



**Tremonton City Corporation
City Council Meeting
October 17, 2023
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

CITY COUNCIL WORKSHOP AGENDA

6:00 p.m.

1. Review of the agenda items identified on 7:00 p.m. City Council Agenda
2. **CLOSED SESSIONS:**
 - a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; 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 – October 3, 2023
6. Appointments & Oath of Office:

- a. Discussion and consideration of adopting Resolution No. 23-62 appointing Mark Thompson to serve on the Tremonton City Planning Commission and reaffirming and appointing existing Planning Commission Members
 - b. Swearing in of Mark Thompson as a Tremonton Planning Commissioner
7. Presentations:
 - a. Employee Recognition Award, James Munns – Chief Brady Hansen
8. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas. (Please keep your comments to under 3 minutes.)
9. Public Hearing:
 - a. Regarding a petition to vacate a municipal utility easement (MUE) on parcel No. 05-055-0212, which is located near the intersection of 2650 West and BR Mountain Road
10. New Council Business:
 - a. Discussion and consideration of adopting Ordinance No. 23-06 approving a petition to vacate a municipal utility easement (MUE) on parcel No. 05-055-0212, which is located near the future intersection of 2650 West and BR Mountain Road
 - b. Discussion and consideration of adopting Resolution No. 23-63 approving a professional services contract with Landmark Design to create a water use conservation element as part of the Tremonton City General plan and water conserving landscape ordinance
 - c. Discussion and consideration of adopting Resolution No. 23-64 approving a professional services contract with Downtown Redevelopment Services, an urban designer firm, to design improvements (restroom, permanent stage, and electrical pedestals) in Midland Square associated with the City’s implementation of a Rural Communities Opportunity Grant award
 - d. Discussion and consideration of adopting Resolution No. 23-65 approving a real estate purchase agreement between Tremonton City and Blake C Christensen Trustee ETAL for Tremonton City’s purchase of land for the future expansion of Rocket Road Minor Arterial Road
11. Calendar Items and Previous Assignment
 - a. Review of calendar
 - b. Unfinished Business/Action Items
 - c. Branding Implementation update
12. 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

13. **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*

14. 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 October 13, 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 October 13, 2023.

Linsey Nessen, CITY RECORDER

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING OCTOBER 3, 2023

Members Present:

Connie Archibald

Wes Estep

Bret Rohde

Rick Seamons

Lyle Vance

Lyle Holmgren, Mayor

Shawn Warnke, City Manager

Marc Christensen, Assistant City Manager

Linsey Nessen, City Recorder

CITY COUNCIL WORKSHOP

Mayor Holmgren called the October 3, 2023 City Council Workshop to order at 6:41 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, Seamons, and Vance, City Manager Warnke, Assistant City Manager Christensen, and City Recorder Nessen. The following Department Heads were also present: Public Works Director Paul Fulgham and Fire Chief Brady Hansen.

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

Motion by Councilmember Estep to move into closed session. Motion seconded by Councilmember Vance. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

The Council moved into a closed session at 6:42 p.m.

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*

Motion by Councilmember Estep to return to open session. Motion seconded by Councilmember Archibald. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

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The Council returned to open session at 6:52 p.m.

The meeting adjourned at 6:52 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Holmgren called the October 3, 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, Seamons, and Vance, 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 and Police Chief Dustin Cordova (arrived at 7:20 p.m.).

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 Rohde and the Pledge of Allegiance was led by student David Wells.

2. Introduction of guests: Mayor Holmgren welcomed those in attendance, including a group of students for their citizenship recognition awards.

3. Declaration of Conflict of Interest: None.

4. Approval of Agenda:

Motion by Councilmember Seamons to approve the agenda of October 3, 2023. Motion seconded by Councilmember Vance. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

5. Approval of minutes – September 19, 2023

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

6. Presentation

a. Tremonton City Citizenship Award to Elementary and Intermediate Students

Mayor Holmgren welcomed the students and principals who were in attendance. Mayor Holmgren presented their awards and took a picture. Councilmember Archibald said I am so grateful for these students—they are great citizens. In

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Tremonton we want to build citizenship. Our schools are teaching the importance of being safe, responsible and respectful. These students honored tonight were recognized in their school for that. Thank you, parents and teachers, for what you do. This is important.

- b. A review of the Tremonton City Social Media Manager after one year (if not previously given during the Work Session) – Sara Mohrman

Downtown Manager Mohrman said we have made Facebook posts consistently on our City and Police Department pages. There are other City pages I am an admin for, but most of those departments have someone involved. I just offer support. Parks and Recreation Director Zach LeFevre and I have been working on incorporating the City's new branding. We have made all the graphics with branding for all the departments. We also created the Animal Shelter page since that is new. They are a sub department of our police department. About 25 weeks ago I implemented a "What is Happening This Week" and I post that every Monday. That post highlights all the events, meetings and activities in that calendar week. We also created an Instagram account because prior to September 2022 we did not have one. Everything we are doing is being posted on Facebook and Instagram. We are creating stories and reels, which give more personal interaction with residents. I helped the Police Department increase their community engagement by 500% with the lemonade stand contest and posts. A big part of the City winning that was because we had a designated person who was able to take in all the messages and dispatch the officers. On the City Facebook page, from September 1, 2022 to August 31, 2023 we saw a 200% increase in posts on Facebook. More people are seeing the information being posted. We post five days a week and that is getting seen by more people since it is consistent. Director LeFevre has done some paid advertisements for job postings and big events like Hay Days. We have seen a 96.5% increase in page likes. Our goal going forward is to continue building relationships with our department heads and going to their meetings. We want to increase communication between all of us with events and projects and get posts scheduled ahead of time. We want to ensure all City activities and events are being promoted on social media, as well as important news and decisions or changes by the City Council. We also plan to share construction projects and timelines. We can also look into Twitter and TikTok. Councilmember Archibald said you have been really involved. Sara is just a person who enjoys serving and loving people. Thank you for being a part of that.

7. Public comments:

Public Works Director Paul Fulgham and 37-year resident of Tremonton said I know what I am about to say will be ridiculed by faceless individuals on social media. Many accuse us of toeing the line because we are City employees. I would like to thank those members of the City Council who voted for the tax increase to protect my grandchildren, as well as all children in our area. Last week, less than three blocks from my front door, and I know you are innocent until proven guilty, but the police went in and took a

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gentleman out of his home for internet crimes against children. His next-door neighbor is my grandkids. This could be in your neighborhood. We do not know what our neighbors do. We hope we know. Criminals fit into our community and they know we are understaffed with our public safety. They know where they want to be. They want to be in a location where they have better odds of beating the system. Thank you for making those hard decisions. Thank you for ignoring those who spew insults at you from social media platforms—many of them faceless and even afraid to put their name on it. Those who spew half-truths as they send letters to the editor. Thank you for doing what you do. I would like to thank the police officers for doing what they do and our other public safety officials. Many around us put their heads in the sand and say all is well. We have no crime in Tremonton while our Chief says we do. We just do not publish it. We do not want those criminals to know we are here. Thank you from the bottom of my heart for protecting these lovely precious children that were here today and who predators prey upon. If they go unchecked who knows where they will end up in society. Thank you so very much.

- 8. New Council Business:
 - a. Discussion and consideration of adopting Resolution No. 23-58 ratifying the Harvest Acres Subdivision, Phase 2 Subdivision Development Agreement

Manager Warnke said this is a continuation of the single-family subdivision that is on the west side of the central canal, south of Rocket Road. It has been recorded and the majority of the infrastructure is completed. The right-of-way is constrained as it goes under the overpass. The curb, gutter and sidewalk will direct people under the overpass, but we will own the property. There are permanent markers along the lot lines, like a park strip, that will be maintained by the residents. The yards will appear bigger than they actually are. We do have the right-of-way for the future as it is expanded. Our pre-annexation agreement identified system improvements that we were collecting impact fees for. This required the developer to dedicate the property for a regional storm drain basin and the water shares. As impact fees are collected, they are remitted back to the developer for that system improvement dedication. The developer is dedicating a parcel to the canal company to expand their right-of-way for maintenance on the central canal. There are four phases so they are half way through that single-family development. At the very end of this project there will be a cul-de-sac and a pedestrian bridge to connect them to the park and trail system. There is not a vehicle crossing, but there will be connections from a pedestrian perspective.

Assistant City Manager Christensen said UDOT is putting together a department to connect the whole State of Utah with 10-foot-wide asphalt, accessible trails for all communities. They have funding for \$50 million to start and then \$50 million annually. It is more for transportation purposes and less for outdoor recreation. Our project would fit perfectly so there are good opportunities to get it funded. Manager Warnke said we are close to implementation. We need to work with the canal company to formalize our relationship and how those two uses would exist.

Manager Warnke then reviewed several other projects that are in the works. One would open up phase 1 for a park on the west end of town where pickleball courts are anticipated. The BR Mountain Road should be paved soon.

Motion by Councilmember Vance to adopt the resolution. Motion seconded

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by Councilmember Archibald. Roll Call Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

- 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

Assistant City Manager Christensen said at the last Council meeting we had a good discussion about this. The biggest change is that if a vehicle is included in the budget, then the Council suggested we allow department heads to go through the procurement process. They still need to get three bids and obtain the best price possible, but if it is within their budgeted amount, they can go ahead with that purchase up to \$100,000 instead of bringing every vehicle to the Council. That goes for equipment as well, up to \$100,000. We took the opportunity to review the whole policy so there are a few minor changes. The State law for public works improvements and building improvements in 2003 was \$40,000. The State law has verbiage that it goes up 3% each year or CPI whatever is lower. That is at \$75,000 now. This allows the department heads to have more authority to purchase. Manager Warnke said this all comes back to good communication keeping things in line. The Council and staff had a long debate about making sure everything is worded correctly in the policy and resolution. Councilmember Rohde said we want to give them the latitude to do purchases, but have to make sure it all works. The statements need to be clearer. We could add “and meet their budget.” Manager Warnke said we could put a note in the policy that formalized that. It would be a good addition.

Motion by Councilmember Rohde to adopt the resolution with additions to clear up the language. Motion seconded by Councilmember Estep. Roll Call Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

- c. Discussion and consideration of adopting Resolution No. 23-60 amending a professional services agreement with Sara Mohrman filling the duties of a Social Media Manager

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

- 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

Director Fulgham said we budgeted \$250,000. I only received two bids. This is the same front-end loader we have been leasing for the last nine years from John Deer. We cannot depreciate something we lease and have to pay a tax of \$1,000

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to the State, which is passed to the leaser. The bid came in at \$200,036. Our goal is to have a cycle and replace them every two years. We want to stay in new equipment because they get used hard and maintenance will eat us up. This came in \$50,000 under budget for the year. We will budget what it takes to do the trade-in every two years. This comes from the Enterprise Fund so we can build for this purpose to replace and build future expansion.

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

- 9. Calendar Items and Previous Assignment
 - a. Review of calendar

Assistant City Manager Christensen said the Lakeshore Learning event is October 4, from noon until 2 p.m. The Pumpkin Walk at Shuman Park is this weekend and so is the Farmer’s Market. Perry City bought The Lodge by Maddox and is holding a groundbreaking on October 10 at noon. They will have lunch. There is also the Second Friday stroll and City Council on October 17. Save the Date for October 20 in Salt Lake City for a breakfast and speaker. All month of November they are taking care of families with the Baby Care Drive for the food pantry. November 10 is a live and silent auction with a dinner for the Habitat for Humanity. Election day is November 21 and the City holiday open house. We will cancel City Council that day. Mayor Holmgren said Nucor will hold their tree planting event on October 12. We will also pick pumpkins for the Farmer’s Market and put them out at Midland Square.

- b. Unfinished Business/Action Items: None.

- 10. Reports & Comments:

- a. City Administration Reports and Comments: None.
 - b. Development Review Committee Report and Comments:

Manager Warnke said there is still a lot of activity. I will keep you posted. We have development agreements that will be recorded and brought to you.

- c. City Department Head Reports and Comments

Director Fulgham said road projects are wrapped up. Secondary will be going off mid-October to the first of November. Our water year is looking good and we hope to have another wet winter. Cameras have been added to the treatment plant and we have caught several people dumping illegally. No branches or wood products are allowed there and with the help of the police department we have been able to contact them. They have come back and cleaned it up.

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Chief Cordoba said the people we do contact are always super honest about dumping and clean it up. We have good people here overall. We have renovation hours, but we will put that on social media. It is just business as usual.

Chief Hansen said this has been a busier month than I expected. There is a lot happening. I want to give a quick shoutout to the police department. They had a high-profile event that they involved us in. They are very professional and organized. We ordered breast cancer awareness month shirts since that is a good awareness campaign to benefit people in our community. Two weeks ago, we had a significant structure fire that was detrimental to the family. We worked well with Garland's Fire Department. There is still a lot we need to do and grow on—there are areas we need to improve and train, but we are doing a good job. It has been fun to get out in the community and promote the fire department the best I can. We just lost one of our full-time employees, who resigned. We have opened it and are optimistic we will get a good employee to fill that vacancy. On Saturday a vehicle rolled into the west canal and was partially submerged. The driver was in her seatbelt under water. One of our off-duty firefighters got there ahead of the on-duty fire crew. He jumped in and found the patient, who was under water and unconscious. He cut the seatbelt with his pocket knife. She was not breathing, but they performed CPR. The family has been outspoken about their gratefulness to our off-duty and on-duty firefighters. A huge shoutout to our crew that responded. Jimmy Munns was the firefighter who got there first as he was headed to work. The hiring of the captains prior to my arrival has made a night and day difference for my experience as the chief versus Robert LaCroix's experience as the chief in discussions with him. I am able to delegate and make assignments. The crews are able to manage things and take those off my plate, which is very helpful.

d. Council Reports and Comments

Councilmember Estep asked about the dumpsters for the fall clean up and thanked the department heads. We love our community.

Councilmember Archibald said I echo that. I will back Tremonton every time. I have a surprise for the Mayor, it is a book on gardening from our last Farmer's Market. Thank you for all you do.

Councilmember Vance said I am impressed with everything that Downtown Manager Mohrman has done. We appreciate it—this is great stuff.

Councilmember Rohde said ditto, nice job with the cement work at the trailhead.

Councilmember Seamons said we have a great staff, thank you for all you do.

Mayor Holmgren said last time we met there was public comment about an issue with cement work. I called that woman today and she said they were there the next morning. I wanted to thank Councilmember Estep and Director Fulgham for that. She was very appreciative that you got that fixed so quickly. There was also a headstone situation that Rusty Scoffield quickly took care of. I cannot express

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enough appreciation for all you do. You all do a great job.

- 11. **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*
- 12. Adjournment.

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

The meeting adjourned at 8:19 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

RESOLUTION NO. 23-62

A RESOLUTION OF TREMONTON CITY COUNCIL APPOINTING MARK THOMPSON TO SERVE ON THE TREMONTON CITY PLANNING COMMISSION AND REAFFIRMING AND APPOINTING EXISTING PLANNING COMMISSION MEMBERS

WHEREAS, Utah Code 10-9a-301 requires that each municipality shall enact an ordinance establishing a Planning Commission; and

WHEREAS, Tremonton City has enacted an ordinance establishing a Planning Commission for Tremonton City, Utah, which is codified in the Tremonton City Land Use Code Sections 1.04.010 through 1.04.055 (hereafter “Tremonton City Ordinance” or “Tremonton City Land Use Code”); and

WHEREAS, the Tremonton Planning Commission is composed of five (5) members and a City Council member as an ex-officio and non-voting Member of the Planning Commission; and

WHEREAS, Section 1.04.035 of the Tremonton City Land Use Code outlines the role of Planning Commissioners as public officials who are political appointees of the City Council; and

WHEREAS, as non-elected public officials, Planning Commissioners do not have a constituency, nor do they represent the citizens or a neighborhood; and

WHEREAS, Section 1.04.035 of the Tremonton City Land Use Code states that the Planning Commission’s primary purpose is to be an advisory body to the City Council by providing reasoned recommendations to the City Council on land use matters; and

WHEREAS, since a Planning Commission member does not have a constituency nor do they represent the citizens and or a neighborhood, with their primary purpose being a land use advisor to the City Council, the Tremonton City Ordinance expressly permits that a Planning Commissioner may reside outside of Tremonton City’s incorporated limits; and

WHEREAS, the Tremonton City Ordinance also defines the role and authority of the Planning Commission; the mode of appointment and the procedures for filling vacancies and removal from office; and other details relating to the organization and procedures of the Planning Commission; and

WHEREAS, Jordan Conrad has submitted a letter of resignation, and there is currently a vacant position on the Tremonton City Planning Commission; and

WHEREAS, Section 1.04.015 of the Tremonton City Land Use Code states that when vacancies occur in the Planning Commission, a City Council member that is an ex-officio member of the Planning Commission shall appoint an individual to serve on the Planning Commission with the advice and consent of the City Council; and

WHEREAS, Section 1.04.015 of the Tremonton City Land Use Code requires that in cases when a City Council member has not been assigned to be an ex-officio Member of the Planning Commission, the Mayor shall appoint an individual to serve on the Planning Commission with the advice and consent of the City Council; and

WHEREAS, Section 1.04.015 of the Tremonton City Land Use Code states that it is the responsibility of the City Council member or Mayor that is appointing, with the advice and consent of the City Council, to make a careful and critical evaluation of the individual ability to fulfill the role of a Planning Commissioner; and

WHEREAS, to aid in the evaluation process, the City Council or Mayor may interview or request a letter of interest, resume, written statement about growth-related issues, etc., from the perspective Planning Commissioner; and

WHEREAS, on or around September 29, 2023, Mayor Lyle Holmgren and Councilperson Connie Archibald interviewed Mark Thompson and determined that Mark can fulfill the mission and vision of the Tremonton City Planning Commission; and

WHEREAS, Councilperson Connie Archibald, serving as an ex-officio member of the Planning Commissioner, now proposes that the Tremonton City Council consents to appoint Mark Thompson to the Planning Commission or for the City Council to provide its advice on whom to appoint to fill a vacancy on the Planning Commission.

NOW BE IT RESOLVED that the Tremonton City Council hereby appoints Mark Thompson to fill the remainder of Jordan Conrad’s term on the Tremonton City Planning Commission and reaffirms and appoints the following individuals as members of the Tremonton City Planning Commission for the following duration:

| <u>Commission Member¹</u> | <u>Start Date of Term</u> | <u>End Date of Term</u> |
|--------------------------------------|---------------------------|-------------------------|
| Micah Capener | September 25, 2012 | September 2024 |
| Raulon Van Tassell | March 21, 2023 | September 2025 |
| Penni Dennis | June 2021 | June 2024 |
| Mark Thompson | October 17, 2023 | October 2024 |
| Jeff Seedall | January 3, 2023 | January 2026 |

| <u>Ex-Officio Member²</u> | <u>Start Date of Term</u> | <u>End Date of Term</u> |
|--------------------------------------|---------------------------|-------------------------|
| Connie Archibald | January 2020 | Not Applicable |

Note ¹: The terms of the appointed Members of the Planning Commission shall be three (3) years and until their respective successors shall have been appointed, except that the terms of appointment shall be such that the terms of two (2) Members shall expire each year. There are no limits on the number of terms that a Planning Commissioner may serve or be appointed to by the City Council. The Planning Commission existing at the time of passage of this Title shall continue to serve, and the terms of its Members shall be fixed by the City Council in such a manner as to comply with the above provisions for staggering terms of service. Vacancies of appointed Members occurring other than through the expiration of a term shall be filled for the remainder of the unexpired term by appointment of the City Council.

Note 2: The City Council member assigned to be the ex-officio member shall serve at the pleasure of the City Council. (See Tremonton City Land Use Code, Section 1.04.020 Term of Office)

Adopted and passed by the City Council on October 17, 2023. Resolution to become effective upon adoption.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

ORDINANCE NO. 23-06

AN ORDINANCE OF TREMONTON CITY CORPORATION APPROVING THE VACATION OF A MUNICIPAL UTILITY EASEMENT (MUE) ON PARCEL NO. 05-055-0212 FOR STORM DRAINAGE, WHICH IS LOCATED NEAR THE FUTURE INTERSECTION OF 2650 WEST AND BR MOUNTAIN ROAD

WHEREAS, on August 6, 2009, Chris D. Sorensen granted Tremonton City a storm drain easement on Parcel No. 05-055-0212, as recorded in the Box Elder County Recorder's Office as shown in Exhibit "A"; and

WHEREAS, Chris D. Sorensen's granting of a storm drain easement to Tremonton City was in lieu of Tremonton City having a permanent storm drain basin for the River Valley area; and

WHEREAS, Tremonton City had planned for the permanent storm drain basin for the River Valley area to be located on the south side of BR Mountain Road (Lot "1"), as shown in Exhibit "B"; and

WHEREAS, on September 6, 2022, the City Council adopted Resolution No. 22-48, approving a real estate purchase agreement with Sierra Homebuilders, LLC, for Tremonton City's acquisition of a total of 13.179 acres intended to be used to construct a regional storm drain basin and park and has subsequently purchased the property mentioned above for the said purpose; and

WHEREAS, Sierra Homebuilders, LLC has received approval for River Valley, Phase 8, a townhome project to be constructed on Parcel No. 05-055-0212, which is encumbered by the storm drain easement that Chris D. Sorensen had previously granted to Tremonton City; and

WHEREAS, with the platting and construction of the public improvements for River Valley, Phase 8 includes storm drain infrastructure which will convey storm drain water to the 13.179 acres that Tremonton City acquired as a regional storm drain basin and park, as shown on Exhibit "C"; and

WHEREAS, on October 5, 2023, Sierra Homebuilders, LLC submitted to Tremonton City a Petition to Vacate a municipal utility easement for a storm drain as shown in Exhibit "A"; and

WHEREAS, pursuant to Utah Code Annotated (UCA) 10-9a-609.5, upon receiving a Petition to Vacate a municipal utility easement, the City Council is required to hold a public hearing and determine whether: (a) good cause exists for the vacation, and (b) if the public interest or any person will be materially injured by the proposed vacation; and

WHEREAS, consistent with public notice requirements, Tremonton City provided notice of a public hearing, pursuant to UCA 10-9a-208, notifying the public that the Tremonton City Council would consider vacating a municipal utility easement; and

WHEREAS, the Tremonton City Council held a public hearing to consider vacating the municipal utility easement for storm drainage on October 17, 2023, and has considered all written and oral statements made at the public hearing objecting and/or supporting the vacation of the municipal utility easement; and

WHEREAS, based upon the evidence and testimony received, including that received at the public hearing, the Tremonton City Council finds there is good cause for vacating the municipal utility easement for storm drainage; and

WHEREAS, the Tremonton City Council further finds that neither the public interest nor the interest of any person will be materially injured by approving the Petition to Vacate the municipal utility easement because, currently, the public improvements to be constructed with River Valley, Phase 8 will include storm drain infrastructure which will convey the stormwater to the City's a regional storm drain basin and park, as shown on Exhibit "B" and "C"; and

WHEREAS, UCA 10-9a-609.5 requires the Tremonton City Council to adopt an ordinance associated with the vacation of a municipal utility easement when the City Council finds that (a) good cause exists for the vacation and (b) neither the public interest nor any person will be materially injured by the vacation.

NOW, THEREFORE, BE IT ORDAINED that the Tremonton City Council of Tremonton, Utah, hereby adopts, passes, and publishes Ordinance No. 23-06 approving the petition to vacate a municipal utility easement (MUE) on parcel No. 05-055-0212, which is located near the future intersection of 2650 West and BR Mountain Road condition upon the recording of River Valley, Phase 8 and the installation of Sierra Hombuilders, LLC installing the public improvements to convey stormwater to the City's regional storm drain basin and park.

ADOPTED AND PASSED by the City Council of the City of Tremonton, Utah, this 17th day of October 2023. Ordinance No. 23-06 shall only become effective immediately after adoption.

TREMONTON CITY CORPORATION

BY _____
Mayor Lyle Holmgren

ATTEST:

Linsey Nessen, City Recorder

ACKNOWLEDGEMENT

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

On the ___ day of _____, 2023, personally appeared before me Lyle Holmgren the signer of the above instrument, who duly acknowledged to me that he executed the same.

By: _____
Notary Public

EXHIBIT "A"

**PETITION
TO VACATE MUNICIPAL
UTILITY EASEMENT**

PROPERTY ADDRESS: Approximately 2650 west, BR Mountain RD, Tremonton Ut

Property Owner: Sierra Homebuilders, LLC, Jay Stocking

PARCEL NUMBER: 05-055-0212

DATE OF APPLICATION: 10/05/2023

APPLICANT NAME: Sierra Home Builders (Garth Day, point of contact)

Applicant Address (if different than above): 470 N. 2450 W. Tremonton, Ut 84337

Cell phone: 435-730-8208 Home Phone:

E-mail address: garthd@sierrahomes.com

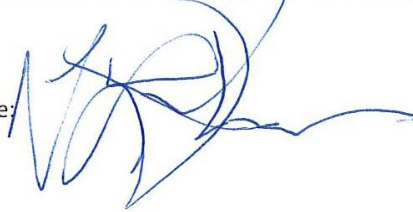
Please see the attached site plan which clearly illustrates the proposal. Also attached is additional information as required.

Adjacent Property owner information as required by Utah State Code 10-9a-609.5

Parcel Number: 05-055-0192

Adjacent Property Owners Name: TL Johnson Services, LLC (Terry L. Johnson)

Adjacent Property Owners Signature:



Adjacent Property Owners Address: 480 E. Upper Canyon Rd, Smithfield, Utah 84335

I hereby apply to Vacate an Easement in Tremont City in accordance with the provisions of Utah State Code 10-9a-609.5. I certify that the above information is true and correct to the best of my knowledge.

Date:

10/5/23

Applicant Signature:



05-055-

GRANT OF EASEMENT

Ent 281840 Bk 1102 Pg 168
Date 6-Aug-2009 1:01PM Fee \$1800
LuAnn Adams - Filed By dl
Box Elder Co., UT
For AMERICAN SECURE TITLE

05-055-0160

WHEREAS, **Chris D. Sorensen**, hereinafter called the Grantor, owner and entitled to possession of real property situated in Tremonton, Box Elder County, Utah;

WHEREAS, **Tremonton City**, hereinafter called the Grantee, is desirous of obtaining an easement over and along a portion of said property, as more particularly hereinafter described; and

WHEREAS, the said Grantor is willing to grant and convey the same to the Grantee for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of \$1.00 to the Grantor paid by the Grantee, receipt of which is hereby acknowledged, said Grantor hereby conveys and grants to the Grantee, its successors, transferees and assigns, the perpetual easement hereinafter described to construct, reconstruct, operate, repair, replace and maintain storm drain facilities and appurtenances (including detention basins, ditches, and piping), in, over, upon, across and through those portions of Grantor's land lying in Section 5, T11N, R3W, Salt Lake Base and Meridian as follows:

AMERICAN SECURE TITLE

A drainage easement located in the southeast quarter of Section 5, Township 11 North, Range 3 West, Salt Lake Base and Meridian, described as follows:

Commencing at the southeast quarter corner of said Section 5; and thence North 00°31'51" East along the east section line of said Section 5, 1299.77 feet; thence North 89°30'51" West along the south line of River Valley Subdivision, Phase 6 and its extension, 1452.30 feet; thence South 00°12'35" West, 165.04 feet to the true point of beginning; said true point of beginning also being North 89°30'51" West along the south line of River Valley Subdivision, Phase 6, 33.00 feet and South 00°12'35" West, 165.04 feet from the intersection of the south line of Lot 161 of said River Valley Subdivision, Phase 6 and the east right of way line of 2650 West Street;

and running thence North 00°12'35" East, 165.04 feet to the south line of said River Valley Subdivision, Phase 6;
thence South 89°30'51" East along the south line of said River Valley Subdivision and its extension, 134.53 feet;
thence South 00°12'35" West, 164.39 feet;
thence North 89°47'25" West, 134.53 feet to the beginning;

Grantors shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but Grantor, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent buildings or structure upon the lands comprising the perpetual or permanent easement above described without Grantee's consent in writing first had and obtained.

Grantee by accepting this grant agrees to replace or repair, with materials of like kind and equal quality, any existing fences, ditches, pipelines, driveways or roadways, including the appurtenances thereto, damaged or destroyed in said construction, and will restore the surface as near as can be to its original condition within the easement area.

WITNESS THE HANDS of Grantor this 5th day of August, 2009.

