



**Tremonton City Corporation
City Council Meeting
August 26, 2025
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 MEETING:**
 - 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: Prayer – Councilmember Vonk and Pledge – Councilmember Estep
2. Introduction of Council
3. Declaration of Conflict of Interest
4. Approval of agenda
5. Approval of minutes – August 5, 2025 and August 18, 2025
6. Canvass for the 2025 Primary Election
7. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas that are relevant/germane to municipal business. (Please keep your comments to under 3 minutes.)
8. New Council Business:
 - a. Discussion and consideration of approving Resolution No. 25-41 authorizing the

- transfer of funds from the police fleet budget to the police department budget for the purchase of tasers
 - b. Discussion and consideration of approving Resolution No. 25-42 reaffirming, amending, and enacting new fees and fines including collection fees
 - c. Discussion and consideration of approving Resolution No. 25-43 adopting Hidden Valley development agreement
 - d. Discussion and consideration of approving Resolution No. 25-44 adopting a professional services agreement with VCBO for architectural services for Phase 1 of the Sports Complex
 - e. Discussion and consideration of approving Resolution No. 25-45 Aging Services Contract for FY26
9. Consent Agenda
- a. Discussion and approval of Linsey Nessen as interim City Manager
10. Calendar Items and Previous Assignment
- a. Review of calendar
 - b. Unfinished Business/Action Items
11. 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
12. **CLOSED MEETING:**
- 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*
13. 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 Cynthia Nelson no later than 48 hours prior to the meeting.

Notice was posted August 22, 2025 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 August 22, 2025.

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING AUGUST 5, 2025

Members Present:

Wes Estep – via Zoom
Beau Lewis
Bret Rohde
Brandon Vonk – via Zoom
Blair Westergard
Lyle Holmgren, Mayor
Bill Cobabe, City Manager
Linsey Nessen, Assistant City Manager
Cynthia Nelson, City Recorder

CITY COUNCIL WORKSHOP

Mayor Holmgren called the August 5, 2025 City Council Workshop to order at 6:00 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Estep (via Zoom), Lewis, Rohde, Vonk (via Zoom), and Westergard, City Manager Cobabe, Assistant City Manager Nessen, and City Recorder Nelson. The following Department Heads were also present: Police Chief Dustin Cordova, Fire Chief Jeff Jarrow, and Community Services Director Zach LeFevre.

1. Review Presentation on hospital transfers and Interfacility Agreement with IHC – Chief Jarrow

Chief Jarrow said this presentation begins open discussion on the potential of a contract with Bear River Valley Hospital for transfers. First, I want to clear the air and make sure we are all on the same page and secondly, we will look at the potential for revenue to help with staffing for the department. I have written up a draft contract to get the ball rolling. This is a needs assessment, as well as a presentation on the benefits that could come from this. Out of 1,800 calls 357 were transfers, which is about 20% of our call volume per year. Currently we have 35 employees. Of those, nine are full-time and out of those nine, three are paramedics. They each are on a shift (a, b and c). We have four people on staff 24/7 (one paramedic and three EMTs). Three out of the four are full-time. State law requires we have two EMTs on the ambulance at all times for various reasons, one of those being patient care. Another requirement is to have a four-man engine company, which we meet until we go on a transfer or 911 call. That is when we split our crew into two groups. Transfers happen at a moment's notice and take anywhere from two to three people depending on the level of the transfer. A basic level call requires one person in the back, one person driving. More advanced transfers require a paramedic in the back, as well as an EMT to attend to the patient. Those calls take anywhere from three to three and a half hours depending on the distance. We do not get paid round trip, only on the way there. Transfers are taking our people and resources out of the City for extended periods of time. That is taxing our citizens. The big question is what do we do if something happens in our City during those times. We are relying on other cities to help.

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In 2024, we had 200 of these calls (11% of our call volume), which was less than it is now. This year so far, we have had 270. We are on track to have about 1,600 calls.

Chief Jarrow said our patients who are 65 and older have Medicaid and Medicare or self-pay and are on fixed incomes. Having a contract with the hospital could help protect our citizens from paying a bill for our trip to the hospital from their home and then getting billed by the hospital again between hospitals. Part of doing this contract could help clarify some of the nuances as far as protocols for transfers between us and the hospital. The other part would be securing revenue. It is difficult to collect on those calls. We have about four transfers per day. When we are spread thin, we call other employees to staff the station, but on average are only getting 1.5 people to come back for that. That means there is just one person there that can take a third call. We are more inclined to have people come back as volunteer service to help with fires. Medicaid allows us to bill a flat base rate of \$1,300. Medicare allows \$700. House Bill 301 allows us to bill \$2,300 for an advanced EMT and \$1,600 for basic level. My proposal of a negotiated rate would be a flat base rate of \$1,100 to the hospital for these transfers and \$4.24 per mile, which is a State regulated rate. To get the \$1,100 I took 60% of our basic level calls and 40% of our advanced level calls at those rates and combined them to get \$1,100. That is one way we could bill. Those state-based rates we can bill, along with the mileage, are great, but we have to hunt them down and are not collecting 100%. This contract would guarantee our collection on that 20% of our billing. This is very common and surrounding areas are doing this. This ensures the hospital has transfers and we have the revenue. We will still have limited staffing, but this will help us be in a better position to have an ambulance ready to go for transfers. We have only missed two transfers this year. We passed those onto Brigham City, who took them since we were out on another transfer. This contract would allow us to sustain and bring on more personnel that could run this ambulance transfer service. We could bring on two additional personnel per shift which would be six total. It is a reach to get them full-time, but that would be the best option. It is not in the budget now, but that is why we would go under contract in order to start going through this process to amend the budget to reflect the new numbers.

Chief Jarrow said since we started using Gold Cross in December, they have collected \$1,069,875 so far. Last year we billed \$1.1 million and only claimed \$400,000. This is an avenue to try to bring on more staffing and increase our revenues, without putting the burden on our taxpayers. This contract would guarantee payment, ensuring revenue and help the hospital secure transfers. There is a misconception that we do not want to take transfers. I have not seen or felt that. The policy I drafted also reflects concerns with necessary equipment from the hospital and having the correct training for those. We are looking into ways the hospital could help facilitate that. Their staff does not want us taking any equipment we are not sure how to use. That defeats the purpose of having the medic there if they are doing things wrong. Having six people here to cover us in those situations helps us get ready for the future.

The Council asked several questions about the contract, including having the budget for more personnel and room for additional staff to be housed at the station. Councilmember Rohde offered suggestions on how to better the language of the contract. Chief Jarrow

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said my goal today was to get approval to go to the hospital and start this process. We want to start the negotiations of a contract so we can see if this is going to work based on data. We would meet in the middle so it is mutually beneficial.

2. Review of the agenda items identified on 7:00 p.m. City Council Agenda
3. ***CLOSED MEETING: No Closed Meeting held at this time.***
 - a. ***Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
 - b. ***Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
 - c. ***Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
 - d. ***Discussions regarding security personnel, devices or systems***

The meeting adjourned at 6:56 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Holmgren called the August 5, 2025 City Council Meeting to order at 7:02 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 Estep (via Zoom), Lewis, Rohde, Vonk (via Zoom), and Westergard, City Manager Cobabe, Assistant City Manager Nessen, and City Recorder Nelson. The following Department Heads were also present: Police Chief Dustin Cordova, Fire Chief Jeff Jarrow, and Community Services Director Zach LeFevre.

1. Opening Ceremony: Prayer—Councilmember Lewis, Pledge—Councilmember Rohde
2. Introduction of Council
3. Declaration of Conflict of Interest:

Since Councilmember Vonk works for the hospital, he declared a conflict with the potential contract for transfer services. Mayor Holmgren said we would appreciate your expertise and knowledge. Your input could be beneficial at this point. At this time, we are only deciding if we want Chief Jarrow to make negotiations.

4. Approval of Agenda:

Motion by Councilmember Westergard to approve the agenda of August 5, 2025. Motion seconded by Councilmember Rohde. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

5. Approval of minutes – July 14 & July 15, 2025

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Motion by Councilmember Rohde to approve the minutes stated above. Motion seconded by Councilmember Lewis. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

6. Presentation

- a. Presentation by the American Legion—Commander John McClellan

Commander McClellan said it is my good fortune to present Director LeFevre with this certificate of appreciation. I have witnessed this gentleman's work for some time. When he first started with the City, I was serving with the Chamber of Commerce, and I know he is a hard worker. He works weekends and holidays, and it might be part of his job description, but he is always there cleaning up after and preparing things before every event. I know not anyone can do this by themselves and he has a great team, but this guy is a scholar. I call him on his vacations and weekends and he answers the phone all the time. I ask him if this is going to get done and where is this going to be, and he always performs. He has to think months ahead for the event he does. It has been a pleasure for me to know this man and to work alongside him as he does his due diligence for the City. They then presented him with the award.

7. Years of Service Award

- a. Jared Morgan, Fire Department – 10 years

Chief Jarrold presented Mr. Morgan with his award and read a bio. The Council thanked him for his service.

8. Public comments:

Abby Buckway said I am here to share concern about the recent robberies going on in Tremonton. A couple weeks ago my dad had his truck stolen and last weekend we had a few more. The people who did this stole from three different parts of town—Archibald Estates, Radio Hill, and near the nature trail. They are driving through front lawns, breaking windows, and rummaging through people's cars. They even left an abandoned car in the middle of the street, all without the police noticing. My main concern is that these people stole many firearms, from my family included. I get off work late and am worried about my safety having these people around. We need to do better at patrolling at night. I have some solutions to keep people aware of the problem and hopefully prevent it. We should have more police at night especially during this time where we know this happens every summer. I think the police department is aware of this and we should be utilizing the alert system or some other way to get information to the community rather than having people find out on social media or their neighbors.

9. New Council Business:

- a. Discussion and consideration of approving Resolution No. 25-40 accepting Interfacility (IFT) Agreement between Intermountain Healthcare (IHC), Bear

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River Valley Hospital, and the Tremonton Fire Department for ambulance transfer services

Councilmember Rohde said I would suggest we table this. I believe there is a lot more that needs to go into this. Manager Cobabe said tabling it would be a good option, but you should have a discussion addressing concerns that were not talked about in the Work Session. The idea is to get a potential contract in place and see how that funding shakes out. It could turn into an additional revenue stream and be used to fund additional personnel. Chief Jarrow said the goal is not to turn down transfers but have the ability to do that when it is necessary for safety. The contract would outline our protocols and parameters, so we do not overwork people and wind up having a bigger issue. If you want to pursue this option, I will meet with the hospital and start negotiations. I would then come back with something finalized for your approval. Manager Cobabe said there are things we would work out to ensure a mutually beneficial contract and safety on both sides. We would still have the authority to say we cannot do this transfer and the hospital will have to call someone else. Chief Jarrow said we have had problems in the past and that is why I want to do a contract. We will have everything outlined so people on both sides know what is expected. If we have this tool and protocols in place, then everyone understands and no one is making decisions on the fly.

Councilmember Rohde made a few suggestions on changes to the drafted contract. Chief Jarrow said I have emailed a copy of the policy I wrote, and it covers a lot of these concerns and questions. I have had our attorney look it over and he said it looks pretty good, but obviously it is not in a final form. I think this is going to be a good thing for both the hospital and us, but it needs to be a collaborative effort. Councilmember Lewis said I think it is a creative solution, we just have some homework to do.

Motion by Councilmember Rohde to table this item until they can obtain more information. Motion seconded by Councilmember Lewis. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

- b. Discussion and consideration of approving Ordinance No. 25-15 zoning tax parcel numbers 05-081-0016 and 05-199-0003 as part of the LB Landholdings Annexation

Manager Cobabe said as requested by the Council, we got information from the property owners as to what they would prefer their property be zoned and that is our recommendation (R1-10 & R1-12).

Motion by Councilmember Westergard to approve the ordinance. Motion seconded by Councilmember Lewis. Roll Call Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk

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- yes, Councilmember Westergard - yes. Motion approved.

- c. Discussion and consideration of approving Ordinance No. 25-16 amending the Tremonton City Public Works Construction Standards and Specifications

Manager Cobabe said there are three things we are addressing. First, is the sidewalk width, increasing those from four feet to five feet on most public roadways. This is in connection with ADA standards and requirements, plus it is just nicer. Then there is the limited pavement width on residential roadways. The State code changed recently to allow a certain roadway width and we have that reflected in our new standards. Then there is a change for storm drain manholes. The top flares out pretty quickly into a cone shape that allows for ladders and other things to get down inside there. So, if those standard sized cones do not fit, we now have a standard to address those concerns. Developers and contractors really do crave predictability. They want to know what the requirement is, and this helps them get there.

Motion by Councilmember Lewis to approve the ordinance. Motion seconded by Councilmember Westergard. Roll Call Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

- 10. Consent Agenda
 - a. Adoption of June Warrant Register
 - b. Adoption of June Financial Statements

Councilmember Lewis said I am often asked questions about the City's financials and do not always know the answer. Someone asked me about an expense for the Utah Jazz (\$15,353). I would assume there is offsetting revenues to go with that. Manager Cobabe said that is correct. This is for Junior Jazz membership and tickets. As youth sign up for that program, they pay this and then we remit that back to the Jazz for licensing agreements. Director LeFevre said this includes their membership in Junior Jazz, which is the largest youth basketball organization in the nation. Being a sport-oriented community, residents want to be part of this. We have 800 kids involved. This includes their membership and jerseys, as well as optional tickets for a game at a discounted cost. At the end of the season, we have to pay our share for the equipment. It is just our fee we owe. Those 800 participants help us bring in about \$7,000 and our expenses are usually around \$6,500. This is a little bit of a revenue source. Councilmember Lewis said I had trust that was the case, but in the spirit of transparency I want to make sure citizens feel open to asking those questions and understanding what they are. I have a high level of trust in our employees and the job you do to manage the budget. However, I do want to make sure we give the community an opportunity to get those questions answered. Manager Cobabe said we are doing the best we can to get these numbers out there. There are very detailed explanations in these documents for people to dive into if they have questions. This has all been available to citizens for over a decade in these monthly Warrant Registers and

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Financial Statements. I view these funds as sacred. My goal, and I know this is the same for every department head, is we are always looking for ways to build efficiency into the system. We want to be transparent and clear. We want to use these funds in a way that is respectful and honors the sacrifices people make so we can carry on the business of the City.

The Council reviewed a few of the items they had questions on, and Manager Cobabe educated the public on those details. This information can be found on the City's website or Council packets under Warrant Registers and Financial Statements. Citizens can read details on all City financials.

Motion by Councilmember Estep to approve the Consent Agenda. Motion seconded by Councilmember Westergard. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

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

Mayor Holmgren said the primary elections are August 12. We are working on the MOU with the County for the All-Horse Parade during the Box Elder County Fair. We will reschedule our next Council meeting for August 26 after the fair since the canvass for the election is due then. The Council will need to certify the results of the elections. In September we will hold an Open House to discuss the Main Street design. The Farmer's Market is the second and fourth Friday of each month, while the GET OUT event is every second Saturday, both at Shuman Park. Director LeFevre said we just put out a mid-season survey asking all participating vendors their feelings on how the season is going. A lot of them feel their sales are similar to when it was at Midland Square even though the perception is there are less people. Their thought is because it is so much more spread out, it feels like there are less people. We do not have responses back from the survey we conducted. Originally the feedback we got was that people wanted to hold the Farmer's Markets more frequent. The other comment was it has just become a vendor fair and they wanted one with more produce and perishable goods. We now hold them twice a month, with the other event for other vendors once a month and they run May through October. Councilmember Rohde said I would suggest we look at a different model in the future and maybe combine the two days into one. Next Wednesday is the Truth and Taxation for the Box Elder School District at 6:30 p.m., in Brigham City.

- b. Unfinished Business/Action Items: None.

12. Reports & Comments:
 - a. City Administration Reports and Comments

Manager Cobabe said we talk a lot about what makes Tremonton a community of distinction and a wonderful place to live. Hay Days is an amazing thing with a great turnout. Director LeFevre and his crew, really everyone involved, put on an amazing, fun thing. That is part of what keeps Tremonton amazing. Thanks to everyone who gave their

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time. What a blessing it is to work with such amazing people. Also, the Public Works department always does so much. They are there until the job is done. They are second to none with the quality of work they do, their intelligence and capability. It is often thankless, miserable work and they do it every day. What a joy it is to be associated with these incredible, motivated, dedicated individuals.

b. Development Review Committee Report and Comments

Manager Cobabe said we meet on Wednesdays after City Council at 9:30 a.m., and the Council is welcome to come to those meetings. The agendas are published and if there is something of interest, come view that. This is a dynamic growing time so please engage yourself.

c. City Department Head Reports and Comments

Chief Jarrow then presented a Citizen Award to Remington Sano and his family. On July 6, Remington, who is a 17-year-old employee of Maverik, was doing his rounds of the grounds and heard his manager yell fire. He realized one of the cars at the gas pump was on fire and without hesitation he ran directly for the extinguisher and proceeded to put the fire out before we got there. He saved that gas station from possible explosion, risking his own life to do so. I want to thank Remington for his outstanding service as a citizen. Also, we are continuing to push forward and have been fighting a few grass fires these past few weeks. It is business as usual. We have hired a new captain, who is a paramedic, and we are fully staffed.

Director LeFevre shared a recap video of Hay Days, which was held July 25-26. This celebrates Tremonton's rich agricultural heritage in the valley and fosters our community spirit through events. Last year we had roughly 4,400 people attend. This year, due to weather, we had around 6,000 attendees throughout the two days. It was great to not have the blistering heat. There was live music and entertainment. On Friday there was a ventriloquist, which followed with a movie in the park. Saturday, we had a cowboy poet and they provided music. After the Car Show and Baby Contest we had the Magic Man. We ended the night with the concert and fireworks. We had 60 booth spaces that brought local businesses and artisans. There were bounce houses on Friday and Saturday. We also started a bubble party and water fight. Later in the evening we had a kids' bike parade. Gaga ball is always a huge hit, people are in that pit constantly. It was used so well they wore out the grass. We will look for remedies in the future. We added some cowboy and lawn games. We started off with the men's all-night softball tournament 9 p.m. until 7 a.m. We also had the home run derby. The 5K had 96 participants. We are looking for ways to make that route more accessible for all abilities. We started a grass volleyball tournament. The Guns and Hoses softball tournament went well. Our cornhole tournament saw 30 participants. The bingo and family games had record numbers. A couple of our food trucks were unable to attend unfortunately. The community dinner cookout had roughly 550 residents. It was by donation and \$2,000 was raised for the food pantry. Thanks to everyone who helped with Pancakes in the Park. Over 600 people were served. We were within our budget (\$20,000). Of that \$8,200 goes to bounce houses,

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event and supplies takes around \$5,500. It was \$3,000 for the dinner and breakfast and \$2,200 for entertainment, \$1,500 for advertising, and music and movie licensing. Revenue from vendor fees and sponsorships was about \$6,500, the bounce houses had \$4,000 and the community dinner brought \$2,000. There was a significant amount of in-kind support from local businesses in the way of giveaways for different contests, as well as the volunteer support to run specific events. Without those volunteers, Hay Days would not be what it is. There was a 92% satisfaction rate among the attendees and a lot of praise for the diverse activities and family-friendly atmosphere. The women's restroom line was extremely long and difficult to clean so we will look at bringing in four portable units. Also, the group tables are textured so it is impossible to keep them clean without a pressure washer. We will look at purchasing six new smooth picnic tables. There were lessons learned and recommendations to enhance the event. We plan to get advertising out for more specific events at least two months in advance. We also want to add outdoor comfort, adding shade and other cooling apparatuses throughout the park. Councilmember Vonk said this is a major event for two days. Has there ever been a discussion or appetite to scale back? We are offering a lot. Director LeFevre said every event brings in a different demographic. I feel if we scale back, we are taking from the community we are trying to bring together. However, we can look at adjusting things.

Chief Cordova brought up the discussion of upgrading their tasers. I would like to look within our budget and adjust our vehicle purchases to use money toward taser purchases. The life expectancy or usage time is around five years and most of ours are 12 to 20 years old. We are overdue and there is a significant amount of liability with that. We have had a lot of failures at critical moments. The newest models should not have that problem. My recommendation is we purchase these. They have locked us into that rate from last year, but there is a clock on it (\$128,000 for 25 units). They are under warranty as well and come with all the cartridges we need to operate them. We have used the company for many years. Councilmember Lewis said my biggest concerns with the adjustment is that in five years when we need the car, we will be behind. I cannot stress how important it is that we get our capital asset schedules laid out over the next five to ten years, so we are not caught off guard. Capital asset schedules are critical. Chief Cordova said when I examine what is posing the biggest threat to us, it is the tasers. We can run a vehicle longer, that is a lot less liability than having inferior equipment that has shown us it fails from time to time. We have integrated policy where officers are required to carry a couple forms of less lethal options. Our goal is to always de-escalate verbally, but sometimes people are on drugs or alcohol and are not their self or are having a mental episode and sometimes it is the best possible solution. In my mind we saved those individual's life because we continued to find other means. He then went over his concerns with the horse parade planned for fair week and how that creates liability for the City. The event carries a ton of liability and I cannot guarantee the safety of all citizens participating. I talked to the County's attorney and she said the best they will do is sign a MOU with Tremonton that splits liability 50/50. Personally, I do not think that is a great deal for the City. Originally the County Commissioner promised us the world saying we would have as many people as we need, but we will only have five deputies helping. This will exhaust every resource in my department. I will have to reach out to multiple departments around Box Elder County to staff this event. I need your guidance. Our City

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attorney is working on a MOU, but the County will not participate unless it is a 50/50 split. As a public safety professional, I do not feel comfortable with the event because I cannot guarantee safety. There are a bunch of unknowns. This is up to the City if we do this, but I do recommend we clearly establish who is going to take on liability. Chief Jarrow also mentioned that the route blocks direct access to the hospital and could affect staffing. After some discussion, Chief Cordova said what I am hearing from the Council is we want to proceed. I just need guidance as we go forward. I will continue to plan. Also, we met with the Cache County Sheriff's with the MRAP stuff and they have a full team. I want to make sure our City's prepared for any major emergency. We have the Box Elder County Sheriff's office that will help us, we are also working on a mutual aid agreement with Cache County. This is a written agreement stating they will come help us if something crazy happens. This is good for our City. We are putting things in motion to create long-term safety for the City as it grows.

d. Council Reports and Comments

Councilmember Lewis said we need to start working on capital asset allocation schedules and a priority matrix. Our departments need to start laying those out and what they need from the Council. I do not want to get into January and be scrambling again. Manager Cobabe said I agree completely. We will get that to you as soon as we can.

