



**Tremonton City Corporation
City Council Meeting
October 3, 2023
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

CITY COUNCIL WORKSHOP AGENDA

**Meeting to be held immediately following Tremonton City Redevelopment Agency (RDA)
Meeting which is scheduled at 6:00 p.m.**

1. A review of the Tremonton City Social Media Manager after one year – Sara Mohrman
2. Review of the agenda items identified on 7:00 p.m. City Council Agenda
3. **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; and/or*
 - b. *Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
 - c. *Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
 - d. *Discussions regarding security personnel, devices or systems*

CITY COUNCIL MEETING AGENDA 7:00 p.m.

1. Opening Ceremony
2. Introduction of guests
3. Declaration of Conflict of Interest
4. Approval of agenda
5. Approval of minutes – September 19, 2023
6. Presentation
 - a. Tremonton City Citizenship Award to Elementary and Intermediate Students
 - b. A review of the Tremonton City Social Media Manager after one year (if not previously given during the Work Session) – Sara Mohrman
7. Public comments: This is an opportunity to address the City Council regarding your

concerns or ideas. (Please keep your comments to under 3 minutes.)

8. New Council Business:
 - a. Discussion and consideration of adopting Resolution No. 23-58 ratifying the Harvest Acres Subdivision, Phase 2 Subdivision Development Agreement
 - b. Discussion and consideration of adopting Resolution No. 23-59 approving amendments to the Tremonton City Personnel Policies and Procedures Manual, Section II: Purchasing Policy & Contracts relating to authorizing Department Heads to make procurement decisions for purchasing passenger vehicles
 - c. Discussion and consideration of adopting Resolution No. 23-60 amending a professional services agreement with Sara Mohrmon filling the duties of a Social Media Manager
 - d. Discussion and consideration of adopting Resolution No. 23-61 awarding a bid for a front-end loader used in the composting of bio-solids which is a byproduct of the wastewater treatment process

9. Calendar Items and Previous Assignment
 - a. Review of calendar
 - b. Unfinished Business/Action Items

10. Reports & Comments:
 - a. City Administration Reports and Comments
 - b. Development Review Committee Report and Comments
 - c. City Department Head Reports and Comments
 - d. Council Reports and Comments

11. **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; and/or*
 - b. *Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
 - c. *Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
 - d. *Discussions regarding security personnel, devices or systems*

12. 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 29, 2023 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 29, 2023.

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING SEPTEMBER 19, 2023

Members Present:

Connie Archibald

Wes Estep

Bret Rohde

Rick Seamons

Lyle Vance—excused

Lyle Holmgren, Mayor

Shawn Warnke, City Manager

Marc Christensen, Assistant City Manager

Linsey Nessen, City Recorder

CITY COUNCIL WORKSHOP

Mayor Holmgren called the September 19, 2023 City Council Workshop to order at 6:00 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Archibald, Estep, Rohde, and Seamons, City Manager Warnke, Assistant City Manager Christensen, and City Recorder Nessen. The following Department Heads were also present: Public Works Director Paul Fulgham, Fire Chief Brady Hansen, Treasurer Sharri Oyler (arrived at 6:02 p.m.) and Downtown Manager Sara Mohrman. Councilmember Vance was excused.

1. Discussion of proposed amendments to the City's purchasing policy authorizing Department Heads to make procurement decisions for purchasing passenger vehicles – Shawn Warnke, City Manager & Dustin Cordova, Police Chief

Manager Warnke said the Police Department is having a hard time getting vehicles. They found one that met their needs, but by the time the Council meeting came around it was gone. The way our purchasing policy is currently written is that department heads have spending limits they are allowed to sign a PO up to. In that, vehicles are listed as Council approval, regardless of the amount. Once you appropriate the funds, department heads can usually move forward, but in this case the policy is more restricted on this specific purchase. If you want to amend it, I would recommend passenger vehicles be approved by the department head based on their budget, but large equipment should come to the Council for approval. Mayor Holmgren said they should have that ability to make those purchases on passenger vehicles. We could also set a limit amount of \$100,000. Councilmember Rohde said the vehicles needs to fall within the budgeted amount, too. Manager Warnke said I will prepare an amendment and show specific language at the next meeting.

2. Discussion of secondary water charges for Spring Acres Development Group – Ricky Christensen, Blake Christensen and Bryce Rigby

Mr. Ricky Christensen said at the time we started this development we did not know they

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were going to do meters for secondary water. It was all based on hook ups. We planned to build the system to where we could share those watering zones since there is not that much lawn. Our concern is our bill being billed at tier 5 instead of tier 1. We have never exceeded water with the common areas. We hope we could make some type of division on the billing in that area. We have discussed putting in more meters, but the problem is we have a two-inch line. To put meters after that the water will be metered twice. Director Fulgham said the two-inch would become an open line and then you would have meters that metered different zones of your development. As you develop you could add better meter per coverage and divide it that way. You will still be billed on usage with a \$10 base fee and usage per meter. Mr. Ricky Christensen said there is a lot of work that will go into that. We will have to tear into the lawns to add those and disassemble the manifolds. It is not an easy problem. Director Fulgham said it was discussed that you would put lines in the street, but at the time we could not guarantee that water would be there. It was the election of the development to not put in a standard system. If we change this it would have to be changed for all HOAs, apartments and multi-unit complexes. We have to treat everyone equal. This is the fair way to sell the water. It was mandated by State government to meter secondary water. Mr. Ricky Christensen said right now we are using less than the tier 1 rate, but being billed for tier 5. One of our zones covers three homes. If we went to separate a meter system it would have to be each one and that is costly, plus it will be a mess.

Director Fulgham reviewed what their water usage and bill has been over the past three years. Mr. Blake Christensen said the concern is that we are only at 18 homes, but when we get to 34 or 44 lots that are billed at the same rate, it will be much higher. Mr. Ricky Christensen said we want this place to be nice and have it taken care of. Had we known there would have been meters we would have done it different. Can you change the policy for that area to make it fair? They need to be divided up so they are not on that higher tier. Mr. Blake Christensen said I am a proponent in this not just for Spring Acres. The City should look at it differently. We cannot compare ourselves to an apartment complex. There are not homeowners there. I think there should be a difference on owned property and if there is a single meter then divide it by the owned properties. Director Fulgham said it is the fair way to bill. We put meters in so the single widow is not paying for the guy who has a huge, nice lawn. Mr. Blake Christensen said but in an HOA that is not the fair way because they are still having to pay for all the shared grounds not just their house. If we have all those meters that is a big cost to the City. The HOA would have to raise the rate on what they have to pay. We are here as proponents to try to save people money and be fair. If you look at it from the amount of homes that are owned in that area based on that single meter, that is a reasonable request. Mr. Rigby said had we known the water would be tiered and metered at the time we would have done it differently. Moving forward we can do that differently, but we are in a situation now where we are trying to make the best of what we did. The lines were put in, in 2014, prior to the State mandating meters. I understand the reasons behind it, but we did not come into this trying to use a bunch of water. Mr. Ricky Christensen said we could measure the grass and have them pay based on that. Something could be done without separate meters. The problem with one meter is that we are never going to get out of the tier 5. Mr. Blake Christensen said our request is to just look at it with an open mind and do what is

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fair. Councilmember Archibald said these individuals are not paying that \$10 base rate, they are only paying for the usage. I do understand your point on the tier 5 versus tier 1. They are all individuals so why should they pay twice as much per thousand gallons. We need to consider places that are similar to this and that is the decision we have to make. The Council thanked them for their time and said they would review this further.

3. Discussion on ideas for beautification of the City

Mayor Holmgren said we received a letter from a citizen who was concerned about homes around town. We came up with the idea that rather than coming down hard on people, maybe we could do some positive things to encourage them to do a better job of caring for their property. There are ways for us to help. We could recognize areas in the City that are doing a great job and recognize the positive. Councilmember Archibald said certain homes need some help. We have departments in our City that can help with code enforcement when necessary. Our major concern is health and safety. Beautification is important, too. We have companies who are willing to step forward and sponsor awards and donate money to help us in these efforts. Some have already begun to turn things around so now we, as a Council, have the opportunity to send them a letter thanking them for that. As a City, we will be much further ahead as we accentuate the positive. Instead of complaining we can offer solutions. Maybe as neighborhoods if someone cannot take care of their yard, citizens can take responsibility of their neighbors. Mayor Holmgren said we are trying to be a good example and encourage people to do a better job.

4. Review of the agenda items identified on 7:00 p.m. City Council Agenda

5. ***CLOSED SESSIONS: No closed session held at this time.***

- 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; and/or***
- b. ***Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
- c. ***Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
- d. ***Discussions regarding security personnel, devices or systems***

The meeting adjourned at 6:50 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Holmgren called the September 19, 2023 City Council Meeting to order at 7:00 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Archibald, Estep, Rohde, and Seamons, City Manager Warnke, Assistant City Manager Christensen, and City Recorder Nessen. The following Department Heads were also present: Police Chief Dustin Cordova (arrived at 7:10 p.m.), Fire Chief Brady Hansen, Treasurer Sharri Oyler (left at 8:00 p.m.) and Downtown Manager Sara Mohrman. Councilmember Vance was excused.

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1. Opening Ceremony:

Mayor Holmgren 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 Archibald and the Pledge of Allegiance was led by Downtown Manager Mohrman.

2. Introduction of guests: Mayor Holmgren welcomed those in attendance.

3. Declaration of Conflict of Interest: None.

4. Approval of Agenda:

Motion by Councilmember Archibald to approve the agenda of September 19, 2023. Motion seconded by Councilmember Estep. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

5. Approval of minutes – August 29, 2023

Motion by Councilmember Seamons to approve the minutes of August 29, 2023. Motion seconded by Councilmember Rohde. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

6. Years of Service Award

- a. Michelle Rhodes, Billing Clerk – 5 years
- b. Marc Christensen, Assistant City Manager – 15 years

Manager Warnke read a bio on Assistant City Manager Christensen. Treasurer Oyler read a bio on Michelle Rhodes. The Council thanked them both for their time and effort.

7. Presentations: Box Elder School District Update – Heidi Jo West, Assistant Superintendent

Councilmember Archibald said we started a tradition last year and are working on having a better relationship with the Box Elder School District. The schools are the heart of our City. Tonight, we invited Mrs. West, who is a dear friend of mine, to present data in regard to our schools. McKinley Principal Jacob Balls, North Park Principal Dax Sederholm and Principal David Lee from Harris Intermediate are also present.

Mr. Balls said our theme this year is Up. We want to get better every day and move up. We want our students and staff to get better every day to make us all grow. Mr. Sederholm said we want to build the culture at the school and that is a culture of belief. We want the students to believe in themselves and know we believe in them as educators. We have lots of activities based on that. Mr. Lee said thank you for recognizing students.

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That is a neat thing for families and children to be recognized. I am honored to be a part of education, which makes all professions possible. The world can be an unkind place and there are lots of things coming at people. This year our focus is kindness and respect. At our school we have tried to define what that looks and sounds like. We teach specific skills each day on how to be kind. Mrs. West said we appreciate you allowing us to come here and share our numbers. The citizenship recognition has been incredibly positive in our schools. Mr. Balls and Mr. Sederholm are both new. We are excited about them and the energy they bring. Their interviews blew us out of the water. They are amazing men, who bring a lot of strengths that will make a big difference in both of those schools. We also appreciate the years of experience that Mr. Lee brings. He has turned the ship around at Alice C. Harris and done a great job. Thank you to them and the Council for recognizing our students. It makes a huge difference.

Mrs. West said I want to go over a few things that are changing this year. We have done double bus routes and that has not been incredibly popular or well received. We knew it needed to be done and would be a benefit overall. So far, we have seen a lot of positives from that. Another change this year is all day kindergarten for all students. That was State funded with consideration on how much that impacts students long-term on their academic achievement. We have created plans for those who do not want their children there all day. Our two elementary schools are Title 1, which comes with extra responsibilities.

Mrs. West then reviewed school numbers. McKinley Elementary has 22 classrooms in the building and five portables. Four of those hold the 5th grade classes and one is music prep. As far as special education classes go, they have a resource with special education support and one preschool classroom. McKinley does not have Dual Language Immersion (DLI). At North Park we recently added DLI. There are 20 classrooms inside the building and eight portables. Four of those hold 4th grades and four of those are for 5th grades. They also have one functional skills classroom and one preschool class that are special education classrooms. They also have a behavior classroom that has recently been moved to Garland Elementary. We will still support those students, but Garland can do a better job at supporting that for us at this time with growth and implementation of DLI at North Park. Three of those portable classrooms are still being finished. The DLI program has been added to North Park in 1st, 2nd and 3rd grades. That is running a bit smaller than expected. They spend half the day learning in Spanish and the other half is English. McKinley has 26 teachers for 621 students enrolled—averaging 23.8 students per class. North Park has 28 teachers for 639 students enrolled—averaging 22.8 per class. We like to see those numbers under 25 so this is good. In those numbers we are not calculating special education classrooms. That would make our numbers look better. We have a special education teacher with 10-14 students.

Mrs. West said there has been a lot of growth in Tremonton. McKinley’s enrollment is coming down. North Park has a steady incline due to the DLI program. At Bear River High School, we have preliminary October 1, numbers. Last year there were 1,178 students and now there are 1,213. They are up 35 students and Box Elder High is, too. We have not seen some of our students return after COVID, they are now being home schooled. Also, studies show that the number of students per families are declining over time. The Council thanked them.

8. Proclamation

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Domestic Violence Awareness Month – New Hope Crisis

New Hope Crisis Center Director Megan Talamantez said I would like to start by sharing some of our stats over the last fiscal year. From July 2022 to June 2023, we responded to 5,432 crisis calls in the County. We served 555 women, 96 children and 184 males, who were somehow impacted by domestic violence, child abuse, dating violence or stalking. We assisted 58 victims of sexual assault, eight children of sexual abuse and 49 children of physical abuse. In our justice court we provided service to 219 victims. We sheltered 81 women, three men and 24 children. I am asking you today to proclaim October as Domestic Violence Awareness Month. She then read through the proclamation. The Council agreed and signed it.

9. Canvass of the 2023 Primary Election

Recorder Nessen said currently we have 4,638 eligible voters in Tremonton City. This Primary election we had 1,213 ballots cast. We had 1,203 sent in by mail and 10 individuals came here on election day to vote in person. That is 26.15% of our voters. They counted 1,053 ballots on election night. A few more were received afterward, but were post marked timely and counted. There were 11 that were not postmarked timely so they were not counted. There were 211 ballots returned as undeliverable. Candidate Paul Fowler withdrew before the canvass so we reached out to the County and Lieutenant Governor's Office, who asked us to reach out to our attorney. It was decided that RJ Henry will move forward on the General Election ballot. There will be six candidates on that ballot for November 21.

Motion by Councilmember Estep to accept the canvass report. Motion seconded by Councilmember Rohde. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

10. Public comments:

Michael Leighner said Mayor you are one of the true people with the kindness on properties that look like dumps. Why do we not start enforcing the law instead of trying to get them to do things nicely. Enforce the ordinances that you have. Mayor Holmgren said we are. There is a difference between someone who has some weeds in their yard and others who are a hazard or health issue. We have identified those homes and they have made efforts to clean up their yards. If you have someone in mind you can talk to me. Mr. Leighner said I will. Chief welcome to the City. You told me you had a path, a handicap accessible path for riding a special needs bike. There are more than just myself who are handicap and need more paths. This bike is 42 inches wide. I did a nice ride around the City and it took me about 20 minutes. I will not go on 102. It is a hazard. Why do you not start making streets wide enough for us who have this problem. Manager Warnke said the State legislature recently adopted laws that reduce the pavement width. They uniformly did that across the State of Utah. Developers reached out and were concerned that each City had different widths. Ours was greater than the amount they chose by about five feet. That is a new construction standard that will be coming forward through the process. Mr. Leighner mentioned that he has to go out of town to train for races. There is nothing up here to train with.