Chris D. Sorensen

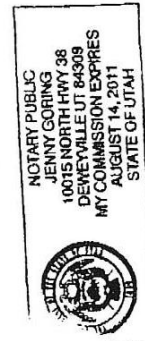
COURTESY RECORDING
This document is being recorded solely as a courtesy and an accommodation to the parties named therein. American Secure Title hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

STATE OF UTAH)
COUNTY OF Box Elder)

On the 5th day of August, 2009, personally appeared before me, Chris D. Sorensen, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Residing at: Deweyville, UT
My commission Expires 8-14-11

Jenny Goring
Notary Public



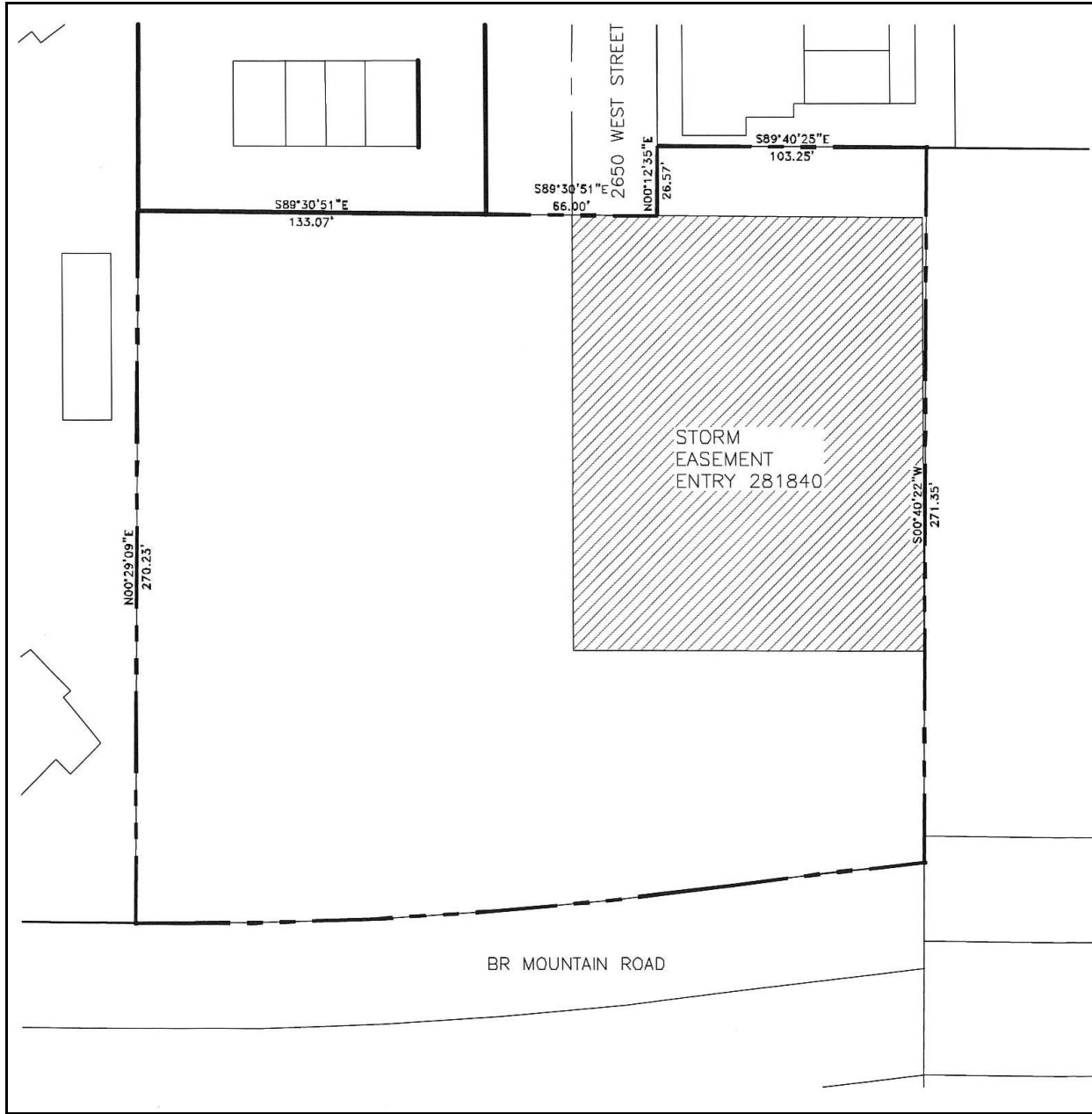


EXHIBIT "B"

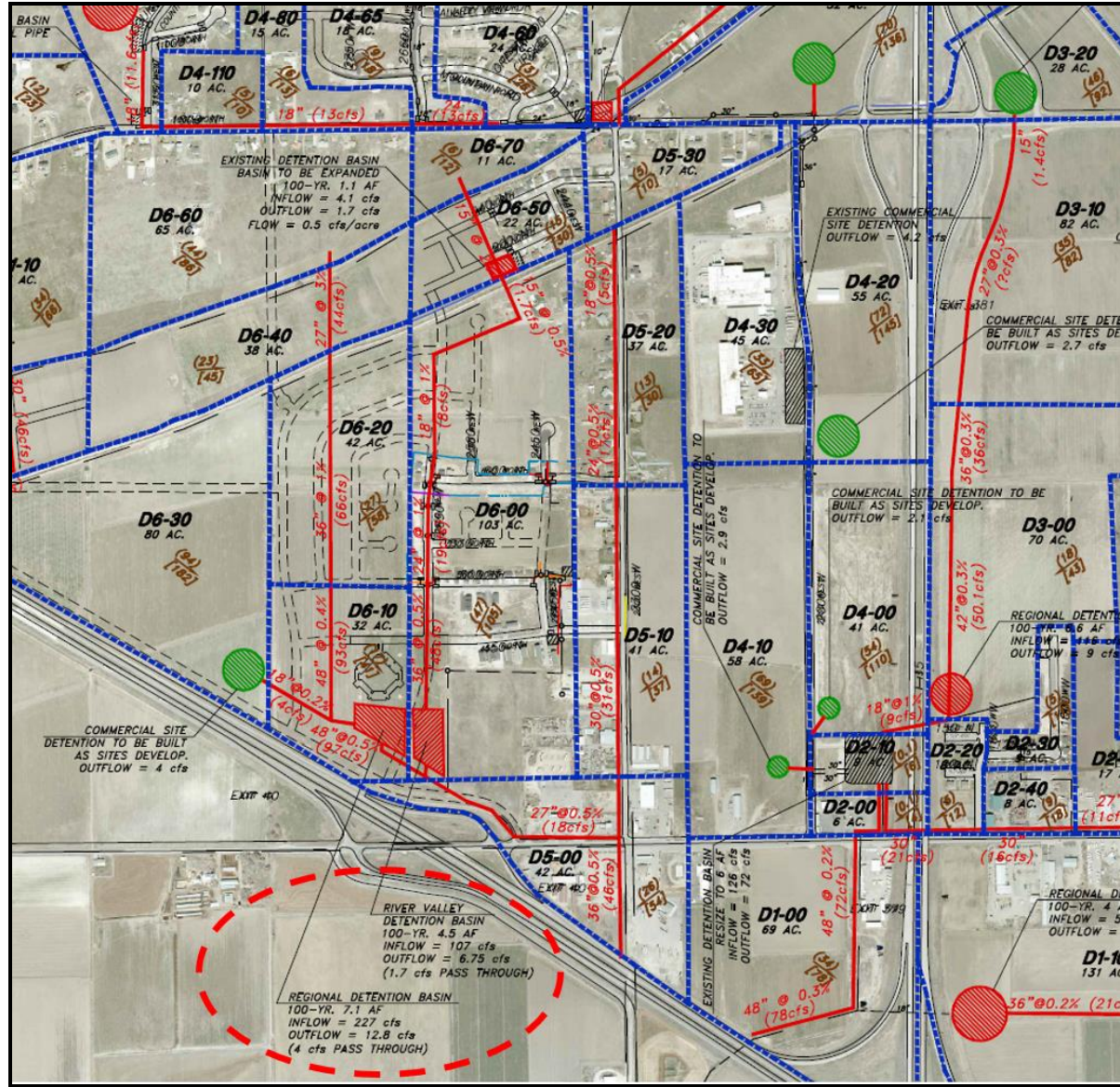
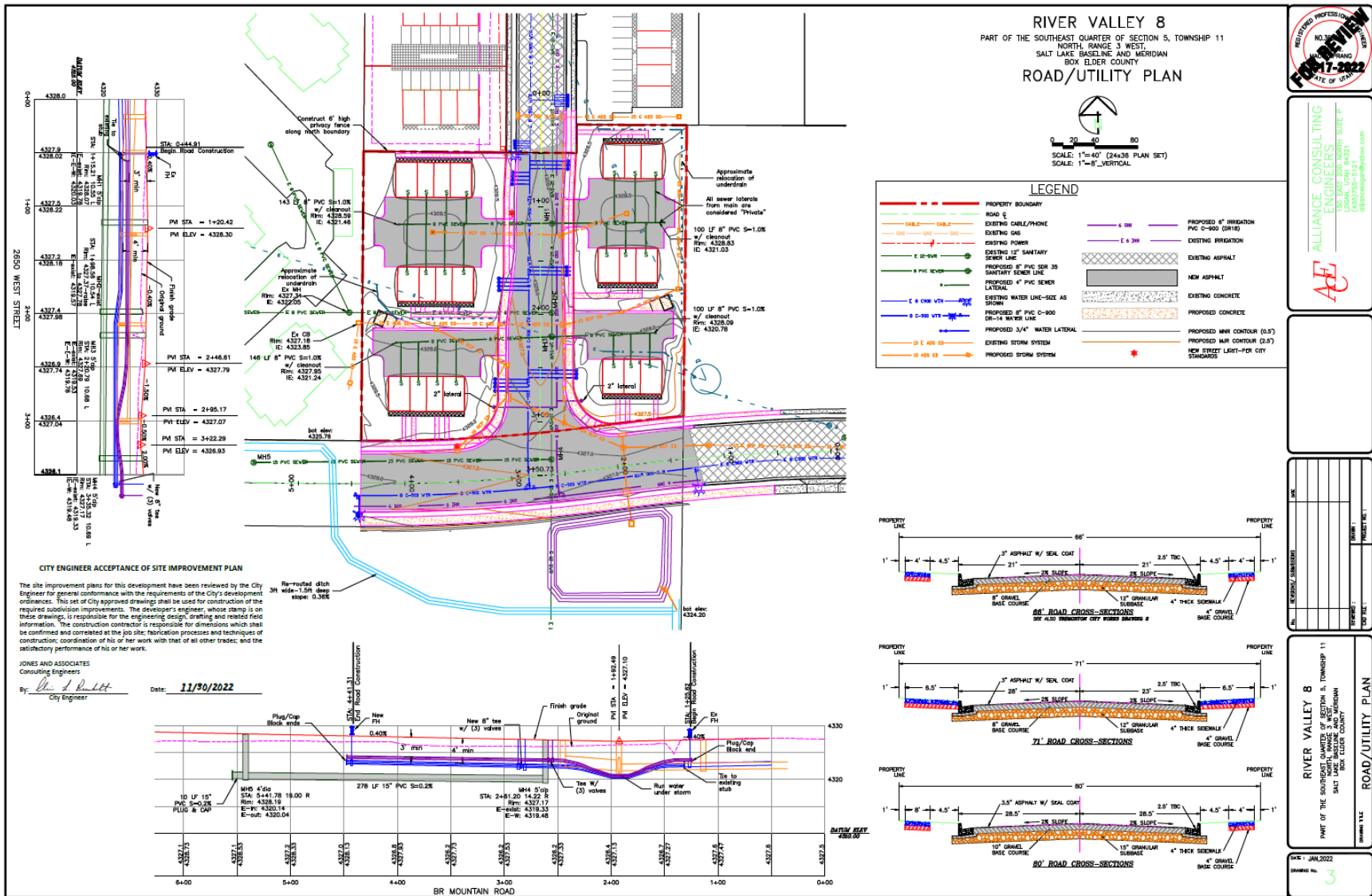




EXHIBIT "C"



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

I, LINSEY NESSEN, the City Recorder of Tremonton, Utah, do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. 23-06, entitled **“AN ORDINANCE OF TREMONTON CITY CORPORATION APPROVING THE VACATION OF A MUNICIPAL UTILITY EASEMENT (MUE) ON PARCEL NO. 05-055-0212 FOR STORM DRAINAGE, WHICH IS LOCATED NEAR THE FUTURE INTERSECTION OF 2650 WEST AND BR MOUNTAIN ROAD”** adopted and passed by the City Council of Tremonton, Utah, at a regular meeting thereof on October 17, 2023 which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2023.

Linsey Nessen
City Recorder

(city seal)

RESOLUTION NO. 23-63

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH LANDMARK DESIGN TO CREATE A WATER USE CONSERVATION ELEMENT AS PART OF THE TREMONTON CITY GENERAL PLAN AND WATER CONSERVING LANDSCAPE ORDINANCE

WHEREAS, Tremonton City is classified as a Fourth-Class City; and

WHEREAS, per 10-9a-403(2)(a)(iv) of Utah Code, Fourth-Class Cities shall adopt water use and preservation element of the general plan by December 31, 2025, that address:

- the effect of permitted development or patterns of development on water demand and water infrastructure;
- methods of reducing water demand and per capita consumption for future development;
- methods of reducing water demand and per capita consumption for existing development;
- opportunities for the municipality to modify the municipality's operations to eliminate practices or conditions that wastewater; and

WHEREAS, Landmark Design is the City's contracted land use consultant and landscape architect; and

WHEREAS, Landmark Design has prepared similar general plan elements in recent months for several cities on the Wasatch Front, including South Ogden, Fruit Heights, Woods Cross, Lindon; and

WHEREAS, Landmark Design has prepared a proposal that will create the required water use and preservation element of the general plan and to amend Tremonton City's landscape ordinance; and

WHEREAS, Tremonton City is desirous of having a general plan element on water use and preservation and an amended landscape ordinance to assist the City in its water conservation efforts; and

WHEREAS, Landmark possesses the requisite experience, staff, and equipment to provide the City with a water use and preservation element of the general plan and to amend Tremonton City's landscape ordinance desired by the City; and

WHEREAS, Landmark's proposal anticipates completion of this project by August 1, 2024; and

WHEREAS, the City desires to enter into a Professional Services Agreement with Landmark to create a water use conservation element as part of the Tremonton City General plan and water conserving landscape ordinance.

NOW THEREFORE, BE IT RESOLVED, by the Tremonton City Council, that the Professional Services Agreement with Landmark to create a water use conservation element as part of the Tremonton City General Plan and water conserving landscape ordinance as attached in Exhibit “A” is approved.

Adopted and passed by the governing body of Tremonton City Corporation this 17th day of October 2023.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT “A”

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is effective this 17th day of October 2023, by and between Tremonton City, a body Corporate and Politic of the State of Utah (“Tremonton” or “City”), and Landmark Design, a Utah corporation (“Landmark”), individually or collectively City and Landmark may be referred to as “Party” or “Parties.”

WHEREAS, Tremonton City is classified as a Fourth-Class City; and

WHEREAS, per 10-9a-403(2)(a)(iv) of Utah Code, Fourth-Class Cities shall adopt water use and preservation element of the general plan by December 31, 2025, that address:

- the effect of permitted development or patterns of development on water demand and water infrastructure;
- methods of reducing water demand and per capita consumption for future development;
- methods of reducing water demand and per capita consumption for existing development;
- opportunities for the municipality to modify the municipality’s operations to eliminate practices or conditions that wastewater; and

WHEREAS, Landmark Design is the City’s contracted land use consultant and landscape architect; and

WHEREAS, Landmark Design has prepared similar general plan elements in recent months for several cities on the Wasatch Front, including South Ogden, Fruit Heights, Woods Cross, Lindon; and

WHEREAS, Landmark Design has prepared a proposal that will create the required water use and preservation element of the general plan and to amend Tremonton City’s landscape ordinance; and

WHEREAS, Tremonton City is desirous of having a general plan element on water use and preservation and an amended landscape ordinance to assist the City in its water conservation efforts; and

WHEREAS, Landmark possesses the requisite experience, staff, and equipment to provide the City with a water use and preservation element of the general plan and to amend Tremonton City’s landscape ordinance desired by the City; and

WHEREAS, Landmark’s proposal anticipates completion of this project by August 1, 2024; and

WHEREAS, the City desires to enter into a Professional Services Agreement with Landmark to create a water use conservation element as part of the Tremonton City General plan and water conserving landscape ordinance.

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

1. **Employment of Landmark.** The City agrees to engage Landmark, and Landmark agrees to furnish all services and materials necessary or desirable to provide the City with a water use and preservation element and water conserving landscape ordinance. Specifically, Landmark shall be responsible for drafting a water use and preservation element of the Tremonton City General Plan and amending the City's landscape ordinance with the objective of conserving water as further detailed in Exhibit "A," which proposal is attached and incorporated hereto as Exhibit "A" to the Agreement.

2. **Fees for Services.** As illustrated in charts in Exhibit A, Landmark Design estimates \$8,000 for the Water Use and Preservation Element and \$16,745 for the Water Conserving Landscape Ordinance (collectively referred to as "Services"), for a total of \$24,745 (the "Fee"), billed as Time and Materials per the contract previously adopted by Resolution No.22-69 (excepting any penalties outlined in paragraph 22 of this Agreement). Landmark's estimated Fee assumes all meetings to be conducted virtually and includes all other fees and reimbursable expenses required to complete both efforts.

Landmark shall submit such invoices monthly after the performance of the underlying services. All such invoices shall be in a form reasonably acceptable to the City and shall include the following: (a) references to the date of the Agreement, (b) itemization and description, in detail, the Services performed, and (c) copies of supporting documents. If the aggregate of all monthly invoices, and the Services are acceptable to City, then City shall pay the amount set forth in the invoice within thirty (30) days of its receipt.

3. **Services Performed in a Professional, Reasonable Manner.** Landmark shall provide the Services in a professional manner in compliance with all applicable laws, ordinances, rules, regulations, and applicable standards of performance, including, but not limited to, the status verify system requirements for contractors of Utah Code Ann. § 63G-12-302. Subject to the foregoing, the exact nature of how the Services are to be performed, and other matters incidental to providing the Services shall remain with Landmark.

4. **Public Information.** Landmark understands and agrees that this Agreement and related invoices, etc., will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et seq.*, and as such may be subject to a public records request.

5. **Alcohol and Drug-free Work Place.** During such time that Services are being provided to the City, Landmark personnel shall not be under the influence of alcohol, any drug, or the combined influence of alcohol or any drug to the degree that renders the person incapable of safely providing the Services. Further, all personnel during such time that they provide Services shall not have sufficient alcohol in their body, blood, or on their breath that would constitute a violation of Utah Code Ann. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle), or any measurable controlled substance in his body that would constitute a violation of Utah Code Ann. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical

control of a vehicle).

6. **Equipment and Facilities.** For purposes of performing the Services, Landmark shall furnish at its sole cost all necessary labor, supervision, equipment, and tools required and incident to performing the Services.

7. **Indemnity.** Landmark shall defend, protect, indemnify, save, and hold harmless the City, including its elected and appointed officials, employees, agents, and contractors, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Landmark providing the Services to City. Nothing herein shall be construed to require Landmark to indemnify City against City's own negligence.

8. **Term.** This Agreement, unless terminated earlier, as detailed in paragraph 11, shall terminate on or before October 15, 2024.

9. **Assignment and Delegation.** Landmark will not assign or delegate the performance of its duties under this Agreement without the prior written approval of the City.

10. **Employment Status.** The Contractor, Subcontractor, and Associates are independent contractors and shall not be eligible for employee benefits from the City such as, but not limited to, health insurance, dental insurance, 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 at the completion of the Tax year in which work is performed.

11. **Termination.** The City may suspend or terminate this Agreement upon thirty (30) days' prior written notice to the Landmark. If this Agreement is suspended or terminated, Landmark shall submit an invoice to the City itemizing and describing reasonable expenses incurred by Landmark before the City's suspension or termination. The City shall pay only reasonable expenses, as determined solely by the Tremonton City Manager, documented in Landmark's submitted invoice. Landmark may appeal the Tremonton City Manager's decision of the amount paid to the Tremonton City Council, whose decision shall be final.

12. **Insurance.** Landmark shall be responsible for obtaining its own Worker's Compensation Insurance and Employer's liability insurance. Additionally, Landmark shall be required to possess errors and omissions insurance coverage.

13. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three (3) days after such notice is deposited in the United States Mail, postage prepaid, and addressed to the Parties as set forth below:

Tremonton: Shawn Warnke
Tremonton Civic Center
102 S. Tremont St.
Tremonton, UT 84337

Landmark: Landmark Design
850 South 400 West, Studio104
Salt Lake City, Utah 84101

14. **Claims and Disputes.** Claims, disputes, and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the First Judicial District Court in and for Box Elder County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, Landmark shall continue to perform the Services during any such litigation, and City shall continue to make payments to Landmark in accordance with the terms of this Agreement.

15. **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.

16. **Product of Services Patents, Copyrights, Etc.** The results of Services shall constitute “work made for hire” for the City. The 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. If the results of any Services are not determined to be “work made for hire,” or if the City is not considered the owner of all such rights, Landmark hereby assigns to the City, without reservation, all rights, title, and interests (including, but not limited to, the copyright and any extension or renewal thereof) in and to all narratives, models, photographs, and other expressions created by Landmark pursuant to this Agreement.

The City, in return, hereby grants to Landmark a nonexclusive license to reproduce narratives, drawings, and photographs of expressions created by Landmark for marketing materials. No other copyrights are included in this grant of a nonexclusive license to Landmark. Landmark shall, upon request, execute, acknowledge, and deliver to the City such additional documents, as Landmark may deem necessary or advisable to evidence and effectuate the assignment and the City’s rights under this Agreement. Landmark will indemnify and hold the City, its officers, agents, elected officials, and employees harmless from liability of any kind or nature, including Landmark’s use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the Services.

17. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

18. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

19. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

20. **Entire Agreement and Modification of Agreement.** This Agreement and exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the Parties.

21. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond that Party's reasonable control.

22. **Time of the Essence and Penalties.** Landmark agrees that time is of the essence associated with the Services in this Agreement. Barring any Force Majeure, Landmark shall complete the Services identified in paragraph 1 and the attached Exhibit "A" by October 15, 2024. If Landmark is not able to complete the Services in the allotted time, due to delays caused by Landmark, then Landmark agrees to accept as a penalty a twenty-five percent (25%) reduction in its Fee. If this penalty is applied because Landmark fails to complete the Services as contained in this Agreement, Landmark agrees to return to the City twenty-five percent (25%) of any previously paid amounts upon the City's written noticing of missing the deadline. If the penalty is applied, Landmark agrees to continue in all diligence and good faith to complete the work as soon as possible.

23. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then-existing or subsequently occurring breach.

24. **Rights and Remedies.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

25. **Severability.** If any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition contained herein. If such condition,

covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

26. **Exhibits and Recitals.** The recitals set forth above, and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

27. **Conflicts of Interest.** Landmark represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the City to secure favorable treatment with respect to being awarded this Agreement.

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

29. **Survival of Terms.** Any term in the Agreement intended by its nature to survive the execution date of the Agreement, shall so survive.

IN WITNESS WHEREOF, City caused this Agreement to be signed, and Landmark has caused the same to be signed and delivered.

TREMONTON CITY

By: _____

Its: _____

Date: _____

LANDMARK DESIGN

By: _____

Its: _____

Date: _____

EXHIBIT "A"

Tremonton City
Attn: Shawn Warnke
City Manager
102 South Tremont St
Tremonton, Utah 84337

10 October 2023



Landmark Design
LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens
850 South 400 West | Studio 104
Salt Lake City, Utah 84101
801.474.3300
www.lidi-ut.com

A PROPOSAL TO PREPARE

1. A WATER USE AND PRESERVATION ELEMENT AS PART OF THE TREMONTON GENERAL PLAN; and
2. WATER CONSERVING LANDSCAPE ORDINANCES AS PART OF THE MUNICIPAL CODE

Landmark Design is pleased to present our proposal to prepare a Water Use and Preservation Element of the General Plan and Water-Conserving Landscape Ordinances. We have prepared similar elements in recent months for several cities on the Wasatch Front, including South Ogden, Fruit Heights, Woods Cross, and Lindon, and we are prepared to leverage our expertise and experience to your assistance.

1. PROPOSAL TO PREPARE A WATER USE AND PRESERVATION ELEMENT AS PART OF THE TREMONTON GENERAL PLAN;

Our proposal is to meet the requirements of SB-110, which requires municipalities and counties to amend their general plan to consider how land use planning impacts water use. More specifically, the new law requires that the Planning Commission must make conservation-related recommendations to the City Council, which must then amend the general plan to include a water conservation element by December 31, 2025.

We propose to work closely with the Tremonton City Engineer and/or Public Works Director, who will be responsible for addressing the items below marked in **red** text below. Landmark Design will collaborate with the City on the items marked in **blue**, and we will lead all other portions of the planning effort as indicated in black text. The Water Use and Preservation Element will address the following items mandated in the newly adopted legislation:

1. **The effect of permitted development or patterns of development on water demand and water infrastructure;**
2. **Methods of reducing water demand and per capita consumption for future and existing development;**
3. **Opportunities to modify municipal operations to conserve water;**
4. **Recommended Division of Water Resources regional water conservation goals and plans; and**
5. Address principles of sustainable landscaping.

The Water Use and Preservation Element will also:

1. Include water conservation policies;
2. Recommend ordinance changes that promote the efficient use of water and include landscaping options that do not require the use of lawn or turf in park strips;
3. Recommend water-conserving standards for new developments; and
4. Include additional water demand reduction strategies as applicable.

The following is a summary of the process and approach we propose for completing this portion of the project.

Task 1: Background and Existing Conditions

Landmark Design will meet with key city staff in a kickoff meeting for the project to receive pertinent information about specific needs and requirements. This will include review of any existing water use documentation and/or existing goals as determined by the City. We will also coordinate with the City Engineer and/or Public Works Director to collect information relevant to the plan as previously discussed. All information received will be reviewed and analyzed to develop recommendations for the draft plan.

Deliverables: Kickoff Meeting with City Staff

Task 2: Draft Water Use and Preservation Plan

Based on our analysis of existing conditions, we will prepare a draft of the water use plan, incorporating all important components as detailed previously. The plan will include a matrix summarizing how the plan addresses all State requirements. We will meet with City staff on two occasions to review the draft, and once with the Planning Commission, afterwards revising the draft as necessary.

*Deliverables: Draft Water Use and Preservation Plan and Revisions
Review Meetings w/Staff (2)
Draft Review w/Planning Commission*

Task 3: Final Plan and Presentations

Based on the direction provided during our review meetings, Landmark Design will modify and revise the plan in its final format. We will present the final plan to the Planning Commission and City Council as part of the adoption process.

*Deliverables: Draft Final Water Use and Preservation Plan
Planning Commission Meeting: Presentation
City Council Meeting: Presentation*

2. PROPOSAL TO PREPARE WATER CONSERVING LANDSCAPE ORDINANCES AS PART OF THE TREMONTON MUNICIPAL CODE

The following is a summary of the process and approach we propose for completing this portion of the project.

Task 1: Project Kickoff

Prior to commencing work, Landmark Design would like to meet with you and key city staff to ensure we receive pertinent information about the specific needs and requirements of the project. This will include (1) up-to-date copies of local water plans, (2) design, construction, and maintenance standards that need to be considered, and (3) specific model codes or approaches to be considered. We assume that existing ordinances will be revised if possible, although we are prepared to create a new set of ordinances that address public/commercial/industrial/residential project properties, as well as smaller-scale residential sites and uses if applicable.

Deliverables: *Kickoff Meeting with City Staff*

Task 2: Model Codes and Best Practices

We recommend that the revised ordinances utilize model codes and best practices that have proven effective in our region and similar settings. We will identify and assess up to three model code approaches, including the *LocalScapes* precedent developed by Jordan Valley Water Conservation District. The results of this analysis will be presented for discussion and code-development direction.

Deliverables: *Existing Codes and Ordinance Review*
Model Codes and Best Practice Approach
Staff Meeting 2: *Virtual Meeting to Select the Ordinance Approach*

Task 3: Draft Water Conservation Landscape Changes and Modifications

Once a clear direction on the type of code to be developed has been determined, Landmark Design will prepare a draft code for your review. These will detail specific standards and requirements, introducing new elements that encourage more unified implementation.

Deliverables: *Preliminary Draft - Ordinances and Guidelines*
Preliminary Draft – Graphics and Illustrations
Staff Meetings 3 & 4: *Reviews of Draft Ordinance*
Planning Commission Meeting: *Discussion/Review of Draft Ordinance*

Task 4: Final Ordinances & Presentations

Based on the direction provided during meetings 3 and 4, Landmark Design will modify and revise the ordinance, which will facilitate the eventual adoption and codification of the ordinance by others. We will present the final ordinance to the Planning Commission and City Council as part of the adoption process.

Deliverables: *Draft Final - Ordinances and Guidelines including Graphics and Illustrations*

Final Revisions based on comments received

Planning Commission Meeting: Presentation
City Council Meeting: Presentation

Proposed Schedule

Landmark proposes completing the tasks outlined above in approximately nine months. We assume that presentations to the Planning Commission and City Council will occur after the public review and revision process is complete. Assuming we are under contract by November 1, 2023, we anticipate completing work by August 1, 2024, with adoption presentations to follow.

Fee Proposal

As illustrated in charts in Exhibit A, Landmark Design estimates \$8,870 for the Water Use and Preservation Element and \$17,095 for the Water Conserving Landscape Ordinance, for a total of **\$25,965**, billed as Time and Materials per our term contract. Our fee proposal assumes all meetings to be conducted virtually and includes all other fees and reimbursable expenses required to complete both efforts. Please feel free to contact us to ensure our scope and schedule meet your needs.

Landmark Design, Inc. bills monthly for work and time completed on the project. To the maximum extent permitted by law, the Client agrees to limit Landmark Design, Inc.'s liability to the amount of Landmark Design, Inc.'s professional fee for services rendered. This limitation shall apply regardless of cause of action or legal theory pled or asserted.

ACCEPTED (on behalf of the Tremonton City) Date

ACCEPTED (on behalf of Landmark Design) Date

Feel free to contact me if you have any comments or questions. We look forward to working with you in the near future.