Councilmember Westergard asked about the widening of Rocket Road and that the power company is waiting for somebody to pay that bill for those poles to be moved. Manager Cobabe said my understanding was that we are waiting for them to do it. I will look into that.

Councilmember Rohde said I sent those strategies out to everyone and have not seen responses. I will keep moving forward with what we have and meet with the department heads to get their input.

Councilmember Estep said I want to congratulate Director LeFevre on the recognition tonight, it is well deserved. Thank you for everything. Hay Days was a riot as usual. Former Treasurer Sharri Oyler has officially retired, and Michelle Rhodes has stepped right in.

Councilmember Vonk said it sounds like the school board is going to pass this 30% increase. I am not saying it is right or wrong, but I am worried on how this will affect our citizens. It is going to make it really tough for any other future increases. I see a storm brewing and am nervous.

Mayor Holmgren said thank you everybody, I appreciate the hard work you put into your jobs. It is a difficult thing and at times very stressful. I appreciate each and every one of you. The Open House for Main Street will be in September to discuss the plans going forward. I am looking forward to that.

Motion by Councilmember Westergard to move into closed meeting. Motion seconded by

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Councilmember Lewis. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

The Council moved into a closed meeting at 9:18 p.m.

13. **CLOSED MEETING:**

- 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 Rohde to return to open meeting. Motion seconded by Councilmember Lewis. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

The Council returned to open session at 9:27 p.m.

14. Adjournment.

Motion by Councilmember Rohde to adjourn the meeting. Motion seconded by Councilmember Westergard. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

The meeting adjourned at 9:27 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 _____, 2025.

Cynthia Nelson, City Recorder

**TREMONTON CITY CORPORATION
CITY COUNCIL MEETING
AUGUST 18, 2025**

Members Present:

Wes Estep
Beau Lewis
Bret Rohde, Mayor Pro-Tempore
Brandon Vonk
Blair Westergard
Lyle Holmgren, Mayor - excused
Bill Cobabe, City Manager
Linsey Nessen, Assistant City Manager
Cynthia Nelson, City Recorder

CITY COUNCIL MEETING

Mayor Pro-Tempore Rohde called the August 18, 2025 City Council Workshop to order at 2:32 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Pro-Tempore Rohde, Councilmembers Estep, Lewis, Vonk, and Westergard, City Manager Cobabe, Assistant City Manager Nessen, and City Recorder Nelson. The following Department Heads were also present: Community Development Director Jeff Seedall and Community Services Director Zach LeFevre.

The Council moved into a closed meeting by consensus of the Council at 2:32 p.m.

1. CLOSED MEETING:

- a. when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or*
- b. Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
- c. Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
- d. Discussions regarding security personnel, devices or systems*

The Council moved out of a closed meeting by consensus of the Council at 3:30 p.m.

The meeting adjourned at 6:56 p.m. by consensus of the Council.

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 Recorder Nelson.

Dated this _____ day of _____, 2025.

Cynthia Nelson, City Recorder

RESOLUTION NO. 25-41

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE POLICE FLEET BUDGET TO THE POLICE DEPARTMENT BUDGET FOR THE PURCHASE OF TASERS

WHEREAS, the Tremonton City Police Department requires the replacement and upgrade of its Conducted Electrical Weapons (Tasers) to maintain officer safety, operational readiness, and community protection; and

WHEREAS, police vehicles are purchased in line item 41-42-550, and sufficient funds are available in that account to cover the proposed purchase without impacting operational needs; and

WHEREAS, the Police Department seeks to transfer funds from 41-42-550 to the department budget account 42-42-560 to facilitate this purchase; and

WHEREAS, the Police Department has obtained three bids for the purchase of new Tasers, as shown in Exhibit “A”; and

WHEREAS, the Police Department recommends the purchase of the Axon TASER 10 package for the total amount of \$128,040, based on the attached bid and program benefits; and

WHEREAS, the City’s purchasing policy requires City Council authorization for any purchase exceeding \$40,000 or for interdepartmental fund transfers of significant amounts;

NOW, THEREFORE BE IT RESOLVED, that the Tremonton City Council hereby authorizes the transfer of funds from account 41-42-550 to account 42-42-560 and approves the purchase of the Axon TASER 10 package in the amount of \$128,040 as detailed in Exhibit “A”.

Adopted and passed by the City Council of Tremonton, Utah, this 26th day of August 2025. To become effective immediately upon passage.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A” – TASER 10 Bid

(Attached Axon quote and other bid documentation)

WHEREAS, Axon is the sole manufacturer and authorized supplier of TASER brand Conducted Electrical Weapons, therefore making them the sole proprietor and rendering the solicitation of multiple competitive bids impossible.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-736999-45876SB

Issued: 08/07/2025

Quote Expiration: 08/27/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 116393

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Tremonton City Police Dept. - UT 125 S 100 E TREMONTON, UT 84337-1603 USA	Tremonton/Garland City Police Dept. - UT 125 S 100 E TREMONTON UT 84337-1603 USA Email: pgilchrist@tremontontcity.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Spencer Brachman Phone: Email: sbrachman@axon.com Fax:	Peter Gilchrist Phone: (435) 230-1173 Email: pgilchrist@tremontontcity.com Fax: (435) 257-9546

Quote Summary

Program Length	60 Months
TOTAL COST	\$128,040.00
ESTIMATED TOTAL W/ TAX	\$128,040.00

Discount Summary

Average Savings Per Year	\$7,476.89
TOTAL SAVINGS	\$37,384.45

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	\$25,608.00	\$0.00	\$25,608.00
Oct 2026	\$25,608.00	\$0.00	\$25,608.00
Oct 2027	\$25,608.00	\$0.00	\$25,608.00
Oct 2028	\$25,608.00	\$0.00	\$25,608.00
Oct 2029	\$25,608.00	\$0.00	\$25,608.00
Total	\$128,040.00	\$0.00	\$128,040.00

Quote Unbundled Price: \$165,425.00
Quote List Price: \$134,690.00
Quote Subtotal: \$128,040.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	60	\$107.15	\$86.66	\$85.36	\$128,040.00	\$0.00	\$128,040.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$128,040.00	\$0.00	\$128,040.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	2	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	380	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	25	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	25	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	25	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2025

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Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	10/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	25	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	25	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	25	11/01/2025	10/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	25	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	25	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2026	10/31/2030

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Resolution 25-41

August 26, 2025

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	125 S 100 E	TREMONTON	UT	84337-1603	USA
2	125 S 100 E	TREMONTON	UT	84337-1603	USA

Payment Details

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	\$25,608.00	\$0.00	\$25,608.00
Total				\$25,608.00	\$0.00	\$25,608.00

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	\$25,608.00	\$0.00	\$25,608.00
Total				\$25,608.00	\$0.00	\$25,608.00

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	\$25,608.00	\$0.00	\$25,608.00
Total				\$25,608.00	\$0.00	\$25,608.00

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	\$25,608.00	\$0.00	\$25,608.00
Total				\$25,608.00	\$0.00	\$25,608.00

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	\$25,608.00	\$0.00	\$25,608.00
Total				\$25,608.00	\$0.00	\$25,608.00

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Resolution 25-41

August 26, 2025

Signature

Date Signed

8/7/2025



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Quote Unbundled Price: 165,425.00

Quote List Price: 134,69000

Total Amount: 128,040.00

RESOLUTION NO. 25-42

**A RESOLUTION OF TREMONTON CITY COUNCIL REAFFIRMING, AMENDING,
AND ENACTING NEW FEES AND FINES IN A SCHEDULE ENTITLED
TREMONTON CITY CONSOLIDATED FEES AND FINES SCHEDULE INCLUDING,
BUT NOT LIMITED TO COLLECTION FEES**

WHEREAS, Utah Code 10-8-84 allows the governing body of a municipality to pass all ordinances and rules, and make all regulations necessary for carrying into effect or discharging all powers and duties conferred as are necessary and proper to provide for the safety and preserve the health, and promote prosperity, improve the morals, peace and good order, comfort, and convenience of the City and its inhabitants, and for the protection of property in the City; and

WHEREAS, Utah Code 10-3-717(1)(b) allows the governing body of a municipality to establish fees charged for development and municipal services; and

WHEREAS, the Tremonton City Council finds that it is necessary to amend the fees associated with Lab Sampling.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that it reaffirms, amends, and enacts the fees and fines herein contained in Exhibit “A,” Tremonton City Consolidated Fees and Fines Schedule, including EMS fees and Sampling fees.

Adopted and passed by the City Council this 26th day of August 2025. To become effective immediately upon passage.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

Tremonton City Consolidated Fees & Fines Schedule

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Section 1 Fee Policies.

- 1.1 Applicability of Resolution.** The Tremonton City Council reaffirms, amends, enacts new fees and fines herein contained in this Resolution and adopts provisions to collect fees. This Resolution does not repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees and fines reflected herein. The fees and fines listed in this Resolution supersede present fees for services specified and fines, but all fees and fines not listed remain in effect. Where this Resolution imposes a higher fee and fine than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this Resolution shall control.
- 1.2 Waiving Fees to Other Governmental Entities.** The City Council hereby delegates authority to the Mayor or City Manager to waive fees as they deem expedient in this Resolution for services provided to other governmental entities. The City Council, Mayor, City Manager, or Department Heads shall not consider requests to waive fees for a specific individual or entity that are not governmental entities unless otherwise noted in this Resolution or other resolutions or ordinances.
- 1.3 Electronic Fund Transfers.** Tremonton City will not be responsible for electronically transferred funds until Tremonton City actually receives them.
- 1.4 Charges and Billing Disputes and Return of Fees.**

(a) Board of Equalization Process. Sections 14-145 and 14-224 of the *Revised Ordinance of Tremonton City* establishes the Board of Equalization and prescribes the process for hearing complaints regarding water, sewer collection, and wastewater billings being illegal, unequal, or unjust. The City Council hereby authorizes the use of the Board of Equalization identified in the aforementioned sections to hear any complaints associated with any City-provided utility or other charges contained in this fee schedule, excepting court order fees and fines.

(b) Utility Services- Ongoing Billing Errors. Tremonton City attempts to make the utility bills as apparent as possible. It is the responsibility of individuals and entities paying bills to understand the bill and ask questions as necessary. If for some reason there is a billing error associated with a utility service that can be substantiated by the City Treasurer in which payment has been made for utility services not rendered, then the City Treasurer is authorized to refund or credit an individual or entities' utility account for overpayments for up to one (1) year. The City Treasurer shall calculate the refund or credit for one (1) year from the date that the billing error was substantiated. If the refund amount associated with overpayment is less than \$3.00, the City shall not automatically process a refund check and shall retain the overpayment unless otherwise requested by the individual or entity.

(c) Utility Services- Service Disruptions. Tremonton City shall not refund or credit utility accounts of individuals or entities associated with service disruptions, which may include but are not limited to: line breaks, shutoffs, etc.

(d) Other Services. Unless otherwise stated, if a service is not rendered, a Department Head may recommend that the fees paid by an individual or entity be returned. Thereafter the City Manager shall decide if it is appropriate to return the fees. Aggrieved individuals may appeal to the City Manager's decision to the Mayor.

1.5 Procedures for Collecting Fees for Services, Licenses, or Permits Not Listed or Additional Fees.

(a) Fees for Services, Licenses, or Permits Not Listed. If a fee for a service, license, or permit is not listed in this Resolution, but the City incurs costs as a result of work performed by either City staff, a professional, or other third party acting as an agent of Tremonton City; the actual costs incurred by Tremonton City plus 5% of these charges for administration shall accrue to and is payable by, the individual or entity which receives service executes an application enters into a development agreement; or request service, license, or permit. The City Manager is authorized to reduce the percentage for administration to ensure that the City only collects an amount necessary to cover the costs associated with the administration of services.

(b) Additional Fees. If a service, license, or permit require more resources, either by City staff, services rendered by a professional or other third party acting as an agent of Tremonton City than anticipated in the fee contained in this Resolution, the actual costs incurred by Tremonton City plus 5% of these charges for administration shall accrue to, and is payable by, the individual or entity which receives service executes an application, enters into a development agreement; or request service, license, or permit.

(c) Billing Statements. The City shall bill the individual or entities for fees not listed in this Resolution or additional fees accruing under this section and all other charges on a regular basis within forty-five (45) days of services. The City's billing shall be in reasonable detail so that an individual or entity may determine the reason for the expenditure and fees or charges incurred, along with the rate or other basis for the charge. Billings for fees not listed and additional fees are due upon receipt. If the balance due is not paid within thirty (30) days of mailing, the individual or entity is delinquent and is in default to the City. Billing statement from the City to the individual or entity shall be deemed correct, accurate, undisputed, and due in full unless the City Treasurer shall receive in writing of a disputed bill in reasonable detail to ascertain the exact question or matter in dispute within thirty (30) days of the postmarked date on the mailed statement or the date of hand-delivery if the statement is not delivered through the U.S. Mail.

(d) Conference with Individual or Entity. The individual, entity, or their representatives, may informally confer with City staff, including but not limited to the City Manager, Treasurer, the appropriate Department Head to obtain further information, ask questions, and receive clarification of charges included on the billings. An informal conference may result in changes to the bill from the City to the individual or entity. If the bill is corrected or changed, the individual or entity shall pay the corrected bill within fifteen (15) days of receipt of the corrected bill.

(e) Disputed Amount to Mayor. Any disputed amount after the individual or entity has conferred with the City Staff may be disputed to the Mayor. The Mayor shall hear the dispute

as de novo (meaning starting from the beginning: a new). After hearing the dispute, the Mayor shall determine if the bill was illegal, unequal, or unjust and shall reduce or rebate the bill accordingly. The Mayor is also granted discretion to consider additional factors in the dispute on a case-by-case basis and may pardon, reduce, or rebate their bill to an individual or entity's bill. The Mayor's decision shall be final.

(f) Individual or Entity in Default. Individuals or entities shall remain in good standing with all amounts due and payable to the City paid as such amounts become due. Individuals or entities that are delinquent in payment of charges to the City shall be deemed to be in default, and future requests for services shall be delayed until the individual or entity has remedied the default.

1.6 Delinquent Fees & Financial Penalties Due. The City shall monitor any amounts due and vigilantly pursue payments due via either collection agency, small claims court, district court, and other legal remedies. The City may discontinue services for non-payment.

1.7 Theft of Services. Theft of services will be dealt with according to local, state, and federal law or at the discretion of the appropriate Department Head through a financial penalty. The appropriate Department Head is authorized to issue a financial penalty for the theft of the City service, which is listed specifically in this Resolution. If there is not a specific financial penalty listed in this Resolution, the penalty shall not exceed an amount twice the cost of the service thieved. The financial penalty is not considered to be a criminal punishment, as it is sought in order to compensate the City for harm done to it, rather than to punish the wrongful conduct. The standard for review in issuing civil financial penalties by a Department Head is more than 50% likely that the accused theft occurred. If the individual appeals financial penalty or refuses to pay the financial penalty, then the Department Head shall turn the matter over to the Police Department to investigate the theft of City services criminally through the City's Justice Court.

Section 14-146 of the *Revised Ordinance of Tremonton City Tremonton City* prescribes the process for addressing situations when the water has been turned off from the premises for nonpayment of water charges or other violation of the ordinances, rules, or regulations, and the water has been turned back on or used without authorization from the Treasurer, Public Works Director, or designee.

1.8 Payments Made Under Protest. Based upon specific circumstances surrounding when a payment is required and due to the City may accept or reject payments from individuals or entities when the payment is made under protest based upon counsel from the City Attorney.

Section 2 Citywide Common Fees.

2.1 Citywide Common Fees. The following fees and charges are approved and shall be assessed by all City departments or offices unless otherwise specifically noted with their respective sections:

Citywide Common	Fees
Postage	The actual cost to City
Credit & Debit Card Service Fees ¹	3% of payment, paid by the credit or debit card

Citywide Common	Fees
Other costs allowed by law	The actual cost to City
Dishonored/Returned Check	\$20.00 ¹
Copies/Print- Black and White ¹	
Paper Size: 8 ½" x 11"	\$0.10 per single-sided page
Paper Size: 8 ½" x 11"	\$0.15 per double-sided page
Paper Size: 8 ½" x 14"	\$0.15 per printed page
Paper Size: 11" x 17"	\$0.20 per printed page
Copies/Print- Color ¹	
Paper Size: 8 ½" x 11"	\$1.00 per printed page
Paper Size: 8 ½" x 14"	\$1.50 per printed page
Paper Size: 11" x 17"	\$2.00 per printed page
Copies/Print- Partial Color for 8 ½" x 11" ²	
Full-Size Color Page	\$1.00 per printed page
Three-Quarter Size Color Page	\$0.75 per printed page
Half Size Color Page	\$0.50 per printed page
Quarter Size Color Page	\$0.25 per printed page
Fax ²	
Send	\$0.50 per page
Receive	\$0.50 per page
Data ²	
Data CDROM	\$3.00

¹ Note: Credit & Debit Card Service Fees do not apply to payments for ambulance services.

² Note: City staff may elect to waive the fee at their discretion.

³Note: Utah Code Annotated Title 7, Chapter 15 limits the amount to be charged for a dishonored/return check to \$20.00.

Section 3 Building Fees.

3.1 Residential Dwelling & Residential Outbuilding Inspection Fees. The following fees and charges are approved and shall be assessed and collected by the Building Department or the City Treasurer for Residential Dwelling & Residential Outbuilding Building Inspections:

Residential Dwelling & Residential Outbuilding Inspections ^{1, 2}	Fees
Permit Fee	1% of Building Valuation ³
Re-inspection Fee	\$90.00
State Fee	1% of the Permit Fee
Garbage Can Purchase	See <i>Section 8.1 Garbage Collection Service Fees</i> for the amount
Small Scale Remodel or Construction	
Electrical Inspection Only	\$60.00

Residential Dwelling & Residential Outbuilding Inspections^{1, 2}	Fees
Plumbing Inspection Only	25% of the Permit Fee and State Fee
Mechanical Inspection Only	25% of the Permit Fee and State Fee

Reviewed and approved on March 21, 2023, Resolution No. 23-20.

¹ Note: Each project will be assessed a Permit Fee and State Fee.

² Note: Refunds for Permit Fee and State Fee issued will be limited to eighty percent (80%) of these fees, no later than 90 days after the date of fee payment.

³ Note: Building Valuation for Residential Dwelling and Residential Outbuilding is determined according to the most recent Building Valuation Table from the International Code Council.

3.2 Residential & Outbuilding Plan Review Fees. The following fees and charges are approved and shall be assessed and collected by the Building Department or the City Treasurer for Residential & Outbuilding Plan Reviews:

Residential & Outbuilding Plan Review	Fees
Plan Review Fee	35% of the Permit Fee and State Fee

Reviewed and approved on March 21, 2023, Resolution No. 23-20.

3.3 Industrial, Institutional, Commercial, & Governmental Inspection Fees. The following fees and charges are approved and shall be assessed and collected by the Building Department or the City Treasurer for Industrial, Institutional, Commercial, & Governmental Inspections:

Industrial, Institutional, Commercial, & Governmental Inspections^{1, 2}	Fees
Permit Fee	1% of Building Valuation ³
State Fee	1% of the Permit Fee

Reviewed and approved on March 21, 2023, Resolution No. 23-20.

¹ Note: Each project will be assessed a Permit Fee and State Fee.

² Note: Refunds for Permit Fee and State Fee issued will be limited to eighty percent (80%) of these fees, no later than ninety (90) days after the date of fee payment.

³ Note: Building Valuation for Industrial, Institutional, Commercial, and Governmental is determined according to the most recent Building Valuation Table from the International Code Council.

3.4 Industrial, Institutional, Commercial, & Governmental Plan Review Fees. The following fees and charges are approved and shall be assessed and collected by the Building Department or the City Treasurer for Industrial, Institutional, Commercial, & Governmental Plan Reviews:

Industrial, Institutional, Commercial, & Governmental Plan Reviews	Fees
Plan Review Fee ^{1, 2}	65% of the Permit Fee and State Fee

Reviewed and approved on March 21, 2023, Resolution No. 23-20.

¹ Note: A \$200.00 deposit is required to be paid with the submission of the plans.

² Note: No plan review costs will be refunded if the plan review has been completed.

3.5 Miscellaneous Building Inspection Service Fees. The following fees and charges are approved and shall be assessed and collected by the Building Department or the City Treasurer for Additional Building Inspection Services:

Miscellaneous Building Inspection Services	Fees
Inspections outside of normal business hours (minimum charge-2 hours)	\$90.00 per hour
Re-inspection fees are assessed under provisions of Section 305.8	\$75.00 per hour
Re-Roofing Permit	\$150.00
Water Heater Permit	\$75.00
Furnace Permit	\$75.00
Electric Meter Permit	\$75.00
Inspections for which no fee is specifically indicated (minimum charge—one-half hour)	\$75.00 per hour
For all Mobile Homes and Manufactured Housing	\$150.00
Temporary Occupancy Fee	\$100.00 plus 120% of the value of uncompleted items ¹
Work Done without Permits- Investigation Fee	200% of Permit Fee and State Fee

Reviewed and approved on March 21, 2023, Resolution No. 23-20.

