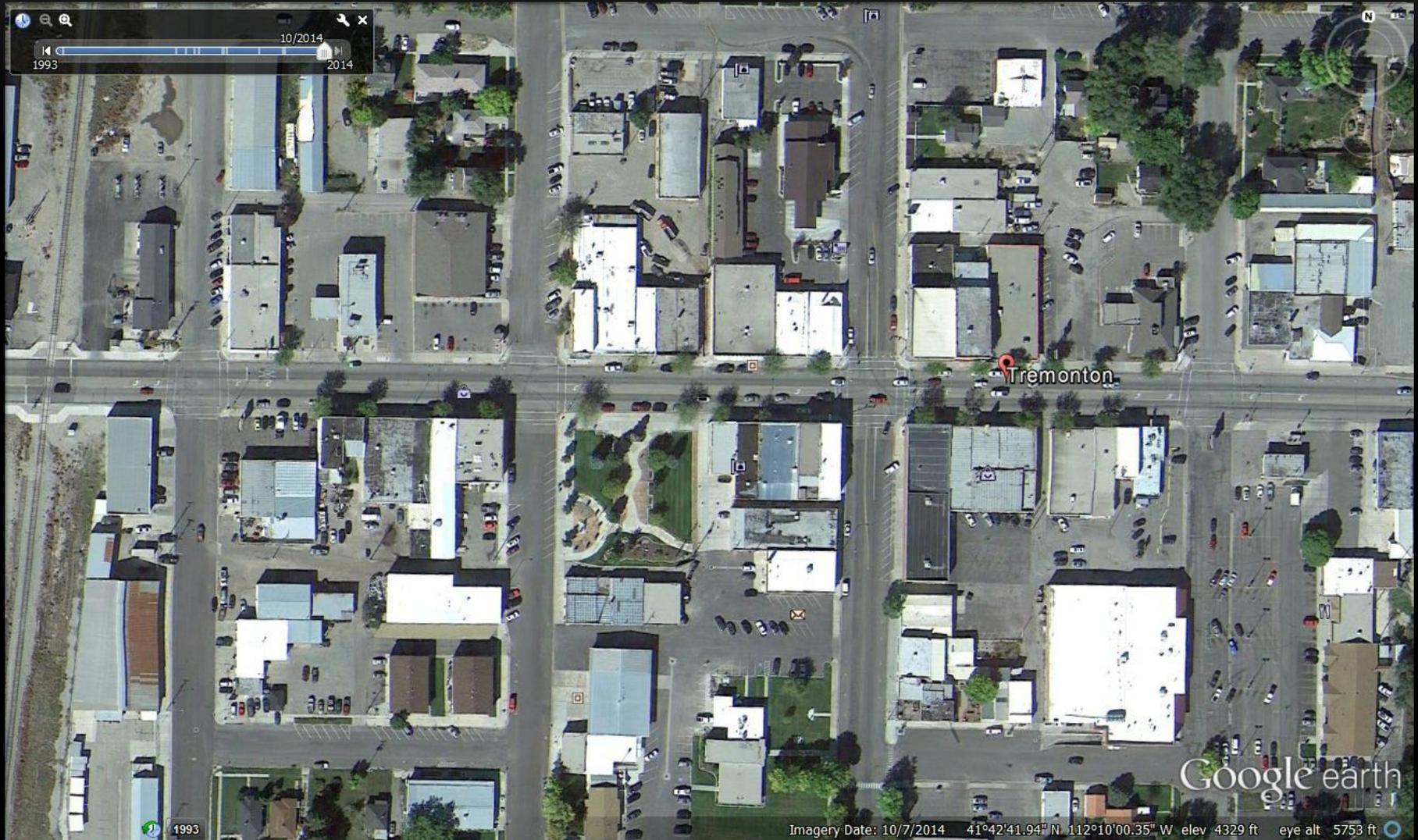
CITY OBJECTIVE FOR MIDLAND SQUARE

- Get 250 people into the square for 250 days out of the year
 - *Achieve objective through active and passive programming*
 - *Active Programming- Events*
 - *Passive Programming- Activities*
- Pedestrians = Shoppers at multiple stores
 - Goal is to have synergistic retail district

EXAMPLES OF EVENTS & PROGRAMS

- Active Programming- Events
 - Food Truck Event
 - Flea market/farmer market
 - Concerts
 - Yoga classes
 - Outdoor movies
 - Chalk art festival
 - Chamber events
 - Car show
- Passive Programming-Activities
 - Piano
 - Water features
 - Snow cone shack
 - Ice rink

CENTRALIZED GATHERING SPACE FOR DOWNTOWN



PROS & CONS OF MIDLAND SQUARE

• Pros

- Centralized location in the downtown core
- **Close proximity to businesses- monetize activity in the square**
- Main Street has a good scale, unlike other main streets in Utah that have the ROW width of freeways
- Walkable downtown blocks
- Has some existing great elements to build off from
- Great street furniture
- Great textures
 - Hardscape
 - Retaining walls (seat height)
 - Stamped concrete
 - Softscape
 - Trees, Grass, Flowers

PROS & CONS OF MIDLAND SQUARE

- Cons
 - Not very inviting
 - Clock obstructs square, odd proportions
 - Pine tree obstructs view and consume space
 - Little reason to gather in square

