



**Tremonton City Corporation
City Council Meeting
June 2, 2026
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

**AMENDED CITY COUNCIL WORKSHOP AGENDA
5:00 p.m.**

1. Call to Order and Declaration of Conflict of Interest
2. Council Reports and Updates – 20 minutes
Reading of Use of Personal Devices by City Recorder – 5 minutes
3. Presentations:
 - a. **Title:** Discussion of New Ambulance Purchase and Staff Increase
Presenter: Jeff Jarrow
Estimated Time: 20 minutes
 - b. **Title:** RES 26-29 Amending Fees & Fines Schedule (ACH Fees, Building Fees, Fire Fees, Park Fees, Water Rates)
Presenters: Jeff Jarrow, Michelle Rhodes, Zach LeFevre, and Jami Heiner
Estimated Time: 20 minutes
 - c. **Title:** Strategic direction on Pillar 2
Presenter: Mayor Rohde
Estimated Time: 20 minutes
 - d. **Title:** RES 26-30 Compensation & Classification Plan
Presenter: Manager Nessen
Estimated Time: 5 minutes
 - e. **Title:** RES 26-31 Clarification on Water Rights
Presenter: Dalton Smuin or Manager Nessen
Estimated Time: 5 minutes
 - f. **Title:** RES 26-32 MOU with BESD for School Resource Officers
Presenter: Dustin Cordova
Estimated Time: 5 minutes

- g. **Title:** RES 26-33 Interlocal Agreement with Garland for Court Services
Presenter: Dalton Smuin or Manager Nessen
Estimated Time: 5 minutes
- h. **Title:** Discussion of Fisher annexation at 3101 W 1000 N
Presenter: Community Development Department
Estimated Time: 5 minutes
- 4. **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*

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

CITY COUNCIL MEETING AGENDA 7:00 p.m.

- 1. Call to Order
- 2. Roll Call
- 3. Invocation by:
Pledge by: Student
- 4. Approval of Agenda
- 5. Declaration of Conflict of Interest
- 6. Presentations
 - a. Tremonton City Citizenship Award to Elementary and Intermediate Students
 - b. Years of Service Award for Zach Olds for 5 years at the Fire Department
- 7. Citizen Engagement – General Public Comment
 - Residents may address the Council on any item **NOT** listed on the strategic business portion of the agenda
 - Rules of engagement:
 - 1. **Our Dignity Standard:** Hard conversations require the honest truth and a respectful tone. We're committed to fixing the problems without making it personal. Let's keep this conversation productive so we can get back to the work of building a better Tremonton.
 - 2. **Priority:** Speakers who registered on the signup sheet at the door prior to the meeting will be called in order. Citizens from the audience will then have time to speak.
 - 3. **Time Limit:** 3 minutes per individual

4. **Response:** Under State Law, the Council cannot debate or take action on non-agenda items. We will listen and may direct staff to follow up.
8. Unfinished Items from City Council Work Session
9. Consent Agenda - Any Councilmember may request an item be removed for separate discussion – Roll Call Vote
- a. Approval of minutes – May 19, 2026
 - b. Approval of Resolution No. 26-29 Amending Fees & Fines
 - c. Approval of Resolution No. 26-30 Compensation & Classification Plan
 - d. Approval of Resolution No. 26-31 Clarification on Water Rights
 - e. Approval of Resolution No. 26-32 MOU with BESD for SROs
 - f. Approval of Resolution No. 26-33 Interlocal Agreement with Garland for Court Services
 - g. Denial of Fisher Annexation
10. Strategic Business (Ordinances & Policies) – None at this time

Presented by:
Technical Questions (Clarification only)
Public Input: 3 minutes per individual
Council Debate

11. Reports and Calendar
- a. City Leadership Report
 - b. Upcoming Calendar Items
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.

In compliance with the Americans with Disabilities Act, persons needing special accommodations, should contact Cynthia Nelson no later than 48 hours prior to the meeting.

This meeting will be lived streamed via YouTube at <https://www.youtube.com/@tremontoncity>

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in accordance with Utah State Code on this 28th day of May, 2026

Cynthia Nelson, CITY RECORDER

MEMORANDUM

TO: Tremonton City Council and Tremonton Planning Commission

FROM: Mayor Bret Rohde and City Attorney Dalton Smuin

DATE: May 28, 2026

RE: Reminder — Use of Personal Devices During Public Meetings

We're sharing this together as a friendly reminder of what Utah law already asks of all of us when we serve on a public body. Nothing here is new, and nothing here is aimed at any one person. We just want to make sure we're all on the same page.

The short version

When we're sitting at the dais — council or commission — our phones, tablets, and laptops are fine for looking up the agenda packet, city code, a map, or a fact that helps us do the work in front of us. What they can't be used for is anything that moves the meeting off the record.

What the law requires

Under Utah's Open and Public Meetings Act (Utah Code Title 52, Chapter 4), all deliberation among members of a public body has to happen out loud, in the open, where both the public and the recording can hear it. That means during a meeting we don't:

- Text, message, or email another member of the same body about anything on the agenda or anything that could come before us.
- Use group chats, Zoom chats, or any side channel among members.
- Communicate with outside parties — applicants, developers, family with an interest, anyone — about how we're going to vote or what's being said.

Under Utah's Government Records Access and Management Act (GRAMA, Title 63G, Chapter 2), anything we type or text on any device — city-issued or personal — about city business is a public record. That includes texts to staff, notes typed on a phone, and messages we might later delete. Deletion doesn't erase the record; it can make things worse.

What's fine

- Looking up packet materials, code, maps, or facts relevant to what's being discussed.
- Brief personal communication that has nothing to do with city business.
- Taking notes.

What we're asking of each other

That we hold ourselves and each other to the standard the law already sets. If a question comes up about whether something is okay, the right move is to ask Dalton — that's what he's here for.

We appreciate the work each of you does for Tremonton, and we appreciate your care in getting this right.

Respectfully,

Mayor Bret Rohde, Dalton Smuin, City Attorney

RESOLUTION NO. 26-29

**A RESOLUTION OF TREMONTON CITY COUNCIL REAFFIRMING, AMENDING,
AND ENACTING CERTAIN FEES AND FINES WITHIN TREMONTON CITY'S
CONSOLIDATED FEES AND FINES SCHEDULE, INCLUDING BUT NOT LIMITED
TO BUILDING FEES, DEVELOPMENT FEES, FIRE DEPARTMENT FEES, PARK
FEES, AND PUBLIC WORKS 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 and amend fees charged for municipal services; and

WHEREAS, certain municipal fees and fines have not been updated recently and no longer accurately reflect the actual administrative and operational costs incurred by the City; and

WHEREAS, the City Council finds that amending the consolidated fees and fines schedule is in the best interest of the City, promotes fiscal responsibility, and supports the efficient delivery of municipal services.

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 but not limited to Building Fees, Development Fees, Fire Department Fees, Park Fees, and Public Works Fees.

Adopted and passed by the City Council this 2nd day of June 2026. This resolution shall become effective immediately upon its passage, with the exception of the fee amendments contained within Section 13, which shall be take effect July 1, 2026.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

Tremonton City Consolidated Fees & Fines Schedule

Section 1 Fee Policies

1.1	Applicability of Resolution	3
1.2	Waiving Fees to Other Governmental Entities.....	3
1.3	Electronic Fund Transfers.	3
1.4	Charges and Billing Disputes and Return of Fees	3
1.5	Procedures for Collecting Fees for Services, Licenses, or Permits Not Listed or Additional Fees.	4
1.6	Delinquent Fees & Financial Penalties Due	5
1.7	Theft of Services	5
1.8	Payments Made Under Protest	5

Section 2 Citywide Common Fees

2.1	Citywide Common Fees	5
-----	----------------------------	---

Section 3 Building Fees

3.1	Residential Dwelling & Residential Outbuilding Inspection Fees.....	6
3.2	Residential & Outbuilding Plan Review Fees.....	7
3.3	Industrial, Institutional, Commercial, & Governmental Inspection Fees.....	7
3.4	Industrial, Institutional, Commercial, & Governmental Plan Review Fees	7
3.5	Miscellaneous Building Inspection Service Fees.....	8

Section 4 Contract Service Fees

4.1	Contract Service Fees	8
-----	-----------------------------	---

Section 5 Development Fees

5.1	Development Applications Review Fees	9
5.2	Street Sign Fees	10
5.3	Development Fee-In-Lieu of Public Improvements.....	10
5.4	Public Infrastructure District	11

Section 6 Fire Department Fees

6.1	General Fire Service Fees.....	12
6.2	Emergency Rescue Service Fees	12
6.3	Hazardous Material Emergency Service Fees	13
6.4	Aggravated Fire Emergency Service and Contract for Fire Protection Service Fees	14
6.5	Emergency Medical Service Fees	16
6.6	Emergency Medical Training Fees.....	18
6.7	Rental of Fire Station Conference Room & Kitchen Facility Fees.....	19