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Janice Sealy said on July 4, we had a City water main line break. We scooped as fast as we could, but it was headed toward our house so we got a pump and started pumping water down the street. On July 5, I reported it and the City acknowledged that they are responsible. They had to take a piece of my sidewalk and driveway, about the size of that desk. I called and said what are the plans and was told they were really busy. I recognize how busy construction has been. When I paid my bill, I brought it up again. Nothing has been done and I do not know where to take it. This is small potatoes to the City, but this is going to be a muddy mess come winter. What is my next move to have that fixed. If you want me to bring a solution, I can have someone do it and then you can deduct that from my bill. Mayor Holmgren said we will have Councilmember Estep be in charge of getting this taken care of.

11. New Council Business:

- a. Discussion and consideration of approving the August Financial Statements

Motion by Councilmember Estep to approve the August Financial Statements. Motion seconded by Councilmember Archibald. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

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

Motion by Councilmember Rohde to accept the August Warrant Register. Motion seconded by Councilmember Seamons. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

- c. Discussion and consideration of adopting Ordinance No. 23-04 amending zoning regulations relating to the Rivers Edge Overlay Zone (REOZ) and the Rivers Edge Pre-Annexation and Master Development Agreement to accommodate the recordation of a Rivers Edge – Phase 1A, which would develop 14 building lots and complete the missing three hundred (300) feet of 775 East from approximately 193 North to 287 North

Manager Warnke said we discussed this at the last Council meeting. The Planning Commission reviewed the proposal after conducting a public hearing and their recommendation was to approve it. Unless there are questions, City staff would recommend the same. In anticipating that this would be approved we have had conversations with the developer about how they could work toward getting it done this year. They are making every effort to line it up in this shortened construction season and get it paved. When asked if they would have this in before winter, developer Michael Jewell said I have learned that development is a series of small disasters interrupted by large disasters. I am not sure if we will be able to pave the cul-de-sac, but we will be able to get the road base there. We would love to get it all done, but at the very least there will be a road base in the cul-de-sac with the main road done.

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Motion by Councilmember Rohde to adopt the ordinance. Motion seconded by Councilmember Archibald. Roll Call Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

- d. Discussion and consideration of adopting Ordinance No. 23-05 approving Rules for the Governing Body

Mayor Holmgren said this is something we have been working on. Councilmember Rohde brought this up a few months ago and this is good for us to go through. Personally, I feel good about it. This talks about our responsibilities and decorum. These are good rules to live by. Councilmember Rohde said on H3 we have a five-minute rule, I think that needs to be three minutes.

Motion by Councilmember Archibald to adopt the ordinance with a correction to H3. Motion seconded by Councilmember Rohde. Roll Call Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

- e. Discussion and consideration of adopting Resolution No. 23-56 amending Resolution No. 23-09, a consultant agreement between Hemmco, LLC, and Tremonton City for lobbying services on state and local government relations and appropriations with the Utah Legislature and State Government agencies

Mayor Holmgren said this is extending the contract with a caveat. After we get going on this if we feel we are not getting the results we need we can cancel that contract after a month. We have contracted with this consulting company to go after another \$1 million for water projects. We got \$2 million earlier this year that will go toward secondary water. Manager Warnke said the cost is \$10,000 a month. The \$2 million we obtained through this contact will build out Service Area 4 this summer. There is a new opportunity to engage them and the idea is to extend the contract with the provision being that if they do not secure the funds we can cancel the contract shortly after we finish the first term. The money to pay for this will come from the water fund and has already been budgeted. The expectation is that if they are successful, we would pay the entire contract, but if they are not then we can cancel that contract. Councilmember Seamons said so we are basically spending \$200,000 to get \$3.2 million. Councilmember Rohde said we need to add that this will come back to the Council to review. Mayor Holmgren said this is a great way to fund some of the large projects we have going on so we are not incumbering our residents.

Motion by Councilmember Archibald to adopt the resolution. Motion seconded by Councilmember Rohde. Roll Call Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

- f. Discussion and consideration of approving Resolution No. 23-57 adopting the revised Tremonton City Compensation and Classification Plan

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Manager Warnke said this is classifying different ranges for a planner position. I wanted to thank you because this was a difficult decision, but is a needed position for the City. Adding this resource will help the City move forward on all kinds of issues. We are currently recruiting for a planner. The recruitment is for a Senior Planner or a Planner 3. The job ad says we could underfill it depending on who is available. We will make the determination based upon our job description for these different positions and how individual qualifications line up with those skills, ability, education and years of service. A Senior Planner will have more experience to make the best impact on the situation we are facing. We want to recruit for that position, but also have flexibility if needed. We pulled data from a compensation survey system to get competitive wages. Recorder Nessen does a great job in her analysis and review in putting this together for approval.

Motion by Councilmember Estep to approve the resolution. Motion seconded by Councilmember Archibald. Roll Call Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

12. Continuation of 6:00 p.m. Work Session agenda items if necessary

Councilmember Rohde said we need more information to resolve the issue with Spring Acres and secondary water. I would like to know the difference in their bill if they are at a tier 1 or tier 5. Can we consider single housing dwelling HOAs separately from multi-housing? That may be a way of separating them out so it is fair and having them pay the \$10 per hookup. Assistant City Manager Christensen went through those numbers with the Council. Manager Warnke said we also need to see how it plays out for others. These homeowners have small yards individually, but they have common areas. They really do not have small yards when you factor in all the common area that is being irrigated. Mayor Holmgren said that is an HOA perk and the homeowners need to pay for that. Councilmember Rohde said what follow up are we supposed to do with that discussion? Manager Warnke said this affects more than just Spring Acres. We need to look at these other developments before we consider changing the policy. A big part of this is the common areas. We can see what seems fair and how a policy might affect all those within that classification.

13. Calendar Items and Previous Assignment

a. Review of calendar

Mayor Holmgren said the Farmer's Market and the giant pumpkin contest will be October 7. There is the Friday stroll on Main and our next Council meeting. Assistant City Manager Christensen said a distribution warehouse is going behind the old La-Z-Boy facility. They create classroom materials. They will hold an open house on October 4, from noon until 2 p.m., in Garland. Let us know if you plan to attend. Manager Warnke said we can revisit training from the Utah League of Cities and Towns about dignity. That speaker could come to Tremonton and engage the community in a conversation. There is an opportunity at the University of Utah on October 20, to meet for breakfast and listen to him. Resident Jeff Hoedt said a baby care drive is coming together in November.

b. Unfinished Business/Action Items: None.

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c. Branding Implementation update

Assistant City Manager Christensen said all decals have been added to the garbage cans on Main Street. The furniture is here, it just needs to be placed.

14. Reports & Comments:

a. City Administration Reports and Comments

1. Fraud Risk Assessment

Manager Warnke said the City is required to evaluate it’s fraud risk annually and take steps to reduce that. We have adopted policies aimed at helping reduce the risk of fraud. Our finance director did an assessment and we scored very low for fraud risk. Mayor Holmgren asked about areas 8 and 9. Manager Warnke said we discussed this and there are tradeoffs. Our finance director felt for where the City is at in its evolution, what those measures would do as far as implementation and what we gain, he did not recommend we implement this formal audit committee. We will continue to find ways to make the funds safer and reduce risk. We have red flag rules we look at for payments that come into the City. We are doing what we can to minimize fraud within the City’s course of business.

b. Development Review Committee Report and Comments

1. Jack in the Box Restaurant

Manger Warnke said the DRC discussed things they need to address in their site plan. They will reevaluate and submit a second submittal. Their hope is to move forward with designing the plans. They just need to do the site improvements and meet the code. They would construct as soon as they get approval. This could be a catalyst to address issues on the adjacent property. We are working on code enforcement and cleaning up the back side of the property and this could be an opportunity to help there.

2. Recordation of Harvest Acres, Phase 2

Manger Warnke said we are starting to see interest in recording subdivisions. Rivers Edge will record a phase with 14 lots. One of Harvest Acres phases will have 14 to 20 single-family homes. There are several other subdivisions I anticipate being recorded in the next while.

c. City Department Head Reports and Comments

Chief Cordova reviewed the City’s code summary and reports. We have a one-man army, but he is making progress. First, we have to investigate the complaint to see if it is valid. Then we make contact and issue a warning with a timeframe. It is then referred to the court, who takes over and can extend more time before action is taken. If they fix the problem, the judge will give them a break. We have

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been making a lot of progress and getting things done. A lot of the problems are going away, but some of the complaints are not valid from a code enforcement perspective. For the department, things are good. We have had some challenging calls this week, but we take good care of each other. When he asked about buying vehicles in a timely manner, the Council explained that they had that conversation in the work session. Manager Warnke said they could do it now and then ratify that at the next meeting in October. Officer Skyler Gailey reviewed quotes from Crumps, Hansen and Young. Costs would be about \$45,000 to \$48,000 on a truck. To save money we are going to equip them as admin trucks so it would be for chief and assistant chief. That would not have the full outfit. All of this has been allocated to our budget. Chief’s truck will got to Public Works. The cost to equip is about \$20,000, but to do it as an admin truck would be under \$10,000. The Council encouraged them to stay local as much as possible and just stay within their budget.

Chief Hansen said thanks for the opportunity. I have been here about two weeks. I have been working hard to get caught up and learn from the current staff on where the fire department has been and where we would like to go. I am working on the study that has been commissioned by Box Elder County to discuss how different fire departments interact with each other and how we might improve that. One of our firefighters has started paramedic school. We are working on our scheduling to make sure we are covering all our shifts. This will be a huge step forward for the department.

d. Council Reports and Comments

Councilmember Seamons said the summer party was fun, thank you.

Councilmember Archibald said our last Farmer’s Market will be October 7. I would like to express thanks to Downtown Manager Mohrman and all her hard work. It has been a delightful experience to be a part of that. Joel and Heather Russell have made this great for the children. They have been to every market this year and provide an activity. I would like to give a great big thanks to them. During the National Day of Service \$1,090 was donated to the pantry, as well as 3,152 pounds of food. This was done at the right time when Western Ag matches donations. This was a great time to do the food drive and honor the National Day of Service.

Mayor Holmgren said thanks to all of you for attending and the Council for your time and effort to make things operate and run. Thank you City staff for all your time and effort to answer questions and do the things we do. You all make the City run a little better.

- 15. ***CLOSED SESSIONS: No closed session held at this time.***
 - 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; and/or***

Draft Minutes

- b. Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
- c. Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
- d. Discussions regarding security personnel, devices or systems*

16. Adjournment.

Motion by Councilmember Rohde to adjourn the meeting. Motion seconded by Councilmember Seamons. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - absent. Motion approved.

The meeting adjourned at 8:47 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 Jessica Tanner.

Dated this _____ day of _____, 2023.

Linsey Nessen, City Recorder

Follow-up items for the Council and City Staff

Manager Warnke will prepare an amendment on the City’s purchasing policy that would authorize Department Heads to make procurement decisions for purchasing passenger vehicles.

The Council and City staff will continue to look into options for billing on secondary water in areas that have homes with an HOA and shared common areas.

RESOLUTION NO. 23-58

A RESOLUTION OF TREMONTON CITY CORPORATION RATIFYING THE HARVEST ACRES SUBDIVISION, PHASE 2 DEVELOPMENT AGREEMENT

WHEREAS, the Developer desires to develop 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 real property will require municipal services from the City to serve the area and will further require the installation of certain improvements primarily of benefit to the lands to be developed and not to Tremonton City as a whole; and

WHEREAS, the Development Review Committee has approved the Harvest Acres Subdivision, Phase 2 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 a Development Agreement between the City and the Developer; and

WHEREAS, Section 2.05.045 A of the City's Land Use Code requires that the Developer provide a financial guarantee that all required improvements by City ordinance for the subdivision shall be constructed within one year from the recordation of the plat and that these required improvements remain free from defect for a period of one year from the date that all improvements pass City inspection; and

WHEREAS, Section 2.05.045 C of the City's Land Use Code allows one method of the financial guarantee to be an escrow bond in favor of the City.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the Harvest Acres Subdivision, Phase 2 Development Agreement, as attached in Exhibit "A" and the Escrow Bond Agreement for Harvest Acres Subdivision, Phase 2, as attached in Exhibit "B" are ratified.

Adopted and passed by the governing body of Tremonton City Corporation on this 3rd day of October 2023.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"

**HARVEST ACRES SUBDIVISION, PHASE 2
SUBDIVISION DEVELOPMENT AGREEMENT**

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 18 day of September, 2023, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and HERITAGE LAND DEVELOPMENT, LLC (hereinafter "Developer") the City or Developer may be referred to individually as "Party" or collectively as Parties:

RECITALS

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

Part of the the Northeast Quarter of Section 15, Township 11 North, Range 3 West of the Salt Lake Base and Meridian described as follows:

Commencing at the Northeast Corner of Section 15, Township 11 North, Range 3 West of the Salt Lake Base and Meridian monumented with a Rail Road Spike, thence S87°25'45"W 2521.21 feet along the north line of the Northeast Quarter of said Section 15 to the east right of way line of the railroad; thence S03°36'11"W 488.48 feet along said right of way line to the POINT OF BEGINNING and running

thence along the boundary of Harvest Acres Subdivision, Phase 1 recorded in the Box Elder County Recorder's Office under Entry No. 443120 on November, 10, 2021 the next four courses:

- 1) thence S 83°38'36" E 159.20 feet;
- 2) thence S 87°15'25" E 96.26 feet;
- 3) thence S 89°28'56" E 60.00 feet;
- 4) thence N 87°25'45" E 101.00 feet;

thence N 87°25'45" E 834.21 feet to the west right of way line of Bear River Canal;

thence S 00°54'41" E 294.48 feet along said right of way line;

thence S 89°04'11" W 109.77 feet;

thence N 65°18'05" W 65.99 feet;

thence S 88°02'30" W 230.15 feet;

thence S 86°08'10" W 60.14 feet;

thence S 88°02'30" W 115.07 feet;

thence S 00°06'23" W 70.05 feet;

thence N 72°40'47" W 73.28 feet;

thence N 76°18'38" W 75.47 feet;

thence S 86°10'57" W 77.82 feet;

thence N 87°50'54" W 164.79 feet;

thence N 73°27'05" W 61.25 feet;

thence N 86°15'58" W 91.09 feet;

thence S 03°36'11" W 248.21 feet to the right of way line of Interstate 15;

thence N 57°00'22" W 183.64 feet along said right of way line east right of way line of the railroad;

thence N 03°36'11" E 419.87 feet along said right of way line to the point of beginning, containing 8.61 acres, more or less

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

Entry No. 467224 B: 1565 P: 0759
 09/20/2023 11:15:39 AM FEE \$40.00 Pages: 22
 AGREEMENT For HERITAGE LAND DEVELOPMENT
 Chad Montgomery, Box Elder County Utah Recorder



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 "UCA") § 10-9a-103(8), but be not limited to, the following: any change in the use of land that creates additional demand and needs 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 UCA § 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. **Culinary Water and Sewer Treatment Capacity.** The City, which includes the Tremonton City Culinary Water Authority and Tremonton City Sanitary Sewer Authority, does not reserve or warrant water capacity or sewer treatment capacity until the issuance of a building permit. Recording of the Final Plat, execution of this Agreement, and/or recording of any lot within the Development does not constitute a reservation or warranty for water capacity and/or sewer treatment capacity

D. **Fee-in-Lieu Payments.** In cases where a Developer shall be required by City Ordinance to install an improvement, but circumstances, as determined by the City Engineer, prevent the construction of the improvement, the Developer shall pay a fee-in-lieu of construction. The fee-in-lieu payment shall be the current cost of constructing the improvement as estimated by the City Engineer and formalized in Section 2- "Special Conditions in this Agreement." The fee-in-lieu payment shall be used towards the costs of installing the required improvements, the timing of when said improvement shall be constructed shall be at the sole discretion of the City and absolve the Developer from making the improvement in the future or paying the future cost of the required improvement.