Yours Sincerely,



Sam Taylor, PLA, ASLA
Principal + Owner
Landmark Design
samt@ldi-ut.com

Exhibit A: Fee Proposals

| WATER USE AND PRESERVATION ELEMENT FEE PROPOSAL BY TASK AND PERSONNEL | | | | | |
|--|------------------------|------------|----------------|----------------|----------------|
| TASK RATE | HOURS | | FEES | | TOTAL |
| | Principal/P M | LA/Planner | Principal/PM | LA/Planner | |
| | | | \$175 | \$130 | |
| Task 1: Background and Existing Conditions | | | | | |
| <i>Kickoff Meeting with Key Staff</i> | 1 | 0 | \$175 | \$0 | \$175 |
| <i>Technical Coordination w/City Engineer and others</i> | 2 | 2 | \$350 | \$260 | \$610 |
| <i>Data Collection and Analysis</i> | 1 | 4 | \$175 | \$520 | \$695 |
| | Subtotal Task 1 | 4 | \$700 | \$780 | \$1,480 |
| Task 2: Draft Water Use and Conservation Plan | | | | | |
| <i>Draft Water Use Plan</i> | 4 | 28 | \$700 | \$3,640 | \$4,340 |
| <i>Review Meetings with Staff</i> | 2 | 2 | \$350 | \$260 | \$610 |
| <i>Planning Commission Meeting Presentation</i> | 2 | 0 | \$350 | \$0 | \$350 |
| | Subtotal Task 2 | 8 | \$1,400 | \$3,900 | \$5,300 |
| Task 3: Final Plan and Presentations | | | | | |
| <i>Draft Final Water Use Plan</i> | 2 | 8 | \$350 | \$1,040 | \$1,390 |
| <i>Planning Commission Meeting Presentation</i> | 2 | 0 | \$350 | \$0 | \$350 |
| <i>City Council Meeting Presentation</i> | 2 | 0 | \$350 | \$0 | \$350 |
| | Subtotal Task 3 | 6 | \$1,050 | \$1,040 | \$2,090 |
| TOTAL | 36 | 88 | \$3,150 | \$5,720 | \$8,870 |

| WATER CONSERVING LANDSCAPE ORDINANCE FEE PROPOSAL BY TASK AND PERSONNEL | | | | | |
|---|------------------------|------------|-----------------|----------------|-----------------|
| TASK RATE | HOURS | | FEES | | TOTAL |
| | Principal/P M | LA/Planner | Principal/PM | LA/Planner | |
| | | | \$175 | \$130 | |
| Task 1: Project Kickoff | | | | | |
| <i>Kickoff Meeting with Key Staff</i> | 2 | 0 | \$350 | \$0 | \$350 |
| | Subtotal Task 1 | 2 | \$350 | \$0 | \$350 |
| Task 2: Model Codes and Best Practices | | | | | |
| <i>Existing Codes and Ordinance Review</i> | 4 | 2 | \$700 | \$260 | \$960 |
| <i>Model Codes and Best Practice Approach</i> | 4 | 4 | \$700 | \$520 | \$1,220 |
| <i>Staff Meeting 2: Review and Selection of Ordinance Approach</i> | 2 | 2 | \$350 | \$260 | \$610 |
| | Subtotal Task 2 | 10 | \$1,750 | \$1,040 | \$2,790 |
| Task 3: Draft Water Conservation Landscape Changes and Modifications | | | | | |
| <i>Preliminary Draft - Ordinances and Guidelines</i> | 24 | 2 | \$4,200 | \$260 | \$4,460 |
| <i>Preliminary Draft – Graphics and Illustrations</i> | 2 | 16 | \$350 | \$2,080 | \$2,430 |
| <i>Staff Meetings 3 & 4: Reviews of Draft Ordinance</i> | 4 | 2 | \$700 | \$260 | \$960 |
| <i>Planning Commission Meeting</i> | 2 | 0 | \$350 | \$0 | \$350 |
| | Subtotal Task 3 | 32 | \$5,600 | \$2,600 | \$8,200 |
| Task 4: Final Ordinances & Presentations | | | | | |
| <i>Draft Final - Ordinances and Guidelines including Graphics</i> | 12 | 12 | \$2,100 | \$1,560 | \$3,660 |
| <i>Final Revisions based on comments received</i> | 4 | 4 | \$700 | \$520 | \$1,220 |
| <i>Planning Commission Meeting: Presentation</i> | 3 | 0 | \$525 | \$0 | \$525 |
| <i>City Council Meeting: Presentation</i> | 2 | 0 | \$350 | \$0 | \$350 |
| | Subtotal Task 4 | 21 | \$3,675 | \$2,080 | \$5,755 |
| TOTAL | 65 | 44 | \$11,375 | \$5,720 | \$17,095 |

RESOLUTION NO. 23-64

ADOPTING A PROFESSIONAL SERVICES AGREEMENT WITH DOWNTOWN REDEVELOPMENT SERVICES, AN URBAN DESIGN FIRM, TO DESIGN IMPROVEMENTS AT MIDLAND SQUARE ASSOCIATED WITH THE CITY'S IMPLEMENTATION OF A RURAL COMMUNITIES OPPORTUNITY GRANT AWARD

WHEREAS, Tremonton City applied for and received a Rural Communities Opportunity Grant (RCOG) from the State of Utah to improve Midland Square; and

WHEREAS, these granted funds are to be used to construct a permanent stage area, power pedestals for vendors, and public restrooms (collectively referred to as "improvements"), transforming Midland Square from a public park to a public plaza where the City will program events and activities; and

WHEREAS, Tremonton City desires to have a professional designer perform the design work to improve the outcomes of this highly visible public space; and

WHEREAS, Tremonton City published two separate requests for proposals and qualifications from architects or urban design firms to provide design services for the improvements at Midland Square on or around August 15, 2023, and September 18, 2023 (See Exhibit "A"); and

WHEREAS, more specifically, the City desired proposals and qualifications from architects or urban design firms to prepare practical plans relating to the design and site layout of these improvements that include the appropriate level of detail to facilitate the City Engineer in preparing construction documents for the improvements to be constructed; and

WHEREAS, Downtown Redevelopment Services (hereafter known as "Contractor") submitted a response to the City's request for proposals and qualifications from architects or urban design firms to provide design services to plan and design improvements at Midland Square (See Exhibit "B"); and

WHEREAS, the Contractor was a subcontractor on the *Tremonton Main Street Urban Design Plan*, creating Section 4 of the *Main Street Streetscape Design*, providing Tremonton City with high-quality urban design for Main Street; and

WHEREAS, the Contractor has assembled a team of other professionals (hereafter known as "Associates" and "Subcontractors") to assist the Contractor in providing design services and deliverables for the improvements at Midland Square; and

WHEREAS, on October 10, 2023, a selection committee comprised of the Mayor, City Manager, Main Street Manager, Public Works Director, Parks & Recreation Director, and City Engineer interviewed the Contractor and heard a presentation as contained in Exhibit "C" regarding the Contractor's proposal for the project; and

WHEREAS, the selection committee recommends that Tremonton City select this firm as the urban design firm to design Midland Square improvements; and

WHEREAS, the Contractor and its Associates and Subcontractors possess highly specialized skills and talents associated with urban design; and

WHEREAS, the City is desirous to enter into a professional services agreement with the Contractor, wherein the Contractor will provide the City professional urban design services; and

WHEREAS, the Contractor is desirous to provide the City with urban design services, specific to Midland Square.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Tremonton, Utah, hereby approves a Professional Services Agreement with Downtown Redevelopment Services, an urban designer firm, to design improvements (restroom, permanent stage, and electrical pedestals) at Midland Square associated with the City's implementation of a Rural Communities Opportunity Grant award as contained in Exhibit "D."

PASSED AND ADOPTED by the Tremonton City Council on the 17th day of October 2023. To become effective upon passage.

TREMONTON CITY CORPORATION
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT “A”

REQUEST FOR PROPOSAL AND QUALIFICATIONS FOR ARCHITECT OR URBAN DESIGNER TO DESIGN IMPROVEMENTS FOR MIDLAND SQUARE IN TREMONTON, UTAH

1. Request for Proposals & Qualifications.

Tremonton City (also referred to as “City”) is soliciting competitive sealed proposals and qualifications from architects or urban design firms to provide design services to plan and design improvements for Midland Square in Tremonton, Utah.

Tremonton City applied for and received a Rural Communities Opportunity Grant (RCOG) from the State of Utah to improve Midland Square. The granted funds are to be used to construct a permanent stage area, power pedestals for vendors, and public restrooms (collectively referred to as “improvements”), transforming Midland Square from a public park to a public plaza where the City will program events and activities.

The City desires proposals and qualifications from architects or urban design firms to prepare practical plans relating to the design and site layout of these improvements that include the appropriate level of detail to facilitate the City Engineer and City Landscape Architect in preparing construction documents for the improvements to be constructed. The City anticipates that the deliverables may include a site plan, architectural renders, and elevations of the stage and restroom. For more information, please see section 3. **Scope of Services** of this request.

2. Background.

Tremonton City’s Location. Tremonton City is situated in the northern end of Utah, nestled just west of the northern Wasatch Mountains. It is 18 miles north of Brigham City, the Box Elder County seat, and approximately 20 miles south of the Idaho border at the junction of I-15 and I-84. Tremonton City was founded in 1903 and currently has a population of roughly 11,500 residents.

Midland Square. In 1994, one of the most prominent buildings within Tremonton City’s downtown, the Midland Hotel, was destroyed by fire. After months of discussion, consideration, and community input, the City purchased the property where the Midland Square Hotel was previously located and set out to create a public park now referred to as Midland Square.

When Midland Square was first conceived, the plans contained in Attachment “1” for this public space included the construction of a permanent stage. However, the stage was omitted due to scarce funding, and the public space was constructed without power pedestals for vendors and public restrooms.

As currently configured, Midland Square is a 0.6-acre public park located at 100 West and Main Street intersection. Although Midland Square is situated in the heart of downtown Tremonton and is beautifully landscaped, the space does not have facilities to accommodate public events or programs and the gathering of people.

Revitalization of Tremonton Downtown. During the past 100 years, Main Street has been a central economic element of Tremonton City. Tremonton City official acknowledges that the entire community is judged based on downtown's quality and economic vitality. As such, City Officials, past and present, are focusing on the economic objective of making the City's downtown vibrant and thriving, where people gather and do business.

Tremonton City is starting to see the success of previous revitalization efforts. The City has improved the vibrance of downtown by investing in public art, including murals and sculptures, in which the City has received media exposure and public awards for its efforts. In addition, the City's downtown area has recently been listed on the National Register of Historic Places. The City is actively working on implementing a comprehensive wayfinding signage system to direct visitors to the downtown area and increase economic activity.

The objective of Revitalizing Midland Square. Tremonton City desires to continue its Downtown revitalization efforts by improving Midland Square. To receive the needed funding, Tremonton City applied for and received a Rural Communities Opportunity Grant (RCOG) from the State of Utah to improve Midland Square. The granted funds will be used to construct a permanent stage area, power pedestals for vendors, and public restrooms, transforming Midland Square from a public park to a public plaza where the City will program events and activities with the economic objective of attracting new small businesses to Tremonton, increasing retail sales, and ultimately increasing sales tax revenue.

Roger Brooks, President and CEO of Destination Development and a consultant for the State of Utah on Main Street revitalization, advises that downtown areas will realize increased economic prosperity by creating public plazas and programming these public spaces with events and activities. It is worth noting that some of the most successfully developed retail districts along the Wasatch Front, such as the Gateway District, City Creek, and Farmington Station, have designed and developed plazas for public gathering space.

“People are gravitating back to downtowns – not for the downtown shopping of yesteryear, but as the community’s central gathering place. If you can create an activity that will attract your locals downtown, retailers will be back – and they will be open the hours the people are there.”

-Roger Brooks

Creating a public plaza where people gather downtown and the City will program events is consistent with several economic strategies and previous planning processes in Tremonton. As early as the 2002 General Plan, the City identified as Goal 4.1 the need to attract and encourage shopping downtown. Specifically, Objective 4.1.5 stated the need to facilitate cultural activities to attract shoppers to the downtown area. Constructing a stage, restroom, and power pedestals will help to facilitate these cultural events.

In 2013, the City received a planning grant from the American Institute of Architects. They provided a Sustainable Design Assistance Team (SDAT) to study Tremonton Main Street and how

to improve the economic vitality of this area. One of the SDAT observations and recommendations was as follows:

“In touring the length of Tremonton Main Street, the SDAT observed that although there are several public spaces on Main Street, almost none of them can support the kind of programming and events that are critical to the success of a Main Street District. Midland Square was studied, given its location within the central downtown district.”

“Midland Square holds excellent potential for merchants to realize added shoppers due to this public space located directly on Main Street. To increase activity at Midland Square, the City should add improvements that allow this public space to be programmed for activities and events, such as a stage for performances and similar improvements.”

-Sustainable Design Assistance Team (SDAT)

There is no project Tremonton can invest in that will have a greater return on investment than a programmed plaza.

Programming Midland Square. In addition to the need for a stage, restrooms, and power pedestal, the City’s previous economic plans for Main Street called for a Main Street Manager. In 2022, the City created and hired an individual to fill the position of Main Street Manager to facilitate promotions, events, and activities for the downtown area.

The Tremonton Main Street Manager has and is in the process of programming Midland Square with events and activities. One of the events that the Main Street manager created is the farmers’ market at Midland Square, which occurred during the spring, summer, and fall months of 2022. This farmers’ market was a huge success. During each farmers’ market, more than thirty vendors and food trucks sold produce, baked items, crafts, and food. Hundreds of people participated in the event, a success for vendors and many of our downtown businesses. Many vendors sold out at every event, and merchants boasted of having increased foot traffic and sales on the days of the farmers’ market.

While the Midland Square farmers’ market was successful, the event demonstrated the need to improve this space with a permanent stage, additional power pedestals for vendors, and a public restroom. With funds from the Rural Communities Opportunity Grant, the City will transform Midland Square into a plaza for the public to gather. With the upgraded facilities, the Tremonton City Main Street Manager will create year-round active and passive activities and events, including concerts (May – October), farmer’s markets (May – October), outdoor movies (June – August), “Welcome to Tremonton” – county fair kickoff party (August), fine arts (Summer), food trucks (May – October), Trick or Treat on Main (October) and holiday events (November – December and February).

3. Scope of Services

The City desires proposals and qualifications from architects or urban design firms to provide professional services regarding the design of a permanent stage, power pedestals for vendors, a public restroom, and ancillary amenities (dining tables, chairs, etc.), hereafter referred to as “improvements” at Midland Square located at Main Street and 100 West in Tremonton, Utah.

Restroom, Stage, and Power Pedestals. The City is seeking an architect or urban design firm to lead designing of restrooms, stage, and power pedestals for Midland Square. This effort will include determining the correct size, composition, materials, and location of these structures, considering such factors as potential programming, accessibility, and the physical constraints of the site, etc.

Site Layout & Ancillary Amenities. The City also desires the architect or urban design firm to provide a site layout for Midland Square incorporating the location of the restroom and stage, the location for the power pedestals, and other ancillary improvements such as tables and chairs for dining. The City anticipates that including tables and chairs for dining will encourage people to linger longer and enjoy these amenities in Midland Square and the historic downtown area.

When considering incorporating ancillary improvements and the siting of the restroom and stage, the City desires the architect or urban design firm to generally work within the constraints of the existing design of Midland Square to increase the financial feasibility of constructing these improvements.

Deliverables. The City desires that the selected architect or urban designer prepare practical plans that include the appropriate level of detail to facilitate the City Engineer in preparing construction documents for the improvements to be constructed and the City’s Landscape Architect to prepare landscaping plans. More specifically, the City does not want an over-design plan set. To this end, the exact details of the Deliverable are to be proposed. However, the City would anticipate that the deliverables may include a site plan, architectural renders, and elevations of the stage and restroom.

Other Design Professionals. As noted in this document, the City desires that the selected architect or urban designer prepare practical plans that include the appropriate level of detail to facilitate the City Engineer in preparing construction documents for the improvements to be constructed and the City’s Landscape Architect to prepare landscaping plans. Below is additional information about the City Engineer and City Landscape Architect.

- Jones & Associates- Engineering Services. For over twenty years, the City has used Jones & Associates to provide civil engineering services to Tremonton City. Jones & Associates is capable of providing engineering services relating to structures as well as utility plans. Jones & Associates will create the construction documents based on the architect or urban designer’s plan. The City envisions the architect or urban designer firm collaborating with Jones and Associates during the design process on the stage, restroom, and utility issues associated with the restroom and power pedestal, etc. The City Engineer is Chris Breinholt and can be reached at 801-476-9767 or chrisb@jonescivil.com
- Landmark Design- Landscape Architectural Services. For the past two years, the City has

used Landmark Design to assist the City in long-range plans and landscape projects. The City envisions that the architect or urban design firm would collaborate with Landmark Design on the landscaping elements of the project associated with site restoration or contemplated landscaped enhancements during the design process. The City Landscape Architect is Sam Taylor with Landmark Design and can be reached at 801-474-3304 or samt@ldi-ut.com

RCOG Requirements. The City has been awarded a Rural Communities Opportunity Grant (RCOG) grant for this project at Midland Square. As a part of its requirements, the City must complete this project within two years, being the end of 2024. The timeframe for the project requires that the selected architect or urban design firm quickly complete the scope of services contained herein. The selected architect or urban design firm must also comply with all applicable Rural Communities Opportunity Grant (RCOG) and regulatory requirements in performing services.

Design Cues. The City has undertaken several planning projects that might provide design cues for the architect or urban design firm to consider when undertaking this project, which include an urban design plan, prominent landmarks lost, and community branding. Included in Attachment “3” is a summary of these projects.

4. Budget

In pursuing the Rural Communities Opportunity Grant (RCOG), Jones & Associates, the City’s Engineering firm, developed a cost estimate for a permanent stage, power pedestals for vendors, and a public restroom. Jones & Associates estimated these improvements to cost approximately \$579,600. The City received \$405,720 in grant funds from the Rural Communities Opportunity Grant. According to the grant requirements, the City is required to provide a 30% match for the grant. A detailed breakout of Jones’ estimate is included below. To the degree feasible, the City desires to stay within the budget included below. A more precise estimate of the costs of the improvements is included in Attachment “2.”

| Tremonton City Midland Square Improvements Budget | |
|--|----------------------|
| Project Costs | |
| Stage | \$ 225,000.00 |
| Electrical Power Upgrades | \$ 39,000.00 |
| Restroom | \$ 220,000.00 |
| Landscaping(removal/install) | \$ 20,000.00 |
| Planning and Engineering | \$ 75,600.00 |
| TOTAL | \$ 579,600.00 |
| Project Revenues | |
| Rural Communities Opportunity Grant | \$ 405,720.00 |
| Tremonton Matching Funds | \$ 173,880.00 |
| TOTAL | \$ 579,600.00 |

5. Compensation for Services (Fees)

The City intends to enter into a professional services contract with the selected architect or urban design firm for this Midland Square Project. Compensation for the services rendered is based on a time-expended basis with an agreed maximum not to exceed value.

6. Evaluation Criteria and Selection Procedures

The evaluation criteria and selection procedures for an architect or urban design firm is included in this section. The City will consider proposals and qualifications that are most advantageous to the City and other factors deemed and not be based solely on the price. However, the price may be a significant consideration.

Evaluation Criteria:

The architect or urban design firm is required to respond to the following in their submitted Qualifications and Proposal:

Qualifications:

The name of the project architect or urban design firm, and the managing principal, if applicable.

The architect or urban design firm address of the principal place of business.

- i. The size of the architect or urban design firm's staff, current workload, and the ability to prepare the needed work for the Midland Square project in a timely manner.

Identification and role of specific individuals in the architectural or urban design team and/or its consultants that are being proposed to perform the work for the project and the time commitments of these individuals performing work on the project.

- ii. Identify the qualifications, experience, and background of each individual in the architect or urban design firm that is being proposed to perform the project.
- iii. Images of relevant experience designing stages, restrooms, and site plans.

A list of references, including names, addresses, emails, and phone numbers of no more than four individuals or organizations familiar with the architect or urban design firm's performance.

Include any reference for individuals who are familiar with similar projects previously completed by the architect or urban design firm.

Proposal:

A proposal for how the architect or urban designer will facilitate the design process to determine such items as the correct size, composition, materials, and location of the stage, restrooms, and power pedestals when considering such factors as potential programming, accessibility, and the physical constraints of the site.

A proposal of the overall approach of how the architect or urban designer will create the design of the stage, restrooms, and power pedestals and how they will collaborate with the City Engineer and City Landscape Architect in the design process.

A proposal of the deliverables provided to the City and what documents will be provided to the City Engineer and City Landscape Architect that they can use in preparing construction documents for the permanent stage, power pedestals for vendors, public restroom, and ancillary improvements (such as table and chairs for dining). The City would anticipate that the deliverables may include such items as a site plan, architectural renders, and elevations of the stage and restroom.

A project schedule and timeline of the tasks to be undertaken and accomplished by the architect or urban design firm in providing the City scope of services contained herein and the approach to the project that the architect or urban design firm will take.

An approximation of the number of hours, the related costs to provide the City with the scope of services contained in the architect or urban design firm's proposal, and the applicable hourly rates or multiplier for the base rates of individuals employed on the project. Compensation for the services rendered is based on a time-expended basis with an agreed maximum not to exceed value.

b. Selection Procedures:

i. The City's selection committee may include the Mayor, City Manager, Main Street Manager, Public Works Director, Parks & Recreation Director, and City Engineer.

ii. The selection committee will review all architect or urban design firm submissions and, utilizing a matrix of pre-determined, weighted values for each required item, select the architects or urban design firms receiving the highest scores in the evaluation process.

a. The selection committee may decide to interview the highest-scoring architects or urban design firms. (If the City decides to interview the highest-scoring architects and urban design firms, the City will determine the date, time, and location of the interview. The interview may be conducted by phone, internet, or other electronic means.)

iii. The architects or urban design firms receiving the highest scores will be

identified as the primary and secondary architects or urban design firms, respectively.

- iv. The City will then negotiate with the primary architect or urban design firm to establish the value of compensation and other relevant issues.
- v. If the City cannot negotiate a mutually acceptable contract with the primary architect or urban design firm, it reserves the right to terminate negotiations and then undertake negotiations with the secondary architect or urban design firm.

7. General Conditions for Proposals and Qualifications

- a. Failure to read the Request for Proposal and Qualifications and comply with its instructions will be at the architect or urban design firm's own risk.
- b. All prices and notations must be printed in ink or typewritten. Errors may be crossed out, and corrections printed in ink or typewritten adjacent to the corrected error. The person signing the proposal must initial all corrections in ink.
- c. Corrections or modifications received after the closing time in this request for proposal and qualifications will not be accepted.
- d. The proposal and qualifications must be signed by a designated firm representative or officer who is authorized to bind the architect or urban design firm contractually. Submission of a signed proposal and qualifications to the City will be interpreted to indicate the architect or urban design firm's willingness to comply with all terms and conditions set forth herein.

8. Proposal and Qualifications Submission

- a. Proposals and qualifications must be emailed at lnessen@tremontoncity.com or hand-delivered to the office of Linsey Nessen, City Recorder, at 102 S. Tremont Street, Tremonton, UT 84337, on or before (9:00 a.m.) on (October 2, 2023). PROPOSALS RECEIVED AFTER (9:00 A.M. ON OCTOBER 2, 2023) WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS.
- b. Emailed proposals shall have "Midland Square Project" in the subject line. Hand-delivered proposals must be submitted in a sealed envelope clearly bearing the name of the architect or urban design firm, address, and title of the project being the "Midland Square Project."

9. Award

The City reserves the right to reject all proposals. The City also reserves the right to waive any irregularity, informality, or technicality in the proposals in its best interest and is not obligated to award a contract based upon the lowest priced submission. If terms cannot be mutually agreed upon, the City will enter into negotiations with the secondary architect or urban design firm.

10. Written Agreement

The successful architect or urban design firm will be required to enter into a written agreement with the City in a form acceptable to the City.

11. Omissions

Should the Request for Proposals and Qualifications not contain sufficient information for the applicant to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in this request for proposals and qualifications are not clear or contradictory, then the architect or urban design firm may obtain written clarification from the project manager at least twenty-four (24) hours prior to the required time and date for proposal submission. The architect or urban design firm shall include a copy of the written clarification with its submission.

12. Equal Opportunity and Affirmative Action Program

The successful architect or urban design firm must covenant and agree to abide by the federal and state regulations pertaining to Equal Employment as set forth in **EXECUTIVE ORDERS 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act of 1968 (12 USC 170u), as amended and HUD Regulations at 24 CFR Part 135**. In addition, the successful architect or urban design firm must comply with Federal Labor Standards Provisions.

In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin, and project participants will take appropriate measures to employ minority-owned businesses. A copy of all noted regulations can be obtained from the City. Also, the City will make every effort to ensure that all offers are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to provide all parties reasonable access to the same basic information.

The successful architect or urban design firm must comply with all applicable Rural Community Opportunity Grant and regulatory requirements in the performance of services outlined herein.

13. Additional Information

For additional information regarding the services specified in this request for proposal, contact the project manager:

Shawn Warnke, Tremonton City Manager
102 S. Tremont Street
Tremonton, UT 84337
swarnke@tremontoncity.com
435-257-9504 (Landline Phone)
435-257-9513 (Fax)

14. Cost Of Developing Proposals

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the applicant. The City assumes no liability for any costs incurred throughout the entire selection process.

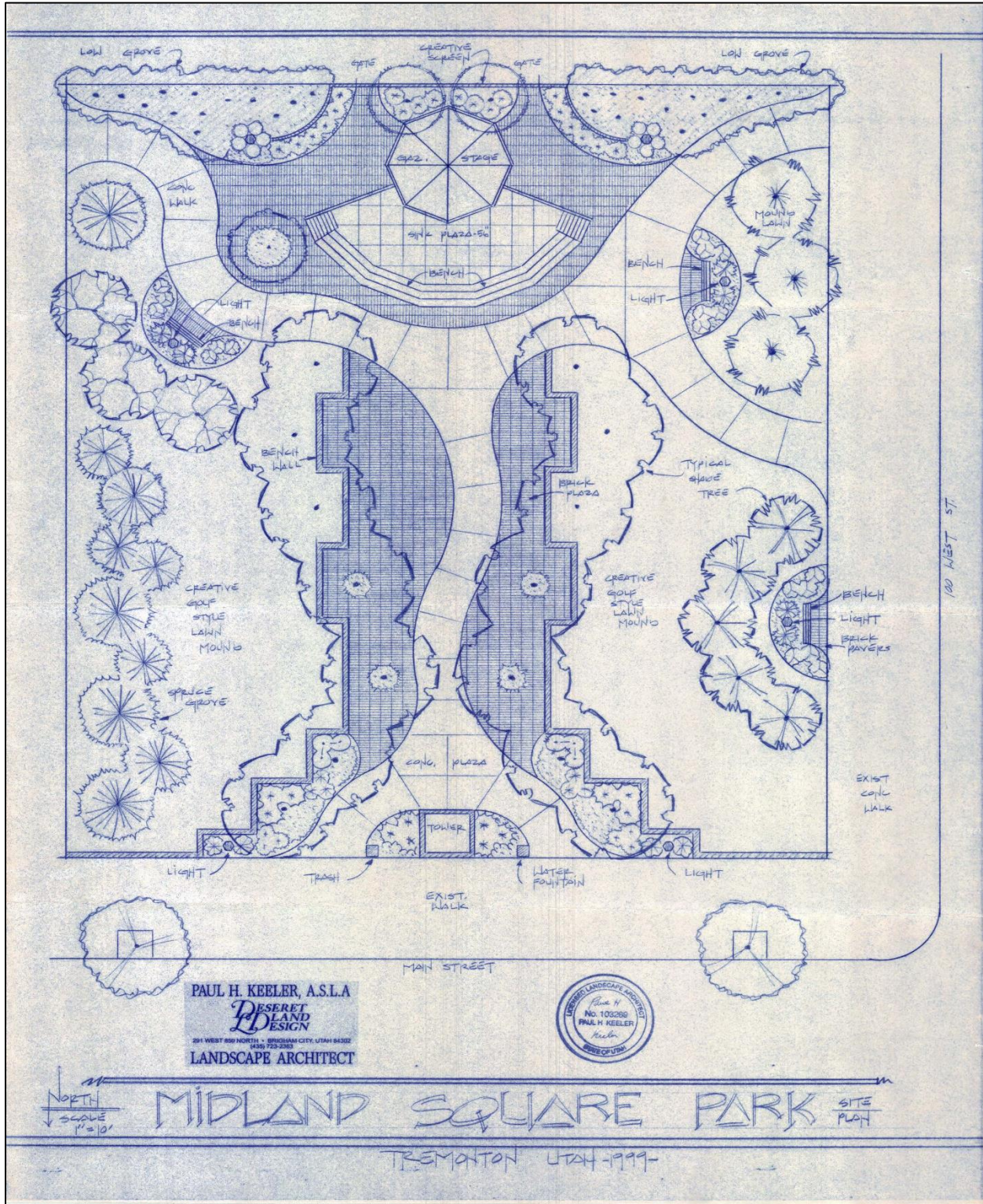
15. Proposal Ownership

All proposals, including attachments, supplementary materials, rendering, sketches addenda, etc., shall become, upon submission, the property of the City and will not be returned to the applicant.

16. Non-Collusion

The architect or urban design firm guarantees that the proposal submitted is not a product of collusion with any other offer, and no effort has been made to fix the proposal price of any offer or to fix any overhead, profit, or cost estimate of any proposal or its price.

