

### Here is a historical timeline of the North Summit Fire impact fee project:

- Zions was previously engaged with the district to complete a fire impact fee analysis in early 2012. We worked closely with the former board chairman Brett Jones on that project. On March 8, 2012, the board held an impact fee public hearing and adopted the impact fee facilities plan and impact fee analysis, but it is my understanding that the district never began collecting impact fees. Zions has the signed scope of work, board presentation, final copies of the 2012 IFFP and impact fee analysis, and North Summit Fire District's signed impact fee resolution if the district needs copies of any of those old documents currently.
- Sometime around April 5, 2021, Susie Becker at Zions received a phone call inquiring about preparing an update to the impact fee documents completed by Zions in 2012. Susie reached out to me to set up a time for the meeting and we held a virtual meeting on April 7<sup>th</sup>, 2021, which I believe was attended by Susie, me, Mark Robertson, and Ian Nelson. As I recall, I believe we had a broad discussion about impact fees and information required to complete the study. I indicated that I would send them a document detailing what information we would need to gather from the district in order to complete an impact fee project.
- Mark Robertson called me on April 30, 2021 and asked me to send over the 2012 analyses which I sent via email to Mark and Ian.
- May 10, 2021, I received an email from Ian requesting a price quote for the impact fee project. I responded the next day with a price quote which was \$7,500 for the impact fee facilities plan and impact fee analysis if the district could do their own GIS of the call data and \$8,500 if Zions would be doing the GIS too.
- May 24<sup>th</sup>, 2021, Ian emailed me and said, "We have been approved to do the \$7,500 one. If we want to upgrade to the \$8,500 later, can we?" and I responded and said, "Absolutely. If you find that the district is not able to provide the call data to us sorted by land use type and you need our GIS specialist to do that, then the project can certainly be upgraded later to expand the scope of the project to include that GIS work."
- July 20, 2021<sup>st</sup> I checked in with Ian and Mark via email because we had not yet received the completed GIS data from the district. On August 8<sup>th</sup> Ian responded to me and asked me to expand the scope to include the GIS portion. At this point the project budget was expanded to the \$8,500. Ian was sent an email on August 9<sup>th</sup> letting him know what raw data we required to do the GIS analysis.
- September 13<sup>th</sup> Ian sent me an email apologizing that he hadn't sent me the raw data yet for the GIS analysis and said he'd work on it that day. I will have to see if I can find the email of when he sent us the information we needed (I'm not sure if I was copied on it or if it went directly to my coworker Aaron Montgomery), but I know that by October 18<sup>th</sup> my coworker was able to send me the completed GIS analysis.
- November 3<sup>rd</sup> Ian and I began emailing about the existing facilities and apparatus and future facility's needs. That is all data I had requested initially (I believe immediately following the April virtual meeting with Mark and Ian), but I hadn't received any of that data yet from the district. Ian responded to my email with some information on future facilities, but I was not clear on which facilities the district intends to construct within a

10-year impact fee planning horizon. I sent a follow up email on November 4<sup>th</sup> and did not hear back from Ian.

- On December 1<sup>st</sup> Michelle Andersen emailed me to inform me Ian was no longer with the district and requesting information on the status of the impact fee project. I forwarded her the emails from November 3<sup>rd</sup> and 4<sup>th</sup> about future facilities planning. She told me she would discussing it at that evening's meeting and get back to me and I have not heard from her yet.

Here is an email stopping all work Prior to Chief Ben Nielson:

- Monday, January 10, 2022, 3:03 PM  
Hi Megan,

Thank you for this helpful background and thank you for your agreement to keep everything on hold. As I mentioned during our phone call last month, I don't have any record that the district published notice of its intent to prepare/create an impact fee facility plan pursuant to Utah Code 11-36a-501. Additionally, the requested work was never put out to bid in accordance with State Code and Utah Administrative Rule 33-1-4, which states in its entirety:

**R33-1-4. Competitive Procurement Required for Expenditure of Public Funds or Use of Public Property or Other Public Assets to Acquire a Procurement Item Unless Exception is Authorized.**

(1) Unless the procurement official issues a written exception in accordance with Title 63G, Chapter 6a, and applicable rules documenting why a competitive procurement process is not required and why it is in the best interest of the procurement unit to award a contract without engaging in a standard procurement process, a procurement unit shall conduct a standard procurement process whenever:

(a) public funds are expended or used to acquire a procurement item; or

(b) a procurement unit's property, name, influence, assets, resources, programs, or other things of value are used as consideration in the formation of a contract for a procurement item.

When this first came to the Board's attention in Spring of 2021, I was unaware that was the beginning of the process and that the notice and RFQ were not completed in 2020. This means that the district must ask you to discontinue work on the plan. Please let us know any amount owed for work completed to date. I will work with the Board to generate the appropriate public notice and then we will start the process of issuing an RFP or RFQ, and Zions is welcome to participate in that process if it chooses.

Please do not hesitate to reach out with any questions or concerns.