¹ Note: The one hundred twenty percent (120%) of the value of uncompleted items is refundable upon issuance of a permanent Certificate of Occupancy.

Section 4 Contract Service Fees.

4.1 Contract Service Fees. The following fees and charges are approved and shall be assessed and collected by the Building Department or the City Treasurer for Contracted Services:

Contract Services ¹	Fees
Engineering Services	Actual amount of invoice charged to the City plus 5% ² of the bill for administration costs
Attorney Services	Actual amount of invoice charged to the City plus 5% ² of the bill for administration costs
Financial Services	Actual amount of invoice charged to the City plus 5% ² of the bill for administration costs

¹ Note: Please see Section 1.5 Procedures for Collecting Fees for Services, Licenses, or Permits Not Listed or Additional Fees for information regarding the collection procedure for contract services contained in this section and other additional fees that may be due to the City.

² Note: The Mayor or City Manager is authorized to reduce the percentage for administration to ensure that the City only collects an amount necessary to cover the costs associated with the administration of services.

Section 5 Development Fees.

5.1 Development Application Review Fees. The following fees and charges are approved and shall be assessed and collected by the Zoning Administrator or the City Treasurer for Development Application Reviews:

Development Application Reviews ¹	Fees
Appeals	Actual costs of processing the application with a \$500.00 deposit to commence the processing of the application ²
Constitutional Taking Review	Actual costs of processing the application with a \$500.00 deposit to commence the processing of the application ²
Conditional Use Permit	
Home Occupation- Minor	\$20.00
Home Occupation- Major	\$20.00
Application (with site plan application)	\$500.00
Accessory Dwelling Unit Permit	
Internal	No Charge
Detached	\$20.00
Construction Drawings	1% of the Estimated Cost of Improvements
Copies of: General Plan, Trail Plan, Capital Facilities Plan, Land Use Ordinances	\$20.00
Industrial and Agriculture Protection Area	\$200.00
Lot Line Adjustment Fee	\$100.00
Lot Split Application Fee	\$100.00
Lot Rezone Application Fee	\$300.00
Subdivision- Residential & Commercial	
Concept Plan\Sketch plan – Application Fee	No charge
Preliminary Plat- Application Fee	\$150.00 plus \$4.00 per lot
Final Plat – Application Fee	\$250.00 plus \$40.00 per lot
Construction Drawings	1% of the estimated cost of improvements
Plat Amendments	\$500.00

Development Application Reviews ¹	Fees
Revised Approved Construction Plans	Actual costs of processing the application with a \$500.00 deposit to commence the processing of the application ²
Sign Permit	\$50.00
Site Plan Review	
Application	\$500.00
Construction Drawings	1.5% of engineers estimate or \$1,500, whichever is greater
Street Vacation	\$500.00
Temporary Use Permit	\$50.00
Variance	Actual costs of processing the application with a \$300.00 deposit to commence the processing of the application ²
Zoning Map or Text Amendments to General Plan or Land Use Code	\$750.00
Recording Fees	See Section 14.1 Recorder's Office General Service Fees for fee amount
Bear River Canal Company Water Transfer Fee	\$200.00 or the current fee accessed by the Bear River Canal Company

Reviewed and approved on November 7, 2023, Resolution No. 23-67

¹ Note: If there are no *Construction Drawings* for review with the project, then the actual engineering costs associated with the review shall be paid by the Applicant.

² Note: If the Appeal Authority or Land Use Authority finds in the Appellant or Applicant's favor, the fees will be returned to the Appellant or Applicant.

5.2 Subdivision Street Sign Fees. The following fees and charges are approved and shall be assessed and collected by the Zoning Administrator or the City Treasurer for Subdivision Street Signs:

Subdivision Street Signs	Fees
Tee Intersection	\$430.00 per intersection
Cross Intersection	\$605.00 per intersection
Address Signs for Flag Lots	\$430.00

Reviewed and approved on March 21, 2023, Resolution No. 23-20.

5.3 Development Fee-In-Lieu of Public Improvements. The following fees and charges are approved and shall be assessed and collected by the Zoning Administrator or the City Treasurer from developers for Fee-In-Lieu of Public Improvements:

Fee-In-Lieu of Public Improvements¹	Fees²
Curb	\$20.00 per linear foot
Sidewalk (4')	\$20.00 per linear foot
15" Storm Drain (1/2 cost)	\$20.00 per linear foot
Roadway Section	\$3.00 per square foot
Chip Seal and fog coat	\$2.81 per square yard
Streetlights	\$3,500 per streetlight ³
Parks	\$7,381.00 per dwelling unit

¹ Note: In accordance with the Tremonton City Subdivision Ordinance Chapter 2.05.015, the City may collect a fee-in-lieu of constructing a public improvement in conjunction with the City approving a land use or development permit. Specifically, in cases where a developer shall be required by City Ordinance to construct a public improvement, but due to circumstances as determined by the City Engineer or Public Works Director prevent the construction of the public improvement the Development Review Committee (DRC) may require the developer to pay a fee-in-lieu of constructing the public improvement:

² Note: It is the policy of the City Council to assess and collect the current construction cost for fee-in-lieu of public improvements. As such, the City Engineer and/or DRC has the authority to adjust the fees based upon market fluctuations and current construction costs and have these adjusted fees be assessed and collected from the developer, and thereafter have the adjusted fee ratified by the City Council.

³ Note: The \$3,500 fee represents the full cost of streetlights to be installed by Rocky Mountain Power. New streetlights are to be scheduled on the "Customer Funded Rate" on Rocky Mountain Power's rate schedule.

5.4 Public Infrastructure District. The following fees and charges are approved and shall be assessed and collected by the City Manager or the City Treasurer for Public Infrastructure Districts:

Public Infrastructure District	Fees
Petition, Letter of Intent, & Governing Documents	\$2,000.00 for City staff time, including but not limited to the City Manager and Public Works Director
Contracted Services	
City Municipal Advisor	Copies of engagement letters between the District applicant with the City's Municipal Advisor whereby the District applicant agrees to pay fees related to the review of the petition, letter of intent, and governing document

Public Infrastructure District	Fees
City Special Legal Counsel	Copies of engagement letters between the District applicant with the City's Special Legal Counsel whereby the District applicant agrees to pay fees related to the review of the petition, letter of intent, and governing document
City Engineer	Actual amount of invoice charged to the City plus 5% ¹ of the bill for administration costs
City Attorney	Actual amount of invoice charged to the City plus 5% ¹ of the bill for administration costs
City Finance Director	Actual amount of invoice charged to the City plus 5% ¹ of the bill for administration costs
Other contracted services	Actual amount of invoice charged to the City plus 5% ¹ of the bill for administration costs

¹ Note: The Mayor or City Manager is authorized to reduce the percentage for administration to ensure that the City only collects an amount necessary to cover the costs associated with the administration of services.

Section 6 Fire Department Fees.

6.1 General Fire Service Fees. The following fees and charges are approved and shall be assessed and collected by the Fire Department or the City Treasurer for General Fire Services:

General Fire Services	Fees
Fire Inspection ¹	
Residential & Small Commercial	\$20.00
Industrial, Institution, & Large Commercial	\$75.00 or actual costs, whichever is greater
Governmental	No Charge
Re-Inspection	Same amount as the initial inspection
Carbon Monoxide or Smoke Detector Alarm	No Charge

¹ Note: To exclude home occupations except for daycare. Only one fire inspection fee will be charged for more than one business sharing the same space (located in the same building when space is not divided by walls, partitions, etc.)

6.2 Emergency Rescue Service Fees. The following fees and charges are approved and shall be assessed and collected by the Fire Department or the City Treasurer for Emergency Rescue Services:

Emergency Rescue Services	Fees
Rescue Engine	\$182.00 per hour or any portion of a half-hour (one-hour minimum charged with each call)

Emergency Rescue Services	Fees
Personnel Costs	\$25.00 per hour or any portion of a half-hour per rescue technician or actual cost, whichever is greater (one-hour minimum charged)
Use of Extrication Equipment:	
Light Extrication Equipment (Use of hand tools)	\$100.00 per hour or any portion of a half-hour (one-hour minimum charged)
Heavy Extrication Equipment (Use of power equipment)	\$150.00 per hour or any portion of a half-hour (one-hour minimum charged)
Extra Heavy Extrication Equipment (Use of multiple pieces of equipment)	\$250.00 per hour or any portion of a half-hour (one-hour minimum charged)
Fire Rescue Standby (4-person rescue crew)	\$282.00 per hour or any portion of a half-hour, the amount includes personnel costs (one-hour minimum charged with each call)
Fire Rescue Standby (2-person rescue crew)	\$232.00 per hour or any portion of a half-hour, the amount includes personnel costs (one-hour minimum charged with each call)
Supplies Used	Three (3) times the cost of supplies used as determined by the Fire Chief

6.3 Hazardous Material Emergency Service Fees. The following fees and charges are approved and shall be assessed and collected by the Fire Department or the City Treasurer for Hazardous Material Emergency Services:

Hazardous Material Emergency Services ^{1, 2, 3}	Fees
HazMat Emergency Incident	\$345.00 per call that is paged out by the local Dispatch Center plus personnel costs
Hazmat Trailer	No charge for the trailer, current IRS mileage reimbursement if the vehicle pulls the trailer or \$136.00 per hour or any portion of a half-hour (one-hour minimum charged with each call) if an Engine pulls the trailer
HazMat Personnel Costs	
Emergency Incident Tech Level Experience	\$60.00 per hour or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged), if required to suit up in a Class A or Class B Hazmat Response Suit
Operations Level Experience	\$35.00 per hour will be paid or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged), if required to suit up in a Class A or Class B Hazmat Response Suit

Hazardous Material Emergency Services^{1, 2, 3}	Fees
Awareness Level Experience	\$25.00 per hour or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged)
HazMat Personnel Costs- Clean-Up	
Incident Tech Level Experience	\$35.00 per hour or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged)
Operations Level Experience	\$25.00 per hour will be paid or any portion of a half-hour per technician or actual cost, whichever is greater (one-hour minimum charged)
Awareness Level Experience	\$25.00 per hour or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged)
Supplies Used	Three (3) times the cost of supplies used as determined by the Fire Chief

¹ Note: Hazardous Material Emergency means a sudden or unexpected release of any substance or material that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, presents a direct and immediate threat to public safety or the environment and requires immediate action to mitigate the threat. See Section 10-262 of the Revised Ordinances of Tremonton City Corporation for additional information.

² Note: In accordance with Section 10-263 of the *Revised Ordinances of Tremonton City Corporation*, the Fire Department is hereby empowered to recover its expenses incurred by virtue of the City's response to hazardous materials emergencies, aggravated fire emergencies, or aggravated medical emergencies from any persons, corporations, partnerships, and individuals or other entities who caused such an emergency, pursuant to the following procedure: (a) The Tremonton City Fire Department and/or Police Department representative shall determine responsibility for the emergency or response as defined above and notify the responsible party by mail of the department's determination of responsibility and expenses to be recovered; (b) Tremonton City shall be responsible for the initial billing and receiving of funds. In the event the billed party fails to submit fees, the City Council may determine if legal action will be used to recover said funds. (c) The notice shall specify that the determined responsible party may appeal the department's decision to the City Council by establishing a date by which notice of appeal shall be filed. The appeal date shall be no more than fifteen (15) days from the date of the notice.

6.4 Aggravated Fire Emergency Service and Contract for Fire Protection Service Fees. The following fees and charges are approved and shall be assessed and collected by the Fire Department or the City Treasurer for Aggravated Fire Emergency and Contract for Fire Protection Services:

Aggravated Fire Emergency and Contract for Fire Protection Services^{1, 2, 3}	Fees
Fire Apparatus	
Brush Truck	Current IRS mileage reimbursement rate
Command Vehicle 4x4	\$25 per hour, plus current IRS mileage reimbursement rate
Engine	\$182.00 per hour or any portion of a half-hour (one-hour minimum charged with each call)
Ladder Truck	\$245.00 per hours or any portion of a half-hour (one-hour minimum charged with each call)
Personnel Costs	
Strike Team Leader	\$45.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Task Force Leader	\$45.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Safety Officer, SOFR	\$45.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Incident Commander	\$65.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Engine Boss or Officer Certified	\$35.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Squad Boss Certified	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Firefighter 2 Certified	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Wildland Certification Red Card	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Firefighter 1 Structure Certification Card	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Firefighter Non-Certified	\$14.50 per hour or any portion of a half-hour per firefighter or actual cost, whichever is greater (one-hour minimum charged)
False Alarm	
Equipment & personnel do not leave the station	No charge
Equipment & personnel leave the station	\$100.00

Aggravated Fire Emergency and Contract for Fire Protection Services^{1, 2, 3}	Fees
Equipment & personnel arrive on the scene	\$200.00
Ambulance Standby (2-person crew)	\$110.00 per hour or any portion of a half-hour, the amount includes personnel costs (one-hour minimum charged with each call)

¹ Note: Aggravated Fire Emergency means a fire proximately caused by the owner or occupant of a property or a structure, which presents a direct and immediate threat to public safety and requires immediate attention to mitigate the threat and the fire and, (a) is caused by or contributed to by the failure to comply with a lawful order from any state, county or local agency, department official; or (b) occurs as a result of any deliberate act in violation of state law or the ordinances or regulation of the city or other local agency; or (c) is a fire that constitutes arson or reckless burning as defined by Utah Code; or (d) is an alarm that results in a City or other local fire unit being dispatched, and the person transmitting or causing the transmission of the alarm knows at the time of said transmission that no fire or related fire emergency exists. See Section 10-262 of the Revised Ordinances of Tremonton City Corporation for additional information.

² Note: In accordance with Section 10-263 of the Revised Ordinances of Tremonton City Corporation, the Fire Department The City is hereby empowered to recover its expenses incurred by virtue of the City's response to hazardous materials emergencies, aggravated fire emergencies, or aggravated medical emergencies from any persons, corporations, partnerships, and individuals or other entities who caused such an emergency, pursuant to the following procedure: (a) The Tremonton City Fire Department and/or Police Department representative shall determine responsibility for the emergency or response as defined above and notify the responsible party by mail of the department's determination of responsibility and expenses to be recovered; (b) Tremonton City shall be responsible for the initial billing and receiving of funds. In the event the billed party fails to submit fees, the City Council may determine if legal action will be used to recover said funds. (c) The notice shall specify that the determined responsible party may appeal the department's decision to the City Council by establishing a date by which notice of appeal shall be filed. The appeal date shall be no more than fifteen (15) days from the date of the notice.

6.5 Emergency Medical Service Fees. The following fees and charges are approved and shall be assessed and collected by the Fire Department or the City Treasurer for Emergency Medical Services:

Emergency Medical Services^{1, 2}	Fees
Basic Life Support	\$1,234.92
Advanced Life Support – Intermediate	\$1,630.31
Each Additional Patient	\$1,256.00
Extra Attendant ³	\$40.00
Advanced Life Support – Paramedic	\$2,383.73
Each Additional Patient	\$1,838.00

Emergency Medical Services ^{1, 2}	Fees
Extra Attendant ³	\$40.00
Non-Transport BLS Rate	\$175.00, plus supplied charged
Non-Transport ALS Rate	\$175.00, plus supplied charged
Off-road Rate - Where the ambulance is required to travel for ten miles or more on unpaved roads, a surcharge may be assessed.	\$1.50 per mile
Waiting Time	
Per quarter-hour or fraction thereof - Also applies to at Fair Grounds	\$22.05
Mileage	\$42.24 per mile or fraction thereof. - In all cases, mileage shall be computed from the point of pickup to the point of delivery.
Fuel Fluctuation Rate - When diesel fuel exceeds \$5.10 per gallon or gasoline exceeds \$4.25 per gallon as invoiced, a surcharge of \$0.25 per mile of transport may be added to the mileage rate.	
An ambulance shall provide 15 minutes at no charge at both points of pickup and point of delivery. After this time, an ambulance agency may charge \$22.05 per quarter-hour or a fraction thereof thereafter. On round trips, an ambulance shall provide thirty (30) minutes at no charge from the time the ambulance reaches the point of delivery until starting the return trip. At the expiration of the thirty (30) minutes, the ambulance service may charge \$22.05 per quarter hour or fraction thereof thereafter.	
Supplies Used	Three (3) times the cost of supplies used as determined by the Fire Chief
Use of Extrication Equipment	
Light Extrication Equipment (Use of hand tools)	\$100.00 per hour or any portion of a half-hour (one-hour minimum charged)
Heavy Extrication Equipment (Use of power equipment)	\$150.00 per hour or any portion of a half-hour (one-hour minimum charged)
Extra Heavy Extrication Equipment (Use of multiple pieces of equipment)	\$250.00 per hour or any portion of a half-hour (one-hour minimum charged)

Emergency Medical Services ^{1, 2}	Fees
Ambulance Standby ⁴ (2- person crew)	\$110.00 per hour or any portion of a half-hour, the amount includes personnel costs (one-hour minimum charged with each call)
Medical Standby Personnel with no ambulance	\$35 per hour per person
Subpoena of Ambulance Documents (per Labor Commission)	\$21.16 plus \$0.53 per copy
Hospital requested and funded the transportation of Medicare patients from Bear River Valley Hospital to another hospital for testing and then returned the patient to Bear River Valley Hospital.	Bear River Valley Hospital shall be responsible for 60% of the regular charge for advanced life support fee and round-trip mileage.

¹ Note: To be updated automatically as established and updated by the Utah Bureau of Emergency Services, known as the Utah EMS Committee (pursuant to Utah Code Annotated 26-8a-403 Administrative Rule R426-16-2).

² Note: Ambulance bills may be reduced in accordance with Resolution No. 10-32 A Resolution Adopting an Ambulance Bill Reduction Policy for Tremonton City.

³ Note: A regular ambulance crew consistent of two attendants. An extra attendant is any ambulance crew consisting of three (3) or more attendants.

⁴ Note: The Fire Chief may elect to waive the fee at their discretion to other governmental entities, non-profit organizations, or other community events.

⁵ Note: In the event any amount(s) is/are referred to a third-party debt collection agency, a collection fee of 18%, interest, court costs, and reasonable attorney fees will be charged.

6.6 Emergency Medical Training Fees. The following fees and charges are approved and shall be assessed and collected by the Fire Department for Emergency Medical Training:

EMT Medical Training ¹	Fees
EMT-Basic Class	Estimated actual costs per estimated participant numbers as determined by the Course Coordinator and/or Fire Chief per student
EMT- Advanced Class:	Estimated actual costs per estimated participant numbers as determined by the Course Coordinator and/or Fire Chief per student
Practical/Written Recertification Test	Fee determined by the Utah Bureau of Emergency Medical Systems

¹ Note: Medical training fees may be reimbursed to individuals that take the course and are hired by the Fire Department within one (1) year after they have completed the course.

6.7 Rental of Fire Station Conference Room & Kitchen Facility Fees. The following fees and charges are approved and shall be assessed and collected by the Fire Department or the City Treasurer for the rental of the:

Rental Fire Station Conference Room & Kitchen Facility ¹	Fees
Security Deposit ²	\$200.00 per event
Daily/Evening Rate - Conference Room/Kitchen	\$35.00 per day or evening

¹ Note: The Fire Station Conference Room and Kitchen Facility shall only be rented to businesses or non-profit entities and not to individuals for private functions. Department Head may at their discretion, waive rental fees and Security Deposit for non-profit groups or the like.

² Note: The cost of damage will be levied against the Security Deposit posted with the City. The Security Deposit is refundable under certain conditions as per the rental agreement.

Section 7 Food Pantry Fees.

7.1 Food Pantry Fees. There are currently no fees or charges assessed or collected for Food Pantry Services.

Section 8 Garbage & Recycling Collection Service Fees.

8.1 Garbage Collection Service Fees. The following fees and charges are approved and shall be assessed and collected by the City Treasurer for Garbage Collection Services:

Garbage Collection Services ^{1,3}	Fees
Garbage Collection Fees	
Monthly Pickup	\$15.21
Each Additional Can ²	\$15.21
Garbage Can Setup Fee ²	\$150.00

¹ Note: In accordance with Section 10-416 of the *Revised Ordinances of Tremonton City Corporation*, Commercial Unit/Users shall cause their own Commercial Solid Waste and Recycle Waste to be collected and disposed of on a frequent basis. Section 10-411 (2) of the *Revised Ordinances of Tremonton City Corporation*, Commercial Unit/Users is defined as an enterprise, such as a business, commercial, industrial, institutional, association, corporation, manufacturer, hotel, motel, resort, governmental entity other than Tremonton City, church, school, any development or facility that has a dumpster. Multi-family dwelling complexes that have dumpsters are considered Commercial Units for purposes of this Fee Schedule. A Commercial Unit shall also be any development that City staff determine to have characteristics similar to the criteria contained herein.

In accordance with Section 10-418 (1) of the *Revised Ordinances of Tremonton City Corporation*, all occupants of Residential Units within City limits shall pay a service

charge for the collection and disposal of Residential Solid Waste as adopted by rate resolution by the City Council. Service charges shall apply to all occupants of Residential Units whether or not they elected to haul their Residential Solid Waste. Occupants who shall vacate their Residential Unit for a time and have their water turned off by the City may, prior to their leaving, have their Residential Solid Waste service temporarily discontinued by contacting the City Office and requesting their Residential Solid Waste Container be picked up.

² Note: Property owners are required to pay the purchase costs associated with the first garbage can when applying for a building permit for a new residential unit, with Tremonton City retaining ownership of the garbage can. Property owners that request an additional can are required to pay for the purchase costs of the additional garbage can, with Tremonton City retaining ownership. Tremonton City maintains and replaces garbage cans at the City's expense when the garbage cans are damaged, faulty, or inoperable as a result of normal wear or aging under ordinary operating conditions, as determined solely by the Public Works Director or City Treasurer. Property owners shall be responsible for replacing garbage cans if the Public Works Director or City Treasurer determines at their sole discretion that garbage can needs to be replaced due to negligence of the property owner, which may include but is not limited to: overloading the garbage can, leaving the garbage can on the street for extended periods of time in violation of City ordinance, placing hot coals in garbage cans, etc.