E. **Off-Site Project Improvements.** Developer may be required to install off-site improvements without participation or reimbursement from the City or surrounding property owners. Such improvements are identified as "Project Improvements" as defined by Utah Code Annotated 11-36a-102 (14), which generally include improvements that are: 1) planned and designed to provide service for the Development; 2) necessary for the use and convenience of the occupants or users of the Development, and 3) improvements that are not identified or reimbursed as a "System Improvement" as defined by Utah Code Annotated 11-36a-102 (21).

F. **Secondary Water System.** In accordance with Utah Code Annotated 10-9a-508, subdivisions that require water service shall provide to the City, in addition to those requirements and improvements associated with culinary water, the necessary water shares in the Bear River Canal Company sufficient to meet the municipal needs that will be created by the Development. Said dedication of water shares shall occur prior to, or contemporaneous with, the approval for subdivision of Property. All such water share dedications shall occur prior to the recording of the subdivision with the Box Elder County Recorder. Developer shall also construct a secondary water transmission and distribution system in accordance with the City's construction standards sufficient to satisfy the existing and future uses of the occupants to be supplied by the City's Secondary Water System in the Development. The use of the water shares dedicated to the City by the Developer and connection of the Developer's installed secondary water distribution system within the Development to secondary water transmission lines constructed by the City shall be at the City's sole discretion.

G. **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 a 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.

H. **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.

I. **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.

J. **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.

K. **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 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.

L. **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.).

M. **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 US Environmental Protection Agency Regulations at 40 CFR 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.

N. **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 the property owner. The City's rights as an 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.

O. **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 the execution of the Agreement, the 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

BEFORE RECORDING OF THE PLAT

- **Development Processing/Application Fees.** The Developer shall pay the development application review fees contained in the City's Consolidated Fee Schedule as follows prior to recording the plat:
 - Preliminary Plat Fee. A fee of \$254.00, which is \$150 plus \$4.00 per lot.
 - Final Plat Fee. A fee of \$1290.00, which is \$250 plus \$40.00 per lot.
 - Construction Drawings. A fee of \$6,598.57, which is ½ of 1% of the estimated costs of the improvements.
- **Fee in Lieu Street Lights.** The Developer shall pay a fee in lieu in the amount of \$14,000.00 for four (4) street lights prior to recording the plat.

- Fee in Lieu Street Signs. The Developer shall pay a fee in lieu in the amount of \$2,070.00 for street signs prior to recording plat.
- Fee in Lieu Chip Seal. The Developer shall pay a fee in lieu in the amount of \$19,264.24 for the chip sealing of all public streets prior to recording the plat.
- Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the Developer dedicates to Tremonton City 3.65 water shares in the Bear River Canal Company prior to the recording of the plat.
- Roll Back Taxes. In accordance with the Tremonton City Land Use Code 2.04.060 A 6, the Developer pays any rollback taxes prior to the recording of the plat.
- Rocky Mountain Power Notification. In accordance with Tremonton City Ordinance No. 20-07, before the City approves any new subdivision and before the recordation of the plat, the City shall require the developer to obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. The developer shall mail a copy of the plat to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
Local Address 596 North 400 West
Tremonton, Utah 84337

AFTER RECORDING OF THE PLAT

- Open Trench & UTOPIA. In accordance with Section 2.06.060 of the Tremonton City Land Use Code, the Developer shall give written notice to utility companies, including UTOPIA, a minimum of ten (10) days prior to the availability of access to open trenches. Tremonton City currently has the following individuals as UTOPIA representatives to coordinate the open trench:

Brian Kelsey
Outside Plant Design Manager
Office: (801) 613-3868 | Cell: (801)-792-1353
bkelsey@utopiafiber.com

Keith Perkins
Construction Manager
Office: (801) 613-3863 | Cell: (801) 330-5601
kperkins@utopiafiber.com

- Field Drains. Field drains (open joint clay tile drains) cross this Development and were installed for agricultural purposes. No one entity claims ownership of these field drains. As required, Section 2.06.025 of the Tremonton City Land Use Code, through the

development process, if encountered, the Developer agrees to reroute any field drain to ensure continuity.

- Parcel A. The recording of Harvest Acres Subdivision, Phase 2, creates Parcel A, which has lot dimensions of approximately 12.5' wide by 295' long. Parcel A does not meet the dimensional standards of the zoning ordinance for a lot; the purpose of Parcel A is to provide extra corridor width for the Bear River Canal Company to maintain the Central Canal. The Developer agrees to deed Parcel A to the Bear River Canal Company within ninety days (90) days of recording the Harvest Acres Subdivision, Phase 2.
- Red Curb. In accordance with the City's Pre-Annexation Agreement for the Hansen Annexation adopted with Resolution No. 20-39, the Developer agrees to paint the curbs red on 300 West south of 1300 South.
- Permanent Property Survey Markers. The Developer agrees to install permanent property survey markers for Lots 38 and Lots 39 delineating the 300 West right-of-way from the private property. This requirement is associated with the curb, gutter, and sidewalk being located in a way to direct traffic to the underpass, which appears to make the front yards of these lots larger. The permanent property survey markers for Lots 38 and Lots 39 are meant to put the property owners on notice of where their property ends.
- Irrigation Ditch, Bear River Canal Company, & Indemnification. The Developer covenants that they have talked with all the parties that have an interest in the irrigation ditch that is being abandoned through the Development, that the Developer will provide an alternative means for property owners to receive their irrigation water, and that these alternative means have been approved by the property owners. The Developer agrees to indemnify the City from any liability associated with the abandonment of the irrigation ditch through the Development and any claim from the Bear River Canal Company regarding the platting of this subdivision impeding their claim for an easement.
- Construction Fencing Along the Canal. The Developer shall erect a construction fence after the completion of the dirt work and pouring of foundations, but before framing or any other phase of construction, which will generate considerable construction debris. The construction fence is to mitigate construction debris from blowing into the Central Canal and plugging conduits.
- Permanent Fencing along the Canal. In accordance with the Tremonton City Land Use Code 1.18.035, the Developer is required to install a fence on the property line that borders the Central Canal. The Developer agrees to construct the six-foot (6') fence that is a privacy (completely sight-obscuring) fence. The fence shall be owned and maintained by the owner of the property where the fence is located.
- Reimbursement for Storm Drain Basin Property and Water Shares. In accordance with the City's Pre-Annexation Agreement for the Hansen Annexation adopted with Resolution No. 20-39, the City committed to reimburse the Developer for a regional storm drain pond. More specifically, the Regional Storm Drain Basin is a System

Improvement, and as such, the City shall reimburse the Developer \$20,000 per acre for 3.1 acres that the Developer has previously conveyed to the City and 3.1 shares in the Bear River Canal Company necessary for the irrigation of the Regional Storm Drain Basin that has already been conveyed to the City. The City shall reimburse the Developer \$5,000 per water share. The Developer has already agreed to payment for the 3.1 acres of real property and 3.1 shares in the Bear River Canal Company to be reimbursed from storm drain impact fees collected from the Development. The Developer acknowledges that there is no date certain for reimbursement, other than that the City shall first remit payment of stormwater impact fee received from the Development within thirty (30) days from receipt of stormwater impact fees until the total reimbursement amount for the 3.1 acres of real property and 3.1 shares in the Bear River Canal Company is reimbursed in full to the Developer.

SECTION 3. MISCELLANEOUS

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, OHSA, 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 the 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. Protection Strips and Undevelopable Lots. Developer covenants and warrants that they have not, or will not in the future, unlawfully divide real property in such a way that a parcel of property is created or left behind that cannot be developed according to the requirements of Tremonton City Land Use Ordinances, or other applicable laws. Examples of a parcel of property that is created or left behind that cannot be developed include, but are not limited to, spite strips or protection strips, which are parcels created or left for the sole purpose of denying another property owner access to their property, parcels with insufficient square footage, parcels with insufficient buildable area, parcels that do not meet the requirements of Tremonton City Land Use Ordinances, and parcels that do not abut on a dedicated street. When a Developer unlawfully divides property, the Developer agrees, as a remedy, to dedicate and otherwise deed ownership of these undevelopable parcels of land to the City within thirty (30) days of the City's written request.

E. 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, for such improvements or obligations that may be shown on the Final Plat and Construction Drawings, or required within this Agreement or any document executed in the future that are required by the City for amending the Development's Final Plat, Construction Drawings, or this Agreement.

In addition to the other remedies contained within this Agreement for the Developer's non-compliance or default with the obligations required herein, the Parties agree that the City may delay the processing of any future land use applications, land use decisions, and/or land use permits submitted to the City for projects in which the Developer may have an ownership interest until the Developer non-compliance or default has been cured. The Developer acknowledges and agrees to waive any time constraints applicable in Utah Code, with which the City would otherwise be required to comply for the processing of land use applications, land use decisions, and land use permits for the Developer's non-compliance or default. Any future land use applications, land use decisions, and/or land use permits may include, but are not limited to, preliminary plats, final plats, site plans, building permits, certificates of occupancy, sign permits, zoning, rezoning, and annexations within the Development or outside of the boundaries of the Development, for which Tremonton City is Land Use Authority. An ownership interest in a future land use application, land use decisions, and/or land use permit includes, the Developer, Developer's spouse, and/or Developer's minor children ownership as an individual or a member of a corporation with assets that are the subject to the future land use application. If the City suspects that the Developer may have ownership in the future land use application, it is the Developer's burden to prove the contrary.. The City may also place liens on vacant lots still owned by the Developer as it deems necessary to ensure performance in accordance with the terms of the Agreement.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 an event, the succeeding property owner shall be bound by the terms of this Agreement.

K. Irrigation Ditch, Bear River Canal Company, & Indemnification. The Developer covenants that they have talked with all the parties that have an interest in the irrigation ditch that is being abandon through the Development and that the Developer will provide an alternative means for property owners to receive their irrigation water and that these alternative means have been approved by the property owners. The Developer agrees to indemnify the City from any liability associated with the abandonment of the irrigation ditch through the Development and any claim from the Bear River Canal Company regarding the platting of this subdivision impeding their claim for an easement.

L. 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 the commencement of an action in any Court of law. In any such event, the 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.

M. 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.

N. 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.

O. 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: Daines & Jenkins, LLP
108 North Main Street
Logan, UT 84321

If to the Developer: Heritage Land Development, LLC
470 North 2450 West
Tremonton, Utah

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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. "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.

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

W. 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.

X. Preparation of Agreement. The Parties hereto acknowledge that they have both participated in the preparation of this Agreement and, if 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.

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Y. **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.

Z. **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: Jay Stocking

OWNER:

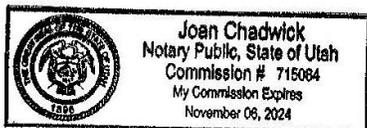
By: [Signature]

Print Name: Heritage Land Development LLC

Developer/Owner Acknowledgment:

State of Utah)
County of Box Elder)^s

On this 15 day of September, in the year 2023, before me Joan Chadwick
a notary public, personally appeared Jay Stocking, 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

Tremonton City Acknowledgment:

State of Utah)
County of Box Elder)

On this 19 day of September, in the year 2023, before me Cynthia Nelson
a notary public, personally appeared Lyle Holmgren, Mayor,
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.

Cynthia A Nelson
Notary Public

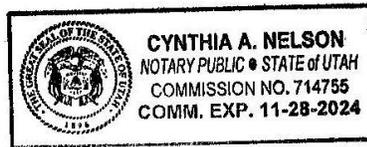


EXHIBIT "A"

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 the 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 are 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

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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

September 11, 2023

Mr. Shawn Warnke
Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

RE: **Harvest Acres - Phase 2**

Shawn,

I have completed a review of the cost estimate for the above referenced subdivision and have included my breakdown of the costs in the attached spreadsheet. The costs and amounts generally followed the Engineer's Estimate from Alliance Consulting Engineers, however there were a couple of changes. The recommended escrow amounts are as follows.

Description	Estimated Cost of Improvements	Previous Amount Released	Work Completed this Period	Current Amount Req'd in Escrow
Culinary Water System	\$321,650.00	\$0.00	\$296,900.00	\$24,750.00
Sanitary Sewer System	\$181,320.00	\$0.00	\$177,570.00	\$3,750.00
Storm Drain System	\$90,000.00	\$0.00	\$84,000.00	\$6,000.00
Irrigation System	\$157,400.00	\$0.00	\$137,400.00	\$20,000.00
Landscaping	\$0.00	\$0.00	\$0.00	\$0.00
Streets	\$348,670.00	\$0.00	\$326,170.00	\$22,500.00
Sidewalk	\$82,200.00	\$0.00	\$0.00	\$82,200.00
Miscellaneous Items	\$11,000.00	\$0.00	\$0.00	\$11,000.00
10% Contingency	\$119,224.00	\$0.00	\$0.00	\$119,224.00
Totals	\$1,311,464.00	\$0.00	\$1,022,040.00	\$289,424.00

<u>Prepaid Items</u>	
Chip Seal and Fog Coat (\$2.81/sy)	\$19,264.24
Street Lights (\$3,500/ea)	\$14,000.00
Totals	\$33,264.24

<u>Water Shares Required</u>	
BRCC Water Shares	3.65 shares

Sincerely,

Chris Breinholt, P.E.
Jones & Associates Engineering

Estimated Cost of Improvements				Completed Items		
Item	Units	Unit Price	Total	Released Amount	Remaining Amount	
CULINARY WATER SYSTEM						
8" Water Main	2,240	lf	\$55.00	\$123,200.00	\$123,200.00	\$0.00
8" Water line Tees, Bends	17	ea	\$3,000.00	\$51,000.00	\$51,000.00	\$0.00
8" gate valves	12	ea	\$1,500.00	\$18,000.00	\$18,000.00	\$0.00
Fire Hydrants	7	ea	\$6,250.00	\$43,750.00	\$25,000.00	\$18,750.00
Temp blow off	1	ea	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
Connect to Existing Water Lines	2	ea	\$1,700.00	\$3,400.00	\$3,400.00	\$0.00
Plug	5	ea	\$800.00	\$4,000.00	\$4,000.00	\$0.00
Water Service Laterals	26	ea	\$1,800.00	\$46,800.00	\$46,800.00	\$0.00
Bedding	1,500	ton	\$15.00	\$22,500.00	\$22,500.00	\$0.00
Valve Collars	12	ea	\$500.00	\$6,000.00	\$0.00	\$6,000.00
Testing	1	ls	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
CULINARY WATER SYSTEM SUBTOTAL =			\$321,650.00	\$296,900.00	\$24,750.00	
SANITARY SEWER SYSTEM						
8" P.V.C. Main Line	1,585	lf	\$42.00	\$66,570.00	\$66,570.00	\$0.00
10" P.V.C. Main Line	0	lf	\$30.00	\$0.00	\$0.00	\$0.00
Sewer Services	26	ea	\$1,350.00	\$35,100.00	\$35,100.00	\$0.00
Manholes	5	ea	\$5,000.00	\$25,000.00	\$25,000.00	\$0.00
Bedding/trench fill	3,260	ton	\$15.00	\$48,900.00	\$48,900.00	\$0.00
Manhole Collars	5	ea	\$750.00	\$3,750.00	\$0.00	\$3,750.00
Clean and Camera	1	ls	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
SANITARY SEWER SYSTEMS SUBTOTAL =			\$181,320.00	\$177,570.00	\$3,750.00	
STORM DRAIN SYSTEM						
15" ADS Storm Pipe"	900	lf	\$35.00	\$31,500.00	\$31,500.00	\$0.00
18" ADS Storm Pipe"	140	lf	\$45.00	\$6,300.00	\$6,300.00	\$0.00
Storm manhole	1	ea	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Catch Basin\Junction Box	18	ea	\$2,400.00	\$43,200.00	\$43,200.00	\$0.00
Grading of channels/ponds	1	LS	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00
STORM DRAIN SYSTEM SUBTOTAL =			\$90,000.00	\$84,000.00	\$6,000.00	
SECONDARY WATER SYSTEM						
6" Irrigation main	2,160	L.F. @	\$40.00	\$86,400.00	\$86,400.00	\$0.00
Irrigation laterals	16	Each	\$2,000.00	\$32,000.00	\$32,000.00	\$0.00
Irrigation fittings	1	lump	\$18,000.00	\$18,000.00	\$18,000.00	\$0.00
Drain station	3	Each	\$5,000.00	\$15,000.00	\$0.00	\$15,000.00
Valve Collars	10	ea	\$500.00	\$5,000.00	\$0.00	\$5,000.00
Testing	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
SECONDARY WATER SYSTEM SUBTOTAL =			\$157,400.00	\$137,400.00	\$20,000.00	
LANDSCAPING						
Detention pond landscaping		LS		\$0.00	\$0.00	\$0.00
Park Strip Landscaping		LS		\$0.00	\$0.00	\$0.00
LANDSCAPING SUBTOTAL =			\$0.00	\$0.00	\$0.00	