Kind regards,

Ryan P.C. Stack

Deputy County Attorney

### Moving Foreword:

I (Chief Ben Nielson) have begun gathering bids again for the Capital Facilities Plan and Impact fee study. Right now, I have gathered 2 bids.

1. 'Zions' to continue the work they have already provided, which is approximately 30 % of the work has already been performed.
2. Then I received a new bid this last week from 'Lewis Young Robertson & Burningham, Inc.,' whom is a company that I reached out too and that was recommended by Coalville City.
3. Everything has been followed according to the newly adopted procurement policy from the prior April ACB meeting for the NSFD. Because it will be under the \$25,000 amount and The Fire Chief has the authorization to do so. I have I chosen to use Zion's and to have them continue their work. This also means that we will not miss out on money that we already paid them (30% of work they had already done). No prior funds will be lost.

### Discussion for the work session (May 12<sup>th</sup>, ACB Mtg.) that needs to be verified prior to Zions continuing their work:

**\*\*FYI...Below is the Email that I received of the questions they need answered. \*\***

Hello Ben,

Below is the information I will need to wrap up the impact fee project. I think the main area for the Board to discuss is which capital projects and apparatus acquisitions they realistically want to pursue in the next 10 years and if any or all those projects will be financed, or grant funded. I included the list Ian provided me with, but I know you've said there needs to be some discussion on Tollgate Canyon and the station additions that are planned. Let me know if you have any questions or need anything else from me before the board meeting. Thanks!

- **Existing Station Inventory**

- Were all the costs we used in the 2012 analysis still correct (see table below)? Have any new facilities been acquired, expanded, or remodeled since this table was compiled in 2012?

North Summit Fire District Facilities as of 2012						
Location	Size (sq ft)	Land (acres)	Year	Estimated Cost (Building)	Estimated Cost (Land)	Total

Coalville Station	Coalville	9,000	2.5	1983	\$314,000	\$91,000	\$405,000
Henefer Station	Henefer	3,450	1	1985	\$123,500	\$20,000	\$143,500
Wanship Station	Wanship	3,600	2	1995	\$200,000	\$20,000	\$220,000
Total							\$768,500

**Commented [BN1]:** I feel that these are very low values compared to today's values. I have reached out to Megan and I am waiting on a response to update these. This goes for all 3 station's.

- **Future Capital Projects List-New Stations, Expansions, or Apparatus \$500,000 or more (fully equipped):**

- Which projects will be happening within the next 10 years? The end goal will be to put together a table like the one above. So, we will want to estimate construction year, estimated square feet (or the square footage of any station expansions), estimate a price per square foot, land costs, etc.
  - Here is the information I gave me on future capital projects, but the details and estimates weren't specific enough yet to put into a table.
    1. We have acquired 3 acres in Tollgate Canyon to build a new fire station. Obviously, we don't have the money.
    2. We will need to renovate the Henefer and Wanship station to support community growth. If we had the money I would definitely, do it within the next ten years. The coalville station needs to be replaced. It would most likely be on the same land as the current Coalville Fire Station. Again, we would love to do this within the next 10 years.
    3. As for apparatus we need to replace 4 that would cost over 500,000 each. 3 engines and 1 ladder truck.

- **Outstanding or Future Debt and Grants:**

- Do you have any existing financing outstanding?
- Do you anticipate issuing any debt or lease financing future fire vehicles? If so, we can add interest costs into the impact fee calculation too if the board does anticipate issuing debt for your future capital needs.
- Do you anticipate receiving any grant funding to pay all or a portion of the capital costs for the station additions or apparatus purchases? If so, then we would need to document that in the impact fee analysis. If grants are used for personnel costs, PPE, or equipment purchases, etc. then we do not need to include them in the impact fee analysis. Only if a grant is funding a portion of station construction costs, land purchase for a station, or an apparatus over \$500,000.

**Commented [BN2]:** I feel as if these are very basic and vague and so does Megan. Can we get more specific? Any ideas or thoughts?

**Commented [BN3]:** Tyler Rowser has confirmed with me that the NSFD is completely debt free.

**Commented [BN4]:** Possible Chief's vehicle lease on State contract. Anything other idea's or comments?

Thanks,

**Megan Weber Anderson** | Financial Analyst  
**Zions Public Finance, Inc.**  
 800 W. Main St. Suite 700 Boise, Idaho 83702  
 Office: 208-501-7482

I know this was a huge email with a lot of information, but I wanted this to get out at least a week prior to all of us meeting. I was hoping to get it out sooner, but to get to this point and trying to understand everything, has been difficult to say the least. Please reach out to me with individual questions, by phone preferred, prior to the meeting so I have all your questions answered prior to the meeting so we do not have another 5-hr. long meeting. The rest of the clarifying questions can be answered in the work session I believe.