³ Note: The City Council has adopted Resolution No. 23-52 amending a residential solid waste and residential recycle waste collection agreement between Tremonton City and Econo Waste, Inc. which establishes fees and increases fees that the City is obligated to pay the Econo Waste, Inc. The City Council has already approved these fee increases, and for this reason, the City Treasurer is authorized to pay Econo Waste, Inc the increased amount stated in Resolution No. 23-52 and bill the Residents the same increase without formally amending this fee schedule.

8.2 Recycling Collection Service Fees. The following fees and charges are approved and shall be assessed and collected by the City Treasurer for Recycling Collection Services:

Recycling Collection Services ^{1, 2, 4}	Fees
Recycling Collection Fees	
Monthly Pickup (on a biweekly basis)	\$18.90
Each Additional Can	Not available
Recycling Setup Fee ³	\$50.00

¹ Note: In accordance with Section 10-416 of the *Revised Ordinances of Tremonton City Corporation*, Commercial Unit/Users shall cause their own Commercial Solid Waste and Recycle Waste to be collected and disposed of on a frequent basis. Section 10-411 (2) of the *Revised Ordinances of Tremonton City Corporation*, Commercial Unit/Users, is defined as an enterprise, such as a business, commercial, industrial, institutional,

association, corporation, manufacturer, hotel, motel, resort, governmental entity other than Tremonton City, church, school, any development or facility that has a dumpster. Multi-family dwelling complexes that have dumpsters are considered Commercial Units for purposes of this Agreement. A Commercial Unit shall also be any development that City staff determine to have characteristics similar to the criteria contained herein.

In accordance with Section 10-418 (2) of the *Revised Ordinances of Tremonton City Corporation*, all occupants of Residential Units within the City limits that elect to have Recycle Waste collection and disposal service shall pay a service charge for said service as adopted by rate resolution by the City Council.

² Note: Property owners that request a recycle can shall be billed for the recycling can a minimum of one (1) year.

³ Note: Property owners that apply for Recycling Collection Services are required to pay the application fee. This fee is collected by the City and used to pay the Contractor for fees associated with the delivery and pick up of the recycling cans.

⁴ Note: The City Council has adopted Resolution No. 23-52 amending a residential solid waste and residential recycle waste collection agreement between Tremonton City and Econo Waste, Inc. which establishes fees and increases fees that the City is obligated to pay the Econo Waste, Inc. The City Council has already approved these fee increases, and for this reason, the City Treasurer is authorized to pay Econo Waste, Inc the increased amount stated in Resolution No. 23-52 and bill the Residents the same increase without formally amending this fee schedule.

Section 9 Justice Court Fines & Fees.

9.1 City Consolidated Bail Schedule. The following fines are recommended amounts, but the Judge reserves the right to charge fines greater or less than the amount listed below for the City Consolidated Bail Schedule:

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
Revised Ordinance Violations				
6-204	Sales and Use Tax Violation	MB	\$500.00	
8-111	Construct, Excavate, Erect on any property owned or controlled by this City, or to enter the property of this City contrary to posted or marked use.	MB	\$500.00	
8-224	Burial and Disinterment	MB	\$680.00	
8-234	Injury to Cemetery Property	MB	\$680.00	
8-511	Smoking or Alcohol in City Parks	INF	\$100.00	
8-526	City Park Violation	INF	\$250.00	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
8-619	Skate Park	INF	\$250.00	
8-671	Splash Pad Violation	INF	\$250.00	
8-713	Penalty for Violating Tree Ordinance	INF	\$100.00	
8-817	Tennis Court Violation	INF	\$250.00	
8-905	Violation of Conservation Easement and Public Access Easement	INF	\$250.00	
8-1000	Claiming or Reserving of Public Property for Viewing a Parade or Special Event	INF	\$25.00	
9-112	Doing Business Without a License	INF	\$300.00	
9-412	License Required - Alcohol Sales	MB	\$680.00	
9-461	Permit Required - Live Entertainment	MB	\$250.00	
9-495	Violation of Regulations regarding Tobacco and Paraphernalia in Non-Tobacco Specialty Store	MB	\$1,000.00 ³	
9-566	Failure to Comply with Plumbing Inspector	INF	\$250.00	
9-577 (1)	Plumbing Code Violation by Owner/Manager	INF	\$250.00	
9-577 (2)	Plumbing Code Violation by Person receiving payment or anything of value	INF	\$500.00	
9-745	Running a Sexually Oriented Business Without a License	MB	\$680.00	
9-748	Violation of Sexually Oriented Business Each day shall be a separate offense	MB	\$500.00	
9-805	Solicitation Prohibited Without Permit	MB	\$680.00	
9-821	Residential Solicitation Violation	INF	\$1000.00	
10-134	Interference with Firemen	MB	\$680.00	
10-135	Unlawful Interference with Officers, Apparatus, Water, Etc.	MB	\$680.00	
10-139	False Alarm (Fire)	MB	\$300.00	
10-160	Violation of International Fire Codes ⁴	MB	\$300.00	
10-187	Controlled Burning Regulation	INF For each Offense	\$100.00	
10-190	Open Fires - Recreational/Preparing Food	INF	\$100.00	
10-223	Unwholesome Food	MC	\$200.00	
10-224	Vacating Premises	INF	\$100.00	
10-321	Abatement of Weeds	INF	\$300.00	
10-323	Weed Control	INF	\$300.00	
10-330	Maintaining a Nuisance	INF	\$150.00	
10-331	Nuisance on Property	INF	\$150.00	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
10-332	Duty of Maintenance of Private Property	INF	\$150.00	
10-333	Storage of Personal Property	INF	\$100.00	
10-359	Administrative Notices – Hearings – Disposal of Nuisance – Lien – Penalty for Failure to Comply	MC Each Day is a new Offense	\$150.00	
10-412	Accumulation of Garbage	INF	\$50.00	
10-417	Removal of Emptied Garbage Cans	INF	\$100.00	
10-432	Litter in Public Places	INF	\$100.00	
10-436	Litter Thrown by Persons in Vehicles	INF	\$100.00	
10-438	Litter in Parks	INF	\$100.00	Y
10-439	Litter in Lakes and Fountains	INF	\$100.00	
10-440	Handbills	INF	\$100.00	
10-440	Handbills and Posters	INF	\$100.00	
10-448	Litter on Vacant Lots	INF	\$100.00	
11-210	Motorized Devices	INF for Each Offense	\$200.00	
11-356	Overflowing Water on Public Property	INF	\$100.00	
11-361	Removal of Snow	INF	\$100.00	
11-362	Placing Trash or Other Obstructions in Streets, Gutters, and Sidewalks	INF	\$100.00	
11-363	Openings in Streets	INF	\$100.00	
11-364	Doors Opening into Streets	INF	\$100.00	
11-365	Discharge of Water on Streets	INF	\$100.00	
11-366	Crossing at Intersection	INF	\$100.00	
11-367	Businesses to Keep Sidewalk Clean	INF	\$100.00	
11-369	Placing Goods on Sidewalk for Receipt or Delivery	INF	\$100.00	
11-370	Obstructing Free Passage of Sidewalks	INF	\$150.00	
11-371	Obstructing Free Passage of Sidewalks	INF	\$150.00	
11-410	Structures in Public Ways	INF	\$300.00	
11-416	Excavation Permit	INF Each Day is a new Offense	\$300.00	
13-204	Interfering with Officers	INF	\$680.00	
13-239	Dog Disturbing Neighborhood ⁷	INF	\$50.00	
13-301	No Dog License	INF	\$50.00	
13-304	No Kennel License	INF	\$50.00	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
13-305	Number of Animals Per Residence ⁷	INF	\$100.00	
13-401	Nuisance Animals ⁷	INF	\$100.00	
13-403	Animal Trespass ⁷	INF	\$50.00	
13-404	Female Animals in Heat	INF	\$50.00	
13-405	Possession of a Potentially Dangerous Animal ⁷	INF	\$100.00	
13-406	Failure to Properly Confine a Potentially Dangerous Animal ⁷	INF	\$100.00	
13-407	Dog Running at Large	INF	\$50.00	Y
13-413	Restraint of Guard & Attack Dogs	INF	\$500.00	
13-414	Aggressive Animal ⁷	INF	\$500.00	
13-601	Rabies Vaccination Requirement	INF	\$50.00	
13-701	Cruelty to Animals	MB	\$300.00	Y
13-803	Animal Enforcement – Unless designated otherwise by the laws of the State of Utah	MC For Each Day in Violation		
14-122	Illegal Water Turn on Fine	MB	\$200.00	
14-134	Scarcity of Water Proclamation Violation	INF	1 st - \$75.00 2 nd - \$150.00 3 rd - \$300.00	
14-137	No Permit for Installation of a Water Meter	MC	\$150.00	
14-260	Industrial Pretreatment Fine	MB	\$1,750.00	
15-201	Parallel Parking	INF	\$50.00	
15-203	All Night Parking Prohibited	INF	\$50.00	
15-204	Double Parking Prohibited	INF	\$50.00	
15-205	Unlawful to Park - Red Curb	INF	\$50.00	
15-206	Disabled Vehicle	INF	\$50.00	
15-208	Approach to Parking Space	INF	\$100.00	
15-209	Parking in Alleys	INF	\$50.00	
15-211	Parking Prohibited	INF	\$50.00	
15-212	Parking on Walk or Curbing	INF	\$50.00	
15-213	Parking During Winter Months	INF	1 st - \$25.00 2 nd - \$50.00	Y
15-214	2 Hour Parking Limit	INF	\$50.00	
15-219	Commercial Vehicle Prohibited Parking	INF	\$50.00	
15-221	Recreation Vehicles Prohibited Parking	INF	\$50.00	
15-222	Use of Front Yard for Parking Prohibited	INF	\$50.00	
15-223	Vehicles Displayed for Sale	INF	\$50.00	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable²
15-224	Bear River High School Parking	INF	\$25.00	
15-302	Intoxicated Person in Vehicle	MC	\$50.00	
16-001	Advertisements - Posting Without Permission	INF	\$100.00	
16-002	Advertisements - Tearing Down or Defacing	INF	\$100.00	
16-004	Air Guns, Sling Shots, Etc. Prohibited	MC	\$100.00	
16-009	Curfew	INF	\$150.00	
16-009A.	Truancy	INF	Minor \$50.00 Adult \$50.00-\$500.00 ⁵	Y
16-010	Discharge of Firearm Within Tremonton City Limits	MC	\$250.00	
16-011	Disturbing the Peace	MC	\$350.00	
17-102	Uniform Utah Criminal and Traffic Codes ⁶	See State Bail Schedule	See State Bail Schedule	
Land Use Code Violations				
1.02.060	Non-Conforming Structures, Uses, and Signs	INF	\$100.00	
1.17.010	Off-Street Parking Required	INF	\$50.00	
1.17.060	Maintenance of Parking Lots	INF	\$100.00	
1.18.010	Landscaping, Buffering & Fencing	INF	\$100.00	
1.19.010	Supplementary Regulations	INF	\$100.00	
1.19.065	Keeping Chickens	INF	\$50.00	
1.20.010	Noise Regulations	INF	\$100.00	
1.22.010	Communication Facilities Permit Required	INF	\$200.00	
1.23.010	Renewable Energy Systems Permit Required	INF	\$200.00	
1.24.010	Home Occupation Permit Required	INF	\$200.00	
1.25.010	Conditional Use Permit Required	INF	\$200.00	
1.26.010	Site Plan Permit Required	INF	\$200.00	
1.27.010	Sign Permit Required	INF	\$200.00	
1.28.010	Building Permit Required	INF	\$200.00	
1.28.015	Sidewalk Required	INF	\$200.00	
2.03.206	Subdivision Violation	INF	\$200.00	

Note: See the Revised Ordinances of Tremonton City Corporation Subsection 1-313 and 1-331 of the Revised Ordinances of Tremonton City Corporation for more information regarding Consolidated Bail Schedule.

- ¹ Note: Severity levels: MB = Class B Misdemeanor; MC = Class C Misdemeanor; INF = Infractions
- ² Note: An Enhanceable offense means that the severity and/or penalty of a crime may be increased if the defendant has been convicted of the same or similar crime in the past.
- ³ Note: Not including any mandatory fees and surcharges imposed by law or a court of competent jurisdiction.
- ⁴ Note: Each ten (10) days that prohibited conditions are maintained shall constitute a separate offense when not specified otherwise.
- ⁵ Note: A person is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. A third offense by a minor requires a mandatory court appearance. A third offense by an adult is subject to the provisions of State Law.
- ⁶ Note: Fine and/or six (6) months jail sentence.
- ⁷ Note: Disposition of animal to be determined by the Court on all the above charges.
- ⁸ Note: The Bail Schedule intends to provide assistance to the sentencing judge in determining the appropriate fine or bail to be assessed in a particular case and to minimize disparity of fines/bails imposed by different courts for similar offenses. This schedule is not intended to deprive or minimize the court's authority to impose a sentence deemed just in the discretion of the judge.

9.2 Justice Court Filing and Copy Fees. The following fees and charges are approved and shall be assessed and collected by the Court Clerk or the City Treasurer.

Small Claims Court Schedule ¹	Fees
Small Claims Filing Fees	
Claims between \$1.00 up to \$2,000	\$60.00
Claims between \$2,001 up to \$7,500	\$100.00
Claims between \$7,500 up to \$11,000	\$185.00
Small Claims Garnishments	\$50.00
Small Claims Appeals	\$10.00
Criminal Expungement	\$135.00
Certified Copy	
Per document	\$4.00
Per page	\$0.50
Copy of documents	\$0.25

¹ Note: The Tremonton City Justice Court Fee Schedule is established by Utah Code Annotated 78A-2-301.5. This schedule shall be automatically updated to reflect new fee amounts when Utah Code Annotated 78A-2-301.5 is updated by the Administrative Office of the Courts and the Utah State Legislature.

Section 10 Library Fees.

10.1 General Library Service Fees & Financial Penalties. The following fees and financial penalties are approved and shall be assessed and collected by the Library or the City Treasurer for General Library Services:

General Library Services	Fees & Financial Penalties
Library Cards	
Resident and City Employee Card	No charge
Non-Resident Card	No charge
Non-Resident Card for Brainfuse Participants	No charge
Replacement Cards	\$3.00
Overdue Financial Penalties 1	
Hard Back	\$0.10 per day
Paper Back	\$0.05 per day
Storytelling Kit	\$1.00 per day
Audiobooks	\$0.10 per day
Magazine	\$0.10 per day
Videos and DVD	\$0.25 per day
Hotspots, Tablets, Laptops/Chromebooks	\$5.00 per day
E-Readers	\$5.00 per day
Lost or damaged library materials	
Library Material	Replacement cost as determined by the Library
E-Reader placed in the Book Drop	\$25.00
E-Reader Registered to Patron's personal account	\$50.00
Interlibrary loans	Returned postage

¹ Note: The maximum overdue financial penalty is five dollars (\$5.00) except for storytelling kits, which is fifty dollars (\$50.00), and E-Readers, which is one hundred dollars (\$100.00).

Section 11 Parks & Recreation Fees.

11.1 Park Service Fees. The following fees and charges are approved and shall be assessed and collected by the Parks Department or the City Treasurer for Park Services:

Park Services ¹	Fees
Diamond Reservations ²	
Security Deposit ³	\$50.00
Per Diamond Rental Per Hour	\$5.00

Park Services ¹	Fees
Per Diamond Rental Per Day	\$30.00
Lights for baseball/softball fields	\$5.00 per hour per field
Additional ball diamond field prep ³	\$10.00 per diamond
Cleanup ⁴	\$25.00 per hour (if required)
Scoreboard ⁵	
Deposit ³	\$200.00 per scoreboard
Rental fee	\$5.00 per field/rental period
Bowery Rentals	
Security Deposit ³	\$50.00
Day Rental	\$20.00
Cleanup	\$25.00 per hour (if required)
Park Stages ⁶	\$20.00
Midland Square	
Security Deposit ³	\$50.00
Per hour	\$10.00
Cleanup	\$25.00 per hour (if required)
Civic Commons	
Security Deposit ³	\$50.00
Per hour	\$10.00
Cleanup	\$25.00 per hour (if required)
Pickleball Equipment Rental	\$5.00 for a 24-hour rental ⁷
Tennis Court Reservation	\$5.00 per hour
Food sold at City Snack Shack	Price as set by the Parks & Recreation Director
Charges Associated with Tremonton Hay Days or Special Events	Amounts as set by the Parks & Recreation Director
Business Sponsor Banners at Stevens Park	\$100.00 per banner (Sponsor to Provide Banner)

¹ Note: Department Head may at their discretion waive rental fees and Security Deposit for non-profit groups or the like.

² Note: Use of fields associated with tournaments is rented by agreement with the Parks and Recreation Director. Authorized City Employees shall do all field preparation and maintenance. No outside work may be done with drags, 4-wheelers, lawnmowers, water, etc. (hand rakes are allowed). One field preparation will be included as part of the rental. This will be done before the first game.

³ Note: Cost of damage will be levied against the Security Deposit posted with the City. The Security Deposit is refundable under certain conditions as per the rental agreement.

⁴ Note: City staff to inspect the rented facility after the event for cleanliness. A Cleanup charge will be accessed against the deposit if the City staff has to clean up after the event.

⁵ Note: Scoreboard must be picked up before rental or Friday by 12:00 noon if the rental is for Saturday or Sunday. The scoreboard must be returned the next business day after rental in good condition to receive the deposit back.

⁶ Note: Any concert or special event must be approved by the City Council before the stage or park will be considered reserved.

⁷ Note: If the City Office Building is closed when the equipment is due, the rental will be extended at no cost until noon of the next business day.

11.2 Recreation Program Service Fees. The following fees and charges are approved and shall be assessed and collected by the Recreation Department or the City Treasurer for Recreation Program Services:

Recreation Program Services	Fees
Recreation Program ¹	
Recreation Programs	Estimated actual costs per estimated participant numbers as determined by the Recreation Director
Registration Late Fees	\$5.00

¹ Note: A five-dollar (\$5.00) non-refundable office charge will be assessed to all refunds. Tremonton Parks and Recreation will offer a full refund, less five dollars (\$5.00) for all refunds requested while the registration period is still open. After the registration period has ended, a refund of fifty percent (50%) will be offered. After the program/event has begun, no refund will be offered. As determined by the Parks & Recreation Director, special exceptions may be made on a case-by-case basis for special circumstances.

Section 12 Police Department Fees.

12.1 General Police Service Fees. The following fees and charges are approved and shall be assessed and collected by the Police Department or the City Treasurer for General Police Services:

General Police Services	Fees
Paper Service	\$30.00
Reports - Minimum for up to 10 Pages	\$10.00 plus \$0.25 for each additional page
Photos/CD - Minimum for up to 5 (4" x 5") Photos	\$20.00 plus \$2.00 for each additional photo
Audio/video - Minimum for Tape and 1 Hour of Dubbing	\$20.00 plus \$10.00 each additional hour of dubbing
Fingerprinting	\$10.00
Bike Licenses/Replacement of License	\$2.50
Non-Criminal Intoxilyzer Testing	\$10.00

General Police Services	Fees
Sex Offender Registration	\$25.00
Transportation/Mileage Fees	Current IRS mileage reimbursement rate – Owner/contract agency to pay all Transportation/mileage costs associated with their animal
Juvenile Transport to Attention Facility	\$50.00 ¹
Citizen Transport from Hospital to Location in Tremonton City	\$20.00 ¹
Private Security	\$40.00 per hour per officer or actual cost, whichever is greater
Nuisance Control	If bankruptcy is taken out on a property that has received charges for weed control, Tremonton City will implement a lean on real property for charges incurred in excess of \$100.00 for the amount due

¹ Note: Discretionary fee, to be paid as determined by the Police Chief, may be assessed on a case-by-case basis.

12.2 Animal Control Service Fees. The following fees and charges are approved and shall be assessed and collected by the Police Department or the City Treasurer for Animal Control Services:

Animal Control Services	Fee
Afterhours call-out (for cities that contract with Tremonton City for animal control services)	\$100.00
Chicken Keeping Application (up to 12 Hens)	No fee unless in violation
Dog License ¹	
Spayed/Neutered	\$10.00
Non-Spayed/Non-Neutered	\$30.00
License Late Fee (After March 31 st)	\$15.00
Duplicate License	\$5.00
Dog License Senior Citizens Owner	
Spayed/Neutered	\$10.00 (one-time fee)
Non-Spayed/Non-Neutered	\$30.00 (one-time fee)
Kennel ²	\$75.00
Animal Impounds	
1 st Offense- Resident	\$45.00
2 nd Offense- Resident	\$65.00
3 rd Offense- Resident	\$85.00
Non-Resident	\$85.00
Trespass Damage	Appraisement

Animal Control Services	Fee
Transportation/Mileage Fees	Current IRS mileage reimbursement rate – Owner/contract agency to pay all Transportation/mileage costs associated with their animal
Adoption Fee ³	\$15.00
Boarding Fee/Holding	\$10.00 per day
Owner Relinquishment Fee	
Residents	\$50.00
Non-Residents	Service Not Available ⁵
Litter Fee for dogs ⁴	
Resident	\$30.00
Non-Resident	\$65.00
Litter Fee for Cats ⁴	\$30.00
Additional littermates	\$5.00
Euthanasia Fee	
Resident	\$30.00
Non-Resident	\$50.00
Quarantine Fee (10 days)	\$100.00 per animal
After the ten days	\$10.00 per day per animal
Veterinarian	Owner /contract agency to pay all Veterinarian cost associated with their animal
Dead Pet Disposal	\$50.00 under 30 lbs. (dog and cats only) \$100.00 over 30 lbs. (dog and cats only)
Cat Trap Permit	\$10.00 Allow permit holder five days to catch cats on their property only. Permit holder would use their own Animal Control Officer approved live trap
Cat Trap Rental Fee	\$20.00 Allow permit holder five days to catch cats on their property only. Includes rental of City live trap for five days.