STREET IMPROVEMENTS						
Base & Asphalt	61,700	sf	\$2.75	\$169,675.00	\$169,675.00	\$0.00
Clear and Grub, excavation	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
Fill to bring road to subgrade	4,050	ton	\$14.00	\$56,700.00	\$56,700.00	\$0.00
Curb & Gutter	3,460	lf	\$19.00	\$65,740.00	\$65,740.00	\$0.00
Saw cut road	450	lf	\$3.50	\$1,575.00	\$1,575.00	\$0.00
Asphalt removal	2,230	sf	\$1.00	\$2,230.00	\$2,230.00	\$0.00
Asphalt re-asphalt	8,100	sf	\$2.50	\$20,250.00	\$20,250.00	\$0.00
Construct temporary turn around w/3" of asphalt and 8" road base	3	ea	\$7,500.00	\$22,500.00	\$0.00	\$22,500.00
STREET IMPROVEMENTS SUBTOTAL =				\$348,670.00	\$326,170.00	\$22,500.00
SIDEWALK						
4' Sidewalk w/ Base	3,400	lf	\$19.00	\$64,600.00	\$0.00	\$64,600.00
Handicap Ramps	11	ea	\$1,600.00	\$17,600.00	\$0.00	\$17,600.00
SIDEWALKS SUBTOTAL =				\$82,200.00	\$0.00	\$82,200.00
MISCELLANEOUS						
Survey Street Monuments	3	ea	\$1,000.00	\$3,000.00	\$0.00	\$3,000.00
SWPPP Implementation	1	ls	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00
MISC. SUBTOTAL =				\$11,000.00	\$0.00	\$11,000.00
Estimated Improvement Cost =				\$1,192,240.00		
10% Contingency and Guarantee				\$119,224.00		
TOTAL ESCROW AMOUNT				\$1,311,464.00		\$289,424.00

PREPAID ITEMS				
Chip and Seal	6855.6	sy	\$2.81	\$19,264.24
Light Poles	4	ea	\$3,500.00	\$14,000.00

WATER SHARE SUMMARY			
	Lots	Shares per Lot	Shares per Lot Size
6,000 TO 8,000		0.10	0
8,001 to 10,000	19	0.13	2.47
10,001 to 12,000	6	0.16	0.96
12,001 to 14,000		0.19	0
14,001 to 16,000	1	0.22	0.22
16,001 to 18,000		0.25	0
18,001 to 20,000		0.29	0
>20,000		TBD	
Total Shares Required			3.65 Total Shares

EXHIBIT “B”



Upon Recording Return to:
Tremonton City Recorder
102 S. Tremont Street
Tremonton City, UT 84337

**ESCROW AGREEMENT
FOR
HARVEST ACRES SUBDIVISION, PHASE 2**

THIS AGREEMENT is made and entered into by and between HERITAGE LAND DEVELOPMENT, LLC, hereinafter called "Subdivider" and TREMONTON CITY CORPORATION, a municipal corporation, hereinafter called "City" and M&T Bank hereinafter called "Escrow Holder." The Subdivider, City, and Escrow Holder may be referred to collectively as "Parties" or respectively as "Party" in this Agreement.

WITNESSETH:

WHEREAS, Subdivider has caused to be subdivided under the regulations and ordinances of Tremonton City certain property located in said City known as HARVEST ACRES SUBDIVISION, PHASE 2, consisting of certain lots and improvements as specifically designated on the subdivision plat and engineering documents. A copy of the subdivision plat is attached hereto as Exhibit "A" and made part of this Agreement; and

WHEREAS, Subdivider has agreed and undertaken to complete the construction and installation of onsite and offsite improvements and facilities in accordance with the terms of the Tremonton City ordinances, the costs of which are set forth in the Engineer's Estimate thereof, a copy of which is attached hereto and marked as Exhibit "B" and made a part of this Agreement; and

WHEREAS, the Parties have agreed that to insure the completion of such onsite and offsite improvements and facilities by Subdivider on or before the 18 day of September, 2023, the sum of **\$289,424.00**, shall be deposited or held as undisbursed loan funds with the Escrow Holder in favor of the City for the purpose of guaranteeing to City that the onsite and offsite improvements and facilities are timely completed in accordance with the terms and conditions of this Agreement as hereinafter stated.

NOW, THEREFORE, for and in consideration of the promises and the covenants, terms and conditions as hereinafter set forth, it is agreed by Subdivider, City and Escrow Holder as follows, to wit:

1. Subdivider shall either have on deposit or held as undisbursed loan funds with Escrow Holder by the 18th day of September 2023, the sum of **\$289,424.00**, as the remaining costs for installation of onsite and offsite improvements including the required 10% warranty as

specifically itemized in the Engineer's Estimate attached hereto as Exhibit "B" for the purpose of guaranteeing the completion by the Subdivider of such onsite and offsite improvements on or before the **30th day of September, 2024.**

2. All Parties hereto agree that the escrow funds may be used in the following manner only, to wit:

(a) Subdivider shall notify Tremonton City Public Works Department of its intent to install or commence installation of each onsite and offsite improvements not less than 24 hours prior to commencement of work so that the City may inspect, verify, and approve such installation prior to covering.

(b) Upon completion of such onsite and offsite improvements, Subdivider may file with City a written request for withdrawal from escrow for payment of such improvements or installations. Upon approval and acceptance by the City Engineer or designee, City will authorize Escrow Holder to disburse said dedicated funds up to the Engineer's Estimate to the Subdivider, contractor, or agent furnishing such services, as requested by Subdivider.

(c) Immediately upon completion of all onsite and offsite improvements as set forth in Engineer's Estimate, Exhibit "B," Subdivider shall provide to City a mylar copy of subdivision "As-Built Drawings." Upon approval and acceptance of improvements and facilities by the City Engineer or designee, City shall grant "Conditional Acceptance" of the subdivision improvements, City shall immediately, in writing to Escrow Holder, authorize the release and payment of all remaining funds to Subdivider, except the 10% warranty.

(d) Immediately upon conclusion of the subdivision improvements one year warranty period, which commenced on the day City granted Conditional Acceptance, City shall once again inspect subdivision improvements and if found to be satisfactory, City shall grant "Final Acceptance" of all improvements, record a release of financial guarantee, and shall in writing to Escrow Holder, authorize the release and payment to Subdivider of the 10% warranty.

(e) As each payment by the Escrow Holder to Subdivider, contractor, or agent is made, Escrow Holder and/or Subdivider shall secure from such contractor or persons performing services good and sufficient lien waivers covering such work and materials.

(f) Nothing contained herein shall prevent Subdivider from paying any or all costs of improvement from separate financial sources or funds, should Subdivider determine to do so.

(g) Escrow Holder shall only release escrow funds after receiving written authorization from City to release said funds, notwithstanding the time periods noted herein.

3. Subdivider agrees that they shall complete all onsite and offsite improvements on said subdivision within two years from the date hereof, to wit:

(a) On or before the **30th day of September 2024**, and in the event the Subdivider fails to complete such improvements within said time frame, then and in that event, the Escrow Holder shall disburse directly to the City such funds or parts thereof as City may request as reimbursement for improvements caused to be constructed by the City for or on behalf of the City in completing the onsite and offsite improvements and facilities on said Subdivision.

4. In no event shall the Escrow Holder charge or claim a lien against any of the proceeds held hereunder for the benefit of the City for any other debt or obligation owed by Subdivider.
5. This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their successors, heirs, and assigns.
6. Subdivider agrees to pay to the Escrow Holder all fees charged by the Escrow Holder for its services and the performance of its duties and obligations under this instrument.
7. Subdivider, by entering into this Agreement, agrees to escrow the amount of money as determined by the Engineer's Estimate. The Subdivider further understands that Subdivider shall be responsible for the actual costs of installation of the improvements, should the actual costs vary from the Engineer's Estimate.
8. If any Party defaults in the terms, covenants, and conditions of this agreement, the defaulting Party shall pay all costs, expenses, and attorney's fees for enforcement of the agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this **18th day of September 2023**, by the City acting by authority of its governing body, Subdivider by authority of its governing body, and the Escrow Holder by authority of its governing body, granted to it pursuant to bylaws of resolutions authorizing the same.

{Signature Page to Follow}

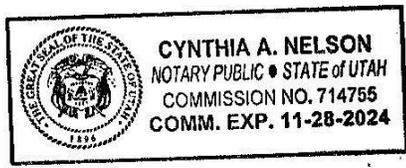
TREMONTON CITY

Lyle Holmgren
Mayor Lyle Holmgren
Tremonton City

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 : §
COUNTY OF BOX ELDER)

On 19 day of September 2023, Personally appeared before me **Lyle Holmgren**. Who being duly sworn by me did say, for himself, that he is the said authorized agent of Tremonton City Corporation, and that within the foregoing instrument was signed on behalf of said Tremonton City Corporation, and that the said authorized agent did duly acknowledge to me that said corporation executed the same.



Cynthia A Nelson
Notary Public

ATTEST

Linsey Nessen
Linsey Nessen City Recorder



SUBDIVIDER

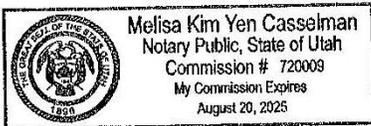


L. Boyd Cook, CFO
Heritage Land Development, LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH)
 : §
COUNTY OF BOX ELDER)

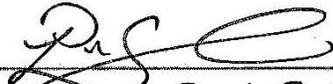
On this 17th day of September 2023, ~~Jay Stocking, Manager~~ ^{L. Boyd Cook, CFO} for and on behalf of Heritage Land Development, LLC, personally appeared before me, the undersigned notary public in and for said state and county, being duly sworn, acknowledged to me, that he is the Manager of Heritage Land Development, LLC, a Utah Limited Liability Company, and that within and foregoing instrument was signed in behalf of said corporation, and said authorized agent did duly acknowledge to me that said corporation executed the same.





Notary Public

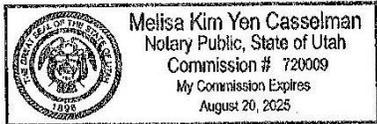
ESCROW HOLDER


Name: Paul Shin
Title: Vice President
Phone Number: 801-304-4480
Email Address: pshin@mtb.com

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 : §
COUNTY OF Box Elder)

On the 18th day of September 2023, personally appeared before me, Paul Shin, who being by me duly sworn did say, for ~~himself~~ ^{himself} that ~~she~~ ^{he} is the said authorized agent of M+T Bank, and that within and foregoing instrument was signed in behalf of said corporation, and said agent did duly acknowledge to me that said corporation executed the same.

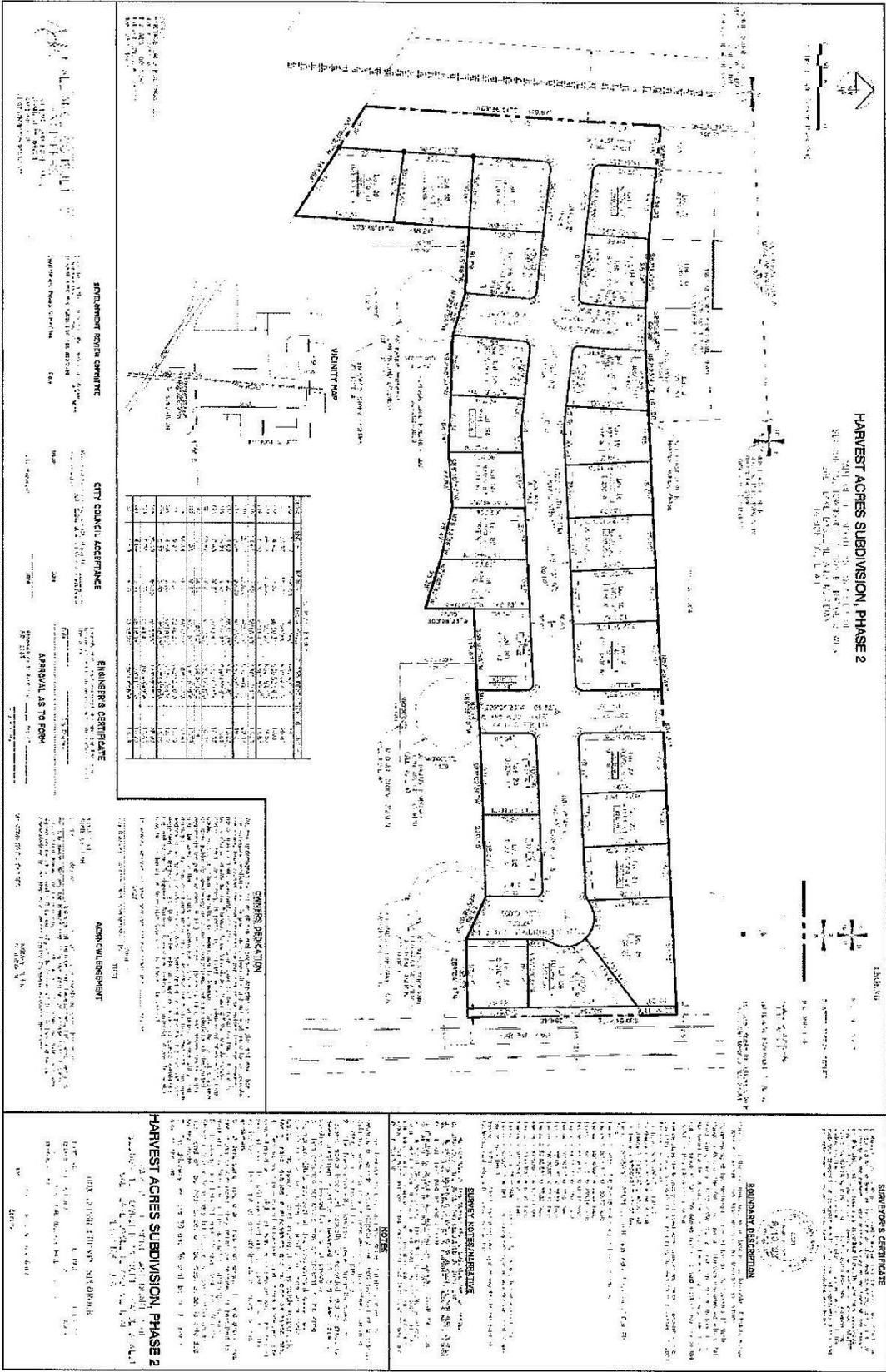



Notary Public

Exhibit "A"