Attachment "1"



Attachment “2”

Midland Square Improvements

Preliminary Cost Estimate

November 7, 2022



| Item | Description | Qty | Unit | Unit Price | Total |
|-----------------------------------|---|-------|------|---|---------------------|
| <u>Stage</u> | | | | | |
| 1 | Remove existing improvements | 1 | LS | \$10,000.00 | \$10,000.00 |
| 2 | Excavate to subgrade and construct footings | 1 | LS | \$10,000.00 | \$10,000.00 |
| 3 | Concrete Flatwork | 1 | LS | \$25,000.00 | \$25,000.00 |
| 4 | Electrical lighting and outlets | 1 | LS | \$15,000.00 | \$15,000.00 |
| 5 | Audio system | 1 | LS | \$40,000.00 | \$40,000.00 |
| 6 | Roof structure for stage | 1 | LS | \$125,000.00 | \$125,000.00 |
| Stage Subtotal | | | | | \$225,000.00 |
| <u>Electrical Power Pedistals</u> | | | | | |
| 7 | Remove existing concrete flatwork | 1,500 | sf | \$3.00 | \$4,500.00 |
| 8 | Install power pedistals | 12 | ea | \$2,000.00 | \$24,000.00 |
| 9 | Replace concrete flatwork | 1,500 | sf | \$7.00 | \$10,500.00 |
| Power Pedestal Subtotal | | | | | \$39,000.00 |
| <u>Miscellaneous</u> | | | | | |
| 10 | Remove existing pine trees | 2 | ea | \$3,000.00 | \$6,000.00 |
| 11 | Lanscaping | 1 | LS | \$14,000.00 | \$14,000.00 |
| 12 | Construct restroom | 1 | LS | \$220,000.00 | \$220,000.00 |
| Miscellaneous Subtotal | | | | | \$240,000.00 |
| | | | | SUBTOTAL = | \$504,000.00 |
| | | | | 15%± Contingency & Engineering = | \$75,600.00 |
| | | | | TOTAL = | \$579,600.00 |



Consulting Engineers

Attachment “3” - Design Cues

The City has undertaken planning projects that might provide design cues for the architect or urban design firm to consider, which include an urban design plan, prominent landmarks lost, and community branding.

Tremonton Main Street Urban Design Plan. In the recent past, the City engaged Soren Simonsen, Executive Director for Community Studio, to assemble a team of other design professionals to assist in providing the following scope of work: Urban Design Standards; Gateway Signage & Entry Features; Main Street Streetscape Design; and Public Outreach & Engagement.

In the “Tremonton Main Street Urban Design Plan,” it states the following: The design aesthetic preferred by the community through the public engagement process is “classic contemporary,” which is a nod to traditional design roots but with a modernized flare.” For more examples of other street furniture that the urban design considered to be “classic contemporary” please refer to the following link: <http://tremontontcity.org/wp-content/uploads/2022/10/Tremonton-Main-Street-Urban-Design-Plan-by-Community-Studio.pdf>

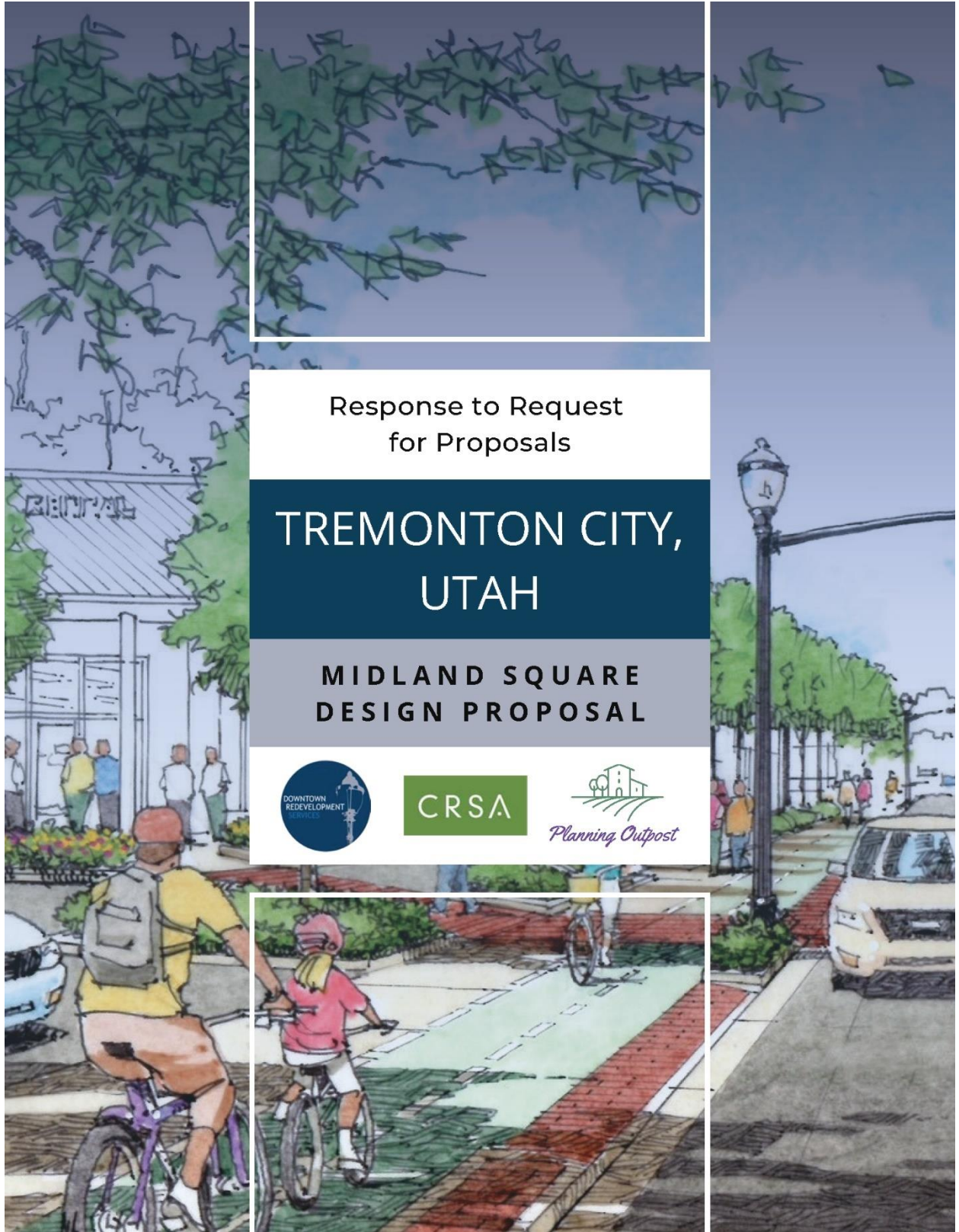
Daryl Building. On July 13, 2021, the Daryl Building, located at 100 W. Main Street, across from Midland Square, was destroyed by fire. The Daryl Building was a prominent landmark on the City streetscape. There is currently a new building being constructed at the site of the Daryl Building; the new building will not have the same architectural elements. It may be appropriate to incorporate some of the architectural elements that made the Daryl Building a beloved landmark in Tremonton into the stage and/or restroom.



Community Branding. Tremonton City hired a consultant to create a comprehensive and cohesive brand that includes a logo, messaging, tagline, branding identity, standards guide, and design/artwork. One of the deliverables for this professional services agreement with REDKOR Brands, LLC included creating a comprehensive playbook that describes how to implement the branding and messaging. Additionally, the playbook helps better understand and define what Tremonton is all about. A copy of the branding playbook is available upon request.

The City desires to incorporate the new branding into the streetscape and has recently purchased benches and bike racks that include the City's brand. The street furniture will be installed along Main Street in the historic downtown.

EXHIBIT "B"



PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

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| FIRM QUALIFICATIONS AND EXPERIENCE | PAGE 6 |
| PROJECT METHODOLOGY | PAGE 22 |
| PROJECT SCHEDULE | PAGE 30 |



01

LETTER OF TRANSMITTAL



Suburban Streetscape Sample

Wednesday, June 5, 2023




Mr Shawn Warnke, City Manager, Tremonton, UT
102 S. Tremont St., Tremonton, UT 84337

Dear Selection Committee:

Tremonton is a city experiencing growth and changes, transforming an agricultural community into a regional cultural hub. This transformation has helped drive an increase in visitors and an interest in downtown revitalization. This attraction has shown a few areas for improvement within the downtown, most notably the need for a centralized gathering space. The City has looked towards its Midland Square area through increased gatherings, celebrations, and an overall desire for public spaces. Yet, the spaces must be adequately planned, programmed, or set up for routine use.

The City wants to create a new vision for the Midland Square area to address these issues. This includes creating a multi-use space supporting routine uses and additional services such as public restrooms. We understand that the City has recently received a BEAR grant for construction, yet design and construction documentation is yet to be completed. To facilitate this, there is a desire to undertake an ideation and schematic design process that will capitalize on available uses and prepare the design for construction documentation by the retainer engineer, Jones & Associates.

We have assembled a team of regional and national experts in place-based design to achieve this phased approach. Our team includes:

| | | |
|---|--|--|
|  Downtown Redevelopment Services (DRS) Downtown Redevelopment Services is a national planning firm with distinguished experience in downtown planning and rural economic development for rural communities. |  CRSA A leader in people-focused public space design within the Wasatch Front and the Intermountain West. Founded as a preservation firm in 1976, CRSA is now a full-service planning and design firm. |  Planning Outpost An Intermountain West small planning firm focused on assisting rural communities through proactive comprehensive planning efforts. Planning Outpost has local experience in Tremonton and Garland. |
|---|--|--|

We commend the City of Tremonton for taking this proactive and catalyst-developing approach to downtown revitalization efforts. The revitalized plaza will serve as a community hub for future generations and offer a safe, inviting, and functional space for current needs. The following pages will give the selection committee a better understanding of our team, the proposed scope of work, our local/national experience, and our desire to become part of the overall community on this vital project.

If questions arise during the review process, or if clarifications are required, please contact me directly at the contact information on the right.



Ben Levenger, ASLA, AICP, CeCd
President, DRS
Office: 801-410-0685
Email: Ben@Dtdevelopment.com



02

FIRM QUALIFICATIONS AND EXPERIENCE



Sample streetscape visualization exercises

DOWNTOWN REDEVELOPMENT SERVICES (DRS) COMPANY BIO

Downtown Redevelopment Services (DRS) is a planning firm specializing in downtown planning and economic development projects that improve the quality of life for residents in small to medium-sized communities. We assist communities through comprehensive downtown planning, economic or redevelopment strategies, small-area plans, Main Street services, development-readiness exercises, and adaptive reuse projects. Our planning services focus on identifying the unique assets in a community and preparing strategies to help personalize them with action-oriented and implementable strategies. Through this action-oriented planning style, our firm allows communities to prepare recommendations for the short-, mid-, and long-term future while building community capacity and empowering residents.

DRS was founded in 2009 by passionate professionals who wanted to make a difference in communities by providing implementable strategies. With our client communities, we do not take a uniform approach, and we understand that every plan must be unique and responsive to the specific community it serves. While many firms work with a similar system, at DRS, we tailor project scopes and deliverables to meet the needs of a client community now and in the future. Through this process, DRS has gained a distinguished understanding and a track record of successfully implemented projects. With our experience and knowledge, we provide exceptional services at a budget-friendly price.

Our firm has locations throughout the continental United States, with the most proximate to Tremonton City being Park City.

COMPANY HIGHLIGHTS

14
YEARS IN BUSINESS

93%
OF PROJECTS IMPLEMENTED

193
DOWNTOWN PLANS COMPLETED

6
EMPLOYEES




AREAS OF EXPERTISE

-  Land Use and Ordinance
-  Downtown Master Plans
-  Economic Development Strategies
-  Comprehensive Community Plans
-  Building Assessments



Tremonton City, UT - Midland Square Design Plan

CRSA COMPANY BIO

Architecture. Planning. Interiors. 

CRSA has been an integral part of community building throughout the Western Mountain Region since 1975. Based in Utah, with licenses in over a dozen states, we are working to make communities, campuses, and neighborhoods better places to live, learn, work, and play. Our staff of over 45 professionals brings a solid background of capabilities to many project types. We continue to expand our body of creative and innovative work in the areas of higher education, government, and libraries, as well as residential, mixed-use, office projects, urban design, community and institutional planning, historic preservation, and the design of civic, commercial, cultural, and religious projects.

| | |
|-----------------------------------|-----------------------------|
| 47 Years In Business | 45 Professionals |
| 638 Successful Projects | 147 Design Awards |



- Our Services**
- Architecture
 - Landscape Architecture
 - Planning
 - Historic Preservation
 - Interior Design
 - Visualization

PLANNING OUTPOST (PO) COMPANY BIO

Planning Outpost, LLC is a small boutique local government and land use consulting firm located in Weber County specializing in serving communities with preparation of General Plans, Small and Specific Area Plans, city-wide strategic plans, and the implementation of such plans through the writing of City Code, Zoning and Subdivision Ordinance revisions. Services include analysis of codes identifying outdated practices, standards, and compliance with current State Code.



We also provide effective public engagement services, with involvement at the grass-roots level and a focus of truly listening to residents, elected officials, and stakeholder’s perspectives without requirement of their views fitting into preconceived philosophies. Planning Outpost is a resource to communities seeking recommendations for adjustments to their policies and procedures to better execute their day-to-day operations more efficiently. We also serve a number of private sector clients in Utah and Arizona who are working through entitlement approvals in each of the project’s respective jurisdictions.




PROFESSIONAL SERVICES

| | | | | |
|-----------------|--|-----------------|---|---|
| CONSULTANT LEAD | <p style="text-align: center;">DRS</p> <ul style="list-style-type: none"> Certified Planner Public Facilitator Certified Economic Developer/Planner Main Street America Revitalization Professional Market Analysis Professionals Urban Planners Downtown Planners | SUB CONSULTANTS | <p style="text-align: center;">CRSA</p> <ul style="list-style-type: none"> Certified Planners Licensed Landscape Architects Code & Zoning Specialists Licensed Architects Urban Designers Community Engagement | <p style="text-align: center;">Planning Outpost</p> <ul style="list-style-type: none"> Certified Planner Community Engagement and Public Outreach Specialist Municipal & Zoning Code Technical Writer Code & Zoning Specialist |
|-----------------|--|-----------------|---|---|

Key Project Personnel

DRS will be the prime consultant with subconsultant services provided by CRSA and Planning Outpost. Ben Levenger (DRS) will be the project manager, coordinating all client-consultant interactions. Nathan Davis (DRS) will be the assistant project manager, working hand-in-hand with Ben to ensure high-quality, timely deliverables. Kelly Gillman (CRSA) will coordinate all CRSA activities, and Val (Planning Outpost) will coordinate all PO activities.

| | | | |
|---|---|---|---|
|  <p>BEN LEVINGER AICP, ASLC, CECD</p> <p><i>Planner & Economic Development Professional</i></p> <p><i>Ben is a Certified Planner and Certified Economic Developer, and landscape architect. After working for municipalities in 30 states, he will bring his rural community and economic development experience to the team. Ben will be the project manager.</i></p> |  <p>NATHAN DAVIS APA</p> <p><i>Planner & Assistant PM</i></p> <p><i>Nathan has experience providing comprehensive planning, demographics review and densification or infill strategies for communities across the continental US. His expertise focuses on conducting detailed analysis of the existing conditions.</i></p> |  <p>KELLY GILLMAN ASLA, AICP</p> <p><i>Certified Planner and Landscape Architect</i></p> <p><i>Kelly has led municipal planning projects with CRSA for 20 years, including general plans, corridor plans, downtown plans, and design/construction projects. Kelly leads the Landscape Architecture and Urban Planning team. Kelly will be the design lead.</i></p> |  <p>VAL CLAUSSEN AICP, MPA</p> <p><i>Public Engagement Lead</i></p> <p><i>With more than 20 years' experience, Valerie has honed her professional expertise in land planning, zoning, public outreach/involvement, community and economic development. Specializing in creating, revising and updating Zoning Ordinances.</i></p> |
|---|---|---|---|





Ben Levenger

DRS Principal /
Project Manager

17

Years in Private
Sector
Downtown
Planning

29

States Where He
Has Performed
Downtown
Master Plans

94%

Implementation
Rate for
Downtown
Master Plans

Ben is experienced in commercial and public projects with emphasis on planning, economic development, adaptive reuse and implementation strategies. He is an expert in downtown planning, community input, and economic analysis. He has worked on a range of planning projects across the US that include downtown planning, site selection, due diligence comprehensive plans, land use plans, transportation planning and revitalization/economic development projects. With almost two decades of assisting communities with downtown and economic development planning, he has the core competencies and depth of experience to make truly outstanding and highly implementable plans. He possesses competence and technical skills with a number of software programs including AutoCAD, InDesign, Photoshop, ArcMap/GIS, Envision Tomorrow Plus (ET+), Revit, SketchUp, and Microsoft Suite.

Education

- Masters of Real Estate Development, University of Utah
- Masters of City and Metropolitan Planning, University of Utah
- Graduate Certificate - Grant Proposal Writing, Fort Hays State University
- Bachelor of Landscape Architecture, Utah State University

Licenses & Registrations

- American Institute of Certified Planners (AICP) #29622
- Professional Landscape Architect (PLA)
- Certified Economic Developer (CEcD)
- Heart & Soul Level Certified Coach

Firm Tenure

- Founder / President, Downtown Redevelopment Services, LLC; 2009 - Current

Select Experience

- West Point, UT General Plan and Small Area Plans
- Salina, UT General Plan
- Parachute, CO Comprehensive Plan
- Fairplay, CO Adaptive Reuse Projects
- La Junta, CO Development Readiness Training
- Pittsburgh, PA Sheridan Neighborhood Plan
- Hurricane, UT Downtown Master Plan
- Zelenople, PA Comprehensive Plan
- Bountiful, UT General Plan
- Zelenople, PA Comprehensive Plan
- Evans City, PA Comprehensive Plan
- Lancaster Township, PA Comprehensive Plan
- Roy, UT Station Area Plan
- Eagle Mountain, UT Small Area Plans (3)
- Moab, UT Downtown Master Plan
- Mars, PA Downtown Revitalization Plan
- Zelenople, PA Downtown Economic Development Plan
- Helper, UT Economic Diversification Project
- Palmetto, FL Actionable Downtown plan
- Fort Meade, FL Downtown Plan
- Kemmerer, WY Downtown Plan
- Evanston, WY Economic Development plan
- Cokeville, WY Downtown Plan
- Parachute, CO Downtown Master Plan
- Franklin, TN Downtown Streetscape Project
- Houlton, ME Downtown Master Plan
- Indiana, PA Comprehensive Plan Update
- Zelenople, PA Comprehensive Plan
- Afton, WY Downtown Master Plan
- Heber City, UT Downtown Master Plan
- Springville, UT Corridor Development Plan
- Fairplay, CO Downtown Economic Strategies
- Harmony, PA Downtown Revitalization Plan
- Eatonville, FL Property Transition Plans
- Evans City, PA Downtown Revitalization Plan
- La Junta, CO Property Transition Plans
- Greybull, WY Downtown Action Plan
- Indiana, PA Downtown Revitalization Project
- Moorcroft, WY Downtown Master Plan





Nathan Davis

Downtown Redevelopment Services, Planner II

Nathan is a municipal and downtown planner with a range of planning experience across the US. His experience includes comprehensive planning, downtown planning, private development planning, Main Street program development, and general planning administration. Through his work, Nathan has developed the skills to create plans that are responsive to the public and stakeholders' visions while also providing clients with actionable plans that help bridge visions to implementation. His relevant skills include public and stakeholder engagement, zoning analysis, technical program proficiency, and project management. He is proficient in the ESRI suite (ArcGIS Pro, ArcGIS Online, Survey123, and StoryMaps), the Adobe Creative Suite (InDesign, Photoshop, Illustrator), AutoCAD, SketchUp, and various document production programs.

Professional Organizations

- American Planning Assoc.
- Congress for New Urbansim

Firm Tenure

- Planner II, May 2023 - Current
- Intern, Feb. 2021 - May 2023

Select Experience

- Murray, UT Downtown Strategic Plan
- Medina, OH South Town District Design Plan
- Coalville, UT Main Street Master Plan
- Parachute, CO Downtown Master Plan
- West Point, UT General Plan
- Afton, WY Downtown Master Plan
- West Point, UT Small Area Plan
- Indiana, PA Downtown Revitalization Project

Education

- Master of City and Regional Planning, Georgia Institute of Technology
- BS in Political Science, Minor in Urban & Regional Planning, Florida State University



Stan Levenger

Downtown Redevelopment Services, Public Engagement Specialist

Stan is an experienced public and stakeholder engagement specialist. His expertise lies in effectively capturing public sentiment and facilitating community involvement. With a background in eliciting substantial public input and building trust, Stan's work consistently leads to actionable strategies firmly rooted in genuine community insights. His approach is characterized by a focus on creating a space where all voices are heard and valued, fostering a deeper understanding of community needs and aspirations. Stan's dedication to meaningful engagement makes him a valuable asset in any context requiring inclusive and effective public involvement. In addition to being an effective public engagement specialist, Stan is experienced in grant writing and project management.

Firm Tenure

- Public Engagement Specialist, 2009 - Current

Select Experience

- Moab, UT Downtown Master Plan
- Mars, PA Downtown Revitalization Plan
- Eatonville, FL Actionable Downtown Master Plan
- Zelienople, PA Downtown Economic Dev. Plan
- Afton, WY Downtown Master Plan
- Heber City, UT Downtown Master Plan

Education

- Bachelors of Geology, University of Akron



**Kelly Gillman, ASLA,
AICP**
Senior LA/Planner

Kelly is a licensed landscape architect and certified planner with broad experience providing planning and design services to communities along the Wasatch Front, including general planning, small area planning, and corridor planning. Kelly is a comprehensive master planner and thinker, adept at taking a body of information, analyzing its parts and pieces, and constructing a system that works well in synthesis as a whole. In this way, he is especially skilled with gathering input from a community and visioning how to create one plan that fits the needs of many.

Education

Westminster College

Master of Business Administration

Utah State University

Bachelor of Landscape Architecture

Licenses & Certifications

- o Landscape Architect: UT, WY, ID, CO, HI CLARB Certification, 2003
- o American Institute of Certified Planners, 2006
- o Bureau of Land Management National Training Center, Visual Resource Management, 2008

Project Experience

- o Hurricane, UT Downtown Master plan
- o Idaho Falls, ID Downtown Master Plan
- o Elko, NV Master Plan Update & Downtown RDA Plan
- o South Jordan, UT Redwood Road Corridor Plan
- o Development Feasibility Study, Near Zion National Park
- o Utah State Fairpark Public Market Feasibility Study, Salt Lake City, UT
- o Hawk's Landing Development, Ammon, ID
- o Murray City, UT General Plan Update
- o Tooele Valley Regional Plan, Tooele County, UT
- o Lehi City Land Use Plan, Lehi, UT
- o Snake River Landing Master Plan Update



Bradley Kraushaar
Senior Designer

Bradley has experience in all phases of Landscape Architecture, from programming and conceptual design through documentation and construction administration. He has collaborated with large, interdisciplinary teams to deliver complex projects including campuses, urban redevelopment, planning and entitlements, and on-structure development. Previously, Bradley was a City Planner managing the land use permitting and development process for a small municipality, lending him perspective to both sides of the development process.

Education

Harvard University

Master in Landscape Architecture

University of Auckland

Master of Planning (candidate)

Colorado College

Bachelor of Arts in Mathematical Economics

Relevant Experience

- o Hurricane, UT Downtown Master plan
- o Roy Downtown Plan, Roy, UT
- o Google Moffett Place Campus (CA), San Francisco, CA*
- o Carl Zeiss Campus (SD/DD/CD/Permitting), San Francisco, CA*
- o Lake Merritt BART (Competition), San Francisco, CA*
- o Rebuild by Design - Flo-Mo (Public Outreach/ Communications - ASLA Award of Excellence), San Francisco, CA*
- o India Basin (Master Planning), San Francisco, CA*
- o Taylorsville State Office Complex Master Plan, Taylorsville, UT
- o Taylorsville State Office Building Entry Canopy & Landscape Design, Taylorsville, UT

*Work Completed at Previous Employer

Valerie Claussen, MPA, AICP
Planning Outpost, LLC

With more than 20 years' experience, Valerie has honed her professional expertise in land planning, zoning, public outreach/involvement, community and economic development. Specializing in creating, revising and updating Zoning Ordinances, General and Special Area Plans, in addition to land entitlement work, and other development driven process, her vast experience in both the private and public sectors enable Valerie to see interrelationships of the whole picture as she offers sound recommendations and proven strategies for communities to develop as they desire. Valerie's experience spans working closely with jurisdictions of all shapes and sizes in Northern Utah, Northern Nevada and throughout Arizona. Because of these relationships and exposure to such a variety of development patterns, zoning ordinances and planning documents she effectively facilitates and guides City Councils, Planning Commissions, Staff and residents to either new ideas or better implementation of existing practices or polices.

Relevant Projects

Garland, UT General Plan
 West Point, UT General Plan
 Pleasant View, UT General Plan*
 West Point, UT Small Area Plan & Overlay District Ordinance
 Roy, UT FrontRunner Station Area Plan
 Clinton, UT Moderate Income Housing Element of General Plan*
 Garland, UT Subdivision Ordinance Rewrite
 Pleasant View, UT Adequate Public Facility Ordinance*
 Clearfield, UT Mixed Use (MU) Zoning District Chapter*
 Clinton UT Sewer/Stormwater/Flood Irrigation Ordinance Rewrite*

Professional Experience

Clinton UT- Community Development Director
 Planning Manager, Pew & Lake, PLC (Land Use Attorneys, Mesa, AZ)
 Pleasant View UT- Assistant City Administrator
 Clearfield UT- Development Services Manager
 Fernley NV- Senior Planner
 Douglas County NV- Associate Planner
 Gilbert AZ- Planner II
 Queen Creek AZ- Town Planner
 Chandler AZ- Site Development Plans Examiner
 PDSA Design Group- Draftsman (Landscape Architects, Mesa, AZ)

*Work completed prior to owning Planning Outpost, LLC



Credentials

- American Institute of Certified Planners (#024632)
- Licensed Real Estate Agent (Utah & Arizona)

Education

- Arizona State University, Master of Public Administration
- Northern Arizona University, Bachelor of Public Planning

Professional Affiliations

- American Planning Association
- APA UT/AZ/NV Chapters
- UT League of Cities & Towns, Land Use Task Force
- Northern Wasatch Association of Realtors



RELEVANT PROJECT EXPERIENCE

West Point City, UT General Plan & Small Area Plans

West Point is a community experiencing growth due to the pressures of expanding metropolitan areas to the north and south. These external influences are causing impacts on the rural quality of life residents have grown to enjoy. Witnessing this, the community decided to undergo a comprehensive (general) plan process that will help create a defined look and atmosphere for the future of West Point.



This project includes DRS and Planning Outpost as a team.

In addition to this city-wide planning process, and building on the previous success of the west Davis corridor small area plan completed by DRS, the City included two (2) other critical community areas for small area planning. This specialized planning effort provides a detailed analysis of the new commercial nodes within the community. Emphasis planning includes site planning, land use development, scenario planning, and economic impact analysis.



Term of Service: 3/2022 - Current
Budget: \$169,000
Services Provided by DRS: General Plan Preparation, Small Area Planning, Site Planning, Land Use Scenarios, Economic Development Initiatives, Scenario Planning & Forecasting

Bountiful, UT General Plan Update

Bountiful City is an inner-ring suburb of Salt Lake City, experiencing significant residential growth. In an effort to manage new growth, the City sought to update its General Plan. This constituted an opportunity to structure the community's future, cement its identity, address the current challenges, and leverage the opportunities. To achieve this, DRS was a part of a comprehensive team to update the General Plan. Our mission was to help develop the General Plan update and identify how the downtown area would fit within the larger community vision.



In our work with Bountiful City, we conducted an existing conditions snapshot, developed and refined Downtown recommendations, and identified key redevelopment opportunities. These were all informed by thorough public engagement events and feedback from community leaders and members.

Term of Service: 08/2022 - Current
Current Budget: \$10,000
Services Provided by DRS: Community Visioning, Downtown Planning, Catalyst Site Determination, Public Engagement





RELEVANT PROJECT EXPERIENCE

MOAB DOWNTOWN MASTER PLAN

SERVICES PROVIDED

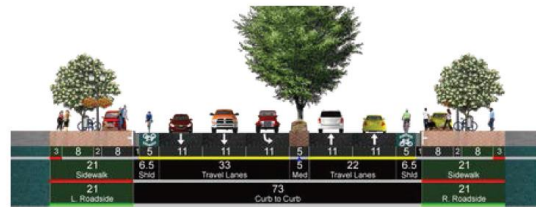
- Downtown Planning •
- Streetscape Design •
- Transportation Planning •
- Design Guidelines •
- Connectivity Analysis •
- Economic Development •

PROJECT DETAILS

Term of Service: 2018 - 2019
 Budget: \$72,000

The City of Moab was experiencing a deteriorating downtown corridor, loss of civic pride, and a lack of character. To remedy this, the City decided to undergo a downtown planning process, creating a framework for future enhancements to the historic downtown corridor and rebranding the community as more than a tourist destination. This study focused on balancing resident and tourist needs, while creating a more inviting and attractive downtown. Proposed enhancements included additional dining, local-based shops, vacant property legislation, targeted property development, and branding/placemaking.

Services provided by Downtown Redevelopment Services (DRS) include master planning, land use/ordinance recommendations, streetscape design, community input and visioning, placemaking, design guideline suggestions, parking analysis, and development/density identification.