¹ Note: Prorate of the above fees of ½ after the 1st of July. Dog Licenses that should have been purchased before July 1st or the effective date of this Resolution will not be prorated. All dogs over the age of six (6) months of age must be licensed to a person of the age of eighteen (18) years or older in accordance with Ordinance 13-300 of the Revised Ordinances of Tremonton City Corporation. Proof of rabies vaccination and proof of spay or neuter is required when purchasing a Dog License. All dogs shall be licensed within thirty (30) days of being brought into the City, or a license late fee shall be required. No refunds shall be made. Each license shall be valid from January 1st through December 31st of each year in accordance with Ordinance 13-300 of the Revised Ordinances of Tremonton City Corporation.

² Note: A Kennel license is for over two animals and includes a Conditional Use Permit fee. Requires authorization from the Planning Commission/Land Use Authority Board and is restricted to Zoning Code allowance. See Section 5.1 Development Application Review Fees for the Conditional Use Permit fee amount.

³ Note: Adoption will include a dog license for the current year upon receipt of proof of Rabies and Spray/Neuter Certificate. Adopter will be responsible for all Spray/Neuter Fees and Rabies shots. The State of Utah that all Felines (cats) and Canine (dogs) adopted from a Shelter or Animal Rescue be Sprayed/Neutered and be current on a Rabies inoculation.

⁴ Note: This includes female parent and up to six (6) offspring from the same litter up to ten (10) weeks old. An additional five dollars (\$5.00) fee will be charged per each additional littermate of any age.

⁵ Note: Exceptions for court ordered cases and bite cases.

Section 13 Public Works Fees.

13.1 General Public Works Service Fees & Financial Penalties. The following fees and financial penalties are approved and shall be assessed and collected by the Public Works Department or the City Treasurer for General Public Works Services:

General Public Works Services	Fees & Financial Penalties
Utility Account Setup Fee	\$10.00
Dust & Debris Financial Penalty ¹	150% of the actual bill charged or costs incurred to the City for resolving the dust and debris plus 5% of the bill for administration costs
Use of Equipment ²	Equipment according to the rates posted on the FEMA website at (as required by regulations associated with B & C funds) http://www.fema.gov/government/grant/pa/eqrates_2005.shtm plus fuel (one-hour minimum charged with each call)
Use of Operators ²	Current hourly average of the wage of the operator (one-hour minimum charged with each call)
Compost Material	\$7.50 per scoop

¹ Note: Contractors are required to keep dust and debris controlled at the worksite at all times. The financial penalty is for contractors who violate 3.02.025 (A) of the General Public Works Constructions Standards and Specifications.

² Note: Use of equipment or operators is limited to agreements that the City may have with other governmental entities or in the case of extreme emergencies.

13.2 Storm Drain Service Fees. The following fees and charges are approved and shall be assessed and collected by the City Treasurer for Storm Drain Services:

Storm Drain Services	Fee
Storm Drain	\$4.00

13.3 Residential Water Service Fees. The following fees and charges are approved and shall be assessed and collected by the City Treasurer for Residential Water Services:

Residential Water Services¹	Fees
Culinary Water Rates	
Culinary Water Base Rate ⁹	\$18.90 per month
Tier 1: 0 –10,000 Gallons per month use	\$1.50 per thousand gallons
Tier 2: 10,001 – 40,000 Gallons per month use	\$1.75 per thousand gallons
Tier 3: 40,001 – 70,000 Gallons per month use	\$2.50 per thousand gallons
Tier 4: 70,001 – 100,000 Gallons per month use	\$3.00 per thousand gallons
Tier 5: 100,001 – 130,000	\$3.50 per thousand gallons
Tier 6: Above 130,001	\$4.00 per thousand gallons
Non-Resident Rate	Twice the Residential and Institutional Base Rate, Water Use Rates same
New construction ²	Same as the Residential and Institutional Base Rate and Water Use Rates
Culinary Water Rates with Secondary (May thru October Billing) ¹⁰	
Culinary Water Base Rate	\$18.90 per month
Tier 1: 0 – 10,000 Gallons per month use	\$1.50 per thousand gallons
Tier 2: 10,001 – 40,000 Gallons per month use	\$3.25 per thousand gallons
Tier 3: 40,001 – 70,000 Gallons per month use	\$5.00 per thousand gallons
Tier 4: 70,001 - 100,001 Gallons per month use	\$6.50 per thousand gallons
Tier 5: 100,001 – 130,000 Gallons per month use	\$8.00 per thousand gallons
Tier 6: Above 130,001 Gallons per month use	\$9.50 per thousand gallons
Deposit Fee for Renters ³	\$100.00
Financial Penalty for Illegal Turn-on ⁴	\$100.00
Convenience Turn-on Fee ⁵	
During City business hours	\$25.00
After City business hours	\$75.00
Weekends or Holidays	Not permitted
Service Fee ⁶	
During City business hours	\$35.00
After City business hours	\$75.00
Weekends or Holidays	\$100.00
Investigative Bacteriological Lab Sampling Fees ¹¹	\$30.00
Secondary Water Rates (May thru October Billing) ¹⁰	
Secondary Water Base Rate	\$10.00 per month
Tier 1: 0 – 30,000 Gallons per month use	\$1.25 per thousand gallons
Tier 2: 30,001 – 60,000 Gallons per month use	\$1.75 per thousand gallons
Tier 3: 60,001 – 90,000 Gallons per month use	\$2.25 per thousand gallons

Residential Water Services¹	Fees
Tier 4: 90,001 – 120,000 Gallons per month use	\$2.75 per thousand gallons
Tier 5: Above 120,001 Gallons per month use	\$3.25 per thousand gallons
Call-Out Services ⁸	Actual costs
Installation of a Water Meter without a permit	\$75.00 ⁴

¹ Note: Arrangements for payment of delinquent utility charges made prior to the issuance of water shut-off notices shall include provisions wherein no one shall have a remaining total balance due, which is greater than an amount equal to the basic charges for one month's utility service.

Multiple apartment units that cannot be disconnected individually may be credited with the amount of the monthly charge for water, sewer, and garbage if that unit has been vacant for the entire month. An application for vacancy credit must be filled out and signed by the owner or person responsible for paying the bill to receive credit. Credit may only be given up to one (1) month previously.

² Note: New construction rates mean a water connection during the construction, but only until an occupancy permit is issued. Once an occupancy permit is issued, all utilities must be signed up for and all appropriate charges assessed.

³ Note: Deposit is to be applied to the Renter's ending utility balance when they vacate the property. The City shall automatically process a refund check if a Renter's deposit balance is \$3.00 or greater after applying the Renter's deposit to the Renter's ending utility balance. Otherwise, the City shall only process refund checks for a Renter's deposits that have an ending balance of less than \$3.00 upon request by the individual or entity. If the individual or entity does not request a refund check for a Renter's deposit with an ending balance of less than \$3.00, the unrequested amount shall be considered a contribution to the City.

⁴ Note: Section 14-146 of the *Revised Ordinance of Tremonton City* prescribes the process for addressing situations when the water has been turned off from the premises for nonpayment of water charges or other violation of the ordinances, rules, or regulations, and the water has been turned back on or used without authorization from the Treasurer, Public Works Director, or designee.

⁵ Note: Convenience Turn-on Fee allows for water services to be temporarily turned on for up to twenty-four (24) hours. This service is typically limited to potential homebuyers who would like to have the water turned on, so the home's plumbing can be checked.

⁶ Note: Service fees are to be assessed once the City has started the process of disconnecting a citizen for non-payments. The fee includes the costs associated with generating a list of water disconnects, coordinating the disconnection of services, and reconnecting the water service once the City receives payment. Some citizens may not be disconnected when payment is made, and that during the winter season, finding the water meter requires more labor and equipment, etc.

- ⁷ Note: Agreement must be signed by citizens and Tremonton City in order to use secondary water. A citizen must pay one full year of rates after the agreement is signed.
- ⁸ Note: Call out services will be assessed for after hours and on weekends for disruptions attributed to the user or activity of the users causing it to break or need to be repaired after regular City service hours. Failure to pay will result in the City exercising its right to collect, including water shut-off for non-payment. No charge will be assessed for breaks or ruptures that are a natural occurrence that constitutes the need for an emergency repair.
- ⁹ Note: In Resolution No. 10-30, the Tremonton City Council authorized a reduction of fifty percent (50%) of the Tremonton City Base fee for water and sewer monthly utility bills for military personnel called up to active duty from Tremonton City. No reduction will be given toward water overage, storm drain, garbage, or recycle. The reduction will not be retroactive. To qualify for the reduction, the person deployed must be a resident of Tremonton City; part of the head of the household or otherwise responsible for the utility bill; a member of the U.S. Military, National Guard or Reserve; and deployed away from home in the service of the United States of America. Documenting eligibility shall be established by the person or family member bringing a copy of the United States Military deployment papers (orders) to the City Office and other documentation deemed necessary by City staff to establish eligibility. A copy of this documentation or record of receiving such will be kept in the City Office. The reduction toward utility fees shall become effective on the next utility billing due date after eligibility is documented and shall remain in effect to the return date noted on the deployment papers (orders). If the return date is before the date listed on the deployment papers (orders), notification to the City of the change shall be made within fifteen (15) days of the occurrence. Failure to do so may result in a back charge. The City Council or City Staff may deny or terminate such reduction when it is determined that the person requesting the reduction does not meet the terms or intent expressed in this Resolution. The City Council may at any time rescind Resolution No. 10-30.
- ¹⁰ Note: *Culinary Water Rates with Secondary (May thru October Billing)* and *Secondary Water Rates (May thru October Billing)* shall be accessed one (1) year after secondary water mains are charged with water or if there is any secondary water usage, whichever occurs first.
- ¹¹ Note: Investigative Bacteriological Lab Sampling Fees will automatically be adjusted as the fees that are charged to Tremonton City increase.

13.4 Water Connection Fees (Culinary and Secondary). The following fees and charges are approved and shall be assessed and collected by the Building Department or the City Treasurer for Water Connection Fees:

Water Connection Fees¹		
Connection Sizes	Fees	Maximum Units Per Connection Size
¾" Culinary	\$415.00 or at City's cost, whichever is greater	Maximum 2 Units
1" Culinary	\$560.00 or at City's cost, whichever is greater	Maximum 4 Units
1" Secondary Meter Connection	\$560.00 or at City's cost, whichever is greater	Maximum 1 Unit
2" Culinary or Secondary	\$2,150 or at City's cost, whichever is greater	To be determined by City ²
3" and larger Culinary or Secondary	Undeveloped connection fee cost should be at the current City parts cost for the required parts at the time of installation	To be determined by City ²

¹ Note: Connection fees include only the labor for installing the meter and completing the service connection inspection. The connection to the mainline, polyline, and meter box are all provided and installed by the developer/homeowner, per General Public Works Constructions Standards and Specifications.

² Note: Number of units per connection size to be determined by the Public Works Director or Building Inspector.

13.5 Residential Sewer Service Fees. The following fees and charges are approved and shall be assessed and collected by the City Treasurer for Residential Sewer Services:

Residential Sewer Services¹	Fees
Wastewater Treatment Rates	
Base Rate: First 12,800 Gallons Water ²	\$28.30
Overage: Above 12,800 Gallons Water Used	No charge
Sewer Collection Lines ²	\$5.50

¹ Note: Residential Sewer is based upon 1 Equivalents Residential Unit (ERU) which has the following effluent characteristics: BOD/TSS = to or less than 300 mg/liter and Grease/oil = to or less than 100 mg/liter

² Note: In Resolution No. 10-30, the Tremonton City Council authorized a reduction of fifty percent (50%) of the Tremonton City Base fee for water and sewer monthly utility bills for military personnel called up to active duty from Tremonton City. No reduction will be given toward water overage, storm drain, garbage, or recycle. The reduction will not be retroactive. To qualify for the reduction, the person deployed must be a resident of Tremonton City; part of the head of the household or otherwise responsible for the utility bill; a member of the U.S. Military, National Guard or Reserve; and deployed away from home in the service of the United States of America. Documenting eligibility shall be established by the person or family member bringing a copy of the United States Military deployment papers (orders) to the City Office and other documentation deemed necessary by City staff to establish eligibility. A copy of this documentation or record of receiving

such will be kept in the City Office. The reduction toward utility fees shall become effective on the next utility billing due date after eligibility is documented and shall remain in effect to the return date noted on the deployment papers (orders). If the return date is before the date listed on the deployment papers (orders), notification to the City of the change shall be made within fifteen (15) days of the occurrence. Failure to do so may result in a back charge. The City Council, or City Staff may deny or terminate such reduction at any time where it is determined that the person requesting the reduction does not meet the terms or intent expressed in this Resolution. The City Council may at any time rescind Resolution No. 10-30.

13.6 Sewer Connection Fees. The following fees and charges are approved and shall be assessed and collected by the Building Department or the City Treasurer for Sewer Connection Fees:

Sewer Connection Fees	Fees
Inspection Fee ¹	\$100.00
Reconnection Inspection	\$100.00

¹ Note: Sewer connection fees include the cost for the inspection when the connection is made onto the mainline or sewer lateral. The property owner supplies all material and labor.

13.7 Industrial, Institutional, Commercial, & Governmental Water & Sewer Service Fees. The following fees and charges are approved and shall be assessed and collected by the City Treasurer for Industrial, Institutional, Commercial, & Governmental Water & Sewer Services:

Industrial, Institutional, & Commercial Water & Sewer Services ¹	Fees
Culinary Water Rates for Indoor Rates	
Base Rate	\$18.90 per month
Water Use	\$1.50 per thousand gallons
Water Rates for Outdoor Use (without Secondary Water Available)	
Base Rate	\$18.90 per month
Tier 1: 0 – 10,000 Gallons per month use	\$1.50 per thousand gallons
Tier 2: 10,001 – 40,000 Gallons per month use	\$1.75 per thousand gallons
Tier 3: 40,001 – 70,000 Gallons per month use	\$2.50 per thousand gallons
Tier 4: 70,001 – 100,000 Gallons per month use	\$3.00 per thousand gallons
Tier 5: 100,001 – 130,000 Gallons per month use	\$3.50 per thousand gallons
Tier 6: Above 130,001 Gallons per month use	\$4.00 per thousand gallons
Culinary Water Rates with Secondary (May thru October Billing) ⁴	
Culinary Water Base Rate	\$18.90 per month
Tier 1: 0 – 10,000 Gallons per month use	\$1.50 per thousand gallons
Tier 2: 10,001 – 40,000 Gallons per month use	\$3.25 per thousand gallons
Tier 3: 40,001 – 70,000 Gallons per month use	\$5.00 per thousand gallons
Tier 4: 70,001 – 100,000 Gallons per month use	\$6.50 per thousand gallons
Tier 5: 100,001 – 130,000 Gallons per month use	\$8.00 per thousand gallons
Tier 6: Above 130,001 Gallons per month use	\$9.50 per thousand gallons

Industrial, Institutional, & Commercial Water & Sewer Services ¹	Fees
Secondary Water Rates (May thru October Billing) ⁴	
Secondary Water Base Rate	\$10.00 per month
Tier 1: 0 – 30,000 Gallons per month use	\$1.25 per thousand gallons
Tier 2: 30,001 – 60,000 Gallons per month use	\$1.75 per thousand gallons
Tier 3: 60,001 – 90,000 Gallons per month use	\$2.25 per thousand gallons
Tier 4: 90,001 – 120,000 Gallons per month use	\$2.75 per thousand gallons
Tier 5: Above 120,001 Gallons per month use	\$3.25 per thousand gallons
Investigative Bacteriological Lab Sampling ⁵	\$30.00
Sampling Used for Treatment Billings ⁵	
BOD	\$37.00
COD	\$35.00
TSS	\$20.00
pH	\$20.00
FOG (Fats, Oils, and Grease)	\$65.00
Wastewater Treatment Rates	
Base Rate:	\$28.30 ³
Usage Rate:	\$1.15 per thousand gallons
Sewer Collection Lines	\$5.50
Industrial Pre-treatment Rates	
BOD in excess of 300 ml/liter	\$0.30 per pound
TSS in excess of 300ml/liter	\$0.30 per pound
Grease and Oil in excess of 100 ml/liter	\$0.40 per pound
Industrial Pretreatment Administrative Fines	
Individual	\$875.00 ²
Corporation, Partnership, or any other entity user	\$875.00 ²
Civil Fine Pass-Through Recovery	Total Fines and Penalties ³

¹ Note: Tremonton City reserves the right to require pre-treatment or re-negotiate charges based on wastewater characteristics.

² Note: Financial penalties are assessed per violation per day. Costs for administrative enforcement actions may be included in accordance with Section 14-260 (6) of the Revised Ordinances of Tremonton City Corporation. The appropriate Department Head is authorized to issue a financial penalty for violation of a City ordinance. The financial penalty is not considered a criminal punishment, as it is sought to compensate the City for harm done to it, rather than to punish the wrongful conduct. The standard for review in issuing civil financial penalties by a Department Head is more than fifty percent (50%) likely that the accused violated the City ordinance. If the individual appeals financial penalty or refuses to pay the financial penalty, then the Department Head shall turn the matter over to the Police Department to investigate the violation and to process the violation of the City ordinance criminally through the City's Justice Court.

³ Note: Industrial users shall be fully liable for the total amount of fines and civil penalties assessed against Tremonton City by EPA or the State of Utah and administrative costs incurred in accordance with 14-261 (2) of the Revised Ordinances of Tremonton City Corporation.

⁴ Note: *Culinary Water Rates with Secondary (May thru October Billing)* and *Secondary Water Rates (May thru October Billing)* shall be accessed one (1) year after secondary water mains are charged with water or if there is any secondary water usage, whichever occurs first.

⁵ Note: Investigative Bacteriological Lab Sampling Fees and Sampling Used for Treatment Billings will automatically be adjusted as the fees that are charged to Tremonton City increase.

13.8 Deduct Meter Fees. The following fees and charges are approved and shall be assessed and collected by the City Treasurer for Deduct Meter Fees:

Deduct Meter Fees ¹	Fees
Installation	Owners' sole responsibility
Meter Setters	May be optionally purchased at City's cost
Meter Box	May be optionally purchased at City's cost
Meter Box Rings	May be optionally purchased at City's cost
Meter Box Lid	May be optionally purchased at City's cost
Connectors	May be optionally purchased at City's cost
Master Meter with 3G Dialog	Must be purchased from Tremonton City
Meter Size ² (Materials):	
3/4"	\$415.00 or at City's cost, whichever is greater ¹
1"	\$560.00 or at City's cost, whichever is greater ¹
2" and above	\$2,150.00 or at City's cost, whichever is greater ¹

¹ Note: Any Industrial, Institutional, Commercial, or Governmental facility may apply to Tremonton City Corporation for the purchase of a deduct meter. The deduct meter is to be used to deduct outdoor water usage from the total amount of water usage; this is for the sole purpose of sewage usage billing. Deduct meter must be purchased through Tremonton City.

² Note: The deduct meter size will be determined by Tremonton City Corporation. Tremonton City Corporation may, if they feel it is necessary, do an onsite inspection to determine the deduct meter's appropriate location to ensure that only outdoor water usages are being deducted.

Tremonton City Corporation will require that the meter be installed so that it may easily be removed and repaired when need be. The meter has to also be installed to allow the Radio Unit to function properly. All installations will be in compliance with Tremonton City's typical water connection standards.

13.9 Rental of Public Works Conference & Training Facility Fees. The following fees and charges are approved and shall be assessed and collected by the Public Works Department or the City Treasurer for the rental of the Public Works Conference & Training Facility:

Rental Public Works Conference & Training Facility ¹	Fees
Security Deposit ²	\$200.00 per event
Daily/Evening Rate - Conference Room/Kitchen	\$35.00 per day or evening
Rentals to Private Individuals	Not Permitted
Rental to For-Profit Ventures	Not Permitted
Rental to Non-Profit Ventures	Permitted at the discretion of the Public Works Director

¹ Note: Department Head may at their discretion waive rental fees and Security Deposit for non-profit groups or the like.

² Note: The cost of damage will be levied against the Security Deposit posted with the City. The Security Deposit is refundable under certain conditions as per the rental agreement.

13.10 Pavement Cut Permit Fees. The following fees and charges are approved and shall be assessed and collected by the Public Works Department or the City Treasurer for Pavement Cut Permits:

Excavation Permits in Public Way/Pavement Cut Permits ¹	Fees
Encroachment Permit	\$75.00
Non-paved Excavation	\$150.00
Cuts in Paved Surfaces	\$150.00
Unauthorized Excavation in City Right of Ways ²	\$150.00 plus pavement cut permit fee
Excavation Bond	Must also provide a surety bond with the City having the right of action on payment for the amount of construction. Bond to be deposited with the City Treasurer and refunded 18 months after completion of the construction.

¹ Note: See Section 11-405 of the Revised Ordinances of Tremonton City Corporation for additional fees that could be included or excluded.

² Note: Public Works Director may waive this fee based upon the circumstances. The appropriate Department Head is authorized to issue a financial penalty for violation of a City ordinance. The financial penalty is not considered a criminal punishment, as it ought to compensate the City for harm done to it rather than to punish the wrongful conduct. The standard for review in issuing civil financial penalties by a Department Head is more than fifty percent (50%) likely that the accused violated the City ordinance. If the individual appeals financial penalty or refuses to pay the financial penalty, then the Department Head

shall turn the matter over to the Police Department to investigate the violation and to process the violation of the City ordinance criminally through the City's Justice Court.

Section 14 Recorder's Office Fees.