# 2022 Calendar Year Entity Property Tax Increase Requirements (TNT)

(Additional Requirements: process was changed by Senate Bill 61 in 2014 <http://le.utah.gov/~2014/bills/static/SB0061.html>)

Executive-Council Counties, Special Service Districts, & Local Districts may be subject to additional requirements

Please contact the Property Tax Division if considering a tax increase

DATE	2021 DATE	ACTION	REQUIREMENT
On or Before Oct. 1 <sup>st</sup>	October 1 <sup>st</sup>	Notification of public meeting	Notify county legislative body of the date, time, and place of the public hearing where the budget will be discussed. The Tax Commission also recommends notification of the intent to increase property taxes.
14 or more days before the general or municipal election	By October 19 <sup>th</sup> or earlier	Public Meeting with agenda item	In a public meeting, have separate agenda item, state: (1) intent to increase property taxes, (2) dollar amount of increase, (3) purpose for increase, (4) and the approximate percentage increase.
7 or more days before the general or municipal election	By October 26 <sup>th</sup> or earlier	Parcel Specific Notice Must be Mailed <small>*this requirement was added to eliminate the second TNT public hearing in the summer</small>	Info needed: (1) Value of the property, current year (2) tax on the property, current year (3) estimated tax on property w/ proposed increase (4) date, time and place of public hearing (5) statement from 59-2-919(3)(c)(iv). We also suggest the taxable value be included. <u>See example below.</u>
2 weeks before the public hearing		1 <sup>st</sup> Newspaper advertisement Public Meeting Website	Notify public with a newspaper advertisement and post on the public notice websites: <a href="http://www.utah.gov/pmn/index.html">www.utah.gov/pmn/index.html</a> , <a href="http://www.utahlegals.com">www.utahlegals.com</a> . TNT Ad must be filled out on the Certified Tax Rate System ( <a href="http://www.taxrates.utah.gov">www.taxrates.utah.gov</a> ). After you sign in, on the main screen hover over <i>Data Entry</i> menu item, then click on <i>Truth in Taxation December Ad</i> and fill out the information.
1 week before the public hearing		2 <sup>nd</sup> Newspaper Advertisement	Same advertisement as was used the week before. <b>All copies of newspaper advertisements must be sent in to county auditor and tax commission.</b>
2 weeks after the 1 <sup>st</sup> newspaper advertisement		Hold Public Hearing, budget hearing (TNT)	Public hearing must be held, may be in conjunction with the public hearing required by Section 17-36-13 or 17B-1-610. <b>The only other hearings allowed on the same day are budget, fee, and enterprise fund hearings. Any meetings on the same day must end before the TNT hearing.</b>
After the public hearing		Adopt the Property Tax Increase	After the public hearing, the property tax increase may be adopted, <b>Resolution (pt-800C) must be sent in to tax commission before rate can be finalized</b>

**PLEASE SEND A COPY OR PROOF OF ALL THE REQUIREMENTS TO THE COUNTY AUDITOR AND THE TAX COMMISSION!!!**

**NOTICE OF PROPOSED TAX INCREASE**  
**(Taxing Entity Name)**

Serial Number: 0123456789

Owner Information:

Owner Name

Owner Address

City, State Zip

Statement required in 59-2-919(3)(c)(iv)#

**(Taxing Entity Name)** is proposing a tax increase for 2022. This notice contains estimates of the tax on your property and the proposed tax increase on your property as a result of this tax increase. These estimates are calculated on the basis of 2021 data. The actual tax on your property and proposed tax increase on your property may vary from this estimate.

Market Value	Taxable Value	Current Year Tax Rate	Tax This Year	Estimated Next Year Tax Rate	Estimated Tax Next Year
\$150,000	\$82,500	.000318	\$26.24	.000637	\$52.55

**PUBLIC HEARING**

Date: November, 2021

Time: 6:00 pm

Location: Taxing Entity  
Address  
City, Utah

This rate is determined by dividing desired revenue (2021 revenue plus desired increase for 2022) by the taxable value. The taxable value is the proposed taxable value on the Certified Tax Rates website Rate Detail screen, colored in yellow.

To obtain more information regarding the tax increase, citizens may contact **(Taxing Entity Name)** at (phone number).

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - MSA Safety Sales, LLC - Public Services - -**

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and MSA Safety Sales, LLC, hereinafter referred to as the Contractor, having its principal place of business at 1000 Cranberry Woods Drive, Cranberry Township, PA 16066.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF SERVICES**



The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

#### **ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Aug 01 2019 and ends Jul 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

#### **ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

#### **ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

#### **ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

#### **ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

#### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

##### *A. Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

##### *B. Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

**ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

**ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**MSA Safety Sales, LLC**

Signature   
69B84E3AC38546C...

