



**Tremonton City Corporation
City Council Meeting
October 6, 2026
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

TOUR OF COMMUNITY DEVELOPMENT AND FIRE DEPARTMENT

5:00 p.m.

AMENDED CITY COUNCIL WORKSHOP AGENDA

6:00 p.m.

1. Call to Order and Declaration of Conflict of Interest
2. Council Reports and Updates – 5 minutes
3. Presentations:
 - a. **Title:** Discussion of Tremonton City Parking Options
Presenter: Kirk Ward
Estimated Time: 5 minutes
 - b. **Title:** Discussion of approving an On-Premise Bar & Grill License for Pete's Bar and Grill - Kevin Hoesel
Presenter: Michelle Rhodes
Estimated Time: 5 minutes
 - c. **Title:** Discussion of RES 26-60 amending the Fees and Fines Schedule
Presenter: Michelle Rhodes
Estimated Time: 5 minutes
 - d. **Title:** Discussion of ORD 26-20 amending Title 3-975 Citizens Advisory Committee and appointing Christopher Danvers to serve as chair
Presenter: Mayor Rohde
Estimated Time: 5 minutes
 - e. **Title:** Discussion of RES 26-61 approving vendor to create General Plan
Presenter: Community Development
Estimated Time: 10 minutes
 - f. **Title:** Discussion of ORD 26-21 Heritage Country Rezone
Presenter: Community Development
Estimated Time: 5 minutes
 - g. **Title:** Discussion of RES 26-62 Personnel Policies & Procedures Section XVI Benefits Committee
Presenter: Manager Nessen
Estimated Time: 5 minutes

- h. **Title:** Discussion on Critical Infrastructure
Presenter: Carl Mackley
Estimated Time: 20 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 of Allegiance:
- 4. Approval of Agenda
- 5. Declaration of Conflict of Interest
- 6. Presentations:
 - a. Citizen Recognition for Jim Hess – Fire Department
 - b. Contribution Recognition to Tremonton City from Box Elder School District – Jamie Kent
 - c. Tremonton City Citizenship Award to Elementary and Intermediate Students
- 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 Business from Work Session

9. Consent Agenda - Any Councilmember may request an item be removed for separate discussion – Roll Call Vote
 - a. Approval of minutes – City Council - September 15, 2026 & Town Hall - September 24, 2026
 - b. Approval of On-Premise Bar & Grill License for Pete’s Bar & Grill
 - c. Approval of Resolution No. 26-60 Amending Fees & Fines Schedule
 - d. Approval of Resolution No. 26-61 Approving Vendor to create General Plan
 - e. Approval of Resolution No. 26-62 Amending Personnel Policies & Procedures Section XVI – Benefits Committee
10. Strategic Business (Ordinances & Policies)
 - a. Discussion and consideration of adopting ORD 26-20 amending Title 3-975 Citizens Advisory Committee
Presented by: Community Development
Technical Questions (Clarification only)
Public Input: 3 minutes per individual
Council Debate and Motion
 - b. Discussion and consideration of adopting ORD 26-21 Heritage Country Rezone
Presented by: Community Development
Technical Questions (Clarification only)
Public Input: 3 minutes per individual
Council Debate and Motion
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

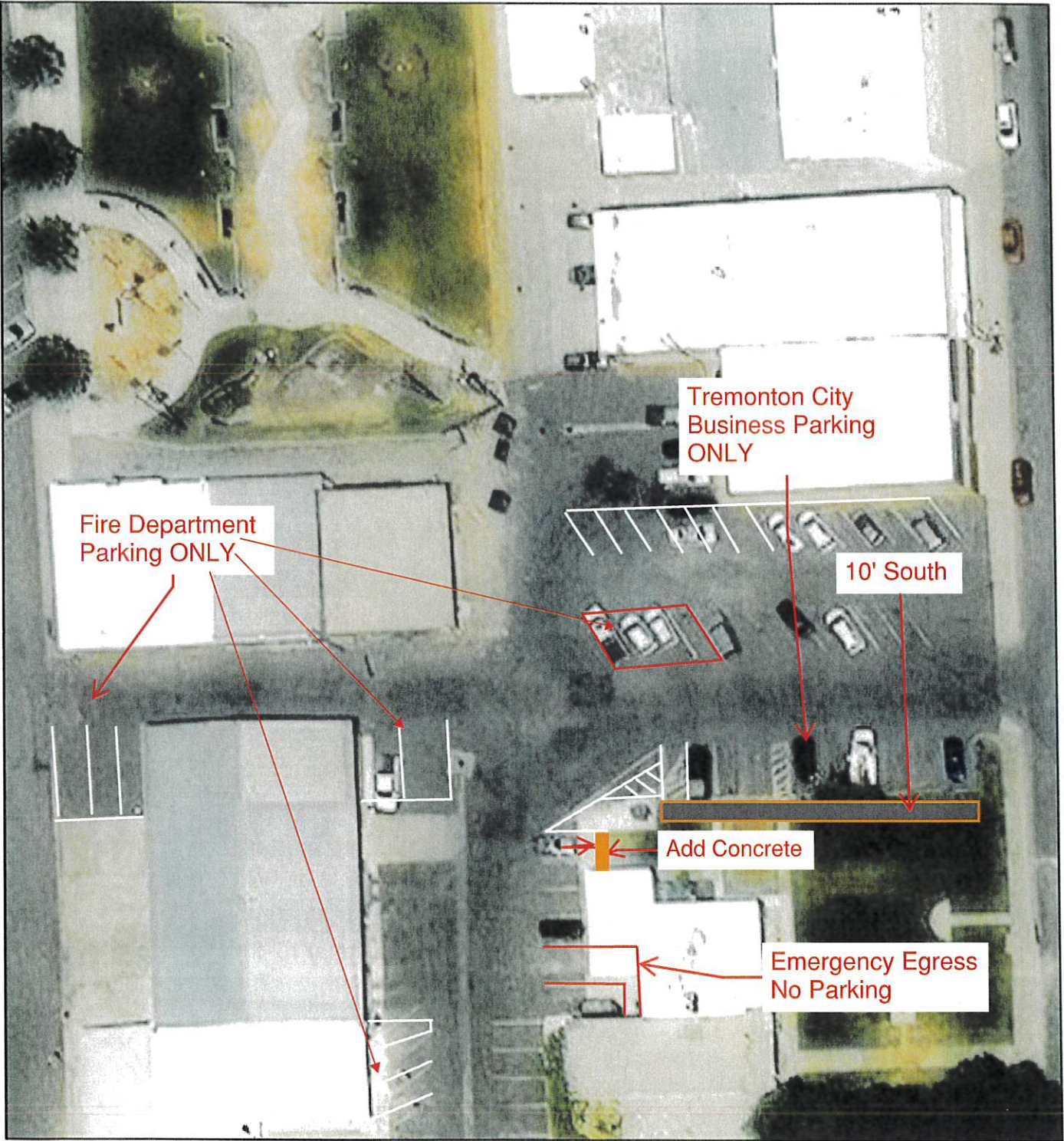
Anchor location for Electronic Meeting by Telephone Device. With the adoption of Ordinance No. 13-04, the Council may participate per Electronic Meeting Rules. Please make arrangements in advance.

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.

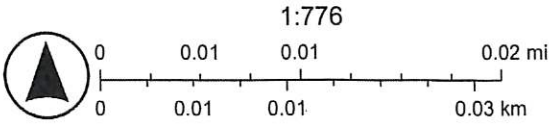
This meeting will be lived streamed via YouTube at <https://www.youtube.com/@tremontoncity>

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 5th day of October, 2026

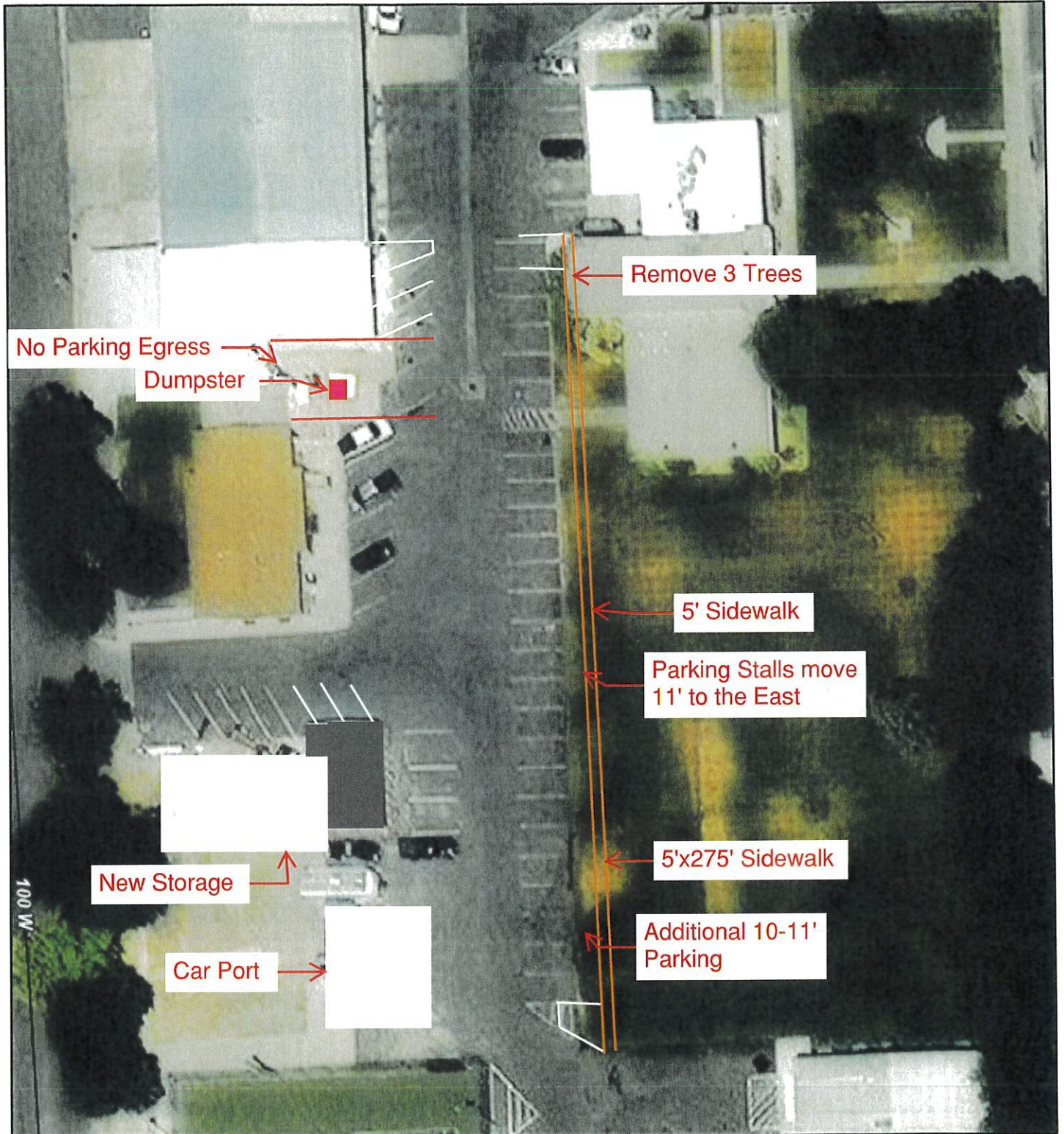
Cynthia Nelson, CITY RECORDER



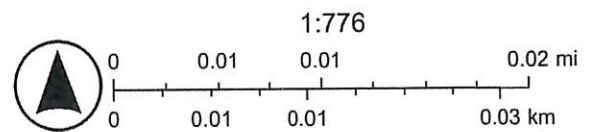
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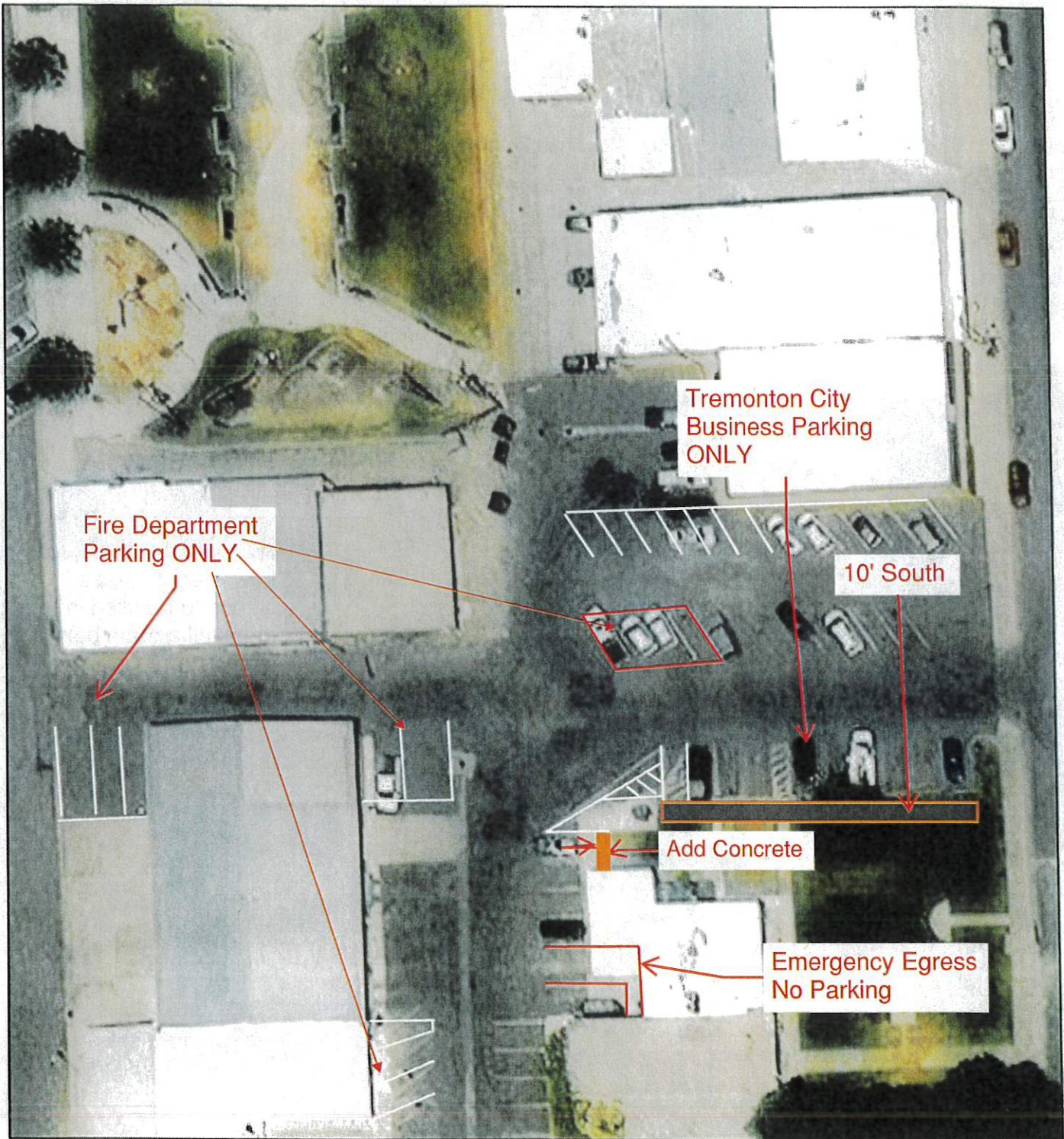
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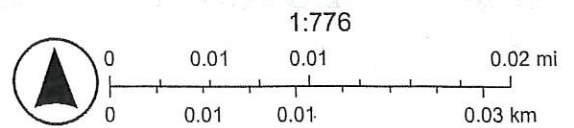
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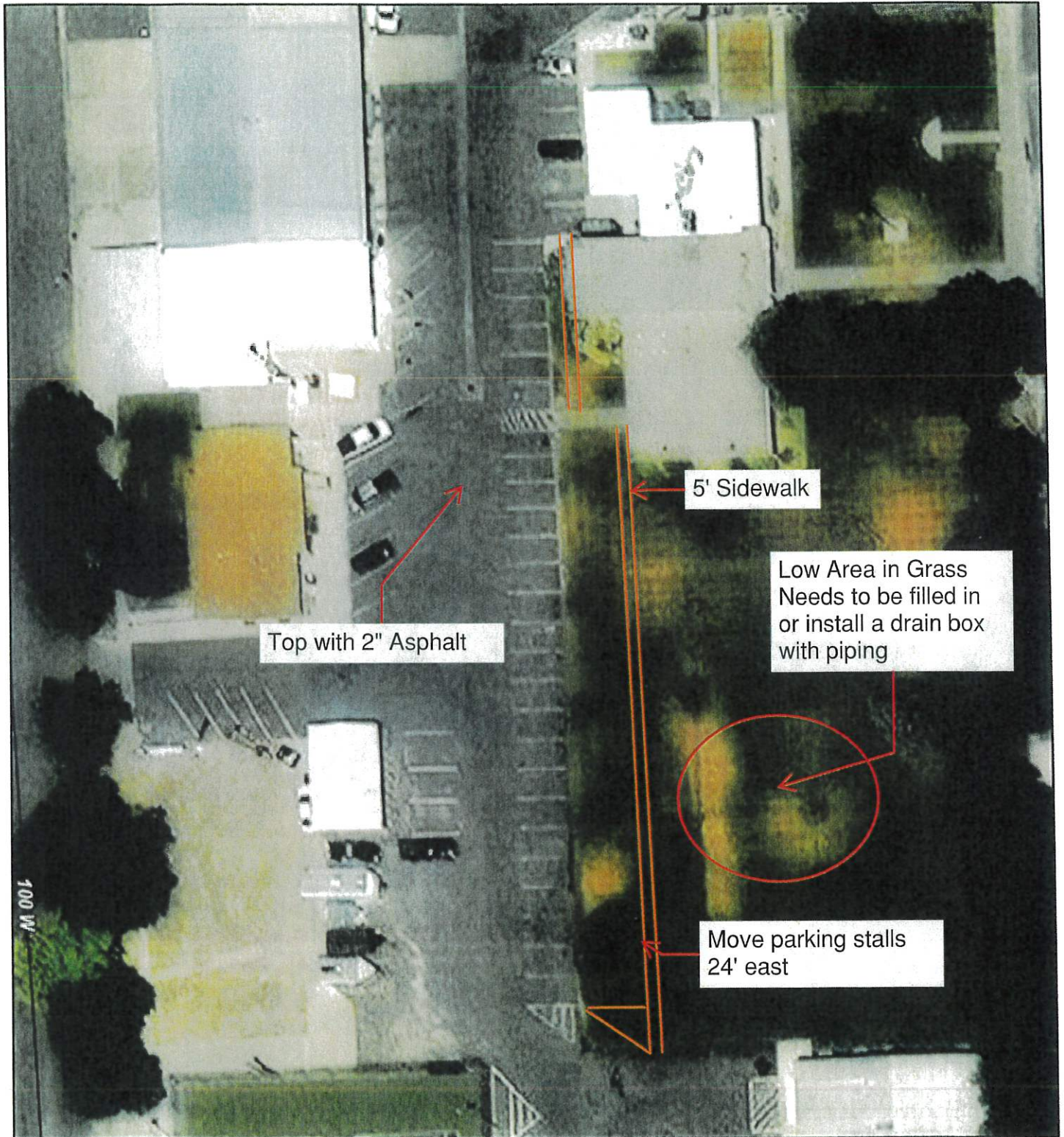


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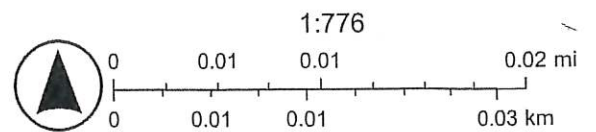


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Kevin Hoesel would like to get approval for a local consent application.

This is for a local establishment at location 105 W Main St.

This is for a "Bar & Grill" (Full sit-down menu with alcoholic beverages)

Please see proximity restrictions and [Utah Code Section 32B-1-102](#), along with google earth measured distance.

<< Previous Section (32B-1-101) Download Options PDF | RTF | XML Next Section (32B-1-103) >>

Index Utah Code
Title 32B Alcoholic Beverage Control Act
Chapter 1 Alcoholic Beverage Control General Provisions
Part 1 General Provisions
Section 102 Definitions. (Effective 5/6/2026)

Effective 5/6/2026

32B-1-102. Definitions.

As used in this title:

- (1) "Airport lounge" means a business location:
 - (a) at which an alcoholic product is sold at retail for consumption on the premises;
and
 - (b) that is located at an international airport or domestic airport.
- (2) "Airport lounge license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 5, Airport Lounge License.
- (3) "Alcoholic beverage" means the following:
 - (a) beer; or
 - (b) liquor.
- (4) (a) "Alcoholic product" means a product that:
 - (i) contains at least .5% of alcohol by volume; and
 - (ii) is obtained by fermentation, infusion, decoction, brewing, distillation, or other process that uses liquid or combinations of liquids, whether drinkable or not, to create alcohol in an amount equal to or greater than .5% of alcohol by volume.
 - (b) "Alcoholic product" includes an alcoholic beverage.
 - (c) "Alcoholic product" does not include any of the following common items that otherwise come within the definition of an alcoholic product:
 - (i) except as provided in Subsection (4)(d), an extract;
 - (ii) vinegar;
 - (iii) preserved nonintoxicating cider;

- (iv) essence;
 - (v) tincture;
 - (vi) food preparation; or
 - (vii) an over-the-counter medicine.
- (d) "Alcoholic product" includes an extract containing alcohol obtained by distillation when it is used as a flavoring in the manufacturing of an alcoholic product.
- (5) "Alcohol training and education seminar" means a seminar that is:
- (a) required by Chapter 1, Part 7, Alcohol Training and Education Act; and
 - (b) described in Section 26B-5-205.
- (6) (a) "Amphitheater" means an outdoor, multi-use performance venue that:
- (i) is primarily used to present live entertainment, including music, dance, comedy, and theater;
 - (ii) has the capacity to hold over 10,000 patrons; and
 - (iii) is located in a county of the first class.
- (b) "Amphitheater" does not include a space that is used to present sporting events or sporting competitions.
- (7) "Arena" means an enclosed building:
- (a) that is managed by:
 - (i) the same person who owns the enclosed building;
 - (ii) a person who has a majority interest in each person who owns or manages a space in the enclosed building; or
 - (iii) a person who has authority to direct or exercise control over the management or policy of each person who owns or manages a space in the enclosed building;
 - (b) that operates as a venue; and
 - (c) that has an occupancy capacity of at least 12,500.
- (8) "Arena license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 8c, Arena License Act.
- (9) "Banquet" means an event:
- (a) that is a private event or a privately sponsored event;
 - (b) that is held at one or more designated locations approved by the commission in or on the premises of:
 - (i) a hotel;
 - (ii) a resort facility;
 - (iii) a sports center;
 - (iv) a convention center;
 - (v) a performing arts facility;
 - (vi) an arena;
 - (vii) a restaurant venue; or

- (viii) an amphitheater;
 - (c) for which there is a contract:
 - (i) between a person operating a facility listed in Subsection (9)(b) and another person that has common ownership of less than 20% with the person operating the facility; and
 - (ii) under which the person operating a facility listed in Subsection (9)(b) is required to provide an alcoholic product at the event; and
 - (d) at which food and alcoholic products may be sold, offered for sale, or furnished.
- (10) (a) "Bar establishment license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 4, Bar Establishment License.
- (b) "Bar establishment license" includes:
- (i) a dining club license;
 - (ii) an equity license;
 - (iii) a fraternal license; or
 - (iv) a bar license.
- (11) "Bar license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 4, Bar Establishment License.
- (12) (a) "Beer" means a product that:
- (i) contains:
 - (A) at least .5% of alcohol by volume; and
 - (B) no more than 5% of alcohol by volume or 4% by weight;
 - (ii) is obtained by fermentation, infusion, or decoction of:
 - (A) malt; or
 - (B) a malt substitute; and
 - (iii) is clearly marketed, labeled, and identified as:
 - (A) beer;
 - (B) ale;
 - (C) porter;
 - (D) stout;
 - (E) lager;
 - (F) a malt;
 - (G) a malted beverage; or
 - (H) seltzer.
- (b) "Beer" may contain:
- (i) hops extract;
 - (ii) caffeine, if the caffeine is a natural constituent of an added ingredient; or
 - (iii) a propylene glycol-, ethyl alcohol-, or ethanol-based flavoring agent that:
 - (A) is used in the production of beer;

(B) is in a formula approved by the federal Alcohol and Tobacco Tax and Trade Bureau after the formula is filed for approval under 27 C.F.R. Sec. 25.55; and

(C) does not contribute more than 10% of the overall alcohol content of the beer.

(c) "Beer" does not include:

(i) a flavored malt beverage;

(ii) a product that contains alcohol derived from:

(A) except as provided in Subsection (12)(b)(iii), spirituous liquor; or

(B) wine; or

(iii) a product that contains an additive masking or altering a physiological effect of alcohol, including kratom, kava, cannabidiol, or natural or synthetic tetrahydrocannabinol.

(13) "Beer-only restaurant license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 9, Beer-Only Restaurant License.