Section 7 Food Pantry Fees

7.1	Food Pantry Fees	19
-----	------------------------	----

Section 8 Garbage & Recycling Collection Service Fees

8.1	Garbage Collection Service Fees	19
8.2	Recycling Collection Service Fees.....	20

Section 9 Justice Court Fines & Fees	
9.1 City Consolidated Bail Schedule.....	21
9.2 Justice Court Filing and Copy Fees.....	26
Section 10 Library Fees	
10.1 General Library Service Fees & Financial Penalties.....	27
Section 11 Parks & Recreation Fees	
11.1 Park Service Fees	27
11.2 Recreation Program Service Fees	29
Section 12 Police Department Fees	
12.1 General Police Service Fees	29
12.2 Animal Control Service Fees	30
Section 13 Public Works Fees	
13.1 General Public Works Service Fees & Financial Penalties.....	32
13.2 Storm Drain Service Fees.....	32
13.3 Residential Water Service Fees	33
13.4 Water Connection Fees	35
13.5 Residential Sewer Service Fees.....	36
13.6 Sewer Connection Fees	37
13.7 Industrial, Institutional, Commercial, & Governmental Water & Sewer Service Fees.....	37
13.8 Deduct Meter Fees	39
13.9 Rental of Public Works Conference & Training Facility Fees	39
13.10 Pavement Cut Permit Fees	40
Section 14 Recorder's Office Fees	
14.1 Recorder's Office General Service Fees	41
14.2 Cemetery Open & Close Service Fees	41
14.3 Cemetery Lot Sale Fees.....	42
Section 15 Senior Center Fees	
15.1 Meals & Program Fees	42
15.2 Senior Center Rental Fees	43
Section 16 Treasurer's Office Fees	
16.1 Treasurer's Office General Service Fees & Financial Penalties	44
Appendix 1- Business License Fees	
A1.1 Base Administrative Fees for Business Licenses.....	45
A1.2 Disproportionate Regulatory Service Costs for Business Licenses	45
A1.3 Disproportionate Police and Fire Calls for Services for Business Licenses	46

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
ACH Fees	<u>\$1.00 per transaction</u>
Other costs allowed by law	The actual cost to City
Dishonored/Returned Check	\$20.00 ⁴³
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	<u>Building Valuation Table</u>

Residential Dwelling & Residential Outbuilding Inspections ^{1, 2}	Fees
Electrical Inspection Only	\$60.00
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 <u>150</u> .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 <u>150</u> .00
Furnace Permit	\$75 <u>150</u> .00
Electric Meter Permit	\$75 <u>150</u> .00
Inspections for which no fee is specifically indicated (minimum charge—one half hour)	\$75 <u>150</u> .00 per hour
For all Mobile Homes and Manufactured Housing	\$150.00
Temporary Occupancy Fee	\$100.00 plus 120% of the value of uncompleted items¹
Work Done without Permits- Investigation Fee	200% of Permit Fee and State Fee
<u>Contract Inspections</u>	<u>80% of Permit Fee and 100% of Plan Review Fee</u>

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

Development Application Reviews ¹	Fees
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– Application Fee	\$1,500.00 No charge
Preliminary Plat- Application Fee	\$3,000.00 \$150.00 plus \$4.00 per lot
Final Plat – Application Fee	\$7,500.00 \$250.00 plus \$40.00 per lot
Construction Drawings	1% of the estimated cost of improvements
Plat Amendments	\$500.00
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	\$4,000.00 \$500.00
Construction Drawings	1.5% of engineer's 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
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 55.00 <u>initial or \$65.00 Re-inspection</u>
Industrial, Institution, & Large Commercial	\$75 100.00 <u>for 1-20,000 Square feet, \$200 for 20,001-50,000 Square feet, and \$300 for anything above 50,000 or Square feet-or actual costs, whichever is greater</u>

General Fire Services	Fees
Governmental	No Charge \$25.00 if more than three (3) alarms in a three (3) month period
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 \$585.00 per hour or any portion of a half-hour (one-hour minimum charged with each call)
Personnel Costs	\$25 \$72.00 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
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)

Aggravated Fire Emergency and Contract for Fire Protection Services^{1, 2, 3}	Fees
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
Equipment & personnel arrive on the scene	\$200 585.00
Ambulance Standby (2-person crew)	\$110 254.00 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
Extra Attendant ³	\$40 72.00
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 more <u>than two (2)</u> 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 72.00
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.	

Emergency Medical Services ^{1, 2}	Fees
An ambulance shall provide 15 minutes at no charge at both points of pickup-. After this time, an ambulance agency may charge \$72.00 per quarter-hour or a fraction thereof thereafter per staff on scene. 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) 637.00
Heavy Extrication Equipment (Use of power equipment)	\$150.00 per hour or any portion of a half hour (one-hour minimum charged) 726.00
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) 886.00
Ambulance Standby ⁴ (2- person crew)	\$110 135.00 per hour or any portion of a half-hour, the amount includes personnel costs (one two-hour minimum charged with each call)
Medical Standby Personnel with no ambulance	\$35 72.00 per hour per person
Subpoena of Ambulance Documents (per Labor Commission)	\$21.16 30.00 plus \$0.53 per copy page for the first 40 pages and \$0.32 per page for each additional page, plus cost of postage if mailed copy is requested

Emergency Medical Services ^{1, 2}	Fees
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	
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	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
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	
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	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
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	
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	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
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	
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

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable²
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	No charge
Paper Back	No charge
Storytelling Kit	No charge
Audiobooks	No charge
Magazine	No charge
Videos and DVD	No charge
Hotspots, Tablets, Laptops/Chromebooks	No charge
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	\$510.00 /hour Resident, \$20.00/hour Non-Resident
Per Diamond Rental Per Day – Tournament ⁸	\$3075.00 Resident, \$125.00 Non-Resident
Lights for baseball/softball fields	\$510.00 per hour per field
Additional ball diamond field prep ³	\$1025.00 per diamond
Cleanup ⁴	\$2550.00 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

Park Services ¹	Fees
<u>½ Day Rental – 4 hours or less</u>	\$20 25.00 Resident, \$40 Non-Resident
<u>Full Day Rental</u>	\$50.00 Resident, \$75 Non-Resident
Cleanup	\$25 50.00 per hour (if required)
Park Stages ⁶	\$20.00 See note 6 below
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. Amount for park stage rental will be set by the Parks & Recreation Director.

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.

⁸Note: Tournament Day; per field, includes 1st prep.

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
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

General Police Services	Fees
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
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	

Animal Control Services	Fee
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 Services ¹	Fees
Culinary Water Rates	

Residential Water Services¹	Fees
<u>Fill Station Water</u> (Flat Fee, limited to 100,000 gallons per month. This water is made available from Designated Fill Stations on a Per Month Basis)	Equal to current cost of Culinary Water for 100,000 gallons per month.
Culinary Water Base Rate ⁹	\$18 23.90 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
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

Residential Water Services¹	Fees
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 Fees ¹		
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

Water Connection Fees¹		
Connection Sizes	Fees	Maximum Units Per Connection Size
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 Services ¹	Fees
Wastewater Treatment Rates	
Base Rate: First 12,800 Gallons Water ²	\$ 298 .30
Overage: Above 12,800 Gallons Water Used	No charge
Sewer Collection Lines ²	\$ 65 .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	\$1823 .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
Secondary Water Rates (May thru October Billing) ⁴	
Secondary Water Base Rate	\$10.00 per month

Industrial, Institutional, & Commercial Water & Sewer Services ¹	Fees
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:	\$298.30 ³
Usage Rate:	\$1.15 per thousand gallons
Sewer Collection Lines	\$65.50
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)	\$15.00

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 Note 1
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 Note 1
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. 26-30

A RESOLUTION OF THE TREMONTON CITY COUNCIL ADOPTING THE REVISED TREMONTON CITY COMPENSATION AND CLASSIFICATION PLAN

WHEREAS, the City recognizes the critical role that the Fire Department plays in protecting lives, property, and the environment; and

WHEREAS, the recruitment and retention of qualified firefighter personnel has become increasingly challenging due to competitive compensation packages offered by neighboring jurisdictions and departments; and

WHEREAS, the current step scale for firefighters has not kept pace with regional market trends, resulting in difficulties attracting experienced and entry-level candidates; and

WHEREAS, the City is committed to maintaining a fully staffed and highly trained fire department capable of meeting the growing needs of the community; and

WHEREAS, an updated and increased step scale will enhance the City's ability to recruit and retain firefighters by offering a more competitive salary structure aligned with industry standards and is in the best interest of public safety and the long-term stability of the Fire Department; and

WHEREAS, the duties, responsibilities, and operational needs of the organization support the creation of the position of Building Official, which will assume the administrative duties in planning and coordinating the operation of the Building Inspection Department and the position of Recreation Manager, which will assume the general administrative and first-line supervisory duties in the operations of recreation programs; and

WHEREAS, the City desires to formally amend its Compensation and Classification Plan to reflect these fire department pay scale increases and position changes and ensure appropriate placement within the City's pay structure.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council approves the revised Tremonton City Compensation and Classification Plan as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 2nd day of June 2026. Resolution to become effective July 1, 2026.