Name Eleni Lucido

Title President

Date 7/12/2019

**H-GAC**

Signature   
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 7/11/2019



# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - MSA Safety Sales, LLC - Public Services -**

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER's** payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General



Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

## **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

## **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

## **ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

<b>Attachment A</b>			
<b>MSA Safety Sales, LLC</b>			
<b>Emergency Medical &amp; Rescue Equipment</b>			
<b>Contract No.: EE08-19</b>			
<b>Product Code</b>	<b>Mfg.</b>	<b>Model &amp; Description</b>	<b>Base Offered Price</b>
EE19ACA	MSA	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)	<b>15%</b>
EE19HDA	MSA	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)	<b>5%</b>
EE19LVA	MSA	Fire and Rescue Helmets-Effective 01/15/2019	<b>15%</b>

**AMENDMENT No. 1 to CONTRACT No. EE08-19**

**For**

Emergency Medical & Rescue Equipment

**Between**

**HOUSTON-GALVESTON AREA COUNCIL**

**And**

**Weidner & Associates Inc.**

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2022 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,  
Houston, Texas

DocuSigned by:

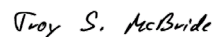


82EC270D5DB1423  
Chuck Wemple, Executive Director

Date: 8/25/2021

Signed for: **Weidner & Associates Inc.**

DocuSigned by:



63E361D2BD264D5...

Troy S. McBride vice President

Printed Name & Title:

Date: 8/25/2021

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# List of HGACBuy End Users

Select a State to See a list of End Users From That State

Utah

Filter by Name

summit

Agency Name

Summit County(UT)

City

Coáville

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Weidner & Associates Inc. - Public Services - ID 6407

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## LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC, MSA Safety Sales, LLC (Contractor) at 1000 Cranberry Woods Drive, Cranberry Township, PA 16066 and Weidner & Associates Inc., (Assignee) at 135 West 7065 South, Midvale, UT 84047.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as EE08-19, with H-GAC for the sale of Emergency Medical & Rescue Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 3698 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by H-GAC (the "Effective Date") and ends Jul 31 2021. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

**Section 1** Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

**Right to sell products/services:** H-GAC Product Codes EE19ACA, EE19HDA, and EE19LVA

**Right to sell products/services in the following geographical area:** Idaho, Nevada, Utah, and Wyoming

**Right to administer Purchase Orders:** N/A

**Section 2** Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

**Section 3** Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

**Section 4** H-GAC hereby consents to such limited assignment and assumption.

**Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.**

IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

**H-GAC**

Signature  DocuSigned by:  
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 3/23/2021

**MSA Safety Sales, LLC (Contractor)**

Signature  DocuSigned by:  
DB8B8F5FDCB4436...

Name Michael J. Taillon

Title Senior Manager, NA Sales Channels

Date 3/22/2021

**Weidner & Associates Inc. (Assignee)**

Signature  DocuSigned by:  
EB51BDF2200A468...

Name Troy S. McBride

Title Vice President

Date 3/22/2021

# Cooperative Purchasing

## Put the power of many to work for you

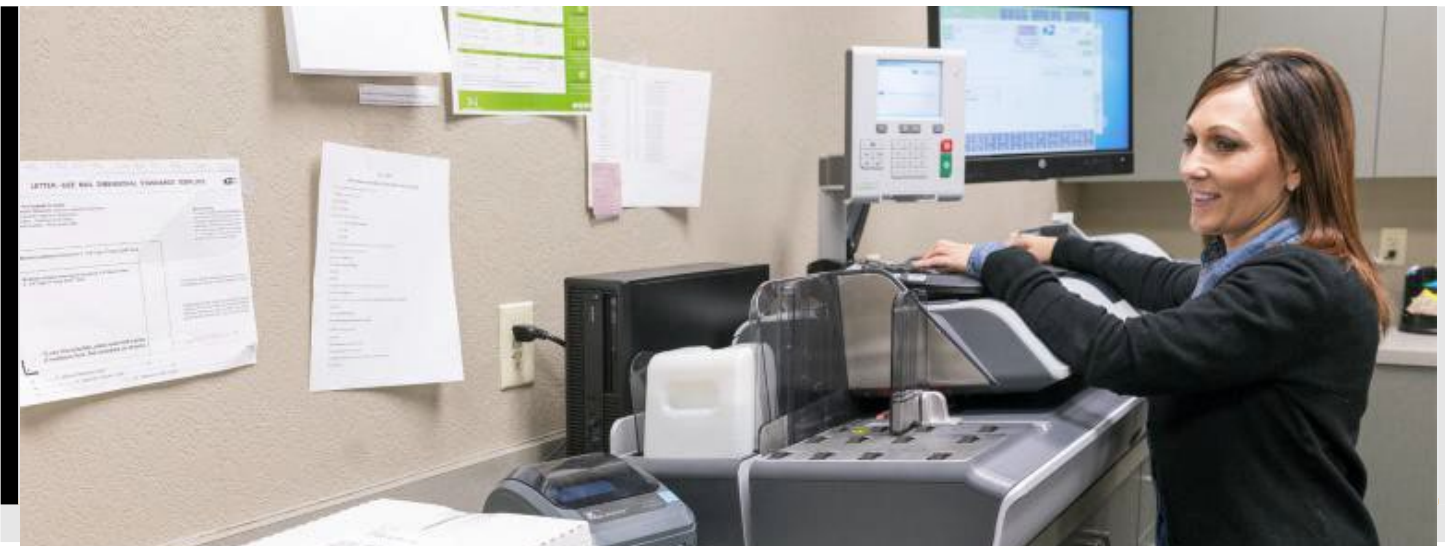
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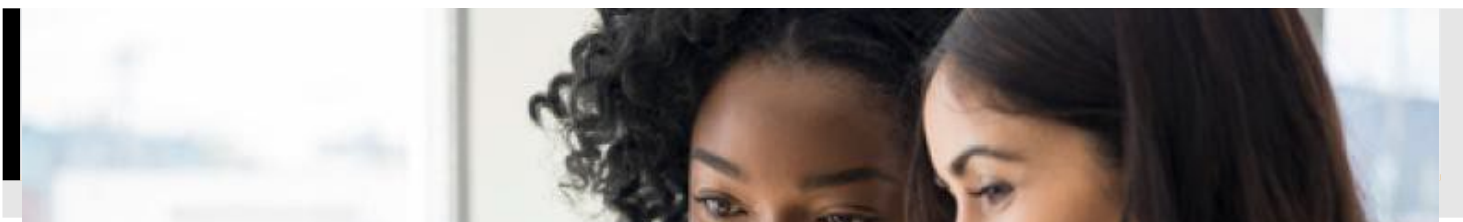
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# Quotation