RELEVANT PROJECT EXPERIENCE

HURRICANE DOWNTOWN MASTER PLAN

SERVICES PROVIDED

- Downtown Master Planning •
- Economic Development Strategies •
- Site Development Strategies •
- Catalyst Site Build-Out •

CONTACT DETAILS

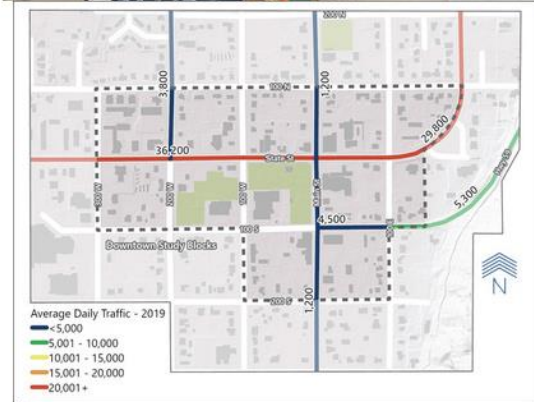
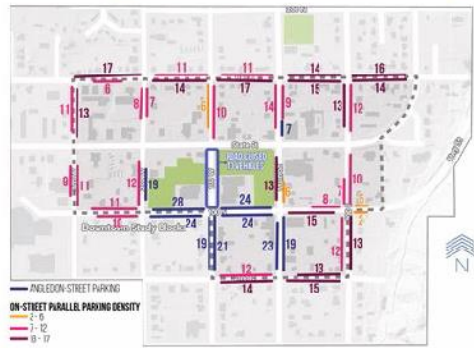
Stephen Nelson
 Planning Director
 (435) 635-2811
 stephen@cityofhurricane.com

PROJECT DETAILS

Years of Work: 2022 to 2023
 Budget: \$59,000

Witnessing unprecedented growth in population and traffic counts, the City of Hurricane decided to take a proactive step towards preserving the unique community character present within the downtown. To achieve this desire, the City decided to undergo a comprehensive downtown master planning process that would yield actionable goals for the short and long-term horizons. Through this process, the City hired DRS to prepare a plan identifying available human and fiscal assets, leveraging them at the right time and order to provide maximum impact. The work scope completed by DRS includes master planning, community engagement, revitalization framework creation, targeted site development, catalyst site visioning, and economic planning. This project included both members of the joint venture, and was primed by DRS.

This project includes DRS and CRSA as a team.



Tremonton City, UT - Midland Square Design Plan



RELEVANT PROJECT EXPERIENCE

HELPER COMMUNITY REVITALIZATION AND PEDESTRIAN CORRIDOR PROJECT

SERVICES PROVIDED

- Downtown Revitalization Planning •
- GAP/Market analysis •
- Economic resiliency strategies •
- Railroad land purchase negotiations •
- Visioning, goal setting and public input •
- Community visioning •
- Corridor planning •
- Small Area Planning •
- Depot Adaptive re-use •
- Streetscape design •
- Political coordination •

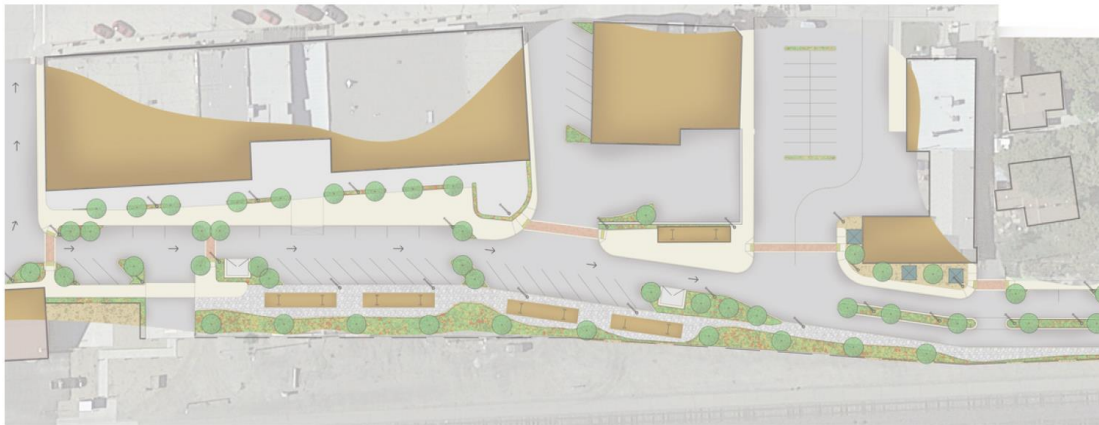
PROJECT DETAILS

Term of Service: 2018 to Present
 Budget: \$65,000

CONTACT DETAILS

Anne Morgan-Jespersen
 The Helper Project Director
 anne@amjworks.com
 801-541-0111

The Town of Helper is a quintessential small western railroad town that was at a crossroads, specifically to continue their slow economic decline and loss of population, or to make catalyst changes that would transform the community as a whole. Luckily, they chose the latter of those options. DRS was retained to help the community and non-profit revitalization organization (The Helper Project) envision catalyst projects and prepare strategies for implementation. The highest impact, and most easy to implement, project was a train depot rehabilitation and pedestrian corridor revitalization project. Through this project the visitors entering town through the AMTRAK depot would see local artist galleries, small food vendors and an overall improved pedestrian corridor that would invite them into downtown. To help facilitate this project, DRS completed master planning, community input, economic/market analysis, train depot building analysis, grant writing and implementation strategies. Currently DRS is spearheading the efforts of negotiations to purchase the depot and pedestrian corridor grounds from Union Pacific and acquiring foundation, grants and legislative set aside funding for implementation. Implementation is anticipated for spring of 2023. DRS also has a contract for construction administration, fiscal oversight and client coordination for the implementation phases, creating turnkey services for the non-profit community revitalization group.



ROY, UT FRONTRUNNER STATION AREA PLAN

This project includes DRS, CRSA, and Planning Outpost as a team.



- SERVICES PROVIDED**
- Station Area Planning •
 - Market Gap Analysis •
 - Site Planning •
 - Connectivity Analysis •
 - Land Use Scenarios •
 - Transportation Planning •
 - Attainable Housing Strategies •

PROJECT DETAILS
 Term of Service: 10/2022 - 05/2023
 Budget: \$79,000

Roy City, Utah has direct heavy rail access to Salt Lake City and the broader metro region via its Frontrunner Station. In 2021, the state legislature enacted additional planning requirements for municipalities with fixed guideway rail stations. These included a moderate income housing strategy and a five year implementation plan. Fulfilling this new statute required a station area plan. This plan focused on leveraging undeveloped land adjacent to the station to meet community needs, improve multimodal connectivity, and improve housing affordability throughout the area. Key elements of the planning process included identifying strengths of previous planning, public and stakeholder opinions, and constraints of adjacent infrastructure.

This project included both members of the joint venture. Services provided by DRS and CRSA include station area planning, a market gap analysis, land use scenarios, attainable housing strategies, and a regulating framework.



Multi-Family Residential

Multi-family residential is a style of housing that offers buildings (up to 4 stories tall) with horizontal apartments or condos. These buildings often have a height of 40 feet and have exterior entrances for the rental or owned units.

These properties include a range of densities, including:

| CATEGORY | UNITS PER ACRE (LONG) | UNITS PER ACRE (SHORT) |
|------------|-----------------------|------------------------|
| APARTMENTS | 12 | 25 |

DEVELOPMENT TYPOLOGIES

OTHER PLANNING ELEMENTS:



RELEVANT PROJECT EXPERIENCE

Eagle Mountain City, UT Small Area Plans

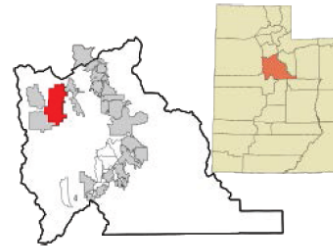
Eagle Mountain City is one of the latest in the Salt Lake City metro to experience the growth pressures of in-migration. To guide the City's growth, the City sought to create small area plans for three separate large tracts of land - Commercial Core, Gateway, and Mid Valley. These represent opportunities to define the community's identity and character, bolster the local economy, and create a financially solvent future. To achieve this, the DRS team is preparing a full spectrum of scenario planning and economic development assistance culminating in a detailed site plan and implementation framework for all three areas.

These efforts are building on the recently completed General Plan update and market analysis, diving further into the implementation phase. This will allow the community to shape development and provide appropriate public-private partnerships, ensuring the overall community vision is met.

Term of Service: 03/2023 - 09/2023

Current Budget: \$124,610

Services Provided by DRS: Small Area Planning, Community Engagement, Land Use Scenarios, Economic Development, Strategic Goal Setting.



Roy City, UT Station Area Plan

Roy City, Utah has direct heavy rail access to Salt Lake City and the broader metro region via its Frontrunner Station. In 2021, the state legislature enacted additional planning requirements for municipalities with fixed guideway rail stations. These included a moderate income housing strategy and a five year implementation plan. Fulfilling this new statute required a station area plan. This plan focused on leveraging undeveloped land adjacent to the station to meet community needs, improve multimodal connectivity, and improve housing affordability throughout the area. Key elements of the planning process included identifying strengths of previous planning, public and stakeholder opinions, and constraints of adjacent infrastructure.

Services provided by DRS and CRSA include station area planning, a market gap analysis, land use scenarios, attainable housing strategies, and a regulating framework.

Term of Service: 10/2022 - 05/2023

Budget: \$49,000

Services Provided by DRS: Station Area Planning, Market Gap Analysis, Site Planning, Connectivity Analysis, Land Use Scenarios, Transportation Planning, Attainable Housing Strategies



This project included DRS, CRSA, and Planning Outpost as a team.



Tremonton City, UT - Midland Square Design Plan

SUGAR HOUSE MONUMENT PLAZA REDESIGN
SALT LAKE CITY, UTAH



CLIENT
Salt Lake City RDA

SCOPE OF SERVICES
Urban Design, Public Involvement
Facilitation, Historic Research &
Preservation, Landscape
Architectural Design & Construction
Services

CRSA was retained by the Redevelopment Agency of Salt Lake City to provide visioning, public outreach, and final design for this iconic space in the Sugar House Business District. The plaza reclaims a portion of the road, allowing free flow pedestrian movements between the building façade and the historic monument. The plaza offers opportunities for dining, seating, a farmers market, and general relaxation, and was designed and constructed to meet the new Sugar House Business District Design Guidelines, also prepared by CRSA (with Fehr & Peers). CRSA also prepared documents for the restoration of the historic monument and the paseo space connecting 2100 South with the midblock redevelopment areas. As a number of developments are underway in the area directly adjacent to the plaza, CRSA coordinated with the developers to choose a design that complements their projects. To ensure the business district has a cohesive feel, CRSA also designed the streetscape on the adjacent Highland Drive and McClelland Streets.

MERIDIAN DOWNTOWN MASTER PLAN

MERIDIAN, IDAHO



Looking toward the goal of becoming the heart of the Treasure Valley, the Meridian Development Corporation hired CRSA to facilitate the development of a master plan for the City's downtown core.

Meridian has a vocal group of community leaders and activists, and public involvement and participation in the planning process was a critical element to the project. Public outreach tools included traditional public meetings and regular meetings with a citizen advisory group. The City has a very young population, and to encourage involvement from this demographic, CRSA worked with Red Sky PR to develop social networking tools such as Facebook and MySpace. Additionally, an email newsletter including polls and survey tools was maintained with regular, ongoing updates.

The final deliverables of the planning process included illustrative plans and renderings for six downtown districts, as well as an ongoing list of strategic actions for implementation of the downtown vision. Critical to ensuring progress is made and the ideas of the Master Plan are being implemented was the establishment of an organizational structure to shepherd and monitor plan implementation. A series of action group committees was identified, with community leaders serving as action champions.

CLIENT

Meridian Development Corporation

CONTACT

Shaun Wardle
MDC Administrator
(208) 863-4160

SCOPE OF SERVICES

Visioning, Public Involvement, Land Use Planning, Facilitation, Strategic Planning





RELEVANT PROJECT EXPERIENCE

Garland Utah General Plan

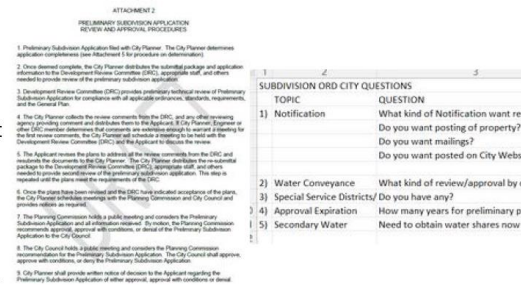
Planning Outpost is currently working on the Garland City General Plan, which hasn't been updated in 15 years. Garland City (population approx. 2,600) is currently facing development pressures as there have been a number of new subdivisions proposed and constructed in the last couple of years, after having roughly a decade of minimal development activity.



PO applied for and secured funding through a grant (UDOT Technical Planning Assistance Program) specifically tailored to assist rural communities with their long-range planning needs, including updates to General Plans and rewriting of city codes and subdivision and/or zoning ordinances.

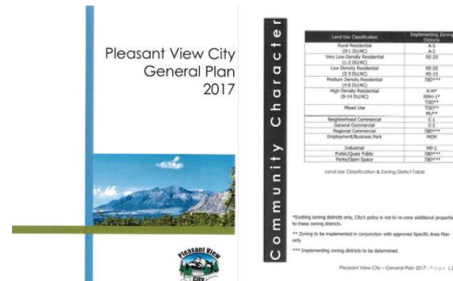
Garland Utah Subdivision Ordinance Rewrite

In addition to Garland's General Plan work, Planning Outpost is rewriting the City's Subdivision Ordinance, as it was identified that many of its provisions were extremely out of date and no longer followed current development processes. After initial work commenced on the rewrite, Utah state's legislature passed new laws that will have a substantial impact on the current processes for subdivisions approval throughout the entire state. Planning Outpost will be rewriting the City's Subdivision Ordinance to meet these new state requirements.



Pleasant View Utah General Plan

While Pleasant View's Assistant City Administrator, Valerie was responsible for all aspects of writing, preparing and facilitating the public engagement components of updating the City's General Plan. The City (population approx. 11,000) was facing serious issues with a shortage of water supply. The City was ultimately successful in negotiating, obtaining and connecting to a new water source and the plan was subsequently adopted.



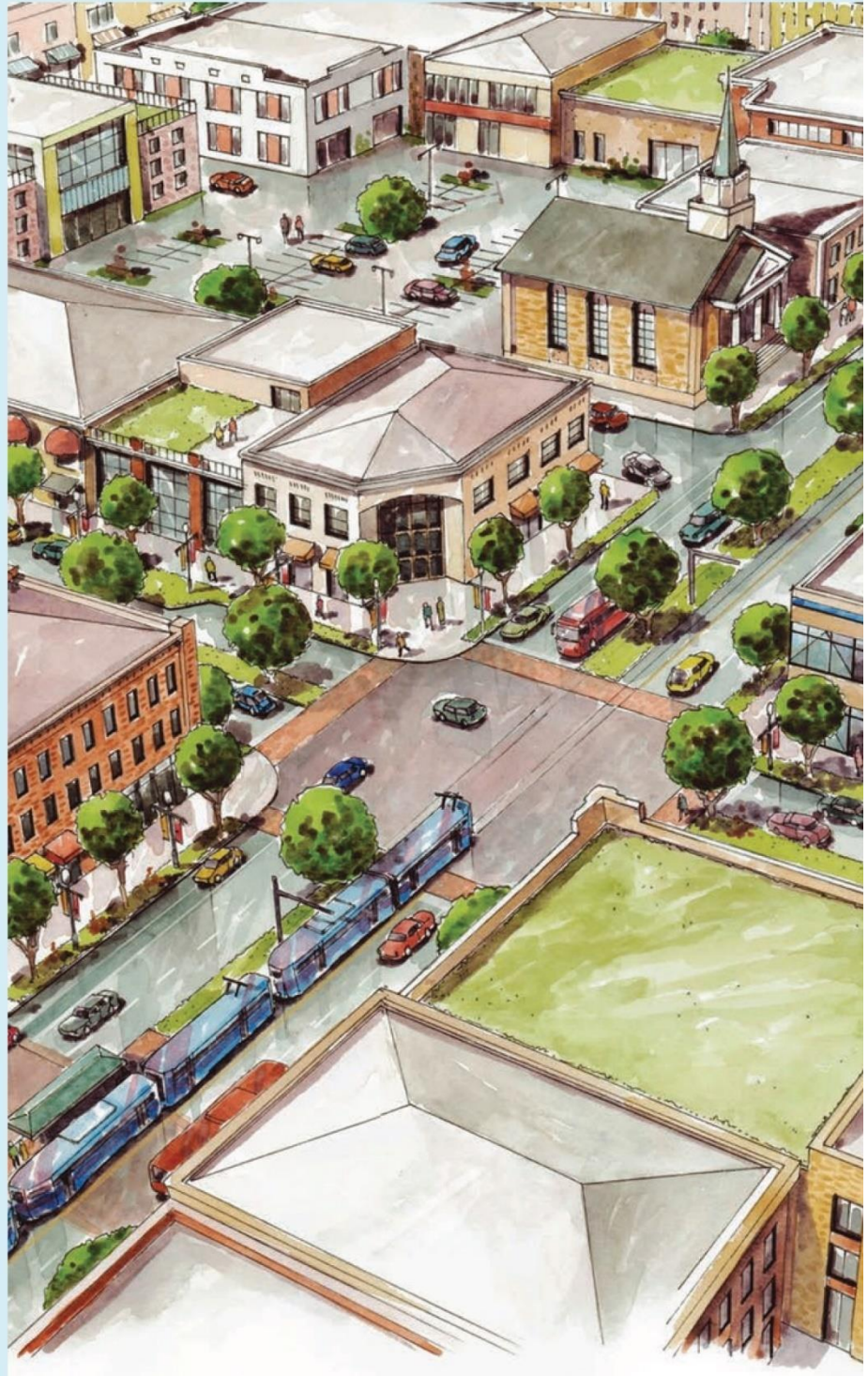
Clinton Utah Moderate Income Housing Element of the General Plan

In her capacity as Community Development Director for Clinton City (population approx. 23,500), Valerie crafted a Moderate Income Housing Element which was successfully adopted as a chapter to the City's General Plan. This was in response to the state's recently enacted laws that required this to become part of most of cities within the state of Utah.



03

PROJECT METHODOLOGY



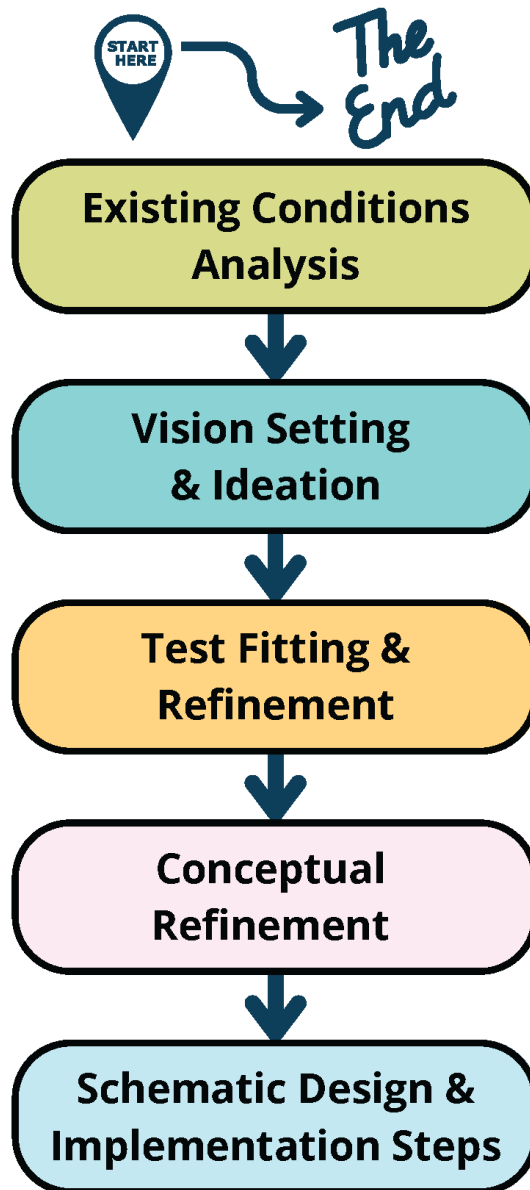
Sample site development renderings

Our team is experienced in downtown and civic space design, having worked in over 30 states on community-focused planning efforts. This has led our team to have an unmet depth of knowledge about downtown-specific planning. As a general overview, our team's approach to public space design is focused heavily on community engagement and expectation setting. Through this process, we believe in integrating ourselves into the community from day one, helping to ensure that the design process results are meeting locals' current needs and expanded needs within the future. Our standard design approach for public spaces and downtown planning is outlined on the right graphic.

While we understand the city's desires and approach for a public-centric space, we appreciate the openness in the approach process, allowing the design consultant to use public engagement to lead the way instead of a top-down approach. This will allow the City to partner with their constituents, ensuring the results are achievable and supported from all levels. We welcome the opportunity to bring our intermountain west, rural, downtown planning experience to Tremonton, partnering with the community to plan and program a space that will become the hub of activity for the community.

In addition to our overall project methodology, we understand there is likely a high level of coordination required with the construction design team after the initial ideation phase. We welcome the opportunity to work with Landmark Design and Jones & Associates through the design process to value engineer the design, ensuring it meets the budgetary requirements.

INTEGRATING PUBLIC USES AND PROGRAMMING



04

PROJECT APPROACH



Samples of conceptual rendering from a civic space project

Phase 1 Information Gathering, Discovery, Analysis

Task 1.1 - City and stakeholder kick-off meetings.

A meeting will be held with Tremonton City and critical stakeholders to kick off the planning process. These individuals and entities will be essential in identifying the constraints and opportunities and brainstorming recommendations for the future of the Town Square. To supplement this we will:

- Gathering previous documents and studies to create a baseline document for conditions.

Task 1.2 - Review of existing conditions

Understanding the existing conditions, uses, accessibility, and circulation of the Midland Square area will help our team improve the programming and design process. Additionally, we will work to build upon previous planning efforts and successes, integrating their critical information into a SWOT-based analysis. We will thoroughly review the existing conditions with a series of site visits and detailed plan reviews, including:

- Site walking tours
- GIS and infrastructure access data
- Community watching events
- On-site review and assessment
- On-line polling and surveying
- Socio-economic analysis review
- Site programming data review

Through this process, our team will gather a strong baseline of data for the community and specifics about how the site is utilized during various times of day and operational periods.

In addition to reviewing the conditions, our team will prepare a list of items or elements to be repurposed or remain in the design process. This may include historical items, murals, or the existing cupola structure on the 11200 N corridor roadway.



Task 1.3 - Collect and analyze missing data

After collecting all available data, we will work with the City to identify missing statistical and geospatial data. This meeting will also serve as an opportunity for reviewing and updating the data sets.

Task 1.4 - Check-in with the City Council and Staff

As a final step in the first phase, we will compile all of the available data and prepare a presentation for the council that illustrates the core guidance or framework for the future of Midland Square.

Phase 2 Ideation & Refinement

Task 2.1 - Conceptual master plan recommendations

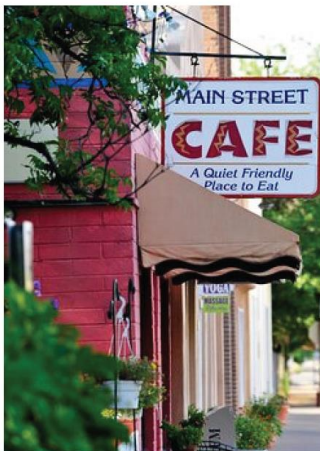
After completing the baseline and site assessment, we will prepare a series of conceptual ideation boards that display spatial planning and circulation for the site. These plans will include bubble and site layout diagrams that clearly outline elements, sizes and the benefits/constraints of each design. The purpose of these studies is to review and adapt designs to meet the site parameters quickly.

Task 2.2 - Architectural forming, massing, and programming

Town Squares are not simply a flat space; they are vertical and require total integration. As an additional step in the process, we will prepare an architectural forming and massing studies of supporting elements to help program the potential use and interactions of the town square. This process will include scenario planning and interactive meetings with the steering committee to review multiple options for the overall design and layout of the site.

Task 2.3 - Programming the Town Square

This step will require working with all levels of site design and defined areas around the site, crafting a programming plan that will weave the newly created and revitalized spaces into the overall community fabric. This task will work with the available grant funds and craft a site plan that maximizes the spaces.



Sample renderings from streetscape and infill development projects



Task 2.4 - Draft master plan

With the ideation phase completed, it is time to prepare a more detailed and stylized layout format. This will take place in the master planning phase, helping define the site's overall look, atmosphere, and feel. A series of 1-2 formalized design plans, each showing the proposed site designs in plan view and aerial perspectives. Supporting this will include specific, actionable steps to implement the overall strategy. The plan at this phase will build on the forming/massing studies while also incorporating best practices from other successful regional projects. Recommendations will remain cognizant of community needs yet provide:

- *Strategies for safety and security, both horizontal and vertical improvements*
- *Sustainable design solutions*
- *Integrate the surrounding areas and corridors into the site*
- *Provide succinct and allowable uses that complement surrounding properties*
- *Community gathering spaces, serving for year-round use*
- *Public restroom and water fountain facility locations*
- *Concert/music stage locations and noise impacts*
- *Remain cognizant of the overall climate and needs for year-round uses*
- *Define the necessary changes for a low-stress civic facility*
- *Defines the areas through unique and attractive branding*
- *Integrated all methods of transportation equally and safely*

Task 2.5 - Final draft

After receiving feedback on the ideation phase elements, we will prepare a finalized draft of the master plan. This will include preparing plan view, aerial, perspective, and layout information. All data, design, and layout will be based on public records (GIS) data. This plan will demonstrate the overall conceptual design will look like, what textures are present, and what the overall site utilization is. This task aims to provide a final refinement and review period, allowing our staff to create a preferred plan and move forward into the framework preparation process.

Task 2.6 - Council check-in

We will perform an update presentation at a regularly scheduled council meeting to review the concept, answer questions, and provide a project update.

Phase 3 Finalization & Implementation Plan

Task 3.1 - Final document preparation

Visual depictions are critical in conveying the master plan's design elements. This document will include necessary documentation to provide conceptual design and layout information. Anticipated elements include:



Plan View Site Plans & Element Elevations (1)



Aerial Perspectives (1)



Site View and Façade Style Renderings (1)

Task 3.2- Final Design Plan

All components of the design plan will be compiled into a graphic report that makes a compelling case for the redesign of Midland Square. The level of detail provided will be a layout based emphasis that illustrates the look, feel, and layout of the plaza area.

| PHASE | DELIVERABLES |
|---------------|---|
| Architectural | <ul style="list-style-type: none"> • Restroom Floor plans & Elevations • Stage elevations • Architectural Illustration (1) |
| Site | <ul style="list-style-type: none"> • Conceptual site sketches • Illustrative site plan • Concept precedence study |
| Graphics | <ul style="list-style-type: none"> • Site layout graphics • Aerial rendering • Plan view rendering (1) |



CRSA



05

SCHEDULE, FEE &
REFERENCES

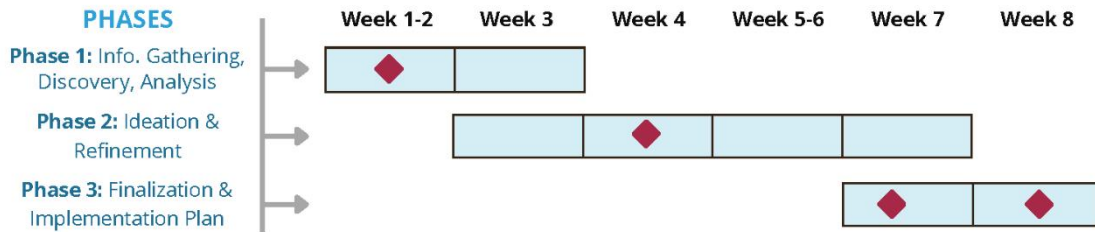


Sample project photography

05

PROJECT SCHEDULE

The following tables demonstrate initial ideas for timing of the overall Tremonton City Midland Square design project. While this schedule is illustrated at roughly six (6) months, we welcome the opportunity to shorten or lengthen the schedule to meet municipal needs.



OUTREACH MEETINGS/EVENTS

ADMINISTRATIVE MEETINGS

Meetings will be held approximately monthly and will include review with Tremonton City staff and officials and other chosen stakeholders.