TREMONTON CITY
A Utah Municipal Corporation

By: Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

TREMONTON CITY CLASSIFICATION AND COMPENSATION PLAN

Adopted with Resolution No. 26-30

Level A-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Concession Stand Worker	\$11.89	\$17.38
	Site Supervisor-Scorekeeper-Rec Aide	\$11.89	\$17.38
	Umpire-Official-Instructor I	\$11.89	\$17.38
	Paid Interns	\$11.89	\$17.38

Level A-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Assistant Librarian/Substitute	\$13.27	\$21.20
	Janitor-Public Works	\$13.27	\$21.20
	Janitor-Senior Center	\$13.27	\$21.20
	Receptionist-Senior Center	\$13.27	\$21.20
	Activity Specialist	\$13.27	\$21.20
	Cook/Cook Substitute	\$13.27	\$21.20
	Lunch Driver/Substitute	\$13.27	\$21.20

Level A-3		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Field Preparation Worker	\$14.56	\$23.70
	Parks Maintenance Worker	\$14.56	\$23.70
	Main Street Maintenance Worker	\$14.56	\$23.70
	Compost Facility Attendant	\$14.56	\$23.70
	Lead Cook	\$14.56	\$23.70

Level B-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Clerk I-Accounts Payable	\$17.20	\$25.97
	Clerk I-Admin. Asst. Senior Center	\$17.20	\$25.97
	Clerk I-Billing Clerk	\$17.20	\$25.97
	Clerk I-Judicial Assistant	\$17.20	\$25.97
	Clerk I-Lead Librarian	\$17.20	\$25.97
	Clerk I-Records Clerk/Evidence Tech	\$17.20	\$25.97
	Clerk I-Public Works Office Assistant	\$17.20	\$25.97

Level B-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Clerk II-Deputy Recorder	\$20.06	\$29.68
	Emergency Management Coordinator	\$20.06	\$29.68
	Food Pantry Director	\$20.06	\$29.68
	Head Groundskeeper	\$20.06	\$29.68
	Recreation Program Coordinator	\$20.06	\$29.68
	Communication/Events Coordinator	\$20.06	\$29.68
	Animal Control Officer	\$20.06	\$29.68
	School Crossing Guard	\$20.06	\$29.68
	Bailiff	\$20.06	\$29.68
	Umpire-Official-Instructor II	\$20.06	\$29.68
Public Works	Public Works Uncertified	\$22.74	\$32.37

Level B-3		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Parks Superintendent	\$26.16	\$38.50
	Payroll Administrator	\$26.16	\$38.50
	Code Administrator	\$26.16	\$38.50
	Zoning Administrator	\$26.16	\$38.50
	Public Works Certified	\$26.16	\$38.50
	Recreation Supervisor	\$26.16	\$38.50

Level C-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Library Director	\$27.30	\$38.64
	Senior Center Director	\$27.30	\$38.64
	Clerk II-Admin Asst./Evidence Tech	\$27.30	\$38.64
	Public Works Lead-Streets	\$27.30	\$38.64
	Public Works Lead-Water	\$27.30	\$38.64
	Public Works Lead-Wastewater	\$27.30	\$38.64
	Planner II	\$27.30	\$38.64
	<u>Recreation Manager</u>	<u>\$27.30</u>	<u>\$38.64</u>
	Umpire-Official-Instructor III	\$27.30	\$38.64

Level C-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Parks and Recreation Director	\$31.89	\$47.29
	Treasurer/Billing Lead	\$31.89	\$47.29
	City Recorder	\$31.89	\$47.29
	HR Director	\$31.89	\$47.29

Level C-3		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Public Works Operations Manager	\$34.65	\$51.17

Level C-4		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Public Works Assistant Director	\$37.40	\$55.05
	Community Services Director	\$37.40	\$55.05
	<u>Building Official</u>	<u>\$37.40</u>	<u>\$55.05</u>

Level D-1		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Fire Chief	\$43.89	\$66.34
	Public Works Director	\$43.89	\$66.34
	Finance Director	\$43.89	\$66.34

Level D-2		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	City Manager	\$51.40	\$75.71

Elected Officials & Judge		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	City Council (Annual)	\$2,734.78	\$2,734.78
	Justice Court Judge (Annual) ¹	\$27,625.50	\$35,518.50
	Mayor (Annual)	\$5,240.77	\$5,240.77

¹Note: The Justice Court Judge's salary range for the Fiscal Year 2025 is calculated by the Administrative Office of the Courts as per UCA 78A-7-206.

Fire Dept & EMS Part-Time/Paid On-Call		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	EMT Advanced/Firefighter Trainee	\$17.32	\$29.85
	Firefighter II/EMT Advanced	\$20.30	\$32.85
	Paramedic	\$23.89	\$37.62
Certifications	Hazmat Technician Certification ¹	\$0.50	\$0.50
	Confined Space Rescue 1 & 2 ¹	\$0.50	\$0.50
	Machinery Rescue 1 ¹	\$0.50	\$0.50
	Rope Rescue 1 & 2 ¹	\$0.50	\$0.50
	Structural Collapse Rescue 1 & 2 ¹	\$0.50	\$0.50
	Surface Water Rescue 1 & 2 ¹	\$0.50	\$0.50
	Trench Rescue 1 & 2 ¹	\$0.50	\$0.50
	Vehicle Extrication 1 & 2 ¹	\$0.50	\$0.50

¹Note: Employees that have a valid certification shall receive the corresponding certification pay increase in addition to the pay enumerated in the Fire Department General Scale up to a maximum of \$2.00 per hour.

Fire Dept. Part-Time Misc. Pay		Pay Range	
	Position	Minimum Pay	Maximum Pay
General Scale	Battalion Chief	\$23.32	\$35.26
	Captain	\$22.18	\$34.11

On-Call Pay		
	Position	Paid Compensation
General Scale	Police Officers	2 hours of the employee's regular rate of pay for each period that an employee is on an on-call status
	Public Works	

Police Pay Scale 2025-2026

(Scale to adjust with yearly COLA)

(Step Scale)

Police Officer

	T	1	2	3	4	5	6	7	8	9	10	11
PO3					35.25	36.66	38.12	39.65	41.23	42.88	44.60	46.38
PO2			32.59	33.89								
PO1		31.33										
POST	30.13											

Sergeant

	1	2	3	4	5
SGT	50.09	51.35	52.63	53.94	55.29

Lieutenant

	1	2	3	4	5
LT	53.05	54.48	55.91	57.34	58.77

Chief of Police

	1	2	3	4	5
Chief	62.41	64.15	65.89	67.63	69.37

Fire Department Pay Scale 2026-2027

(Scale to adjust with yearly COLA)

(Step Scale)

Firefighter/AEMT

	1	2	3	4	5	6
FF/AEMT	<u>22.89</u>	<u>23.46</u>	<u>24.05</u>	<u>24.65</u>	<u>25.27</u>	<u>25.90</u>

Firefighter/Medic

	1	2	3	4	5	6
FF/MEDIC	<u>25.46</u>	<u>26.10</u>	<u>26.75</u>	<u>27.42</u>	<u>28.11</u>	<u>28.81</u>

Engineer

	1	2	3	4
Engineer	<u>27.30</u>	<u>27.98</u>	<u>28.68</u>	<u>29.40</u>

Engineer/Medic

	1	2	3	4
Eng/MEDIC	<u>30.21</u>	<u>30.97</u>	<u>31.74</u>	<u>32.53</u>

Captain

	1	2	3	4
Captain	<u>33.34</u>	<u>34.17</u>	<u>35.02</u>	<u>35.90</u>

RESOLUTION NO. 26-31

A RESOLUTION OF TREMONTON CITY CLARIFYING THE PURPOSE OF PRIOR CITY RESOLUTIONS REGARDING A WATER RIGHTS EXCHANGE WITH KILLYON OUTFITTERS AND THE ACQUISITION OF BEAR RIVER CANAL COMPANY SHARES

WHEREAS, in 2019 Tremonton City (“City”) was in need of additional water resources to serve the City; and

WHEREAS, the City, Vince Rogers doing business as Killyon Outfitters, and A. Wayne Meikle/Sharon W. Meikle entered into a multi-stage transaction (the “Transaction”) whereby Tremonton City ultimately obtained 111.10 shares of water in Bear River Canal Company (“BRCC”), Vince Rogers obtained 207 acres of property and water right 29-856, and the Meikles obtained financial consideration; and

WHEREAS, the only way that the City could obtain those 111.10 shares of water in BRCC was to agree to Vince Rogers’ obtaining 207 acres of property and water right 29-856; and

WHEREAS, the City Council and Mayor approved of the Transaction; and

WHEREAS, the Transaction thus exchanged water rights or sources of water supply for other water rights or sources of water supply that the municipality determined would equally enable the municipality to meet the needs of its designated water service area; and

WHEREAS, the Transaction was thus authorized under the Utah Constitution Article XI, Section 6(2)(c).