135 West 7065 South

Midvale, UT 84047

Phone: 801-565-9595

Email: [accounting@weidnerandassociates.com](mailto:accounting@weidnerandassociates.com)

Order#	Date
S45542	05/11/2022

Bill To:	Ship To:
North Summit Fire District 86 East Center Street Coalville, UT 84017	North Summit Fire District 86 East Center Street Coalville, UT 84017
Contact: Chief Ben Nielson	

**Notes:** FREE FIT TESTING WITH PURCHASE OF SCBA

Sales Rep	Payment Terms	FOB Point	Shipping Terms	Carrier	Ship Service
Justin Colligan	NET 30 DAYS	Origin	Prepaid & Billed	UPS	Ground

	Number	Description	Unit Price	Qty Ordered	Total Price
1	A- G1FS442MD2C4LER	MSA G1 SCBA: Standard with Chest Strap, Quick Connect, ADJ. Lumbar, Recharge, Standard Control Module, Trans-Fill Hose, ITIC	\$7,053.00	20 ea	\$141,060.00
2	10175708	MSA G1 4500 PSI 45-Min Low-Profile Cylinder with QC Fitting	\$1,028.00	30 ea	\$30,840.00
3	10156459	MSA Medium G1 Facepiece with 4pt Harness and Medium Nose Cup	\$313.00	20 ea	\$6,260.00
4	MB600R	True North Sidewinder Mask Bag Red PROMOTION: FREE MASK BAGS WITH SCBA PURCHASE	\$0.00	20 ea	\$ 0.00
5	10158385	MSA G1 Smart Charger	\$649.00	1 ea	\$ 649.00
6	10148741-SP	MSA G1 Rechargeable Battery	\$358.00	6 ea	\$2,148.00
7	10162403	MSA QC Fill Station Adapter - QC to 1/4 NPT F, 5000 psig	\$420.00	2 ea	\$ 840.00
8	10206313	G1 RIT System, 4500, FCPC, Regulator, 6-Ft Quick-Fill & ExtendAire II Systems (UEBSS, 2018 ed.), remote gauge, URC, Quick-Connect (Does not include cylinder or bag)	\$4,255.00	1 ea	\$4,255.00
9	10175710	MSA G1 4500 PSI 60-Min Cylinder with QC Fitting	\$1,309.00	1 ea	\$1,309.00
10	RBL20	True North L-2 RIT Bag w/ Skid Plate	\$229.00	1 ea	\$ 229.00

<b>Subtotal:</b>	<b>\$187,590.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$187,590.00</b>

Freight charges and sales tax will be added to the invoice where applicable. If this purchase is tax exempt, a certificate must be received with your purchase order. All returns are subject to restocking fees, which are based on Weidner Fire's suppliers' returns policies. Weidner Fire's Returns Policy can be viewed at [www.weidnerfire.com/returns.asp](http://www.weidnerfire.com/returns.asp). We accept all major credit cards. Please note that a convenience fee of 3% will be applied at the time of processing.