(14) "Beer retailer" means a business that:

(a) is engaged, primarily or incidentally, in the retail sale of beer to a patron, whether for consumption on or off the business premises; and

(b) is licensed as:

(i) an off-premise beer retailer, in accordance with Chapter 7, Part 2, Off-Premise Beer Retailer Local Authority; or

(ii) an on-premise beer retailer, in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 7, On-Premise Beer Retailer License.

(15) "Beer wholesaling license" means a license:

(a) issued in accordance with Chapter 13, Beer Wholesaling License Act; and

(b) to import for sale, or sell beer in wholesale or jobbing quantities to one or more retail licensees or off-premise beer retailers.

(16) "Billboard" means a public display used to advertise, including:

(a) a light device;

(b) a painting;

(c) a drawing;

(d) a poster;

(e) a sign;

(f) a signboard; or

(g) a scoreboard.

(17) "Brewer" means a person engaged in manufacturing:

(a) beer;

(b) heavy beer; or

(c) a flavored malt beverage.

- (18) "Brewery manufacturing license" means a license issued in accordance with Chapter 11, Part 5, Brewery Manufacturing License.
- (19) "Certificate of approval" means a certificate of approval obtained from the department under Section 32B-11-201.
- (20) "Chartered bus" means a passenger bus, coach, or other motor vehicle provided by a bus company to a group of persons pursuant to a common purpose:
 - (a) under a single contract;
 - (b) at a fixed charge in accordance with the bus company's tariff; and
 - (c) to give the group of persons the exclusive use of the passenger bus, coach, or other motor vehicle, and a driver to travel together to one or more specified destinations.
- (21) "Church" means a building:
 - (a) set apart for worship;
 - (b) in which religious services are held;
 - (c) with which clergy is associated; and
 - (d) that is tax exempt under the laws of this state.
- (22) "Commission" means the Alcoholic Beverage Services Commission created in Section 32B-2-201.
- (23) "Commissioner" means a member of the commission.
- (24) "Community location" means:
 - (a) a public or private school as defined in Subsection (118);
 - (b) a church;
 - (c) a public library;
 - (d) a public playground; or
 - (e) a public park.
- (25) "Community location governing authority" means:
 - (a) the governing body of the community location; or
 - (b) if the commission does not know who is the governing body of a community location, a person who appears to the commission to have been given on behalf of the community location the authority to prohibit an activity at the community location.
- (26) "Consent of the local authority" means a written document in which a local authority gives consent to the commission to consider issuing a license, permit, or package agency within the boundaries of the local authority.
- (27) "Container" means a receptacle that contains an alcoholic product, including:
 - (a) a bottle;
 - (b) a vessel; or
 - (c) a similar item.
- (28) "Controlled group of manufacturers" means as the commission defines by rule made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

- (29) "Convention center" means a facility that is:
- (a) in total at least 30,000 square feet; and
 - (b) otherwise defined as a "convention center" by the commission by rule.
- (30) (a) "Counter" means a surface or structure in a dining area of a licensed premises where seating is provided to a patron for service of food.
- (b) "Counter" does not include a dispensing structure.
- (31) "Crime involving moral turpitude" means the same as the commission defines that term by rule.
- (32) "Department" means the Department of Alcoholic Beverage Services created in Section 32B-2-203.
- (33) "Department compliance officer" means an individual who is:
- (a) an auditor or inspector; and
 - (b) employed by the department.
- (34) "Department sample" means liquor that is placed in the possession of the department for testing, analysis, and sampling.
- (35) "Dining club license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 4, Bar Establishment License, that is designated by the commission as a dining club license.
- (36) "Director," unless the context requires otherwise, means the director of the department.
- (37) "Disciplinary proceeding" means an adjudicative proceeding permitted under this title:
- (a) against a person subject to administrative action; and
 - (b) that is brought on the basis of a violation of this title.
- (38) (a) Subject to Subsection (38)(b), "dispense" means:
- (i) drawing an alcoholic product; and
 - (ii) using the alcoholic product at the location from which it was drawn to mix or prepare an alcoholic product to be furnished to a patron of the retail licensee.
- (b) The definition of "dispense" in this Subsection (38) applies only to:
- (i) a full-service restaurant license;
 - (ii) a limited-service restaurant license;
 - (iii) a reception center license;
 - (iv) a beer-only restaurant license;
 - (v) a bar license;
 - (vi) an on-premise beer retailer;
 - (vii) an airport lounge license;
 - (viii) an on-premise banquet license; and
 - (ix) a hospitality amenity license.
- (39) "Dispensing structure" means a surface or structure on a licensed premises:

- (a) where an alcoholic product is dispensed; or
 - (b) from which an alcoholic product is served.
- (40) "Distillery manufacturing license" means a license issued in accordance with Chapter 11, Part 4, Distillery Manufacturing License.
- (41) "Distressed merchandise" means an alcoholic product in the possession of the department that is saleable, but for some reason is unappealing to the public.
- (42) "Domestic airport" means an airport that:
- (a) has at least 15,000 commercial airline passenger boardings in any five-year period;
 - (b) receives scheduled commercial passenger aircraft service; and
 - (c) is not an international airport.
- (43) "Equity license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 4, Bar Establishment License, that is designated by the commission as an equity license.
- (44) "Event permit" means:
- (a) a single event permit; or
 - (b) a temporary beer event permit.
- (45) "Exempt license" means a license exempt under Section 32B-1-201 from being considered in determining the total number of retail licenses that the commission may issue at any time.
- (46) (a) "Flavored malt beverage" means a beverage:
- (i) that contains at least .5% alcohol by volume;
 - (ii) for which the producer is required to file a formula for approval with the federal Alcohol and Tobacco Tax and Trade Bureau under 27 C.F.R. Sec. 25.55 because the beverage is treated by processing, filtration, or another method of manufacture that is not generally recognized as a traditional process in the production of a beer, ale, porter, stout, lager, or malt liquor; and
 - (iii) for which the producer is required to file a formula for approval with the federal Alcohol and Tobacco Tax and Trade Bureau under 27 C.F.R. Sec. 25.55 because the beverage includes an ingredient containing alcohol.
- (b) "Flavored malt beverage" may contain a propylene glycol-, ethyl alcohol-, or ethanol-based flavoring agent that contributes to the overall alcohol content of the beverage.
- (c) "Flavored malt beverage" does not include beer or heavy beer.
- (d) "Flavored malt beverage" is considered liquor for purposes of this title.
- (47) "Fraternal license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 4, Bar Establishment License, that is designated by the commission as a fraternal license.
- (48) "Full-service restaurant license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 2, Full-Service Restaurant License.
- (49) (a) "Furnish" means by any means to provide with, supply, or give an individual an alcoholic product, by sale or otherwise.

- (b) "Furnish" includes to:
 - (i) serve;
 - (ii) deliver; or
 - (iii) otherwise make available.
- (50) "Guest" means an individual who meets the requirements of Subsection 32B-6-407(9).
- (51) "Hard cider" means the same as that term is defined in 26 U.S.C. Sec. 5041.
- (52) "Health care practitioner" means:
 - (a) a podiatrist licensed under Title 58, Chapter 5a, Podiatric Physician Licensing Act;
 - (b) an optometrist licensed under Title 58, Chapter 16a, Utah Optometry Practice Act;
 - (c) a pharmacist licensed under Title 58, Chapter 17b, Pharmacy Practice Act;
 - (d) a physical therapist licensed under Title 58, Chapter 24b, Physical Therapy Practice Act;
 - (e) a nurse or advanced practice registered nurse licensed under Title 58, Chapter 31b, Nurse Practice Act;
 - (f) a recreational therapist licensed under Title 58, Chapter 40, Recreational Therapy Practice Act;
 - (g) an occupational therapist licensed under Title 58, Chapter 42a, Occupational Therapy Practice Act;
 - (h) a nurse midwife licensed under Title 58, Chapter 44a, Nurse Midwife Practice Act;
 - (i) a mental health professional licensed under Title 58, Chapter 60, Mental Health Professional Practice Act;
 - (j) a physician licensed under Title 58, Chapter 67, Utah Medical Practice Act;
 - (k) an osteopath licensed under Title 58, Chapter 68, Utah Osteopathic Medical Practice Act;
 - (l) a dentist or dental hygienist licensed under Title 58, Chapter 69, Dentist and Dental Hygienist Practice Act; and
 - (m) a physician assistant licensed under Title 58, Chapter 70a, Utah Physician Assistant Act.
- (53) (a) "Heavy beer" means a product that:
 - (i) (A) contains more than 5% alcohol by volume;
(B) contains at least .5% of alcohol by volume and no more than 5% of alcohol by volume or 4% by weight, and a propylene glycol-, ethyl alcohol-, or ethanol-based flavoring agent that contributes more than 10% of the overall alcohol content of the product; or
(C) contains at least .5% of alcohol by volume and no more than 5% of alcohol by volume or 4% by weight, and has a label or packaging that is rejected under Subsection 32B-1-606(3)(b); and
 - (ii) is obtained by fermentation, infusion, or decoction of:

- (A) malt; or
 - (B) a malt substitute.
 - (b) "Heavy beer" may, if the heavy beer contains more than 5% alcohol by volume, contain a propylene glycol-, ethyl alcohol-, or ethanol-based flavoring agent that contributes to the overall alcohol content of the heavy beer.
 - (c) "Heavy beer" does not include:
 - (i) a flavored malt beverage;
 - (ii) a product that contains alcohol derived from:
 - (A) except as provided in Subsections (53)(a)(i)(B) and (53)(b), spirituous liquor; or
 - (B) wine; or
 - (iii) a product that contains an additive masking or altering a physiological effect of alcohol, including kratom, kava, cannabidiol, or natural or synthetic tetrahydrocannabinol.
 - (d) "Heavy beer" is considered liquor for the purposes of this title.
- (54) "Hospitality amenity license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 10, Hospitality Amenity License.
- (55) (a) "Hotel" means a commercial lodging establishment that:
- (i) offers at least 30 rooms as temporary sleeping accommodations for compensation;
 - (ii) is capable of hosting conventions, conferences, and food and beverage functions under a banquet contract; and
 - (iii) (A) has adequate kitchen or culinary facilities on the premises to provide complete meals;
 - (B) has at least 1,000 square feet of function space consisting of meeting or dining rooms that can be reserved for a banquet and can accommodate at least 75 individuals; or
 - (C) if the establishment is located in a small or unincorporated locality, has an appropriate amount of function space consisting of meeting or dining rooms that can be reserved for private use under a banquet contract, as determined by the commission.
- (b) "Hotel" includes a commercial lodging establishment that:
- (i) meets the requirements under Subsection (55)(a); and
 - (ii) has one or more privately owned dwelling units.
- (56) "Hotel license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 8b, Hotel License Act.
- (57) "Identification card" means an identification card issued under Title 53, Chapter 3, Part 8, Identification Card Act.
- (58) "Industry representative" means an individual who is compensated by salary, commission, or other means for representing and selling an alcoholic product of a manufacturer, supplier, or importer of liquor.
- (59) "Industry representative sample" means liquor that is placed in the possession of the department for testing, analysis, and sampling by a local industry

representative on the premises of the department to educate the local industry representative of the quality and characteristics of the product.

- (60) (a) "Interdicted person" means a person to whom the sale, offer for sale, or furnishing of an alcoholic product is prohibited by:
- (i) law; or
 - (ii) court order.
- (b) "Interdicted person" includes a person who voluntarily obtains a driver license certificate under Section 53-3-236 or an identification card under Section 53-3-805 with an interdicted person identifier.
- (61) "International airport" means an airport:
- (a) with a United States Customs and Border Protection office on the premises of the airport; and
 - (b) at which international flights may enter and depart.
- (62) "Intoxicated" or "intoxication" means that an individual exhibits plain and easily observable outward manifestations of behavior or physical signs produced by or as a result of the use of:
- (a) an alcoholic product;
 - (b) a controlled substance;
 - (c) a substance having the property of releasing toxic vapors; or
 - (d) a combination of products or substances described in Subsections (62)(a) through (c).
- (63) "Investigator" means an individual who is:
- (a) a department compliance officer; or
 - (b) a nondepartment enforcement officer.
- (64) "License" means:
- (a) a retail license;
 - (b) a sublicense;
 - (c) a license issued in accordance with Chapter 7, Part 4, Off-premise Beer Retailer State License;
 - (d) a license issued in accordance with Chapter 11, Manufacturing and Related Licenses Act;
 - (e) a license issued in accordance with Chapter 12, Liquor Warehousing License Act;
 - (f) a license issued in accordance with Chapter 13, Beer Wholesaling License Act; or
 - (g) a license issued in accordance with Chapter 17, Liquor Transport License Act.
- (65) "Licensee" means a person who holds a license.
- (66) "Limited-service restaurant license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 3, Limited-Service Restaurant License.

(67) "Limousine" means a motor vehicle licensed by the state or a local authority, other than a bus or taxicab:

- (a) in which the driver and a passenger are separated by a partition, glass, or other barrier;
- (b) that is provided by a business entity to one or more individuals at a fixed charge in accordance with the business entity's tariff; and
- (c) to give the one or more individuals the exclusive use of the limousine and a driver to travel to one or more specified destinations.

(68) (a) (i) "Liquor" means a liquid that:

(A) is:

- (I) alcohol;
- (II) an alcoholic, spirituous, vinous, fermented, malt, or other liquid;
- (III) a combination of liquids a part of which is spirituous, vinous, or fermented; or
- (IV) other drink or drinkable liquid; and

- (B) (I) contains at least .5% alcohol by volume; and
- (II) is suitable to use for beverage purposes.

(ii) "Liquor" includes:

- (A) heavy beer;
- (B) wine; and
- (C) a flavored malt beverage.

(b) "Liquor" does not include beer.

(69) "Liquor Control Fund" means the enterprise fund created by Section 32B-2-301.

(70) "Liquor transport license" means a license issued in accordance with Chapter 17, Liquor Transport License Act.

(71) "Liquor warehousing license" means a license that is issued:

- (a) in accordance with Chapter 12, Liquor Warehousing License Act; and
- (b) to a person, other than a licensed manufacturer, who engages in the importation for storage, sale, or distribution of liquor regardless of amount.

(72) "Local authority" means:

- (a) for premises that are located in an unincorporated area of a county, the governing body of a county;
- (b) for premises that are located in an incorporated city or town, the governing body of the city or town;
- (c) the Point of the Mountain State Land Authority created in Section 11-59-201; or
- (d) for premises that are located in a project area as defined in Section 63H-1-102 and in a project area plan adopted by the Military Installation Development Authority under Title 63H, Chapter 1, Military Installation Development Authority Act, the Military Installation Development Authority.

- (73) "Lounge or bar area" means the same as the commission defines that term by rule.
- (74) "Malt substitute" means:
- (a) rice;
 - (b) grain;
 - (c) bran;
 - (d) glucose;
 - (e) sugar; or
 - (f) molasses.
- (75) "Manufacture" means to distill, brew, rectify, mix, compound, process, ferment, or otherwise make an alcoholic product for personal use or for sale or distribution to others.
- (76) "Markup cost" means the amount a person pays to the department for an alcoholic product in accordance with Section 32B-2-304.
- (77) "Member" means an individual who, after paying regular dues, has full privileges in an equity licensee or fraternal licensee.
- (78) (a) "Military installation" means a base, air field, camp, post, station, yard, center, or homeport facility for a ship:
- (i) (A) under the control of the United States Department of Defense; or
(B) of the National Guard;
 - (ii) that is located within the state; and
 - (iii) including a leased facility.
- (b) "Military installation" does not include a facility used primarily for:
- (i) civil works;
 - (ii) a rivers and harbors project; or
 - (iii) a flood control project.
- (79) "Minibar" means an area of a hotel guest room where one or more alcoholic products are kept and offered for self-service sale or consumption.
- (80) "Minor" means an individual under 21 years old.
- (81) "Nondepartment enforcement agency" means an agency that:
- (a) (i) is a state agency other than the department; or
(ii) is an agency of a county, city, or town; and
 - (b) has a responsibility to enforce one or more provisions of this title.
- (82) "Nondepartment enforcement officer" means an individual who is:
- (a) a peace officer, examiner, or investigator; and
 - (b) employed by a nondepartment enforcement agency.
- (83) (a) "Off-premise beer retailer" means a beer retailer who is:
- (i) licensed in accordance with Chapter 7, Off-Premise Beer Retailer Act; and

- (ii) engaged in the retail sale of beer to a patron for consumption off the beer retailer's premises.
- (b) "Off-premise beer retailer" does not include an on-premise beer retailer.
- (84) "Off-premise beer retailer state license" means a state license issued in accordance with Chapter 7, Part 4, Off-premise Beer Retailer State License.
- (85) "On-premise banquet license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 6, On-Premise Banquet License.
- (86) "On-premise beer retailer" means a beer retailer who is:
 - (a) authorized to sell, offer for sale, or furnish beer under a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 7, On-Premise Beer Retailer License; and
 - (b) engaged in the sale of beer to a patron for consumption on the beer retailer's premises:
 - (i) regardless of whether the beer retailer sells beer for consumption off the licensed premises; and
 - (ii) on and after March 1, 2012, operating:
 - (A) as a tavern; or
 - (B) in a manner that meets the requirements of Subsection 32B-6-703(2)
 - (e)(i).
- (87) "Opaque" means impenetrable to sight.
- (88) "Package agency" means a retail liquor location operated:
 - (a) under an agreement with the department; and
 - (b) by a person:
 - (i) other than the state; and
 - (ii) who is authorized by the commission in accordance with Chapter 2, Part 6, Package Agency, to sell packaged liquor for consumption off the premises of the package agency.
- (89) "Package agent" means a person who holds a package agency.
- (90) "Patron" means an individual to whom food, beverages, or services are sold, offered for sale, or furnished, or who consumes an alcoholic product including:
 - (a) a customer;
 - (b) a member;
 - (c) a guest;
 - (d) an attendee of a banquet or event;
 - (e) an individual who receives room service;
 - (f) a resident of a resort; or
 - (g) a hospitality guest, as defined in Section 32B-6-1002, under a hospitality amenity license.
- (91) (a) "Performing arts facility" means a multi-use performance space that:

- (i) is primarily used to present various types of performing arts, including dance, music, and theater;
 - (ii) contains over 2,500 seats;
 - (iii) is owned and operated by a governmental entity; and
 - (iv) is located in a city of the first class.
 - (b) "Performing arts facility" does not include a space that is used to present sporting events or sporting competitions.
- (92) "Permittee" means a person issued a permit under:
- (a) Chapter 9, Event Permit Act; or
 - (b) Chapter 10, Special Use Permit Act.
- (93) "Person subject to administrative action" means:
- (a) a licensee;
 - (b) a permittee;
 - (c) a manufacturer;
 - (d) a supplier;
 - (e) an importer;
 - (f) one of the following holding a certificate of approval:
 - (i) an out-of-state brewer;
 - (ii) an out-of-state importer of beer, heavy beer, or flavored malt beverages;
or
 - (iii) an out-of-state supplier of beer, heavy beer, or flavored malt beverages;
or
 - (g) staff of:
 - (i) a person listed in Subsections (93)(a) through (f); or
 - (ii) a package agent.
- (94) "Premises" means a building, enclosure, or room used in connection with the storage, sale, furnishing, consumption, manufacture, or distribution, of an alcoholic product, unless otherwise defined in this title or rules made by the commission.
- (95) "Prescription" means an order issued by a health care practitioner when:
- (a) the health care practitioner is licensed under Title 58, Occupations and Professions, to prescribe a controlled substance, other drug, or device for medicinal purposes;
 - (b) the order is made in the course of that health care practitioner's professional practice; and
 - (c) the order is made for obtaining an alcoholic product for medicinal purposes only.
- (96) (a) "Primary spirituous liquor" means the main distilled spirit in a beverage.
- (b) "Primary spirituous liquor" does not include a secondary flavoring ingredient.
- (97) "Principal license" means:
- (a) a resort license;

- (b) a hotel license; or
 - (c) an arena license.
- (98) (a) "Private event" means a specific social, business, or recreational event:
- (i) for which an entire room, area, or hall is leased or rented in advance by an identified group; and
 - (ii) that is limited in attendance to people who are specifically designated and their guests.
- (b) "Private event" does not include an event to which the general public is invited, whether for an admission fee or not.
- (99) "Privately sponsored event" means a specific social, business, or recreational event:
- (a) that is held in or on the premises of an on-premise banquet licensee; and
 - (b) to which entry is restricted by an admission fee.
- (100) (a) "Proof of age" means:
- (i) an identification card;
 - (ii) an identification that:
 - (A) is substantially similar to an identification card;
 - (B) is issued in accordance with the laws of a state other than Utah in which the identification is issued;
 - (C) includes date of birth; and
 - (D) has a picture affixed;
 - (iii) a valid driver license certificate that:
 - (A) includes date of birth;
 - (B) has a picture affixed; and
 - (C) is issued under Title 53, Chapter 3, Uniform Driver License Act, in accordance with the laws of the state in which it is issued, or in accordance with federal law by the United States Department of State;
 - (iv) a military identification card that:
 - (A) includes date of birth; and
 - (B) has a picture affixed;
 - (v) a valid passport;
 - (vi) a valid driver license that:
 - (A) includes a date of birth;
 - (B) has a picture affixed; and
 - (C) is issued under the laws of a country other than the United States;or
 - (vii) a state-endorsed digital identity issued under Title 63A, Chapter 20, State-Endorsed Digital Identity.

- (b) "Proof of age" does not include a driving privilege card issued in accordance with Section 53-3-207.
- (101) "Provisions applicable to a sublicense" means:
- (a) for a full-service restaurant sublicense, the provisions applicable to a full-service restaurant license under Chapter 6, Part 2, Full-Service Restaurant License;
 - (b) for a limited-service restaurant sublicense, the provisions applicable to a limited-service restaurant license under Chapter 6, Part 3, Limited-Service Restaurant License;
 - (c) for a bar establishment sublicense, the provisions applicable to a bar establishment license under Chapter 6, Part 4, Bar Establishment License;
 - (d) for an on-premise banquet sublicense, the provisions applicable to an on-premise banquet license under Chapter 6, Part 6, On-Premise Banquet License;
 - (e) for an on-premise beer retailer sublicense, the provisions applicable to an on-premise beer retailer license under Chapter 6, Part 7, On-Premise Beer Retailer License;
 - (f) for a beer-only restaurant sublicense, the provisions applicable to a beer-only restaurant license under Chapter 6, Part 9, Beer-Only Restaurant License;
 - (g) for a hospitality amenity license, the provisions applicable to a hospitality amenity license under Chapter 6, Part 10, Hospitality Amenity License; and
 - (h) for a spa sublicense, the provisions applicable to the sublicense under Chapter 8d, Part 2, Resort Spa Sublicense.
- (102) (a) "Public building" means a building or permanent structure that is:
- (i) owned or leased by:
 - (A) the state; or
 - (B) a local government entity; and
 - (ii) used for:
 - (A) public education;
 - (B) transacting public business; or
 - (C) regularly conducting government activities.
- (b) "Public building" does not include a building owned by the state or a local government entity when the building is used by a person, in whole or in part, for a proprietary function.
- (103) "Public conveyance" means a conveyance that the public or a portion of the public has access to and a right to use for transportation, including an airline, railroad, bus, boat, or other public conveyance.
- (104) "Reception center" means a business that:
- (a) operates facilities that are at least 5,000 square feet; and
 - (b) has as its primary purpose the leasing of the facilities described in Subsection (104)(a) to a third party for the third party's event.
- (105) "Reception center license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 8, Reception Center License.

- (106) (a) "Record" means information that is:
- (i) inscribed on a tangible medium; or
 - (ii) stored in an electronic or other medium and is retrievable in a perceivable form.
- (b) "Record" includes:
- (i) a book;
 - (ii) a book of account;
 - (iii) a paper;
 - (iv) a contract;
 - (v) an agreement;
 - (vi) a document; or
 - (vii) a recording in any medium.
- (107) "Residence" means a person's principal place of abode within Utah.
- (108) "Resident," in relation to a resort, means the same as that term is defined in Section 32B-8-102.
- (109) "Resort" means the same as that term is defined in Section 32B-8-102.
- (110) "Resort facility" means the same as the commission defines that term by rule.
- (111) "Resort license" means a license issued in accordance with Chapter 5, Retail License Act, and Chapter 8, Resort License Act.
- (112) "Responsible alcohol service plan" means a written set of policies and procedures that outlines measures to prevent employees from:
- (a) over-serving alcoholic beverages to customers;
 - (b) serving alcoholic beverages to customers who are actually, apparently, or obviously intoxicated; and
 - (c) serving alcoholic beverages to minors.
- (113) "Restaurant" means a business location:
- (a) at which a variety of foods are prepared;
 - (b) at which complete meals are served; and
 - (c) that is engaged primarily in serving meals.
- (114) "Restaurant license" means one of the following licenses issued under this title:
- (a) a full-service restaurant license;
 - (b) a limited-service restaurant license; or
 - (c) a beer-only restaurant license.
- (115) "Restaurant venue" means a room within a restaurant that:
- (a) is located on the licensed premises of a restaurant licensee;
 - (b) is separated from the area within the restaurant for a patron's consumption of food by a permanent, opaque, floor-to-ceiling wall such that the inside of the room is not visible to a patron in the area within the restaurant for a patron's consumption of food; and
 - (c)

- (i) has at least 1,000 square feet that:
 - (A) may be reserved for a banquet; and
 - (B) accommodates at least 75 individuals; or
 - (ii) if the restaurant is located in a small or unincorporated locality, has an appropriate amount of space, as determined by the commission, that may be reserved for a banquet.
- (116) "Retail license" means one of the following licenses issued under this title:
 - (a) a full-service restaurant license;
 - (b) a master full-service restaurant license;
 - (c) a limited-service restaurant license;
 - (d) a master limited-service restaurant license;
 - (e) a bar establishment license;
 - (f) an airport lounge license;
 - (g) an on-premise banquet license;
 - (h) an on-premise beer license;
 - (i) a reception center license;
 - (j) a beer-only restaurant license;
 - (k) a hospitality amenity license;
 - (l) a resort license;
 - (m) a hotel license; or
 - (n) an arena license.
- (117) "Room service" means furnishing an alcoholic product to a person in a guest room or privately owned dwelling unit of a:
 - (a) hotel; or
 - (b) resort facility.
- (118) (a) "School" means a building in which any part is used for more than three hours each weekday during a school year as a public or private:
 - (i) elementary school;
 - (ii) secondary school; or
 - (iii) kindergarten.
- (b) "School" does not include:
 - (i) a nursery school;
 - (ii) a day care center;
 - (iii) a trade and technical school;
 - (iv) a preschool;
 - (v) a home school;
 - (vi) a home-based microschool as defined in Section 53G-6-201; or
 - (vii) a micro-education entity as defined in Section 53G-6-201.