NOW, THEREFORE BE IT RESOLVED, that the Tremonton City Council hereby adopts Resolution No. 26-31, acknowledging that the purpose of Resolution 19-08, Resolution 19-21, and Resolution 23-13 was for the City to obtain 111.10 shares of water in the Bear River Canal Company and to ensure compliance with Utah Constitution Article XI, Section 6, Subpart (2)(c). The City thus exchanged water rights or sources of water supply for other water rights or sources of water supply, having determined that obtaining the 111.10 shares of water in the Bear River Canal Company better enabled the City to meet the needs of its designated water service area pursuant to Article XI, Section 6, Subpart (2)(c) of the Utah Constitution.

ADOPTED AND PASSED, by the City Council of Tremonton, Utah, this 2nd day of June, 2026. This Resolution shall become effective upon adoption and passage by the City Council.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

RESOLUTION NO. 26-32

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN BOX ELDER SCHOOL DISTRICT AND TREMONTON CITY FOR SCHOOL RESOURCE OFFICER (SRO) SERVICES AT BEAR RIVER MIDDLE SCHOOL AND BEAR RIVER HIGH SCHOOL

WHEREAS, Tremonton City and Box Elder School District desire to enter into a Memorandum of Understanding (MOU) to provide for the funding of School Resource Officers (SROs) within local schools; and

WHEREAS, the City Council finds that providing SRO services beginning August 24, 2026, and continuing for a period of up to five (5) years, serves the best interests of the community; and

WHEREAS, the primary objective of this MOU is to foster a safe, secure, and supportive educational environment for students, staff, and visitors; and

WHEREAS, the presence of SROs is intended to build trust and positive relationships between law enforcement, students, and the broader school community; and

WHEREAS, the SRO program serves as a vital resource for crime prevention, conflict resolution, diversion, and legal education; and

WHEREAS, active law enforcement presence on campus deters disruptive or criminal behavior and ensures a rapid, coordinated response to emergencies and crises;

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

1. **Approval of Agreement.** The Memorandum of Understanding between Tremonton City and Box Elder School District, attached hereto as Exhibit "A" is hereby approved.
2. **Authorization.** The Mayor is hereby authorized and directed to execute said MOU on behalf of the City.
3. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of Tremonton, Utah, this 2nd day of June, 2026.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, Recorder

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING

Between Tremonton City, Utah, and Box Elder School District

Purpose:

This Memorandum of Understanding (MOU) establishes a partnership between Tremonton City, Utah (hereinafter referred to as “City”), and Box Elder School District (hereinafter referred to as “District”) to provide two School Resource Officers (SROs) who will be assigned to Bear River High School and Bear River Middle School. This agreement specifies the terms, responsibilities, and funding of the program, ensuring a safe and secure learning environment for students and staff.

1. Parties

This agreement is made between Tremonton City, responsible for the employment, supervision, and operational readiness of the SROs and the **Box Elder School District**, responsible for facilitating the SROs’ roles within the schools and sharing in funding the program.

2. Objectives

This MOU aims to:

1. Create a safe and secure educational environment for students, staff, and visitors.
2. Develop trust and positive relationships between law enforcement and the school community.
3. Serve as a resource for crime prevention, conflict resolution, and legal education.
4. Actively deter criminal behavior, bullying, and other unsafe activities within the schools.
5. Provide rapid response to emergencies and crises on campus.

3. Term

This Interlocal Cooperation Agreement shall be effective as of August 24, 2026 and shall continue for a period of up to five (5) years, unless sooner terminated as provided herein. However, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty (60) days written notice.

The MOU may be extended upon mutual agreement by both Tremonton City and the School District.

4. Responsibilities of Tremonton City

1. Recruit and Assign Officers:
 - Tremonton City will provide two qualified School Resource Officers, trained and equipped to perform the duties outlined in this MOU and in accordance with Tremonton City police department policies and procedures.
2. Provide Equipment and Training:

- Equip SROs with uniforms, radios, firearms, patrol vehicles, and other necessary tools.
 - Provide ongoing specialized training, including de-escalation, school law, and crisis management.
3. Supervise SROs:
 - Will ensure the officers are adequately supervised and maintain their professional certification and training as required by law.
 - Conduct performance evaluations with input from school administrators.
 - Address any misconduct, concerns, or reassignment of SROs.
 4. Compensation and Insurance:
 - Will manage the compensation (provided from the District), benefits, and other employment-related matters for the SROs.
 - Maintain liability and workers' compensation insurance covering SRO activities.

5. Responsibilities of the Box Elder School District

1. Provide Resources and Facilities:
 - Ensure SROs have access to office space, secure storage, and communication equipment.
 - Include SROs in staff meetings, safety planning, and emergency drills.
2. Facilitate Funding:
 - The School District will cover costs related to SRO services as outlined in the attached fee cost breakdown (Attachment B).
3. Collaborate with SROs:
 - The School District will collaborate with the SROs in matters involving student safety and discipline when appropriate, including providing the officers with information and support as needed.
 - Partner with SROs on educational initiatives, such as anti-bullying programs, substance abuse prevention, and safety workshops.
4. Ensure Clear Communication:
 - Report safety concerns or incidents requiring SRO involvement to the SROs promptly.

6. Joint Responsibilities:

- Both Tremonton City and the School District agree that the two School Resource Officers can assist each other when needed. In the event that one officer requires assistance, the other officer may respond to emergencies, provide support, and engage in cooperative efforts to ensure the safety and security of both schools.
- The SROs will meet periodically to review their work, discuss challenges, and assess the effectiveness of their efforts in maintaining a safe and positive school environment.
- Both parties will collaborate on the development of educational programs aimed at improving students' understanding of law enforcement and community safety.

- Both parties agree to maintain the confidentiality of sensitive student information in accordance with applicable laws and regulations, including the Family Educational Rights and Privacy Act (FERPA) and other relevant privacy laws.

7. Roles and Duties of the SROs

Campus Security and Law Enforcement

1. Conduct regular patrols of school grounds, parking lots, and surrounding areas.
2. Provide a visible law enforcement presence to deter unsafe or illegal activity.
3. Investigate on-campus crimes and take enforcement action when necessary.
4. Collaborate with school administrators on threat assessments and emergency preparedness.

Emergency Response

1. Act as the primary first responder in school-related emergencies, including active shooter incidents, fires, or medical crises.
2. Assist with evacuation plans, lockdown drills, and other safety procedures.

Educational Support

1. Provide classroom instruction on topics such as:
 - Drug and alcohol awareness.
 - Internet safety and cyberbullying prevention.
 - Personal and community safety.
2. Act as a resource for students, staff, and parents regarding legal and safety concerns.

Mentorship and Relationship Building

1. Build rapport with students to foster trust and open communication.
2. Serve as a mentor and role model, especially for at-risk youth.

Support and Collaboration

1. Work with school counselors, social workers, and administrators to address student behavioral issues constructively.
2. Assist the other assigned SRO when necessary to ensure comprehensive coverage and response.

8. Funding and Cost-Sharing

1. Annually, prior to August 1, Tremonton City shall furnish a schedule of officer costs including wages, benefits, uniforms and equipment costs. The District shall pay 50% of the annual costs. Attachment B attached to this agreement references the annual costs for the 2026-27 school year.
2. The total annual cost of each SRO is outlined in **Attachment B: Cost Breakdown**.
3. The District agrees to reimburse Tremonton City for costs of each SRO.
4. Payments shall be made quarterly based on invoices submitted by the City, with payments due within **30 days** of receipt.

9. Insurance

1. Tremonton City shall maintain liability insurance for actions performed by the SROs in the course of their duties.

10. Dispute Resolution

In the event of a dispute, both parties shall:

1. Meet to discuss the issue in good faith and attempt to reach a resolution.
2. Submit unresolved disputes to mediation, with costs shared equally.

11. Termination

1. This MOU may be terminated by either party with **60 days' written notice**.
2. Immediate termination may occur in cases of material breach or mutual agreement.

12. Liability and Indemnification

Each party agrees to indemnify and hold harmless the other party, its officers, employees, and agents from and against any and all claims, actions, damages, liabilities, and expenses arising from or related to the performance of this MOU.

13. Amendments

This MOU may be amended or modified only by written agreement signed by both parties.

14. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

For Tremonton City:

Name: _____
Title: _____
Date: _____

For Box Elder School District:

Name: _____
Title: _____
Date: _____

Attachment A: SRO Job Description

Position Title: School Resource Officer

Primary Assignments:

- Bear River High School
- Bear River Middle School

Key Responsibilities:

1. Serve as a law enforcement officer on the school campus and in the surrounding area.
2. Patrol campus and surrounding areas to help maintain a safe and secure environment for students, staff, and visitors.
3. Respond to emergencies and incidents as needed.
4. Investigate incidents and criminal activity involving students and school property and provide appropriate law enforcement actions.
5. Act as a resource for safety and legal process education.
6. Respond to emergencies and implement crisis management strategies.
7. Educate students and staff on various safety issues, including drug prevention, conflict resolution, and appropriate conduct.
8. Work collaboratively with school administrators, teachers, and staff to address safety concerns.
9. Build positive relationships with students, faculty, staff, and parents to foster trust, communication and positive interactions with law enforcement.
10. Maintain proper documentation of incidents and activities in accordance with department policy and school procedures.
11. Whenever possible, attend staff meetings and participate in school and community events.

Qualifications and Skills:

- Certification as a law enforcement officer in the State of Utah.
- Previous law enforcement experience, preferably in a school setting.
- Strong communication and interpersonal skills.
- Ability to work effectively with diverse groups, including students, parents, and faculty.
- Knowledge of local, state, and federal laws related to juvenile justice, school safety, and student rights.

**Attachment B:
Cost Breakdown**

Attachment B: Fee Cost Breakdown

Description	Amount
Salary and benefits for SRO assigned to Bear River High School	\$171,151
Salary and benefits for SRO assigned to Bear River Middle School	\$150,193
Equipment and Uniforms (per officer)	\$ 4,700
Total	\$330,744
Total share for SRO's (Tremonton)	\$165,372
Total share for SRO's (District)	\$165,372

This breakdown reflects the cost of providing two School Resource Officers, including salary, benefits, and other related costs. The School District agrees to reimburse Tremonton City based on these fees for the duration of the agreement.

RESOLUTION NO. 26-33

A RESOLUTION OF TREMONTON CITY COUNCIL ADOPTING AN INTERLOCAL AGREEMENT BETWEEN GARLAND CITY, UTAH, AND TREMONTON CITY, UTAH, FOR JUSTICE COURT SERVICES

WHEREAS, Tremonton and Garland are public agencies as defined by Utah Code § 11-13-103, and are authorized under the Interlocal Cooperation Act, Utah Code § 11-13-101 et seq., to enter into agreements for the performance of governmental functions or services; and

WHEREAS, Garland currently contracts with Box Elder County to adjudicate certain cases, including class B and C misdemeanors, violations of ordinances, small claims, and infractions, originating within its territorial boundaries but is seeking to terminate its contract with Box Elder County; and

WHEREAS, Tremonton City operates a Justice Court with the capacity and authority to adjudicate such cases; and

WHEREAS, the Parties desire to enter into an agreement whereby Tremonton City's Justice Court will exercise jurisdiction over cases originating in Garland, to promote efficient administration of justice and public safety; and

WHEREAS, the Parties intend to comply with all applicable provisions of Utah law, including Utah Code § 78A-7-101 et seq., regarding the jurisdiction and operation of justice courts.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby approves an Interlocal Agreement with Garland City for Justice Court Services as attached in Exhibit "A". The Mayor is hereby authorized to execute the Interlocal Agreement on behalf of Tremonton City.

Adopted and passed by the City Council this 2nd day of June 2026. This resolution shall become effective July 1, 2026 upon approval from the Administrative Office of the Courts.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

**INTERLOCAL AGREEMENT BETWEEN GARLAND CITY, UTAH, AND
TREMONTON CITY, UTAH, FOR JUSTICE COURT SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of June, 2026, by and between GARLAND CITY, a municipal corporation of the State of Utah (“Garland”), and TREMONTON CITY, a municipal corporation of the State of Utah (“Tremonton”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, Tremonton and Garland are public agencies as defined by Utah Code § 11-13-103, and are authorized under the Interlocal Cooperation Act, Utah Code § 11-13-101 et seq., to enter into agreements for the performance of governmental functions or services; and

WHEREAS, Garland currently contracts with Box Elder County to adjudicate certain cases, including class B and C misdemeanors, violations of ordinances, small claims, and infractions, originating within its territorial boundaries but is seeking to terminate its contract with Box Elder County; and

WHEREAS, Tremonton City operates a Justice Court with the capacity and authority to adjudicate such cases; and

WHEREAS, the Parties desire to enter into an agreement whereby Tremonton City’s Justice Court will exercise jurisdiction over cases originating in Garland, to promote efficient administration of justice and public safety; and

WHEREAS, the Parties intend to comply with all applicable provisions of Utah law, including Utah Code § 78A-7-101 et seq., regarding the jurisdiction and operation of justice courts.

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

1. **Purpose.** The purpose of this Agreement is to grant the Tremonton City Justice Court jurisdiction to hear and adjudicate cases, including, but not limited to, class B and C misdemeanors, violations of City ordinances, small claims, and infractions, that originate within the territorial boundaries of Garland City, and to establish the terms and conditions for such services.

2. **Jurisdiction.**

a. Garland hereby authorizes the Tremonton City Justice Court to exercise jurisdiction over all cases arising within the territorial boundaries of Garland City, including, but not limited to:

i. Class B and C misdemeanors as defined by Utah Code § 76-3-104;

- ii. Violations of Garland City ordinances;
- iii. Small claims cases as provided under Utah Code § 78A-8-101 et seq.; and
- iv. Infractions as defined by Utah law.

b. Tremonton agrees that its Justice Court shall accept and adjudicate such cases in accordance with applicable Utah law and court procedures.

c. Tremonton's Justice Court shall have the same authority to hear and determine cases originating in Garland as it has for cases originating in Tremonton City, subject to all applicable provisions of Utah law, including Utah Code § 78A-7-106.

3. **Term.** This Agreement shall commence on the date of execution by both Parties and shall continue for a term of five (5) years, unless terminated earlier as provided herein. The Agreement shall automatically renew for additional five (5) year terms unless otherwise terminated under the terms of this Agreement.

4. **Compensation.**

a. Garland shall pay Tremonton an annual fee of \$6,000.00, for the judicial services provided under this Agreement, payable in monthly installments of \$500.00 per month, due on the sixth day of each month, beginning August 1, 2026.

b. Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter, the amounts payable under this Agreement shall be adjusted by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, published by the U.S. Bureau of Labor Statistics, measured from the most recently published index available as of the Effective Date anniversary compared to the index published twelve (12) months earlier. In no event shall the adjustment decrease the amounts payable under this Agreement.

c. The fee may be adjusted annually by mutual agreement of the Parties to reflect changes in the cost of providing judicial services, provided that any adjustment shall be agreed upon in writing at least sixty (60) days prior to the effective date of the adjustment.

d. Payments shall be made to: Tremonton City, Attn: City Manager, 102 S. Tremont St., Tremonton, UT 84337.

5. **Administration and Records.**

a. Tremonton shall maintain records of all cases adjudicated under this Agreement, including case filings, dispositions, and any fines or fees collected, in accordance with Utah law.

b. Tremonton shall provide Garland with quarterly reports summarizing the number and type of cases handled, including any fines or fees collected on behalf of Garland.

c. Any fines or fees collected from cases originating in Garland City shall be split 50/50 between Garland and Tremonton, unless otherwise agreed in writing.

d. Tremonton shall provide the Judge, Prosecuting Attorney, Public Defender, Victims Advocate, Court Clerks, Bailiffs, and any other court personnel as needed.

6. Liability and Indemnification.

a. Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents in connection with this Agreement.

b. Tremonton shall indemnify and hold harmless Garland from any claims, damages, or liabilities arising from Tremonton's negligence or willful misconduct in performing judicial services under this Agreement.

c. Garland shall indemnify and hold harmless Tremonton from any claims, damages, or liabilities arising from Garland's negligence or willful misconduct in connection with this Agreement.

7. Termination

a. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party.

b. Upon termination, Tremonton shall complete adjudication of any pending cases originating in Garland, unless otherwise agreed in writing.

c. In the event of termination, Garland shall pay Tremonton for all services rendered up to the date of termination, prorated, as necessary.

8. **Insurance.** Each Party shall maintain general Liability insurance or self-insurance in an amount sufficient to cover its obligations under this Agreement, consistent with Utah law. Upon request, each Party shall provide proof of such insurance to the other Party.

9. **Compliance with Law.** The Parties shall comply with all applicable federal, state, and local laws, including, but not limited to, the Interlocal Cooperation Act (Utah Code § 11-13-101 et seq.) and the Utah Justice Court statutes (Utah Code § 78A-7-101 et seq.)

10. **Dispute Resolution.** Any disputes arising under this Agreement shall first be addressed through good-faith negotiations between the Parties. If the dispute cannot be resolved within thirty (30) days, the Parties may pursue mediation or other legal remedies as provided by Utah law.

11. **Notices.** All notices required under this Agreement shall be in writing and delivered to:

For Garland:

Garland City
Attn: City Recorder
72 North Main Street
Garland, UT 84312

For Tremonton:

Attn: City Recorder
102 S. Tremont St.
Tremonton, UT 84337.

12. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.

13. **Amendment.** This Agreement may be amended only by a written instrument signed by both Parties.

14. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

16. **Independent Review.** Each Party acknowledges that it has had the opportunity to review this Agreement with legal counsel and enters it freely and voluntarily.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

TREMONTON CITY, UTAH

By: _____

Bret Rohde, Mayor

ATTEST:

Cynthia Nelson

City Recorder

GARLAND CITY, UTAH

By: _____

Daniel Austin, Mayor

ATTEST:

Whitney Eggleston

City Recorder

MEMORANDUM

TO: Tremonton City Council

FROM: Tremonton Community Development Staff

SUBJECT: Application # - 26.019 Fisher Annexation

SUMMARY: A request for a determination regarding annexation of property located at 3101 W 1000 N

In reviewing the request, staff finds that the subject property is not eligible for annexation under Chapter 1.34 – Annexations, as it is surrounded by unincorporated property boundaries and does not constitute a contiguous unincorporated area to be annexed. Pursuant to Section 1.34.040(B), annexations must consist of a contiguous unincorporated area that is contiguous to the municipality and must not create or result in an unincorporated island or peninsula. Because the subject property exists as an unincorporated island within City boundaries, it does not meet the applicable criteria for annexation. Staff has prepared the following finding for consideration by the Council:

Finding:

1. *That the subject property is an unincorporated island surrounded by unincorporated county area.*

STAFF RECOMMENDATION

Based on the above findings, staff recommends denial of the request.

RECOMMENDED MOTION

Sample Motion for Denial – ““I move we recommend denial to the City Council of application number 26.019, Fisher Annexation, to not annex property located at 3101 W 1000 N, based on the findings listed in the memorandum dated June 9, 2026.”

ATTACHMENTS:

Attachment “A”: Annexation Application

Attachment "A": Annexation Application

Tremonton Community Development

Printed: 05/28/2026

26.019 Fisher Annexation

Permit/License #

05/26/2026 - 05/25/2027

6519508

Legislative Actions

Reference Number

General

5a8a37b0-5941-11f1-9f20-91195d43d46b

Application Status

Status

Under Review

Active

Application Review Status

Pre-Review	Approved	Date Submitted
Community Development	Not Reviewed	05/26/2026
City Attorney	Not Reviewed	
Neighborhood Partnership Initiative	Not Reviewed	
Planning Commission	Not Reviewed	
City Council	Not Reviewed	
City Recorder	Not Reviewed	
GIS Mapping	Not Reviewed	
Final-Review	Not Reviewed	

Fees

There are no fees

Payments

There are no payments

Application Form Data

(Empty fields are not included)

Application Type

Annexation

Project Name

26.019 Fisher Annexation

Request Type

I'm Applying for an Official Denial Letter

Applicant First Name

Brandy

Applicant Last Name

Fisher

Applicant Email

Applicant Phone Number

Mailing Address

City

TREMONTON

State

UT

Zip Code

84337

Are you the property owner?

Yes

Upload a notarized affidavit

☐ **Pre-Approval Letter - Mr. and Mrs. Fisher.pdf**

File Upload

☐ **Pre-Approval Letter - Mr. and Mrs. Fisher.pdf**

General Location of the Property

3101 W 1000 N

Main Parcel Tax ID Number

050550202

Main Parcel Market Value

1250000

Are there additional parcels involved in this annexation?

No

Zone

RR-1 Residential

Total Acreage of the Property

5.03

Number of Lots or Units

1

Surrounding Land Uses

mixed

Is the area part of an Agricultural Protection Area?

No

Upload Notice of Intent Certification from the Box Elder County Clerk

☐ Pre-Approval Letter - Mr. and Mrs. Fisher.pdf

Upload Property Legal Description(s)

☐ Pre-Approval Letter - Mr. and Mrs. Fisher.pdf

Upload an Accurate and Recordable Final Plat Map

☐ Pre-Approval Letter - Mr. and Mrs. Fisher.pdf

Upload Letters of Support (for a joint title, both members must sign and date the letters of support)

☐ Pre-Approval Letter - Mr. and Mrs. Fisher.pdf

I attest that I understand and agree to these conditions: There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Tremonton City. If you choose to withdraw your signature, you shall do no later than 30 days after Tremonton City receives notice that the petition has been certified

✓

Signature

Pre-Review Disclaimer

The Zoning Administrator may take a project out of Pre-Review Status to allow the City Attorney to review to determine that all submittal items contain the required information necessary to be considered a complete application. While the application may be out of pre-review this does not constitute a complete application until such time as the City Attorney provides a memo stating all items are present.

Applicant Certification

I certify under penalty of perjury that this application and all information submitted as part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Tremonton City may rescind any approval or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Tremonton City Land Use Code and that the checklist contained in this application represents minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I acknowledge that I have reviewed and understand the section from the Consolidated Fee Schedule and hereby agree to comply with this resolution. I also agree to allow staff, the Design Review Committee, Planning Commission, City Council, or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Electronically Signed

Brandy Fisher - 05/26/2026 2:27 pm

Internal Notes

05/26/2026 16:06 pm - Jeremy Lance

Removal of fees is based on recommendation from the City Recorder and Mayor due to this item qualifying for automatic denial. The intent is of this form is to have a record of contact information for the applicant and a record of the decision made at City Council.

05/28/2026 17:02 pm - Jeremy Lance

Property Owner Affidavit

Draft Minutes

TREMONTON CITY CORPORATION CITY COUNCIL MEETING MAY 19, 2026

Members Present:

Kristie Bowcutt
Brent Jex
Beau Lewis
Sharri Oyler
Blair Westergard
Bret Rohde, Mayor
Linsey Nessen, City Manager
Cynthia Nelson, City Recorder

CITY COUNCIL WORKSHOP

Mayor Rohde called the May 19, 2026 City Council Workshop to order at 5:33 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Rohde, Councilmembers Bowcutt, Jex, Lewis, Oyler, and Westergard, Manager Nessen, and Recorder Nelson. Also in attendance were department heads Zoning Administrator ChrisDean Epling, Community Services Director Zach LeFevre, Police Chief Dustin Cordova (arrived at 6:33 p.m.), Fire Chief Jeff Jarrow (left at 6 p.m.), Planner Jeremy Lance, Finance Director Jami Heiner, and Finance Director Curtis Roberts (arrived at 6 p.m., left at 6:57 p.m.).

1. Call to Order and Declaration of Conflict of Interest
2. Council Reports and Updates

Director Mackley provided an updated on the treatment plant and what could be improved to avoid smell and failures in the future.

Councilmember Lewis said we will get an update on the Main Street Committee and get on the agenda for a report. It is exciting to start seeing some movement.

Director LeFevre then discussed projects underway. The stage has been framed for storage for the library. We are waiting on siding to get that finished. The Jeanie Stevens parking lot will be sealed next Wednesday. Reconstruction of the back portions of the trail have been completed. Upcoming events include the America 250 Gold Star Walk. We are working with the American Legion on that and have our Memorial Day service. We will put the names of the Gold Star families at Midland Square. The splash pad usually opens around that time, so we are getting that prepped and want to repaint it. Several of the department heads and I have made revisions to the Parks and Rec Trails Open Space Master Plan. That is coming soon. It will be taken to the Planning Commission for recommendation then will come to the Council for approval. We hope to have that adopted by next month. They also reviewed vandalism in the bathrooms and how they can limit that. This includes plans to update the locks with technology to automatically lock and unlock those.

Draft Minutes

Chief Jarrow said we are good. We hired two more firefighters to replace the ones that left and are fully staffed. We are just getting them trained. We hired two part-timers as well. We have been trying to fill those spots since January, which has been difficult, but we are on the upside. We are just running calls and taking care of business like normal.

Councilmember Oyler said the library is having their summer kickoff party on May 29, from 4 to 7 p.m. The Council has been asked to cook hot dogs. They will have other activities. The food pantry is doing great and has a good supply. Last month they served 170 families.

Councilmember Westergard asked about group homes in the area. I do not know the rules and think we ought to make sure they have their licenses and meet our ordinances. After some discussion, Mayor Rohde said we will get our enforcement officer to follow up on that.

Councilmember Lewis said we are trying to get permissions to see more of the sales tax data so we can do audits on sales tax leakage. Things like this, where there is a business permit, means there is revenue at some level the City is missing out on. We are just going to make sure we are not missing out on those types of things. Councilmember Oyler said on the City Council wages, I think it needs to stay the same. It is not that big of a difference and is one of the perks of being on the Council. Mayor Rohde said we did some research and to make the suggested change would cost an additional \$80,000. It would cost more to do a stipend that is equal for all councilmembers. Knowing that, we are fine staying where we are at. There is no reason to add that to the budget.