Ph: 801-486-7285  
TF: 800-426-0509  
Fax: 801-487-1278  
[slcsales@lncurtis.com](mailto:slcsales@lncurtis.com)  
UEI#: DDLSADSWN7U7



Intermountain Division  
1635 South Gramercy Road  
Salt Lake City, UT 84104  
[www.LNCurtis.com](http://www.LNCurtis.com)  
Quotation No. 224372

## Quotation

**CUSTOMER:**

North Summit Fire Protection  
District  
PO Box 187  
Coalville UT 84017

**SHIP TO:**

North Summit Fire Protection  
District  
Box 187  
Coalville UT 84017

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
224372	05/09/2022	06/02/2022

**SALESPERSON**

Patrick Vietti  
[pvietti@lncurtis.com](mailto:pvietti@lncurtis.com)  
801-673-3855

**CUSTOMER SERVICE REP**

Jeff Levy  
[jlevy@lncurtis.com](mailto:jlevy@lncurtis.com)  
385-259-7203

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	CHIEF NIELSON	C30061	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

**NOTES & DISCLAIMERS**

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

**Safety Warning Notice:** Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	20	EA	G1 4500 SCBA MSA CUSTOM	4500PSIlg G1 Fire Service SCBA, As Below;  WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.  MSA G1 SCBA - 4500 psi - QUICK CONNECT - CHEST STRAP - METAL TANK BAND - ADJUSTABLE LUMBAR - SOLID 2ND STAGE - CONTINUOUS HOSE - HOSE & POUCH EBSS - VOICE AMP LEFT - PASS WITH ITIC THERMAL IMAGER - RECHARGEABLE BATTERY	\$7,054.25	\$141,085.00

Ph: 801-486-7285  
 TF: 800-426-0509  
 Fax: 801-487-1278  
[slcsales@lncurtis.com](mailto:slcsales@lncurtis.com)  
 UEI#: DDLSADSWN7U7



Intermountain Division  
 1635 South Gramercy Road  
 Salt Lake City, UT 84104  
[www.LNCurtis.com](http://www.LNCurtis.com)  
 Quotation No. 224372

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	30	EA	10175708 MSA	45Min 4500# G1 SCBA Low Profile Cylinder, With Air, With Quick Connect Remote Connection	\$1,029.15	\$30,874.50
3	20	EA	10156459 MSA	Medium G1 Facepiece With Medium Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1Fp-Fm1M401  WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.  * FIT TESTING PROVIDED AT NO CHARGE TO N. SUMMIT FOR THIS ORDER	\$313.50	\$6,270.00
4	6	EA	10148741-SP MSA	Battery Pack, G1, Rechargeable	\$359.75	\$2,158.50
5	1	EA	10158385 MSA	G1 SCBA Charging Station Kit	\$696.80	\$696.80
6	1	EA	10206313 MSA	Uebss 2018 Edition G1 Rit Extendaire II System, 4500#, Medium Facepiece, Regulator, 6Ft Quick-Fill Hose, Urc, Quick-Connect  WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.	\$4,531.40	\$4,531.40
7	1	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection	\$1,265.25	\$1,265.25

Ph: 801-486-7285  
TF: 800-426-0509  
Fax: 801-487-1278  
slcsales@lncurtis.com  
UEI#: DDLSADSWN7U7



Intermountain Division  
1635 South Gramercy Road  
Salt Lake City, UT 84104  
www.LNCurtis.com  
Quotation No. 224372

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
8	1	EA	RBL20 TRUE NORTH	Red L-2 Rit Bag W/ Iron-Cloth Technology & Heat-Shield Skid Plate	\$269.75	\$269.75
9	20	EA	770703 CMC	Red Plain SCBA Mask Protector	\$23.25	\$465.00

Small Business  
CAGE Code: 5E720  
DUNS Number: 009224163  
SIC Code: 5099  
Federal Tax ID: 94-1214350

This pricing remains firm until 06/02/2022. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$187,616.20
Tax Total	\$0.00
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$187,616.20
<a href="#">View Terms of Sale and Return Policy</a>	



## Young Automotive Group

Aaron Huffaker | 801-647-2809 | ahuffaker@youngdodge.com

# North Summit Fire Dist.

**Prepared For:** Chief Ben Nielson

[Fleet] 2022 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT



State of Utah Contract Price: \$45,991\*

State Contract MA3800


Cargo Glide Cargo Management System: \$1,381

\*Price subject to change. 2023 Gov incentives have not been announced as of 5/9/22\*



# Young Automotive Group

Aaron Huffaker | 801-647-2809 | ahuffaker@youngdodge.com

[Fleet] 2022 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (  Complete )

## Price Summary


PRICE SUMMARY	
	MSRP
Base Price	\$50,900.00
Total Options	\$4,620.00
Vehicle Subtotal	\$55,520.00
Destination Charge	\$1,695.00
<b>Grand Total</b>	<b>\$57,215.00</b>

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Data Version: 16421. Data Updated: May 5, 2022 9:37:00 PM PDT.



# Young Automotive Group

Aaron Huffaker | 801-647-2809 | ahuffaker@youngdodge.com

[Fleet] 2022 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (  Complete )

## Selected Model and Options


MODEL		
CODE	MODEL	MSRP
CK10743	2022 Chevrolet Silverado 1500 4WD Crew Cab 157" LT	\$50,900.00
COLORS		
CODE	DESCRIPTION	
GAZ	Summit White	
EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00
ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Certain vehicles may be forced to include (YK9) Not Equipped with Dynamic Fuel Management. See dealer for details.)	\$1,595.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine and (AZ3) bench seat.)	Inc.
GVWR		
CODE	DESCRIPTION	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine without (NHT) Max Trailering Package.)	Inc.
AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (LM2) Duramax 3.0L Turbo-Diesel I6 engine.)	Inc.