- (119) "Secondary flavoring ingredient" means any spirituous liquor added to a beverage for additional flavoring that is different in type, flavor, or brand from the primary spirituous liquor in the beverage.
- (120) "Sell" or "offer for sale" means a transaction, exchange, or barter whereby, for consideration, an alcoholic product is either directly or indirectly transferred, solicited, ordered, delivered for value, or by a means or under a pretext is promised or obtained, whether done by a person as a principal, proprietor, or as staff, unless otherwise defined in this title or the rules made by the commission.
- (121) "Serve" means to place an alcoholic product before an individual.
- (122) "Sexually oriented entertainer" means a person who while in a state of seminudity appears at or performs:
- (a) for the entertainment of one or more patrons;
 - (b) on the premises of:
 - (i) a bar licensee; or
 - (ii) a tavern;
 - (c) on behalf of or at the request of the licensee described in Subsection (122) (b);
 - (d) on a contractual or voluntary basis; and
 - (e) whether or not the person is designated as:
 - (i) an employee;
 - (ii) an independent contractor;
 - (iii) an agent of the licensee; or
 - (iv) a different type of classification.
- (123) "Shared seating area" means the licensed premises of two or more restaurant licensees that the restaurant licensees share as an area for alcoholic beverage consumption in accordance with Subsection 32B-5-207(3).
- (124) "Single event permit" means a permit issued in accordance with Chapter 9, Part 3, Single Event Permit.
- (125) "Small brewer" means a brewer who manufactures less than 60,000 barrels of beer, heavy beer, and flavored malt beverage per year, as the department calculates by:
- (a) if the brewer is part of a controlled group of manufacturers, including the combined volume totals of production for all breweries that constitute the controlled group of manufacturers; and
 - (b) excluding beer, heavy beer, or flavored malt beverage the brewer:
 - (i) manufactures that is unfit for consumption as, or in, a beverage, as the commission determines by rule made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act; and
 - (ii) does not sell for consumption as, or in, a beverage.
- (126) "Small or unincorporated locality" means:
- (a) a city of the third, fourth, or fifth class, as classified under Section 10-2-301;
 - (b) a town, as classified under Section 10-2-301; or

- (c) an unincorporated area in a county of the third, fourth, or fifth class, as classified under Section 17-60-104.
- (127) "Spa sublicense" means a sublicense:
- (a) to a resort license or hotel license; and
 - (b) that the commission issues in accordance with Chapter 8d, Part 2, Resort Spa Sublicense.
- (128) "Special use permit" means a permit issued in accordance with Chapter 10, Special Use Permit Act.
- (129) (a) "Spirituous liquor" means liquor that is distilled.
- (b) "Spirituous liquor" includes an alcoholic product defined as a "distilled spirit" by 27 U.S.C. Sec. 211 and 27 C.F.R. Secs. 5.11 through 5.23.
- (130) "Sports center" means the same as the commission defines that term by rule.
- (131) (a) "Staff" means an individual who engages in activity governed by this title:
- (i) on behalf of a business, including a package agent, licensee, permittee, or certificate holder;
 - (ii) at the request of the business, including a package agent, licensee, permittee, or certificate holder; or
 - (iii) under the authority of the business, including a package agent, licensee, permittee, or certificate holder.
- (b) "Staff" includes:
- (i) an officer;
 - (ii) a director;
 - (iii) an employee;
 - (iv) personnel management;
 - (v) an agent of the licensee, including a managing agent;
 - (vi) an operator; or
 - (vii) a representative.
- (132) "State of nudity" means:
- (a) the appearance of:
 - (i) the nipple or areola of a female human breast;
 - (ii) a human genital;
 - (iii) a human pubic area; or
 - (iv) a human anus; or
 - (b) a state of dress that fails to opaquely cover:
 - (i) the nipple or areola of a female human breast;
 - (ii) a human genital;
 - (iii) a human pubic area; or
 - (iv) a human anus.

- (133) "State of seminudity" means a state of dress in which opaque clothing covers no more than:
- (a) the nipple and areola of the female human breast in a shape and color other than the natural shape and color of the nipple and areola; and
 - (b) the human genitals, pubic area, and anus:
 - (i) with no less than the following at its widest point:
 - (A) four inches coverage width in the front of the human body; and
 - (B) five inches coverage width in the back of the human body; and
 - (ii) with coverage that does not taper to less than one inch wide at the narrowest point.
- (134) (a) "State store" means a facility for the sale of packaged liquor:
- (i) located on premises owned or leased by the state; and
 - (ii) operated by a state employee.
- (b) "State store" does not include:
- (i) a package agency;
 - (ii) a licensee; or
 - (iii) a permittee.
- (135) (a) "Storage area" means an area on licensed premises where the licensee stores an alcoholic product.
- (b) "Store" means to place or maintain in a location an alcoholic product.
- (136) "Sublicense" means:
- (a) any of the following licenses issued as a subordinate license to, and contingent on the issuance of, a principal license:
 - (i) a full-service restaurant license;
 - (ii) a limited-service restaurant license;
 - (iii) a bar establishment license;
 - (iv) an on-premise banquet license;
 - (v) an on-premise beer retailer license;
 - (vi) a beer-only restaurant license; or
 - (vii) a hospitality amenity license; or
 - (b) a spa sublicense.
- (137) "Supplier" means a person who sells an alcoholic product to the department.
- (138) "Tavern" means an on-premise beer retailer who is:
- (a) issued a license by the commission in accordance with Chapter 5, Retail License Act, and Chapter 6, Part 7, On-Premise Beer Retailer License; and
 - (b) designated by the commission as a tavern in accordance with Chapter 6, Part 7, On-Premise Beer Retailer License.
- (139) "Temporary beer event permit" means a permit issued in accordance with Chapter 9, Part 4, Temporary Beer Event Permit.

- (140) "Temporary domicile" means the principal place of abode within Utah of a person who does not have a present intention to continue residency within Utah permanently or indefinitely.
- (141) "Translucent" means a substance that allows light to pass through, but does not allow an object or person to be seen through the substance.
- (142) "Unsaleable liquor merchandise" means a container that:
- (a) is unsaleable because the container is:
 - (i) unlabeled;
 - (ii) leaky;
 - (iii) damaged;
 - (iv) difficult to open; or
 - (v) partly filled;
 - (b) (i) has faded labels or defective caps or corks;
 - (b) (ii) has contents that are:
 - (A) cloudy;
 - (B) spoiled; or
 - (C) chemically determined to be impure; or
 - (b) (iii) contains:
 - (A) sediment; or
 - (B) a foreign substance; or
 - (c) is otherwise considered by the department as unfit for sale.
- (143) (a) "Wine" means an alcoholic product obtained by the fermentation of the natural sugar content of fruits, plants, honey, or milk, or other like substance, whether or not another ingredient is added.
- (b) "Wine" includes:
- (i) an alcoholic beverage defined as wine under 27 U.S.C. Sec. 211 and 27 C.F.R. Sec. 4.10; and
 - (ii) hard cider.
- (c) "Wine" is considered liquor for purposes of this title, except as otherwise provided in this title.
- (144) "Winery manufacturing license" means a license issued in accordance with Chapter 11, Part 3, Winery Manufacturing License.

Amended by Chapter 39, 2026 General Session



PROXIMITY RESTRICTIONS

Pursuant to 32B-1-202, alcoholic beverage licenses **may not be granted** within specific proximity measurements to a community location. These restrictions affect the location of state liquor stores, package agencies and all retail licenses (such as restaurants and bars). The state does not have proximity requirements for off-premise beer retailers. However, the local authority (such as a city or county) may choose to establish proximity restrictions in relation to a community location.

- A "community location" is defined as a church, public or private school, a public park, public playground or a library.
- Trade or technical schools, infant daycare centers and nursery schools are NOT considered community locations.
- Restaurants may not be located within 300 feet measured by ordinary pedestrian travel, or 200 feet measured in a straight line.
- All other outlets may not be located within 600 feet measured by ordinary pedestrian travel, or 200 feet measured in a straight line.

Please note that distances are measured from the nearest *patron* entrance of the proposed outlet to the property boundary of the community location. Please



note that the property boundary of the community location includes all contiguous lands obviously connected to and for the use of the community location (such as parking lots and ball fields).

Effective May 6, 2026, Utah law allows for restaurants and hotels to obtain a license if the nearby community location is a public park, playground, or library, AND the restaurant or hotels receives consent from the local authority. For the restaurant or hotel to be considered for a variance:

- The establishment must first obtain local consent from the local authority; e.g. local city.
- Before granting local consent, the local authority must hold a public hearing on the request and wait at least 30 days before issuing its consent.
- Once local consent has been granted, the applicant may submit a license application to the Utah Department of Alcoholic Beverage Services.
- The Alcoholic Beverage Services Commission will review the application and determine whether to grant the requested alcohol license with the proximity variance.

Give Feedback

PREVIOUSLY GRANTED VARIANCES

- Previously granted variances will be continued if an outlet held a license on or before May 9, 2017, even if there has been a subsequent change in ownership of the property or outlet. The variance will remain in place unless there is a change in license type, or a gap in licensing where the premises is used for different purposes (such as office space).
- An outlet or a restaurant that has continuously operated at a location since before January 1, 2007 is considered to have a previously approved variance.

- If a community location was established after an outlet receives a license, the outlet may continue to operate. If there is a subsequent change in ownership of the property or outlet, the variance will remain in place unless there is a change in license type, or a gap in licensing where the premises is used for different purposes (such as office space).

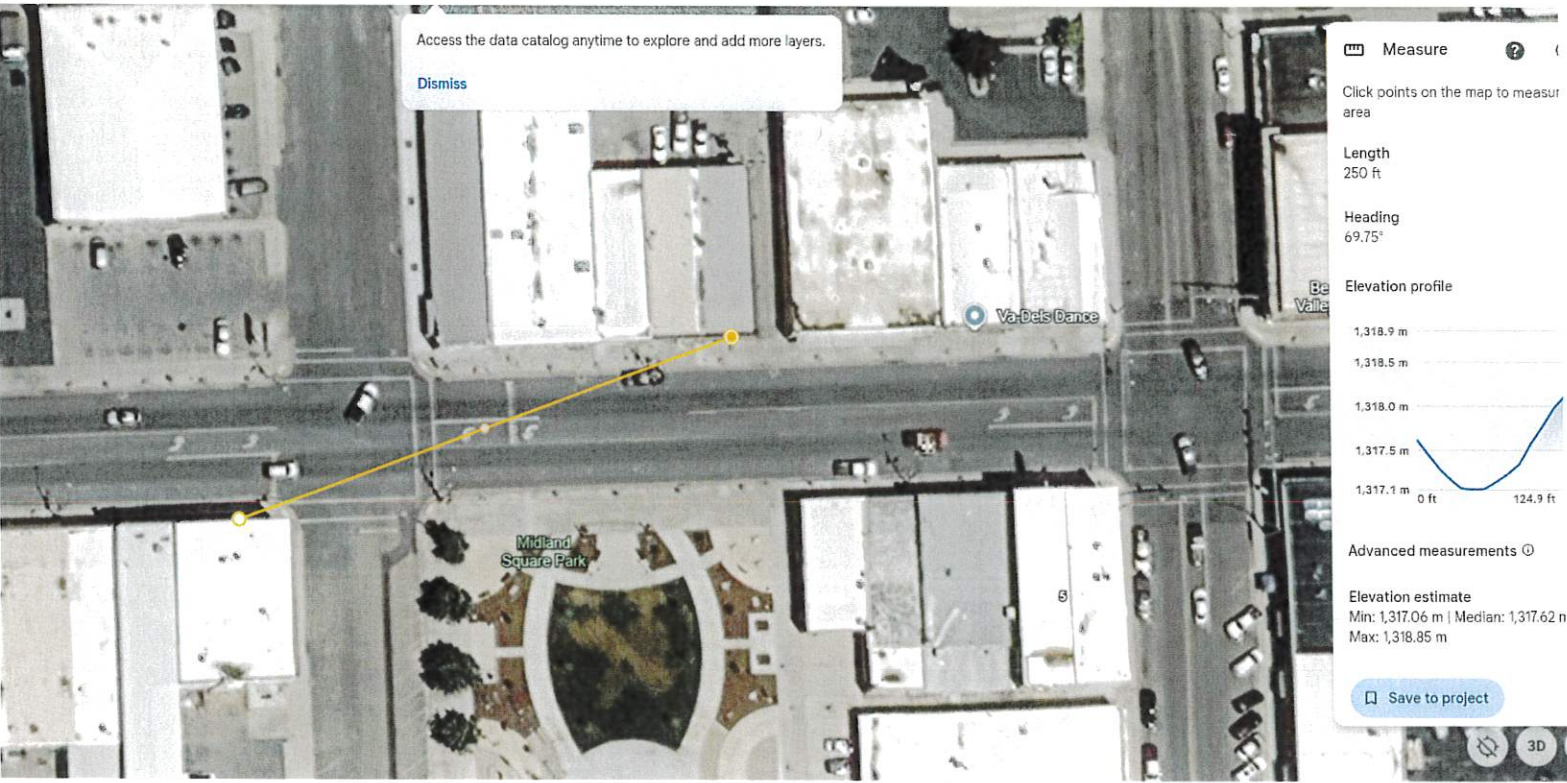
For more information, see the [Proximity Laws Notebook](#) ↗.

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Give Feedback



RESOLUTION NO. 26-60

**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 BUSINESS LICENSE 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 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 Business License Fees.

Adopted and passed by the City Council this 6th day of October 2026. This resolution shall become effective immediately upon its passage.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

Tremonton City Consolidated Fees & Fines Schedule

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Section 1 Fee Policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14-146 of the *Revised Ordinance of Tremonton City* 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 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
ACH Fees	\$1.00 per transaction

Citywide Common	Fees
Other costs allowed by law	The actual cost to City
Dishonored/Returned Check	\$20.00 ³
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 by the Building Department and collected by 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	Building Valuation Table

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 by the Building Department and collected by the City Treasurer for Residential & Outbuilding Plan Reviews:

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

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

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 by the Building Department and collected by 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

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 by the Building Department and collected by the City Treasurer for Additional Building Inspection Services:

Miscellaneous Building Inspection Services	Fees
Inspections outside of normal business hours (minimum charge-2 hours)	\$150.00 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	\$150.00
Furnace Permit	\$150.00
Electric Meter Permit	\$150.00
Inspections for which no fee is specifically indicated (minimum charge—one hour)	\$150.00 per hour
For all Mobile Homes and Manufactured Housing	\$150.00
Work Done without Permits- Investigation Fee	200% of Permit Fee and State Fee
Contract Inspections	80% of Permit Fee and 100% of Plan Review Fee

Section 4 Contract Service Fees.

4.1 Contract Service Fees. The following fees and charges are approved and shall be assessed by the Building Department and collected by 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

Contract Services ¹	Fees
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	Fees
Accessory Dwelling Unit Permit	
Internal	\$75.00
Detached	\$150.00
Appeals	Actual costs of processing the application with a \$500.00 deposit to commence the processing of the application ¹
City Attorney Review	
Development Agreement Review	\$135.00 per hour
Development Review Committee (DRC)	\$67.50 per half-hour
Constitutional Taking Review	Actual costs of processing the application with a \$500.00 deposit to commence the processing of the application ¹
Conditional Use Permit (CUP)	
CUP Amendment	\$250.00
Application	\$300.00
Home Occupation- Minor	\$75.00
Home Occupation- Major	\$150.00
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
Land Use Review	\$75.00
Lot Rezone Application Fee	\$300.00
Parcel Boundary Adjustment	\$75.00

Development Application Reviews	Fees
Public Notice	
Administrative	\$30.00
Legislative	\$100.00
Retaining Wall Review Fee	\$100.00 per half-hour (for retaining walls with a height of four foot (4') or greater.)
Sign Permit	\$75.00
Street Vacation	\$500.00
Temporary Use Permit	\$75.00
Variance	Actual costs of processing the application with a \$300.00 deposit to commence the processing of the application ¹
Zoning Map or Text Amendments to General Plan or Land Use Code	\$750.00
Zoning Verification Letter	\$75.00
Recording Fees	See Section 14.1 Recorder's Office General Service Fees for fee amount
Bear River Canal Company Water Transfer Fee	\$500.00 or the current fee accessed by the Bear River Canal Company

¹ 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 Application Fees. The following fees and charges are approved and shall be assessed by the Zoning Administrator and collected by the City Treasurer for Subdivision Application Reviews:

Subdivision – General Fees¹	Fees
Concept Plan – Application Fee	\$100.00
Plat Amendments	\$500.00
Preliminary Plat Review Deposit ²	
1-4 lots/units	\$1,540.00
5-24 lots/units	\$2,830.00
25-99 lots/units	\$5,410.00
100-299 lots/units	\$8,870.00
300-499 lots/units	\$12,340.00
500+ lots/units	\$17,530.00
Final Plans (Final Plat and Construction Drawings) Review and Construction Deposit ²	
1-4 lots/units	\$1,590.00
5-24 lots/units	\$2,920.00
25-99 lots/units	\$5,600.00
100-299 lots/units	\$9,250.00
300-499 lots/units	\$12,900.00

500+ lots/units	\$17,530.00
Site Plan Review and Construction Deposit ²	
0-0.99 acre	\$1,680.00
1-5.99 acres	\$3,060.00
6-24.99 acres	\$5,810.00
25-74.99 acres	\$9,550.00
75-124.99 acres	\$13,290.00
125+ acres	\$13,290.00 plus additional fees per acreage bracket above 125 (per the tiers above)

¹ Note: Reflects staff review time, Development Review Committee (DRC) time, plat signature review, title report review, and escrow review, based on the City Engineer's hourly rate and the combined hourly rate of other DRC department heads.

² Note: Deposits reflect a starting point toward actual review costs. Passthrough fees for staff time will be added to the final cost of the application, and the applicant may be refunded or billed for overages based on the actual cost of review.

5.3 Subdivision Street Sign Fees. The following fees and charges are approved and shall be assessed by the Zoning Administrator and collected by 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

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

Fee-In-Lieu of Public Improvements ¹	Fees ²
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

Fee-In-Lieu of Public Improvements¹	Fees²
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.

5.5 Public Infrastructure District. The following fees and charges are approved and shall be assessed by the City Manager and collected by 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 by the Fire Department and collected by the City Treasurer for General Fire Services:

General Fire Services	Fees
Fire Inspection ¹	
Residential & Small Commercial	\$55.00 initial or \$65.00 Re-inspection
Industrial, Institution, & Large Commercial	\$100.00 for 1-20,000 Square feet \$200.00 for 20,001-50,000 Square feet, and \$300.00 for anything above 50,000 or Square feet
Governmental	\$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 by the Fire Department and collected by the City Treasurer for Emergency Rescue Services:

Emergency Rescue Services	Fees
Rescue Engine	\$585.00 per hour or any portion of a half-hour (one-hour minimum charged with each call)
Personnel Costs	\$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)

Emergency Rescue Services	Fees
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 by the Fire Department and collected by 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)

Hazardous Material Emergency Services ^{1, 2, 3}	Fees
Awareness Level Experience	\$25.00 per hour or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged)
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 by the Fire Department and collected by 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	\$25.00 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	

Aggravated Fire Emergency and Contract for Fire Protection Services^{1, 2, 3}	Fees
Strike Team Leader	\$45.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Task Force Leader	\$45.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Safety Officer, SOFR	\$45.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Incident Commander	\$65.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Engine Boss or Officer Certified	\$35.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Squad Boss Certified	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Firefighter 2 Certified	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Wildland Certification Red Card	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Firefighter 1 Structure Certification Card	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Firefighter Non-Certified	\$14.50 per hour or any portion of a half-hour per firefighter or actual cost, whichever is greater (one-hour minimum charged)
False Alarm	
Equipment & personnel do not leave the station	No charge
Equipment & personnel leave the station	\$100.00
Equipment & personnel arrive on the scene	\$585.00
Ambulance Standby (2-person crew)	\$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 by the Fire Department and collected by 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	\$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 more than two (2) mile 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	\$72.00

Emergency Medical Services ^{1, 2}	Fees
Mileage	\$42.24 per mile or fraction thereof. - In all cases, mileage shall be computed from the point of pickup to the point of delivery.
Fuel Fluctuation Rate - When diesel fuel exceeds \$5.10 per gallon or gasoline exceeds \$4.25 per gallon as invoiced, a surcharge of \$0.25 per mile of transport may be added to the mileage rate.	
An ambulance shall provide 15 minutes at no charge at both points of pickup. 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)	\$637.00
Heavy Extrication Equipment (Use of power equipment)	\$726.00
Extra Heavy Extrication Equipment (Use of multiple pieces of equipment)	\$886.00
Ambulance Standby ⁴ (2- person crew)	\$135.00 per hour or any portion of a half-hour, the amount includes personnel costs (two-hour minimum charged with each call)
Medical Standby Personnel with no ambulance	\$72.00 per hour per person
Subpoena of Ambulance Documents (per Labor Commission)	\$30.00 plus \$0.53 per 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 by the Fire Department and collected by the City Treasurer for Emergency Medical Training:

EMT Medical Training¹	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.

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	\$156.00

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	
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	

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

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

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

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

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	

General Library Services	Fees & Financial Penalties
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 by the Parks Department and collected by the City Treasurer for Park Services:

Park Services ¹	Fees
Diamond Reservations ²	
Security Deposit ³	\$50.00
Per Diamond Rental Per Hour	\$10.00/hour Resident, \$20.00/hour Non-Resident
Per Diamond Rental Per Day – Tournament ⁸	\$75.00 Resident, \$125.00 Non-Resident
Lights for baseball/softball fields	\$10.00 per hour per field
Additional ball diamond field prep ³	\$25.00 per diamond
Cleanup ⁴	\$50.00 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
½ Day Rental – 4 hours or less	\$25.00 Resident, \$40 Non-Resident
Full Day Rental	\$50.00 Resident, \$75 Non-Resident
Cleanup	\$50.00 per hour (if required)
Park Stages ⁶	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

Park Services ¹	Fees
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.

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

11.2 Recreation Program Service Fees. The following fees and charges are approved and shall be assessed by the Recreation Department and collected by 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
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 by the Police Department and collected by 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	Appraisalment
Transportation/Mileage Fees	Current IRS mileage reimbursement rate – Owner/contract agency to pay all Transportation/mileage costs associated with their animal
Adoption Fee ³	\$15.00
Boarding Fee/Holding	\$10.00 per day
Owner Relinquishment Fee	
Residents	\$50.00
Non-Residents	Service Not Available ⁵
Litter Fee for dogs ⁴	
Resident	\$30.00
Non-Resident	\$65.00
Litter Fee for Cats ⁴	\$30.00
Additional littermates	\$5.00
Euthanasia Fee	
Resident	\$30.00
Non-Resident	\$50.00
Quarantine Fee (10 days)	\$100.00 per animal
After the ten days	\$10.00 per day per animal
Veterinarian	Owner /contract agency to pay all Veterinarian cost associated with their animal
Dead Pet Disposal	\$50.00 under 30 lbs. (dog and cats only) \$100.00 over 30 lbs. (dog and cats only)

Animal Control Services	Fee
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 by the Public Works Department and collected by the City Treasurer for General Public Works Services:

General Public Works Services	Fees & Financial Penalties
Utility Account Setup Fee	\$10.00

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

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

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

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

Storm Drain Services	Fee
Storm Drain	\$4.00

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

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

Residential Water Services¹	Fees
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	\$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	\$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
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, with the exception of new builds that have established secondary water lines at occupancy. Secondary water base rates will be charged when lines are installed, and secondary water is available.