3. Presentations:
 - a. **Title:** Discussion on CAPSA—Josh Thompson

Mr. Thompson said I wanted to introduce myself and discuss the things we are doing in your neighborhood. We are building in Garland and will absolutely be serving residents of Tremonton. CAPSA is currently located in Logan, but we do not define boundaries for survivors of sexual assault or domestic violence. One of the reasons why we are building is because last year 10% of our clients came from outside of Cache County. We have expanded into Franklin County, Idaho, and in 2024, land behind Doctor Schow's office was donated to us. We have seen an increase of cases and decided we need to put the services closer. We often ask, why do people not leave these situations and one of the reasons is because they have nowhere to go. Housing is a challenge for everybody. We have been awarded \$3.5 million from the state to create housing for this purpose. We plan to build a couple of fourplexes for transitional housing. This will be a place survivors can go for up to two years as they rebuild their lives. It is something that helps them get stable and independent so they can move on. We are doing what we can to make sure we are building the right partnerships as well. We have an advisory board that is made up of citizens from Northern Box Elder County. We are also coordinating and collaborating with New Hope Crisis in Brigham City. We want all resources available for survivors in all areas. Here is a list of the services we provide. We are also in the schools to create healthy relationships and are trying to do preventive work. We want to help stop abuse before it even happens.

Draft Minutes

- b. **Title:** Strategic direction on the first two pillars

Mayor Rohde moved this strategy discussion to the City Council portion of the meeting.

- c. **Title:** Discussion of water rates

Director Roberts said last time we delivered a pretty blunt message. We have since gone through and analyzed bond covenants, water usage, and water rate structure. We can have a 15% variance in water revenues if based off culinary usage. If culinary is used outside and you have a really wet fall, people do not water as much outside and revenues drop. That also happens with a wet spring. You have to apply them for bond covenants to make sure we are prepared for those timeframes. If you have a year similar to this year, people are thinking conservation. When things are extremely hot and dry, there is a lot of water usage, and those revenues go up. We are trying to nail this sweet spot for bond compliance and have to consider what happens each year. We want to ensure we do not have bond compliance issues and are trying to fit this happy medium. The rate we are presenting would make us feel very confident regardless of weather patterns, fluctuates with secondary versus culinary use, and could be divided multiple ways. We suggest increasing the base amount for culinary \$5 per month. We have not adjusted that for seven years. Under this idea, the tiers would stay the same. This is just to get us in bond compliance. Our proposal would also include a commitment by the Council to analyze impact fees. In conjunction with that, you develop the capital facilities plan so what is being added for growth helps. We would also want to study the repair and replacement of the capital projects plan. Next year, we could fine-tune this adjustment and see what additional changes may be needed. Now that the City has a full-time finance director, she has the ability to monitor and keep more tabs on this because more hours are being committed to finances. We can look at things and do projections of what is happening as people switch over from culinary to secondary because there is some impact there. What adjustments should be made, if any, to the secondary rates. The Council should also consider how to encourage the transition from culinary to secondary. The point of creating a secondary system was to free up culinary usage so we have more culinary water to satisfy other demands. We will not have to do a whole lot of meter upgrades because the City already has secondary water metered. Tremonton is ahead of the game when it comes to that. That is kudos to the leadership of the Council. As we prepare for that aspect, we will not have to do a whole bunch of meter upgrades, but we really do need to make sure we satisfy bond compliance.

Director Roberts said there is also much concern about the treatment plant. I would propose a \$1 per month per connection increase to the treatment plant. We have had a lot of discussion trying to balance this up. I would like to increase a dollar for sewer as well. After some discussion, Mayor Rohde said I like your approach. Let us see what this whole system does as we try to gather all this data and how that affects us. I think there are some really good ideas behind that. Then we can make even stronger decisions when we have that data. Let us do what we have to do now, get the rest of our data put together, and then make some decisions again next year. Director Roberts said we really are trying

Draft Minutes

to minimize the impact to the citizens, but also guarantee we do not create a problem with the bond. We went through multiple scenarios and ideas to balance it out.

Director Roberts mentioned three reports he wants the Council to consider in conjunction with the rates. A capital facilities plan, a capital projects plan, and impact fee study. We just got a general plan update grant and are in the process of writing what we want to use the money for (\$93,000). After some discussion, Manager Nessen said we have given people a year to hook onto secondary water once it is available in front of their house. We think we also have given another year before charging the higher penalty rate. Is that what the Council wants us to do? They discussed the process of connecting and converting to the secondary system. There is a \$10 charge regardless of if the water is being used and the rate is based on usage. Mayor Rohde said put this all together in a resolution and get it ready for our next meeting for discussion.

If approved these new rates would go into effect July 1. The Council agreed they need to make an effort to get the word out to citizens about the changes.

d. Title: RES 26-28 Amending Section II Purchasing Policy & Contracts

Manager Nessen said we have made some new positions and technically those are not allowed, as of yet, to sign purchase orders. I am just cleaning this up and adding things. I got rid of the assistant city manager and added the finance director position. I got rid of the community development director and added building officials, code administrator, emergency manager, public works operation manager, and zoning administrator to be able to sign purchase orders, up to those limits. That is all I am changing. We have department heads who should be able to sign these, so we are making it official.

e. Title: Discussion on updating Land Use Codes

Administrator Epling said we want to have a discussion on these changes and then we will put together a resolution. Planner Lance said with us being new, we are in a journey of discovery how to best fill our roles and positions in our daily work, both interfacing with City administration and the public. The code is our guideline and standard that we follow. In our reviews, we have found contradictory language and difficulty in enforcement of some of the sections. We have found instances where we have either missed or are out of compliance with State directives. There is a vacancy of language in code that does not jive with things from the fee schedule or best planning practices. We are looking for a directive. We do not have enough time to go through each one but would like to discuss the highest priority. The first one is the chapter on planned unit developments (PUDs). Administrator Epling said I have been going over this particular code with our attorney and there are some good things and things that are lacking. This is something we have really hashed out, trying to figure out what tools may be used. Planner Lance said the current PUD ordinance reflects a mix of legislative and administrative processes, creating internal conflicts and ambiguity and review authority and standards. Applicants are reading the code to see how they get from A to Z with the PUD code and it is difficult. We are trying to make it easier for applicants. The

Draft Minutes

recommended action from staff is a comprehensive rewrite of that code start to finish to try to make it establish a clear logical flow of how to get an applicant through to the establishment of a PUD overlay. We could also do an emergency repeal of that section to take it out of the code. Or repeal for now and then replace it with a different form of PUD ordinance to clearly define processes, authority and standards and to separate legislative and administrative functions as appropriate. Administrator Epling said our recommendation is a PC zone, which changes some fundamental things. Our attorney suggested to repeal and replace. We want to replace it with code that actually has been vetted by land use attorneys. That would shift the negotiating power from the internal staff. Right now, with the PUD, we get a development agreement and bring it to the Council as a package deal. There is not much room for negotiation. With the PUD they get extra density for X amount of whatever and if the Council wants to change things there is not much leeway because it mixes the administrative and legislative things together. The PC zone is labeled as an actual zone type. The developer will present their plan to you before they get their entitlements and before they go to the DRC. That all takes a lot of time, staff, and money. That is my biggest concern with the PUD, we are spending a lot of time to get these proposals to you and it is still a legislative action. Also, the developer is spending thousands of dollars to get their plans up to snuff and then to bring you a package deal that you may say yes or no to. This other way, they get their entitlements set up front. The developer gets to be creative, but the Council can negotiate the terms. The PUD is more of a blank check than the PC zone because the PC zone is strictly legislative. It is set in stone and then when they go back to the DRC, they have their zoning type and what they can do. The lawyer thought this was great because it has a clear distinction on legislative and administrative duties. Once they get their entitlements, it is easier to go through the administrative process. It is all administrative after that. It also positions the Council to make requests or say no because you have legislative discretion. In our opinion, this is the best way forward, especially for all the development that is coming. Mayor Rohde said it seems to allow the Council to have input on those densities. Right now, a lot of it feels like the density is being done behind our backs. Councilmember Lewis said this would go before the NPI so we would have community feedback along with all the details.

In addressing the other items, Administrator Epling said our code just needs to be updated. A lot of these high priorities are just to get us up to date with what the State has. We are going to take our time to create a good draft for your review. It will all be vetted by the attorney. Here is the list you can look over and email me suggestions. We will continue this discussion in future meetings. The one we will discuss now is our fee schedule. The way the fee schedule should work in planning is it should pay for what we do. When we have an application, it should pay for our work, which includes reviews from our engineering department. Currently, there are set fees for a final plat, preliminary plat, and legislation application. These fees do not accurately reflect the work. Developers are paying over \$10,000, which does not have any consideration for the little guy who is doing a one lot subdivision. They are all the same fees. Planner Lance said I see two ways forward of adjusting these fees and am looking for your thoughts. Instead of charging the fee we would do a bond. The smaller developer would pay upfront, get their reviews and then be reimbursed the difference. Any additional fees for engineering

Draft Minutes

and such would be passed on to the applicant to pay prior to recording. Administrator Epling said we would lower the overall fee to a minimum and then at closing would determine how much they owe for reviews. That way the fee actually represents the work. Planner Lance said I do not enjoy shaking down applicants for money right at the end of the process to get them to pay their fees. The bond is cooler because it is paid up front and I like refunding people. Administrator Epling said that would be an easy change on our fee schedule.