The following table outlines the general breakdown of budget by phase and team member. The assignment of tasks is noted below the chart. We are proposing fully loaded hours, including the following elements in the proposed hourly rates, specifically:

| | |
|---|---|
|  Hourly Rate |  Travel/mileage |
|  Printing |  Software and technology usage |

Including these elements in the overall hourly rates provides streamlined billing and simplified invoicing for all parties. As requested, the chart below demonstrates the hours allocation for each employee. Work will be billed hourly for work performed, up to a not to exceed total, as outlined below:

PROJECT FEES

| Staff | Ben Levenger | Nathan Davis & Stan Levenger | Val Claussen | Kelly Gillman | Brad Kraushaar | Total by Phase |
|---------------------|--------------|------------------------------|--------------|---------------|----------------|----------------|
| Hourly Rate | \$185.00 | \$130.00 | \$100.00 | \$185.00 | \$150.00 | |
| Phase 1 | 4 | 6 | 0 | 4 | 2 | \$2,520 |
| Phase 2 | 8 | 20 | 6 | 5 | 20 | \$8,205 |
| Phase 3 | 6 | 16 | 4 | 6 | 16 | \$6,780 |
| Not-To-Exceed Total | | | | | | \$17,505 |

Should there be a desire to amend or alter the proposed scope, we welcome the opportunity to negotiate a final scope and fee with Tremonton City to ensure the right deliverables and process is utilized.

| Downtown Redevelopment Services | | CRSA | |
|---------------------------------------|---------------------------------------|--|---|
| Ben Levenger 20% OR 10 hours/wk | | Kelly Gillman 25% OR 10 hours / wk | Brad Kraushaar 25% OR 10 hours / wk |
| Nathan Davis 20% OR 10 hours/wk | Stan Levenger 20% OR 5 hours/wk | Planning Outpost | Valerie Claussen 25% OR 10 hours / wk |



City of Hurricane

Stephen Nelson
Planning Director
E: Stephen@cityofhurricane.com
P: (435) 635-2811

West Point City, UT

Bryn MacDonald, AICP
Community Dev. Director
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P: (801) 614-5351

Zelienople Borough, PA

Andrew Spencer
Borough Manager
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P: (724) 452-6610 ext. 232



Roy, UT

Steve Parkinson
City Planner
E: sparkinson@royutah.org
P: (801) 774-1027



Planning Outpost

Garland City, Utah

Linda Bourne
Mayor
E: lindab@garlandutah.org
P: (435) 257-3118

Pew & Lake, PLC

Sean Lake
Land Use Attorney
E: sean.lake@pewandlake.com
P: (480) 461-4670

Woodmere Homes

Josh Lynch
Developer
E: woodmerehomes@gmail.com
P: (801) 644-8759



EXHIBIT “C”



TREMONTON

MIDLAND SQUARE



ABOUT US

COMPANY HIGHLIGHTS

14

YEARS IN BUSINESS

93%

OF PROJECTS IMPLEMENTED

193

DOWNTOWN PLANS COMPLETED

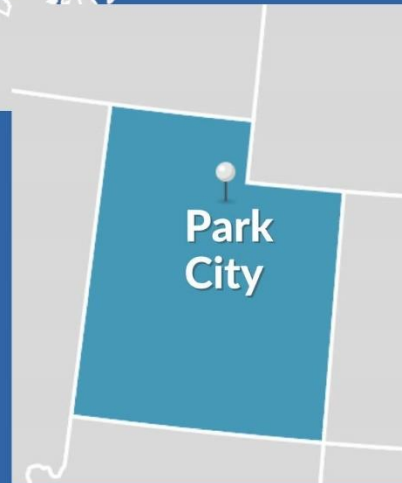
6

EMPLOYEES



Professions:

- Planners
- Urban Designers
- Architects
- Economic Developers
- Landscape Architects



AREAS OF EXPERTISE



Land Use and Ordinance



Downtown Master Plans



Economic Development Strategies



Small Area Development Planning



Building Assessments



GOALS AND OBJECTIVES

Place-Based Design

Our goal for this project is to create a destination that will serve the current needs of the community, and will be able to adapt as needed for future uses

Budget Matching

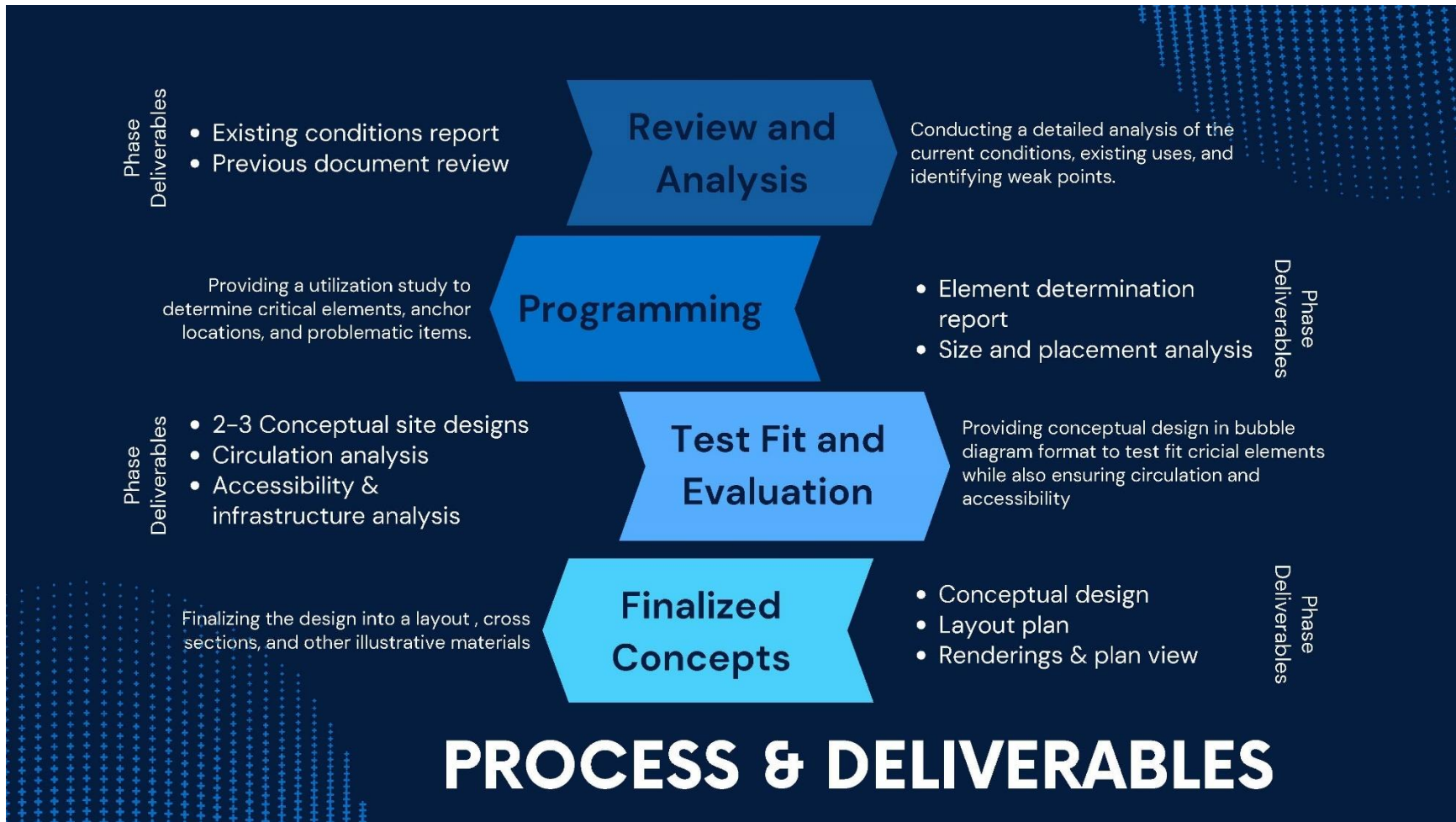
Keeping the budget in mind, we will design and program a site that closely matches the available construction budget.

OUR PROCESS

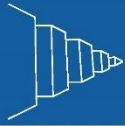
Outlined below is our place-based design process, highlighting historic elements and programming them into the new uses for a site.

- 01 Review and Analysis
- 02 Programming
- 03 Test Fit and Evaluation
- 04 Finalized Concepts

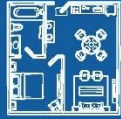




FINAL DELIVERABLES



One Aerial
Perspective



One Plan View



One Layout Plan



Two Council Meeting
Presentatiins



Two elevations or
cross sections



One materials list



STEERING COMMITTEE



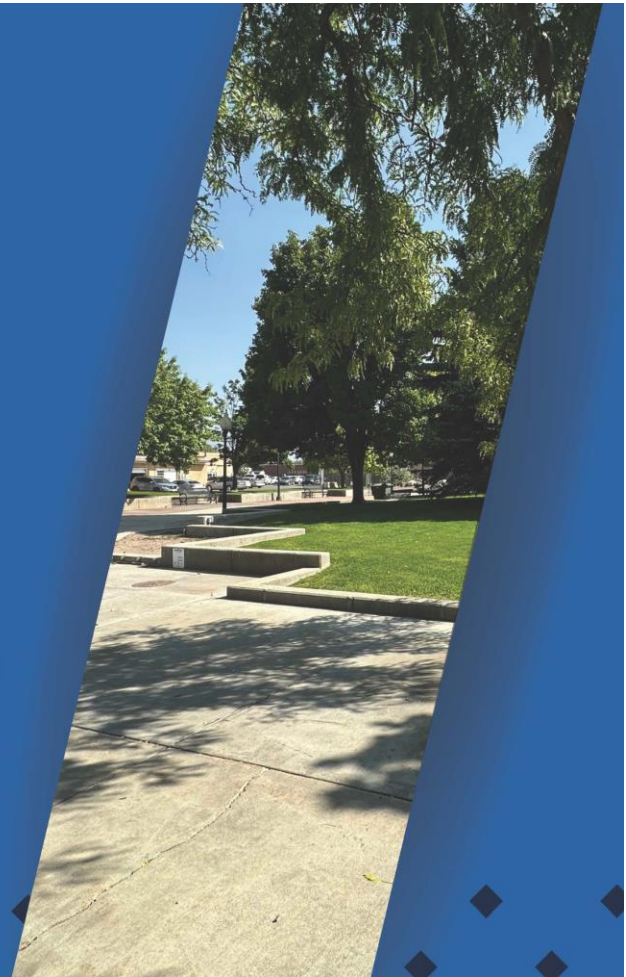
SOUNDING BOARD

The steering committee serves as the sounding board for the design, helping gather reviews and providing analysis



DESIGN ASSISTANCE

The steering committee will help define and program the site with their local knowledge.



DEFUNIAK SPRINGS, FL



HURRICANE, UT



TREMTONTON URBAN DESIGN GUIDELINES





Questions?



Ben Levenger



801-410-0685



Ben@DTRedevelopment.com



EXHIBIT “D”

URBAN DESIGN SERVICES
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) for professional urban design services is made by and between Tremonton City, a body corporate and politic of the State of Utah (hereinafter referred to as “City”), and Downtown Redevelopment Services (hereinafter referred to as “Contractor”), individually or jointly the City and Contractor shall be referred to as “Party” or “Parties.”

RECITALS

WHEREAS, Tremonton City applied for and received a Rural Communities Opportunity Grant (RCOG) from the State of Utah to improve Midland Square; and

WHEREAS, these granted funds are to be used to construct a permanent stage area, power pedestals for vendors, and public restrooms (collectively referred to as “improvements”), transforming Midland Square from a public park to a public plaza where the City will program events and activities; and

WHEREAS, Tremonton City desires to have a professional designer perform the design work to improve the outcomes of this highly visible public space; and

WHEREAS, Tremonton City published two separate requests for proposals and qualifications from architects or urban design firms to provide design services for the improvements at Midland Square on or around August 15, 2023, and September 18, 2023 (See Exhibit “A” of Resolution No. 23-64); and

WHEREAS, more specifically, the City desired proposals and qualifications from architects or urban design firms to prepare practical plans relating to the design and site layout of these improvements that include the appropriate level of detail to facilitate the City Engineer in preparing construction documents for the improvements to be constructed; and

WHEREAS, Downtown Redevelopment Services (hereafter known as “Contractor”) submitted a response to the request for proposals and qualifications from architects or urban design firms to provide design services to plan and design improvements at Midland Square (See Exhibit “B” of Resolution No. 23-64); and

WHEREAS, the Contractor was a subcontractor on the *Tremonton Main Street Urban Design Plan*, creating Section 4 of the *Main Street Streetscape Design*, providing Tremonton City with high-quality urban design for Main Street; and

WHEREAS, the Contractor has assembled a team of other professionals (hereafter known as “Associates” and “Subcontractors”) to assist the Contractor in providing design services and deliverables for the improvements at Midland Square; and

WHEREAS, on October 10, 2023, a selection committee comprised of the Mayor, City Manager, Main Street Manager, Public Works Director, Parks & Recreation Director, and City Engineer interviewed the Contractor and heard a presentation as contained in Exhibit “C” of Resolution No. 23-64 regarding the Contractor’s proposal for the project; and

WHEREAS, the selection committee recommends that Tremonton City select this firm as the urban design firm to design Midland Square improvements; and

WHEREAS, the Contractor and its Associates and Subcontractors possess highly specialized skills and talents associated with urban design; and

WHEREAS, the City is desirous to enter into a professional services agreement with the Contractor, wherein the Contractor will provide the City professional urban design services; and

WHEREAS, the Contractor is desirous to provide the City with urban design services, specific to Midland Square.

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 provide urban design services consistent with and in a manner to achieve and provide all services and deliverables contained in Exhibit “A,” Exhibit “B,” and Exhibit “C” of Resolution No. 23-64, collectively referred to as the “Deliverables,” “Scope of Work,” “Project,” or “Services.”

SECTION 2 - TERMS OF AGREEMENT

2.01. Term of Agreement. This Agreement shall commence on the latter of the date that this Agreement is signed by the Parties and shall terminate upon completion of providing the Deliverables. Additionally, the City may terminate or suspend the Project at any time, with or without cause, by providing written notice to the Contractor of the termination or suspension of this Agreement.

If this Agreement is terminated or suspended for more than thirty (30) days, the Contractor shall provide an invoice to the City itemizing and describing reasonable expenses incurred by the Contractor before the City’s termination or suspension of the Agreement. The City shall pay only reasonable expenses, as determined solely by the City Manager documented in the Contractor’s submitted invoice. The Contractor may appeal the City Manger’s decision of the amount paid to the City Council, whose decision shall be final.

Upon paying the invoiced amount for the work Contractor, Subcontractor, and Associates shall surrender the work product and Deliverables in a format that the City can easily reproduce and manipulate.

2.02. Compensation and Timelines. The Contractor shall be compensated an amount not exceeding \$17,505 (“Fee”) for finishing its entirety Scope of Work and providing Deliverables in a format that the City can easily reproduce and manipulate.

The Contractor shall submit such invoices monthly after the performance of the underlying Services. All such invoices shall be in a form reasonably acceptable to the City and shall include the following: (a) references to the date of the Agreement, (b) itemization and description, in detail, the Services performed, and (c) copies of supporting documents. If the aggregate of all monthly invoices and the Services are acceptable to the City, then the City shall pay the amount set forth in the invoice within thirty (30) days of receipt.

The Contractor agrees to negotiate compensation that they shall pay Subcontractors and Associates that work on this Project. The City shall pay the aforementioned compensation amount to the Contractor, who shall, in return, pay their Subcontractors and Associates their negotiated compensation.

The Contractor, Subcontractors, and Associates agree to expeditiously work towards completion of the Scope of Work or Project based upon the Project Schedule contained in the Exhibits and within this Agreement.

2.03 Independent Contractor. The Contractor, Subcontractor, and Associates are independent contractors and shall not be eligible for employee benefits from the City such as, but not limited to, health insurance, dental insurance, 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 at the completion of the Tax year in which work is performed.

SECTION 3 - OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

3.01 Skills and Expertise. The Contractor represents that they and their Associates and Subcontractors possess the requisite skill, expertise, and licensing to perform the required services. The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by urban design professionals practicing in the same or similar locality under the same or similar circumstances.

3.02 Authority. The undersigned each represents they have full authority to sign this Agreement and enter into it on behalf of the Party to the Agreement so reflected by each signature. The Contractor also represents that they have the authority to bind his Subcontractors or Associates to the terms of this Agreement.

SECTION 4 - OWNERSHIP OF ANY WORK PRODUCT

4.01. Copyright; Right of Use by City. The City shall retain the following ownership, and rights, together with the copyright, to any elements associated with the urban design, architecture, and landscape architecture created as a result of the Scope of Work or Project, and Deliverables by the Contractor and his Subcontractors and Associates engaged in Tremonton City’s Scope of

Work or Project. Upon paying the invoiced amount for the work, the Contractor, Subcontractor, and Associates shall surrender the work product and Deliverables in a format that the City can easily reproduce and manipulate.

(a). The City shall be able to use any work product or Deliverable, which includes but is not limited to writing, photographs, graphic illustrations, plans, brands, slogans, trademarks, etc. associated with and contributing to the Scope of Work, Project, work product and Deliverables contained in this Agreement.

(b). Various members of the media shall be able to reproduce any product or Deliverable for media including, but not limited to, newspapers, magazines, newsletters, television stations, and movie makers, to photograph, film, or videotape the Scope of Work, Project, urban design work product, and deliverables.

4.02. Right of Use by the Contractor. Notwithstanding the aforementioned copyright retained by the City, the Contractor, and his Subcontractors and Associates shall have unrestricted use to provide representations, references, illustrations, or copies, in whole or in part, of any of the Scope of Work, Project, work products or Deliverables, for its own marketing and promotional purposes, either in printed or electronic formats.

SECTION 5 - INDEMNIFICATION

5.01 Indemnity. The Contractor agrees to indemnify and hold harmless the City from all liability arising from any and all services provided by the Contractor, its Subcontractors and Associates, and/or its agents, criminal wrongdoing on the part of the Contractor its Subcontractors and Associates and/or its agents, negligent acts by Contractor its Subcontractors and Associates and/or its agents, intentional acts by Contractor its Subcontractors and Associates and/or its agents. Nothing herein shall be construed to require the Contractor to indemnify the City against the City's own negligence.

SECTION 6 - INSURANCE

6.01 Insurance. The Contractor shall be responsible for obtaining its own Worker's Compensation Insurance and Employer's liability insurance. Additionally, the Contractor shall be required to possess errors and omissions insurance coverage.

SECTION 7 - MISCELLANEOUS

7.01 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.

7.02 Further Instruments. The Parties hereto agree 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.

7.03 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.

7.04 Preparation of Agreement. The Parties hereto acknowledge they have both participated in the preparation of this Agreement and, in the event, 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.

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

7.06 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.

7.07 Modification. The Agreement may not be modified in any manner except in writing, signed by each of the Parties.

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

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

Attention: Ben Levenger
Downtown Redevelopment Services
750 Kearns Boulevard
PO Box 325
Park City, Utah 84060

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

7.10 Incorporation of Recitals and Exhibits. All recitals and exhibits contained herein and/or attached hereto and contained in Resolution No. 23-64) are hereby incorporated into the Agreement.

7.11 Severability. In the event that 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 portions of the Agreement shall remain in full force.

7.12 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.

7.13 Applicable Law, Jurisdiction, and Venue. The Agreement shall be interpreted in accordance 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.

7.14 Survival of Terms. Any term in the Agreement intended by its nature to survive the execution date of the Agreement shall so survive.

7.15 Associates Compliance with Agreement. The Contractor shall be responsible for ensuring that Subcontractors and Associates working under this Agreement are bound and shall comply with all the terms in this Agreement.

7.16 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 the City to secure favorable treatment with respect to being awarded this Agreement.

7.17 Force Majeure. Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond that Party's reasonable control.

7.18 Time of the Essence and Penalties. The Contractor agrees that time is of the essence associated with the Services in this Agreement. Barring any Force Majeure, the Contractor shall complete the Services as identified in Section 1 and the attached as Exhibits within Resolution No. 23-64 by December 31, 2023. If the Contractor is not able to complete the Services in the allotted time, due to delays caused by the Contractor, the Contractor agrees to accept as a penalty a twenty-five percent (25%) reduction in its Fee. If this penalty is applied because the Contractor fails to complete the Services as contained in this Agreement, the Contractor agrees to return to the City twenty-five percent (25%) of any previously paid amounts upon the City's written noticing of missing the deadline. If the penalty is applied, the Contractor agrees to continue in all diligence and good faith to complete the work as soon as possible.

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

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

By: _____
Lyle Holmgren, Mayor

ATTEST:

By: _____
Linsey Nessen, City Recorder

DOWNTOWN REDEVELOPMENT SERVICES

By: _____
Ben Levenger, President (Date)

RESOLUTION NO. 23-65

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN TREMONTON CITY AND THE CHRISTENSEN FAMILY TRUST FOR TREMONTON CITY'S PURCHASE OF LAND FOR THE FUTURE EXPANSION OF 1200 SOUTH AS A MINOR ARTERIAL ROAD

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

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

WHEREAS, the City's Transportation Plan identifies the existing classification of 1200 South as a Minor Arterial Road (see Exhibit "A" City's Transportation Master Plan) and establishes that this right-of-way needs to be expanded from a 66-foot corridor to an 80-foot corridor (see Exhibit "B" for cross-section for an 80-foot Minor Arterial Road); and

WHEREAS, as a condition of approving a subdivision along the 1200 South corridor, the City has or will exact property and require improvements for expanding 1200 South proportionate to a development's impact as allowed in Utah Code 10-9a-508; and

WHEREAS, more specifically, the City has exacted the property and required improvements from the Aspen Ridge, Phase 1 and Phase 2 development to widen the existing 1200 South from a 66' corridor to an 80' corridor as a conditional of the City's approval of a subdivision plat (i.e., exaction); and

WHEREAS, the Developer of the Harvest Acres Subdivision and Harvest Acres Village, which are, respectively, located to the west and east of Christensen's property, has agreed to dedicate property and associated improvements necessary to expand the 1200 South corridor from a 66' corridor to an 80' corridor as a conditional of the City approval annexing the property to the City (through a Pre-Annexation Agreement as formalized with Resolution No. 20-39); and

WHEREAS, the remaining property necessary to expand the 1200 South corridor from the intersection of 100 East to 300 West is owned by the Christensen Family Trust (hereinafter "Christensen," with Blake and Jill Christensen as the Trustees(see Exhibit "C"); and

WHEREAS, the properties owned by Christensen are already developed as detached single-family residences on Parcel No. 05-200-0002 and Parcel No. 05-200-0003, and it is not anticipated that this property owner will submit a land use application in the near future wherein Tremonton City could apply the legal standards for exacting property necessary to expand 1200 South as a condition of issuing a land use permit; and

WHEREAS, Tremonton City needs property from Christensen to expand the 1200 South right of way as soon as possible and mitigate the traffic hazard associated with the road narrowing for the bridge over the Central Canal (see Exhibit “D”); and

WHEREAS, Christensen has graciously agreed to cooperate with the City by selling a portion of real property to the City for the expansion of the 1200 South corridor; and

WHEREAS, with the development of the Harvest Acres Development, a land survey was completed for the 1200 South corridor, and it was determined that Tremonton needed to acquire from Christensen 1,873 square feet from Parcel No. 05-200-0002 and 3,920 square feet from Parcel No. 05-200-0003 for a total of 5,793 square feet (see Exhibit “E”); and

WHEREAS, in addition to the fee simple acquisition of 5,793 square feet of real property from Christensen described above, the City also needs to acquire 3,100 square feet of public utility easements (PUE) and municipal utility easements (MUE) from Parcel No. 05-200-0002 and Parcel No. 05-200-0003 (see Exhibit “E”); and

WHEREAS, in contemplating the need to acquire property from Christensen, the City made an application to the Corridor Preservation Fund for financial assistance with the purchase of the right-of-way needed for the expansion of 1200 South; and

WHEREAS, on November 22, 2022, the Box Elder County Commission approved the City’s application for financial assistance from their Corridor Preservation Fund to aid in the purchase of the right-of-way needed for the expansion of 1200 South; and

WHEREAS, Christensen and the City now desire to enter into a Real Estate Purchase Agreement to formalize the City’s acquisition of 1,873 square feet from Parcel No. 05-200-0002 and 3,920 square feet from Parcel No. 05-200-0003 for a total of 5,793 square feet and the acquisition of 3,100 square feet in public utility easements (PUE) and municipal utility easements (MUE) from these same parcels.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Tremonton, Utah, does hereby adopt the Real Estate Purchase Agreement between Tremonton City and Christensen for the City’s purchasing of land required to expand the 1200 South from a 66-foot corridor to an 80-foot corridor and to acquire the necessary public utility easements and municipal utility easements as attached in Exhibit “F.”

Adopted and passed by the governing body of Tremonton City Corporation this 17th day of October 2023.

TREMONTON CITY
A Utah Municipal Corporation

Lyle Holmgren, Mayor

Linsey Nessen, City Recorder

EXHIBIT "A"

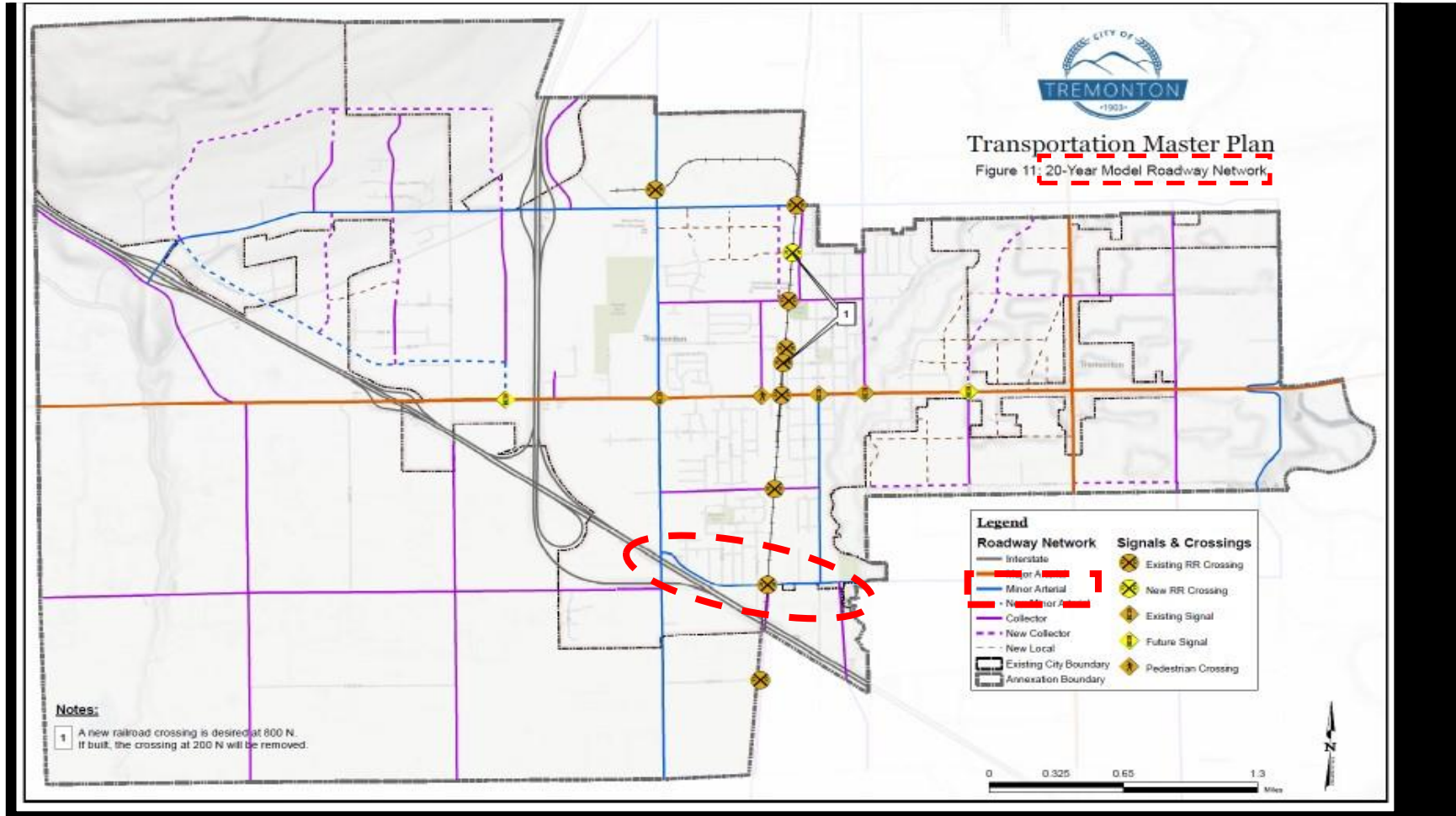


EXHIBIT "B"

Minor Arterial Road Cross Section

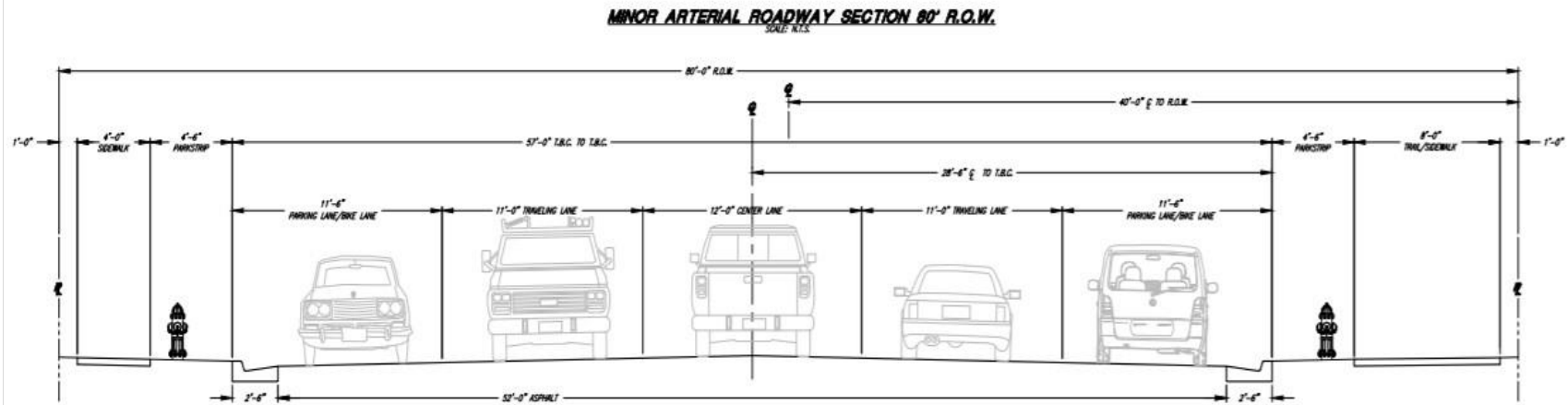


EXHIBIT "C"



Blake & Jill Christensen
Parcel No. 05-2000-0002

Blake & Jill Christensen
Parcel No. 05-2000-0003



EXHIBIT "D"



EXHIBIT "E"

SCALE: 1"=80' (24x36 PLAN SET)

1200 SOUTH ROAD DEDICATION PLAT

PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASELINE AND MERIDIAN TREMONTON, UTAH

LEGEND

SECTION CORNER

QUARTER SECTION CORNER

BOUNDARY LINE

PUBLIC UTILITY EASEMENT (PUE) & MUNICIPAL UTILITY EASEMENT (MUE)

SURVEYOR'S CERTIFICATE

I, Brian G. Lyon, a Registered Land Surveyor, hold Certificate No. 275617, as prescribed by the laws of the State of Utah, and do hereby certify that by authority of the owners, I have made a survey of the tract of land shown on this plat, which is accurately described therein, and have surveyed and tract of land to be hereafter known as 1200 SOUTH ROAD DEDICATION and that the same has been surveyed and staked on the ground as shown on this plat. I further certify that this map was prepared in accordance with Utah Law and represents a true and accurate map of the land to the best of my knowledge and belief.