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 by the Building Department and collected by the City Treasurer for Water Connection Fees:

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

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

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

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

Residential Sewer Services ¹	Fees
Wastewater Treatment Rates	
Base Rate: First 12,800 Gallons Water ²	\$28.30
Overage: Above 12,800 Gallons Water Used	No charge
Sewer Collection Lines ²	\$5.50

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

² Note: In Resolution No. 10-30, the Tremonton City Council authorized a reduction of fifty percent (50%) of the Tremonton City Base fee for water and sewer monthly utility bills for military personnel called up to active duty from Tremonton City. No reduction will be given toward water overage, storm drain, garbage, or recycle. The reduction will not be retroactive. To qualify for the reduction, the person deployed must be a resident of Tremonton City; part of the head of the household or otherwise responsible for the utility bill; a member of the U.S. Military, National Guard or Reserve; and deployed away from home in the service of the United States of America. Documenting eligibility shall be established by the person or family member bringing a copy of the United States Military deployment papers (orders) to the City Office and other documentation deemed necessary by City staff to establish eligibility. A copy of this documentation or record of receiving such will be kept in the City Office. The reduction toward utility fees shall become effective on the next utility billing due date after eligibility is documented and shall remain in effect to the return date noted on the deployment papers (orders). If the return date is before the date listed on the deployment papers (orders), notification to the City of the change shall be made within fifteen (15) days of the occurrence. Failure to do so may result in a back charge. The City Council, or City Staff may deny or terminate such reduction at any time where it is determined that the person requesting the reduction does not meet the terms or intent expressed in this Resolution. The City Council may at any time rescind Resolution No. 10-30.

13.6 Sewer Connection Fees. The following fees and charges are approved and shall be assessed by the Building Department and collected by 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	\$23.90 per month
Water Use	\$1.50 per thousand gallons
Water Rates for Outdoor Use (without Secondary Water Available)	
Base Rate	\$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 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	\$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	\$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
Tier 1: 0 – 30,000 Gallons per month use	\$1.25 per thousand gallons
Tier 2: 30,001 – 60,000 Gallons per month use	\$1.75 per thousand gallons
Tier 3: 60,001 – 90,000 Gallons per month use	\$2.25 per thousand gallons
Tier 4: 90,001 – 120,000 Gallons per month use	\$2.75 per thousand gallons
Tier 5: Above 120,001 Gallons per month use	\$3.25 per thousand gallons
Investigative Bacteriological Lab Sampling ⁵	\$30.00
Sampling Used for Treatment Billings ⁵	
BOD	\$37.00
COD	\$35.00
TSS	\$20.00
pH	\$20.00
FOG (Fats, Oils, and Grease)	\$65.00
Wastewater Treatment Rates	
Base Rate:	\$28.30 ³
Usage Rate:	\$1.15 per thousand gallons
Sewer Collection Lines	\$5.50
Industrial Pre-treatment Rates	

Industrial, Institutional, & Commercial Water & Sewer Services ¹	Fees
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

Deduct Meter Fees ¹	Fees
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 by the Public Works Department and collected by 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 by the Public Works Department and collected by the City Treasurer for Pavement Cut Permits:

Excavation Permits in Public Way/Pavement Cut Permits¹	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 by the City Recorder and collected by the City Treasurer 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.

Recorder's Office General Services	Fees
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 by the City Recorder and collected by the City Treasurer for Cemetery Open & Close Services:

Cemetery Open & Close Services ¹	Fees
Weekdays	
Resident Adult or Infant	\$500.00
Non-Resident Adult or Infant	\$1,000.00
Weekends and Holidays	
Resident Adult or Infant	\$750.00
Non-Resident Adult or Infant	\$1,500.00
After Hours Services extending beyond 3:30 p.m. are subject to an additional hourly rate	
Resident Adult or Infant	\$250.00
Non-Resident Adult or Infant	\$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 Sundays or the holidays of Christmas, Thanksgiving, or Monday before through Monday after Memorial Day.

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

Cemetery Lot Sale ¹	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 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 ~~Administrative~~ 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 ~~Administrative~~ 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

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.

ORDINANCE NO. 26-20

AN ORDINANCE AMENDING TITLE 3, PART 3-975 CITIZENS ADVISORY COMMITTEE OF THE REVISED ORDINANCES OF TREMONTON CITY CORPORATION; PROVIDING FOR APPOINTMENT OF MEMBERS AND ALTERNATES, SELECTION OF THE CHAIR, VICE CHAIR, AND SECRETARY, INITIAL STAGGERED TERMS, VACANCIES AND REMOVAL, OPEN MEETINGS, PUBLIC NOTICE, AND RECORDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 3, 2026, the City Council of Tremonton City adopted Ordinance No. 26-03, creating and establishing the Tremonton City Citizens Advisory Committee in Title 3 City Government, Part 3-975 of the Revised Ordinances of Tremonton City Corporation; and

WHEREAS, the Committee held its first organizational meeting on September 17, 2026, and identified several matters of organization, terms, and records that Part 3-975 as adopted does not address; and

WHEREAS, Part 3-975 provides that the Committee shall consist of seven (7) voting members appointed by the Mayor with the advice and consent of the City Council, and the City Council desires to provide for the appointment of alternate members in the same manner; and

WHEREAS, the City Council desires to provide that the initial Chair is designated by the Mayor with the advice and consent of the City Council, and that thereafter the Committee selects its own Chair, Vice Chair, and Secretary from among its members, so that a change in Committee officers does not require an amendment to the Revised Ordinances; and

WHEREAS, the City Council desires to provide for initial staggered terms so that the terms of Committee members do not all expire in the same year; and

WHEREAS, Part 3-975 as adopted does not provide for the manner in which a seat on the Committee becomes vacant or the manner in which a member may be removed, and the City Council desires to provide for both; and

WHEREAS, the Committee serves in an advisory capacity only and is not vested with authority to make decisions regarding the public's business, and the City Attorney has advised that the Committee is not a public body subject to the Utah Open and Public Meetings Act; and the City Council nevertheless desires that Committee meetings be open to the public, publicly noticed, and recorded in written minutes created by the Committee's secretary that are posted for the public; and

WHEREAS, the City Council desires to confirm that the records of the Committee are records of Tremonton City subject to the Government Records Access and Management Act, and to provide for their delivery to and retention by the City Recorder; and

WHEREAS, the City Council desires to provide that Part 3-975 controls in the event of a conflict with the Committee's Charter or bylaws; and

WHEREAS, pursuant to Section 10-3-702.1 of the Utah Code, the City Council has considered the impact this Ordinance may have on family health, stability, and formation, and finds that the Ordinance supports resident participation in city government and has no adverse impact on families.

NOW, THEREFORE BE IT ORDAINED, the City Council of Tremonton, Utah, hereby adopts, passes, and publishes Ordinance No. 26-20 amending Title 3 City Government, Part 3-975, Citizens Advisory Committee, of the Revised Ordinances of Tremonton City Corporation, which Part is amended and restated in its entirety as shown in Exhibit "A". Except as amended and restated by this Ordinance, Ordinance No. 26-03 remains in full force and effect.

PENALTIES. This Ordinance provides for no criminal or civil penalty for violation, and no term of imprisonment may be imposed under this Ordinance.

SEVERABILITY. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts, and provisions of this Ordinance shall be severable.

ADOPTED AND PASSED by the City Council of Tremonton, Utah, this 6th day of October, 2026. This Ordinance shall become effective upon passage, approval, and publication or posting as required by law.

TREMONTON CITY CORPORATION

By _____
Mayor Bret Rohde

ATTEST:

Cynthia Nelson, City Recorder

Publication or Posting Date: _____

Exhibit "A"

Part 3-975. Citizens Advisory Committee.

3-976. Creation and Purpose. There is hereby created and established the Tremonton City Citizens Advisory Committee (hereinafter the "Committee" or "CAC"). The purpose of the Committee is to facilitate structured, inclusive, and transparent resident engagement and to serve as a formal advisory body to the City Council.

3-977. Authority and Limitations. The Committee serves in an advisory capacity only. It does not possess executive, legislative, or decision-making authority. The Committee shall not direct or manage city operations, staffing, budgets, or policy implementation. The purpose of the Committee is to make ~~a~~ non-binding recommendations to the City Council on any issue the Committee, or residents-citizens, present for consideration. The City Council retains full and final authority to accept, accept with modifications, or reject any recommendation provided by the Committee. All actions of the Committee shall comply with applicable city ordinances and ~~be conducted in an open forum that substantially comply with the Utah Open and Public Meetings Act~~ shall be taken in a meeting open to the public as provided in Section 3-980. The Committee shall have no closed sessions.

3-978. Composition and Appointment.

(1) The Committee shall consist of seven (7) voting members, with the intent that ~~The composition shall include one (1) Chair and six (6) of the~~ members, ~~with the intent that each of the six members~~ represents one of the city's established voting precincts.

(2) All voting Mmembers of the Committee shall be appointed by the Mayor with the advice and consent of the City Council.

(3) ~~A designated member of the City Council shall serve as a liaison to the Committee. The liaison shall facilitate communication but shall not have voting rights on the Committee. The Mayor, with the advice and consent of the City Council, may appoint up to six (6) alternate members in the same manner as voting members, with the intent that each alternate represents one of the city's established voting precincts. An alternate may attend and participate in the discussion at all meetings of the Committee. When a voting member is absent, the Chair shall seat an alternate in that member's place for the meeting, and the seated alternate may vote and shall count toward a quorum. The seated alternate, if in attendance, shall be the alternate from the precinct that the absent member is appointed to represent. If the absent member is an at-large member, or if the alternate from the specific precinct is not in attendance, the Chair may select any one of the present alternates. Alternates shall serve terms and are subject to vacancy and removal in the same manner as voting members.~~

3-979. Terms of Office.

(1) Committee members shall serve staggered terms of ~~up to~~ three (3) ~~consecutive~~ years, except as provided in Subsection (2). The Committee year shall officially begin on April 1 of each calendar year.

(2) The initial terms of the members first appointed under this Part shall be staggered so that approximately one third of the seats expire in each of the first three Committee years, with initial terms of two (2), two and one-half (2½), and three (3) years, with each initial term ending on March 31 of the applicable year. The initial term for each seat shall be assigned by the Mayor with the

~~advice and consent of the City Council, upon the recommendation of the Committee. All terms after the initial terms shall be three (3) years. During the initial formation period of the Committee, temporary adjustments to term lengths and precinct representation requirements may be authorized to ensure operational continuity until a full seven member board is established.~~

(3) Vacancies shall be filled in the same manner as original appointments for the unexpired portion of the term.

~~(4) A member's seat becomes vacant upon the member's written resignation delivered to the City Recorder, upon the member ceasing to reside within Tremonton City, or upon removal as provided in Subsection (5).~~

~~(5) A member, including the Chair, may be removed by the Mayor, with or without cause, with the advice and consent of the City Council. The Committee serves in an advisory capacity only, and all members and alternates serve at the pleasure of the Mayor and the City Council.~~

3-980. Organization, Officers, and Meetings.

~~(1) The Committee officers of the Committee shall select abe the Chair and the Vice Chair from among its members, subject to the procedures outlined in the Committee's adopted bylaws.~~

~~(2) The initial Chair shall be designated by the Mayor from among the appointed voting members, with the advice and consent of the City Council, for a term of one (1) year. Upon expiration of the initial Chair's term, and annually thereafter, the Committee shall elect a Chair from among its voting members by majority vote of the appointed voting members at a noticed meeting. A Chair may be re-elected. A change in the Chair does not by itself terminate that individual's membership on the Committee. The Committee shall adopt bylaws and a formal Charter governing its internal procedures, engagement strategies, and code of conduct.~~

~~(3) The Committee shall elect a Vice Chair from among its voting members by majority vote of the appointed voting members at a noticed meeting, in accordance with the Committee's adopted bylaws or, until bylaws are adopted, as provided in this Subsection. The Vice Chair shall act in the absence of the Chair. The Committee shall meet at times and locations established by its work plan. A majority of the appointed voting members shall constitute a quorum.~~

~~(4) The Committee shall select a Secretary from among its members to assist with the preparation of agendas and minutes. The Secretary serves in a support role and is not an officer of the Committee. Although the Committee is not subject to the Open Meetings Act because it does not have any governing authority, all meetings shall be noticed and conducted in accordance with the Utah Open and Public Meetings Act.~~

~~(5) The Committee shall adopt bylaws and a formal Charter governing its internal procedures, engagement strategies, and code of conduct.~~

~~(6) The Committee shall meet at times and locations established by its work plan. A majority of the appointed voting members shall constitute a quorum.~~

~~(7) The Committee is not vested with authority to make decisions regarding the public's business and is not a public body subject to the Utah Open and Public Meetings Act. All meetings of the Committee shall nonetheless be open to the public. The date, time, place, and agenda of each meeting shall be posted on the City's website at least twenty-four (24) hours before the meeting. The Committee shall keep written minutes of each meeting, which shall record the date, time, and place of the meeting, the members present and absent, the substance of all matters discussed, and each vote taken.~~

~~(8) The Secretary, or in the Secretary's absence the Chair, shall deliver approved minutes to the City Recorder within ten (10) days of approval. The City Recorder shall post approved minutes to~~

the City's public meeting archive on the City website and shall retain them in accordance with the applicable state records retention schedule.

(9) The records of the Committee, including agendas, minutes, membership rosters, applications, and reports to the City Council, are records of Tremonton City and shall be maintained by or made available to the City Recorder.

(10) Until the Committee adopts bylaws and a Charter as provided in Subsection (5), the Committee may meet, organize, and conduct formation business, but shall not conduct the public engagement activities described in Section 3-981(1).

(11) In the event of a conflict between this Part and the Committee's Charter or bylaws, this Part controls. The Committee shall conform its Charter and bylaws to this Part.

3-981. Duties and Responsibilities. The Committee shall have the following duties:

(1) Gather and synthesize resident input through structured engagement activities, including public forums, surveys, and listening sessions.

(2) Evaluate city proposals and provide balanced, data-informed advisory recommendations to the City Council.

(3) Submit formal reports to the City Council that accurately reflect community perspectives, explicitly including both supporting and opposing viewpoints and potential trade-offs.

(4) Establish temporary, issue-specific working groups or subcommittees, ~~("Tiger Teams")~~ as defined in the Committee's Charter, to needed to conduct focused research and analysis on emerging community priorities.

(5) Operate transparently and in accordance with the Utah Dignity Index to promote respect, civility, and collaborative problem-solving.

(6) The foregoing duties and responsibilities shall not be interpreted or understood to be a delegation of any duty of the City Council nor remove any obligation, right, or responsibility of the City Council. The City Council retains all of its rights, powers, responsibilities, duties, and obligations, and the Committee is created to assist the City Council and provide a convenient forum for information to be considered by additional citizens and to provide additional insights and recommendations to the City Council.

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

I, Cynthia Nelson, the City Recorder of Tremonton, Utah, do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. 26-03, entitled “**AMENDING TITLE 3, PART 3-975 CITIZENS ADVISORY COMMITTEE OF THE REVISED ORDINANCES OF TREMONTON CITY CORPORATION; PROVIDING FOR APPOINTMENT OF MEMBERS AND ALTERNATES, SELECTION OF THE CHAIR, VICE CHAIR, AND SECRETARY, INITIAL STAGGERED TERMS, VACANCIES AND REMOVAL, OPEN MEETINGS, PUBLIC NOTICE, AND RECORDS; AND PROVIDING FOR AN EFFECTIVE DATE**” adopted and passed by the City Council of Tremonton, Utah, at a regular meeting thereof on the 6th day of October 2026, which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2026.

Cynthia Nelson, City Recorder

RESOLUTION NO. 26-61

A RESOLUTION OF THE TREMONTON CITY COUNCIL SELECTING A CONSULTANT FOR THE TREMONTON CITY GENERAL PLAN UPDATE AND AUTHORIZING CITY STAFF TO NEGOTIATE THE SCOPE, SCHEDULE, AND FEE OF A PROFESSIONAL SERVICES AGREEMENT WITH THE SELECTED FIRM

WHEREAS, Utah Code 10-9a-401 requires each municipality to prepare and adopt a comprehensive, long-range general plan for the present and future needs of the municipality and for the growth and development of the land within the municipality; and

WHEREAS, Utah Code 10-3-717 authorizes the governing body of a municipality to exercise its administrative powers by resolution; and

WHEREAS, the City Council has determined that a comprehensive update to the Tremonton City General Plan is needed to guide future growth, land use, transportation, infrastructure, housing, economic development, and community facilities, and to provide meaningful opportunities for residents and stakeholders to help shape the City's future; and

WHEREAS, on Monday August 17, 2026, Tremonton City issued a Request for Statements of Qualifications ("RFSQ") soliciting Statements of Qualifications ("SOQs") from qualified consulting firms to prepare a comprehensive update to the City's General Plan, with SOQs due no later than 5:00 p.m. on Friday, September 4, 2026; and

WHEREAS, the City received SOQs in response to the RFSQ, and City staff reviewed each SOQ for responsiveness and evaluated each responsive SOQ against the pre-interview criteria stated in the RFSQ, for a maximum of eighty (80) points: Firm Qualifications and Experience (25 points); Project Approach and Methodology (25 points); Project Team and Personnel Qualifications (15 points); and References (15 points); and

WHEREAS, firms scoring seventy (70) or more of the eighty (80) pre-interview points were deemed qualified and invited to interview, and City staff evaluated each interviewed firm on its project team, communication skills, and understanding of the City's goals, for a maximum of twenty (20) additional points; and

WHEREAS, City staff combined each qualifying firm's pre-interview score with its interview score to produce a final overall ranking, and has presented the top-ranked firms, up to three, to the City Council together with supporting qualifications information, as identified in Exhibit "A" attached hereto; and

WHEREAS, consistent with the RFSQ, cost was not requested or scored as part of the selection process, and the fee for the work will instead be negotiated with the selected firm following selection; and

WHEREAS, the RFSQ provides that the City Council will select the firm it determines best meets the City's needs from among the firms presented and will authorize City staff to begin fee and scope negotiations, and that if the City and the selected firm are unable to reach agreement on fee or scope, the City may terminate negotiations and proceed to negotiate with the next-highest-ranked firm presented to the City Council; and

WHEREAS, the City Council has reviewed the ranking and supporting qualifications information presented by City staff and finds that [SELECTED FIRM] best meets the needs of the City, and that authorizing negotiations as set forth in this Resolution is in the best interest of the City and its residents.

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

Section 1. Selection of Consultant. The City Council selects [SELECTED FIRM] as the consultant for the Tremonton City General Plan Update from among the top-ranked firms identified in Exhibit “A.”

Section 2. Authorization to Negotiate. The City Council authorizes the City Manager, or the City Manager’s designee, to negotiate the scope of work, schedule, fee, and other terms of a Professional Services Agreement with the Selected Firm, consistent with the Scope of Work, GIS data and deliverable requirements, and ownership of work product provisions set forth in the RFSQ.

Section 3. Negotiation with Next-Ranked Firm. If the City Manager determines that the City and the Selected Firm are unable to reach agreement on fee or scope within a reasonable time, the City Manager may terminate negotiations with the Selected Firm by written notice and proceed to negotiate with the next-highest-ranked firm identified in Exhibit “A,” and may continue in that manner, in order of rank, with the remaining firms identified in Exhibit “A.” Negotiations that have been terminated with a firm shall not be reopened with that firm.

Section 4. City Council Approval of Agreement. Upon the successful conclusion of negotiations, City staff shall present the negotiated Professional Services Agreement to the City Council for approval. No Notice of Award or Notice to Proceed shall be issued, and no agreement shall be executed, until the City Council has approved the Professional Services Agreement. Nothing in this Resolution obligates the City to enter into an agreement with any firm, and the City retains all rights reserved in the RFSQ, including the right to reject any or all SOQs or to cancel the solicitation if doing so is in the best interest of the City.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

Adopted and passed by the City Council this 6th day of October 2026.

TREMONTON CITY
A Utah Municipal Corporation

By _____

Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

Tremonton City General Plan Update — Top-Ranked Firms

Final overall ranking presented by City staff following SOQ evaluation and interviews, as described in Sections 7 and 8 of the RFSQ.

Rank	Firm	Pre-Interview Score (max. 80)	Interview Score (max. 20)	Total Score (max. 100)
1	JUB	76	20	96
2	Landmark Design	77	18	95
3	Methods	75.5	19	94.5

ORDINANCE 26-21

AN ORDINANCE OF THE TREMONTON CITY CORPORATION AMENDING THE TREMONTON CITY ZONING MAP TO ASSIGN THE RESIDENTIAL DISTRICT (R1-10) ZONING DESIGNATION TO TAX PARCEL NO. 05-079-0006, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Tax Parcel No. 05-079-0006, consisting of approximately 35 acres, was annexed into Tremonton City as a standalone annexation under Ordinance No. 24-08, approved July 22, 2024; and

WHEREAS, Tax Parcel No. 05-079-0006 is adjacent to, but not part of, the LB Landholdings Annexation approved under Ordinance No. 25-07, and was therefore not included in Ordinance No. 25-13 or Ordinance No. 25-15, which zoned parcels within the LB Landholdings Annexation boundary; and

WHEREAS, City staff cannot find that any action of the City Council resulted in the adoption of an ordinance establishing a zoning designation for Tax Parcel No. 05-079-0006 following its annexation, and the current Tremonton City Zoning Map shows no zoning designation for the parcel; and

WHEREAS, Tax Parcel No. 05-079-0006 was included in the public hearing notices and meetings of the Tremonton City Planning Commission held on May 13, 2025, May 27, 2025, and June 24, 2025, in connection with the zoning of the LB Landholdings Annexation area; and

WHEREAS, on June 24, 2025, the Planning Commission voted to recommend to the City Council the zoning of the annexation area parcels under consideration, which included Tax Parcel No. 05-079-0006; and

WHEREAS, the City Council finds that assigning a zoning designation to Tax Parcel No. 05-079-0006 is necessary to bring the parcel into conformance with City Code requirements that all land within the corporate limits carry an assigned zoning district, and that zoning the parcel as Residential District (R1-10) is consistent with the surrounding zoning pattern and is not detrimental to the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TREMONTON CITY CORPORATION, STATE OF UTAH:

Section 1. Zoning Map Amendment. The Tremonton City Zoning Map is hereby amended to assign the Residential District (R1-10) zoning designation to Tax Parcel No. 05-079-0006, consisting of approximately 35.045 acres, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This ordinance shall become effective immediately upon its adoption.

ADOPTED AND PASSED this 6th day of October, 2026, and shall be effective upon its adoption.

TREMONTON CITY CORPORATION

Mayor Bret Rohde

ATTEST:

Cynthia Nelson, City Recorder

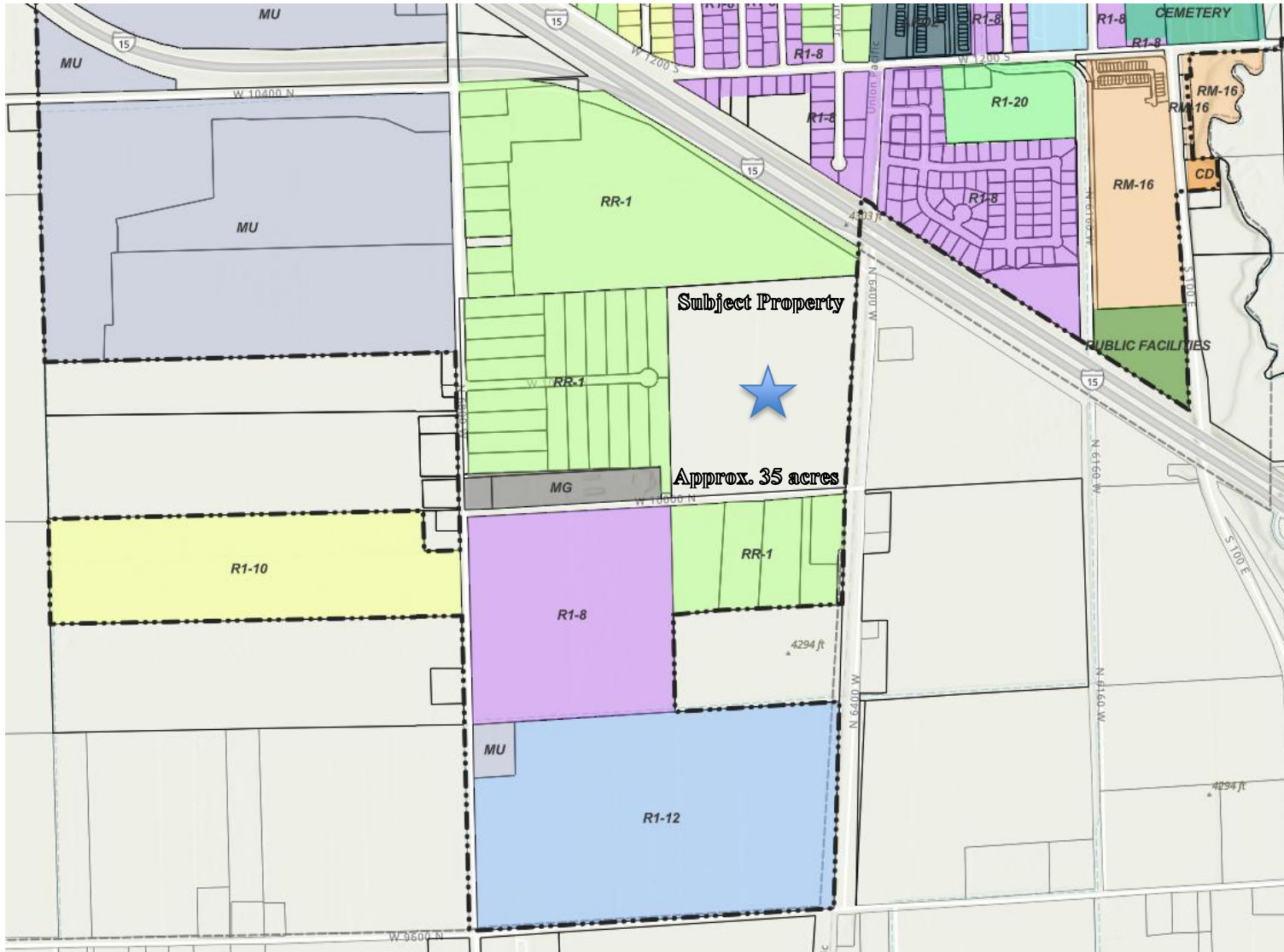
Publication Date: _____

Exhibit “A”: LEGAL DESCRIPTION OF PARCEL NUMBER 05-079-0006

05-079-0006:

SE/4 OF NW/4 OF SEC 15, TWP 11 N, R 3 W, SLM, LESS ROADS. EXC OF RES.