4. *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 6:57 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Rohde called the May 19, 2026 City Council Meeting to order at 7:01 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 Rohde, Councilmembers Bowcutt, Jex, Lewis, Oyler, and Westergard, City Manager Nessen, and City Recorder Nelson. Also in attendance were department heads Zoning Administrator ChrisDean Epling, Community Services Director Zach LeFevre, Police Chief Dustin Cordova, Planner Jeremy Lance, and Finance Director Jami Heiner.

1. Call to Order
2. Roll Call
3. Invocation by: Planner Lance
Pledge led by: Administrator Epling
4. Approval of Agenda:

Motion by Councilmember Lewis to approve the agenda of May 19, 2026, but add the workshop item about pillars and vision for discussion during this meeting. Motion seconded by Councilmember Jex. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - yes, Councilmember Westergard - yes. Motion approved.

5. Declaration of Conflict of Interest: None.

Draft Minutes

6. Citizen Engagement

Amanda Jones said someone I know said the water was not turned on at the Riverview Cemetery last year for Memorial Day for people to water their flowers. I just wanted to make sure that is turned on.

Chris Danvers said I listened to the workshop on secondary water and had some concerns, including getting communications out to the public about the costs of the meters, hookups, rates and increases, and penalties. I remember this discussion a year ago and nothing really got pushed out publicly. Are the landlords going to be penalized for not hooking their homes up or does that fall on the renters? A renter should not be penalized for something they just moved into or should not have to bear that burden. It should fall on the owner of the home. There are a lot of low-income families in town. I got a quote recently and it is upward of \$1,000 to get connected. With money leftover in Habitat for Humanity, maybe that could be used to help some of those families get connected to secondary. Everything else you guys are doing is great. I am impressed.

Debbie Brantner said I do not ever plan on using secondary water. I have a box, but I have a well. How do we prove we do not plan on using it and do not get charged extra on culinary water? Councilmember Westergard said it is based on usage so you would be fine. If you are not using it, you will not be charged. It was suggested she talk to City staff after the meeting.

Richard Benson said I just moved here two years ago and live in one of the most gorgeous neighborhoods in Holmgren. We moved here from Mississippi. Living here in these beautiful mountains is amazing. I love the small-town feel. I understand and appreciate progress. I have grandkids and love children. I am really concerned about the entrance and exit to the subdivision for Holmgren. Really large vehicles are going 40 mph through there for construction. I have seen little ones in diapers playing in the front yard and they just wander in the street and when you have that type of equipment coming through at that speed, they cannot stop. Could we get construction signs to detour and prevent them from coming down the private drive? Let them create their own ingress and egress. I just wanted you to be aware.

7. Notice of a public hearing on June 16, 2026 at 7:00 p.m. to approve the final budget

8. Unfinished Items from City Council Work Session

The Council had their discussion on strategic direction on the first two pillars. Mayor Rohde said the first two pillars are connecting to the good life and each other. Let us make a list of our priorities. Councilmember Westergard said we need to move on with Main Street. Councilmember Lewis said I am super excited about Main Street because a lot of work has been done over the years and we have got feedback through events and surveys. Now the Main Street Committee gets to take that data and get to work with the budget. I am excited about the Main Street project because of the events we can do. The words I would add to this would be experiences, gratefulness, and enjoyment. You really cannot put a price on experiences. Councilmember Bowcutt said one thing that really

Draft Minutes

resonated with me is what neighborhoods in Archibald Estates do, which is weekly activities. This is something I would love to see the NPI group take on to see how they can bring about community in their area. I also think activities need to be happening more at Shuman Park. That area is underutilized. We need to be doing anything that is family friendly. Councilmember Jex said crime will take away the good things a community has. The thing that allows for pillars one and two is we have to have a safe community in order to pull this stuff off. Councilmember Oyler said I love the things we have that bring our community together. For me it is just about community and family.

Director LeFevre said the pillar, the good life, has emotions like gratefulness and enjoyment. The strategic focus would be parks, recreational activities, youth programs, housing and growth management, along with quality-of-life amenities. Those are the kind of things that fall under the good life. I want to know what are some of the concerns you see and when a resident says they love living in Tremonton, what specific things are they grateful for? Are we actively protecting those things? Where is the gap and what should we be focusing on? A lot of people come here to get away from big city life, but residents still want big city services. Over the years we have spent a lot on big city services even though we are not a big city. We are providing a lot of things without the resources and people want more. Where is the tension showing up and where do we go or what do we have the most risk of losing by meeting every service? What are the concerns you are seeing? I am not saying we cut back on anything. I am just painting the narrative of where we are at and what this Council committed to. In 40 years, we have only raised property tax twice to keep up with big city services. Are we still committing to provide those and be a full-service city? If so, what are the concerns and gaps we see? What do we need to do to continue to offer those services? Councilmember Jex said I would not call them big city services. I would categorize them as our constitutional obligations to our citizens to provide that safety and security and things like that. My concern is we lack the willingness to do what it takes to make ourselves as safe as we can.

Councilmember Lewis said I think there is a difference between resources and resourcefulness. With the resources the Parks and Rec department has been given to provide experiences and this type of an environment, you have been super resourceful. We have an incredible Parks and Rec department doing a lot with very little. The conflicting narrative I hear is that people want a rec center and more parks, but there is a lack of budget for those. How do you provide the resources when there are limited budget and people say do not touch our property taxes. That is a conflicting demand. We can agree that we do have a lack of facilities to provide the services that lure others to town. We could increase our tournaments. We have to figure out how to fund things. I think we need to leave it up to the public with a proposal of a RAP tax and let them decide what they want to do. We need to understand what the public is willing to invest in.

Mayor Rohde said staff is asking us to get these out for them to give direction. Director LeFevre said these are going to be high level goals. In the future, what do we want? One of the biggest concerns from the wellness survey two years ago was opportunity for youth. How important is that going to be to us to provide that? The goal of this conversation is to get our priorities set. We want four or five strategic priorities from each

Draft Minutes

pillar and then move from there. The highest priority will get the highest funding and it just trickles down. They would continue this discussion in future meetings.

9. Consent Agenda - Any Councilmember may request an item be removed for separate discussion – Roll Call Vote
 - a. Approval of minutes – April 10, 2026 & May 5, 2026
 - b. Approval of Resolution No. 26-28 Amending Section II Purchasing Policy & Contracts

Motion by Councilmember Oyler to approve the Consent Agenda with the change to the stop time of the April 10, minutes being 11:45 a.m., not p.m.). Motion seconded by Councilmember Bowcutt. Roll Call Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - yes, Councilmember Westergard - yes. Motion approved.

10. Reports and Calendar
 - a. City Leadership Report: None
 - b. Upcoming Calendar Items

Mayor Rohde said this Thursday at 10:30 a.m., we will be here for the Special Olympic Torch Run. May 23 is the USA 250 Gold Star Memorial Walk at 9 a.m. May 29 is the library summer kickoff party 4-7 p.m. The Council has been asked to cook hot dogs. June 20 is the Mugs and Bananas Drag Night. The Farmers Market will be hosted by businesses in town each month at Shuman Park. There is also an outdoor adventure challenge for youth. Today I went to a presentation at the high school and one was about affordable housing. I asked them to present at our next meeting. Director LeFevre and I went to Washington, D.C. last week and got to spend time with our officers. It was an amazing time and fun to get to know them on a different level and to participate in such a special occasion.

Mayor Rohde said we will now move into a Closed Meeting to discuss some litigation concerns.

Motion by Councilmember Lewis to move into closed meeting. Motion seconded by Councilmember Jex. Roll Call Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - yes, Councilmember Westergard - yes. Motion approved.

The Council moved into a closed meeting at 7:48 p.m.

11. **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*

Draft Minutes

Motion by Councilmember Oyler to return to open meeting. Motion seconded by Councilmember Bowcutt. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - yes, Councilmember Westergard - yes. Motion approved.

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

12. Adjournment.

Motion by Councilmember Bowcutt to adjourn the meeting. Motion seconded by consensus of the Council. Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - 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 _____, 2026.

Cynthia Nelson, City Recorder

TREMONTON CITY CALENDAR ITEMS

June 2, 2026

- June 13th Summer Concert 6-8pm @ Shuman Park – Relics
- June 20 Mugs & Bananas Drag Night
- June 27 Summer Concert 6-8pm @ Shuman Park - Opie's Alumni Band
- Farmer's Market hosted by businesses in town. Held 1st Saturday of each month at Shuman Park from 10-2 during May-September.
 - Outdoor Adventure Challenge – please visit <https://www.recreation.utah.gov/utah-every-kid-outdoors> for more details