PARKING IN DOWNTOWN



CASE STUDIES OF GREAT RETAIL

GATEWAY, SALT LAKE CITY



GATEWAY, SALT LAKE CITY



Rio Grande St

Exit Street View

© 2016 Google

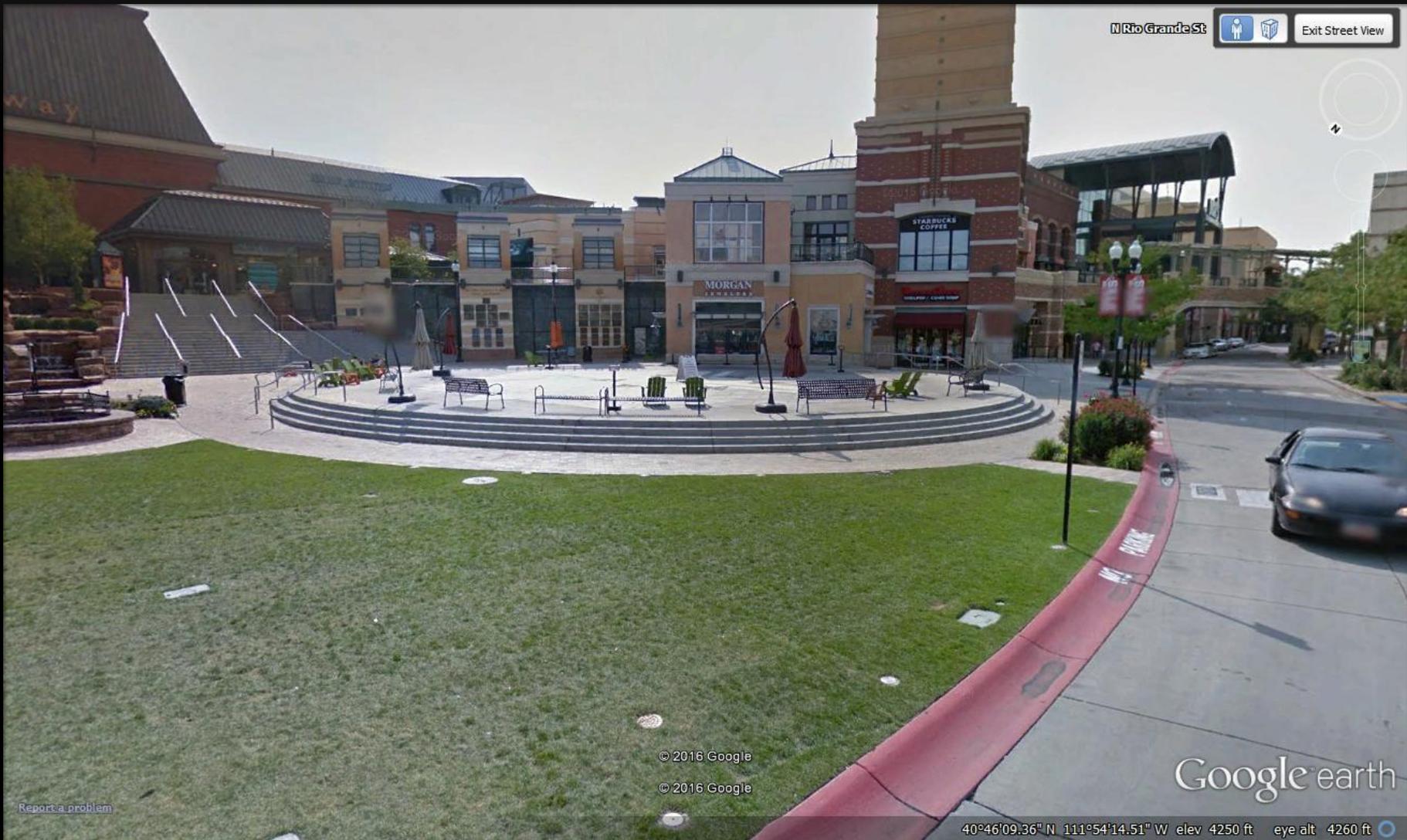
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Google earth

Report a problem

40°46'02.21" N 111°54'14.62" W elev 4273 ft eye alt 4259 ft

GATEWAY, SALT LAKE CITY



N Rio Grande St

  Exit Street View

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Google earth

40°46'09.36" N 111°54'14.51" W elev 4250 ft eye alt 4260 ft

[Report a problem](#)

GATEWAY- ACTIVITIES & EVENTS

- Splash Pad
- Yoga on the plaza
- Street performers permitted

STATION PARK, FARMINGTON



STATION PARK, FARMINGTON



16th St



Exit Street View

[Report a problem](#)

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Google earth

40°58'58.85" N 111°54'24.11" W elev 4244 ft eye alt 4253 ft

STATION PARK, FARMINGTON



STATION PARK- ACTIVITIES & EVENTS

- Classic cars
 - Station park scavenger hunt
 - Street performers permitted
 - Park concert series
 - Harmon's chile roast
 - Food truck Friday
 - Daddy daughter date night
 - Yoga classes
-