PROFESSIONAL LAND SURVEYOR
275617
BRIAN G. LYON
2/1/22
STATE OF UTAH

BOUNDARY DESCRIPTION

Part of 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 1305.14 feet along the north line of the Northeast Quarter of said Section 15 to the POINT OF BEGINNING and running

thence S 02°34'15" E 40.00 feet;

thence S 87°25'45" W 654.56 feet parallel to and 40 feet south of the line north of the Northeast Quarter of said Section 15;

thence N 02°34'15" W 13.50 feet;

thence N 87°25'45" E 285.00 feet;

thence N 02°34'15" W 66.00 feet;

thence N 87°25'45" E 25.00 feet;

thence S 02°34'15" E 39.50 feet to the north line of the Northeast Quarter of said Section 15;

thence N 87°25'45" E 544.56 feet along said line to the point of beginning, containing 0.63 acres, more or less.

PUBLIC UTILITY & MUNICIPAL EASEMENT DESCRIPTION

A ten foot wide (10 foot) Public Utility Easement and Municipal Utility Easement located in 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 2159.71 feet along the north line of the Northeast Quarter of said Section 15; thence S02°34'15"E 40.00 feet to the POINT OF BEGINNING and running

thence N87°25'45"E 854.56 feet;

thence S02°34'15"E 10.00 feet;

thence S87°25'45"W 854.56 feet;

thence N02°34'15"W 10.00 feet to the point of beginning.

OWNERS DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, having clear title and full legal authority to dedicate the same, have caused the land described on this plat to be divided into streets, easements and other public uses as designated on the plat, and to be hereinafter known as the "1200 South Road Dedication Plat." We now do hereby dedicate, grant, and convey, in perpetuity, without condition, restriction or reservation to Tremontion City, Utah, all public streets or other public rights-of-way as public thoroughfares, and also dedicate all designated easements for public utilities, municipal utilities, and storm drains, which shall be used for the installation, maintenance and operation of public service utility lines, municipal utility lines and storm drain lines as intended for public use, municipal use, and all other places of public use and enjoyment to Tremontion City, Utah, executed between the undersigned and Tremontion City, for the benefit of Tremontion City and the inhabitants thereof.

In witness whereof, we have hereunto set our hands this ____ day of _____, 2022.

C. Blake Christensen,
Trustee of the Christensen Family Trust, dated the 22nd day of May, 1992

J. M. Christensen,
Trustee of the Christensen Family Trust, dated the 22nd day of May, 1992

President
Bear River Canal Company, Inc.

Mayor
Tremontion City Corporation

DEDICATION TABLE

| PARCEL NO. | OWNER | NET AREA |
|-------------|-------------------------------------|-----------|
| 05-200-0002 | BLAKE C. CHRISTENSEN, TR. | 1890 s.f. |
| 05-200-0003 | BLAKE C. CHRISTENSEN, TR. | 3945 s.f. |
| 05-200-0023 | TREMONTION CITY BEAR RIVER CANAL | 2340 s.f. |

P.U.E. & M.U.E. DEDICATION TABLE

| OWNER | NET AREA |
|---------------------------|-----------|
| BLAKE C. CHRISTENSEN, TR. | 2482 s.f. |
| BEAR RIVER CANAL | 5486 s.f. |
| TREMONTION CITY | 576 s.f. |

LINE TABLE

| PARCEL NO. | BEARING |
|------------|-------------|
| L1 | N87°25'45"E |
| L2 | S02°34'15"E |
| L3 | S87°25'45"W |
| L4 | N02°34'15"W |

NOTES/SURVEYOR NARRATIVE

- THE PURPOSE OF THIS SURVEY WAS TO SURVEY THE BEFORE SAID PARCEL OF GROUND TO BE DEDICATED AS A PUBLIC RIGHT OF WAY. THE SURVEY WAS REQUESTED BY CARTH DAY.
- THE BASIS OF BEARING IS S 87°25'45" W BETWEEN THE NORTHEAST CORNER AND SOUTH QUARTER CORNER SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASELINE AND MERIDIAN.
- THE RIGHT OF WAY IS LINE WAS ESTABLISHED 40' SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15.
- AREA DEVELOPPABLE FOR ROAD USE IF EASEMENT ENCROACHMENT AGREEMENT ENTERED INTO WITH BEAR RIVER CANAL COMPANY OR SUCCESSIVE INTEREST.

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF BOX ELDER }
On this ____ day of _____, 20____, personally appeared before me, _____, who being by me duly sworn did say and acknowledge that he/she is an officer of Bear River Canal Company, Inc., a Utah Corporation, which Corporation is the Owner of the real property listed herein, and executed the foregoing instrument as the authorized agent of the Corporation, and that said authorization to sign on behalf of the Corporation came pursuant to a Resolution of the Board of Directors, the Articles of Incorporation, and/or the Corporate Bylaws.

My commission expires: _____
Notary Public
Residing at: _____

TRUST ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF _____ }
On this ____ day of _____, A.D. 2022, personally appeared before me, C. Blake Christensen who being by me duly sworn did say and acknowledge that he/she is the Trustee of the Christensen Family Trust, dated the 22nd day of May, 1992, which Trust is the Owner of the real property listed herein, and executed the foregoing instrument as the Trustee of the Trust, and that said authorization to sign on behalf of the Trust came up pursuant to the Declaration of Trust of the Trustors.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING AT: _____

TRUST ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF _____ }
On this ____ day of _____, A.D. 2022, personally appeared before me, J. M. Christensen, who being by me duly sworn did say and acknowledge that he/she is the Trustee of the Christensen Family Trust, dated the 22nd day of May, 1992, which Trust is the Owner of the real property listed herein, and executed the foregoing instrument as the Trustee of the Trust, and that said authorization to sign on behalf of the Trust came up pursuant to the Declaration of Trust of the Trustors.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING AT: _____

1200 SOUTH ROAD DEDICATION PLAT

PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASELINE AND MERIDIAN TREMONTION, UTAH

DEVELOPMENT REVIEW COMMITTEE

Presented to the Tremontion City Development Review Committee this ____ day of _____, A.D., 2022.

Tremontion City Development Review Chairman _____ Date _____

CITY COUNCIL APPROVAL AND ACCEPTANCE

Presented to the Tremontion City this ____ day of _____, A.D., 2022.

Mayor _____ Date _____

City Recorder _____ Date _____

ENGINEER'S CERTIFICATE

I certify that I have examined this plat and find it to be correct and in accordance with information on file in the office.

Date _____ City Engineer _____

APPROVAL AS TO FORM

Approved as to form this ____ day of _____, A.D., 2022.

City Attorney _____

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF BOX ELDER }
On this ____ day of _____, 20____, personally appeared before me, _____, who being by me duly sworn did say and acknowledge that he/she is an officer of Tremontion City, a Utah Corporation, which Corporation is the Owner of the real property listed herein, and executed the foregoing instrument as the authorized agent of the Corporation, and that said authorization to sign on behalf of the Corporation came pursuant to a Resolution of the Board of Directors, the Articles of Incorporation, and/or the Corporate Bylaws.

My commission expires: _____
Notary Public
Residing at: _____

BOX ELDER COUNTY RECORDER

ENTRY NO. _____ FEE PND _____ FILED FOR RECORD AND RECORDED _____ AT _____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____ RECORDED FOR _____

BOX ELDER COUNTY RECORDER
By: _____ DEPUTY

ALLIANCE CONSULTING ENGINEERS

150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
allianceclogan@yahoo.com

EXHIBIT "F"

**A REAL ESTATE PURCHASE AGREEMENT BETWEEN TREMONTON CITY AND
THE CHRISTENSEN FAMILY TRUST FOR TREMONTON CITY’S PURCHASE OF
LAND FOR THE FUTURE EXPANSION OF 1200 SOUTH AS A MINOR ARTERIAL
ROAD**

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter “Agreement”) is made and entered into as of the 17th day of October 2023, by and between Tremonton City, a body corporate and politic of the State of Utah (hereinafter referred to as the “City”) and of the Christensen Family Trust, (hereinafter referred to as “Christensen”), with Blake and Jill Christensen as Trustees. Tremonton and Christensen are sometimes referred to herein individually as a “Party” and collectively as the “Parties.” The Christensen Family Trust is sometimes referred to herein individually as “Seller.” Tremonton City is sometimes referred to herein individually as “Buyer.”

RECITALS:

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

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

WHEREAS, the City’s Transportation Plan identifies the existing classification of 1200 South as a Minor Arterial Road (see Exhibit “A” City’s Transportation Master Plan) and establishes that this right-of-way needs to be expanded from a 66-foot corridor to an 80-foot corridor (see Exhibit “B” for cross-section for an 80-foot Minor Arterial Road); and

WHEREAS, as a condition of approving a subdivision along the 1200 South corridor, the City has or will exact property and require improvements for expanding 1200 South proportionate to a development’s impact as allowed in Utah Code 10-9a-508; and

WHEREAS, more specifically, the City has exacted the property and required improvements from the Aspen Ridge, Phase 1 and Phase 2 development to widen the existing 1200 South from a 66’ corridor to an 80’ corridor as a conditional of the City’s approval of a subdivision plat (i.e., exaction); and

WHEREAS, the Developer of the Harvest Acres Subdivision and Harvest Acres Village, which are, respectively, located to the west and east of Christensen’s property, has agreed to dedicate property and associated improvements necessary to expand the 1200 South corridor from a 66’ corridor to an 80’ corridor as a conditional of the City approval annexing the property to the City (through a Pre-Annexation Agreement as formalized with Resolution No. 20-39); and

WHEREAS, the remaining property necessary to expand the 1200 South corridor from the intersection of 100 East to 300 West is owned by the Christensen Family Trust (hereinafter “Christensen” or “Seller”) with Blake and Jill Christensen as Trustees Christensen (see Exhibit “C”); and

WHEREAS, the properties owned by Christensen are already developed as detached single-family residences on Parcel No. 05-200-0002 and Parcel No. 05-200-0003, and it is not anticipated that this property owner will submit a land use application in the near future wherein Tremonton City could apply the legal standards for exacting property necessary to expand 1200 South as a condition of issuing a land use permit; and

WHEREAS, Tremonton City needs property from Christensen to expand the 1200 South right of way as soon as possible and mitigate the traffic hazard associated with the road narrowing for the bridge over the Central Canal (see Exhibit “D”); and

WHEREAS, Christensen has graciously agreed to cooperate with the City by selling a portion of real property to the City for the expansion of the 1200 South corridor; and

WHEREAS, with the development of the Harvest Acres Development, a land survey was completed for the 1200 South corridor, and it was determined that Tremonton needed to acquire from Christensen 1,873 square feet from Parcel No. 05-200-0002 and 3,920 square feet from Parcel No. 05-200-0003 for a total of 5,793 square feet (see Exhibit “E”); and

WHEREAS, in addition to the fee simple acquisition of 5,793 square feet of real property from Christensen described above, the City also needs to acquire 3,100 square feet of public utility easements (PUE) and municipal utility easements (MUE) from Parcel No. 05-200-0002 and Parcel No. 05-200-0003 (see Exhibit “E”); and

WHEREAS, in contemplating the need to acquire property from Christensen, the City made an application to the Corridor Preservation Fund for financial assistance with the purchase of the right-of-way needed for the expansion of 1200 South; and

WHEREAS, on November 22, 2022, the Box Elder County Commission approved the City’s application for financial assistance from their Corridor Preservation Fund to aid in the purchase of the right-of-way needed for the expansion of 1200 South; and

WHEREAS, Christensen and the City now desire to enter into a Real Estate Purchase Agreement to formalize the City’s acquisition of 1,873 square feet from Parcel No. 05-200-0002 and 3,920 square feet from Parcel No. 05-200-0003 for a total of 5,793 square feet and the acquisition of 3,100 square feet in public utility easements (PUE) and municipal utility easements (MUE) from these same parcels.

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

SECTION 1- PROPERTY SURVEY AND SUBDIVISION

1.1 Legal Descriptions. Christensen consented to the City contracting with Brian Lyon, a licensed surveyor with Alliance Consulting Engineers, to provide legal descriptions of the portion

of the parcels to be purchased and easements to be acquired. The completed legal description shall be used to prepare a warranty deed with the official square footage of the two (2) purchase parcels (hereafter collectively referred to as “Purchase Parcels”) and the two (2) public utility (PUE) and municipal utility easements (MUE) (hereafter collectively referred to as “Purchase Easements.”) Previous square footages of the Purchase Parcel provided to Christensen, as contained in the appraisal reports, were an estimate with the square footages determined by the licensed surveyor as included in Exhibit “1” being the official square footages. The City paid the professional fees of the licensed surveyor to prepare the legal descriptions.

SECTION 2- APPRAISALS & PROPERTY VALUES

2.1 Appraisals Reports. Christensen consented to the City contracting with David P. Holtby, a licensed appraiser with the DH Group, to determine the appraised value of the Purchase Parcels and Purchase Easements legally described in Exhibit “1” through an appraisal. The date of all the valuation of the appraisal was February 18, 2022, with the date of the report of the appraisal being March 29, 2022. A complete copy of the appraisal report was given to Christensen, with excerpts of the appraisal report attached as Exhibit “2” of this Agreement.

2.2 Purchase Price for Purchase Parcels. The Parties agree that the purchase price of \$39,102.75 will be paid to Christensen for Christensen conveying to the City, by warranty deed, clear title for the Purchase Parcels. Specifically, Christensen will deed to the City 1,873 square feet from Parcel No. 05-200-0002 and 3,920 square feet from Parcel No. 05-200-0003, which are legally described in Exhibit “1,” collectively referred to as the Purchase Parcels.

The surveyor determined the square footage value as further detailed in Section 1.1 of this Agreement for the Purchase Parcels, which has been multiplied by \$6.75 per square foot (see page 44 of the appraisal report), which is the value determined by the Appraiser as further detailed in Section 2.1 and Exhibit “2.” The total purchase price per square foot to be paid to Christensen for the Purchase Parcels is further explained below:

| | |
|---------------------------|--|
| <u>\$12,642.75</u> | Calculated by multiplying \$6.75 per square, which was determined to be the market value of Parcel No. 05-200-0002 by 1,873 square feet being the size of the Purchase Parcel from Parcel No. 05-200-0002. |
| <u>\$26,460.00</u> | Calculated by multiplying \$6.75 per square, which was determined to be the market value of Parcel No. 05-200-0003 by 3,920 square feet being the size of the Purchase Parcel from Parcel No. 05-200-0003. |
| <i>\$39,102.75</i> | <i>Total amount paid to Christensen for conveying clear title of the Purchase Parcels to the City</i> |

The City is using funds from the Box Elder County Local Transportation Corridor Preservation Fund to pay the amount determined to be the market value of the Purchase Parcel. The use of the Box Elder County Local Transportation Corridor Preservation Fund is further described in Section 3.2 of this Agreement.

2.3 Purchase Price for Purchase Easements. In accordance with Section 2.06.085 of the Tremonton City Land Use Code, easements are needed to place utilities on the Purchase Parcels as contained in Exhibit “1.” The Parties agree that the purchase price of \$10,447.00 will be paid to Christensen for Christensen granting to the City a perpetual Public Utility Easement (PUE) and Municipal Utility Easement (MUE). Specifically, Christensen will grant to the City 1,400 square feet from Parcel No. 05-200-0002 and 1,700 square feet from Parcel No. 05-200-0003, which is legally described in Exhibit “1,” and collectively referred to as Purchase Easements.

With the grant of perpetual easements, Christensen will continue to own the land, which shall be encumbered by the MUE and PUE, and is granting rights and permissions for public utilities and municipal utilities to access and occupy the land with the Purchase Easements. Christensen agrees the public utility easement (PUE) allows any public utility provider to install above-ground or underground public utilities and public utility infrastructure, including, but not limited to, electrical, natural gas, telecommunications, fiber optic lines, and other public utilities, including utility poles for power, telephone, power, pedestals, transformers, etc.

Christensen agrees the municipal utility easement (MUE) allows any municipal utility provider to install above-ground or underground utilities and municipal utility infrastructure, including, but not limited to, culinary and secondary water, sewer lines, storm drain links, and fiber optic lines, utility poles, and infrastructure.

The surveyor determined the square footage value as further detailed in Section 1.1 of this Agreement for the Purchase Easements, which has been multiplied by \$3.37 per square foot, which is the value determined by the Appraiser as further detailed in Section 2.1 and Exhibit “2.” On page 51 of the appraisal report contained in Exhibit “2,” a licensed real estate appraiser has determined the market value of the perpetual public utility and municipal utility easements to be 50% of the value of the property. The total purchase price per square foot to be paid to Christensen for the Purchase Easements is further explained below:

\$4,718.00 Calculated by multiplying \$3.37 per square, which was determined to be 50% of the market value of Parcel No. 05-200-0002 by 1,400 square feet being the size of the Purchase Easement.

\$5,729.00 Calculated by multiplying \$3.37 per square, which was determined to be 50% of the value of the market value of Parcel No. 05-200-0003 by 1,700 square feet, being the size of the Purchase Easement.

\$10,447.00 ***Total to be paid to Christensen for conveying to the City a Deed of Easement, Public Utility, and Municipal Utility Easement to the City***

The City is prohibited from using the Box Elder County Local Transportation Corridor Preservation Fund to acquire perpetual public utility easements.

2.4 Purchase Price for Surface Improvement. The Purchase Parcels the City is acquiring have surface improvements (i.e., landscaping, driveway, etc.). The City is required to compensate Christensen for the appraised value of these surface improvements (see page 52 of the appraisal

report contained in Exhibit “2”). The total amount paid to Christensen for the appraised Surface Improvements is further explained below:

- \$1,822.50 Asphalted Driveway. The Appraiser assigned a unit cost of \$4.05 a square foot for the asphalted driveway portion of Parcel No. 05-200-0002 multiplied by 450 square feet, which is the area the Appraiser calculated the City would purchase as part of the Purchase Parcels.
- \$9,423.75 Landscape Improvements. The Appraiser assigned a unit cost of \$1.75 a square foot for the landscaped areas of Parcel No. 05-200-0002 and Parcel No. 05-200-0003 multiplied by 5,385 square feet, the area the Appraiser calculated the City would purchase as part of the Purchase Parcels.
- \$3,320 Remaining Landscape Improvements. The Appraiser assigned a lump sum amount for the remaining landscape improvements (including shrubs, deciduous trees, and evergreen trees) valued at \$3,320 on the Purchase Parcels.
- \$14,566.25 Total amount paid to Christensen for the Appraised Surface Improvements on Purchase Parcels***

The City is using funds from the Box Elder County Local Transportation Corridor Preservation Fund to pay the amount determined to be the market value of the appraised Surface Improvements. The use of the Box Elder County Local Transportation Corridor Preservation Fund is further described in Section 3.2 of this Agreement.

2.5 Purchase Price for Evergreen Trees. Christensen has expressed remorse that the two evergreen trees located on the Purchase Parcels will be removed as part of the expansion of 1200 South. The Christensen family planted these trees years ago, which have been a valued landscape feature of their front yard landscape for their home, providing privacy, shade, and a windbreak.

The Appraiser informed the City that the value of the evergreen trees was included in the lump sum amount of \$3,320 described above as the value of the remaining landscape improvements. Further, the Appraiser informed the City that the value assigned to these trees is based on a market value approach regarding what the Appraiser perceives as the amount of money that a potential buyer would pay more in the purchase price for a property that had these trees as compared to a property that does not have the same mature trees. The Appraiser felt these trees had a market value of approximately \$1,000. The City and Christensen negotiated an enhanced value for the evergreen trees. The total enhanced amount to be paid to Christensen for the Evergreen Trees is further explained below:

- \$1,000 Evergreen Trees on Purchase Parcels (1 of 2 trees). The City and Christensen negotiated an enhanced value for the evergreen tree of an additional \$1,000.
- \$1,000 Evergreen Trees on Purchase Parcels (2 of 2 trees). The City and

Christensen negotiated an enhanced value for the evergreen trees of an additional \$1,000.

\$2,000 ***Total amount paid to Christensen for the negotiated enhanced value of Evergreen Trees located on the Purchase Parcels***

The City is prohibited from using Box Elder County Local Transportation Corridor Preservation Fund to pay an amount above the market value for the Surface Improvements as determined by an Appraiser.

SECTION 3- PROPERTY ACQUISITIONS

3.1 Title and Closing. The Purchase Parcels associated with this Agreement will be conveyed by Warranty Deed, prepared by US Title Insurance Agency, in Tremonton, UT. The closing date will be mutually agreeable to the Parties but shall not be more than one hundred and twenty (120) days after execution of this Agreement.

3.1.1 Contact Information for Escrow Officer. Coordination of the closing can be done by contacting Jenny Goring, Escrow Officer. Jenny Goring's contact information is provided below.

Jenny Goring, Escrow Officer
US Title Insurance Agency
53 North 775 East Tremonton, UT 84337
435-257-5176
jgoring@ustitleutah.com

3.1.2 Title Review for Title Exceptions. Before Closing, if there are title exceptions, the Buyer shall have until Closing to perform due diligence. If, prior to Closing, the Buyer desires to cancel the transaction based on a legitimate title exception, it may elect to do so at Buyer's sole discretion. Such an election shall terminate the Agreement in whole without any recourse.

3.1.3 Cost of Title Insurance. The Buyer shall be responsible for the payment of Title Insurance for the Purchase Parcel.

3.2 Box Elder County Local Transportation Corridor Preservation Fund Requirements. The Utah State Legislature authorized, and Box Elder County adopted, the Local Option Transportation Corridor Preservation Fee of up to ten dollars (\$10.00) on each motor vehicle registration within Box Elder County for the advance acquisition of right-of-way for future transportation corridors. The City uses funds from the Box Elder County Local Transportation Corridor Preservation Fund to acquire property from Christensen for a portion of 1200 South minor arterial road. The Parties understand that the Box Elder County Local Transportation Corridor Preservation Fund is restricted to funding the acquisition of property associated with the expansion of the 1200 South corridor and can only pay the property's market value as determined by a licensed Appraiser. The Parties agree to comply with Box Elder County's process in Exhibit "3"

for the City’s purchase of the Purchase Parcels and Surface Improvements.

3.3 Real Property Purchase between Christensen(Seller) and the City (Buyer). Christensen hereby agrees to sell, transfer, and convey, by Warranty Deed, to the City the Purchase Parcels, free and clear of any lien or encumbrance, and the City hereby agrees to acquire the Purchase Parcels as legally described in Exhibit “1,” which is hereby attached and incorporated hereto. Additionally, Seller hereby agrees to perpetually grant, to the City, the Purchase Easements, and the City hereby agrees to acquire the Purchase Easements as legally described in Exhibit “1.”

Subject to the terms and conditions of this Agreement, and in exchange for Christensen selling, conveying, and granting the Purchase Parcels and Purchase Easements to the City, together with the covenants and warranties provided by Christensen herein, the City agrees to pay Christensen the sum of \$66,116.00, which is the grand total of the amount enumerated in Section 2 of this Agreement as itemized below:

| | |
|-----------------------|---|
| \$39,102.75 | Amount paid for conveying clear title of the Purchase Parcels to City |
| \$10,447.00 | Amount paid for conveying deed of easement for Purchase Easements to City |
| \$14,566.25 | Amount paid for the appraised Surface Improvements on Purchase Parcels |
| <u>\$2,000</u> | Amount paid for the negotiated enhanced value of Evergreen Trees |
| \$66,116.00 | <i>Grand Total amount paid to Christensen with this Real Estate Purchase Agreement</i> |

3.4 Property Taxes. The Seller shall be responsible for the pro-rata share of the property taxes until the date of Closing, with the Buyer being responsible for the pro-rata share of the property taxes from the date of Closing moving forward.

SECTION 4 - EXPANSION OF 1200 SOUTH CORRIDOR

4.1 Harvest Acres & Harvest Village Subdivision Expansion of 1200 South Corridor. The Developer of the Harvest Acres and Harvest Acres Village Subdivisions, which are, respectively, located to the west and east of the Purchase Parcel, have agreed to dedicate property to the City necessary to expand the 1200 South corridor from a 66’ corridor to an 80’ corridor as a conditional of the City approval annexing the property to the City (through a Pre-Annexation Agreement as formalized with Resolution No. 20-39).

In accordance with Utah Code 10-9a-508, proportionate to the impact that the Harvest Acres and Harvest Villages Subdivisions have on expanding the 1200 South corridor from a 66’ corridor to an 80’ corridor, the City, as a condition of approving these subdivision plats, required road improvements. These road improvements include a sidewalk, curb, gutter, storm drain system, road substructure, and asphalt surface for the expansion of 1200 South. As part of recording the subdivision plats in the Box Elder County Recorder’s Office, the City requires the Developer to provide a financial guarantee (i.e., escrow bond) that these road improvements will be constructed. Before releasing the Developer’s financial guarantee, the Developer will construct the above-noted road improvements.

Before the Developer can start these road improvements, Rocky Mountain Power will relocate the power poles to the final location associated with the 1200 South corridor being expanded from a 66' foot corridor to an 80' corridor. Before Rocky Mountain Power can move these power poles to their final location, the City needs to acquire the Purchase Parcels and Purchase Easements described in this Agreement.

4.2 Moving of the Power Lines. The City negotiated with Rocky Mountain Power, through the renewing of an Electric Utility Franchise and General Utility Easement, that Rocky Mountain Power would relocate the power poles necessary for the expansion of the 1200 South corridor (see Resolution No. 21-04 and Ordinance No. 21-07). As described above, these power poles will be relocated from their existing location to the new location either within the park strip or the Public Utility Easements (PUE), and Municipal Utility Easements (MUE).

4.3 City Timing of Construction of 1200 South Expansion. It is the City's obligation to construct road improvements that include, but are not limited to, sidewalk, curb, gutter, storm drain system, road substructure, and asphalt surface for the expansion of 1200 South on the Purchase Parcels.

The City Engineer has received or will receive, and has approved, or will approve, the construction plans from the Developer of the Harvest Acres and Harvest Acres Village Subdivisions that show the associated road improvements that will expand the 1200 South corridor from 66' feet to an 80' foot corridor. Based upon the Developer's approved construction drawings for the road improvements, the City Engineer will create construction plans for the road improvements on the Purchase Parcels. The City has not finalized the drawings and does not have a cost estimate associated with the road improvements for the Purchase Parcel.

Christensen understands and accepts that there is no obligation to construct or no obligation regarding the timing of constructing the aforementioned road improvements. Elements that will affect the timing of constructing the road improvements include the availability of funds appropriated by the City Council, the availability of construction materials, and the City receiving approval from the Bear River Canal Company regarding the installation of a new culvert necessary to convey the Central Canal irrigation water.

SECTION 5 - COMMON OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES OF THE SELLER

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

5.1 Authority of the Seller. The Seller hereby represents to the Buyer that the Seller has full authority to comply and fulfill their obligations covenanted herein.

5.2 Authorization of the Seller. The Seller has full power and authority to enter into and to perform their obligations under this Agreement. The Seller has duly and validly authorized the execution and delivery of this Agreement by the Seller and the performance of the transactions

contemplated hereby, and this Agreement is binding upon and enforceable against the Seller in accordance with its terms.

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

5.4 Exclusive Ownership of Purchase Parcel & Purchase Easements and Absence of Liens. The Seller of the Purchase Parcels and Purchase Easements has exclusive ownership of all of the property being sold or encumbered, free and clear of any liens, encumbrances, mortgages, lease equities, claims, covenants, and restrictions.

5.5 Compliance with Laws. To the respective Seller's knowledge, after due inquiry, the Seller has not, in the past, utilized the property that is being sold in violation of any law, ordinance, or regulation of any governmental agency or entity.

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

5.7 No Adverse Proceedings. There are no legal, administrative, or other proceedings involving the Purchase Parcels or Purchase Easements being sold or to which the property being sold may be subject.

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

5.9 Environmental Representation. The Seller specifically represents that to the best of its knowledge, all property sold in this Agreement 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, is in compliance with all such requirements pertaining to the disposal or existence in or on such 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 Seller, for itself and its successor(s) in interest, do hereby indemnify and hold harmless the Buyer from any liability whatsoever that may be imposed upon the Buyer 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 sold to the Buyer in connection with this Agreement, provided that such damages or liability are not caused by circumstances arising entirely after the date of closing by the Buyer, except to the extent that such circumstances are the result of the acts or omissions of the Seller.

SECTION 6 - ADDITIONAL RIGHTS AND OBLIGATIONS OF BUYER

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

6.2 Shallow Irrigation Well on Purchase Parcel. Located on or near the Purchase Parcels and Purchase Easements is a shallow irrigation well that Christensen uses to irrigate Parcel No. 05-200-0002 and Parcel No. 05-200-0003. The existing location of the shallow irrigation well conflicts with the road improvements associated with the expansion of the 1200 South Corridor. The Parties agree that, as part of the City's expansion of the 1200 South Corridor, the City will replace the shallow irrigation well on either Parcel No. 05-200-0002 or Parcel No. 05-2000-0003 at a location determined by Blake Christensen.