14.1 Recorder's Office General Service Fees. The following fees and charges are approved and shall be assessed and collected by the City Recorder for General Recorder Office General Services:

Recorder's Office General Services	Fees
Annexations	
Annexation Petition Filing Fee ¹	\$300.00 and an \$800 Deposit
State Required Publication/mailing fees	Actual Costs with a minimum \$500.00 Deposit
Election Filing Fees	\$50.00
Recording Fees	No charge, the cost of recording is included in the already paid Development Application Fee.
Distribution of Advertising	
Annual Permit	\$40.00
Police Investigation (One Time Fee)	\$25.00
Application for disposal of City Real Property	\$250.00 ²
Governmental Records Access & Management Act (GRAMA) Fees	The rate for compiling, formatting, etc. is based on the hourly rate of the person who is qualified to fill the request. No charge for the first quarter hour.

¹ Note: The annexation petition filing fee and deposit shall not be collected from the petitioner until the annexation petition has been accepted by the City Council.

² Note: In accordance with *Section 8-102-4 (7) and (8) of the Revised Ordinance of Tremonton City Corporation*, the Applicant shall also be required to pay/reimburse the City for any additional costs associated with the disposition of the property, such as surveying costs, etc. When applicable, the Applicant shall also be required to pay the fees associated with vacating, altering, or amending a subdivision plat or for vacating street, right-of-way, or easement as contained in *Section 5.1 Development Application Review Fees*.

14.2 Cemetery Open & Close Service Fees. The following fees and charges are approved and shall be assessed and collected by the City Recorder for Cemetery Open & Close Services:

Cemetery Open & Close Services¹	Fees
Weekday	
Resident Adult or Infant	\$500.00
Non-Resident Adult or Infant	\$1,000.00
After Hours (after 3:30 pm Weekdays), Weekends, and Holidays	
Resident Adult or Infant	\$750.00
Non-Resident Adult or Infant	\$1,500.00
Cremation: Weekday	
Resident Adult or Infant	\$500.00
Non-Resident Adult or Infant	\$1,000.00
Cremation: Weekends and Holidays	
Resident Adult or Infant	\$750.00
Non-Resident Adult or Infant	\$1,500.00
Exhumation: Weekday	\$1,500.00
Exhumation Cremation: Weekday	\$1,500.00
Burial Permit	No charge
Transfer of Burial Rights (if purchased more than one year ago)	\$50.00 per certificate
Transfer of Burial Rights (if purchased less than one year ago)	\$600.00 per certificate

¹ Note: No graves to be opened on Sunday.

14.3 Cemetery Lot Sale Fees. The following fees and charges are approved and shall be assessed and collected by the City Recorder for the Cemetery Lot Sale:

Cemetery Lot Sale¹	Fees
Resident ²	\$600.00
Non-Resident	\$1,200.00

¹ Note: Per City Council Meeting, February 1, 2005, purchase of plots and opening/closing, cannot be set up on Accounts Receivable. Special consideration for emergency/hardship situations with thirty (30) day extension maximum.

² Note: Per City Council Meeting October 17, 2006, any person who has served Tremonton City as Mayor, City Council Member, or on a board or commission recognized and approved by the Tremonton City Council shall be classified as a permanent resident for the purposes of purchasing a cemetery lot for themselves and/or their spouse.

Section 15 Senior Center Fees.

15.1 Meals & Program Fees. The following fees and charges are approved and shall be assessed and collected by the Senior Center or the City Treasurer for Meals & Programs:

Meals & Programs	Fees
Meals	

Meals & Programs	Fees
Meals for individuals aged 60 and older	The fee as set by the Bear River Association of Government Advisory Council on Aging
Programs	Estimated actual costs per estimated participant numbers as determined by the Senior Center Director

15.2 Senior Center Rental Fees. The following fees and charges are approved and shall be assessed and collected by the Senior Center or City Treasurer for the rental of the Senior Center:

Senior Center Rental ^{1, 2}	Fees
Multi-Purpose Room with Kitchenette –Main Floor	
Security Deposit ³	\$200.00 per event
Weekday or Weekday Evening (4 Hour Maximum)	\$100.00
Weekend Partial Day (4 Hour Maximum)	\$100.00
Weekend Half Day (6 Hour Maximum)	\$150.00
Weekend Full Day (More than 6 Hours)	\$200.00
Meeting Room with Kitchenette-Upstairs	
Security Deposit ³	\$200.00 per event
Weekday (4 Hour Maximum)	\$40.00
Weekend Partial Day (4 Hour Maximum)	\$40.00
Weekend Half Day (6 Hour Maximum)	\$75.00
Weekend Full Day (More than 6 Hours)	\$100.00

¹ Note: Department Head may, at their discretion, waive rental fees and Security Deposit for non-profit groups or the like.

² Note: No part of the Senior Center may be rented by an individual or business during the Center's hours of operation when the purpose of renting a room by an individual or business is aimed at directly or indirectly marketing or selling products or services to Senior Citizens.

³ Note: Cost of damage will be levied against the Security Deposit posted with the City. The Security Deposit is refundable under certain conditions as per the rental agreement.

Section 16 Treasurer's Office Fees.

16.1 Treasurer's Office General Service Fees & Financial Penalties. The following fees and charges are approved and shall be assessed and collected by the City Treasurer for General Treasurer Office General Services:

Treasurer's Office General Services ¹	Fees or Financial Penalties
Financing Fees on Accounts Receivable Past Due Sixty (60) Days	3%
Utility Late Fee (for amounts in excess of \$10.00 which are thirty (30) days past due)	\$2.00

¹ Note: City Treasurer may elect to waive the fee or financial penalty at his/her discretion.

Appendix 1- Business License Fees

Utah Code Annotated 10-1-203 (2) allows Tremonton City to regulate any business by ordinance and impose fees on businesses to recover the municipality's regulation costs. Additionally, Utah Code 10-1-203 (5) (c) allows Tremonton City to charge a business license fee that causes disproportionate costs on the Business for municipal services. To determine the City's costs associated with business licensing and disproportionate cost for municipal services, Tremonton City caused a Business License Study to be completed. This Business License Study includes all of the Utah Code requirements for cost recovery, including the cost of regulating business, the disproportionate cost for regulating businesses, and disproportionate costs on municipal services provided by Tremonton. The Business License Study and associated fees were adopted by Ordinance No. 20-07 and are included in this fee schedule as an administrative convenience. Future changes to fees for businesses shall be done by ordinance and in compliance with Utah Code. For clarification regarding the fees contained in this Appendix, please refer to Tremonton City Ordinance No. 20-07 adopted on June 2, 2020.

A1.1 Base Administrative Fees for Business Licenses. The following fees and charges are approved and shall be assessed and collected by the Business License Officer or the City Treasurer for Base Administrative Fees for Business Licenses:

Business Licenses	Base Cost of Service
General Business License Fees ^{Note 1}	
Initial Business Licenses Application Fee	\$35.95
Annual Renewal Business License Fee	\$17.60
Late Financial Penalty for Annual Renewal Business Licenses	\$13.50
Replacement of Business Licenses	\$6.60
Home Occupation Business License Fees ^{Note 1, 2}	
Initial Home Occupation Business License Application Fee/Zoning Approval	\$46.25
Annual Renewal Home Occupation Business License Fee	\$17.60
Late Financial Penalty for Home Occupation Business Licenses	\$13.50
Replacement of Business Licenses	\$6.60
Beer License Fees	
Initial Beer License Application Fee	\$17.60
On-Premise	\$284.60
Off-Premise	\$284.60
Cabaret	\$284.60
Annual Renewal Beer License Fee	
On-Premise	\$17.60
Off-Premise	\$17.60
Cabaret	\$17.60
Residential Solicitation	
Transient/Peddlers/Itinerant Merchants License	\$36.48

Reviewed and approved on November 7, 2023, Resolution No. 23-67

¹ Note: Per Utah Code Annotated 10-1-203 (9), the Business License Officer shall transmit the

information from each approved business license application to the county assessor within 60 days following the approval of the initial business license application.

² Note: Tremonton City requires Home Occupations to be licensed. The home-based business license fee can be waived if it can be shown that the combined offsite impact of the home-based business and the primary residential use does not materially exceed the offsite impact of the primary residential use alone as contemplated and consistent with Utah Code 10-1-203 (7) and (8).

A1.2 Disproportionate Regulatory Service Costs for Business Licenses. The following fees and charges are approved and shall be assessed and collected by the Business License Officer or the City Treasurer annually for Disproportionate Regulatory Service Costs for Business Licenses:

Business Category	Disproportionate Regulatory Cost ^{Note 1}
Education/Day Care	\$28.50
Firework Stand	\$28.50
Beer License	\$45.60

¹ Note: Disproportionate Regulatory Service Costs shall be assessed annually with the Annual Renewal Business License Fee.

A1.3 Disproportionate Police and Fire Calls for Services for Business Licenses. The following fees and charges are approved and shall be assessed and collected by the Business License Officer or the City Treasurer annually for Disproportionate Police, and Fire Calls for Services for Business Licenses:

Business Class	Police Calls per Business	Fire Calls per Business	Disproportionate Police Calls	Disproportionate Fire Calls	Disproportionate Cost per Business <small>Note 1</small>
AGRI-BUSINESS	0.00	0.00	0.00	0.00	\$0.00
ANIMAL/PET SERVICES	0.38	0.00	0.00	0.00	\$0.00
ASSISTED LIVING	4.00	0.00	3.42	0.00	\$381.82
AUTO PARTS/ACCESSORIES	2.00	0.00	1.42	0.00	\$158.30
AUTO REPAIR/BODY SHOP	1.00	0.00	0.42	0.00	\$46.53
AUTO SALES/USED CAR SALES	0.92	0.00	0.33	0.00	\$37.22
BANK/CREDIT UNION	1.50	0.00	0.92	0.00	\$102.42
CONSTRUCTION/LANDSCAPING	0.36	0.07	0.00	0.07	\$121.42
DENTAL SERVICES	0.00	0.00	0.00	0.00	\$0.00
ELECTRICAL SERVICES	0.00	0.00	0.00	0.00	\$0.00
ENTERTAINMENT	1.50	0.00	0.92	0.00	\$102.42
FARM IMPLEMENTS	1.88	0.00	1.29	0.00	\$144.33
FINANCIAL SERVICES& PROFESSIONAL OFFICES	0.13	0.00	0.00	0.00	\$0.00
FIREWORK STANDS	0.00	0.00	0.00	0.00	\$0.00
FUEL DISPENSING/AUTOBODY	4.50	0.00	3.92	0.00	\$437.70
FUEL DISPENSING/WHOLESALE OIL	2.50	0.00	1.92	0.00	\$214.18
GAS & CONVENIENCE STORES	59.50	0.00	58.92	0.00	\$575.09
GYM	0.17	0.00	0.00	0.00	\$0.00
HOME OCC	0.99	0.01	0.40	0.01	\$65.04
HOTEL/MOTEL	11.75	0.25	11.17	0.25	\$575.09
LAW OFFICES	0.00	0.00	0.00	0.00	\$0.00
MANUFACTURED HOMES- SALES/SERVICE	0.00	0.00	0.00	0.00	\$0.00
MANUFACTURING	4.64	0.07	4.06	0.07	\$575.09
MEDICAL/HOSPITAL	194.00	1.00	193.42	1.00	\$575.09
MEDICAL CLINICS	0.33	0.00	0.00	0.00	\$0.00
METAL FABRICATION	0.50	0.00	0.00	0.00	\$0.00
MISC	0.21	0.00	0.00	0.00	\$0.00
PHOTOGRAPHY SERVICES	0.00	0.00	0.00	0.00	\$0.00
PLUMBING	0.17	0.00	0.00	0.00	\$0.00
PRESCHOOL/DAYCARE	0.38	0.00	0.00	0.00	\$0.00
REAL ESTATE SERVICES	0.00	0.00	0.00	0.00	\$0.00
RESTAURANT/FAST FOOD	2.63	0.00	2.05	0.00	\$229.08

Business Class	Police Calls per Business	Fire Calls per Business	Disproportionate Police Calls	Disproportionate Fire Calls	Disproportionate Cost per Business <small>Note 1</small>
RETAIL A (All other retail not included elsewhere in this Chart)	1.00	0.00	0.42	0.00	\$46.53
RETAIL B (Drug Store; Convenience Store without Gas; Furniture & Appliance, Sales & Service; Home Furnishings; Lumber & Hardware; Retail Merchandise; Clothing Store)	1.56	0.00	0.98	0.00	\$109.40
RETAIL C (Grocery Stores)	4.75	0.00	4.17	0.00	\$465.65
SALON SERVICES	0.06	0.00	0.00	0.00	\$0.00
STORAGE BUILDINGS	0.42	0.00	0.00	0.00	\$0.00
TATTOO PARLORS	0.00	0.00	0.00	0.00	\$0.00
TITLE COMPANIES	2.00	0.00	1.42	0.00	\$158.30
TOWING/AUTO REPAIR	0.08	0.00	0.00	0.00	\$0.00
TRUCKING/HAULING	3.17	0.08	2.58	0.08	\$431.11
UTILITY COMPANIES	0.17	0.00	0.00	0.00	\$0.00
WHOLESALE OIL	0.00	0.00	0.00	0.00	\$0.00

Note 1: Disproportionate Police and Fire Calls for Services for Business Licenses shall be accessed annually with the Annual Renewal Business License Fee.

RESOLUTION NO. 25-43

A RESOLUTION OF TREMONTON CITY CORPORATION ADOPTING HIDDEN VALLEY DEVELOPMENT AGREEMENT.

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

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

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

WHEREAS, the Development Review Committee has approved the Hidden Valley Final Plat; and

WHEREAS, Section 2.04.045 of the City's Land Use Code requires a Development Agreement between the City and the Developer; and

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

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the Envision Estates Development Agreement, as attached in Exhibit "A" is approved.

Adopted and passed by the governing body of Tremonton City Corporation on this 3rd day of June, 2025.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT "A"

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

HIDDEN VALLEY SUBDIVISION SUBDIVISION DEVELOPMENT AGREEMENT

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 31 day of July, 2025, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and Mac Builders Inc., (hereinafter "Developer") the City or Developer may be referred to individually as "Party" or collectively as Parties:

RECITALS

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

BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2300 WEST STREET BEING LOCATED SOUTH 0°34'49" EAST 1321.82 FEET ALONG THE EAST LINE OF SAID SECTION AND NORTH 90°00'00" WEST 62.04 FEET FROM THE NORTHEAST CORNER OF SAID SECTION; RUNNING THENCE ALONG THE ARC OF A 412.48 FOOT RADIUS CURVE TO THE LEFT 174.03 FEET, HAVING A CENTRAL ANGLE OF 24°10'26" WITH A CHORD BEARING SOUTH 77°01'03" WEST 172.74 FEET; THENCE SOUTH 64°55'50" WEST 197.85 FEET; THENCE NORTH 25°04'10" WEST 13.46 FEET; THENCE SOUTH 80°11'00" WEST 134.84 FEET; THENCE ALONG THE ARC OF A 10.50 FOOT RADIUS CURVE TO THE LEFT 14.86 FEET, HAVING A CENTRAL ANGLE OF 81°04'44" WITH A CHORD BEARING SOUTH 39°38'38" WEST 13.65 FEET; THENCE SOUTH 0°53'45" EAST 100.01 FEET; THENCE NORTH 89°06'15" EAST 172.00 FEET TO THE WEST BOUNDARY LINE OF SAID ELM TREE PARK SUBDIVISION NO. 1; THENCE ALONG SAID WEST BOUNDARY SOUTH 0°53'12" EAST 561.87 FEET TO THE NORTH BOUNDARY LINE OF RIVER VALLEY SUBDIVISION PHASE 5; THENCE ALONG SAID NORTH BOUNDARY LINE OF RIVER VALLEY SUBDIVISION, PHASE 5 AND ITS PROJECTION SOUTH 89°22'03" WEST 589.11 FEET; THENCE NORTH 0°00'38" WEST 488.55 FEET; THENCE NORTH 00°00'40" WEST 378.97 FEET; THENCE NORTH 64°59'14" EAST 179.27 FEET; THENCE NORTH 64°56'50" EAST 52.47 FEET; THENCE SOUTH 00°00'40" EAST 255.51 FEET; THENCE NORTH 85°13'45" EAST 79.12 FEET; THENCE ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE LEFT 41.33 FEET, HAVING A CENTRAL ANGLE OF 05°02'17" WITH A CHORD BEARING NORTH 82°42'37" EAST 41.31 FEET; THENCE NORTH 80°11'28" EAST 139.62 FEET; THENCE ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE LEFT 125.73 FEET, HAVING A CENTRAL ANGLE OF 15°19'37" WITH A CHORD BEARING NORTH 72°31'40" EAST 125.35 FEET; THENCE NORTH 64°51'51" EAST 44.85 FEET; THENCE NORTH 64°56'06" EAST 82.74 FEET; THENCE ALONG THE ARC OF A 485.90 FOOT RADIUS CURVE TO THE RIGHT 205.02 FEET, HAVING A CENTRAL ANGLE OF 24°10'30" WITH A CHORD BEARING NORTH 77°01'00" EAST 203.50 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 0°53'51" EAST 73.47 FEET TO THE POINT OF BEGINNING. CONTAINING 469,808 SQUARE FEET OR 10.78 ACRES MORE OR LESS.

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

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

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

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

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

SECTION 1. GENERAL CONDITIONS

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

B. **Time Limitations for Improvements.** All water lines, sanitary sewer collection lines, storm sewer lines and facilities, streets, curbs, gutters, sidewalks, streetlights, and trails shall be installed as shown on the Final Plat, Construction Drawings and in full compliance with the standards and specifications of the City, at the time of approval of the Final Plat, subject to a one (1) year time limitation from the date of approval of the Final Plat, which is in compliance with Title II, Chapter 2.05 of the Tremonton City Land Use and Development Code. In the event that the Developer commences or performs any construction pursuant hereto after the passage of one (1) year from the date of approval of the Final Plat, the Developer shall resubmit the Final Plat and documentation supporting a new guaranty bond to the City Engineer for reexamination. Pursuant to UCA § 10-9a-603, the City may then require the Developer to comply with the approved standards and specifications of the City at the time of resubmission.

After one (1) year from the date of approval of the Final Plat, if any development improvements have not been completed, the City, at its sole discretion, may use the guaranty bond money to complete development improvements.

C. **Culinary Water and Sewer Treatment Capacity.** The City, which includes the Tremonton City Culinary Water Authority and Tremonton City Sanitary Sewer Authority, does not reserve or warrant water capacity or sewer treatment capacity until the issuance of a building permit. Recording of the Final Plat, execution of this Agreement, and/or recording of any lot within the Development does not constitute a reservation or warranty for water capacity and/or sewer treatment capacity.

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

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

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

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

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

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

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

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

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

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

arising entirely after the date of acceptance by the City of the public improvements constructed on the dedicated property, except to the extent that such circumstances are the result of the acts or omissions of the Developer. Said indemnification shall not extend to claims, actions, or other liability arising as a result of any hazardous substance, pollutant, or contaminant generated or deposited by the City, its agents or representatives, upon the property dedicated to the City in connection with this Development. The City agrees to give notice to the Developer that he must obtain a complete discharge of all City liability through such settlement. Failure of the City to give notice of any such claim to the Developer within ninety (90) days after the City of first receives a notice of such claim under the Utah Governmental Immunity Act for the same, shall cause this indemnity and hold harmless agreement by the Developer to not apply to such claim and such failure shall constitute a release of this indemnity and hold harmless agreement as to such claim.

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

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

SECTION 2. SPECIAL CONDITIONS

BEFORE RECORDING- DEVELOPER OBLIGATIONS

A. **Development Processing/Application Fees.** The Developer shall pay the development application review fees contained in the City's Consolidated Fee Schedule as follows prior to recording the plat:

1. Preliminary Plat Fee. A preliminary plat application fee of \$282, which is calculated as \$150 plus \$4.00 per lot.
2. Final Plat Fee. A final plat application fee of fee of \$1,570, which is calculated as \$250 plus \$40.00 per lot.
3. Construction Drawings. A construction drawing fee of (Calculated from the Engineer's Estimate) which is 1% of the estimated costs of the improvements.

4. **Water Share Transfer Fee.** A water share transfer fee of \$200, which is assessed by the Bear River Canal Company associated with the transferring of water shares dedicated by the Developer to the City for this Development.

B. Fee in Lieu Street Signs. The Developer shall pay a fee in lieu in the amount \$860 for two 3-way intersections of street signage prior to recording the plat.

C. Fee in Lieu Street Lights. The Developer shall pay a fee in lieu in the amount of \$17,500 for five (5) prior to recording the plat. The Developer shall be responsible for installing the conduit for the streetlights per Rocky Mountain Power's standards.

D. Fee in Lieu Chip Seal. The Developer shall pay a fee in lieu in the amount of \$27,600 for the chip sealing of 9,822 square yards of public street before recording the plat.

E. Bear River Water Canal Shares Associated with Development. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the Developer shall dedicate to Tremonton City 5.04 shares in the Bear River Canal Company prior to the recording of plat.

Bear River Canal Shares			
Lot Range (sf)	Shares Per Lot	Total Lots	Total Shares
4,000 to 6,000	0.08	0	0
6,001 to 8,000	0.10	0	0
8,001 to 10,000	0.13	22	2.86
10,001 to 12,000	0.16	3	0.48
12,001 to 14,000	0.19	1	0.19
14,001 to 16,000	0.22	3	0.66
16,001 to 18,000	0.25	1	0.25
18,001 to 20,000	0.29	0	0
20,000+	TBD	0	0
Open Space		0.6	0.6
Total Shares			5.04

F. Roll Back Taxes. In accordance with the Tremonton City Land Use Code 2.04.060 A 6, the Developer shall pay any rollback taxes prior to the recording of the plat.