SUN VALLEY, IDAHO



4th St E



Exit Street View

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Google earth

43°40'55.34" N 114°21'48.73" W elev 5861 ft eye alt 5867 ft

Report a problem

SUN VALLEY, IDAHO



East Ave



Exit Street View

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Google earth

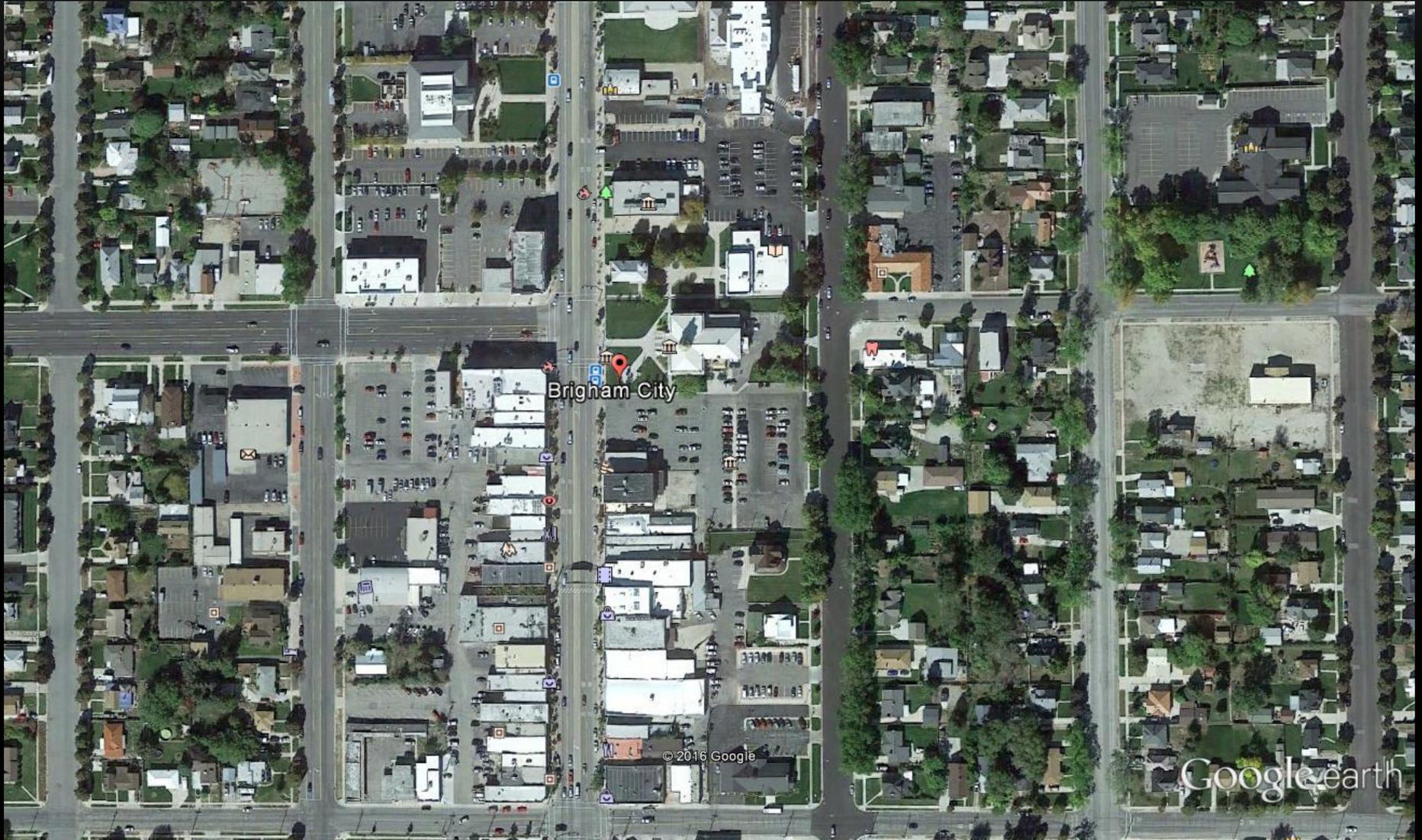
[Report a problem](#)

43°40'55.28" N 114°21'48.00" W elev 5856 ft eye alt 5867 ft

BRIGHAM CITY, UT



BRIGHAM CITY, UT



BRIGHAM CITY- ACTIVITIES & EVENTS

- Farmer's Market
 - Summer Concert Series
 - Race for the cure
 - Heritage festival
-

SDAT ACCESSMENT OF MIDLAND SQUARE

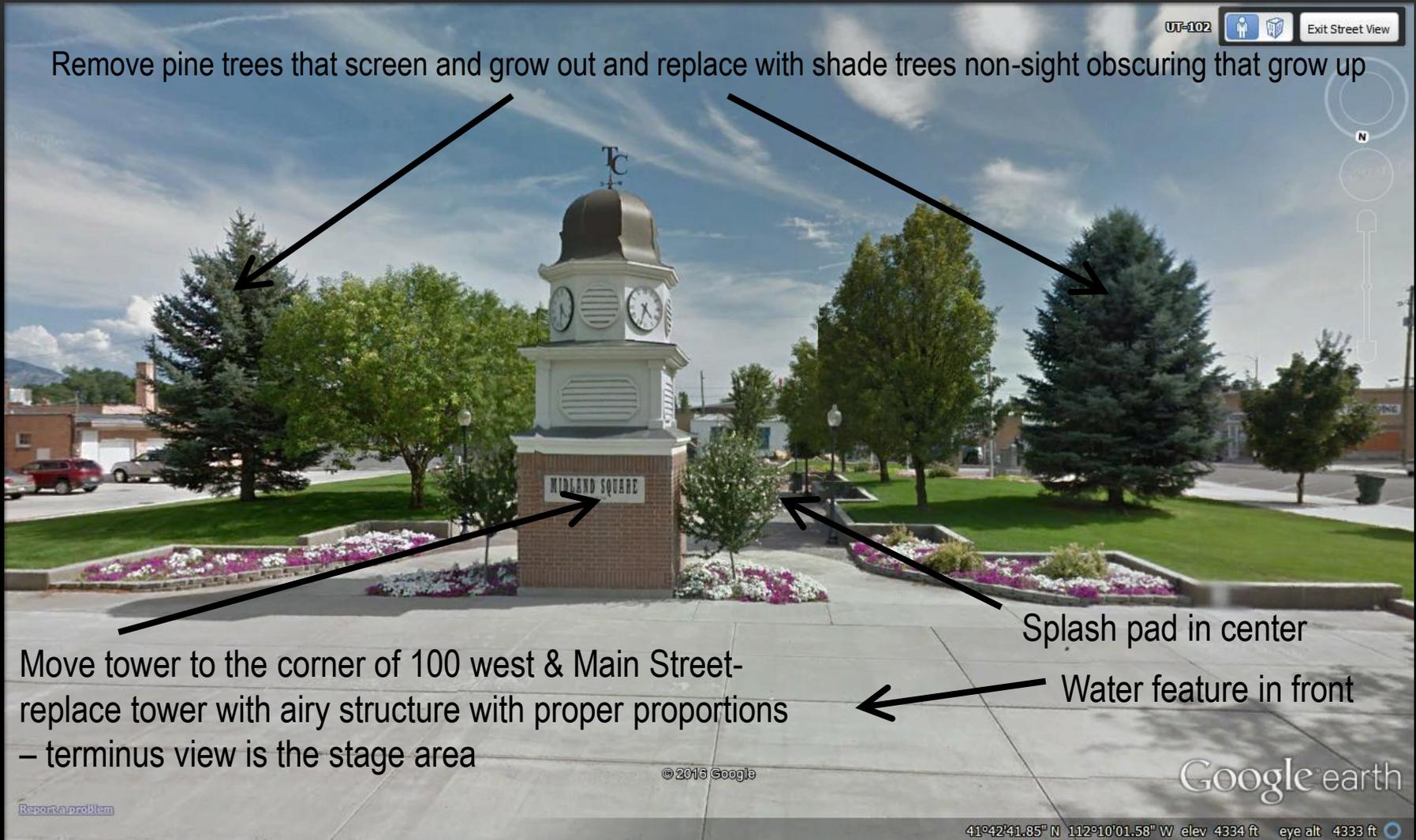
In touring the length of Tremonton Main Street, the SDAT observed that although there are several public spaces on Main Street, *none of them can support the kind of programming and events that are critical to the success of a Main Streets District. Given its location squarely within the central downtown district, Midland Square was studied. Although the boundaries of the park were maintained, the space was re-imagined with much more flexible hardscaping and a strong, simple pattern of trees and plantings. As an alternative to replacing the existing oddly-proportioned clock tower, the suggestion arose to shift it to a peripheral location in the square and put its broad base to better use as a community directory or bulletin board (see the drawing on page 12.)*