Harvest Acres Subdivision, Phase 2

Legal Description



BOUNDARY DESCRIPTION

Part of the the Northeast Quarter of Section 15, Township 11 North, Range 3 West of the Salt Lake Base and Meridian described as follows:

Commencing at the Northeast Corner of Section 15, Township 11 North, Range 3 West of the Salt Lake Base and Meridian monumented with a Rail Road Spike, thence S87°25'45"W 2521.21 feet along the north line of the Northeast Quarter of said Section 15 to the east right of way line of the railroad; thence S03°36'11"W 488.48 feet along said right of way line to the POINT OF BEGINNING and running

thence along the boundary of Harvest Acres Subdivision, Phase 1 recorded in the Box Elder County Recorder's Office under Entry No. 443120 on November, 10, 2021 the next four courses:

- 1) thence S 83°38'36" E 159.20 feet;
- 2) thence S 87°15'25" E 96.26 feet;
- 3) thence S 89°28'56" E 60.00 feet;
- 4) thence N 87°25'45" E 101.00 feet;

thence N 87°25'45" E 834.21 feet to the west right of way line of Bear River Canal;

thence S 00°54'41" E 294.48 feet along said right of way line;

thence S 89°04'11" W 109.77 feet;

thence N 65°18'05" W 65.99 feet;

thence S 88°02'30" W 230.15 feet;

thence S 88°08'10" W 60.14 feet;

thence S 88°02'30" W 115.07 feet;

thence S 00°06'23" W 70.05 feet;

thence N 72°40'47" W 73.28 feet;

thence N 76°18'38" W 75.47 feet;

thence S 86°10'57" W 77.82 feet;

thence N 87°50'54" W 164.79 feet;

thence N 73°27'05" W 61.25 feet;

thence N 86°15'58" W 91.09 feet;

thence S 03°36'11" W 248.21 feet to the right of way line of Interstate 15;

thence N 57°00'22" W 183.64 feet along said right of way line east right of way line of the railroad;

thence N 03°36'11" E 419.87 feet along said right of way line to the point of beginning, containing 8.61 acres, more or less

443

443

443

Exhibit "B"

Engineer's Estimate



JONES & ASSOCIATES
Consulting Engineers

Initial Escrow Estimate

September 11, 2023

Mr. Shawn Warnke
Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

RE: **Harvest Acres - Phase 2**

Shawn,

I have completed a review of the cost estimate for the above referenced subdivision and have included my breakdown of the costs in the attached spreadsheet. The costs and amounts generally followed the Engineer's Estimate from Alliance Consulting Engineers, however there were a couple of changes. The recommended escrow amounts are as follows.

Description	Estimated Cost of Improvements	Previous Amount Released	Work Completed this Period	Current Amount Req'd in Escrow
Culinary Water System	\$321,650.00	\$0.00	\$296,900.00	\$24,750.00
Sanitary Sewer System	\$181,320.00	\$0.00	\$177,570.00	\$3,750.00
Storm Drain System	\$90,000.00	\$0.00	\$84,000.00	\$6,000.00
Irrigation System	\$157,400.00	\$0.00	\$137,400.00	\$20,000.00
Landscaping	\$0.00	\$0.00	\$0.00	\$0.00
Streets	\$348,670.00	\$0.00	\$326,170.00	\$22,500.00
Sidewalk	\$82,200.00	\$0.00	\$0.00	\$82,200.00
Miscellaneous Items	\$11,000.00	\$0.00	\$0.00	\$11,000.00
10% Contingency	\$119,224.00	\$0.00	\$0.00	\$119,224.00
Totals	\$1,311,464.00	\$0.00	\$1,022,040.00	\$289,424.00

<i>Prepaid Items</i>	
Chip Seal and Fog Coat (\$2.81/sy)	\$19,264.24
Street Lights (\$3,500/ea)	\$14,000.00
Totals	\$33,264.24

<i>Water Shares Required</i>	
BRCC Water Shares	3.65 shares

Sincerely,

Chris Breinholt, P.E.
Jones & Associates Engineering

1716 East 5600 South • South Ogden, Utah 84403 • (801) 476-9767 • Fax 476-9768

Estimated Cost of Improvements				Completed Items	
Item	Units	Unit Price	Total	Released Amount	Remaining Amount
CULINARY WATER SYSTEM					
8" Water Main	2,240 lf	\$55.00	\$123,200.00	\$123,200.00	\$0.00
8" Water line Tees, Bends	17 ea	\$3,000.00	\$51,000.00	\$51,000.00	\$0.00
8" gate valves	12 ea	\$1,500.00	\$18,000.00	\$18,000.00	\$0.00
Fire Hydrants	7 ea	\$6,250.00	\$43,750.00	\$25,000.00	\$18,750.00
Temp blow off	1 ea	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
Connect to Existing Water Lines	2 ea	\$1,700.00	\$3,400.00	\$3,400.00	\$0.00
Plug	5 ea	\$800.00	\$4,000.00	\$4,000.00	\$0.00
Water Service Laterals	26 ea	\$1,800.00	\$46,800.00	\$46,800.00	\$0.00
Bedding	1,500 ton	\$15.00	\$22,500.00	\$22,500.00	\$0.00
Valve Collars	12 ea	\$500.00	\$6,000.00	\$0.00	\$6,000.00
Testing	1 ls	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
CULINARY WATER SYSTEM SUBTOTAL =			\$321,650.00	\$296,900.00	\$24,750.00
SANITARY SEWER SYSTEM					
8" P.V.C. Main Line	1,585 lf	\$42.00	\$66,570.00	\$66,570.00	\$0.00
10" P.V.C. Main Line	0 lf	\$30.00	\$0.00	\$0.00	\$0.00
Sewer Services	26 ea	\$1,350.00	\$35,100.00	\$35,100.00	\$0.00
Manholes	5 ea	\$5,000.00	\$25,000.00	\$25,000.00	\$0.00
Bedding/trench fill	3,260 ton	\$15.00	\$48,900.00	\$48,900.00	\$0.00
Manhole Collars	5 ea	\$750.00	\$3,750.00	\$0.00	\$3,750.00
Clean and Camera	1 ls	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
SANITARY SEWER SYSTEMS SUBTOTAL =			\$181,320.00	\$177,570.00	\$3,750.00
STORM DRAIN SYSTEM					
15" ADS Storm Pipe"	900 lf	\$35.00	\$31,500.00	\$31,500.00	\$0.00
18" ADS Storm Pipe"	140 lf	\$45.00	\$6,300.00	\$6,300.00	\$0.00
Storm manhole	1 ea	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Catch Basin/Junction Box	18 ea	\$2,400.00	\$43,200.00	\$43,200.00	\$0.00
Grading of channels/ponds	1 LS	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00
STORM DRAIN SYSTEM SUBTOTAL =			\$90,000.00	\$84,000.00	\$6,000.00
SECONDARY WATER SYSTEM					
6" Irrigation main	2,160 L.F. @	\$40.00	\$86,400.00	\$86,400.00	\$0.00
Irrigation laterals	16 Each	\$2,000.00	\$32,000.00	\$32,000.00	\$0.00
Irrigation fittings	1 lump	\$18,000.00	\$18,000.00	\$18,000.00	\$0.00
Drain station	3 Each	\$5,000.00	\$15,000.00	\$0.00	\$15,000.00
Valve Collars	10 ea	\$500.00	\$5,000.00	\$0.00	\$5,000.00
Testing	1 LS	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
SECONDARY WATER SYSTEM SUBTOTAL =			\$157,400.00	\$137,400.00	\$20,000.00
LANDSCAPING					
Detention pond landscaping	LS		\$0.00	\$0.00	\$0.00
Park Strip Landscaping	LS		\$0.00	\$0.00	\$0.00
LANDSCAPING SUBTOTAL =			\$0.00	\$0.00	\$0.00

STREET IMPROVEMENTS						
Base & Asphalt	61,700	sf	\$2.75	\$169,675.00	\$169,675.00	\$0.00
Clear and Grub, excavation	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
Fill to bring road to subgrade	4,050	ton	\$14.00	\$56,700.00	\$56,700.00	\$0.00
Curb & Gutter	3,460	lf	\$19.00	\$65,740.00	\$65,740.00	\$0.00
Saw cut road	450	lf	\$3.50	\$1,575.00	\$1,575.00	\$0.00
Asphalt removal	2,230	sf	\$1.00	\$2,230.00	\$2,230.00	\$0.00
Asphalt re-asphalt	8,100	sf	\$2.50	\$20,250.00	\$20,250.00	\$0.00
Construct temporary turn around w/3" of asphalt and 8" road base	3	ea	\$7,500.00	\$22,500.00	\$0.00	\$22,500.00
STREET IMPROVEMENTS SUBTOTAL =				\$348,670.00	\$326,170.00	\$22,500.00
SIDEWALK						
4' Sidewalk w/ Base	3,400	lf	\$19.00	\$64,600.00	\$0.00	\$64,600.00
Handicap Ramps	11	ea	\$1,600.00	\$17,600.00	\$0.00	\$17,600.00
SIDEWALKS SUBTOTAL =				\$82,200.00	\$0.00	\$82,200.00
MISCELLANEOUS						
Survey Street Monuments	3	ea	\$1,000.00	\$3,000.00	\$0.00	\$3,000.00
SWPPP Implementation	1	ls	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00
MISC. SUBTOTAL =				\$11,000.00	\$0.00	\$11,000.00
Estimated Improvement Cost =				\$1,192,240.00		
10% Contingency and Guarantee				\$119,224.00		
TOTAL ESCROW AMOUNT				\$1,311,464.00		\$289,424.00

PREPAID ITEMS				
Chip and Seal	6855.6	sy	\$2.81	\$19,264.24
Light Poles	4	ea	\$3,500.00	\$14,000.00

WATER SHARE SUMMARY			
	Lots	Shares per Lot	Shares per Lot Size
6,000 TO 8,000		0.10	0
8,001 to 10,000	19	0.13	2.47
10,001 to 12,000	6	0.16	0.96
12,001 to 14,000		0.19	0
14,001 to 16,000	1	0.22	0.22
16,001 to 18,000		0.25	0
18,001 to 20,000		0.29	0
>20,000		TBD	
Total Shares Required			3.65 Total Shares

RESOLUTION NO. 23-59

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING AMENDMENTS TO THE TREMONTON CITY PERSONNEL POLICIES AND PROCEDURES MANUAL, SECTION II: PURCHADING POLICY & CONTRACTS RELATING TO AUTHORIZING DEPARTMENT HEADS TO MAKE PROCUREMENT DECISIONS FOR PURCHASING PASSENGER VEHICLES

WHEREAS, the City Council of Tremonton, Utah, has adopted the Tremonton City Personnel Policies and Procedures Manual; and

WHEREAS, from time to time, it becomes necessary for the City to consider amending sections of the adopted Tremonton City Personnel Policies and Procedures Manual; and

WHEREAS, Tremonton City staff has drafted amendments to *Section II: Purchasing Policy & Contracts* for the City Council’s consideration and recommends approval of the same; and

WHEREAS, specifically in *Section II: Purchasing Policy & Contracts* creates a policy relating to authorizing Department Heads to make procurement decisions for purchasing passenger vehicles; and

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby approves amending *Section II: Purchasing Policy & Contracts* as contained in Exhibit “A” relating to authorizing Department Heads to make procurement decisions for purchasing passenger vehicles.

ADOPTED AND PASSED by the City Council of Tremonton, Utah, this 3rd day of October 2023. This Resolution shall become effective upon adoption and passage by the City Council.

TREMONTON CITY
A Utah Municipal Corporation

Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"

SECTION II: PURCHASING POLICY & CONTRACTS

1. **POLICY OBJECTIVES.** The underlying purpose of this policy is the balancing of the following objectives. It is understood that some of the objectives may be in conflict with other objectives. It is the final decision making body's prerogative to find the appropriate balancing of the objectives within this General Policy when making a Procurement.
 - A. **Streamline Procurement.** Streamlining the purchasing process and reducing administrative burdens associated with conducting Tremonton City business.
 - B. **Greatest Economy.** To provide for the greatest possible economy in Tremonton City Procurement activities.
 - C. **Broad-Base Competition.** To foster effective broad-based competition within the free enterprise system to ensure that Tremonton City shall receive the best possible service or product at the lowest possible price.
 - D. **Strengthen Local Economy.** To strengthen Tremonton City's economy by supporting independently owned Businesses in Tremonton City and the Bear River Valley.

2. **PURCHASING POLICY EXEMPTIONS.**
 - A. The following circumstances or situations are exempt from the purchasing policy:
 - (1) **Grant, Gift, or Bequest.** This policy shall not prevent Tremonton City from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.
 - (2) **Federal Law and Regulation.** When Procurement involves the expenditure of federal assistance funds, Tremonton City shall comply with applicable federal law and regulations.
 - (3) **Extending Existing Contracts.** To reduce service disruptions the Department Head or City Manager may recommend to the City Council to extend existing contracts with vendors or Independent Contractors.
 - (4) **Emergency Procurement.** Notwithstanding any other provision of this policy, when there is an immediate threat to public health, welfare or safety, or City facilities and infrastructure, the City Council, Mayor, or the City Manager, may authorize others to make emergency Procurement. A written determination of the basis of the emergency and the selection of the particular contractor or vendor shall be included in the contract file. UCA 11-39-104 allows for exceptions for emergency repairs for Building Improvements and Public Works Projects.

3. DEFINITIONS.

A. The terms below shall have the following meaning:

- (1) “Bid Limit” is defined in UCA 11-39-101 as amended.
- (2) “Building Improvement” is as defined in UCA 11-39-101 as amended. Generally, Building Improvement shall mean the construction or repair of a public building or structure.
- (3) “Contract” means any Tremonton City agreement for the Procurement or disposal of supplies, services, or construction.
- (4) “Procurement” means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise acquiring any supplies, services, or construction.
- (5) “Purchase Description” means the document and words used in a solicitation to describe the supplies, services, or construction to be purchased, and includes specifications attached to or made a part of the solicitation.
- (6) “Professional Services Agreement” means an agreement which is approved by the City Council by resolution in which the City receives professional services from an independent contractor.
- (7) “Purchase Orders” (sometimes referred to as P.O.) means a preprinted, numbered document on forms provided by Tremonton City which shows purchase details which includes the seller information, indicating types or services of Procurement, quantities, and prices for products or services and the City’s account number with which to record the expense.
- (8) “Public Works Project” is as defined in UCA 11-39-101 as amended. Generally, Public Works Project means the construction of a park or recreational facility or a pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control.
- (9) “Request for Bid” (RFB) means that Tremonton City provides detailed project specifications that outlines the bidding process and contract terms and provides guidance on how the bid shall be formatted and presented. The specifications allow Vendors to send in their bid indicating how much the project shall cost to complete. Because the focus of the Request for Bid is on the Vendor’s price for project completion, there is less emphasis on the bidder introducing its own ideas. This separates the RFB from a Request for Proposal (RFP).

- (10) “Request for Proposal” (RFP) means that Tremonton City announces that funding is available for a particular project or program and allows a Vendor to introduce their own ideas on how to complete the project or program along with a bid for completing the project or program. The Request for Proposal (RFP) outlines the bidding process and contract terms and provides guidance on how the bid shall be formatted and presented.
- (11) “Request for Qualifications” (RFQ) means that Tremonton City announces that funding is available for a particular project, program, or service and allows a Vendor to provide statements and other documents that demonstrate that they are qualified to be considered for the completion of the project or program, or to provide the service. The Request for Qualifications (RFQ) may outline the project, program, or service and potential contract terms, and provides guidance on how the state of qualifications shall be formatted and presented. A submittal by a Vendor of their statement of qualification does not guarantee that the Vendor shall be contracted to perform any project, program, or service but only gives notice to Tremonton City that the Vendor desires to be considered.
- (12) “Single-Source Provider” means is one that provides a particular product, part, or service for an agency or department, which no other company provides or independent contractor can reasonably provide.
- (13) “Vendor” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity that has intent to sale goods or services to the City.