Exhibit “B”: AMENDMENT TO THE OFFICIAL ZONING MAP TO APPLY THE R1-10 ZONING DESIGNATION TO APPROXIMATELY 35 ACRES LOCATED NEAR THE INTERSECTIONS OF 6400 WEST AND 10000 NORTH (PARCEL NUMBER 05-079-0006



STATE OF UTAH)
 : ss.
COUNTY OF BOX ELDER)

I, Cynthia Nelson, the City Recorder of Tremonton, Utah, do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. 26-21, entitled “AMENDING THE TREMONTON CITY ZONING MAP TO ASSIGN THE RESIDENTIAL DISTRICT (R1-10) ZONING DESIGNATION TO TAX PARCEL NO. 05-079-0006.” Adopted and passed by the City Council of Tremonton, Utah, at a regular meeting thereof on the 6th day of October 2026, which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____ 2026.

Cynthia Nelson, City Recorder

MEMORANDUM

TO: Tremonton City Council

FROM: Tremonton City Community Development Staff

SUBJECT: LB Landholdings Annexation – Zoning of Tax Parcel No. 05-079-0006

SUMMARY: Request to adopt zoning of Residential District (R1-10) for Tax Parcel No. 05-079-0006 (approximately 35 acres), a parcel within the LB Landholdings Annexation.

Tax Parcel No. 05-079-0006 was annexed into Tremonton City on its own, under Ordinance No. 24-08 (approved July 22, 2024), as a standalone 35.045-acre annexation — not as part of the LB Landholdings Annexation, which followed roughly six months later under Ordinance No. 25-07 (January 2025). Because the two annexations are adjacent, Tax Parcel No. 05-079-0006 continued to appear on subsequent LB Landholdings plats and exhibits as a labeled neighboring parcel, which appears to have created the impression that it was part of that later annexation. In fact, no zoning ordinance was ever adopted for Tax Parcel No. 05-079-0006 following its 2024 annexation, and it was correctly left out of both Ordinance No. 25-13 and Ordinance No. 25-15, since those ordinances only zoned parcels within the LB Landholdings Annexation boundary. As a result, Tax Parcel No. 05-079-0006 currently carries no zoning designation on the City's zoning map. Because no prior application record could be located for this parcel, staff manually entered the necessary data to create Application No. 26.026 so the zoning action could proceed. Staff recommends the City Council adopt R1-10 zoning for this parcel to bring it into conformance with the surrounding zoning pattern.

PLANNING COMMISSION SUMMARY

The Planning Commission first held a public hearing on the proposed zoning of the LB Landholdings Annexation parcels — including Tax Parcel No. 05-079-0006 — on May 13, 2025. Following public comment, the Commission voted to table the item for further discussion (motion by Commission Member Van Tassell, approved). The item returned before the Commission on May 27, 2025, where it was again tabled pending an additional public meeting.

On June 24, 2025, the Planning Commission voted to recommend the rezoning of the LB Landholdings Annexation parcels to the City Council (motion by Commission Member Miller, seconded by Commission Member Thompson; approved 6-0). Tax Parcel No. 05-079-0006 was part of the annexation area under consideration at each of these three meetings.

Following the Planning Commission’s recommendation, the City Council adopted Ordinance No. 25-13 on July 15, 2025, zoning approximately 31 specifically-listed tax parcels within the annexation. Tax Parcel No. 05-079-0006 is not among the parcels listed in that ordinance. Two (2) remaining parcels (Harris and Anderson) were intentionally excluded from Ordinance No. 25-13 for further discussion and were subsequently zoned by Ordinance No. 25-15 on August 5, 2025. Tax Parcel No. 05-079-0006 was not addressed by Ordinance No. 25-15 either. The omission of this parcel from both ordinances appears to be an administrative oversight rather than a deliberate decision by either body — no discussion in the record reflects an intent to exclude it or to leave it unzoned.

ATTORNEY GUIDANCE

Legislative Review:

The Planning Commission reviews and makes recommendations to the City Council regarding amendments to the general plan and land use regulations. *See* Utah Code § 10-20-302(1). Planning Commissioners are public officials that are political appointees of the City Council. As non-elected public officials, Planning Commissioners do not have a constituency, nor do they represent the citizens or a neighborhood. The Planning Commission's primary purpose is to be an advisory body to the City Council by providing reasoned recommendations to the City Council on land use matters. *See* Tremonton Code § 1.04.035. In practice, the Planning Commission makes a recommendation to the City Council whether a certain land use application, or proposed ordinance, is consistent with Tremonton City Code requirements for zoning applications and the City’s general plan. The Planning Commission must also consider, and only advance applications of zoning amendments, that comply with Utah State law. The Planning Commission should include references to the standards in Tremonton City Code and Utah State Code supporting its recommendations. In that regard, the State Code standards that may be included are as follows:

10-20-101. Purposes — General land use authority.

(1) The purposes of this chapter are to:

- (a) provide for the health, safety, and welfare;
- (b) promote the prosperity;
- (c) improve the morals, peace, good order, comfort, convenience, and aesthetics of each municipality and each municipality's present and future inhabitants and businesses;
- (d) protect the tax base;
- (e) secure economy in governmental expenditures;
- (f) foster the state's agricultural and other industries;
- (g) protect both urban and nonurban development;
- (h) protect and ensure access to sunlight for solar energy devices;
- (i) provide fundamental fairness in land use regulation;
- (j) facilitate orderly growth, allow growth in a variety of housing types, and contribute toward housing affordability; and
- (k) protect property values.

- (2) To accomplish the purposes of this chapter, a municipality may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the municipality considers necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing:
- (a) uses;
 - (b) density;
 - (c) open spaces;
 - (d) structures;
 - (e) buildings;
 - (f) energy efficiency;
 - (g) light and air;
 - (h) air quality;
 - (i) transportation and public or alternative transportation;
 - (j) infrastructure;
 - (k) street and building orientation;
 - (l) width requirements;
 - (m) public facilities;
 - (n) fundamental fairness in land use regulation; and
 - (o) considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.

BACKGROUND

Tax Parcel No. 05-079-0006 was annexed into Tremonton City as part of the LB Landholdings Annexation in January 2025, but was inadvertently omitted from the subsequent zoning ordinances adopted for the remainder of the annexation area. The relevant history is summarized below:

January 2025: Annexation plat recorded for the LB Landholdings Annexation (211.34 acres total). Tax Parcel No. 05-079-0006 is shown on the plat within the annexed area, under the same ownership (LB Land Holdings LLC, Anne LLC & Larkee Reed) as the parcel later zoned R1-8.

May 13, 2025: Planning Commission holds a public hearing on proposed zoning for the annexation parcels; item tabled for further discussion.

May 27, 2025: Planning Commission holds a continued public hearing; item tabled again pending an additional public meeting.

June 24, 2025: Planning Commission recommends the rezoning of the annexation parcels to the City Council; approved 6-0.

July 14, 2025: City Council holds a Town Hall on the annexation; developer Brodie Calder discusses the proposed R1-8 zoning for his acreage.

July 15, 2025: City Council adopts Ordinance No. 25-13, zoning 32 named tax parcels within the LB Landholdings Annexation. Tax Parcel No. 05-079-0006 is not among them. Two parcels (Harris and Anderson) are explicitly excluded from the ordinance for further discussion.

August 5, 2025: City Council adopts Ordinance No. 25-15, zoning the two previously-excluded parcels (05-081-0016 – Harris – R1-10; 05-199-0003 – Anderson – R1-12), per the property owners' stated preference. Tax Parcel No. 05-079-0006 is again not addressed.

Present: Tax Parcel No. 05-079-0006 remains without an assigned zoning district on the City's current zoning map.

FINDINGS

Based on the background and analysis contained within this memorandum, the City Council could consider the following findings:

1. *That Tax Parcel No. 05-079-0006 was annexed into Tremonton City under Ordinance No. 24-08 in July 2024, but no zoning ordinance was ever adopted for the parcel, leaving it with no zoning designation on the City's zoning map.*
2. *That the parcel is not part of the LB Landholdings Annexation, notwithstanding its appearance as a labeled neighboring parcel on subsequent LB Landholdings plats and exhibits.*
3. *That assignment of a zoning designation to Tax Parcel No. 05-079-0006 is necessary to bring the parcel into conformance with City Code requirements that all land within the corporate limits carry an assigned zoning district.*
4. *That zoning the parcel as Residential District R1-10 is not detrimental to the public health, safety, and welfare.*

PUBLIC NOTICE, MEETINGS, COMMENTS

Tax Parcel No. 05-079-0006 was included in the public hearing notices and meetings held in connection with the LB Landholdings Annexation on May 13, 2025, May 27, 2025, and June 24, 2025. No zoning-specific public notice has been issued for this parcel independent of those hearings.

RECOMMENDED MOTIONS

Sample Motion for *Approval* – “I move we approve Application No. 26.026, applying zoning to Tax Parcel No. 05-079-0006 as the Residential District R1-10, consistent with the zoning previously discussed for this parcel, based on the findings listed in the memorandum dated October 6, 2026.”

Sample Motion for *Approval of a Different Zoning Type* – “I move we approve Application No. 26.026, applying zoning to Tax Parcel No. 05-079-0006 (*new zoning type*), based on the findings listed in the memorandum dated October 6, 2026, with the following findings:

- *List any findings for a different zoning type...*

ATTACHMENTS

Attachment "A": Parcel 05-079-0006 Annexation Plat (Ordinance No. 24-08, July 2024)

Attachment "B": LB Landholdings Annexation Plat (Ordinance No. 25-07, January 2025)

Attachment "C": Ordinance No. 25-13 – LB Landholdings Zoning

Attachment "D": Ordinance No. 25-15 – Zoning of Harris and Anderson Parcels

Attachment "A": Parcel 05-079-0006 Annexation Plat (Ordinance No. 24-08, July 2024)

PLAT OF ADDITION TO
THE CORPORATE LIMITS OF TREMONTON CITY
ANNEXATION PLAT ORDINANCE NO. 24-08
A PART OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN

BOX ELDER COUNTY SURVEYOR
I HEREBY CERTIFY THAT THE BOX ELDER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA, AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN COUNTY OFFICES. THE APPROVAL OF THIS PLAT BY THE BOX ELDER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.
SIGNED THIS 19th DAY OF AUGUST, 2024.
Scott W. Senter
BOX ELDER COUNTY SURVEYOR

ACCEPTANCE BY LEGISLATIVE BODY
THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF TREMONTON CITY, BOX ELDER COUNTY, UTAH HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS AND THE OWNERS OF AT LEAST ONE THIRD IN VALUE OF REAL PROPERTY SHOWN, REQUESTING THAT SAID AREAS BE ANNEXED TO THE CITY OF TREMONTON, UTAH AND THAT A COPY OF THE ORDINANCE OR RESOLUTION HAS BEEN PREPARED FOR FILING HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SEC. 10-2-403 AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS FINAL LOCAL ENTITY PLAT A PART OF SAID CITY.
SIGNED THIS 22nd DAY OF JULY, 2024.
APPROVED: *Scott W. Senter*
MAYOR
CITY RECORDER

ANNEXATION PARCEL
33.045 ACRES

ANNEXATION BOUNDARY DESCRIPTION
A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.
BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 10000 NORTH STREET, POINT ALSO BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LOCATED 1318.47 FEET NORTH 87°06'20" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER AND 14.50 FEET NORTH 03°51'40" WEST FROM THE WEST QUARTER CORNER OF SAID SECTION 15, RUNNING THENCE NORTH 00°57'00" WEST 1317.52 FEET ALONG SAID WEST LINE TO THE EXISTING TREMONTON CITY CORPORATE LIMIT LINE, ALSO BEING THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THENCE NORTH 87°17'12" EAST 1212.56 FEET ALONG SAID CORPORATE LIMIT LINE AND SAID NORTH LINE TO THE WESTERN RIGHT-OF-WAY LINE OF THE U.P.R.R.; THENCE SOUTH 87°28'00" WEST 1231.18 FEET ALONG SAID WESTERN RIGHT-OF-WAY LINE TO SAID NORTH RIGHT-OF-WAY LINE, THENCE SOUTH 87°06'20" WEST 1108.28 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, CONTAINING 33.045 ACRES.

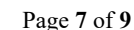
LEGEND
— SUBJECT PROPERTY LINE
--- ADJOINING PROPERTY LINE
--- CONTIGUOUS
--- FENCE LINE
--- EXISTING CITY LIMITS
--- ANNEXATION BOUNDARY
--- EXISTING STREET MONUMENT
--- FOUND REBAR SET BY HAI
--- SET SURVEY REBAR WITH CAP
--- SECTION CORNER

MUNICIPALITY ACKNOWLEDGEMENT
COUNTY OF BOX ELDER
On the 22nd day of July, 2024, personally appeared before me *Scott W. Senter*, Mayor, the signers of the within instrument, who duly acknowledged to me the truth and correctness of the same.
Scott W. Senter
Mayor
Notary Public Name: _____
Commission No. 7141155
Expires: 11-28-2024

COUNTY RECORDER'S NO. 478070
State of Utah, County of Box Elder, Recorded and
Filed at the Request of *Tremontan City*
Date *8/25/2024* Time *2:03 PM* Fee *\$450.00*
Abstracted *SK 1954* P. 854

PARCEL LINE DATA
SEGMENT DIRECTION LENGTH
L1 N02°25'40"W 16.50'

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
530 North West Street, Brigham, Utah 84302
Visit us at www.hai-inc.com
Brigham City, Utah
(435) 733-1441 (801) 589-4026 (435) 733-8222
Celebrating over 85 Years of Business



Attachment “C”: Ordinance No. 25-13 – LB Landholdings Zoning

ORDINANCE NO. 25-13

AN ORDINANCE OF TREMONTON CITY CORPORATION ZONING PARCELS THAT COMPRISES TAX PARCEL NUMBERS 05-081-0016, 05-199-0015, 05-199-0007, 05-199-0008, 05-199-0006, 05-199-0005, 05-079-0055, 05-079-0037, 05-079-0056, 05-079-0092, 05-079-0093, 05-079-0073, 05-079-0074, 05-079-0075, 05-079-0076, 05-079-0077, 05-079-0078, 05-079-0079, 05-079-0080, 05-079-0081, 05-079-0082, 05-079-0083, 05-079-0084, 05-079-0085, 05-079-0086, 05-079-0087, 05-079-0088, 05-079-0089, 05-079-0090, 05-079-0091, 05-199-0003, 05-199-0002, AND 05-199-0001, REFERRED TO AS THE LB LANDHOLDINGS ANNEXATION

WHEREAS, located along 1000 West are Parcels No. 05-081-0016, 05-199-0015, 05-199-0007, 05-199-0008, 05-199-0006, 05-199-0005, 05-079-0055, 05-079-0037, 05-079-0056, 05-079-0092, 05-079-0093, 05-079-0073, 05-079-0074, 05-079-0075, 05-079-0076, 05-079-0077, 05-079-0078, 05-079-0079, 05-079-0080, 05-079-0081, 05-079-0082, 05-079-0083, 05-079-0084, 05-079-0085, 05-079-0086, 05-079-0087, 05-079-0088, 05-079-0089, 05-079-0090, 05-079-0091, 05-199-0003, 05-199-0002, & 05-199-0001; and

WHEREAS, increased residential and mixed-use density promotes housing affordability by enabling a greater supply of units on limited land, thereby helping to meet demand and reduce upward pressure on housing prices; and

WHEREAS, density creates capacity for development to expand and construct capital infrastructure in accordance with City standards and specifications; and

WHEREAS, compact growth encourages economies of scale that allow municipalities to invest in enhanced public amenities—including parks, libraries, recreation centers, and cultural facilities—benefiting a broader and more diverse population;

WHEREAS, by concentrating development, higher density reduces per capita infrastructure costs, making it more feasible for local governments to provide and maintain essential services sustainably over time;

WHEREAS, consistent with the noticing requirements, the Tremonton City Planning Commission held a public hearing on May 13, 2025 to listen to public comment regarding the proposed zoning; and

WHEREAS, after holding a public hearing, the Planning Commission recommends to the City Council for their approval and adoption of zoning Parcels No. 05-199-0015, 05-199-0007, 05-199-0008, 05-199-0006, 05-199-0005, 05-079-0055, 05-079-0037, 05-079-0056, 05-079-0092, 05-079-0093, 05-079-0073, 05-079-0074, 05-079-0075, 05-079-0076, 05-079-0077, 05-079-0078, 05-079-0079, 05-079-0080, 05-079-0081, 05-079-0082, 05-079-0083, 05-079-0084, 05-079-0085, 05-079-0086, 05-079-0087, 05-079-0088, 05-079-0089, 05-079-0090, 05-079-0091, 05-199-0002, & 05-199-0001 as shown in Exhibit “A.”

Attachment “D”: Ordinance No. 25-15 – Zoning of Harris and Anderson Parcels

ORDINANCE NO. 25-15

AN ORDINANCE OF TREMONTON CITY CORPORATION ZONING TAX PARCEL NUMBERS 05-081-0016 AND 05-199-0003 AS PART OF THE LB LANDHOLDINGS ANNEXATION

WHEREAS, located along 1000 West are Parcel Numbers 05-081-0016 & 05-199-0003; and

WHEREAS, City staff have communicated with the property owners about the base zoning to be established; and

WHEREAS, the City has received correspondence from the property owners to show the recommended zoning as seen in Exhibit “A”; and

WHEREAS, consistent with the noticing requirements, the Tremonton City Planning Commission held a public hearing on May 13, 2025 to listen to public comment regarding the proposed zoning; and

WHEREAS, after holding a public hearing, the Planning Commission recommends to the City Council for their approval and adoption of zoning Parcel Numbers 05-081-0016 & 05-199-0003 as shown in Exhibit “B.”

NOW, THEREFORE, BE IT ORDAINED that the Tremonton City Council of Tremonton, Utah hereby adopts, passes, and publishes Ordinance No. 25-15 amending the Tremonton City Zoning for the listed parcels as shown in Exhibit “B.”

Adopted and passed by the City Council of the City of Tremonton, Utah, this 5th day of August 2025. Ordinance to become effective upon adoption.

TREMONTON CITY
A Utah Municipal Corporation


Mayor Lyle Holmgren

ATTEST:


Cynthia Nelson, City Recorder

Publication Date: 8/6/2025



Ordinance No. 25-15

August 5, 2025

RESOLUTION NO. 26-62

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING AMENDMENTS TO THE TREMONTON CITY PERSONNEL POLICIES AND PROCEDURES MANUAL, *SECTION XVI: BENEFITS* REGARDING CREATING AN EMPLOYEE BENEFITS COMMITTEE

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

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

WHEREAS, Tremonton City staff has drafted amendments to *Section XVI: Benefits* for the City Council's consideration and recommends approval of the same; and

WHEREAS, employee benefits, including medical, dental, vision, life, and disability insurance, retirement contributions, paid leave, and wellness programs, are a significant part of total employee compensation and are essential to the City's ability to recruit and retain qualified employees; and

WHEREAS, the City Council desires to establish an Employee Benefits Committee to provide a structured way for employees from each City department to review benefits, gather employee input, and make recommendations; and

WHEREAS, the City Council finds that amending *Section XVI: Benefits* to establish an Employee Benefits Committee is in the best interest of the City, its employees, and its residents.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby approves amending *Section XVI: Benefits* as contained in Exhibit "A" regarding the City's creation of an Employee Benefits Committee.

ADOPTED AND PASSED by the City Council of Tremonton, Utah, this 6th day of October 2026. This Resolution shall become effective immediately.

TREMONTON CITY
A Utah Municipal Corporation

Bret Rohde, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

SECTION XVI: BENEFITS

1. **WORKERS COMPENSATION.** Tremonton City is committed to providing a safe work environment for employees. All employees who sustain a bona fide, on-the-job injury or illness are covered by Workers Compensation, which generally provides medical reimbursement and disability benefits as provided for by law.
 - A. **Initial Reporting of Illness or Injury.** Reporting the accident or illness is critical to qualification for payment under Workers Compensation. If an employee is injured while on the job, no matter how minor, the circumstances shall be reported to the Department Head and/or the HR Director immediately. All injuries shall be reported the day they occur. Failure to report injuries could jeopardize coverage of the injury. The HR Director shall begin a Workers Compensation claim and help to arrange medical care. After Form 122 is filled out (see Appendix 44), a copy shall be sent to the City's Workers Compensation carrier and a copy shall be sent to the Industrial Commission within seven (7) days of the date of the injury.
 - B. **Medical Attention.** If an employee sustains a life-threatening injury on the job, 911 shall be called to access normal emergency care. An employee who sustains a bona fide, non-life-threatening, on-the-job injury may seek medical attention from a provider covered by the City's Workers Compensation Network Provider. If a Network Provider is not available, contact shall be made with the HR Director to arrange medical care. Failure to do so may affect a Workers Compensation claim. The employee shall tell the doctor HOW, WHEN, and WHERE the accident occurred. The doctor shall complete a medical report and copies of this report shall be sent within seven (7) days to the City's Workers Compensation carrier, the Industrial Commission, and to the injured worker. (Do not submit doctor or hospital bills for on-the-job injuries or illness to the employee's regular medical plan.)
 - C. **Post Injury Procedures.** If an employee becomes injured on the job, Tremonton City shall do all within its means to help the employee heal and return to work as quickly as possible. After receiving medical attention, the following steps shall be taken:
 - (1) The injured employee and their Department Head shall deliver all paperwork received from the attending physician to the HR Director. All employees shall return to work after the approval of the attending physician. A statement from the attending physician stating that the employee is able to resume normal duties shall be required before returning to work. Failure to return to work when directed may result in immediate termination.
 - (2) The HR Director and the injured employee's Department Head shall review any restrictions given by the medical provider with the injured employee's job description and determine if the employee's regular job

duties meet the restrictions. If not, Tremonton City shall accommodate light duty/restricted duty jobs and shall work with the employee's Department Head to design a work strategy that meets the injured employee's restrictions and accomplishes the City's goals. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job description.

- (3) Injured employees shall comply with the restrictions they are given. Failure to do so could slow their recovery or cause further injury and/or immediate termination.

D. While on Workers Compensation Leave.

- (1) Employee Requirements. While on Workers Compensation leave, the injured employee's Department Head and the HR Director shall regularly follow up with the employee, medical providers, and the Workers Compensation Claims Adjuster to make sure the employee is meeting the following requirements: getting the care required by the attending physician; attending his or her medical appointments; complying with his or her restrictions; and that any restricted duty assignments are helping the employee move closer to his or her regular job duties. Failure of the injured employee to comply with these requirements may result in revocation of the Workers Compensation Leave and/or immediate termination.
- (2) Compensation. Workers Compensation has a waiting period wherein the Workers Compensation fund will not pay income to the employee for the first three (3) days of lost time until the total time for a compensable injury or illness exceeds fourteen (14) days. An employee who is approved for Workers Compensation income shall receive an amount determined by the City's Workers Compensation insurance carrier while absent from work. Workers Compensation payments shall be sent from the insurance carrier directly to the employee. No regular payroll deductions (e.g. federal and State income tax, FICA, etc.) shall be withheld.
- (3) Gap Payments to Employee during Workers Compensation Waiting Period. The Mayor or City Manager shall be authorized to make a gap payment, that is income to be paid to the employee for their lost wages, for up to three days, which is the Workers Compensation waiting period based upon meeting all of the following criteria:
 - (a) The employee is eligible for Workers Compensation income and the total time for a compensable injury or illness is less than fourteen (14) days.