Use the existing clock tower in Midland Square as a community directory or bulletin board.

IDEAS FOR CHANGES TO MIDLAND SQUARE



UT-102



Exit Street View

Remove pine trees that screen and grow out and replace with shade trees non-sight obscuring that grow up

Move tower to the corner of 100 west & Main Street-
replace tower with airy structure with proper proportions
– terminus view is the stage area

Splash pad in center

Water feature in front

© 2016 Google

Google earth

41°42'41.85" N 112°10'01.58" W elev 4334 ft eye alt 4333 ft



UT-102

Exit Street View



Stage in back of square on existing berm , right orientation running north to south



New clock location

© 2016 Google

Google earth

41°42'39.45" N 112°10'03.10" W elev 4343 ft eye alt 4335 ft

[Report a problem](#)



Tables & umbrellas

Snow Cone Shack in Alley

Google

© 2016 Google

Google earth

EXAMPLE OF IMPROVEMENTS



RDA FUNDS

CDA Expenses	Amount	Location of Improvement
Bury Central Canal	\$1,000,000	Tremont Center
Bridges and ROW improvements	\$300,000	Tremont Center
Landscaping over the buried canal and pedestrian amenities	\$208,000	Tremont Center
Bury overhead power	\$50,000	Tremont Center
Water line installation	\$50,000	Tremont Center
Bore water line under canal	\$20,000	Tremont Center
Acquire ROW for road extension (480 West)	\$60,000	Main Street
Building of road extension (480 West)	\$40,000	Main Street
Demolition of homes	\$350,000	Tremont Center
Façade improvements	\$640,000	Main Street
Replacement of streetlights	\$695,553	Main Street
New streetlights	\$207,186	Tremont Center
Public realm improvements	\$100,000	Main Street
Main Street trees	\$283,000	Main Street
Street trees for public road	\$84,000	Tremont Center or Main Street
Public plaza	\$150,000	Tremont Center or Main Street
Total	\$4,237,739	

NEED TO HAVE A VISION FOR MIDLAND

- Get professional help in plan, design, and programming
- Focus on 250 objective
- Actively program (create events for the square)
- Invest in place making infrastructure
 - Water features, stages, etc,

RESOLUTION NO. 16-45

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING THE MARK HIRSCHI 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 Tremonton City as a whole; and

WHEREAS, the City has approved the Mark Hirschi Subdivision 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 Mark Hirschi Subdivision Development Agreement is approved as attached in Exhibit "A".

Adopted and passed by the governing body of Tremonton City Corporation this 6th day of September, 2016.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Roger Fridal, Mayor

ATTEST:

Linsey Nessen, Acting Recorder

EXHIBIT "A"

**MARK HIRSCHI SUBDIVISION
SUBDIVISION DEVELOPMENT AGREEMENT**

THIS AGREEMENT, is made and entered into this 26 day of AUGUST, 2016, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and Mark Hirschi, (hereinafter "Developer") the City or Developer may be referred to individually as "Party" or collectively as Parties:

RECITALS

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

Subdivision Boundary-Part of the NW/4 Section 1, T11 N, R3W, SLB&M

Beginning on the Tremonton Corporate Limit line at a point 359.47 feet East along the Section Line (Basis of Bearing) and 333.00 feet SOUTH from the proportioned Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 1, Township 11 North, Range 3 West, said proportioned corner is 1323.76 feet East from the Northwest Corner of said Section 1; and thence EAST 286.30 feet along said Tremonton Corporate Limit line to grantors east fenced boundary; thence SOUTH 103.825 feet along said boundary; thence WEST 286.30 feet; thence NORTH 103.85 feet to the point of beginning. Containing 0.68 Acres more or less.

30 Foot Wide Access & Utility Easement:

Beginning on the south right-of-way line of 12000 North Street at a point 359.47 feet EAST along the Section Line (Basis of Bearing) and 33.00 feet SOUTH from the proportioned Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 1, Township 11 North, Range 3 West, said proportioned corner is 1323.76 feet East from the Northwest Corner of said Section 1; and running thence EAST 30.00 feet; thence SOUTH 300.00 feet to the Tremonton Corporate Limit line; thence West 30.00 feet along said Corporate Limit Line; thence NORTH 300.00 feet to the point of beginning.