4. AUTHORIZATION FOR EXPENDITURES.

- A. Budget Appropriation. Annually the City Council appropriates an expenditure budget for departments and funds. Appropriations lapse, excepting appropriations in the capital projects fund, at the end of the year (See Utah Code Annotated 10-6-130).
- B. Expenditures Within Budget Appropriation. Department Heads are authorized to expend funds in accordance with an approved budget and shall ensure that the total budget in which they have stewardship is not exceeded (See Utah Code Annotated 10-6-123).
- C. Fiscal Year End. Expenditures are accounted for within a fiscal year when the invoice and services are rendered or the products are received. Towards the end of a fiscal year, the City Manager may set a date whereby Department Heads shall not expend funds without prior approval.

- D. Procurement Made According to Policy. In accordance with Utah Code Annotated 10-6-122 all Procurement shall be made or incurred according to the purchasing procedures established by each City by ordinance or resolution and only on an order or approval of the person duly authorized to act as a purchasing agent for the City.
- E. Purchase Orders Required. All Procurement requires a Purchase Order to be filled out and approved prior to the purchase and submitted to the Accounts Payable Clerk. A Purchase Order shall be filled out with a receipt attached and submitted to the Accounts Payable Clerk for all Procurements made with City Credit Cards.
- F. Basis for Making Procurement Decisions and Authorizing the Expense. The position/body that has been granted authority to authorize an expense by signature of a Purchase Order shall make the decision upon requirements set forth in the Purchase Description, Request for Bids, Request for Proposal, and Request for Qualifications and balancing the policy objectives of Section 1 Policy Objectives. It is not requisite that the position/body who has authority to make Procurement decisions select the Vendor based upon the lowest possible price except as specified in UCA 11-39 for Building Improvement and Public Works Projects. Additionally, the position/body making the Procurement decision may, after receiving the bids, inquire to see if an independently owned Vendor in Tremonton City or the Bear River Valley may match the lowest bid received.

The positions/body listed below is granted the authority to make Procurement decisions and authorize an expense by signature of a Purchase Order in the following amounts:

Purchase Order Type/Amount	Signature Authorization
Vehicles & <u>Equipment above \$100,000</u> regardless of amount	City Council
Unlimited with City Council Approval	Mayor City Manager <u>Assistant City Manager</u> Public Works Director Police Chief <u>Fire Chief</u> City Recorder
\$25,001 to <u>\$4075,000</u> when co-signed by Mayor, or City Manager <u>or Assistant City Manager</u>	All Department Heads
\$25,000 and under	Police Chief <u>Fire Chief</u> Public Works Director

City Recorder
Parks and Recreation Director

~~\$10,000 and under~~ ~~Fire Chief~~
~~Recreation Director~~

\$5,000 and under	Building Inspector/Zoning Administrator City Treasurer Library Director Senior Center Director Pantry Director
\$1,000 and under	Public Works Supervisors Judge Sergeants Police Secretary/Special Functions Officer Recreation and Events Coordinators
\$500 and under	City Employees when co-signed by Supervisor

5. PROCUREMENT *NOT* REQUIRING BIDS.

A. Procurement *not* requiring bids shall include:

- (1) Procurements Less than \$2,000. Procurement costing less than \$2,000 in total shall *not* require bids of any type.
- (2) State Procurement Contracts. Procurement made through existing service/suppliers/leasing companies and the cooperative purchasing contracts administered by the State Divisions of Purchasing.
- (3) Single-Source Provider. Procurement made from a Single-Source Provider. The Department Head shall provide a written statement stating that the product is being purchased from a Single Source Provider.
- (4) Professional Services Agreement Approved by the City Council. Procurement offered for a Professional Services Agreement which is approved by the City Council.
- (5) Insurance Procurement. Procurement offered for any type of insurances offered by the City including, but not limited to: medical, dental, liability, property, auto, etc. which is approved by the City Council.

6. GENERAL PROCUREMENT POLICIES.

A. General Procurement Policies. The following policies shall be applicable to any Procurement:

- (1) Artificial Division of Procurement. Procurement shall not be artificially divided so as to constitute a small purchase under this section to avoid the procurement process. The City Manager is granted discretion in making the determination of an artificial division.
- (2) Rejection of Bids. The City reserves the right to reject any or all bids. If the City rejects all bids the City may re-advertise the bids.
- (3) No Response Received. If there are no bids, proposals, or qualifications submitted in response to a Request for Bid, Proposals, or Qualifications the City Council may proceed under their own direction to make the purchase.
- (4) Accounts Payable Clerk Verification. The Accounts Payable Clerk shall verify compliance of the City purchasing policy with the processing of Purchase Orders.
- (5) Contract File. In accordance with Utah Code Annotated 10-6-122 and in conjunction with the Utah Municipal General Recorders Retention Schedule, Schedule 10 whenever the City is required by law to receive bids for purchases, construction, repairs, or any other purpose requiring the expenditure of funds, the City Recorder shall keep on file all bids received, together with proof of advertisement by publication or otherwise, for: (a) at least four years following the letting of any contract pursuant to those bids; or (b) four years following the first advertisement for the bids, if all bids pursuant to that advertisement are rejected.
- (6) Retention. Any payment of funds that is retained or withheld shall be handled by the City in conformance with UCA 13-8-5 as amended. The requirement of this State law is generally that any payment that is retained shall be placed in an interest-bearing account with the interest to accrue for the benefit of the Vendor to be paid after the project is completed and accepted by the City. It is the responsibility of the Vendor to ensure that any interest accrued on the retention is distributed by the Vendor to the sub-vendor on a pro rata basis. Additionally, no retention can exceed five (5) percent of the payment due, and the total retention cannot exceed five (5) percent of the contract price.

7. PROCUREMENT FOR BUILDING IMPROVEMENTS OR PUBLIC WORKS PROJECTS. The City shall follow the requirements of Utah Code 11-39-101 et seq. for projects associated with Building Improvements of Public Works Projects. It is suggested that the Department Head making the Procurement review the aforementioned Utah Code

Sections prior to making the Procurement. Utah Code shall govern in all cases of conflict with City policy below.

- A. When the City embarks on Procurement for Building Improvement or Public Works Projects the City shall, in accordance with UCA 11-39-102 as amended, cause:
 - (1) Plans and specifications to be made for the Building Improvement or Public Works Project; and
 - (2) An estimate of the cost of the Building Improvement or Public Works Project to be made.

 - B. When the City's prepared estimate for Building Improvement or Public Works Projects exceeds the Bid Limit as defined in UCA 11-39-101 the City shall follow the process and requirements prescribed in UCA 11-39-101 et seq. for Procurement for Building Improvements and Public Works Projects. The Bid Limits contained in UCA 11-39-101 are generally as follows:
 - (1) Building Improvements Bid Limits. Bid Limits for Building Improvements is the greater amount of the two following: 1) improvements over \$40,000 or 2) the Bid Limit as described in UCA 11-39-101.
 - (2) Public Works Projects Bid Limits. Bid Limits for Public Works Projects is the greater amount of the two following: 1) improvements over \$125,000 or 2) the Bid Limit as described in UCA 11-39-101.

 - C. When the City's prepared estimate for Building Improvement or Public Works Projects does *not* exceed the Bid Limit as defined in UCA 11-39-101, the City shall follow the process contained in Section 9, Section 10, or Section 11 of this policy as appropriate.
8. **PROCUREMENT FOR CLASS C ROADS IMPROVEMENT PROJECTS.** The City shall follow the requirements of Utah Code 72-6-108 through 110 for projects associated with Class C Roads. It is suggested that the Department Head making the Procurement review the aforementioned Utah Code Sections prior to making the Procurement. Definitions associated with Class C Road Improvements are contained in Utah Code 72-6-109. Utah Code shall govern in all cases of conflict with City policy below.
- A. When the City embarks on Procurement for Class C Road Improvement Project the City shall, in accordance with UCA 72-6-108 as amended, cause:
 - (1) Plans and specifications to be made for the Class C Road Improvement Project; and

- (2) An estimate of the cost of Class C Road Improvement Project to be made.
- B. When the City's prepared estimate for Class C Road Improvement Project exceeds the Bid Limit as defined in UCA 72-6-109, the City shall follow the process and requirements prescribed in UCA 72-6-108 for Procurement for Class C Road Improvement Project. The Bid Limits contained in UCA 72-6-109 are generally as follows:
 - (1) Class C Road Improvement Project Bid Limits. Bid Limits for Class C Road Improvement Project is the greater amount of the two following: 1) improvements over \$125,000 or 2) the Bid Limit as described in UCA 72-6-109.
- C. When the City's prepared estimate for Class C Road Improvement Project Projects does *not* exceed the Bid Limit as defined in UCA 11-39-101, the City shall follow the process contained in Section 10 or Section 11 of this policy as appropriate.

9. PROCUREMENT REQUIRING TELEPHONE, INTERNET, AND WRITTEN BIDS.

- A. Procurement Requiring Telephone, Internet, and Written Bids. Procurement requiring telephone, internet, and written bids shall include the following Procurement:
 - (1) Procurement between \$2,000 and \$10,000. Department Heads shall attempt to obtain at least three (3) telephone or internet bids for Procurement when the expense is between \$2,000 and \$10,000. Department Heads shall document telephone bids by listing Vendors and their corresponding bid amounts. All obtained telephone and internet bids shall be submitted to the Recorder's Office with Purchase Orders to be filed.
 - (2) Procurement between \$10,000 and \$40,000. Department Heads shall attempt to obtain at least three (3) internet or written bids for Procurement when the expense is between \$10,000 and \$40,000. All obtained internet or written bids shall be submitted to the Recorder's Office with Purchase Orders to be filed.
 - (3) Procurement of Vehicles and Equipment. Department Heads shall attempt to obtain at least three (3) internet or written bids for Procurement of vehicles and equipment regardless of the expense. All obtained internet or written bids shall be submitted to the Recorder's Office with Purchase Orders to be filed.
 - (4) Procurement of Building Improvements. Department Heads shall attempt to obtain at least three (3) internet or written bids for Procurement of

Building Improvements that do *not* exceed the Bid Limits of UCA 11-39-101. All obtained internet or written bids shall be submitted to the Recorder's Office with Purchase Orders to be filed.

(5) Procurement of Public Works Projects. Department Heads shall attempt to obtain at least three (3) written bids for Procurement of Public Works Projects that does *not* exceed the Bid Limits of UCA 11-39-101. All obtained written bids shall be submitted to the Recorder's Office with Purchase Orders to be filed.

B. Process for Obtaining Written Bids. Department Heads shall contact potential Vendors to solicit telephone, internet, or written bids. The selection of potential Vendors to contact is at the discretion of the Department Head. There is no public notice or public bid opening for telephone, internet, or written bids.

C. Selection of Bids. The selection of bids shall be done in accordance with the policies and procedures contained in this policy in Section 4 "Authorization for Expenditures".

D. Cancellation and Rejection of Bids. Any bids or other solicitation may be canceled, or any or all bids may be rejected, in whole or in part, when it is in the best interests of Tremonton City.

10. PROCUREMENT REQUIRING SEALED BIDS.

A. Procurement Requiring Sealed Bids. Except as otherwise provided by Utah Code or this policy, Procurement anticipated to be in excess of the amounts listed below shall be awarded by competitive sealed bidding:

(1) Procurement over \$~~4075~~4075,000

B. Process for Obtaining Sealed Bids. The process for obtaining sealed bids shall be as follows:

(1) Request for Bids. Request for Bids shall be issued for competitive sealed bidding. The Request for Bids shall include a Purchase Description and all contractual terms and conditions applicable to the Procurement.

(2) Public Notice. Public notice of the sealed bid procurement shall be given at least seven (7) days prior to the advertised date of the opening of the bids. The City Recorder shall give public notice through the appropriate media as they deem appropriate.

(3) Bid Opening. Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Request for Bids. The amount of each bid and any other relevant information, together with

the name of each bidder, shall be recorded. The record and each bid shall be retained by the Recorder's Office in accordance with Utah Code and in conjunction with the Utah Municipal General Records Retention Schedule and shall be open to public inspection.

- (4) Alteration of Bids. Sealed Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy.
 - (5) Correction or Withdrawal. Correction or Withdrawal of inadvertently erroneous bids shall be permitted prior to award. However, following bid award, only complete withdrawal of a bid shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of Tremonton City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or Contracts based on bid mistakes shall be supported by a written determination made by the Department Head.
- C. Selection of Bids. The Selection of Bids shall be done in accordance with the policies and procedures contained in this policy in Section 4 "Authorization for Expenditures".
 - D. Cancellation and Rejection of Bids. An invitation for bids or other solicitation may be canceled, or any or all bids may be rejected, in whole or in part, when it is in the best interests of Tremonton City.

11. PROCUREMENT REQUIRING SEALED PROPOSALS.

- A. Sealed Proposals in lieu of bids. When the Department Head and City Manager determine that the use of sealed bids or sealed qualifications is either not practicable or not advantageous to Tremonton City, a Request for Proposals may be noticed. The Request for Proposals shall include a Purchase Description and all contractual terms and conditions applicable to the Procurement.
- B. Public Notice. Public notice of the Request for Proposals shall be given at least seven (7) days prior to the advertised date of the opening of the proposals. The City Recorder shall give public notice through the appropriate media as they deem appropriate.
- C. Proposal Opening. Proposals shall be opened so as to avoid disclosure of contents to competing Vendors during the process of negotiation. A register of Vendors shall be prepared and retained by the Recorder's Office in accordance with Utah Code and in conjunction with the Utah Municipal General Records Retention Schedule and shall be open for public inspection after contract award.
- D. Stated Evaluating Factors. The Request for Proposals shall state the relative importance of price and other evaluating factors.

- E. Short List. The City may create a short list of Vendors based upon requirements set forth in the Purchase Description and Request for Proposals whereby the City may discuss the Vendor's proposal. Vendors on the short list shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Vendors.
- F. Selection. Award shall be made to the Vendor whose proposal is determined to be the most advantageous to Tremonton City, taking into consideration price and the evaluation factors set forth in the Request for Proposals.
- G. Cancellation and Rejection of Proposals. A Request for Proposal or other solicitation may be canceled, or any or all proposals may be rejected, in whole or in part, when it is in the best interests of Tremonton City.

12. PROCUREMENT REQUIRING SEALED QUALIFICATION.

- A. Sealed Qualifications in lieu of bids. When the Department Head and City Manager determine that the use of sealed bids or sealed proposals is either not practicable or not advantageous to Tremonton City, a Request for Qualifications may be noticed. The Request for Qualifications shall include a Purchase Description and all contractual terms and conditions applicable to the Procurement.
- B. Public Notice. Public notice of the Request for Qualifications shall be given at least seven (7) days prior to the advertised date of the opening of the proposals. The City Recorder shall give public notice through the appropriate media as they deem appropriate.
- C. Qualification Opening. Qualifications shall be opened so as to avoid disclosure of contents to competing Vendors during the process of negotiation. A register of Vendors shall be retained by the Recorder's Office in accordance with Utah Code and in conjunction with the Utah Municipal General Records Retention Schedule and shall be open for public inspection after contract award.
- D. Stated Evaluating Factors. The Request for Qualifications shall state the relative importance of price and other evaluating factors.
- E. Short List. The City may create a short list of Vendors based upon requirements set forth in the Purchase Description and Request for Qualifications whereby the City may discuss the Vendor's Qualifications. Vendors on the short list shall be afforded fair and equal treatment with respect to any opportunity for discussion.