- (b) The employee does not have any paid-time leave with Tremonton City.
 - (c) The City receives written approval from Utah Retirement Systems (URS), when the injured employee is not already enrolled in URS that the City's gap payment to the employee to cover the waiting period for Workers Compensation income is not to be considered a benefit normally provided for eligibility enrollment into URS.
 - (d) Subrogation Rights. The employee assigns subrogation rights to Tremonton City, when a third party is or may be at fault for the employee's injury, to allow Tremonton City to recoup its cost from the third party for income paid to the employee. The subrogation rights shall be limited to an amount not to exceed the amount of income paid by the City to the employee.
 - (4) Health Insurance. An employee on Workers Compensation leave shall be required to continue to pay their portion of the monthly benefit premiums. Payment arrangements can be made with the HR Director to maintain benefits while the employee is on leave. Failure to make premium payments when due may result in a loss of health insurance coverage.
 - (5) Accrual of Leave and Holidays. Paid annual leave, paid sick leave, paid holidays, and retirement benefits shall not accrue when an employee is on Workers Compensation leave.
 - (6) Use of Paid Annual Leave or Paid Sick Leave. Full-time employees who are eligible for paid annual leave and paid sick leave, may supplement their Workers Compensation income through the use of partial paid sick leave or paid annual leave earned prior to the injury.
 - (7) If no Vacancy Exists. At the time of final release or settlement of a Workers Compensation claim, if no vacancy exists and if a reasonable effort, which has proven to be unsuccessful, has been made to place the employee in another position, the employee may be terminated and paid any accrued benefits due to them.
2. SOCIAL SECURITY/FICA. All employees are covered by the benefits of Old Age, Survivors, and Disability Insurance as provided for by law. Contributions of the employee and Tremonton City shall be made in accordance with the provision of the law.
 3. STATE AND FEDERAL UNEMPLOYMENT. All employees are covered by the benefits of State and Federal Unemployment. Contributions of the employee and Tremonton City shall be made in accordance with the provision of the law.

4. SHORT-TERM DISABILITY. Eligible employees are covered by Short-Term Disability, which provides short-term disability benefits for non-job-related illness or injury.
- A. Short-Term Disability Waiting Period. The waiting period for Short-Term Disability is four (4) weeks.
 - B. Eligibility. In order to be eligible to participate in short-term disability benefits, if offered by the City, an employee shall be:
 - (1) A Full-time employee with one (1) year or more of continuous service; and
 - (2) Determined by a physician, in writing, to be disabled and unable to perform their normal duties for a period in excess of four (4) weeks.
 - C. Existing Leave. Before receiving any short-term disability leave advance or benefit payment from the City, employees shall use all their accrued paid sick and paid annual leave.
 - D. Short-Term Disability Benefit. After the four (4) week waiting period and use of all accrued paid sick and paid annual leave, an employee shall receive an advance from a future year's paid sick leave up to eighty (80) hours and an advance from a future year's paid annual leave up to eighty (80) hours. After exhausting all accrued and advanced paid sick and paid annual leave, the employee shall then receive, as a disability benefit payment, eighty (80) percent of the employee's pay (based on a forty (40) hour week) until the long-term disability benefits waiting period is over, at which time the employee shall be compensated under the terms of the long-term disability insurance program, if offered by the City. In no case shall the short-term disability benefit payment exceed a ninety (90) day period. Employees on short-term disability that do not return to work as a result of their disability shall not be required to repay advanced paid sick and paid annual leave.
 - E. Accrual of Leave and Holidays. Paid annual leave, paid sick leave, paid holidays, and retirement benefits shall not accrue when an employee is on short-term disability.
 - F. Donation of Leave Time. No paid annual leave or paid sick leave hours may be donated to an employee while on short-term leave (see Section XII: Employment Terms).
 - G. Health Insurance. An employee may elect to continue coverage under the City's group health insurance while on short-term disability at the same level and under the same terms and conditions as if they were not on leave. An employee who elects coverage is required to continue to pay their portion of the monthly health insurance premium. Payment arrangements can be made with the HR Director to

maintain health insurance benefits while the employee is on leave. Failure to make premium payments when due may result in a loss of coverage.

- H. Family and Medical Leave Act (FMLA). Use of the Family and Medical Leave Act (FMLA) shall run concurrent with short-term disability (see Section XVII: Family and Medical Leave Act for eligibility and administration).
 - I. Termination of Employment. If an employee fails to return to work or transition to Long-Term Disability after FMLA leave is exhausted, or after twelve (12) weeks, the employee may be terminated.
5. LONG-TERM DISABILITY. Eligible employees are covered by Long-Term Disability, which provides long-term disability benefits for non-job-related illness or injury.
- A. Eligibility. Full-time Employees are typically eligible for participation in long-term disability benefits if offered by the City. Eligibility of benefits for long-term disability shall be determined by the insurance provider.
 - B. Long-Term Disability Benefit. Determination of benefits for long-term disability shall be determined by the insurance provider.
 - C. Accrual of Leave and Holidays. Paid annual leave, paid sick leave, paid holidays, and retirement benefits shall not accrue when an employee is on long-term disability.
 - D. Donation of Leave Time. No paid annual leave or paid sick leave hours may be donated to an employee while on long-term disability leave (see Section XII: Employment Terms).
 - E. Health Insurance. An employee on long-term disability leave shall be terminated from the City's Health Insurance plan effective the first day of the month after long term disability begins and shall be entitled to a continuation of group health insurance coverage per the mandates of the Consolidated Omnibus Budget Reconciliation Act (COBRA) (see Section IX: Termination of Employment for more details).
 - F. Family and Medical Leave Act (FMLA). Use of the Family and Medical Leave Act (FMLA) shall run concurrent with long-term disability (see Section XVII: Family and Medical Leave Act for eligibility and administration).
 - G. Termination of Employment. If an employee fails to return to work after FMLA leave is exhausted, or after twelve (12) weeks, the employee may be terminated.

6. UTAH RETIREMENT SYSTEM.

A. Definitions. For the purposes of this policy, the following terms are defined herein:

- (1) “Utah State Retirement Board” established under UCA 49-11-202 to develop broad policy for the long-term operation of the various Utah Retirement systems, plans, and programs as per UCA 49-11-203.
- (2) “Benefits Normally Provided” as defined in the Utah State Retirement Board Resolution 2012-09 includes, but is not limited to, Annual Leave, Sick Leave, and Paid-Time-Off (PTO) in lieu of Annual Leave and/or Sick Leave, and retirement benefits of any kind if the employer pays a portion of the cost. “Benefits Normally Provided” shall not include Social Security, Workers Compensation insurance, unemployment insurance, Medicare or other similar payments or any benefits required by law including health coverage of any kind if the employer is required by law to pay a portion of the premium for such coverage or paid time off if the employer is required by law to give employees paid time off for global pandemics or the like (see Appendix 40).

B. Pension.

- (1) All Employees who average twenty (20) or more hours per week and who receive at least one normally provided benefit, as approved by the Utah State Retirement Board, are covered by the Utah State Retirement System, unless otherwise authorized by the City Council according to State Law.
 - (a) Tier 2 elected and appointed officials shall not be eligible for retirement benefits.

C. Exemption.

- (1) The following positions are eligible to exempt out of the Utah Retirement System’s pension plan:
 - (a) Mayor
 - (b) City Councilmembers
 - (c) City Manager
 - (d) City Recorder
 - (e) City Treasurer
 - (f) Police Chief
 - (g) Fire Chief
 - (h) Public Works Director
 - (i) Community Services Director
 - (j) Building Official
 - (k) Senior Center Director

- (l) Library Director
- (m) Food Pantry Director

D. Minimum Guaranteed Contribution Rates for Pension.

- (1) Tier 1 Noncontributory Local Government (Fund 15) Full-time Employees. Tremonton City guarantees their retirement contributions for Tier 1 Noncontributory Local Government (Fund 15) Full-time Employees shall not drop below 12.73% of the employee's wage, the highest rate set by the State as of July 1, 2003. If the contribution rate set by the Utah Retirement System does drop below 12.73%, the City shall contribute the difference into the benefited employee's 401k.
- (2) Tier 1 Public Safety Noncontributory (Fund 75). Tremonton City guarantees their retirement contributions for Tier 1 Public Safety Noncontributory (Fund 75) shall not drop below 12.73% of the employee's wage, the highest rate set by the State as of July 1, 2003 for Noncontributory Local Government (Fund 15). If the contribution rate set by the Utah Retirement System does drop below 12.73% of the employee's wage, the highest rate set by the State as of July 1, 2003, for Noncontributory Local Government (Fund 15), the City shall contribute the difference into the benefited employee's 401k.

E. IRS Pick-Up Elections.

- (1) Tier 1 Firefighter Retirement System Division A (Fund 31). Tremonton City elects to completely fund the required employee contribution for all eligible employees in the Tier I Firefighter Retirement System Division A (Fund 31) as allowed by federal and state law, including Section 414(h)(2) of the Internal Revenue Code, and according to the applicable Utah State Retirement System retirement contribution rates in a given fiscal year.
- (2) Tier 2 Public Safety Retirement System Division A (Fund 75). Tremonton City elects to fund 3.39% of the required employee contribution for all eligible employees in the Tier 2 Public Safety Retirement System Division A (Fund 75) as allowed by federal and state law, including Section 414(h)(2) of the Internal Revenue Code, and according to the applicable Utah State Retirement System retirement contribution rates in a given fiscal year.
- (3) Tier 2 Firefighter Retirement System Division A (Fund 31). Tremonton City elects to fund 3.39% of the required employee contribution for all eligible employees in the Tier 2 Firefighter Retirement System Division A (Fund 31) as allowed by federal and state law, including Section 414(h)(2) of the Internal Revenue Code, and according to the applicable Utah State Retirement System retirement contribution rates in a given fiscal year.

- F. Savings Plans. Full-time Employees may establish Utah Retirement System Savings Plans (401k, 457, Traditional IRA, and/or Roth IRA) accounts. Excepting as noted above in subsection C Minimum Guaranteed Contribution Rates for Retirement, the City shall not make contributions to employees' savings plans or match any employee's contributions. Additional details and enrollment forms are available from the HR Director.
- G. Additional details are available from the HR Director.
- H. Past Utah Retirement System Contributions.
 - (1) Statute of Limitations – Past Employees. The City shall fully exercise the statute of limitations afforded by Utah Retirement Systems Board Resolution 13-05 (see Appendix 52) that protects the City against unknown liabilities to hold the City harmless from past Utah Retirement Systems (URS) contributions and associated interest amounts older than three (3) years to past employees. The HR Director in coordination with the City Manager are authorized to inform URS of the City's policy not to pay past URS contributions older than three (3) years for past employees upon receiving notice from URS regarding outstanding past URS contributions and associated interest.
 - (2) Statute of Limitations – Current Employees. The City shall fully exercise or partially exercise the statute of limitations afforded by Utah Retirement Systems Board Resolution 13-05 (see Appendix 52) that protects the City against unknown liabilities to hold the City harmless from past Utah Retirement Systems (URS) contributions and associated interest amounts older than three (3) years to current employees. When the City receives notice of past URS contributions due to a current employee, the Mayor and City Manager shall notify the City Council of the amount. Thereafter, the City Council may individually direct or collectively direct, acting as a public body, the City Manager or Mayor to move forward by fully exercising or partially exercising the statute of limitations. Based upon the direction received by the City Council, the City Manager or Mayor may move forward as follows:
 - (a) Partially Exercise the Statute of Limitations. Under the partial exercise of the statute of limitations, the City shall pay only past URS contribution amounts older than three (3) years to current employees but shall *not* pay any calculated interest associated with past contribution amounts. At the election of the current employee, the contribution amount shall be paid either to:
 - (1) URS so that the employee receives partial years of service credit as calculated by URS; or

- (2) Paid directly to the employee in which case the employee shall receive no years of service credit in the Utah Retirement System. Employees shall sign an agreement acknowledging receipt of payment in lieu of a contribution to URS (see Appendix 53).
- (b) Fully Exercise the Statute of Limitations. Based upon the economic conditions of the City, as determined solely by the City Council at the time the City receives notification from Utah Retirement Systems of past contributions, the City Council may fully exercise the statute of limitations afforded by Utah Retirement Systems Board Resolution 13-05 (see Appendix 52) and direct the HR Director or City Manager to inform URS of the City Council's decision not to pay past URS contributions older than three (3) years and associated interest for current employees.

7. INSURANCE.

- A. Medical Health, Dental, and Vision Insurance. It is the policy of Tremonton City to pay a portion of the cost of health, dental, and vision insurance for each Full-time employee and his or her lawfully married spouse and dependent children as approved by the City Council during the budget process. If an employee and his or her lawfully married spouse are employed by Tremonton City, both employees may be eligible for health, dental, and vision insurance, but coverage shall only be provided under the name of one spouse rather than as coordinated coverage for both. Dependent children are eligible to be covered under only one Tremonton City-employed parent.
- B. Life Insurance. It is the policy of Tremonton City to pay for a basic life insurance policy for each Full-time employee and his or her lawfully married spouse and dependent children as approved by the City Council during the budget process.
- C. Local Public Safety and Firefighter Surviving Spouse Trust Fund. The Local Public Safety and Firefighter Surviving Spouse Trust Fund may provide health coverage for the surviving spouse and for children of a fallen public safety officer or firefighter until the children reach the age of 26. Determination of eligibility of a surviving spouse of a fallen local public safety officer or firefighter and possible benefits shall be limited to and defined in the *Public Safety Officer and Firefighter Line-of-duty Death Act* in Utah Code Title 53, Chapter 17 and as amended.
 - (1) Tremonton City's participation and responsibilities to the surviving spouse and children of the fallen public safety officer or firefighter shall be limited to any requirements contained in Utah Code Title 53, Chapter 17 as amended and in the cost-sharing agreement which it is required to enter

into with the Commissioner of the Utah Department of Public Safety. The Mayor is authorized to sign the annual cost-sharing agreement with the Commissioner and City staff is authorized to pay the required rates as established by the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees.

- (2) In accordance with Utah Code 53-17-501, the City shall notify the Utah Governor's Office of any possible line-of-duty death of an active member. The Governor's Office shall ensure that the spouse, at the time of death of the active member, or the beneficiary, are provided assistance to understand and apply for any death benefit for which the surviving spouse or beneficiaries may be eligible under Utah Code Title 53, Chapter 17, other Utah law, federal law, or local policy or ordinance.

8. HEALTH CARE REFORM.

A. Employer Mandate. Large Employers are mandated by the Affordable Care Act, effective January 1, 2015, to either be exposed to potential penalty or offer Health Coverage to Full-time Employees and their dependents, excepting the Margin of Error allowed by the Affordable Care Act. The Health Coverage offered shall meet the following requirements:

- (1) Minimum Essential Health Coverage. A plan shall cover at least sixty (60) percent of the total allowed costs of benefits under the plan.
- (2) Affordable Health Coverage. The premium cost to an employee for Health Coverage shall be no more than nine and a half (9.5) percent of the employee's household income. The employee's household income is defined as the employee's wages listed in Box 1 on their Form W-2.

B. Definitions. In accordance with the Affordable Care Act and for purposes of this policy only, the following terms are defined as follows:

- (1) "Full-Time Employee" shall mean an employee who consistently averages *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during a measurement period.
- (2) "Health Coverage" shall mean health insurance that meets the requirements contained in Section A of this policy and shall exclude dental and vision coverage. As noted in subsection 6 A (2) and 6 B (1) of this policy and as contained in Appendix Number 47, the offering of dental and vision coverage constitutes "Benefits Normally Provided" and this requires the City to enroll the employee in the Utah Retirement System.

- (3) “Large Employer” shall mean those employers with more than fifty (50) Full-time employees or Full-time employee equivalents. Tremonton City is a Large Employer by this definition.
- (4) “Margin of Error” shall mean five percent (5%) of your Full-time employees or five (5) Full-time employees, whichever is greater.
- (5) “Measurement Period” shall mean the designated period used to track the hours of Variable Part-time Employees to ascertain whether they are eligible for Health Coverage. The Measurement Period shall be 12 months long.
- (6) “Part-time Employees” shall mean an employee who consistently averages *less* than thirty (30) hours per week or *less* than one-hundred thirty (130) hours per month during a measurement period.
- (7) “Special Unpaid Leave” shall mean leave due to Family and Medical Leave Act (FMLA), Military, or Jury Duty.
- (8) “Variable Part-time Employees” shall mean Part-time employees that work fluctuating work schedules and employees who have seasonal schedules, wherein the City does not know if the employee shall qualify for eligibility for Health Coverage, under the Affordable Care Act, by averaging *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during a measurement period.

D. Compliance with Employer Mandate. It is the policy of Tremonton City to comply with the Employer Mandate provisions of the Affordable Health Care Act by doing the following:

- (1) Full-time Employees. The City shall offer Health Coverage that meets the minimum requirements, enumerated in subsection 8 A Employer Mandate, to Full-time Employees consistent with the Affordable Care Act; except the offering requirement specifically excludes offering Health Coverage to both an employee and his or her lawfully married spouse that is also employed by Tremonton City, when both employees may be eligible for Health Coverage as described in subsection 7 A of this policy.
- (2) Part-time Employees. The City shall *not* offer Health Coverage to Part-time Employees whose work schedule is intended to consistently average *less* than thirty (30) hours per week or *less* than one-hundred thirty (130) hours per month. Department Heads shall not allow Part-time Employees to work over thirty (30) hours per week without approval from the City Manager.
- (3) Variable Part-time Employees. Variable Part-time Employees that work fluctuating work schedules and employees who have seasonal schedules,

wherein the City does not know if the employee shall qualify for eligibility for Health Coverage, shall have their work hours measured to determine whether the City is mandated to provide Health Coverage through the Look Back/Stability Period Safe Harbor Method Process.

- E. Look Back/Stability Period Safe Harbor Method Process. The Look Back/Stability Period Safe Harbor Method (found in Prop. Treas. Reg. 54.4980H-1 and Prop. Treas. Reg. 54.4980H-3) is adopted by the City to identify if Variable Part-time Employees work on average *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during a Measurement Period. The Look Back/Stability Period Safe Harbor Method process is comprised of the following processes:
- (1) Standard & Initial Measurement Period Process. The Measurement Period is a designated period used to ascertain whether ongoing Variable Part-time Employees are eligible for Health Coverage.
 - (a) Standard Measurement Period Process. The hours for these Variable Part-time Employees shall be tracked on a monthly basis by the HR Director for a twelve (12) month period beginning on December 1st and ending on November 30th of each year (which is the Standard Measurement Period).
 - (b) Initial Measurement Period Process. For Variable Part-time Employees that are hired anytime after December 1, 2013, their Initial Measurement Period shall begin on the employee's first day of work (or day one of the first month following the employee's first day of work) and shall end after twelve (12) months.
 - (c) Determination of Eligibility. If a Variable Part-time Employee averages *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during the Standard or Initial Measurement Period, that employee is eligible for Health Coverage.
 - (2) Standard & Initial Administrative Period Process. The Administrative Period is a designated period allowed by City Administration to make an offering for Health Coverage (which excludes dental and vision coverage) to a Variable Part-time Employee who averaged *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during the Measurement Period. The eligible employee shall pay the same premium amounts as other City employees receiving Health Coverage (see Appendix Number 47 for additional detail). The Administrative Period allows the City to distribute and process completed Health Coverage enrollment materials.

- (a) Standard Administrative Period Process. The Standard Administrative Period shall be a one (1) month period beginning on December 1st and ending on December 31st of each year.
 - (b) Initial Administrative Period Process. For Variable Part-time Employees that are hired anytime after December 1, 2013, the Initial Administration Period shall begin immediately after the end of the Initial Measurement Period and shall last for a period of one (1) month.
 - (c) During the Administrative Period, the HR Director shall provide the eligible employee with the Health Coverage Offer Letter (see Appendix 46). The eligible employee shall state on the letter if they accept or decline the offered Health Coverage and provide their signature. The Health Coverage Offer Letter shall be retained in the employee's personnel file.
- (3) Standard & Initial Stability Period Process. The Stability Period is the period during which an employee who qualified for Health Coverage, due to their average hours worked during the Measurement Period, receives Health Coverage. During the Stability Period, the HR Director shall track, on a monthly basis, the employee's average hours worked.
- (a) Stability Period Process. The Stability Period shall be a twelve (12) month period beginning on January 1st and ending December 31st of each year. For employees that are hired anytime after December 1, 2013, the Initial Stability Period shall start immediately after the Initial Administrative Period and shall last for a period of twelve (12) months.
 - (b) Continuing Eligibility. An employee receiving Health Coverage because they worked on average *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during the Measurement Period, need not continue to average these same hours to remain eligible for Health Coverage during the Stability Period. However, at the end of the Stability Period, employees that fail to average *more* than thirty (30) hours per week or *more* than one-hundred thirty (130) hours per month during the Measurement Period, shall lose their eligibility to have Health Coverage provided by Tremonton City.
- (4) Migrating From Initial To Standard Measurement Period Process. New Variable Part-time Employees shall have the tracking of their hours worked migrated from the Initial Measurement Period to a Standard Measurement Period. Variable Part-time Employees that are hired anytime after December 1, 2013 shall have their hours worked measured during the

Initial Measurement Period and the Standard Measurement Period concurrently with the Standard Measurement Period starting with the first December 1st that occurs after the date of hire. All Standard Administrative and Stability Period processes shall apply at that point as well.

- F. Calculating Eligibility of Health Coverage for Part-time Employees on Leave. The determination of eligibility for offering Health Coverage for Part-time Employees on leave shall be calculated as follows:
- (1) Variable Part-time Employees Returning From Paid Leaves of Absence. Paid leaves of absence shall be counted the same as paid hours worked. Thus, hours of paid leave during a Measurement Period shall be counted the same as hours worked during a Measurement Period.
 - (2) Variable Part-time Employees Returning From Unpaid Leaves of Absence. A Variable Part-time Employee returning from unpaid leave, where employee is gone for more than twenty-six (26) consecutive weeks, shall be considered a newly hired employee upon return to work and shall be measured under the Initial Measurement Period Process. Otherwise, the employee shall be considered a current employee upon return and shall be placed back in the Standard Measurement/Stability Period Process.
 - (3) Variable Part-time Employees Returning from Special Unpaid Leave. A Variable Part-time Employee returning from Special Unpaid Leave due to FMLA, Military, or Jury Duty, shall be considered a current employee upon return, regardless of the amount of weeks absent. The Variable Part-time Employee shall be measured under the Standard Measurement Period Process. Work hours accumulated prior to the absence shall be credited and hours during the absence shall also be credited, as if the employee had not been absent, based on average hours actually worked prior to the absence. If a Variable Part-time Employee returns to work during a Standard Stability Period in which the employee was found to be eligible for coverage, the employee shall be eligible for coverage through the end of the associated Standard Stability Period Process.
 - (4) Variable Part-time Employees Returning from Non-Special Unpaid Leave. A Variable Part-time Employee returning from regular unpaid leave, which is considered a current employee, shall be credited for the work hours accumulated prior to the absence. However, no hours shall be credited for the absence period. If an employee returns to work during a Standard Stability Period in which the employee was found to be eligible for coverage, the employee shall be eligible for coverage through the end of the associated Standard Stability Period Process.

9. CITY RECREATION PARTICIPANT FEES. Full-time Employees, lawfully married spouses, and dependent children shall have their participation fees waived for specific programs that are deemed eligible by the Recreation Director.
10. FLORAL REMEMBRANCE. Floral remembrances, generally in the amount not to exceed \$50, may be given by the City, as determined by the Mayor, City Manager, City Treasurer, or City Recorder, which may include, but is not limited to, the following circumstances:
 - A. Floral remembrance may be given to members of the City Council, City employees and volunteers when they are hospitalized.
 - B. Floral remembrance may be given to City Council, City employees and volunteers upon the death of spouse, child, step-child, daughter or son-in-law, parent, step-parent, grandchild, grandparent, brother or sister.
 - C. Floral remembrance may be given to the family of former Mayors, Councilmembers, employees, or volunteers upon their death.
11. EMPLOYEE BENEFITS COMMITTEE. It is the policy of Tremonton City to establish an Employee Benefits Committee. The committee gives employees a voice in the review of City benefits and helps keep those benefits competitive, sustainable, and responsive to employee needs.
 - A. Purpose. The Employee Benefits Committee shall serve in an advisory capacity only. The committee shall review benefits offered to employees and make recommendations to the City Council. The committee shall have no authority to approve benefits, commit City funds, select vendors, or bind the City in any way.
 - B. Membership. The committee shall consist of five (5) voting members and two (2) non-voting members, as follows:
 - (1) One (1) Full-time Employee from each of the following areas: Administration, Public Works, Police, Fire, and Community Services, selected by the Department Head, in coordination with the HR Director. Each Department Head may use whatever selection process they determine appropriate to choose the employee who will represent their department; and
 - (2) The HR Director and City Manager, who shall serve as non-voting members and staff liaisons.
 - C. Terms. Employee members shall serve for a term of three (3) years. If a member leaves City employment or resigns from the committee, a replacement shall be selected in the same manner to serve the remainder of the term. The City Manager may waive the term limit when a department does not have another eligible

employee to serve.

D. Duties. The committee shall:

- (1) Review medical, dental, vision, life, disability and other benefits described in this section, including plan renewals and premium changes;
- (2) Review vacation, sick, holiday pay, and other paid leaves, wellness programs and other supplemental programs described in this policy manual;
- (3) Gather employee input on benefits through surveys or other methods approved by the HR Director;
- (4) Review benefit information provided by the HR Director, insurance brokers, or plan providers;
- (5) Review employee benefit proposals, that have been submitted in writing to the HR Director at least fourteen (14) days before a scheduled meeting; and
- (6) Recommend benefit changes, wellness initiatives, or communication improvements to the City Council.

E. Meetings. The committee shall meet at least twice per year and more often as needed during plan renewals. The HR Director shall schedule the meetings and keep minutes. Attendance at committee meetings shall be considered time worked.