More specifically, the City's Public Works Crew or the City's contractor will excavate to a reasonable depth where groundwater is found and install a perforated pipe, filter fabric around the pipe, and pack the immediate area around the pipe with gravel to create a collection area for the groundwater to pool. The City crews or the City's contractor will compact the soil in the disturbed area to mitigate the settling of the ground. The City will also restore the landscape to the satisfaction of Christensen. Even with the City's best efforts to compact the soil, the Parties acknowledge that settling of the ground is likely to occur. After several years, when the ground is fully settled at Christensen's election, they can request the City to bring the settled areas back to the grade of the undisturbed area and restore the landscaping to the satisfaction of Christensen. Since the Parties have agreed to treat this issue as a cost to cure, the Appraiser did not assign a market value of the shallow irrigation well.

6.3 Irrigation Headgates on Purchase Parcels. Located on or near the Purchase Parcels and Purchase Easements is an irrigation headgate used to direct irrigation water from a ditch off the Central Canal and conveyed to properties to the west through irrigation piping and to Parcel No. 05-200-0004, which Christensen also owns. Parcel No. 05-200-0004 is actively used for agricultural purposes and flood irrigation. The existing location of the headgate conflicts with the proposed road improvements associated with the expansion of the 1200 South Corridor. The Parties agree that as part of the City's expansion of the 1200 South Corridor, the City will relocate the headgate and install piping to convey water to the ditch users. The City agrees that replacing the headgate and installing the piping will not occur during the Bear River Canal Company's irrigation season, typically from May 1st to October 31st. Since the Parties have agreed to treat this issue as a cost to cure, the Appraiser did not assign a market value of the irrigation headgates.

SECTION 7 - INDEMNIFICATION

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

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

SECTION 8 - MISCELLANEOUS TERMS

8.1 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.

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

8.3 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.

8.4 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.

8.5 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.

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

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

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

8.9 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.

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

8.11 Survival of Terms. Any term in the Agreement that is intended by its nature to survive the execution date of the Agreement shall so survive.

8.12 Severability. Any term or provision of the Agreement that is stricken or voided by a Court of competent jurisdiction shall be severed from the remainder of the Agreement. All terms and provisions not specifically stricken or voided by a Court of competent jurisdiction shall remain in full force and effect.

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

8.14 Notice. Any notice required by this Agreement shall be sent to each Party at the following address:

If to the City:

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

If to Blake C Christensen Trustee ETAL:

Parcel No. 05-200-0002
Blake C. Christensen Trustee
215 W 1200 S
Tremonton, UT 84337

Parcel No. 05-200-0003
Blake C. Christensen Trustee
195 W 1200 S
Tremonton, UT 84337

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

TREMONTON CITY

A body Corporate and Politic of the State of Utah

By: _____

Lyle Holmgren, Mayor

ATTEST:

By: _____

Linsey Nessen, City Recorder

ACKNOWLEDGEMENT

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

On the ___ day of _____, 2023, personally appeared before me Lyle Holmgren the signer of the above instrument, who duly acknowledged to me that he executed the same.

By: _____

Notary Public

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

THE CHRISTENSEN FAMILY TRUST

By: _____

Blake C. Christensen, Trustee

By: _____

Jill Christensen, Trustee

ACKNOWLEDGEMENT

STATE OF UTAH)

:ss.

County of Box Elder)

On the ___ day of _____, 2023, personally appeared before me Blake C. Christensen and Jill Christensen, signers of the above instrument, in their capacities as Trustees of the Christensen Family Trust who duly acknowledged to me that they executed the same.

By: _____

Notary Public

EXHIBIT "1" LEGAL DESCRIPTIONS OF THE PURCHASE PARCEL & PUBLIC UTILITY AND MUNICIPAL UTILITY EASEMENTS

Christensen Road Dedication Legal (part of 05-200-0002)

Part of 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 2159.71 feet along the north line of the Northeast Quarter of said Section 15; thence S02°34'15"E 26.50 feet to the POINT OF BEGINNING and running thence N 87°25'45" E 140.00 feet parallel to and 26.5 feet south of the line north of the Northeast Quarter of said Section 15; thence S 02°34'15" E 13.50 feet; thence S 87°25'45" W 140.00 feet parallel to and 40 feet south of the line north of the Northeast Quarter of said Section 15; thence N 02°34'15" W 13.50 feet to the point of beginning, containing 1,873 square feet, more or less.

Christensen Public Utility & Municipal Utility Easement Legal (part of 05-200-0002)

A ten-foot wide (10-foot) Public Utility Easement and Municipal Utility Easement located in 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 2159.71 feet along the north line of the Northeast Quarter of said Section 15; thence S02°34'15"E 40.00 feet to the POINT OF BEGINNING and running thence N 87°25'45" E 140.00 feet; thence S 02°34'15" E 10.00 feet; thence S 87°25'45" W 140.00 feet; thence N 02°34'15" W 10.00 feet to the point of beginning, containing 1,400 square feet, more or less.

Christensen Road Dedication Legal (part of 05-200-0003)

Part of 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 1849.70 feet along the north line of the Northeast Quarter of said Section 15 to the POINT OF BEGINNING and running
thence S 02°34'15" E 40.00 feet;
thence S 87°25'45" W 170.00 feet parallel to and 40 feet south of the line north of the Northeast Quarter of said Section 15;
thence N 02°34'15" W 13.50 feet;
thence N 87°25'45" E 145.00 feet parallel to and 26.5 feet south of the line north of the Northeast Quarter of said Section 15;
thence N 02°34'15" W 66.00 feet;
thence N 87°25'45" E 25.00 feet;
thence S 02°34'15" E 39.50 feet to the point of beginning, containing 3,920 square feet more or less.

Christensen Public Utility & Municipal Utility Easement Legal (part of 05-200-0003)

A ten-foot wide (10-foot) Public Utility Easement and Municipal Utility Easement located in 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 1849.70 feet along the north line of the Northeast Quarter of said Section 15; thence S02°34'15"E 40.00 feet to the POINT OF BEGINNING and running
thence S 02°34'15" E 10.00 feet;
thence S 87°25'45" W 170.00 feet;
thence N 02°34'15" W 10.00 feet;
thence N 87°25'45" E 170.00 feet to the point of beginning, containing 1,700 square feet, more or less.

EXHIBIT “2”- EXCERPT FROM APPRAISAL



DHgroup

4020 South 700 East #2
Murray, Utah 84107

**AN APPRAISAL REPORT OF
A PARTIAL FEE ACQUISITION AND A PERPETUAL EASEMENT**



**WITHIN PROPERTY OWNED BY
CHRISTENSEN C BLAKE TRUSTEE ETAL**

LOCATED AT
215 WEST 1200 SOUTH,
TREMONTON, UTAH

PREPARED FOR
TREMONTON CITY
ATTN: Mr. Shawn Warnke
Tremontion City
102 South Tremont Street
Tremontion, Utah 84337

PROJECT IDENTIFICATION
PROJECT: 1200 SOUTH
PROJECT PARCEL ID. 05-200-0002, 05-200-0003
PIN No. N/A

PREPARED BY
DAVID P. HOLTBY, APPRAISER

DATE OF VALUATION
FEBRUARY 18, 2022

DATE OF REPORT
MARCH 29, 2022

PROJECT NO. 1200 South
PARCEL NO. 05-200-0002, 05-200-0003 / PIN NO. N/A
OWNERSHIP: Christensen C Blake Trustee ETAL

DH Group LLC
4020 South 700 East ♦ Suite 2 ♦ Murray, UT 84107
Phone: 801-290-2369 ♦ www.dhgrouputah.com



DHgroup

4020 South 700 East #2
Murray, Utah 84107

March 29, 2022

Project No. 1200 South
Pin No. N/A / Parcel No. 05-200-0002, 05-200-0003
Ownership: Christensen C Blake Trustee ETAL

Mr. Shawn Warnke
City Manager
102 South Tremont Street
Tremonton, Utah 843375

Re: An Appraisal Report of a partial fee acquisition and a perpetual easement within property located at 215 West 1200 South, Tremonton, Utah. Project: 1200 South; Parcel No.: 05-200-0002, 05-200-0003, Project Pin No.: N/A. Appraisal file #3001dh0521260 Project Pin No.: N/A. Appraisal file #3001dh0521.

Dear Mr. Warnke:

At your request I have inspected the property owned by Christensen C Blake Trustee ETAL, located at 215 West 1200 South, Tremonton, Utah. The purpose of the inspection and subsequent investigation and analysis is to formulate an opinion of the market value of a partial fee acquisition and a perpetual easement. The partial fee acquisition and perpetual utility easement are to be Tremonton City through negotiation and/or condemnation proceedings incident to the enhancement of the existing 1200 South project.

The defined larger parcel is identified as Box Elder County parcel number 05-200-0002, 05-200-0003. The larger parcel as determined herein contains a total land size of 43,560 square feet, or 1.0 acre. The owner of record is Christensen C Blake Trustee ETAL. The property is currently improved with single family residence. The improvement structures (excluding site improvements) will not be adversely impacted by the project and they are excluded from this analysis and have not been inspected, appraised or otherwise considered herein. The values contained herein are for the underlying land only.

The partial fee acquisition is located along the northern property boundary of the subject property. The acquisition is to be utilized for the enhancement of the existing 1200 South project. The partial fee acquisition, identified as parcel ID 05-200-0002 and -0003, contains a total area of 5,835 square feet, or 0.134 acre. The perpetual easement identified as Parcel ID Christensen PUE is located adjacent south of the partial fee acquisition along the northern portion of the subject property. The perpetual easement will be utilized for public utility purposes. The perpetual easement contains a total combined area of 2,690 square feet, or 0.062 acre. No other proposed acquisitions are planned to impact the subject property and the area of the remainder in the after condition is 33,780 square feet, or 0.776 acres.

PROJECT NO. 1200 South
PARCEL NO. 05-200-0002, 05-200-0003 / PIN NO. N/A
OWNERSHIP: Christensen C Blake Trustee ETAL

DH Group LLC
4020 South 700 East • Suite 2 • Murray, UT 84107
Phone: 801-290-2369 • www.dhgrouputah.com



4020 South 700 East #2
Murray, Utah 84107

Meeting with the Property Owner:

I talked with Mr. Blake Christensen (801-479-5460), the property owner representative, on phone on February 18, 2022. Mr. Christensen indicated that he was aware of the planned project and he expressed concerns relative to the impact the project would have on an existing well, a new asphalt driveway, landscaping and the irrigation ditch. I explained the appraisal process to him and no additional questions were discussed.

I provided my contact information to Mr. Christensen and indicated that he could contact me to discuss any questions or concerns that might arise.

After analyzing all of the data presented in the report, I am of the opinion that the market value "as is" of the partial fee acquisition and perpetual utility easement, as of February 18, 2022, is:

**SIXTY THREE THOUSAND ONE HUNDRED DOLLARS
(\$63,100)**

The results of the appraisal have been prepared and communicated in an Appraisal Report format, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP. As is typical with right-of-way assignment, this report presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of market value. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. Supporting documentation is retained in the appraiser's work file. This appraisal report conforms with, and is subject to, the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, C.F.R. 24.103, the Code of Professional Ethics, applicable Uniform Appraisal Standards for Federal Land Acquisitions and the Utah Department of Transportation (UDOT) FHWA-approved Right-of-Way or Appraisal Manual. The use of this appraisal report, by the client or by a third party, will mean acceptance of all assumptions and limiting conditions contained in the Letter of Transmittal, Preface, and attached report. The appraiser is not responsible for unauthorized use of this report.

The value given is subject to the general assumptions and limiting conditions, and specific extraordinary assumptions stated in the addenda of the report. It is important that the reader of this report review and understand all general and specific assumptions and limiting conditions. The effective date of value is February 18, 2022. The date of the report is March 29, 2022.

As of January 2020, the COVID-19 Virus was spread to the United States. It is largely unknown what long-term effect this will have on local and regional markets; however,

PROJECT NO. 1200 South
PARCEL NO. 05-200-0002, 05-200-0003 / PIN NO. N/A
OWNERSHIP: Christensen C Blake Trustee ETAL

DH Group LLC
4020 South 700 East ♦ Suite 2 ♦ Murray, UT 84107
Phone: 801-290-2369 ♦ www.dhgrouputah.com

EPM

| Project ID: 100 West 500 South to HWY 89/91 | | | | | | | | | |
|---|---------------|-------------------------|----------------------|---------------|------------|---------|--------------|----------|----------|
| Land Acquisitions | Parcel ID | Owner(s) | Fee Acquisition (SF) | Easement (SF) | \$/SF/Unit | Factor | Factor | Totals | TOTAL(S) |
| | .0002 & .0003 | Christensen | 5,835 | | \$6.75 | 1.00 | 1.00 | \$39,386 | |
| | PUE | Christensen | | 2,690 | \$6.75 | 0.50 | 1.00 | \$9,079 | \$48,465 |
| Improvements Acquired | Parcel # | Improvements Acquired | Unit | Quantity | Unit Price | Deprec. | Adj. \$/Unit | Totals | TOTAL(S) |
| | .0002 & .0003 | Sprinklered sod/grass | SF | 5,385 | \$1.75 | 0% | \$1.75 | \$9,424 | |
| | | Evergreen Trees | Each | 2 | \$1,000.00 | 0% | \$1,000.00 | \$2,000 | |
| | | Concrete/Asphalt paving | SF | 450 | \$4.50 | 10% | \$4.05 | \$1,823 | |
| | | Deciduous trees | Each | 4 | \$250.00 | 0% | \$250.00 | \$1,000 | |
| | | Shrubs/Bushes | Est. | 8 | \$40.00 | 0% | \$40.00 | \$320 | \$14,567 |
| Cost To Cure | Parcel # | Cost-to-Cure | Unit | Quantity | Unit Price | Factor | Adj. \$/Unit | Totals | TOTAL(S) |
| | PUE | None | Est. | 0 | \$0.00 | 1.00 | \$0.00 | \$0 | \$0 |
| Damages | Parcel # | Damages | | | | | | Totals | TOTAL(S) |
| | .0002 & .0003 | None | | | | | | \$0 | \$0 |
| Special Benefits | Parcel # | Special Benefits | | | | Factor | Factor | Totals | TOTAL(S) |
| | .0002 & .0003 | None | | | | 1.00 | 1.00 | \$0 | \$0 |
| Total Award | Total Award | | | | | | | | |
| | | Total | | | | | | | \$63,032 |
| | | Total, Rounded Off/Up + | \$68 | | | | | | \$63,100 |

PROJECT NO. 1200 South
 PARCEL NO. 05-200-0002, 05-200-0003 / PIN NO. N/A
 OWNERSHIP: Christensen C Blake Trustee ETAL

DH Group LLC
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 Phone: 801-290-2369 + www.dhgroup Utah.com

RECONCILIATION OF LAND VALUE – BEFORE ACQUISITION

After making adjustments, the adjusted sales range from \$6.34 to \$7.24 per square foot. The indicated average for the comparable sales is \$6.72 per square foot. All of the sales cluster in a relatively tight value range and indicate a median value of \$6.64 per square foot. After reviewing characteristics of the subject and the comparable sales, a concluded market value at \$6.75 per square foot is concluded. Based on previously discussed information, the concluded unit value appears to be reasonable and market-supported. The concluded value of subject is as follows:

Subject Land -- 43,560 SF x \$6.75 per square foot = \$294,030
LAND VALUE BEFORE ACQUISITION = \$294,030

be necessary for lots and homes abutting the corridor. Adjusting 1680 West Gentile down to \$115,000 per acre, down -10% for smaller size, the indicated difference between these two land sales is approximately 25.78 percent.

In general, it was noted that both lots and homes are typically discounted when they are located adjacent to power transmission lines. Typical discounts tend to range from 15-30 percent based on the comparable data obtained.

After reviewing what is common in the market, and after reading and considering the use of the perpetual easements, compensation at 50 percent of the fee value is indicated. The value of the perpetual easement is based on a percentage of \$6.75 per square foot for the portion of the site encumbered by the perpetual easement.

The estimated market value of the perpetual easement is calculated as follows:

| Parcel ID | Easement SF | \$/SF/Unit | Factor | Factor | Totals |
|-----------|-------------|------------|--------|--------|---------|
| PUE | 2,690 | \$6.75 | 0.50 | 1.00 | \$9,079 |

DESCRIPTION AND VALUATION OF THE IMPROVEMENTS ACQUIRED/IMPACTED: As previously indicated the subject property is presently improved with single family residence. The subject structures will not be impacted by the proposed acquisitions and the improvements have not been inspected, appraised or otherwise considered in this appraisal analysis. The highest and best use of the subject as vacant is for residential development. However, there are some site improvements located with the area of the fee acquisition that are lost to the project. It is noted that at the time of inspection the project boundaries had not been staked and the site improvements impacted here are based on measurements taken at the time of inspection, client provided acquisition deeds and from Google aerial images. It is noted that the city has agreed to mitigate the well, irrigation ditch and cure any impacted site improvements within the area of the easement.

In order to determine the contributory value of the impacted improvements several contractors and suppliers of such materials were contacted. A few of the individuals contacted include Mark Simpson a landscaper, All States Landscaping and Property

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 PARCEL NO. 05-200-0002, 05-200-0003 / PIN NO. N/A
 OWNERSHIP: Christensen C Blake Trustee ETAL

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 Phone: 801-290-2369 • www.dhgroup.utah.com

Maintenance, Millcreek Gardens, Home Depot, Lowe's Home Improvement, Morgan Asphalt and the Marshall-Swift Valuation Service. Based on the information provided by these sources the estimated contributory value of the site improvements acquired is indicated in the following table.

| | Parcel # | Improvements Acquired | Unit | Quantity | Unit Price | Deprec. | Adj. \$/Unit | Totals | TOTAL(S) |
|-----------------------|-------------|-------------------------|------|----------|------------|---------|--------------|---------|----------|
| Improvements Acquired | 0002 & 0003 | Spinklered sod/grass | SF | 5,385 | \$1.75 | 0% | \$1.75 | \$9,424 | |
| | | Evergreen Trees | Each | 2 | \$1,000.00 | 0% | \$1,000.00 | \$2,000 | |
| | | Concrete/Asphalt paving | SF | 450 | \$4.50 | 10% | \$4.05 | \$1,823 | |
| | | Deciduous trees | Each | 4 | \$250.00 | 0% | \$250.00 | \$1,000 | |
| | | Shrubs/Bushes | Est. | 8 | \$40.00 | 0% | \$40.00 | \$320 | |
| | | | | | | | | | |

PROJECT NO. 1200 South
 PARCEL NO. 05-200-0002, 05-200-0003 / PIN NO. N/A
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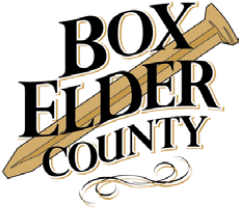
| Summary of Values | | | |
|---|--------------------------------------|--|------------------|
| Value of the Subject As a Whole Property | | | |
| Subject Land: | 43,560 SF x \$6.75 = | | \$294,030 |
| Contributory Value of Improvements: | | | \$0 |
| Total: | | | \$294,030 |
| Value of the Acquisitions | | | |
| Fee Acquisitions: | 5,835 SF x \$6.75 = | | \$39,386 |
| Perpetual Easements: | 2,690 SF x \$6.75 x 50% = | | \$9,079 |
| Site Improvements Acquired: | | | \$14,567 |
| Total: | | | \$63,032 |
| Value of the Remainder as Part of the Whole | | | |
| Land less Acquisitions: | | | \$245,565 |
| Improvements: | | | \$0 |
| Total: | | | \$245,565 |
| Value of the Remainder After the Acquisition | | | |
| Remainder as part of the whole: | | | \$245,565 |
| Less: Damages, Cost to Cure & Temporary Easement | | | \$0 |
| Value of the Remainder Parcel: | | | \$245,565 |
| Damages | | | |
| Temporary Construction Easement: | 0 SF x \$6.75 = \$0 x 1.00 x 0.000 = | | \$0 |
| Severance Damages: | | | \$0 |
| Cost to Cure: | | | \$0 |
| Total: | | | \$0 |
| Special Benefits | | | |
| Special Benefits: | | | \$0 |
| Total Award | | | |
| Fee Acquisitions: | | | \$39,386 |
| Perpetual Easements: | | | \$9,079 |
| Improvements Acquired: | | | \$14,567 |
| Temp. Construction Easements: | | | \$0 |
| Severance Damages: | | | \$0 |
| Less: Special Benefits | | | \$0 |
| Cost to Cure | | | \$0 |
| Total | | | \$63,032 |
| Total (Rounded) | | | \$63,100 |

PROJECT NO. 1200 South
 PARCEL NO. 05-200-0002, 05-200-0003 / PIN NO. N/A
 OWNERSHIP: Christensen C Blake Trustee ETAL

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EXHIBIT “3”

BOX ELDER COUNTY LOCAL TRANSPORTATION CORRIDOR PRESERVATION FUND PROCESS



PLANNING & ZONING OFFICE

Scott Lyons
Community Development Director

COUNTY OFFICIALS
Jeff Scott, COMMISSIONER
Stan Summers, COMMISSIONER
Jeff Hadfield, COMMISSIONER
Rodney D. Bennett, ASSESSOR
Stephen R. Hadfield, ATTORNEY
Tom Kotter, AUDITOR
Marla R. Young, CLERK
Kevin R. Christensen, JUSTICE COURT JUDGE
Chad Montgomery, RECORDER
Kevin Potter, SHERIFF
Shaun Thornley, TREASURER

October 23, 2019

To whom it may concern,

On behalf of the Box Elder County Commission, we write to inform you that your request for funding from the Box Elder County Local Transportation Corridor Preservation Fund for the acquisition/preservation of the following corridor has been granted:

- 1650 West \$200,000

At its meeting on October 16, 2019 the Box Elder County Commission granted approval for the funding.

Below you will find the steps to acquire the property and have the funding disbursed:

1. The agency representative or approved acquisition agent makes a written offer to the property owner. This should include the following documentation:
 - Offer to Purchase & Statement of Just Compensation
 - Advanced Acquisition Right-of-Way Contract
 - Voluntary Acquisition Acknowledgment
 - Copy of the property appraisal and review appraisal or Administrative Cost Estimate (ACE)

Acquisition Notes:

- An Administrative Cost Estimate (ACE) may be used when a value estimate based on relevant market data indicates an anticipated appraised value less than \$20,000.
 - Property purchases shall be closed using a title company.
 - The acquisition price cannot exceed the appraised value of the property, if the acquisition price is above the appraised value, the applicant may pay the difference.
 - The property owner is required to pay roll-back taxes unless applicant is willing to do so.
 - He/she must also provide the agency with an Owner's Policy of Title Insurance.
2. Acquisition information prepared by the title company must be approved by a city representative prior to closing. This review should include, but not limited to, looking for liens or extraordinary exceptions such as a clouded title. Title policy shall be reviewed by the City Attorney or designee.
 3. Once the property owner signs the acquisition paperwork, a payment request package is submitted to COG staff. This package should include:
 - The documents detailed in step one;
 - A Settlement Statement or HUD-1 prepared by the title company; and

• 01 South Main Street Suite 34, Brigham City, Utah 84302 • (435)734-2634 • www.boxeldercounty.org •

- An official letter requesting release of funds. If possible, this package should be submitted electronically as a single PDF, either through email attachments or using a storage device (disk or thumb drive).
4. After review by COG staff, the Box Elder County Commission will direct the County Auditor to release funds to the title company, acquisition agent, and/or city as necessary. Once the acquisition process has been completed, the title company sends recording information to the County.

Feel free to contact me with any questions as you move through this process. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Lyons', with a stylized flourish at the end.

Scott Lyons

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

Acquisition Notes:

- An Administrative Cost Estimate (ACE) may be used when a value estimate based on relevant market data indicates an anticipated appraised value less than \$20,000.
- Property purchases shall be closed using a title company.
- The acquisition price cannot exceed the appraised value of the property, if the acquisition price is above the appraised value, the applicant may pay the difference.
- The property owner is required to pay roll-back taxes unless applicant is willing to do so.
- He/she must also provide the agency with an Owner's Policy of Title Insurance.

9. Acquisition information prepared by the title company must be approved by a city representative prior to closing. This review should include, but not limited to, looking for liens or extraordinary exceptions such as a clouded title. Title policy shall be reviewed by the City Attorney or designee.
10. Once the property owner signs the acquisition paperwork, a payment request package is submitted to COG staff. This package should include:
 1. The documents detailed in steps five and eight;
 2. A Settlement Statement or HUD-1 prepared by the title company; and
 3. An official letter requesting release of funds. If possible, this package should be submitted electronically as a single PDF, either through email attachments or using a storage device (disk or thumb drive).
11. After review by COG staff, the funds are released to the title company (from the Local Corridor Preservation Fund). Once the acquisition process has been completed, the title company sends recording information to the County.

Offer to Purchase and Statement of Just Compensation- Blake C Christensen Trustee ETAL

Project Name: Tremonton City 1200 SouthCollector Road
Tax ID(s): 05-200-0002 and 05-200-0003
Project Location: 215 W 1200 S, Tremonton, UT 84337 (05-200-0002)
195 W 1200 S, Tremonton, UT 84337 (05-200-0003)
Owner/Grantor Name: Blake C Christensen Trustee ETAL
Property Owner Address: 215 W 1200 S, Tremonton, UT 84337
Owner Phone: (435) 230-1158

Tremonton City hereby makes Blake C Christensen Trustee ETAL an offer to purchase a portion of parcels 05-200-0002 and 05-200-0003 for \$66,116.00 more specifically described in Exhibit “1” of the Real Estate Purchase Agreement, as Just Compensation for Blake C Christensen Trustee ETAL.

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

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

By: _____ Date: _____
Blake Christensen, Christensen Trustee

By: _____ Date: _____
Jill Christensen, Christensen Trustee

By: _____ Date: _____
Shawn Warnke, Tremonton City Manager

Approved: _____ Date: _____
Lyle Holmgren, Tremonton City Mayor

Attested: _____ Date: _____
Linsey Nessen, Tremonton City Recorder

Grantor understands this agreement is an option until approved by the Director of Right of Way

Grantor

Date

Tremonton City Right of Way Contract- - Blake C Christensen Trustee ETAL
Advanced Acquisition – Local Corridor Preservation Funds

Project Name: Tremonton City 1200 SouthCollector Road
Tax ID(s): 05-200-0002 and 05-200-0003
Project Location: 215 W 1200 S, Tremonton, UT 84337 (05-200-0002)
195 W 1200 S, Tremonton, UT 84337 (05-200-0003)

Owner/Grantor Name: Blake C Christensen Trustee ETAL
Property Owner Address: 215 W 1200 S, Tremonton, UT 84337
Owner Phone: (435) 230-1158

In consideration of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the Parties as follows: The Grantor hereby agrees to convey and sell by Warranty Deed portions of parcels 05-200-0002 and 05-200-0003, more specifically described in Exhibit “1” of the Real Estate Purchase Agreement for transportation purposes.

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

Total Selling Price: \$66,116.00

By: _____ Date: _____
Blake Christensen, Christensen Trustee

By: _____ Date: _____
Jill Christensen, Christensen Trustee

By: _____ Date: _____
Shawn Warnke, Tremonton City Manager

Approved: _____ Date: _____
Lyle Holmgren, Tremonton City Mayor

Attested: _____ Date: _____
Linsey Nessen, Tremonton City Recorder

Voluntary Sale Acknowledgement- Blake C Christensen Trustee ETAL

Project Name: Tremonton City 1200 South Collector Road
Tax ID(s): 05-200-0002 and 05-200-0003
Project Location: 215 W 1200 S, Tremonton, UT 84337 (05-200-0002)
195 W 1200 S, Tremonton, UT 84337 (05-200-0003)

Owner/Grantor Name: Blake C Christensen Trustee ETAL
Property Owner Address: 215 W 1200 S, Tremonton, UT 84337
Owner Phone: (435) 230-1158

I, Blake and Jill Christensen, Christensen Trustee, do hereby acknowledge the selling of a portion of parcels 05-200-0002 and 05-200-0003, more specifically described in Exhibit "1" of the Real Estate Purchase Agreement, to Tremonton City is a voluntary sale and is done of my own free will and choice without any duress and threat of condemnation from Tremonton City.

BLAKE C CHRISTENSEN TRUSTEE ETAL

By: _____
Blake Christensen, Christensen Trustee

By: _____
Jill Christensen, Christensen Trustee

ACKNOWLEDGEMENT

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

On the ____ day of _____, 2023, personally appeared before me Blake and Jill Christensen, the signers of the above instrument, who duly acknowledged to me that he executed the same.

By: _____
Notary Public

EXHIBIT “4”



Landscape Improvements on Parcel No. 05-200-0002 and Parcel No. 05-200-0003



Irrigation Headgates on Parcel 05-200-0003



Evergreen Trees on Parcel No. 05-200-0002



Asphalted Driveway on Parcel No. 05-200-0002

TREMONTON CITY
CITY COUNCIL MEETING
 October 17, 2023

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

- October 20 Common Grounds Breakfast with Tim Shriver in SLC for those who RSVP'd
- November(all month) Taking Care of Families Baby Care Drive for the Food Pantry
- November 7 City Council
- November 10 Habitat for Humanity Dinner/Auction (6 pm @ Brigham Academy Center)
- November 21 Election Day
- November 21 City Holiday Open House (2-5 pm @ City Office)
- November 21 No City Council

TREMONTON
 GARDEN DISTRICT

FARMERS MARKET

FIRST SATURDAY OF THE MONTH, MAY - OCTOBER,
 10 AM - 2 PM IN MIDLAND SQUARE

- FOOD TRUCKS
- LOCAL PRODUCE & BAKED GOODS
- HANDMADE ARTISAN GOODS
- FREE ACTIVITIES FOR KIDS

VENDOR APPLICATION IS ONLINE
 WWW.TREMONTONCITY.COM

EVENTS

TREMONTON CITY
DOWNTOWN
 PRESENTS

Second Friday Stroll

Visit downtown Tremonton on the second Friday of each month between 5 - 8 pm for special deals, promotions, and more from participating local businesses.