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. Water Lines.

1. That the Developer provides and installs a fire hydrant.

B. Fee in Lieu Payment for Chip Seal and Fog Coat.

1. That the Developer makes a fee in lieu payment in the amount of \$147.00 for chip seal and fog coat prior to recording the subdivision plat.

C. Fee in Lieu Payment for Road Section.

1. That the Developer makes a fee in lieu payment in the amount of \$1,638.00 for road section prior to recording the subdivision plat.

D. Fee in Lieu Payment for Storm Drain.

1. That the Developer makes a fee in lieu payment in the amount of \$375.00 for storm drain.

E. **Fee in Lieu Payment for Curb, Gutter and Sidewalk.**

1. That the Developer makes a fee in lieu payment in the amount of \$900.00 for curb, gutter and sidewalk.

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: Mark Hirschi
Tremonton, Utah 84337

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF TREMONTON, UTAH

By: [Signature]
Mayor, Tremonton City

ATTEST:

[Signature]
City Recorder

APPROVED AS TO CONTENT:

[Signature]
City Engineer



APPROVED AS TO FORM:

[Signature]
City Attorney

DEVELOPER:

By: [Signature]
Print Name: Mark V. Hirschi

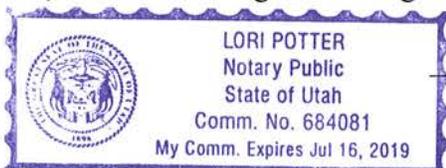
OWNER:

By: [Signature]
Print Name: Mark V. Hirschi

Developer/Owner Acknowledgment

State of Utah)
County of Box Elder §

On this 26 day of aug, in the year 2016, before me Lori Potter
a notary public, personally appeared mark V Hirschi,
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" PLAT MAP

MARK HIRSCHL SUBDIVISION

A PART OF THE RING OF SECTION 5, T 11 N, R 23 W, S 4 E, BLK. 10
TREMONTON CITY, BOX ELDER COUNTY, UTAH

APPROVALS AND TO FURNISH

APPROVED AS TO FORM: _____ DATE: _____

CITY ENGINEER CONTRACTOR OF APPROVAL

APPROVED AS TO CONSTRUCTION: _____ DATE: _____

TREMONTON CITY LAND USE AUTHORITY BOARD

APPROVED IN: _____ DATE: _____

TREMONTON CITY SLOTTED, APPROVAL

APPROVED IN: _____ DATE: _____

QUALITY ENGINEERING INC.

STATE OF UTAH COUNTY OF BOX ELDER, INCORPORATED AND THIS
AT THE COUNTY OF _____ DATE: _____

BY: _____ TITLE: _____

ADDITIONAL COMMENTS:

1. Applicant is advised that the City Engineer's approval is not a guarantee of the accuracy of the information provided on this plan. The City Engineer's approval is based on the information provided on this plan and is not a guarantee of the accuracy of the information provided on this plan.

2. The applicant is advised that the City Engineer's approval is not a guarantee of the accuracy of the information provided on this plan. The City Engineer's approval is based on the information provided on this plan and is not a guarantee of the accuracy of the information provided on this plan.

3. The applicant is advised that the City Engineer's approval is not a guarantee of the accuracy of the information provided on this plan. The City Engineer's approval is based on the information provided on this plan and is not a guarantee of the accuracy of the information provided on this plan.

CONTRACTOR'S CERTIFICATE:

I, the undersigned, being duly qualified, do hereby certify that the above is a true and correct copy of the original plan as filed in my office.

DATE: _____

BY: _____

APPROVED:

DATE: _____

BY: _____

APPROVED:

DATE: _____

BY: _____

APPROVED:

DATE: _____

BY: _____

**TREMONTON CITY
CITY COUNCIL MEETING
September 6, 2016**

TITLE:	Discussion and consideration of soliciting bids for new Fire Apparatus estimated to cost approximately around \$755,000 to \$600,000
FISCAL IMPACT:	Cost of a new fire apparatus is estimated to be around \$755,000 to \$600,000
PRESENTER:	Steve Batis, Fire Chief

BACKGROUND:

The City has envisioned purchasing a new fire apparatus once the current debt service ended for the Ladder Truck which will occur on February 1, 2017. A new fire truck would replace a 30 year old fire truck that does not meet current National Fire Protection Agency's standards. It will take approximately one year to build the City a new fire truck once it is ordered. For this reason it is recommended that the City start the process now for the purchasing of the fire truck by soliciting bids for a new truck.

Ordinance Number 14-02, which adopted the Impact Fee Analysis, included collecting impact fees for a new fire truck costing \$755,108. In FY 2015 the City collected approximately \$12,500 and collected \$19,500 in FY 2016. As you will note in excerpt below from the Impact Fee Analysis, state law does not permit the entire cost of the fire truck to be reimbursed to the City through the use of impact fees, because fire apparatus impact fees cannot be collected for residential land uses.

An apparatus costing over \$500,000 when purchased and equipped can be assessed to non-residential development on a square foot basis (which is the method in which impact fees for non-residential developments are calculated). The City currently has one qualifying apparatuses in its inventory, with one additional apparatus expected to be added within ten years. Details of this apparatus are contained in the following table.

Asset	Equipment	Purchase	PV	FV	Financing	Impact Fee
Ladder Truck	Fully Equipped	2008	\$697,95	-	\$196,720	\$894,676
Custom Chassis Engine	Fully Equipped	2022	\$700,00	\$869,07	\$55,108	\$755,108
Totals:			\$1,397,95	\$869,07	\$251,828	\$1,649,785

Using this information, an apparatus fee has been calculated which is only applicable to private non-residential and industrial development in Tremonton. This is consistent with the requirements contained in the Utah Impact Fee Act, where it states that only residential land uses may be exempt from an impact fee for fire suppression vehicles (thank Code 11-36a-202(2)(a)(i)) and that these vehicles must be over \$500,000 to be considered in the calculation (11-36a-102(16)(a)(ii)).