F. Confidentiality. The committee shall not review individual employee medical information, claims data, or other information protected under GRAMA, HIPAA, or other applicable law. Information provided to the committee shall be in summary or de-identified form only. Committee members shall keep confidential any proprietary vendor pricing or other non-public information shared during committee meetings.

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING SEPTEMBER 15, 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 September 15, 2026 City Council Workshop to order at 5:00 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Rohde, Councilmembers Bowcutt, Jex, Lewis, Oyler, and Westergard, City Manager Nessen, and City Recorder Nelson. Also in attendance were City Planner Jeremy Lance, Zoning Administrator ChrisDean Epling, Police Chief Dustin Cordova, Fire Chief Jeff Jarrow, and City Engineer Chris Breinholt.

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

Councilmember Bowcutt said Public Works really needs another employee. Secondary water usually gets shut off mid-October and they are sticking to that plan. Thank you to Planner Lance and Administrator Epling for a job well done. I love your notes in the packet.

Councilmember Oyler said the Food Pantry had their food drive on Saturday, raising 19,600 pounds, which is up 4,000 from last year. They are still doing the Western Ag food drive. As people donate, that company matches up to \$3,000. The Senior Center had to stop their pickup meals due to new evaluation and enforcement. The pickup option was only supposed to happen during COVID, but we had been doing pickups for years before that and continued it afterward. That stopped the first of this month. They want to encourage people to come in for the social aspect. I asked about the holidays, because we do have a lot of pickups then. She is going to look into that and see if they can still do it on those days. This is a good benefit for the elderly community. Their emergency preparedness event is Wednesday, September 23, from 2-5 p.m. The way they closed in that bowery at the library looks terrible and they cannot use it. They had put in the budget to get a separate shed for storage, but it turned into closing in that stage area. Mayor Rohde said they are siding it this week. Once it is sealed, they will be able to use it. Councilmember Oyler said there is some Dolly Parton money the library can get in order

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to get books. They will look into that. The library has lots of fun activities planned and are doing great.

3. Presentations:

a. Title: Discussion of RES 26-55 Budget Amendment for FY 26/27

Manager Nessen said Finance Director Heiner is on vacation, but there are some pressing matters, so I am presenting today. Director Mackley had somebody ready to hire August 31, and does not want to wait another two weeks for this budget amendment. Director Heiner's staff report was very thorough. We already have money budgeted to fix the AV in here. We are using webcams and our TV does not work half the time. We budgeted \$30,000 out of non-departmental. It was increased because the bids came in at \$45,000. Our sound cabinet will be replaced. Mayor Rohde said they are putting in new microphones and working on the camera systems. The other thing I hope we are doing is making it so when a video is running, half the screen is video while the other half is the agenda so people on YouTube can see the full picture. The big part is the sound system. They are getting new speakers and microphones that are high-end and have noise cancelling options.

Manager Nessen said we moved it out of the General Fund and into capital projects and then up \$20,000. Next, we are hoping to fund six part-time employees at the fire department. That would be another person per shift so each shift would have five employees. We cannot get to transfers as quickly as we sometimes need to. Having another employee would help. We need more, but this is a start. This will add one employee per shift, because they are part-time. One will work 24 hours, and the other will work the other 24 hours to cover one 48-hour shift. It is one position, but two people are filling it as part-time employees. Our revenues are going up a bit with Gold Cross so it was increased, hoping we will take more transports. This also includes trying a sprinter van for transports rather than a full-on ambulance. There is a transfer of \$100,000 from the fire department to capital vehicles. Director Heiner is projecting putting money from the fire department into capital vehicles for the next 10 years. This is the beginning of the fleet plan showing every vehicle we own. This plan is an estimate so it will change. This 10-year plan does not take into account selling anything so there could be surplus money. Each enterprise fund pays admin fees—paying for our time. It just was not budgeted for this year. This is a correction. The streets will be paying their portion of admin fees. There is the fire station remodel, and the Senior Center needs new carpet. It is starting to bunch up and trip people. We also need to update our cameras so they cannot be hacked. This is a quote to replace all of our cameras at City Hall, the police station, fire station, and our parks. These are the capital projects. We do have a grant coming from the State for an ambulance, \$57,000 plus the transfer from them for \$100,000 to buy that new Sprinter van. We have four police vehicles budgeted. We are also surplus three of them tonight. They need a new Meals on Wheels car and two for building inspection. We accidentally budgeted for a backhoe twice so there is money sitting there to pay for our new water department employee and a new vehicle. Director Heiner is working on the enterprise fund and just needs to figure out where projects sit. We have discussed ways to

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clean up the funds and how they are paid for administrative work. That would clean up a lot of things and make payroll considerably easier.

b. **Title:** Discussion of RES 26-56 Clover Fields Development Agreement

c. **Title:** Discussion of ORD 26-18 Clover Fields Overlay

Items b. and c. were discussed together.

Planner Lance said this is the Clover Fields Phase 3 and 4 overlay. The development agreement is paired with this request. The peculiar thing about this request is they want to invoke the SFRTTO zone. That is an overlay that was used for Envision Estates. This is a different property owner in a different part of the City, who wants to invoke that same overlay. This SFRTTO zone was brought in as a tool for the City to standardize the way overlays are generated and adopted. The PUD overlay tool came after that and was used for about two years. That code was recently repealed. We are in a weird limbo where this antiquated system still remains in our code. The request is to invoke that method of bringing overlays forward for this project. In talks with our attorney and staff, we were not sure if this was the best way to bring overlays forward. This applicant has been in platting and review process for over a year. We figured the best way to work with this request was to allow the legislative process to take its course. Basically, he copied and pasted the SFRTTO language, put Clover Fields in and is invoking the code in that manner. The question tonight is does the Council want to see overlays come forward in this manner? This would create 25 homes across two parcels near Maverick. There is a higher density there, but not this high. Administrator Epling said in exchange for the added density, there are two things required of the developer. One is streetscape improvements, meaning there will be a tree at every house and the building materials need to be a little bit higher. Two, they will also be required to pay a fee in lieu for parks (\$7,380 per dwelling unit). Our parks impact fee is about \$2,500 so it is a significant amount more that they will pay to compensate the City for the added density for our park system. Here is a concept of what they have proposed for those two lots. There are four different property owners who have to agree to two different conditions within the development agreement. It has been a collaborative effort to get all those pieces put together. Councilmember Lewis then explained four changes to the ordinance that would address clerical errors.

d. **Title:** Discussion of RES 26-57 Heritage Country Development Agreement

e. **Title:** Discussion of ORD 26-19 Heritage Country PUD Overlay

Items d. and e. were discussed together.

Planning Intern Abigail Mattinson said this is the Heritage Country PUD overlay. Brody Calder is the owner of L.B. Land Holdings LLC. It is located at the intersection of 6400 West and 1000 North. The date of application was May 18, 2026. It is currently zoned as residential R1-8 (southeast parcel) and R1-10 (northwest parcel). Planning Intern Mattinson said the General Plan designation is single-family residential or low density. The acreage is 73.67 acres combined. The request is for adoption of the Heritage Country

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PUD overlay. The Planning Commission heard this item at their meeting on July 28, 2026. Comments were made during the public hearing with concerns regarding preserving the rural character. Comments included testimony from the NPI district about infrastructure and impact fees and property owners. The Planning Commission discussed the proposed PUD overlay, including the project housing mix, park trails, open space, infrastructure, and the role of the development agreement in governing the project's application. Planning Commission discussed the impact fees for existing residents within the annexed area, including the potential use of West Corinne water shares to offset sewer impact fees, with staff clarifying that would be determined by the Council as part of the development agreement. Planner Lance said the Planning Commission voted to recommend approval of the PUD overlay by a 3-2 vote. Commission Members Ellsworth and Greener voted no. The Planning Commission gave staff a list of things to look at in the development agreement. They are proposing 496 units across 11 phases with a park. Administrator Epling said Utah State code requires that only the legislative body may amend zoning districts or regulate other land provisions such as density. Anytime density is an issue, it needs to be brought before the Council. Tying infrastructure improvements to density requests should not be handled with the administrative body, but with the legislative body. Listening to Council reports and different things, the way the project was presented, we felt there was some tying of density to infrastructure promises or requests. Our code allows bonus density based on amenities, not infrastructure improvements. If the Council's decision for added density is based off of infrastructure promises, that needs to be presented and figured out. Is the bonus density coming through the amenities? That is the way the PUD code is set up.

Administrator Epling said we are planning on bringing the PC Zone to the Council. It will allow the Council to negotiate infrastructure for density, but not the administration. There are a couple of different avenues for moving forward. We can try to create something that will be in the City's benefits through the current application, or we can go forward at a later date with the PC Zone application. When we were working out the details of the development agreement, I read that all the infrastructure improvements would be reimbursed to the developer, which is a bad practice. The Council needs to understand what is happening. It is worded that the impact fee reimbursements will be given. We changed the wording so the developer would pay for all the infrastructure. If we required an upsizing, then the City would pay for it in cash at the time. The benefit for the developer would be that all infrastructure improvements would be reimbursed, not just the upgrades. The Council has to decide if you want to have 500 homes added in that area. All impact fees will pay for that and not our current sewer treatment plant. If we had a sewer treatment plant that was up to date and ready to receive all that, that would be something the Council could consider. You just need to understand the ramifications of how are we paying for this infrastructure. A pioneering agreement is what our attorney and Public Works would like us to do instead. A pioneering agreement is where the developer agrees to build out all infrastructure and pay for it with the promise of future improves and development coming in. Those developers would pay him back for their share of what they use of that infrastructure. There can be a cap and the City would have to track it. When we get future growth, we would require the next parcel to help pay this developer back for their contributions. It is a risk for the developers because they may

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never be reimbursed. There is a way to help reduce that risk that our attorney suggested, giving them a time frame, the Council decides, and if they do not get paid back within that amount of time, then we will pay a percentage back. The Council would decide how that is handled. The developer mentioned a funding option through a bill to get funding for low-income housing from the State. We are looking into that. The question at hand would be, does the density have to be tied with the infrastructure? If the infrastructure is being paid back, then the density should be a separate question for the Council. The PUD will allow for bonus density based on the amenities provided within the project.

Councilmember Bowcutt said when this was presented to the Council a long time ago, it was agreed upon that it would be quarter acre lots and the developer would put in a park. Now we are changing the density. I think we should stick to the zone. I drove all over out there and people bought into a lifestyle. In Planning Commission, it was stated we do not have enough homes, but as of today Tremonton has 20 townhomes and 57 single-family homes for sale. There are 3,118 high-density doors that have already been approved. For low density or larger lots, our current doors are 1,198 with 209 approved. High density and affordability keep being brought up. According to the gentleman at our workshop in St. George, he works with Governor Cox on his committee, he was asked to define affordable and said there are more than 19 definitions. Pick one. I think it is an overused statement. We are way over what the State is requiring of us. I do not agree with the density. Those people bought a lifestyle. There are two homes that may have septic issues but are dealing with the health department. He says there is usually a fix. Residents of Freedom Farms have been told to just sell their water shares and they will hook them up. That process has been very deceptive. I sat on that road yesterday for 45 minutes and counted the semis and cement trucks that barreled down that road. It is not the right place for that type of density. Also, if you start moving those drain tiles there will be problems. There are still so many things we need to take into consideration. There is also the pump station. Who is going to pay for it? I do not feel like Tremonton should be paying for infrastructure. It does not pencil, and impact fees need to stay intact.

Councilmember Westergard said can you make the R1-8 work or not? Mr. Calder said we are still working through this. There are a lot of questions. The planning department has been great to work with. We originally dealt with City Manager Shawn Warnke and then Bill Cobabe. Three years later here we are. We planned on paying for all the infrastructure for our development. Freedom Farms was annexed in, so we were to help there. The lift station for all of that section with any upgrade beyond that for additional growth. We thought the City was going to be taking that. Originally, we did not want to come into the City. We were going to put storage units here, but the Manager said we want you guys. So, we were annexed in. We knew we could not put all this infrastructure in unless we picked up another piece. We will have to put out a lot of cash to try to get all of it spread out and that is why we picked up that second piece, to make it pencil. We were pitched the PUD. We presented the annexation with an RM-8 zone. That was a higher density with eight units an acre. We were told no so we went to R1-8. I do not know where the quarter acres came from. We did talk about townhomes and having those along the railroad tracks and cement plant. Let me just take you through what we are planning to do with the PUD and why it makes sense. We have a big park in the southern

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parcel that would be given over to the City with three lacrosse fields. It has a pavilion and playground. We would make all the improvements there. There is a second park in the center of the northern parcel with two pavilions and two playgrounds. There is a walking trail tying into Freedom Farms. We have proposed 496 units for 6.7 units per acre. The houses would sit on lots ranging from 4,000 to 8,000 square feet. We do have to figure up sewer no matter the density. Stormwater detention is another big one. Water will hit those fill drains and we will ship it all the way to the Malad. If we do not go through with the PUD that is not happening. Neither are the parks. Administrator Epling said I know the drainage is an issue and has been from the beginning. No matter what is developed there, it has to have the ability to drain. Our engineer is very adamant that we are not detaining water. It will have to drain into the Malad. Mr. Calder said everything would drain all the way to the park at first as a retention pond until we get to a certain phase. Then we would grab that and go underneath the canal toward the church and to the Malad. That would happen in Phase 7 when the park gets put in. We also have the sewer relief from Freedom Farms. They annexed in because some people wanted the relief of the sewer and other perks that would come with this development. They will have the option to sell their West Corinne water share. We put the townhomes on those two sides where citizens requested. With our bonus density right now, we could go up to 544 homes. We have removed and shrunk some to help with concerns from staff and citizens. We could be at 7.35 units per acre but are down to 6.7. We have a major issue with our income versus housing costs. The average household in Box Elder County only makes \$84,000 a year. You cannot purchase a home on a quarter-acre lot with that. These townhomes will cost between \$230,000 to \$330,000. The single-family houses will be \$350,000 to \$475,000. If we go to the R1-8 over the whole thing, those are bigger with bigger houses so it would not qualify for state funding.

Councilmember Jex said I have a problem with one thing being presented and then a work-around to get something else. The main reason why we got rid of the PUD was because of how it was implemented. My understanding is that when this was presented, there was a row of townhomes to block the view of the cement plant and everything else was going to be single-family homes. It sounds like this is a pretty messy development. There are a lot of changing trajectories. It is not coming through how it was presented, and I have concerns about that. If you want to build something a certain way, just come and ask and we will give a thumbs up or a thumbs down. I am less concerned about the money we can get for low-density housing from the State if it does not fit the area. Mr. Calder said the reality is we are here to try to create a solution and we need density to do that. We can go up to 360 units as our max for the R1-8. We could go back to the R1-8 and the R1-10 and then we are not going to help with anything. We are trying to make it a win-win. With extra density we can get into these price points, because the bigger lots actually make me more money, but we are trying to hit these price points for what sells. Councilmember Jex said when I talk about what works for the City, I look at it as what works for the citizens, too. I think we need to go back to the drawing board and start from scratch to do it the right way, in the open without any side agreements. This body needs to be at the table for everything. Mr. Calder said there are probably a handful of citizens that really do not want it.

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Councilmember Bowcutt said I love the department reports and will touch on them a bit. Our Fire Chief has some concerns in relation to fire access. In the case of an emergency, will the roads be wide enough for the ladder truck? Will there be enough parking areas for citizens to park rather than being on the streets? Our Fire Chief said, I have found that with large number of homes and small access roads between them, it can create problems for the fire department in the event of an emergency. Mr. Calder said if you have problems you need to fix the code. We wrote that to the code. Councilmember Bowcutt said correct, but I am bringing this out so everybody can hear it. Our City Engineer said with the density in this area there will be significant infrastructure improvements required beyond the boundary of the development to service this part of the City. I am not saying that the infrastructure cannot be built to support it, but in this area south of the freeway, this is not the best location for higher density housing overall. Public Works has expressed concerns regarding utility infrastructure necessary to serve the proposed development. At this time, there is insufficient information regarding the availability and capacity of water, sewer, storm drain, potential up-sizing, and sewer lift station requirements. They are working on an evaluation. Until the evaluation is complete, Public Works cannot represent that utility services are available to the property. I appreciate our planning department going to the department heads for this information. I have talked to so many residents and they are not feeling what you are saying. After some discussion on what would be in the development agreement, Administrator Epling said the PUD does not allow for up-sizing infrastructure. That is one of the flaws of the PUD and why I believe the PC Zone will be better. The recommendation from staff would be to either table the current PUD or if you denied it, bring it back with the PC Zone. Either way it would still need to have a development agreement attached to it.

f. **Title:** Discussion of RES 26-58 Amending Section XVIII: Leaves of Absence

Chief Cordova said we are proposing we mimic the fire department's policy. We are not really following the one we have in place because we are consistently asking for exceptions due to staffing. It is hard for people to burn those hours. It also encourages people to burn their hours toward the end of the year, which causes issues. During a previous discussion, the Council seemed supportive. It lets our officers bank some time. We are currently understaffed and about 75% of our department will be forced to take time by January, which would put us in a bad place. I reached out to other agencies so you have a side-by-side comparison to our most competitive and comparable agencies. We are well behind them with the total carryover hours. According to the Government Accounting Standards Board, this would show as a liability, but we are not required to have all the funding in there at the time. This is more a reporting requirement. We do not need extra funds to cover this. For example, the average salary in our department, with someone fully maxed out, if they separated employment and we had to pay that off, it would only take two months for us to break even. When we hire right now, it takes about six months to replace them, so I am not super concerned about that. If everyone collectively quits that would be a bigger amount, but you would not replace everyone immediately so you would get whole again due to not be paying any salaries and other fees. If that ever did happen, we would have a much bigger problem than finances. The total hours we would like to be able to bank would be 336, just like the fire department.

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Councilmember Bowcutt said is this going to cause problems in other departments? I want to be fair all the way across. Manager Nessen said there has been talks of creating a benefit committee that would be comprised of employees who would hear these types of issues and bring them to the Council with suggestions. One of the suggestions I have heard is, why do we not do it for everybody. We have a policy that we are following, but it is a workaround for the policy if an employee has extenuating circumstances and cannot use their leave by January 1. They can ask the Mayor or City Manager for permission to carry more over than the allowed amount. Chief Cordova said either way, in January we are going to be making exceptions and not following the policy we have, or we can improve the policy where it is standard operation. I am for all City employees having this, that is just outside my lane. For the sake of our staffing issues and what we are contending with, I prefer the solution. The Council agreed to look into this at their next meeting with more information, but that they should also look into doing this same policy across all departments in the future.

g. **Title:** Discussion of disposal of surplus police vehicles

Sergeant Gailey said I want approval to sell a couple of our vehicles that are under the carport. We are looking at selling two pickups through GovDeals. It is an auction website we have used in the past. There are not any fees to the City. The buyer pays all of the fees. If you are good with that, I would like to move forward with listing those.

h. **Title:** Discussion of Planning Commission Expectations

Mayor Rohde said I have worked with Administrator Epling on this and would like to have this document presented to every Planning Commissioner as they are appointed. It goes through the expectations, the dignity scale and what we expect every Commissioner to do. That way everyone gets the same information when we are talking to them after an interview and as they are appointed. Councilmember Bowcutt said I like how they have to sign their name to it and acknowledge they have read it. It does open up a dialogue. The Council agreed.

i. **Title:** Discussion of RES 26-59 Financial Consultant

Manager Nessen said we put out an RFP for a financial services consultant to help us with our audited financial statements every year and then any questions Finance Director Heiner has throughout the year. Davis and Bott put in for the cap of \$32,000 a year. That cap just depends on how many hours they spend. They did say this year will cost us more because they have to learn the City and go through previous documents. If we were to go with them again next year, that price would likely go down because it will not take as long to get through. The \$32,000 would be for the financial statement preparation to help us through the audit.

4. *CLOSED MEETING: No Closed Meeting held at this time.*

a. *Strategy session to discuss the purchase of real property when public discussion of*

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- 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 6:47 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Rohde called the September 15, 2026 City Council Meeting to order at 7:00 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Rohde, Councilmembers Bowcutt, Jex, Lewis, Oyler, and Westergard, City Manager Nessen, and City Recorder Nelson. Also in attendance were City Planner Jeremy Lance, Zoning Administrator ChrisDean Epling, Police Chief Dustin Cordova, Fire Chief Jeff Jarrow, and City Engineer Chris Breinholt.

- 1. Call to Order
- 2. Roll Call
- 3. Invocation by: Administrator Epling
Pledge led by: Resident Jed Abbott
- 4. Approval of Agenda:

Motion by Councilmember Lewis to approve the agenda of September 15, 2026 with one exception, moving 11. b. to Strategic Business. Motion seconded by Councilmember Bowcutt. 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.
- 6. Presentations:
 - a. Presentation of Tremonton Wellbeing Survey – Dr. Courtney Flint, USU professor

Ms. Flint said it has been a pleasure to partner with Tremonton on this survey for many years. There is interest and passion in hearing the community's voices. It has been a much more active partnership than many other communities, and for that I applaud you. I am here to talk about the findings from the well-being survey we did this year. We provide city and town leaders, such as yourselves, with information on the perspectives of residents and we do this to inform planning and local decision-making, to help you keep your finger on the pulse of your community. It is one point of information and a piece of the puzzle. We also do research on community well-being over time and support

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other Statewide regional policy and planning initiatives. We partner with cities and towns all across the State. Our reports are publicly available. For a community of this size, your response numbers are really good, with 465, which is a powerful response. Any adult 18 and over can participate. She then reviewed those demographics. Here are the findings. 65% of respondents said their personal well-being is a four or five on a five-point scale. Household income is pretty correlated with some of the well-being values. Tremonton's household income is up (about \$75,000 a year). Community well-being is always a little lower than personal well-being. People often think themselves as doing better than the community as a whole. Those values have declined over the last few years and so we do note that decline.

Ms. Flint said you guys have been participating since 2022, so we have those three points in time. We also look at 12 different categories of well-being. Well-being is what makes up a good life, but the bundles of things that make up a good life can vary from person to person and from community to community. For Tremonton, the most important domains were mental health, safety and security, family life, and living standards. The highest rated domains were family life, safety and security, and mental health. Things that are important, but rated a little lower than the average were leisure time and local environmental quality. When we look across time with these, especially since 2024, a lot of these domains have ticked up. The well-being scores declined while these things tipped up. In many places, these are declining, and you have an uptick. Community connection, how connected do you feel to Tremonton as a community is something we have asked over time. This is very low. We are at the bottom of this list of 57 communities for community connection. People who have higher levels of overall well-being have a higher sense of community connection and mental health is correlated as well.

Ms. Flint said there is a lot more data, we just highlight a few things. For religion you have an active community, but it is good when a city can provide resources for more. We include a question about how do you feel about the current rate of population growth, and here you are one of those communities standing out. People think it is too fast. Your population growth rate from 2010 to 2020 is 29%. In terms of the pace of economic development, we get a much more split perspective, some say that is too slow and some say it is too fast. In the open comments, they are talking about the same things, but are coming at it from different angles. There is a very split perspective on economic development. The comments say they would like a few more things in terms of economic development, so it is complicated, and I urge you to look at the open comments we have for Tremonton. A lot of people have voiced their opinion. For surveys we often see only about 10% answering open comment questions, but in Tremonton that is about 80%. We do not share the comments publicly, but we have offered those to the City to review. When asked, what aspects of the local economy would you like to see changed? Folks do comment about wanting more businesses and amenities versus the development of new homes in terms of economic development. More shopping and dining opportunities were notable in the comments and addressing issues of growth and development in general. Cost of living was a new question this year. For those for whom childcare is relevant (42%), that is the biggest difficulty in terms of affordability. 74% of those folks say it is

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difficult or very difficult to afford. Housing and healthcare are right up there and on the high side compared to a lot of communities, and food and utilities as well, along with transportation opportunities. There are some issues with cost of living. We have a long list of concerns we have been asking for years and we track this over time. The top this year are water supplies, open and green space, affordable housing opportunities for youth, and water quality. You have a whole other tier that is over 50% of folks indicating a moderate or major concern in a whole host of things related to safety, traffic, employment, recreation, shopping, and food.

Ms. Flint said we asked what people value about Tremonton? The small town comes up loud and clear. They love that small town feel. People take pride in the community, rural living, a safe place, open space, and a quiet neighborhood. What would they like to see improved? These quotes represent the top themes, slow down the growth of houses, Sidewalks and road maintenance needed, parks and rec could use some attention, recreational and educational opportunities, public transit to get to and from Brigham City and a few more businesses to catch up with population growth. Also how important are amenities to your wellbeing. At the top of the list were fishing, nature, and open spaces, but library and playgrounds, indoor recreation spaces, community gathering and events, trail development, swimming and aquatics facility, would also be important to wellbeing. We asked what residents would support or oppose those if it meant a modest increase in property taxes, and you get a little more nuanced answers. You would have to navigate this in terms of support and opposition if it means raising taxes. Patriotic events were also at the top in terms of support. Level of support or opposition to continuing to utilize Midland Square, and you see half support this with over a third being neutral so your opposition is quite small in this group of respondents. Then we asked about their satisfaction with Tremonton services. Fire and police are your top satisfaction there and garbage recycling service and city library are also right up there. Thank you to all who participated in the survey.