G. Rocky Mountain Power Notification. In accordance with Tremonton City Ordinance No. 20-07, before the City approves any new subdivision and before the recordation of the plat, the City shall require the developer to obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the Developer, and associated rights of way depicted on the plat. The Developer shall mail a copy of the plat to Rocky Mountain Power:

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

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

Sylvan Stewart
OSP Senior Manager
Office: (801) 613-3871
ssewart@utopiafiber.com

James Miller
OSP Project Manager
Cell: (801) 389-8908
jmiller@utopiafiber.com

SECTION 3. AFTER RECORDING- DEVELOPER OBLIGATIONS

A. Construction Fencing. The Developer covenants to erect a construction fence after the completion of the dirt work and pouring of foundations, but before framing or any other phase of construction, which will generate considerable garbage. The construction fence is to mitigate construction debris from blowing into the Canal and plugging conduits.

B. Permanent Fencing. In accordance with Section 1.18.035 of the Tremonton City Land Use Code, the Developer is required to install fencing on any rear lot line that is adjacent to a canal, as specified as part of the subdivision improvements.

C. Field Drains. Field drains (open joint clay tile drains) cross this property and were installed for agricultural purposes. There is no one entity that claims ownership of these field drains. As required Section 2.06.025 of the Tremonton City Land Use Code through the development process, if encountered, the drains need to be rerouted to ensure continuity.

1. Number of Lots. As required by Section 2.06.075 Lots G. of the Tremonton City Land Use Code, only 30 lots allowed on a single access.

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

D. Storm Drain Basin. The City intends to construct a regional storm drain basin, referred to as Stokes Park & Storm Drain Basin; the planned location is on the south side of the intersection of 2650 West and BR Mountain Road.

Ultimately, this Development stormwater is planned to utilize this storm drain basin. While the City has acquired the property for this regional storm drain basin, the City has yet to construct this storm drain facility, and there is no date certain as to when this facility will be constructed. As such, the Developer is required, as a condition of receiving approval (i.e. an Exaction) for the Hidden Valley subdivision, to construct an on-site storm drain water retention basin, which is shown on Lots 11-13 on the plat, and to dedicated these lots and the improved storm drain basin, including water shares to irrigate the storm drain basin, to Tremonton City.

The City shall own and maintain Lots 11-13 as a subdivision storm drain retention basin (i.e. project improvement) for the Hidden Valley Subdivision, until all of the following have been completed: 1) the regional storm drain basin (now referred to as Stokes Park & Storm Drain Basin) is constructed with capacity for the Hidden Valley Subdivision storm water as solely determined by the City Engineer. 2) Storm water lines that connect the Hidden Valley Subdivision have sufficient line capacity to convey storm water generated from the Hidden Valley Development without the need for detention to the Stokes Park & Storm Drain Basin. Once the aforementioned conditions have been met, the Tremonton City Council shall consider disposing of the Lots 11-13.

In accordance with Utah Code 10-9a-508 (4) (a) if Tremonton City plans to dispose of surplus real property, specific to this Agreement, Lots 11-13, that were acquired as an Exaction, and the City has owned Lots 11-13 for less than 15 years, Tremonton City shall first offer to reconvey the property, without receiving additional consideration, to the Developer who granted the property to the municipality. Thereafter, Developer shall have ninety (90) days to accept or reject Tremonton City's offer to have Lots 11-13 reconveyed to them. If Developer declines to accept Tremonton City's offer to reconvey Lots 11-13, then Tremonton City may offer Lots 11-13 for sale. Nothing contained herein shall require Tremonton City to dispose of Lots 11-13, such disposition shall occur only if the City decides to dispose of the Lots 11-13 in accordance with Utah Code 10-9a-508 (4) (a).

E. Vacation of Utility Easement. All utilities to be relocated shall be complete and operational prior to the proposed vacation of an existing utility easement. Following inspection and approval by City Officials and any other utility providers, proposed easement for removal may be vacated.

SECTION 4. MISCELLANEOUS

A. **Construction Site Safety.** The Developer agrees to provide and install, at its expense, adequate barricades, flaggers, warning signs, and similar safety devices at all construction sites within the public right-of-way and/or other areas as deemed necessary by the City Engineer, City Public Works Department, and Traffic Engineer in accordance with any and all Federal Regulations, the City's Policies and Procedures, Utah Department of Transportation Requirements, OHSA, and Manual of Uniform Traffic Control Devices ("MUTCD") and shall not remove said safety devices until the construction has been completed.

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

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

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

E. Consequences of Developer non-compliance with Final Plat and the Agreement. The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, for such improvements or obligations that may be shown on the Final Plat and Construction Drawings, or required within this Agreement or any document executed in the future that are required by the City for amending the Development's Final Plat, Construction Drawings, or this Agreement.

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

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

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

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

I. Covenants Run with the Land. This Agreement shall run with the Property, including any subsequent, approved amendments to the Final Plat of all or a portion of the Property. This Agreement shall also be binding upon and inure to the benefit of the Parties hereto, their respective personal representatives, heirs, successors, grantees, and assigns. It is

agreed that all improvements required pursuant to this Agreement touch and concern the Property regardless of whether such improvements are located on the Property. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of the Developer's legal or equitable interest in the Property, as well as any assignment of the Developer's rights to develop the Property under the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

With a copy to: Daines & Jenkins, LLP
108 North Main Street
Logan, UT 84321

If to the Developer: Mike Alvord / Mac Builders Inc.
735 W 2400 S.
St. George 84075

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

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

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

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

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

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

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

T. **Recording.** The City and Developer/Owner are authorized to record or file any notices or instruments with the Box Elder County Recorder's Office appropriate to assuring the perpetual enforceability of the Agreement, and the Developer/Owner agrees to execute any such instruments upon reasonable request.

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

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

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

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

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

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

THE CITY OF TREMONTON, UTAH

By: _____
Mayor, Tremonton City

ATTEST:

City Recorder

APPROVED AS TO CONTENT:

City Engineer

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

By: Mac Builders

Print Name: _____

OWNER:

By: 

Print Name: Michael Almad

Developer/Owner Acknowledgment

State of Utah)

§

County of _____)

On this ____ day of _____, in the year 20____, before me _____
a notary public, personally appeared _____,
and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to
this instrument, and acknowledge executing the same.

Notary Public

State of Utah)
County of _____) §

On this _____ day of _____, in the year 20____, before me _____
a notary public, personally appeared _____,
and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to
this instrument, and acknowledge executing the same.

Notary Public

EXHIBIT "A"

CONSTRUCTION/IMPROVEMENT GUARANTEE:

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

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

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

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

MAINTENANCE GUARANTEE:

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

REPAIR GUARANTEE:

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

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

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

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

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



Initial Escrow Estimate

July 11, 2025

Mr. Jeff Seedall
Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

RE: Hidden Valley Subdivision

Jeff,

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

Much of the work has already been completed and that is reflected in the "Work Completed this Period" column. I am holding percentages for testing that has not been completed. The recommended escrow amounts are as follows.

Description	Estimated Cost of Improvements	Previous Amount Released	Work Completed this Period	Current Amount Req'd in Escrow
Culinary Water System	\$246,288.20	\$0.00	\$188,980.56	\$57,307.64
Sanitary Sewer System	\$187,325.80	\$0.00	\$141,860.64	\$45,465.16
Storm Drain System	\$194,675.00	\$0.00	\$169,557.50	\$25,117.50
Irrigation System	\$195,671.36	\$0.00	\$146,637.09	\$49,034.27
Landscaping	\$20,000.00	\$0.00	\$0.00	\$20,000.00
Streets	\$556,417.00	\$0.00	\$544,842.00	\$11,575.00
Sidewalk	\$116,575.00	\$0.00	\$0.00	\$116,575.00
Miscellaneous Items	\$11,600.00	\$0.00	\$7,500.00	\$4,100.00
10% Contingency	\$152,855.24	\$0.00	\$0.00	\$152,855.24
Totals	\$1,681,407.60	\$0.00	\$1,199,377.79	\$482,029.81

<u>Prepaid Items</u>	
Chip Seal and Fog Coat (\$2.81/sy)	\$27,599.82
Street Lights (\$3,500/ea)	\$17,500.00
Signage	\$1,720.00
Totals	\$46,819.82

<u>Water Shares Required</u>	
BRCC Water Shares	5.04 shares

Sincerely,

Chris Breinholt, P.E.
Jones & Associates Engineering

Estimated Cost of Improvements					Completed Items	
Item	Units		Unit Price	Total	Released Amount	Remaining Amount
CULINARY WATER SYSTEM						
8" water pipe, fittings, pipe bedding, etc.	2,120	lf	\$60.06	\$127,327.20	\$127,327.20	\$0.00
6" Water Pipe, fitting, Pipe bedding etc.	60	lf	\$46.85	\$2,811.00	\$2,811.00	\$0.00
8" Gate Valve	9	ea	\$1,850.00	\$16,650.00	\$16,650.00	\$0.00
Connect to existing water line	1	ea	\$4,350.00	\$4,350.00	\$4,350.00	\$0.00
Fire hydrant w/ acc. valve	4	ea	\$8,650.00	\$34,600.00	\$34,600.00	\$0.00
Service laterals	30	ea	\$1,750.00	\$52,500.00	\$52,500.00	\$0.00
Valve collars	13	ea	\$500.00	\$6,500.00	\$0.00	\$6,500.00
Blowoff (Temporary)	1	ea	\$1,550.00	\$1,550.00	\$0.00	\$1,550.00
20% deducted from release for incomplete testing				\$0.00	-\$49,257.64	\$49,257.64
CULINARY WATER SYSTEM SUBTOTAL =				\$246,288.20	\$188,980.56	\$57,307.64
SANITARY SEWER SYSTEM						
8" sewer line. Includes pipe bedding	1,364	lf	\$58.45	\$79,725.80	\$79,725.80	\$0.00
5' diameter manhole	5	ea	\$7,850.00	\$39,250.00	\$39,250.00	\$0.00
4' diameter manhole	1	ea	\$6,350.00	\$6,350.00	\$6,350.00	\$0.00
4" service lateral	30	ea	\$1,750.00	\$52,500.00	\$52,500.00	\$0.00
Connect to existing sewer manhole	1	ea	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
Clean and camera	1	ls	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
Manhole collars	6	ea	\$1,000.00	\$6,000.00	\$0.00	\$6,000.00
20% deduction from release for incomplete testing				\$0.00	-\$37,465.16	\$37,465.16
SANITARY SEWER SYSTEMS SUBTOTAL =				\$187,325.80	\$141,860.64	\$45,465.16
STORM DRAIN SYSTEM						
15" SD pipe	1,980	lf	\$52.50	\$103,950.00	\$103,950.00	\$0.00
Single catch basin	13	ea	\$3,500.00	\$45,500.00	\$45,500.00	\$0.00
SD Manholes	5	ea	\$6,525.00	\$32,625.00	\$32,625.00	\$0.00
Flared End Section	1	ea	\$650.00	\$650.00	\$0.00	\$650.00
Detention pond outlet control structure	1	ea	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
Detention pond grading	1	LS	\$6,950.00	\$6,950.00	\$6,950.00	\$0.00
10% deducted from release for grouting				\$0.00	-\$19,467.50	\$19,467.50
STORM DRAIN SYSTEM SUBTOTAL =				\$194,675.00	\$169,557.50	\$25,117.50
SECONDARY WATER SYSTEM						
6" PVC pipe, fittings, pipe bedding, etc.	962	lf	\$45.28	\$43,559.36	\$43,559.36	\$0.00
8" PVC pipe, fittings, pipe bedding, etc	1,060	ea	\$65.20	\$69,112.00	\$69,112.00	\$0.00
Gate Valve	12	cy	\$1,950.00	\$23,400.00	\$19,500.00	\$3,900.00
Double service lateral	12	ea	\$2,250.00	\$27,000.00	\$27,000.00	\$0.00
Single service lateral	6	ea	\$1,850.00	\$11,100.00	\$11,100.00	\$0.00
Construct drain station	2	ea	\$3,500.00	\$7,000.00	\$7,000.00	\$0.00
Connect to existing	2	ea	\$4,250.00	\$8,500.00	\$8,500.00	\$0.00
Valve collars	12	ea	\$500.00	\$6,000.00	\$0.00	\$6,000.00
20% deducted from release for incomplete testing				\$0.00	-\$39,134.27	\$39,134.27
SECONDARY WATER SYSTEM SUBTOTAL =				\$195,671.36	\$146,637.09	\$49,034.27

LANDSCAPING						
	1	LS	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
Detention pond and park strip landscaping						
LANDSCAPING SUBTOTAL=				\$20,000.00	\$0.00	\$20,000.00
STREET IMPROVEMENTS						
Excavation to subgrade	7,452	cy	\$6.50	\$48,438.00	\$48,438.00	\$0.00
granular pitrun sub-base	7,540	tons	\$15.50	\$116,870.00	\$116,870.00	\$0.00
Road base	98,600	sf	\$1.19	\$117,334.00	\$117,334.00	\$0.00
Std. 30" curb and gutter	4,363	lf	\$25.00	\$109,075.00	\$107,500.00	\$1,575.00
3" thick asphalt surface	88,400	sf	\$1.75	\$154,700.00	\$154,700.00	\$0.00
Construct paved tempoary turn-around	1	ea	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
STREET IMPROVEMENTS SUBTOTAL =				\$556,417.00	\$544,842.00	\$11,575.00
SIDEWALK						
4' Sidewalk w/ Base	4,363	lf	\$25.00	\$109,075.00	\$0.00	\$109,075.00
Handicap Ramps	6	ea	\$1,250.00	\$7,500.00	\$0.00	\$7,500.00
SIDEWALKS SUBTOTAL =				\$116,575.00	\$0.00	\$116,575.00
MISCELLANEOUS						
Survey street monuments	3	ea	\$700.00	\$2,100.00	\$0.00	\$2,100.00
Traffic control	1	LS	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00
Redline construction plans	1	LS	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
SWPPP implementation	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
SWPPP maintenance	1	LS	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
MISC. SUBTOTAL =				\$11,600.00	\$7,500.00	\$4,100.00
Estimated Improvement Cost =				\$1,528,552.36		
10% Contingency and Guarantee				\$152,855.24		
TOTAL ESCROW AMOUNT				\$1,681,407.60		

PREPAID ITEMS			
Chip and Seal	9822	sy	\$2.81 \$27,599.82
Light Poles	5	ea	\$3,500.00 \$17,500.00
Signage:			
- Tee / 90° Intersection	4	ea	\$430.00 \$1,720.00
- Cross Intersection		ea	\$605.00 \$0.00
- Flag Lot Address Signs		ea	\$430.00 \$0.00
Prepaid Item Total			\$46,819.82

WATER SHARE SUMMARY			
	Lots	Shares per Lot	Shares per Lot Size
6,000 TO 8,000		0.10	0 shares
8,001 to 10,000	22	0.13	2.86 shares
10,001 to 12,000	3	0.16	0.48 shares
12,001 to 14,000	1	0.19	0.19 shares
14,001 to 16,000	3	0.22	0.66 shares
16,001 to 18,000	1	0.25	0.25 shares
18,001 to 20,000		0.29	0 shares
>20,000		TBD	0 shares
Retention pond			0.6 shares
Total Shares Required			5.04 Total Shares

EXHIBIT "C" PLAT MAP

LOCATED IN THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN,
BOX ELDER COUNTY, UTAH
MARCH 2024

	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500
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RESOLUTION NO. 25-44

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN TREMONTON CITY AND VCBO FOR ARCHITECTURAL SERVICES FOR PHASE 1 OF THE SPORTS COMPLEX

WHEREAS, Tremonton City Council approved the concept plans for a Sports Complex site on 2000 West; and

WHEREAS, Tremonton City has approximately 20 acres of undeveloped land that can be utilized for this purpose; and

WHEREAS, Tremonton City desires to enter into a contract with VCBO for their professional services in economically designing the Sports Complex and the site.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby approves a Professional Services Agreement between Tremonton City and Les Olsen for Information Technology services as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 2nd day of January, 2024.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

VCBO

Bill Cobabe
Tremonton City Corporation
102 South Tremont Street
Tremonton, UT 84337

Re: Tremonton City
Sports Complex

June 19, 2025

Dear Bill:

VCBO is pleased to offer you this proposal for the Tremonton Sports Complex. We are excited to work with you and are confident that with our experience, our team will provide you with an innovative and functional design for your project. Based on our understanding of the project, a detailed scope of work and associated fee is set forth below.

Scope of Work:

VCBO will provide services for this project in two phases as follows:

Phase I – Conceptual Programming and Design:

VCBO will provide conceptual programming and design services for an indoor/outdoor sports complex located in Tremonton City. Standard Programming Services Include:

Site Analysis

- Master plan analysis
- Fire exiting
- Fire and emergency apparatus access
- Pedestrian circulation patterns
- Vehicular circulation patterns
- Parking access and analysis of parking capacities
- ADA access
- Future landscape considerations

Existing Utility and Infrastructure Evaluation

- Culinary Water
- Irrigation systems
- Fire – water flow analysis
- Natural gas
- Sanitary Sewer
- Power capacity
- Data and voice
- Storm drainage systems
- Storm water retention

Facility Analysis

- Summary of spaces
- Individual space list
- Size of space required
- Function and use of space
- Fixtures required
- Equipment required-not fixed

Architecture

524 South 600 East
Salt Lake City, UT 84102

20 North Main Street, Suite 103
St. George, UT 84770

VCBO.COM
+ 1 801 575 8800

Project Development Requirements

- Cost estimate-construction (including any demolition)
- Cost estimate for project soft costs including FF&E
- A project schedule including: design, construction
- Conceptual designs
- Phasing studies

As an additional service under the project development, VCBO can provide an Economic Impact Study to understand the associated expense of the project. This would be an additional expense to the architectural proposed fee.

Phase II – Design and Construction Administration Services:

VCBO, and its consultants, will provide design and construction administration services including:

Schematic Design Phase

Our team of Architects, Engineers and Interior Designers will create, with input from the Owner, plan documents for a conceptual site plan, floor plans, building elevations, building sections, and prepare initial building code analysis. We will provide a building system narrative for the engineering team to begin work and assist with a budget analysis

Design Development Phase

Our team of Architects, Engineers & Interior Designers will implement Owner requested design changes and provide the necessary detail for a design development set of documents. We will coordinate with the owner and any owner provided consultants. We will meet with the local AHJ and coordinate any necessary requirements with the Owner, we will prepare color and materials boards and have meetings with the Owner on a regular basis. Assuming a general contractor has been selected, we will work with the GC to provide the Owner cost information.

Services provided:

- Architecture
- Interior Design
- Structural Engineering
- MEP Engineering
- Fire Suppression Engineering
- Civil Engineering
- Landscape

Construction Documents Phase

Develop a comprehensive set of technical documents that will be used for bidding and construction purposes. We will coordinate required permitting with the local AHJ and county Health Department.

Services provided:

- Architecture
- Interior Design
- Structural Engineering
- MEP Engineering

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- Fire Suppression Engineering

Bidding & Construction Administration

Our services during bidding and construction administration phases would include assistance to Tremonton City in securing a qualified bid for the project, as the project moves into construction, we will review shop drawings and submittals, respond to contractor RFI's, review contractor payment applications, perform regular on-site observations. Our team will plan for Eighteen (18) site visits during construction and will participate in regular OAC meetings with the contractor and Owner both on site and virtually. Once complete our team will perform a project closeout punch list.

Phase II services assumes a 6% cost of construction fee.

Core Project Team:

Architect:	VCBO Architecture
Structural Engineer:	TBD
Mechanical Engineer:	TBD
Electrical Engineer:	TBD
Civil Engineer:	TBD
Aquatic Engineer:	TBD
Landscape Design:	TBD

Owner Responsibility:

Environmental Analysis
Asbestos abatement
Commissioning (including envelope consulting and building commissioning)
Environmental Assessment & Mediation
Energy Model
Make available to the Architect, and/or its consultants, full access of facilities and resources associated with the project

Fee:

Phase I Fee (Lump Sum):	\$45,000.00
Phase II Fee (6% of Construction Cost of \$TBD):	<u>TBD</u>
Total Fee:	\$45,000.00

Reimbursables:

Reimbursable expenses including travel, printing, copying and shipping expenses will be billed at cost plus 15%.

Additional Services:

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Substantial changes to the anticipated scope of work described above, or major revisions to the project after acceptance of schematic design or design development drawings, shall be considered a change in the scope of work and will be subject to additional fees either using hourly rates below or a written negotiated fee, including any adjustment to the project schedule as needed to accommodate any additional scope of work.

Hourly Rates:

Principal	\$245/hr
Project Manager	\$175/hr
Interior Designer	\$150/hr
Project Coordinator	\$135/hr
BIM Technician/Designer	\$100/hr
Graphic Design	\$150/hr
Project Assistant	\$ 65/hr

Exclusions:

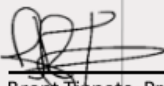
- No permanent on-site presence of architectural staff during the construction phase of the project.
- No specialty engineering services such as asbestos abatement, commissioning (i.e. air pressure testing and other special services), have been included in this fee proposal.
- The project will be developed using the latest BIM integrated modeling software, and will be produced using a BIM LOD 300 level of development. Specifications will not be integrated into the model.
- The procurement of all permits and payment of all associated fees for the project are the responsibility of the Owner.

Project Invoicing of Services Rendered:

Invoices will be prepared and submitted monthly for services rendered. Payments are due within 30 days of receipt. Past due invoices will be subject to interest of 8% per annum. In the event all or any portion of an invoice remains outstanding 90 days after receipt of invoice, any services remaining for the project by Architect and Engineers will stop and Client shall pay the cost of collections on the outstanding invoice, including reasonable attorney's fees.

Acceptance:

Should you have any questions regarding our proposal referenced above, please do not hesitate to contact me. If this proposal meets with your approval, please sign and return it to our office. When accepted, this proposal will serve as a mutual commitment between VCBO Architecture and Tremonton City Corporation for the above outlined services and fees. Work will commence upon receipt of the signed agreement.