The costs of the apparatus are divided by the existing plus then year private calls expected within the service areas (including residential) to calculate the fair average costs per call. This average cost per call is then applied only to non-residential and industrial land uses and multiplied by the calls per unit to arrive at the cost per unit. The following table displays the calculation.

Apparatus Impact Fee Calculation for Private Non		opment
Total Existing and Future Apparatus > \$500,000		\$1,649,78
Calls Served by Existing and 10 Year Infrastructure		436
Apparatus Cost per Call		\$3,782
Fire / EMS Calls per kSF of Private Non Residential Development		0.063
Fire / EMS Calls per kSF of Industrial		0.011
Apparatus Cost per kSF of New Private Non Residential Development		\$239.91
Apparatus Cost per kSF of New Industrial Development		\$42.73

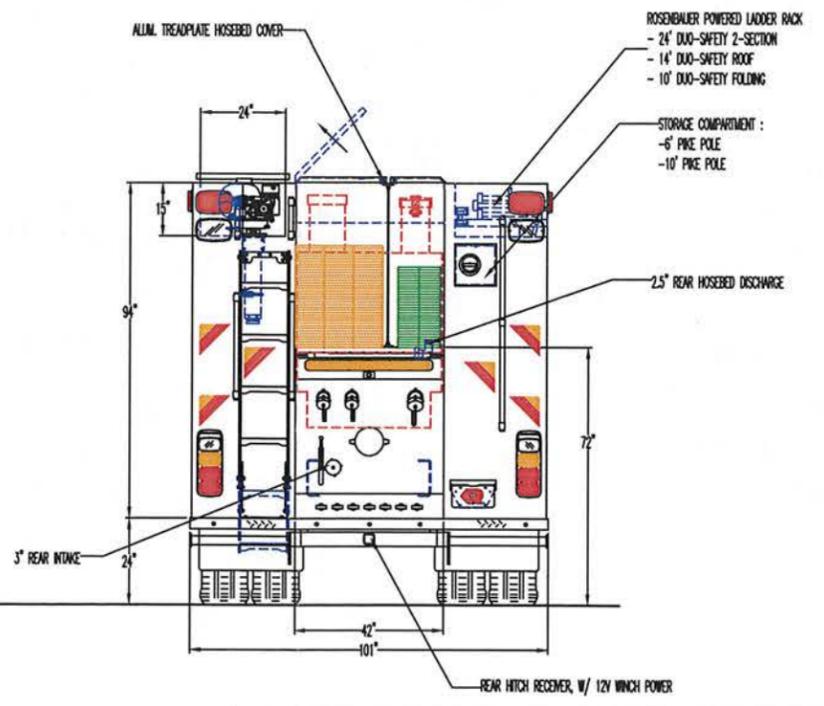
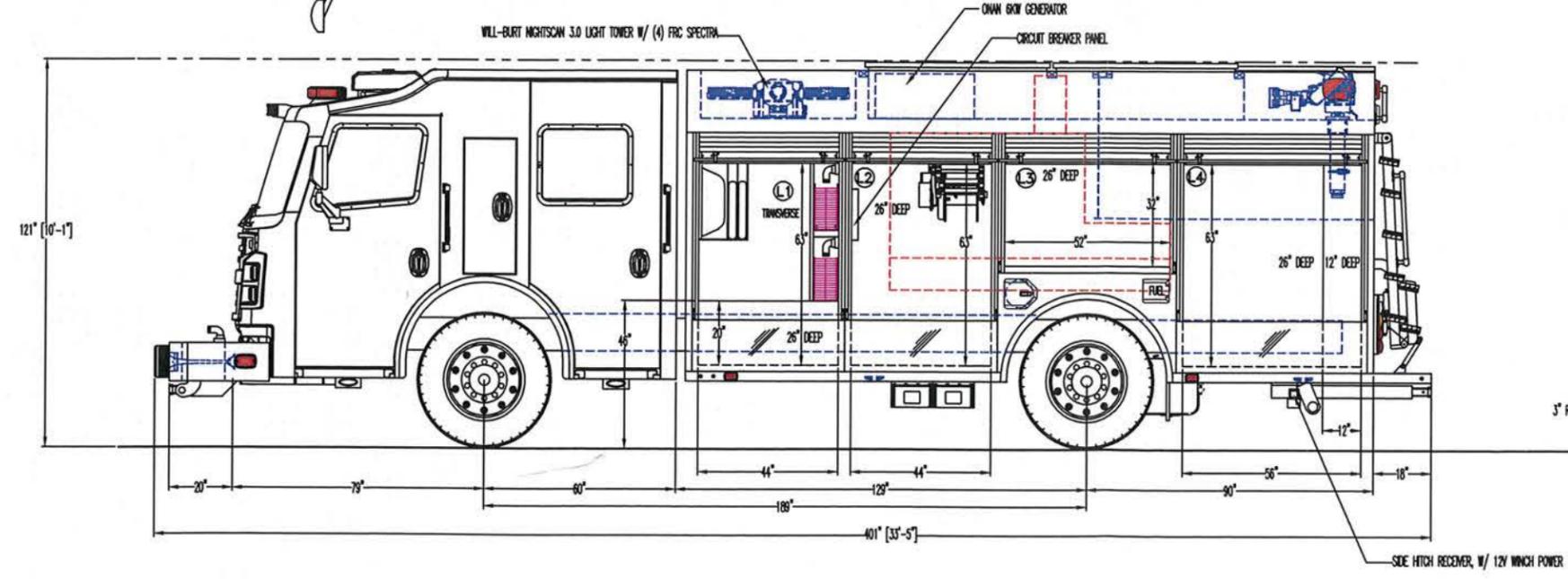
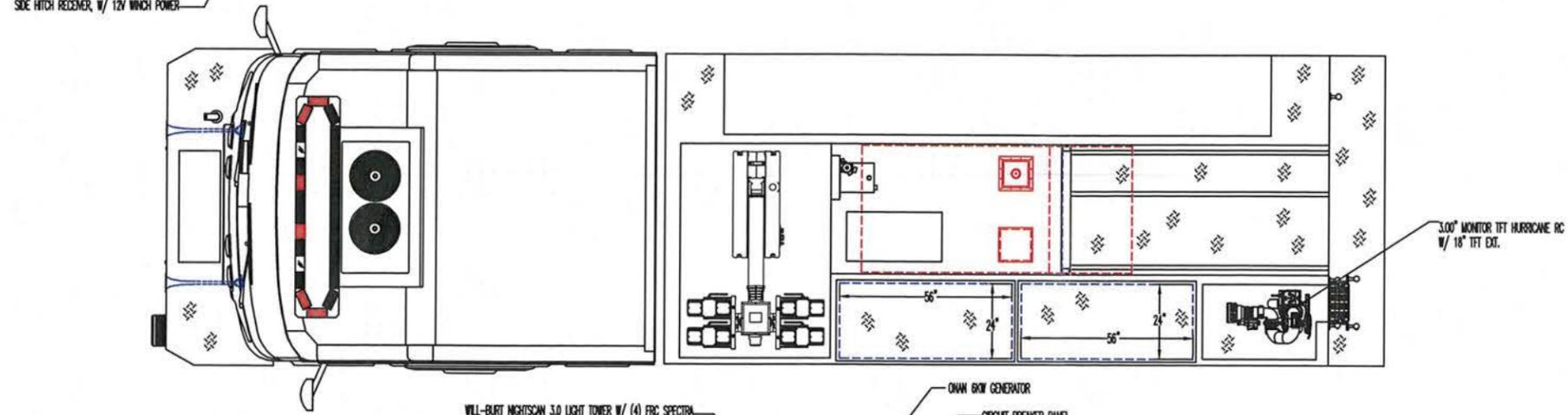
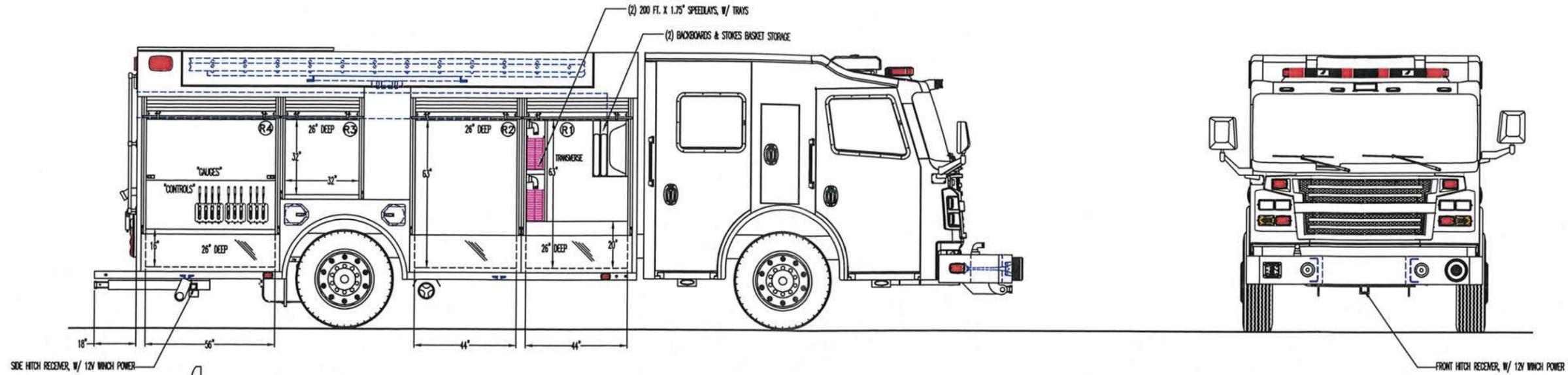
The biggest issue with the fire trucks is not mileage but the age of the apparatus. As you will note in the chart below the oldest engine is from 1985 and is an open cab design wherein only two firefighters ride within an enclosed cab. This apparatus is current out of compliance with National Fire Protection Agency (NFPA). It is my understanding that because the NFPA standards do not allow firefighters to ride within an open cab that this apparatus can only transport 2 firefighters to the scene of an incident. Additionally, NFPA requires that there be 5 firefighters on scene to fight structure fires.