7. Citizen Engagement – General Public Comment: None.
8. Recognition of Firefighters and Police Officers that worked on the Harley Drive Fire

Mayor Rohde and the Council recognition of firefighters and police officers who worked on the Harley Drive fire. Chief Jarrow said fighting this fire was very successful because of our staff. Those guys saved homes and stepped out of their realm and helped each other out. It was amazing and was a collaborative effort between both departments. Chief Cordova and I felt it was worthy of commending them publicly.

Mayor Rohde called a Public Hearing to order at 7:28 p.m. to receive input on the budget listed below. There were 32 people in attendance.

9. Public Hearing:
 - a. To receive public input on amending the Budget entitled "The Tremonton City Annual Implementation Budget 2026-2027 General Fund, Capital Fund(s), Enterprise Fund(s), and Special Fund(s)", for the period commencing July 1, 2026 and ending June 30, 2027

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There were no public comments. Mayor Rohde closed the Public Hearing at 7:28 p.m.

10. Unfinished Business from Work Session: None.
11. Consent Agenda – Any Councilmember may request an item be removed for separate discussion – Roll Call Vote
 - a. Approval of minutes – September 1, 2026
 - b. *Approval and adoption of June and July Financial Statements and Warrant Registers*
This item was moved to Strategic Business for further discussion
 - c. Approval of Resolution No. 26-58 Amending Section XVIII: Leaves of Absence
 - d. Approval of Resolution No. 26-59 Financial Consultant

Motion by Councilmember Westergard to approve the Consent Agenda without Resolution 26-58, we are going to table that until next week and are going to discuss the financials in the Strategic Business section of the meeting. Motion seconded by Councilmember Oyler. Roll Call Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - yes, Councilmember Westergard - yes. Motion approved.

12. Strategic Business (Ordinances & Policies)
 - a. Discussion and consideration of adopting RES 26-55 Budget Amendment for FY 26/27
- Motion by Councilmember Jex to adopt the resolution.** 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.

The Council then discussed the June and July Financial Statements and Warrant Register, pulled from the Consent Agenda. Councilmember Bowcutt said there were some that were listed twice. Manager Nessen said that is because this report ran from June 1, through the 30. She ran the other report for two months. This is showing you this month again on this one. This other one could be coming out of two different GL accounts. It is listing it twice because it is the same fee but split in half. Councilmember Bowcutt said do we have nine Adobe Creative Cloud accounts. Manager Nessen said yes, they are for different departments and employees.

Motion by Councilmember Bowcutt to approve the June and July Financial Statements. Motion seconded by Councilmember Lewis. Roll Call Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - yes, Councilmember Westergard - yes. Motion approved.

- b. Discussion and consideration of adopting RES 26-56 Clover Fields Development Agreement and ORD 26-18 Clover Fields Overlay

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Administrator Epling said I have noted the clerical errors discussed during the Work Session. Councilmember Bowcutt said when this first came about, there were issues with the roadway. I like the changes that have been made and appreciate the property owners working together. Administrator Epling said it was seen at the NPI two different times and noticed twice with public hearings. Out of the two public hearings there were not many comments. One person was concerned about spot zoning. Overall, it was received as an appropriate place for this density. Here are the two existing homes and the rest will add 4,000 to 5,000 square foot lots (25% of them have to be 5,000). Planner Lance said the ask here tonight is to put an overlay to get more density. Administrator Epling said this would add about 25 total on 3.94 acres. The exchange for extra density is they would add landscape improvements, architectural standards, and fee in lieu for parks.

Motion by Councilmember Lewis to adopt the ordinance with the corrections they discussed. Motion seconded by Councilmember Westergard. Roll Call Vote: Councilmember Bowcutt - yes, Councilmember Jex - yes, Councilmember Lewis - yes, Councilmember Oyler - yes, Councilmember Westergard - yes. Motion approved.

- c. Discussion and consideration of adopting RES 26-57 Heritage Country Development Agreement and ORD 26-19 Heritage Country PUD Overlay

Councilmember Bowcutt said thank you for the department reports and the work you have done. The whole document was well put together. Councilmember Lewis said what was the feedback from the NPI? Administrator Epling said they were concerned about density. During a meeting we gave a summary of the project and residents expressed concerns regarding commitments they believe had been made during the annexation process that were not clearly reflected in the proposed development agreement. Discussion centered on responsibility for infrastructure improvements and utility costs with several attendees seeking clarification regarding who would be responsible for funding utility hookups. The developer indicated that the project is intended to focus on providing affordable housing opportunities and stated that the development would contribute to the City's affordable housing inventory. Residents also expressed concerns regarding existing agricultural tile drainage lines located along the southern portion of the project area. Attendees emphasized the importance of appropriately addressing the drainage system to avoid adverse impacts to the drainage of adjacent farmlands.

NPI Chairman Jamie Crowther said I represent the NPI for the south district and live on Iowa String. I appreciate you listening to our concerns. I am asking you to deny the request for the PUD overlay. In the survey I did with the majority of the members that live in and surround that area, the comment that was made that there are only four or five people in opposition is a false statement. The majority of the people who live in or surround that area are in opposition to this development request for the PUD overlay. We are asking that you maintain the current zoning designation, which allows for just single-family homes and does not permit the proposed higher density townhouse development. Our concerns are first, what is being proposed does not align with the current land use plan, which states that higher density housing should remain closer to the City center. In this situation, it is probably a two- or three-mile walk. In this proposed development, your end points are Iowa String, railroad tracks, and an irrigated field or a cement plant. I

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feel those are not easily walked to get to the City center, which provides amenities, services, and transportation. This proposal does not align with the vision the City has. The second concern is that several staff members have expressed significant reservations to this development. The fire chief has raised concerns regarding emergency access, noting the high number of homes being served by limited access and the one parcel, both of those accesses come out on 10,000 North. Those are the only access points. He also notes that the development borders train tracks and that if there is a train that could possibly delay emergency services. He cites concerns with the very small lot sizes. Could that mean higher car volume? Can emergency services get in and out? The City's engineer expressed concerns regarding proposed density and the substantial infrastructure needed beyond the boundaries of the development. He also stated that south of the freeway may not be the best location for higher density housing. Those assessments are consistent with the City's Land Use Plan. Likewise, the Public Works director has stated there is insufficient information regarding the availability and capacity of water, sewer and storm drainage. They were not prepared to make comments until additional evaluation were completed. Parks and Recs commented that yes, parks are needed, but giving the disjointed proposal of two different parcels and two different parks, will they have different ponds? How is that going to be maintained? It is not just one big park. Concerns were presented during Planning Commission that I do not feel were addressed or resolved with meaningful discussion. It is troubling to me that despite these concerns, Planning Commission recommended approval. If City staff is raising concerns these questions need to be answered. Why would we want to approve higher density development until these concerns are addressed and answered?

Mayor Rohde said I have been part of this whole process. As mayor, I do not have a vote, but I do have an opinion. I have talked to a lot of the residents in your area. I would recommend that the City Council deny the Heritage Country PUD overlay. The application seeks a density and a housing pattern that departs substantially from the property's adopted low density residential designation from the R1-8 zoning. While denial does not stop the project, it holds the property to the density we adopted and allows the developer to proceed under his existing zoning. The proposal by the developer is 496 residential units—205 detached family lots and 291 townhome multi-family units. For a maximum of 516 units under the PUD density calculation, across two parcels, with 73.67 acres in 11 phases. That would include 13.5 acres of park. Parcel A, zoned R1-8 would have the 202 units while parcel B, zoned R1-10 would have 294 units. More than half of the project (291 of the 496 units) would be townhouses. That is the density increase this application is really asking for. The future land use designation in 2023 of the Integrated Land Use Plan is single-family residential, low density. The developers own public description of his plan was far more modest than this application. At the Town Hall meeting he described it as a single-family development with a row of townhomes with a park. Quote, "we are pitching R1-8, which is 8000 square foot single lots. We were planning on just a townhome row right in front of the cement plant and then we would do a park and put in single-family all the way to Kelly Wood's place." He also acknowledged the density increase to this Council's call. If we wanted to get bonus density, it has to be pre-approved from the Council and that is what he is doing here today. There is no signed development agreement. I know they are working on one, but

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there has not been one put together yet, which makes it hard for us to adopt this without that. A PUD overlay is a legislative decision. Here are my findings of why we should deny it. Number one, it is inconsistent with the General Plan. Number two, it is incompatible with the surrounding area. The property sits on the City's rural edge, adjacent to rural residential and agricultural land. Staff finds the proposed concentration townhouses incompatible with adjacent rural residential zoning, and out of step with a gradual transition. At the City's periphery, infrastructure cannot presently be committed. We have had a lot of discussions about staff concerns over access and public safety. The site has limited access to the existing street network along Iowa Street and 1000 North. The Fire Chief raised concerns, even though this is part of the code, it still is a concern in that area. It exceeds what was adopted and what the developer represented as R1-8 and about 200 homes, which is what this Council adopted. I remember sitting here representing the citizens and very adamantly saying, this is all we are going to do, right? An application for 496 units with 290 of those being townhouses goes well beyond both. Our residents and committees accepted the lower density and gave concessions to get it there. I appreciate what the citizens did in giving concessions. Residents worked through this process and accepted R1-8. The developer reduced from RM-8 to R1-8 in response. The City's own survey ranks preserving rural character and open space as the top priority. Listening to our residents is exactly what we need to do. Denial does not stop the project or punish the developer. He may proceed under the zoning already in place, developing a single-family neighborhood at the adopted density. Any development agreement and infrastructure accompanying it would come to this Council for further action. Denial simply declines the density increase and the townhouse concentration that departs from our plan. We now open the discussion up to the residents.

NPI Chairman Zach Whatcott said I live in Freeman Farms and am here to express my concerns about the Heritage Country PUD overlay request. I am asking you to deny it. I am concerned that the development agreement was not available prior to this meeting. The public needs to review that and provide comments as part of this consideration. The PUD overlay has been previously repealed by this Council, but due to the maturity of the plans, they are allowed to proceed forward. It is obvious the intent of the Council is to not allow PUDs going forward. I would consider that as part of your consideration. This is a closing chapter in the PUD overlay era, as we move forward with different zoning within our City. When Planning Commission approved this, there were comments made at the end explaining their reason for the vote and the takeaway was they were passing the hot potato to the Council. This is a rural community area. The R1-8 is a 40% or more increase in density, which is a pretty significant increase. There will be impact on this area because this is going to be a multiyear project. There are 11 phases and the developer mentioned two years per phase. That is 22 years to completion. That is an extremely significant time to have that area tore up as they are working through that development. During that time, there will be drainage concerns. That is an area where historically there has been drainage issues. The plan presented to the Planning Commission was that the retention pond would not be plumbed out to the Malad River until Phase 7. That is 14 years before the drainage would be updated. There are future potential risks for the City with this approval.

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Mrs. Crowther said I just wanted to finish my thoughts. I request to deny the PUD overlay. I feel Tremonton needs some housing diversity and a broader range of housing options. In a workshop the City presented what is currently approved or in the works, and it feels like it is the same type of development, smaller and tailoring to higher density projects and the first-time homeowner. This area in the South District could present an opportunity to allow for a different type of development and buyer. Let us preserve large lot sizes, single-family housing residents who desire more space, with an agricultural feel. This could be growing families or long-term residents who want to move into a larger lot. Maybe they are business executives who moved from a different location and want a bigger home. I feel we need to have more of a residential rural setting and this South District is a great location for that because that is what exists there already. Instead of just always having small lots and townhomes, I feel like Tremonton needs to offer a variety of homes. Not every piece of land needs to be developed to its maximum density. This area south of the freeway represents an opportunity to preserve a different type of neighborhood. Maintaining current zoning in this area would help preserve that housing diversity. I respectfully ask that you deny the request for the PUD overlay and keep the existing zoning in place. Preserve the small-town feel as was presented in that well-being survey and seemed to be one of the number one things people wanted.

Ashley Anderson said I am concerned about the traffic in front of my home. At the last meeting they mentioned a roundabout that could be put in front. That would need to be large enough to accommodate semi-trucks because there are many that go in front of my home. I am also concerned about overcrowding in our schools. This is my 21st year of teaching. I teach at McKinley where we already have six portables, and the higher density housing would mean more kids. I love kids, but we need a place to put them first. I am concerned about that and where we are going to teach them. The other concern is the parks. I know the parks have been presented as a perk from a Council perspective. I understand why because that is something our community needs, but as a resident, it is not a perk for me. I worry that it will just make getting where me and my family need to go a bit harder because of inadequate parking. People will likely be parking in front of my home. I am also concerned about the pumping of sewage. I am not an expert, but I hope that does not cause me and my neighbors serious problems. I love where I live and that it is rural with farmland. That is why we built our home there. My hope is that you would not change the zoning and leave it zoned as single-family housing.

Selleca Nagy said I do not live in this neighborhood but am a resident of Tremonton. I would like to talk from a different perspective, from the business side of this development. We love to see single-family homes and it brings in a higher income level which is great for local businesses. I work as a business consultant and typically help businesses decide the demographics of where to put businesses and how those businesses grow in our community and how they become successful. This development does not align with the plan and where we have laid out for our businesses to be, because it is so far outside of that range. Our businesses do not see the gain from that because it is not walkable. We do not have a bus system locally or transportation that helps those people who are going to be at a lower income limit into multi-unit housing to make their way downtown. We are not really getting the business benefit of having that dense housing so

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far out. The single-family homes would be great. I think that would be a great thing to add to that community. I think that is the right vision with higher density closer to downtown where we can have those walkable business use of the people in those units.

Derek Anderson said thank you for the opportunity to speak tonight. I came here with no intention of saying a word. However, there were some observations I made that I wanted to bring up. In the wellness survey that was presented, the one number that stuck out to me was 83% of Tremonton residents say growth is going too fast in the City. In a Planning Commission meeting, the developer made the statement that they could make more money leaving the zoning as it is. I would recommend we allow the developer to make more money and listen to the citizens who say we are growing too fast. Slow it down just a little bit. You still get to build some homes but let us slow it down.

Michelle Martineau said I do not live in this area, but I grew up on that side of town and know a lot about it. I feel like the residents there have already made concessions of having that zoned R1-8 and R1-0. That was a big concession in this area because I agree with many of the others that this area would be best served as larger family homes and larger lots. How many townhomes do we have either in process or already in Tremonton? Are we not well above what the governor wants us to have? Administrator Epling said we have a letter from the State saying we are fully compliant with affordable housing. As far as what numbers we have currently, it depends on if it is platted or entitled. There are a couple different numbers. After reviewing those numbers from the Work Session, Mrs. Martineau said that sounds like well over 50% is townhomes. One of my concerns as a resident that has lived here my entire life is for Tremonton to become the low-housing capital of Utah. I feel we need all kinds of incomes, not just low-income families.

Jim Peterson said the development agreement should be thoroughly analyzed, both from a legal and technical standpoint. One of the jewels that Tremonton has available is a lot of intelligent, capable and qualified people. I am concerned about the field drain concept. Resident Ben Hunsaker has presented that information. The development agreement has to be designed and enforced in a way to protect Tremonton and the community.

Meta Crony said I have many of the concerns that have been voiced, but I also have additional ones. After the Planning Commission meeting, I was going to contact every one of you and invite you to come out and go for a ride in this area, but I ended up in the hospital. In the last few days, I have extended you all an invitation to come out and ride with us because after the Planning Commission meeting, I really feel like you need to see an area to understand what it is like. It is not even the agricultural area, but the structural area. 1000 North is basically a one lane road. If you go clear over to the side, two outfits can pass. This is the access road to the one development by the railroad tracks that would have some 240 units. They can either come out of there and over the railroad tracks onto another narrow Country road or they can come down Iowa String. At the corner there are cement trucks. This summer there has been 10 trucks lined up at the end of the day. They are coming in and out, as well as trucks that are coming in with gravel and sand and contractors. I am really concerned about the liability you are going to have as far as traffic, and you are going to have to do some major changes in the road plans. We talked

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to an engineer who said pumping stations are very tricky. He said they have to be so sealed off to avoid any groundwater or anything getting into them, and they have to be below all the rest of the utilities and water sources within the area. The developer has said the drainage will come from these two developments down to the church and then to the Malad River. I do not know if you realize that the Malad River is a mile and a third from the church and the developments are sitting north of that. I am really concerned about the liability you are going to pick up at this point, if this is approved. There are times when the wind is blowing from the north and south and you cannot see the mountains. There is just a wall of white. What happens to the traffic on 1000 North with that visibility and a thousand cars or more a day. Another concern I have is you losing the kind of people you want. As we went around and talked to our neighbors, we heard from multiple people, if this is approved, we will just move on, and these are good families. You are basically putting them in a situation that they will leave.

Kelly Wood said I would also ask you to deny the overlay. For every one of the people you see here asking you that, there are dozens and dozens more who have come to so many meetings and have quit coming because they do not feel like anyone is listening. I know things are changing, but I want you to remember all those people who have filled this room and have had valid concerns. I feel concerned about the promises that have been made this entire time and that all keeps getting moved. The signatures they got for the annexation were given because they were given promises that have never been kept. Those promises included one acre buffering lots for Freeman Farms. We were threatened that if we did not sign, then they would just put a Walmart there. I was actually told by Laura Calder that I am lucky that she is not taking my business from me. I do not think that this is the kind of business we want to do in Tremonton. It has been a really, really hard process for the people out there. Like you said many times tonight, we have all given concessions. We all did not want to be annexed. The signatures you got were very few. You are talking two or three that had sewer problems that wanted to annex while the rest did not. Most of them signed because they were promised their impact fees would be paid. That has since been changed. They were promised one acre lots that would buffer their homes. I think we need to be really careful on what we say yes to because is that even going to be followed through on because it has not been so far.

Daniel Baugh said I live south of the Crowthers on Iowa Street and am with everyone. The reason why that survey got such bad reviews is because people feel like they are not being heard. We do not want this to be approved so please deny it.

Tammy Wood said I do not live in that area either, but I have lived on Rocket Road probably half my life. Before you accept and do anything, I ask that you please fix your sewer plant. The smell has been awful most of my life. My friends that come from Brigham and Ogden always ask me, what is that terrible smell? I say it is the sewer. I know it is not built to accept all this building that is going on in Tremonton. For Tremonton to be known by their sewer is kind of heartbreaking. I ask that you deny this until that sewer is fixed and working properly and there is no smell.

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Phil Crowther said I live on Iowa String and would echo a lot of the comments that have been said, but the sewer is one of my major concerns in that area. My grandfather farmed out there and I know that area well. It all drains southwest of Iowa String and there are tile drains. If the sewer plant is admittedly at capacity, where are we going to pump all this stuff? I appreciate what you do and ask that you listen to all the voices you have heard tonight.

Councilmember Lewis said as a City we have an obligation to prepare infrastructure for a development at R1-8 even if this is declined. That has to be funded somehow and we need to have a conversation around that. The intention of PUDs is increased density to cover costs. I am not proposing we do this, but I am trying to understand the economics. As a Council we are often asked to do an impossible task. Do not raise taxes, but I want a better sewer. I am just trying to understand how we are going to get there. Engineer Breinholt said the tricky part is we can only require any developer to construct what they need for their development. He needs water connections, sewer, a lift station and a drainage outfall. We can only require him to build a pump station that is sized for his development and water line that would serve it. That is what impact fees have to be used for—to upsize system improvements. I think that was the original intent. Administrator Epling said if this is not approved, what is the City's obligation to get the infrastructure to that area? Engineer Breinholt said we do not have an obligation to get it to them beyond what is needed for that development. We cannot require them to upsize it for an area. There are some road requirements they would have to do for their own subdivision. Councilmember Westergard said I know they were going to do stuff for Freeman Farms, but was that supposed to happen by now or is that not going to happen? Mr. Calder said we were willing to help figure out a solution to make it happen. We are still willing to make it happen and are in negotiations.

Administrator Epling said the subject at hand tonight is does the density fit? The infrastructure will be worked out with the developer regardless of the zoning, whether it has a PUD overlay or it stays the base zoning. In my mind, they should be two different decisions because does the density fit is a proper zoning principle for that area. Then the infrastructure is something we handle. Councilmember Westergard said I feel like we as a Council went through a lot and got consensus to do the R1-8 with the townhomes by the cement plan. Based on that, I was told you were going to pay their impact fees, but if that is not happening, that is concerning. Councilmember Bowcutt said I want to thank the residents for staying engaged. It has been a long process and it means a lot.

Motion by Councilmember Bowcutt to deny Ordinance 26-19 Heritage Country PUD overlay and deny Resolution 26-57 Heritage Country Development Agreement. 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.

13. Reports and Calendar
 - a. City Leadership Report

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Manager Nessen said we had a department head meeting and introduced the Tremonton Connection Plan. We have asked department heads to go back and look through that. Director LeFevre has come up with a worksheet to obtain their input on that plan. We will have goals for you by December 1, and ready to implement in January.

b. Upcoming Calendar Items

Mayor Rohde said September 23, is the Emergency Preparedness event at the Senior Center from 2-5 p.m. On September 24, we will hold a Town Hall meeting. Our Planning department will be here to answer questions and we would like to hear from the citizens. October 2, is a Domestic Violence Awareness Walk at Jeanie Stevens Park at 5 p.m. October 27-28, is our Council training. The Emotional Wellness Committee will meet on October 7, at 6 p.m. We are having our first CAC meeting Thursday at 6 p.m. The new website is running. The Main Street Committee will hold their first activity on September 26 at Midland Square with hot rolls and cruising Main from 6-9 p.m.

14. 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*

15. Adjournment.

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

The meeting adjourned at 8:47 p.m.

The undersigned duly acting and appointed Recorder for Tremonton City Corporation hereby certifies that the foregoing is a true and correct copy of the minutes for the City Council Meeting held on the above referenced date. Minutes were prepared by Jessica Tanner.

Dated this _____ day of _____, 2026.

Cynthia Nelson, City Recorder

DRAFT MINUTES

TREMONTON CITY CORPORATION TOWN HALL MEETING September 24, 2026

Members Present:

Kristie Bowcutt

Brent Jex

Beau Lewis

Sharri Oyler – excused

Blair Westergard – excused

Bret Rohde, Mayor

Cynthia Nelson, City Recorder

Mayor Rohde called the September 24, 2026 Town Hall Meeting to order at 6:00 p.m. The meeting was held at City Hall, located at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Rohde, Councilmembers Bowcutt, Jex, and Lewis, and City Recorder Nelson. Councilmembers Oyler and Westergard were excused.

1. Mayor Rohde thanked everyone for coming to the open house style meeting. The following is a summary of what was discussed.

Overview

Transportation Grant

- One-year, \$100,000 grant opportunity for transportation within the regional triangle.
- Potential needs included medical appointments, senior activities, shopping, work, school, and connections to Logan and Brigham City.
- Options discussed: city van, senior center van, UTA van pool, partnerships with existing providers, vouchers, and gas reimbursement.
- Concerns included demand data, affordability, insurance, licensing, drivers, grant conditions, and sustainability after the grant ends.

Main Street and Midland Square

- Main Street revitalization may use facade grants, sidewalk improvements, coordinated lighting, trees, and seasonal decorations.
- Initial focus is the three-block core near Midland Square.
- Midland Square was discussed as both a gathering place and a veteran's memorial.
- Participants supported respectful events, veteran participation, historical education, and defined usage guidelines.

Safety and Beautification

- Concerns included dark roads, missing or inadequate crosswalks, streetlights requiring repair, and pedestrian access near residential areas and the hospital.

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- The city discussed stronger beautification efforts and enforcement of existing vehicle and property maintenance codes.
- Tree selection and potential building damage were raised as considerations for Main Street improvements.

Growth Planning

- The city is reviewing proposals for a new citywide general master plan.
- The plan is intended to establish clearer locations for residential density, commercial uses, industrial areas, mixed-use development, transportation, and future annexations.
- Participants emphasized public involvement and consistent adherence to the adopted plan.

Infrastructure and Communication

- A sewer treatment project and possible bond financing were discussed, including public education about repayment through growth-related impact fees.
- Participants requested clearer promotion of town halls, public hearings, neighborhood meetings, and city events through utility notices, social media, signage, calendars, and the city website.
- The Citizen's Voice system was highlighted as a way to submit and track service requests.

The Citizen's Voice system was highlighted as a way to submit and track service requests.

2. Adjournment

The meeting adjourned at 8:00 p.m., by consensus of the Council.

The undersigned duly acting and appointed Recorder for Tremonton City Corporation hereby certifies that the foregoing is a true and correct copy of the minutes for the City Council Meeting held on the above referenced date. Minutes were prepared by Recorder Nelson.

Dated this day of , 2026.

Cynthia Nelson, City Recorder

TREMONTON CITY
CALENDAR ITEMS
October 6, 2026

October 2 Domestic Violence Awareness walk at Jeannie Stevens Park hosted by the Emotional Wellness Committee

October 8 Citizens Advisory Committee 6:00 p.m. at City Hall

October 15-16 Fall Cleanup – Dumpsters at WWTP for residents

October 17 Unveiling Bear River High School Bear

October 30 Main Street Trick or Treat from 4 – 6 p.m.

November 3 General Election

November 4 Wellness Committee at 6:00 p.m.

NPI Monthly Meeting (as needed)

1st Wednesday – East District

2nd Wednesday – South District

3rd Wednesday – West District

4th Wednesday – Central District