By: 
Brent Toppets, Principal
VCBO Architecture

APPROVED:

By: _____

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Bill Cobabe
Tremonton City Corporation

Date

RESOLUTION NO. 25-45

A RESOLUTION APPROVING AN AGING SERVICES CONTRACT FOR THE FISCAL YEAR 2026 BETWEEN BEAR RIVER ASSOCIATION OF GOVERNMENTS' AREA AGENCY ON AGING AND TREMONTON CITY

WHEREAS, the Bear River Valley Senior Center provides services and programs for Bear River Valley Residents over 60 years of age that help them stay physically, mentally, and socially strong and to age at their current residence; and

WHEREAS, these senior services and programs include congregate meals, home delivered Meals, weekly educational activities including health, education, nutritional, financial, special recreational and entertainment events; and

WHEREAS, more specifically, the Bear River Valley Senior Center provides a congregate meal on weekdays where Seniors can get together to share a meal and enjoy conversation, friendship; and

WHEREAS, the Bear River Valley Senior Center provides home-delivered meals on weekdays for individuals that are experiencing mental or health issues (recovering from a severe illness or injury) or homebound and otherwise not mobile; and

WHEREAS, the congregate meals and home-delivered meals comply with the Dietary Guidelines for Americans released in May 2000 by the U.S. Dept of Health and Human Services and the U.S. Department of Agriculture, and provide each senior that participates with a meal prepared with Required Daily Allowance; and

WHEREAS, the Bear River Valley Senior Center provides roundtrip transportation from the curb of their residence to the curb of the Senior Center for seniors that are generally non-driving but otherwise mobile; and

WHEREAS, the Bear River Valley Senior Center provides the programs that are required by the Older Americans Act necessary to receive Federal and State funds to assist in providing the aforementioned aging services; and

WHEREAS, Utah Code requires that counties establish an Area Agency on Aging to assist in providing aging services and to disperse state and federal funds to local governments that operate Senior Centers; and

WHEREAS, Box Elder County has designated the Bear River Association of Government as the Area Agency on Aging; and

WHEREAS, Tremonton City, the owner and operator of the Bear River Valley Senior Center located 510 W 1000 North, Tremonton, Utah, receives funds from the federal and state

government to offset the operational expense of these programs by entering into a contract with the Bear River Association of Governments' Area Agency on Aging.

NOW, BE IT RESOLVED that the Tremonton City Council of Tremonton, Utah, hereby approves the Aging Services Contract for the Fiscal Year 2026 between Bear River Association of Governments' Area Agency on Aging and Tremonton City as contained in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 26th day of August 2025.

TREMONTON CITY
A Utah Municipal Corporation

By: Lyle Holmgren, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A” –AGING SERVICES CONTRACT FOR THE FISCAL YEAR 2026



Bear River Association of Governments

Box Elder County | Cache County | Rich County

170 N Main, Logan Utah 84321 • 35 E 100 S, Brigham City, UT 84302

Phone: 435.752.7242 • Fax: 435.752.6962 • Web: www.brag.utah.gov

AGING SERVICES CONTRACT FY26

PART 1: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

CONTRACTING PARTIES: This agreement is between the **BEAR RIVER ASSOCIATION OF GOVERNMENTS' AREA AGENCY ON AGING**, 170 N. MAIN, LOGAN, UT hereinafter referred to as **BRAG** and **TREMONTON CITY** for **BEAR RIVER VALLEY SENIOR CENTER**, 510 West 1000 North Tremonton, UT. 84337, hereinafter referred to as **CONTRACTOR**.

1. **PURPOSE OF CONTRACT:** The purpose of this contract is to provide an array of in-home and out-of-home services which will allow functionally disabled senior citizens to remain in their place of residence.

Facilitate the use of volunteers.

Parts II and III of this Contract describe in more detail the services and activities the **CONTRACTOR** shall provide under this Contract. The **CONTRACTOR** shall use the funds paid by **BRAG** under this Contract only for the purposes specified in this section and in Parts II and III. The **CONTRACTOR** represents that it has the financial, managerial, and institutional capacity to fully comply with the requirements of this Contract.

2. **CONTRACT PERIOD:** Effective **July 1, 2025** and terminates **June 30, 2026** unless terminated sooner or extended, in accordance with terms and conditions of this contract.

3. **TYPE OF CONTRACTOR:**

- a. **CONTRACTOR Is A Subrecipient.** The **CONTRACTOR** is a governmental entity and is a “Subrecipient.” The term “subrecipient” refers to a non-federal governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible clients, and that receives federal and/or state funds from **BRAG** or another entity which serves as a “recipient” and “pass-through entity” for such funding. If the **CONTRACTOR** operates its own program of services for eligible clients, the **CONTRACTOR** shall comply with the financial record-keeping and reporting requirements that apply to federally funded subrecipients, even if this Contract is funded solely by *State* funds.
- b. **Local Agency’s Subcontractors.** The Local Agency may subcontract this Contract only as provided in Part I, Section E of this Contract.

4. **TYPE OF CONTRACT:**

- a. **This Contract is a "Cost Reimbursement" Contract.** BRAG's payment to the CONTRACTOR is based on supporting documentation from CONTRACTOR showing that the service costs were necessary, reasonable, and actually incurred by the CONTRACTOR in providing the services required by this Contract. The CONTRACTOR shall bill BRAG only for actual costs allowable under federal and DHS cost principles and shall maintain records that adequately support such costs.
- b. **Billing Procedures and Cost Principles.** See Part IV of this Contract ("Contract Costs, Billing and Payment Information") for additional provisions about billings, and Part V ("Cost Accounting Principles and Financial Reporting") for applicable cost principles.

5. **CONTRACT COSTS AND PAYMENT:** The CONTRACTOR shall be reimbursed by BRAG not more than **\$106,505.44** for services provided in accordance with the terms and conditions of this contract. Payment is based on supporting documentation from the CONTRACTOR showing that the service costs were necessary, reasonable and actually incurred by the CONTRACTOR in providing the services required by this Contract. See Part IV ("Contract Cost, Billing and Payment Information") for additional budgeting provisions. The CONTRACTOR shall bill BRAG only for actual costs allowable under federal and DHS cost principles, and the CONTRACTOR shall maintain records that adequately support such costs.

6. **FUNDING SOURCES AND FUNDING REDUCTIONS:**

- a. **Funding Sources.** The funds for this Contract are provided as follows:

CFDA#	FEDERAL OR STATE FUNDING SOURCE	AMOUNT
N/A	State Home Delivered Meals	15,905.00
N/A	One Time State Home Delivered Meals	10,521.00
N/A	State Nutrition C-1	2,074.00
N/A	State Nutrition C-2	2,074.00
N/A	State Services	7,140.00
93.044	Title IIIB	10,742.00
93.045	Title IIIC-1	13,115.00
93.053	Title IIIC-1 CIC	4,848.72
93.045	Title IIIC-2	31,997.00
93.053	Title IIIC-2 CIH	4,848.72
93.043	Title IIID	3,240.00
	TOTAL	\$106,505.44

With regard to the information provided in the table above, the parties acknowledge that the funding from any given funding source for the contract period may vary based on a number of factors, including the specific services purchased from the CONTRACTOR, the frequency with which the CONTRACTOR provides the services, and the eligibility of the clients served by the CONTRACTOR.

- b. **REDUCTION OF FUNDS IN CONTRACTS WITH A FIXED-AMOUNT TYPE OF CONTRACT PAYMENT:** If an order or action by the Legislature or the Governor, or a federal or state law reduces the amount of funding to BRAG, BRAG may terminate this Contract or may proportionately reduce the services required by this Contract and the amount to be paid by BRAG to the CONTRACTOR for such services. In addition, if the CONTRACTOR defaults in any manner in the performance of any obligation under this Contract, or if BRAG determines that the CONTRACTOR is significantly underutilizing funds, BRAG, may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or underutilization of funds. BRAG shall give the CONTRACTOR thirty (30) days' notice of any such reduction or termination. Notwithstanding the foregoing, BRAG shall reimburse the CONTRACTOR in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction or termination.

This is a "Fixed Amount" Contract, and if BRAG reduces the payments under this contract, the CONTRACTOR may make a proportionate reduction in the amount of services performed or in the number of clients served under this contract. Before implementing any such reductions in services or client numbers, however, the CONTRACTOR shall notify BRAG in writing no less than thirty (30) working days after receiving BRAG's notice of reduction or termination.

7. **COMPLIANCE WITH PROCUREMENT REQUIREMENTS:** The CONTRACTOR is a governmental agency, and this Contract is therefore exempt from the bidding process.
8. **METHODS AND SOURCE OF PAYMENTS TO THE CONTRACTOR:** To obtain payment for the services provided under this Contract, the CONTRACTOR shall submit to BRAG, on a monthly basis, an itemized billing for its authorized services on the appropriate billing form supplied by BRAG, together with supporting documentation. BRAG shall then reimburse the CONTRACTOR by a warrant drawn against the State of Utah. The CONTRACTOR shall bill BRAG only actual costs allowable under the federal and DHS cost principles referred to in Part V ("Cost Accounting Principles and Financial Reporting"), and the CONTRACTOR shall maintain records that adequately support the allowability of these costs.
9. **BILLING DEADLINES:** The CONTRACTOR shall submit all billings and claims for services rendered during a given billing period within ten (10) days after the last date of that billing period. All final billings under the contract must be received within ten (10) days of termination of the contract, regardless of the billing period. If the CONTRACTOR fails to meet these deadlines, BRAG may deny payment for such delayed billings or claims for services.

The BRAG fiscal year is from July 1st through June 30th. The CONTRACTOR shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 8th of the following fiscal year, regardless of the termination date of the contract. BRAG may delay or deny payment for services performed in a given fiscal year if it receives the CONTRACTOR's billing for those services later than July 8th of the following fiscal year.

10. **MATCHING FUNDS:** The CONTRACTOR shall provide match of at least **\$18,281.00** in cash funds to match required Federal and/or State Funding.

11. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:** This Contract incorporates the following documents by reference:

- a. All documents specified in this Contract and its attachments;
- b. All statutes, regulations, or governmental policies that apply to the CONTRACTOR or to the services performed under this Contract, including any applicable laws relating to fair labor standards, the safety of the CONTRACTOR's employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership, and any laws mentioned in Part I, Section C of the Contract ("CONTRACTOR's Compliance with Applicable Laws") or in the attachments to this Contract. The CONTRACTOR acknowledges that it is responsible for familiarizing itself with these laws and complying with them.
- c. The Approved Area Plan submitted by the Bear River Area Agency on Aging for the upcoming Fiscal Year and any attachments to that Area Plan. Copies of the Area Plan and the attachments may be obtained from BRAG by contacting Angela Hauptman 435-713-1466.

IN WITNESS WHEREFORE, the parties sign and cause this contract to be effective July 1, 2025 to be executed.

PROVIDER/CONTRACTOR

BEAR RIVER ASSOCIATION OF
GOVERNMENTS

Lyle Holmgren, Mayor Date
Tremonton City

Authorized Signature Date
Bear River Association of Governments

PART II FY26

SCOPE OF WORK AND SPECIAL CONDITIONS

DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED UNDER THIS CONTRACT.

1. **POPULATION TO BE SERVED:**

OLDER AMERICANS ACT PROGRAMS: Individuals 60 years of age and older (including spouse of any age) with social and or economic need, targeting low income minorities.

UNITED STATES DEPARTMENT OF AGRICULTURE CASH-IN-LIEU:
Individuals 60 years of age and older (including spouse of any age).

BRAG IN-HOME SERVICES CLIENTS: Individuals currently receiving services through the Aging Medicaid Waiver program, Alternatives program, or Caregiver Support program as authorized by a BRAG case manager.

2. **TREATMENT OF SERVICE REQUIREMENTS:**

The CONTRACTOR shall provide personal assistance, standby assistance, supervision or cues for individuals having difficulties with one or more of the following activities of daily living:

- a. Transportation for an individual who requires help in going from one location to another, using a vehicle.
- b. Promote better health by providing accurate and culturally sensitive nutrition and physical fitness programs.

The CONTRACTOR shall also provide:

- a. A meal at a nutrition site, senior center or other congregate setting that complies with the Dietary Guidelines for Americans.
- b. A meal which complies with the Dietary Guidelines for Americans at the individual's place of residence

3. **CONTRACTOR'S QUALIFICATIONS:** The CONTRACTOR shall establish and maintain (either directly or by contract) programs licensed under Utah Code Annotated Title 62A, Chapter 2, "Licensure of Programs and Facilities." All programs shall comply with Utah Administrative Code Rule R501, "Administration, Administrative Services, Licensing."

4. **DOCUMENTATION REQUIREMENTS:** On a monthly basis, the CONTRACTOR shall provide Outcome System Data Information and Information System Data (NAPIS) through the current reporting system. The Contractor shall also cooperate with any BRAG/DAAS requests for special studies or research requested.

The CONTRACTOR shall maintain a record consisting of the individual's name, services provided, and any other services information pertaining to the individual.

5. MINIMUM PERCENTAGE: The CONTRACTOR will assure that the required minimum percentage of eight percent (8%) of Title IIIB and State Service funds will be expended for the delivery of access services (transportation, outreach, and information referral). The CONTRACTOR may apply for a waiver of the expenditure of the required minimum percentage for the service specified above. If the CONTRACTOR does not expend the required minimum percentage by the end of the Fiscal Year, these unexpended funds will be reallocated to the agencies who did meet the expenditure level. These funds will be distributed in the next fiscal year, utilizing the funding formula and must be expended in the category they were originally designed.

6. PERFORMANCE OBJECTIVES:

The primary objective of programs operated by the CONTRACTOR, supplemented with funds provided by BRAG and DHS/DAAS, is to maintain an environment in which a senior may remain independent and enhance their quality of life.

During the current Fiscal Year this objective will be met, in part by:

Providing meals to 350 seniors in a congregate setting or through pick-up meals.

Providing home delivered meals to 180 eligible seniors.

Providing transportation to 15 seniors in service area.

Providing an array of activities at the senior center, including education, recreation and health promotion.

Recruiting and maintaining volunteers.

Participate in an active Advisory Council.

Implementing corrections identified in the most recently completed monitoring visit.

**PART III FY26
PERFORMANCE MEASURES AND CLIENT OUTCOMES**

The CONTRACTOR shall comply with the following objective based performance requirements:

1. **CLIENT CENTERED OBJECTIVES:** If a program or service covered by this Contract requires a client assessment, a plan must be developed to address the assessed needs of the client and include reasonable measures to evaluate whether the client's assessed needs are met.
2. **INTERNAL QUALITY MANAGEMENT:** The CONTRACTOR is responsible to develop, implement, and maintain an internal quality management system that shall evaluate the CONTRACTOR'S programs identified in Part II of this Contract, and establish a system of self-correcting feedback that may be externally validated by BRAG.
3. **CUSTOMER OR CLIENT SATISFACTION SURVEYS:** The CONTRACTOR is responsible to conduct no less than semi-annual client satisfaction surveys for participants of programs identified in Part II and provide that information to BRAG upon request. Additionally, participants who have removed themselves from services will receive a confidential written client satisfaction survey at the time of discharge to evaluate services received.

The CONTRACTOR understands that BRAG is committed to providing client-oriented services and that BRAG and DAAS often conduct client-satisfaction surveys to ensure that services are appropriate for the clients served. The CONTRACTOR and/or its subcontractor therefore agree to cooperate with all BRAG and DHS-initiated client or customer feedback activities.

PART IV FY26

CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**

a. Billing Name and Address of CONTRACTOR:

Bear River Valley Senior Center
510 West 1000 North
Tremonton, UT 84337

b. Telephone number: (435) 257-9455

c. Service delivery area where the services will be provided: Northern Box Elder County

d. Name and address of the entity or individual preparing Contractor's audit report or Financial statement:

Tremonton City Corporation
102 South Tremont
Tremonton, UT 84337

2. **THIS CONTRACT IS A "COST REIMBURSEMENT" CONTRACT:** BRAG's payment to the CONTRACTOR is based on supporting documentation from CONTRACTOR showing that the service costs were necessary, reasonable, and actually incurred by the CONTRACTOR in providing the services required by this Contract.

3. **METHOD AND SOURCE OF PAYMENTS TO THE CONTRACTOR:** To obtain payment for the services provided under this Contract, the CONTRACTOR shall submit to BRAG, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation required by the appropriate billing form supplied by BRAG. BRAG shall then reimburse the CONTRACTOR by a warrant drawn against DHS or the State of Utah. The CONTRACTOR shall bill BRAG only for actual costs allowable under the federal and DHS cost principles referred to in Part V ("Cost Accounting Principles and Financial Reporting"), and the CONTRACTOR shall maintain records that adequately support the allowability of these costs.

4. **UNIFORM BILLING PRACTICES:** CONTRACTOR guarantees that the amounts it charges for services to clients under this Contract shall not be higher than the amounts the CONTRACTOR charges others for comparable services.

5. **BILLING DEADLINES:** The CONTRACTOR shall submit all billings and claims for services rendered during a given billing period within ten (10) days after the last date of that billing period. All final billings under the contract must be received within ten (10) days of termination of the contract, regardless of the billing period. If the CONTRACTOR fails to meet these deadlines, BRAG may deny payment for such delayed billings or claims for services.

The BRAG fiscal year is from July 1st through June 30th. The CONTRACTOR shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 8th of the following fiscal year, regardless of the termination date of the contract. BRAG may delay or deny payment for services performed in a given fiscal year if it receives the CONTRACTOR's billing for those services later than July 8th of the following fiscal year.

6. **MATCHING FUNDS:** The CONTRACTOR shall provide match of at least **\$18,281.00** in cash funds to match required Federal and/or State Funding.
7. **NON-FEDERAL MATCH:** For those contracts requiring a non-federal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74, Sub-part G.
8. **OVERPAYMENTS, AUDIT EXCEPTIONS AND DISALLOWANCE:** If an independent CPA audit or a fiscal review by BRAG determines that BRAG has over paid the CONTRACTOR for services under this Contract because: (a) the CONTRACTOR'S expenditures under this Contract are ineligible for reimbursement as they were not authorized by this Contract; or (b) the CONTRACTOR'S expenditures are inadequately documented, the CONTRACTOR shall immediately refund such excess payments to BRAG upon written request. Furthermore, BRAG shall have the right to withhold any or all subsequent payments under this or other contracts with the CONTRACTOR until BRAG fully recoups any overpayments made to the CONTRACTOR.
9. **PAYMENT WITHHOLDING:** BRAG may withhold funds from the CONTRACTOR for contract non-compliance, failure to comply with BRAG directives regarding the use of public funds, misuse of public funds or monies, or failure to comply with local, state, or federal law or policy in the CONTRACTOR'S subcontracts with private providers. If an audit finding or judicial determination is made that the CONTRACTOR or its subcontractor misused public funds, BRAG may also withhold funds otherwise allocated to the CONTRACTOR to cover the costs of audits, attorney's fees and other expenses associated with reviewing the CONTRACTOR'S or the subcontractor's expenditure of public funds. BRAG shall give the CONTRACTOR prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the CONTRACTOR must take to bring about the release of any amounts withheld.
10. **FUND RAISING:** Money donated to the CONTRACTOR is allocable to BRAG supported programs in the same proportion that the BRAG contract is to the total program, unless the donor has restricted the use of funds in writing. Project Income and Fees/Collections are restricted to the programs from which they are generated.
11. **IMPOSITION OF FEES:** The CONTRACTOR will not impose any fees upon clients given services under this contract except as authorized by the state and BRAG.
12. **THIRD-PARTY REIMBURSEMENT & PROJECT INCOME:** The CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this contract. Other sources of funding include but are not limited to third-party reimbursement and project income.

TREMONTON CITY
CALENDAR ITEMS
August 26, 2025

TITLE:	Review of Calendar
FISCAL IMPACT:	Not applicable

August 26 City Council for canvass
September Open House on Main Street Design
September 2 City Council Cancelled
September 18 City Party at North Park at 5:30 pm
October 1 & 2 ULCT Fall Conference in SLC

Farmer's Market and GET OUT run from May-October

- The farmer's market will be held on the 2nd and 4th Fridays from 4-8 pm at Shuman Park
- GET OUT will be the 2nd Saturday from 10-3 at Shuman Park



Department Report for the
Tremontton City Council

July 15, 2025

From: Tremontton Fire Department
To: Tremontton City Council
Re: Monthly Report for June 2025

Fire Department Report

*We are still on boarding some of the new part-time firefighter, waiting on background or medical paperwork some.

* Matt and Ina have both started their first full-time shifts and working out great.

* The crews have done a great job this Month so far running 25 calls from July 1st to the 4th, 12 of those on the 4th. Call volume continues to increase.

Thanks
Jeff Jarrow



Department Report for the Tremonton City Council

Aug. 18, 2025

From: Tremonton/Pantry

To: Tremonton City Council

Re: Monthly Report for June

To highlight the report of clients being served and a few upcoming events:

*As part of the Box Elder County Fair 100-year celebration The Utah Farm Bureau, along with help from the Miracle of Ag Foundation and FFA Students are doing a food drive for meat that is raised to be purchased and donated to the local food banks in Box Elder County. They are accepting money donations for the price to process the meat as well. Feeding 100 families is the goal.

*Sept 9, 2025, Food Drive 9/11 Nation Week of Service Food Drive Just Serve Youth of the Church of Jesus Christ of Latter-Day Saints will go around a collect food for the Tremonton Food Pantry from 4-6 pm and will deliver from 6-8 pm.

* Sept 8, 2025-Oct. 10th Western AgCredit and CoBank Farmers Feeding Families food drive. Donations will be matches \$1 per pound of food up to \$15,000 total to all participating places.

July

Total Families served-182

Total Individuals served-627

Volunteer Hours-102

Donations Food Lbs.- 30,980

(This includes Utah Food Bank donations 2x monthly)

Carey Hunsaker

Food Pantry Director