In conducting discussions, there shall be no disclosure of any information derived from qualifications submitted by competing Vendors.

- F. Selection. Award shall be made to the Vendor whose qualification is determined to be the most advantageous to Tremonton City, taking into consideration price and the evaluation factors set forth in the Request for Qualifications.
- G. Cancellation and Rejection of Qualification. A Request for Qualification or other solicitation may be canceled, or any or all qualifications may be rejected, in whole or in part, when it is in the best interests of Tremonton City.

13. VENDOR APPEALS.

- A. Any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of a contract may appeal to the City Manager. An appeal shall be submitted in writing with two (2) working days after the Procurement decision.
- B. The City Manager shall issue a written decision within two (2) working days regarding any appeal, if it is not settled by a mutual agreement. The decision shall state the reasons for the action taken and inform the Vendor of the right to appeal to the City Council.
- C. The City Council shall be the final appeal on Tremonton City level.
- D. All further appeals shall be handled as provided in Section 63g-6-801 et seq. of the Utah Code.

14. CONTRACTS.

- A. Cost-plus-a-percentage-of-cost Contracts prohibited. Subject to the limitations of this section, any type of contract which shall promote the best interests of Tremonton City may be used, provided that the use of a cost-plus-a-percentage-of-cost Contract is prohibited and so long as the contract does not violate UCA 13-8-101 et seq. "Unenforceable Agreements".
- B. Miscellaneous Required Contract clauses. The following clauses shall be included in Contracts:
 - (1) The unilateral right of Tremonton City to order, in writing, changes in the work within the scope of the Contract and changes in the time of performance of the Contract that do not alter the scope of the contract work.
 - (2) Variations occurring between estimated quantities of work in a contract and actual quantities.

- (3) Suspension of work ordered by Tremonton City.
- C. Indemnity/Hold Harmless Clause. Each contract with an independent contractor shall contain indemnity/hold harmless clauses which provide that:
- (1) All contracts shall contain indemnity and defense provisions in which the independent contractor assumes all liability arising out of work performed by the contractor or their officers, employees, agents, and volunteers. In accordance with Utah Code Annotated 13-8-1 and 13-8-2 this provision does not apply to construction and design professionals.
 - (2) All Vendors shall provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the contract concerned, prior to the execution of the contract. Tremonton City and its officials, employees, and agents shall be named as “additional insured” on the liability insurance policy and a copy of the policy shall be given to the Accounts Payable Clerk.
- D. Workers’ Compensation Clause. Each contract with an independent contractor shall contain provisions that ensure the contractor is carrying Workers’ Compensation insurance coverage.
- (1) Tremonton City shall require evidence of Workers Compensation insurance (or evidence of qualified self-insurance) from all contractors prior to the contract for services being signed.
 - (2) Tremonton City shall have the contractor show evidence of the contractor's Workers Compensation coverage to Tremonton City and a copy shall be maintained by the Accounts Payable Clerk.
- E. Fiscal Funding Clause for Lease. Pursuant to Utah Code Annotated § 10-1-202, the City has the authority to enter into contracts, including purchase contracts. However, Section 3(1) Article XIV of the Utah Constitution in essence states that, purchase contracts secured by property taxes only, and not approved by a direct vote of the City’s citizens, may not have a term in excess of one (1) fiscal year. Base on the aforementioned statutory authority, there is a conflict in lease and/or purchase contracts for which no bonding takes place and for which the term of the contract is in excess of one (1) year. Frequently a problem between the two statutory authorities occurs with purchase or lease contracts for office equipment, yard equipment, and computer equipment as companies with which the City typically contracts for these types of purchases, draft term agreements in excess of the one (1) year allowed by the State Constitution. To remedy this situation, the State of Utah Uniform Accounting Manual has suggested the following, "Governmental units frequently obtain needed assets through lease-purchase agreements. These agreements need to contain a 'fiscal funding' or cancellation

clause which permits the governmental unit to terminate the agreement on an annual basis to ensure the debt restrictions set forth in Article XIV Section 3 of the State constitution are not violated." All lease agreements over a period of one (1) year shall have the fiscal funding or cancellation clause to comply with the applicable Utah Constitution Section.

15. ETHICS IN PUBLIC CONTRACTING

- A. No Person involved in making procurement decisions may have personal investments in any business entity which shall create a substantial conflict between their private interests and their public duties.
- B. Any Person involved in making Procurement decisions shall not ask, receive, or offer to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the Person's own use or the use or benefit of any other person or organization from any person or organization interested in selling to Tremonton City.

RESOLUTION NO. 23-60

A RESOLUTION OF TREMONTON CITY CORPORATION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH SARA MOHRMON FILLING THE DUTIES OF A SOCIAL MEDIA MANAGER

WHEREAS, Tremonton City desires to use social media for disseminating information and messaging to further the mission and objectives of the City; and

WHEREAS, as a result of a survey conducted during the City's branding process, it was discovered that 53% of the respondents suggested that social media was the best method to communicate (see Exhibit "A"); and

WHEREAS, to be successful in creating a social media following, the City realizes that there needs to be an individual who is primarily assigned to write, develop, edit, photograph videos, and otherwise furnish content for social media furthering the City's mission and objectives; and

WHEREAS, the City desires to have an individual who is primarily responsible for social media, and the City has created a job description for a Social Media Manager; and

WHEREAS, Sara Mohrman has distinguished herself as an individual with the desire, knowledge, skills, and abilities to fulfill the job descriptions of the Social Media Manager; and

WHEREAS, Mohrman has successfully started and marketed a business through social media; and

WHEREAS, Mohrman has also faithfully attended Planning Commission and City Council meetings over a period of time to understand current events, how the City operates, and the mission and objectives of the City; and

WHEREAS, the Tremonton City Council entered into an agreement with Mohrman, an Independent Contractor in September 2022 to have Mohrman fulfill the job description of the Social Media Manger; and

WHEREAS, Sara Mohrman (also hereafter Contractor) has filled the position of a Social Media Manager well based upon her demonstrated skills and abilities; and

WHEREAS, per Subsection 5 Procurement *Not* Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, Tremonton City is amending a Professional Services Agreement and thus is not required to obtain multiple bids; and

WHEREAS, the Contractor is desirous to continue providing the City with Social Media Management.

THEREFORE BE IT RESOLVED that the City Council amend a professional services agreement with Sara Mohrman to provide professional services filling the Social Media Manager duties as contained in Exhibit “B.”

Adopted and passed by the governing body of Tremonton City on this 3rd day of October 2023. Resolution to become effective upon adoption.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"

Tremonton City Citizen Study

Business owner Summary

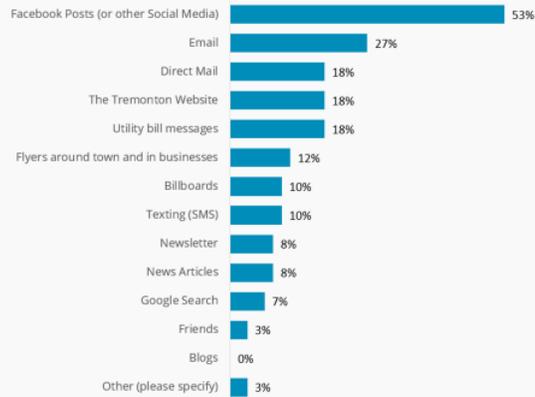
2022 Tremonton Branding (RedKor Brand Campaigns)

How should leaders best communicate about the great things Tremonton has to offer?

Residents suggest that the best way to communicate will be to use electronic media that people have embraced.

- Facebook
- Email
- Direct Mail
- The City website

How best to communicate about Tremonton?



Comms If Tremonton city leaders wanted to communicate about the great things Tremonton has to offer, where would you recommend they focus their efforts? Filter: Business Owner base n = 60

EXHIBIT “B”

PROFESSIONAL SERVICE AGREEMENT BETWEEN TREMONTON CITY AND SARA MOHRMAN TO FILL THE DUTIES OF THE SOCIAL MEDIA MANAGER POSITION

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) for social media services is made by and between Tremonton City, a body corporate and politic of the State of Utah (hereinafter referred to as “City”), and Sara Mohrman (hereinafter referred to as “Contractor”), individually or jointly the City and Contractor shall be referred to as “Party” or “Parties.”

RECITALS

WHEREAS, Tremonton City desires to use social media for disseminating information and messaging to further the mission and objectives of the City; and

WHEREAS, as a result of a survey conducted during the City’s branding process, it was discovered that 53% of the respondents suggested that social media was the best method to communicate (see Exhibit “A”); and

WHEREAS, to be successful in creating a social media following, the City realizes that there needs to be an individual that is primarily assigned to write, develop, edit, photograph videos, and otherwise furnish content for social media furthering the City’s mission and objectives; and

WHEREAS, the City desires to have an individual that is primarily responsible for social media, and the City Manager has created a job description for a Social Media Manager; and

WHEREAS, Sara Mohrman has distinguished herself as a professional with the desire, knowledge, skills, and abilities to fulfill the job descriptions of the Social Media Manager; and

WHEREAS, Mohrman has successfully started and marketed a business through social media; and

WHEREAS, Mohrman has also faithfully attended Planning Commission and City Council meetings over a period of time to understand current events, how the City operates, and the mission and objectives of the City; and

WHEREAS, the Tremonton City Council entered into an agreement with Mohrman, an Independent Contractor in September 2022 to have Mohrman fulfill the job description of the Social Media Manger; and

WHEREAS, Sara Mohrman (also hereafter Contractor) has filled the position of a Social Media Manager well based upon her demonstrated skills and abilities; and

WHEREAS, per Subsection 5 Procurement *Not* Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, Tremonton

City is amending a Professional Services Agreement and thus is not required to obtain multiple bids; and

WHEREAS, the Contractor is desirous to continue providing the City with Social Media Management.

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

SECTION 1 – SERVICES RENDERED

1.01 Services Rendered. The Contractor agrees to obligate herself to faithfully perform and fulfill professional services contained in the Social Media Manager’s job description. The City Manager maintains the job description by amending and refining the job description to meet the changing needs of Tremonton City. The Social Media Manager’s job description, as of the effective date of this Agreement, is attached as Exhibit “1” of this Agreement. The current job description constitutes the Services Rendered by the Contractor.

1.02 Social Media Policy. Tremonton City has social media policy that gives guidance regarding the use of social media, as attached in Exhibit “2.” The Contractor agrees to obey all applicable guidance when performing social media posts on the City’s behalf.

1.03 Response for Assistance. The Contractor covenants to promptly respond to email and phone messages from City staff. Excepting the Contractor’s emergencies and other unusual situations, the Contractor agrees to respond to these messages no later than twenty-four (24) hours after receipt of the message.

1.04 Reporting. Regularly, the Contractor shall provide analytics associated with the Contractor’s posting on social media on behalf of the City. Such analytics shall provide the City with an understanding of the effectiveness of the Social Media Manager, such as “likes,” followers, comments, trends, etc.

Additionally, the Contractor shall immediately alert the City of multiple public posts, comments, or concerns with a similar theme that requires the City to address. The Contractor shall use their discretion to determine what posts, comments, or concerns, rise to the level of notifying the City.

1.05 Use of Grammarly. The Contractor acknowledges that they represent Tremonton City, and that the City desires to have social media posts be grammatically correct, clear, and concise. As such, the Contractor covenants to purchase the Premium version of Grammarly and use this application before posting content on social media platforms. Grammarly is a cloud-based assistant that reviews spelling, grammar, punctuation, clarity, engagement, and delivery mistakes. Grammarly uses artificial intelligence to identify and search for an appropriate replacement for the error it locates.

SECTION 2 – TERMS OF AGREEMENT

2.01 Term of Agreement. The Agreement shall commence on the date of execution, which shall be the date the latter Party signs the Agreement below and shall continue until terminated by either Party. Termination may be commenced by either Party, with or without

cause. It shall be effected by written notice, as further described in Section “6.09 Notices” of this Agreement, given not less than ninety (90) days before the termination date.

2.02 Compensation and Timelines. The City shall compensate the Contractor twelve thousand and seven hundred dollars (\$12,700) a year during the initial term of the Agreement to fulfill the duties and responsibilities of the Social Media Manager. The Contractor will be given the same Cost of Living Adjustment that Tremonton City employees receive annually as long as the contract is in effect. The Contractor shall submit monthly invoices, which shall become due and payable by the City within thirty (30) days of submission. The City shall pay a prorated share of the compensation amount if the Agreement is terminated part way through the year. Services Rendered under this Agreement shall be suspended if payment is not received within five (5) days following the due date.

2.03 Independent Contractor. The Contractor is an independent contractor and shall not be eligible for employee benefits from the City such as, but not limited to, health insurance, dental insurance, workers compensation, life insurance, 401(k) participation, or retirement plans. Furthermore, the Contractor shall be compensated as an independent contractor receiving Internal Revenue Service Form 1099 from the City after the Tax year in which work is performed.

2.04 Independent Contractor Equipment & Facilities. The Contractor is an independent contractor responsible for furnishing their own equipment, materials, etc., necessary to complete the professional Services Rendered associated with the Agreement. Such equipment may include but is not limited to the computer, cell phone, software, office space, office materials, travel expenses, etc.

SECTION 3 – OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES

3.01 Skills and Expertise. The Contractor represents that they possess the requisite skill and expertise to perform the required services. The Contractor shall perform its services consistent with the professional skill and care necessary to prepare written minutes of public bodies.

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

SECTION 4 – OWNERSHIP OF ANY WORK PRODUCT

4.01 Ownership of Work Product. Services Rendered shall constitute “work made for hire” for Tremonton City. Tremonton City shall be considered the author of such work for all purposes and the exclusive owner of all rights comprised in the copyright of such work and shall have the right to exploit any or all of the foregoing in any and all media, now known or later devised. The City shall retain ownership and rights, together with the copyright, to any elements associated with the Contractor’s work product. Upon paying the invoice for the work, the Contractor shall surrender the work product, the electronic files or paper versions of documents, spreadsheets, etc.

SECTION 5 – MISCELLANEOUS

5.01 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.

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

5.03 Assignment. Parties agree that they may not assign this Agreement to any other person or entity without the express prior written consent of the other Party.

5.04 Preparation of Agreement. The Parties hereto acknowledge they have both participated in preparing this Agreement. If any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party hereto on the drafting hereof.

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

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

5.07 Modification. The Agreement may not be modified in any manner except in writing, signed by each Party.

5.08 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 the said provision, nor shall it be construed as a waiver of any other provision hereof.

5.09 Notices. Any notice sent by either Party shall be sent, to the appropriate address contained herein, certified mail, return receipt requested:

Attention: Sara Mohrman
1465 E Main Street
Tremonton, UT 84337
sara.mohrman@gmail.com
312-502-3250

Attention: Tremonton City Manager
102 South Tremont Street
Tremonton, Utah 84337

5.10 Incorporation of Recitals and Exhibits. All recitals and exhibits contained herein and attached hereto are hereby incorporated into the Agreement.

5.11 Severability. If any portion of this Agreement is nullified or voided by a Court of competent jurisdiction, that portion shall be severed from the remainder of the Agreement, and all other parts of the Agreement shall remain in full force.

5.12 Attorney's Fees and Costs. In the event, 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.

5.13 Applicable Law, Jurisdiction, and Venue. The Agreement shall be interpreted in with the laws of the State of Utah, and the First District Court of the State of Utah, in and for Box Elder County shall have jurisdiction and be the proper venue for any suit arising here from.

5.14 Survival of Terms. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement. Any term in the Agreement intended by its nature to survive the execution date of the Agreement shall so survive.