New fire truck will replace 1985 Kenworth that presently does not meet NFPA standards. The 2017 fire truck will have a EXT Rear Mount Pumper will have five full firefighter seats with gear and SCBA's, light tower for night time scene safety, built in foam unit for extinguishing automotive fires, built in generator with 100 foot cord on reel, electric fans, rear passenger pump panels, full set of rescue tools (cutters, spreaders etc.), deck gun, absorbance materials compartments, 1500 gal pump, 500 gal tank, 12000 lb 360 winch, transverse compartments for EMS equipment. Truck has 15 liter Cummins engine with Allison transmission to maintain speeds in mountainest terrain. Truck cab is equipped with the most up to date firefighter safety devices. Truck fully meets all NFPA standards and ISO requirements.

Unit Number	Year	Make/Model	Mileage
Engine 31	1995	E1	27,380
Engine 37	1985	Kenworth	41,151
Engine 33	2000	Freightliner	29,658
Ladder 31	2008	Spartan	6,839

If the City has more storage space it would be recommended that the City retain the 1985 fire truck as a back up; however, there is essentially no place to store this apparatus. For this reason it is proposed that the City Council consider passing the truck to a smaller governmental entity within the area. Corrine has expressed an interest in receiving this piece of equipment.

Attachments: Drawing of fire truck



NOTES:
 1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
 2. DO NOT SCALE DRAWING.
 3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
 4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
 5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.

REVISED: -- DATE: --
 REVISED: -- DATE: --
 REVISED: -- DATE: --
 DRAWN: CRL DATE: 08-09-2016 (P5562-05)

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APPROVED BY:		CHASSIS: ROSENBAUER R611
MAXIMUM HEIGHT	NONE	PUMP: WATEROUS S100 1500 GPM
MAXIMUM LENGTH	NONE	TANK: 500 / 20 (FOAM)
BODY WIDTH	100"	TYPE: PUMPER - RP3
		AERIAL: N/A

~PROPOSED~
 TREMONTON, UT

rosenbauer

ROSENBAUER EXT		
JOB NUMBER	DRAWING NUMBER	REV
-	P6311	01

TREMONTON CITY
CITY COUNCIL MEETING
September 6, 2016

TITLE:	Discussion and consideration of the demolition of the pie shack at North Park Park
FISCAL IMPACT:	
PRESENTER:	March Christensen, Parks Director or Shawn Warnke, City Manager

RECOMMENDATION:

It is recommended that the City demolish the pie shack as it serves no specific function and is an attractive nuisance at North Park.

BACKGROUND:

The Pie Shack has become an attractive nuisance for park goers over the years. It hasn't been used for any activities in at least 8 years. The Parks Department tries to keep the doors locked and boarded shut, but people break the locks and get in. Attached are some pictures. The Public Works Department would raze the pie shack if authorized by the City Council.





TREMONTON CITY
CITY COUNCIL MEETING
September 6, 2016

TITLE:	Review of a status report submitted to the River Trails Conservation Assistance Program regarding implementation of the 2011 Tremonton City Trails, Parks, & Open Space Master Plan
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, City Manager

BACKGROUND:

I have attached a spreadsheet that shows the progress that the City has made as a result of RTCA & BRAG's planning efforts of the *2011 Tremonton City Trails, Parks, & Open Space Master Plan*. Since that inspirational and informative planning effort the City has accomplished the following (as further detailed on the attached spreadsheet):

- Constructed approximately 7,790 Linear Feet of 8' sidewalk trail
- Acquired 4.049 acres of trail right of way for Canal & Rail Trail (primarily a road separated trail in the center of the City, only have one large property owner left to secure the majority of the trail corridor)
- Acquired 15.79 acres of open space and public access in the Malad River Bottoms.
- City has received approximately \$243,500 in grants, donations, or donated appraised value of land

Additionally the City is currently working on the bid documents for the construction this fall of the Malad River Parkway Trailhead which general includes restroom, parking lot, hardscape, and the trail from the trailhead to the river bottoms (see attached documents). The City is currently working on the engineer's estimate for this project.

8 foot sidewalks/trail

Main Street	LF
Tremont Center	1,482
Fairgrounds	1,230
Farm Bureau	100

1000 West/lowa String	
Fairgrounds	620
LDS Church	330
Pheasant Run	308

1200 South	
Kirkland Subdivision	390
Infill Sidewalk	150
Arbor View	500

1000 North	
Off-ramp to Valley View Drive	2,500
Sr. Center	180

TOTAL 7,790 linear feet of 8'wide sidewalk

Funding Source: Four feet of the sidewalk/trail was exacted from the Developer with the City paying the cost to construct the other 4 feet

Canal & Rail Trail

1200 South to 600 South	Acres	Reimbursement Amount
Canfield Property (Fee Simple)	0.63	\$ 23,400
Tremont Place LLC (Fee Simple)	0.59	\$ 21,600

600 South to Main Street	
Heritage Estates (Fee Simple)	0.92 \$ 9,200
	0.76 \$ 7,600
	0.524 \$ 5,200

350 North to 600 North	
RMP Property (Easement)	0.625 \$ 4,687.50 City paying for the easement up front

TOTAL 4.049 Total Acres of Right of Way for Trail

Funding Source: For the most part the City has entered into impact fee reimbursement agreements wherein the City receives the property by warranty deed and the pays the Developer over time from impact fees collected from their project.

Malad River Trail

Malad River Bottom Easement	Acres	Amount Paid & Funding
Conservation & Public Access Easement	14.23	The certified appraised easement value was \$146,524, and the City paid \$65,000 (with \$20,000 coming from the LeRay McAllister Critical Land Conservation Fund). Holmgren Properties LLC the property owner donated \$81,524 of value towards the project of developing the Nature Preserve & Trail/Malad River Parkway, Phase 1.

Trailhead & Park Space	Acres	Amount Paid & Funding
Lot 61 Trailhead	0.39	Paid \$45,000 for lot with 50% paid from the State's Recreational Trails Program & 50% paid from Impact Fees
Lot 60 Park Space	0.505	Paid \$45,000 for lot with 100% paid from Impact Fees

Trailhead Improvements	Costs
Restroom, parking lot, hardscape, etc.	TBA

Approximately \$40,000 coming from State Parks Recreational Trails Program. Tremonton City received a donation from IHC for \$25,000 and \$15,000 from the Box Elder County Tourism Advisory Board. Tremonton City paying the rest with Impact Fees.

Land Main Street & Malad River	Acres
Land on Main Street & Malad River	0.67

On September 6, 2011 the City received by donation from Christy H. Richards a .67 acre parcel of property located at the intersection of 400 East and Main Street. This parcel could serve as an access point along the Malad River Trail Corridor in the future. Due to the fill slopes of Main Street the parcel is 6 feet or so below Main Street. This typography could potentially create an opportunity for a pedestrian/cyclist underpass underneath Main Street as a part of the Malad River Parkway in the future. This .67 acre parcel of property would be a part of future phases of the Malad River Parkway. The donation of this .67 acre parcel of property had a certified value of \$41,000.

TOTAL 15.795 Total Acres of Open Space