5.15 Conflicts of Interest. The Contractor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of Tremonton City and RDA to secure favorable treatment with respect to being awarded this Agreement.

5.16 Insurance. The Contractor shall be responsible for maintaining their own insurance which may include but is not limited to Worker's Compensation Insurance and Employer's liability insurance.

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

TREMONTON CITY, CORP.

Lyle Holmgren, Mayor (Date)

Attest:

Linsey Nessen, City Recorder (Date)

SARA MOHRMAN, CONTRACTOR

Sara Mohrman (Date)

EXHIBIT “1”- SOCIAL MEDIA MANAGER DESCRIPTION

Tremonton City Job Description

Job Title:	Social Media Manager	
Department:	Professional Services	
Location:	102 South Tremont Street, Tremonton Utah	
Pay Level:	Contracted Amount	
Physical Demands:	Category II – Light Work as per the Pre-Employment Evaluation Program	
Employment Status	Employment Classification	Required Equipment
Exempt Non Exempt Safety Sensitive On Call Public Safety <input checked="" type="checkbox"/> Independent Contractor	Full-time Part-time Part-time Recreation Temporary/Emergency Firefighter/EMT Benefits <input checked="" type="checkbox"/> Contract	City Vehicle Cell Phone Pager Personal Protective Equip.

Job Summary

The Social Media Manager uses social media for disseminating information and messaging to further the mission and objectives of the City. The Social Media Manager writes, develops, edits, photographs, videos, and otherwise furnishes content for social media, the City website, media relations, and public relations for Tremonton City.

Supervision

Given: None

Received: Assistant City Manager & Parks and Recreation Director

Essential Duties

- Writes, develops, edits, photographs, videos, and otherwise furnishes content for social media, the City website, media relations, and public relations for Tremonton City. This effort includes scheduling and organizing time-sensitive messages and meeting deadlines.
- Is the primary source for community news and updates such as events, road closures, policy changes, breaking news, etc.; celebrates milestones, fun facts, success stories, uplifting updates, City events, City services, etc.
- Creates honest, compelling, engaging, and informative content to be shared primarily on social media. Ensures that the content aligns with City’s social media objectives.

- Gathers social media content by attending City meetings and events and coordinates with Department Heads.
- Uses social media campaigns that increase engagement, build community and inspire action.
- Ensures that all posts and publications follow the City's "City Use of Social Media" policy as contained in the City's Personnel Policies and Procedures Manual.
- Enhances the City website by creating engaging content and monitors the City website to ensure content is current.
- Manages and executes a social media calendar, including event promotion, results, milestones, and sponsorship fulfillment for the City. Works with Tremonton stakeholders such as the Chamber of Commerce and Fairgrounds to post and publicize their calendar of events.
- Establishes a sense of trust with the community, responds to followers' comments and questions, and seeks to clarify potential misinformation relating to the City on social media platforms.
- Monitors local Facebook groups and what is being shared and responds when appropriate.
- Proactively seeks opportunities to engage residents and influencers.
- Works with other content creators (videographers, photographers, press officers, and photo services) to curate and deliver content on social platforms and identify tactics for deployment.
- When authorized, utilize paid media campaigns to grow followers, engagements, and brand awareness.
- Fully and quickly cooperate when asked to remove content by a City supervisor when the supervisor deems the contents violate the City's Social Media policy or any applicable law.
- Monitors and reports monthly to City officials on relevant data and other metrics, including engagement, views, sentiment, etc.
- Seeks and evaluates opportunities on emerging social platforms and evaluates emerging features on existing platforms.
- Assists with management of digital archives.
- In coordination with City leaders, provides information to the public during a crisis.
- Uses Social Pinpoint software, which the City has purchased a subscription as one of the social media platforms.
- Other duties as assigned.

Knowledge, Skills & Abilities

Knowledge of:

- Public relations and media relations, web management and design; social media platforms, mobile applications, computer software including word processing, desktop publishing.
- Media production, communication, and dissemination techniques and methods. This includes alternative ways to inform and entertain via written, oral, and visual media.
- General office practices and procedures, methods, techniques, and equipment.
- Moderate knowledge of spreadsheet programs to create reports for analysis and process improvement.

- Correct English usage, spelling, and vocabulary.

Skills in:

- Operating a personal computer and Microsoft products.
- Adobe Creative Suite, which includes Photoshop, Premiere, Acrobat, and InDesign programs) and web development.
- Photography and videography.

Ability to:

- Use prudent judgment in representing the City and its interests.
- Work independently, make proper decisions, and use initiative and common sense.
- Learn assigned tasks readily and adhere to prescribed routine.
- Follow verbal and written instructions.
- Communicate effectively verbally and in writing.
- Establish effective working relationships with city officials, employees, and the public.
- Represent the City with decorum in a manner that promotes public confidence in the City, its officials, and employees.
- Exhibit patience and empathy with persons holding hostile or opposing views.
- Maintain professional confidences.
- Understand and follow City ordinances and policies.

Physical Demands

- Typically sit at a desk or table.
- Frequently lifting of up to ten pounds and occasional lifting of up to 25 pounds.
- Occasional bending, stooping, lifting, or climbing steps and ladders.
- Considerable walking may be involved.
- Work for sustained periods of time, maintaining concentrated attention to detail.
- Specific hearing abilities are required by the job.
- Essential functions utilize abilities in talking, hearing, and seeing.
- Mental application utilizes memory for details, verbal instructions, and emotional stability.

Working Conditions

- May experience exposure to stressful situations as a result of human behavior and exposure to deadlines.
- Work is primarily performed in an office or other environmentally controlled room.

Education & Experience

- A high school diploma or equivalent is required.

Special Requirements

- Must have a valid Utah driver's license.
- Required to provide own laptop computer.
- The successful agreement of the terms between Tremonton City and the contractor is a prerequisite to this position.

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Tremonton City is an EEO/ADA employer.

Supplemental Essential Duties of the Social Media Manager

In addition to the duties contained in the Essential Duties contained above in the Job Description, REDKOR who is City's Contractor for the branding process, has recommended that the City do the items below. The items below are a supplement to the Essential Duties and also constitute Services Rendered by the Contractor :

- Regular posts to social media
- All city events to be added to Facebook page
- Share resident stories once a month
- Monthly highlight of a resident doing good
- Monthly contest to engage families, new residents, and more
- Highlight a local business each month
- Engagement post polls to get feedback from residents (ie what type of events would you like to see in Tremonton)

EXHIBIT “2”- CITY USE OF SOCIAL MEDIA.

- A. **DEFINITIONS.** For purposes of this policy, the following terms are defined as follows:
- (1) “Social Media” is defined as primarily Internet and mobile-based websites, applications or software for sharing and discussing information, photos, video, comments and posting links to other information. Social Media includes but is not limited to: Social Networking sites (Facebook LinkedIn, and MySpace), Blogs, Microblogs (Twitter), Video Sharing sites (YouTube), Photo Sharing sites (TwitPic and Flickr), Wikis, or shared encyclopedias (Wikipedia), RSS feeds, and mobile phone content uploaded to the Internet.
- B. **PURPOSE.** The City encourages the use of Social Media to further the goals of the City and the mission of its departments. Social Media may be used as a channel for disseminating time-sensitive information as quickly as possible and as marketing/promotional channels which increase the City’s ability to broadcast its messages to the widest possible audience.
- C. **AUTHORIZATION.** Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager are authorized to use Social Media bearing the City’s name and logo to broadcast information on Tremonton City’s behalf. In doing so the City entrusts that Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager shall use prudent judgment in representing the City and its interests. Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager shall be responsible for content that is posted on these Social Media Sites. Poor judgment exercised by Department Heads and authorized designees of Department Heads when posting content may be considered as misconduct and grounds for disciplinary action. The City Council may public censure an Elected Official that exercises poor judgment in posting content on behalf of the City. The following polices shall be followed when using Social Media on the City’s behalf:
- (1) Users and visitors to Social Media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between City and members of the public.
 - (2) Content posted to Social Media sites shall contain links directing users back to the City’s website for in-depth information, forms, documents, or online services necessary to conduct business with the City.
 - (3) To the degree that the Social Media websites, applications or software allows, the City’s logo, brand identity, and other marks shall be used consistent with the City’s style guide.
 - (4) Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager shall be responsible for the content and upkeep of any Social Media sites they may create.

- (5) The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media policy or any applicable law. To this end, Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager shall fully cooperate when asked to remove content by the City.
- (6) Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager's content and expressions shall remain factual in nature and shall refrain from providing personal opinion.
- (7) Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager shall use prudent judgment in posting content. City Social Media site content shall not contain offensive or inappropriate content, which includes but is not limited to, the following:
 - (a) Comments in support of or opposition to political campaigns or ballot measures;
 - (b) Profane language or content;
 - (c) Content that promotes, fosters, or perpetuates discrimination;
 - (d) Sexual content or links to sexual content;
 - (e) Solicitation of commerce;
 - (f) Conduct or encouragement of illegal activity;
 - (g) Information that may tend to compromise the safety or security of the public or public systems;
 - (h) Content that violates a legal ownership interest of any other party;
 - (i) Privileged information and other information that is protected by the Government Records Access and Management Act ("GRAMA");
 - (j) Personal information about residents, elected officials, and employee's physical health, mental health, character, competence, family, financial status, contact information, and other personal circumstances; or
 - (k) Content that opposes or undermines a decision made by City Council or compromises or damages the mission, function, reputation, or professionalism of the City or its employees.

TREMONTON CITY
CITY COUNCIL MEETING
OCTOBER 3, 2023

TITLE:	Discussion and consideration on Awarding Bid for a New Front-End Loader used for composting.
FISCAL IMPACT:	Budgeted Amount \$250,000.00
PRESENTER:	Paul Fulgham, Tremonton City Public Works Director

Prepared By:

Paul Fulgham
Public Works Director

RECOMMENDATION:

Purchase a John Deere 544P Front End Loader from Honnen Equipment for **\$200,336.00**.

BACKGROUND:

We are in need of replacing our Front-End Loader, which is used in the Composting Operation within our Wastewater Treatment Operations. Our current Front-End Loader is used 5 days a week with an average of 4 – 6 hours a day stacking, turning and loading compost along with keeping our wood pile pushed up.

We have been leasing for the last 9-years at \$17,000 a year. Curtis Roberts our Accountant, wants us to own the Front End Loader, so at the end of this year lease, we will purchase a front-end loader. We will then trade it in every 2-3 years and replace it with a new unit.

BIDDERS NEW LOADER PURCHASED OUT RIGHT:

- Honnen Equip. – John Deer 544L – **\$200,336.00**
- Century Equip. – Case 621G – **\$216,738.00**

Attachments:

1. Front End Loader Bid Comparison Sheet

Front End Loader Bid Comparison Sheet

Equipment	Century Equipment	Century Equipment	Century Equipment	Honnen Equipment	Honnen Equipment
	New	New	New	New	New
	Case 621G	Case 621G	Case 621G	John Deere 544P	John Deere 544P
Hours	0 Hrs.	0 Hrs.	0 Hrs.	0 Hrs.	0 Hrs.
Year	2023	2023	2023	2023	2023
Horse Power	162 hp	162 hp	162 hp	163 hp	163 hp
Bucket Size	3.0 Yards	3.0 Yards	3.0 Yards	3.0 Yards	3.0 Yards
	\$216,738.00			\$200,336.00	\$200,336.00
Total	\$216,738.00			\$200,336.00	\$200,336.00
	Government Bid	Governmental Lease	Governmental Lease	Government Bid	Governmental Lease
		3-Year	5-Year		4-Year
		1200 Hrs./Year	1200 Hrs./Year		1000 Hrs./Year
		\$44,928.00	\$39,948.00		\$30,789.16
		Buy at end of lease for \$81,954.00 or continue lease or leases a new piece of equipment.	Buy at end of lease for \$16,998.00 or continue lease or leases a new piece of equipment.		Buy at end of lease for \$114,105.26 or continue lease or leases a new piece of equipment.

Budgeted Amount \$250,000.00

RESOLUTION NO. 23-61

A RESOLUTION OF TREMONTON CITY CORPORATION OF AWARDING A BID FOR A FRONT-END LOADER USED IN THE COMPOSTING OF BIO-SOLIDS WHICH IS A BYPRODUCT OF THE WASTEWATER TREATMENT PROCESS

WHEREAS, the City composts its bio-solids which is a byproduct of the wastewater treatment process; and

WHEREAS, as a part of composting bio-solids, the City uses a front-end loader 5-days a week for an average of 4 – 6 hours a day stacking, turning, and loading compost; and

WHEREAS, this fundamental piece of equipment used in the composting process is in need of being replaced; and

WHEREAS, Curtis Roberts, Finance Director, is recommending that the City purchase the front-end loader rather than lease; and

WHEREAS, the City has budgeted \$250,000 in the GL no. 52-73-706 *Front-End Loader* to provide funds to replace the existing front-end loader; and

WHEREAS, Paul Fulgham, Public Works Director, has obtained several bids for the front-end loaders as attached in Exhibit “A”; and

WHEREAS, Paul Fulgham, Public Works Director, recommends that the City purchase a John Deere 544P Front End Loader from Honnen Equipment for \$200,336.00; and

WHEREAS, after purchasing the front-end loader, the City will trade it in every 2 to 3 years and replace it with a new front-end loader.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby awards the bid to purchase a John Deere 544P Front End Loader from Honnen Equipment for \$200,336.00.

ADOPTED AND PASSED by the governing body of Tremonton City Corporation on this 3rd day of October 2023.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT “A”

Front End Loader Bid Comparison Sheet

Equipment	Century Equipment	Century Equipment	Century Equipment	Honnen Equipment	Honnen Equipment
	New	New	New	New	New
	Case 621G	Case 621G	Case 621G	John Deere 544P	John Deere 544P
Hours	0 Hrs.	0 Hrs.	0 Hrs.	0 Hrs.	0 Hrs.
Year	2023	2023	2023	2023	2023
Horse Power	162 hp	162 hp	162 hp	163 hp	163 hp
Bucket Size	3.0 Yards	3.0 Yards	3.0 Yards	3.0 Yards	3.0 Yards
	\$216,738.00			\$200,336.00	\$200,336.00
Total	\$216,738.00			\$200,336.00	\$200,336.00
	Government Bid	Governmental Lease	Governmental Lease	Government Bid	Governmental Lease
		3-Year	5-Year		4-Year
		1200 Hrs./Year	1200 Hrs./Year		1000 Hrs./Year
		\$44,928.00	\$39,948.00		\$30,789.16
		Buy at end of lease for \$81,954.00 or continue lease or leases a new piece of equipment.	Buy at end of lease for \$16,998.00 or continue lease or leases a new piece of equipment.		Buy at end of lease for \$114,105.26 or continue lease or leases a new piece of equipment.

Budgeted Amount \$250,000.00

TREMONTON CITY
CITY COUNCIL MEETING
 October 3, 2023

TITLE:	Review of Calendar and Review of Past Assignments
FISCAL IMPACT:	Not applicable
PRESENTER:	Marc Christensen

- October 4 Lakeshore Learning Groundbreaking, 415 W Factory St., 12-2 pm
- October 6-7 Pumpkin Walk - Library Park
- October 7 Farmers Market - Bring your giant pumpkins! (Last one of the year)
- October 10 Perry City New City Hall Tour and Lunch - Noon
- October 13 Second Friday Stroll on Main Street
- October 17 City Council
- October 20 Common Grounds Breakfast with Tim Shriver in SLC (time and location TBD)
- November (all month) Taking Care of Families Baby Care Drive for the Food Pantry
- November 7 City Council
- November 21 Election Day
- November 21 City Holiday Open House (2-5 pm @ City Office)
- November 21 No City Council