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Data Version: 16421. Data Updated: May 5, 2022 9:37:00 PM PDT.



## Young Automotive Group

Aaron Huffaker | 801-647-2809 | ahuffaker@youngdodge.com

[Fleet] 2022 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (  Complete )

### PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	\$0.00

### WHEELS

CODE	DESCRIPTION	MSRP
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (Included with (Z71) Off-Road Package or (PDZ) Z71 Off-Road and Protection Package. Requires (Z71) Off-Road Package when (VYU) Snow Plow Prep Package is ordered.)	Inc.

### TIRES

CODE	DESCRIPTION	MSRP
R3O	Tires, LT275/65R18C blackwall Goodyear Wrangler DuraTrac MT (Included with (B4U) Diesel Off-Road Package or requires (Z71) Z71 Off-Road Package, (RCV) 18" Bright Silver painted wheels and (L84) 5.3L EcoTec3 V8 engine.)	\$495.00

### SPARE TIRE

CODE	DESCRIPTION	MSRP
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires, (QDF) 265/65R18SL all-season blackwall tires, (QDS) 265/65R18SL all-terrain white outline letter tires, (XCK) 265/65R18SL all-terrain blackwall tires or (R3O) LT275/65R18 Goodyear Wrangler DuraTrac tires.)	Inc.

### PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

### SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00

### SEAT TRIM

CODE	DESCRIPTION	MSRP
H0U	Jet Black, Cloth seat trim	\$0.00


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[Fleet] 2022 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (  Complete )

RADIO		
CODE	DESCRIPTION	MSRP
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	MSRP
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter (Requires 4WD model. Includes Z71 hard badge, (N10) dual exhaust, (RCV) 18" bright silver painted wheels, (XCK) 265/65R18 all-terrain, blackwall tires and (NQH) 2-speed transfer case. Included with (PDZ) Z71 Off-Road and Protection Package. (XCK) 265/65R18 all-terrain, blackwall tires are replaced with (R3O) LT275/65R18C MT Goodyear Wrangler DuraTrac blackwall tires when (B4U) Diesel Off-Road Package is ordered. Trucks not equipped with (B4U) Diesel Off-Road Package may upgrade to (QDS) 265/65R18 all-terrain, white outlined letter tires, (R3O) LT275/65R18 Goodyear Wrangler DuraTrac tires or (NZN) 20" aluminum wheels with Grazen metallic pockets and (QAE) 275/60R20 all-terrain, blackwall tires. Not available with (NHT) Max Trailering Package, (L3B) 2.7L Turbo engine or 22" wheels. Not available with (RG5) (Z82) Fleet LT Trailering Package Delete.)	\$1,050.00
WPQ	Protection Package includes (B1J) wheel house liners and (CGN) Chevytac spray-on bedliner (Requires (RIA), (AAK) or (BKF) floor liners. Included with (PDZ) Z71 Off-Road and Protection Package.)	\$685.00
B59	Remote Start Package includes (BTV) Remote Start, (UTJ) content theft alarm and (C49) rear-window defogger (Standard on 1LT. Included with (PCL) Convenience Package. Available as a free flow when (RG4) Fleet LT Base Content Package Delete is ordered.)	\$0.00

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## Young Automotive Group

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[Fleet] 2022 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✔ Complete)

### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
YK9	Not Equipped with Dynamic Fuel Management, see dealer for details (Included and only available on 4WD models equipped with (L84) 5.3L EcoTec3 V8 engine. Not available with (NHT) Max Trailering Package.) *CREDIT*	(\$50.00)
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
NQH	Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (NHT) Max Trailering Package, (VYU) Snow Plow Prep Package, (LM2) Duramax 3.0L Turbo-Diesel I6 engine or (L3B) 2.7L Turbo engine.)	\$0.00
JL1	Trailer brake controller, integrated (Included with (PCM) Convenience Package II or (NHT) Max Trailering Package. Not available with (RG5) (Z82) Fleet LT Trailering Package Delete.)	\$275.00
NZZ	Skid Plates (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	Inc.
N10	Exhaust, dual with polished outlets (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.

### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
CGN	Chevytec spray-on bedliner, Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included and only available with (WPQ) Protection Package. Double Cab and Crew Cab models are available with Ship Thru codes (VBE), (VCO), (VDT), (VYC) or (VYS).)	Inc.
B1J	Wheelhouse liners, rear (Included and only available with (WPQ) Protection Package. Certain vehicles built prior to 3-21-2022 and after 4-7-2022 will include rear wheelhouse liners. Certain vehicles built on 3-21-2022 thru 4-7-2022 will be forced to include (RFZ) Not Equipped with Rear Wheelhouse liners, which removes Rear Wheelhouse liners. See dealer for details or the window label for the features on a specific vehicle.)	Inc.
DPO	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, clearance lamps and auxiliary lighting; manual folding/extending (Includes (DD8) auto-dimming inside rearview mirror. Not available with (RG5) (Z82) Fleet LT Trailering Package Delete.)	\$345.00

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# Young Automotive Group

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[Fleet] 2022 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT ( Complete )

ADDITIONAL EQUIPMENT - INTERIOR		
CODE	DESCRIPTION	MSRP
R7N	Not Equipped with Steering Column Lock, see dealer for details (Certain vehicles built on or after 4-4-2022 will be forced to include (R7N) Not Equipped with Steering Column Lock, which removes Steering Column Lock.) *CREDIT*	(\$50.00)
BTV	Remote vehicle starter system (Standard on 1LT. Included with (B59) Remote Start Package.	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Standard on 1LT. Included with (B59) Remote Start Package.	Inc.
C49	Defogger, rear-window electric (Standard on 1LT. Available as a free flow with (RG4) Fleet LT Base Content Package Delete. Included with (B59) Remote Start Package.)	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DPO) trailering mirrors.)	Inc.
ADDITIONAL EQUIPMENT - LPO		
CODE	DESCRIPTION	MSRP
AAK	LPO, All-weather floor liners, 1st and 2nd rows (includes Z71 logo on front mats), (Requires (Z71) Z71 Off-Road Package. Included with (PDZ) Z71 Off-Road and Protection Package. Not available with (BG9) rubberized vinyl flooring or (RIA) All-weather floor liners, LPO.)	\$275.00
Options Total		\$4,620.00

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Data Version: 16421. Data Updated: May 5, 2022 9:37:00 PM PDT.

South Salt Lake, UT 84115

Date	Estimate #
5/5/2022	25209

Name / Address
North Summit Fire District Ben Nielson P O Box 187 Coalville, UT 84017

P.O. No.	Terms	Rep

Phone #	E-mail
801 - 478-3062	clint@premiervehicle.com

Page 1

# Premier Vehicle Installation,

3037 S 300 W

South Salt Lake, UT 84115

# Estimate

Date	Estimate #
5/5/2022	25209

Name / Address
North Summit Fire District Ben Nielson P O Box 187 Coalville, UT 84017

P.O. No.	Terms	Rep

Item	Description	Qty	Cost	Total
PKG-PSM-3003	2019-2020 Chevrolet Silverado/GMC Sierra 1500 Premium Passenger Side Mount Package Fits 2019+ 2500 and 3500 also	1	513.49095	513.49
UT-1001	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	218.59177	218.59
EL3716	WAGAN 500W Inverter w/USB	1	61.90	61.90
PDP-13	Power Distribution Panel 5 Constant, 5 Ignition, 3 Timed	1	175.93	175.93
46096	Power Fuse Module	1	15.00	15.00
MRCB80	HI AMP Manual Reset 80 Amp Circuit Breaker	1	26.50	26.50
PVIB2	Fuse Holder Bracket	1	12.30	12.30
Misc.	M25URS9PW1 N G241/G51, G01670/G444, G67, W22/B18, GA335 / GA00235A APX6500 Mobile, 35 Watt 800 MHz, w/Analog Operation Smartzone Roaming Software, E5 Head, 870 Modes, Remote Mount Head , 4 Line 14 Character Alpha Numeric Display, Speaker, Palm Microphone, Antenna, Mounting Hardware	1	3,025.57	3,025.57
Misc.	G78AT Three Year Extended Warranty Three Full Years	1	0.00	0.00
Misc.	G806 Astro Digital P25 Common Air Interface (CAI)	1	0.00	0.00
Misc.	G361 P25 9600/3600 Baud Phase I Interoperability, Includes OmniLink	1	0.00	0.00
Misc.	GA00580 TDMA P25 Phase II GA00580AA Optional TDMA Operation	1	250.00	250.00
EVC-MT19	ENDURA RUGGED IN-VEHICLE CHARGER FOR MOTOROLA APX6000	1	198.40	198.40
Install Kit	Installation Materials	1	115.20	115.20
			<b>Total</b>	

Phone #	E-mail
801 - 478-3062	clint@premiervehicle.com

Signature

# Premier Vehicle Installation,

3037 S 300 W

South Salt Lake, UT 84115

# Estimate

Date	Estimate #
5/5/2022	25209

Name / Address
North Summit Fire District Ben Nielson P O Box 187 Coalville, UT 84017

P.O. No.	Terms	Rep

Item	Description	Qty	Cost	Total
Install Labor	Install Labor -- Install Headlight Flasher, Grille LED's, Front LED's Windshield Center Low, Front LED Bar, Rear LED Bar, Tail Flasher, Siren Speaker, Light/Siren Controller, Console, Computer Stand, Inverter, 800 Mhz Radio, Coax, Antenna, Hand Held Radio Charger, Power Distribution Unit	24	80.00	1,920.00
	2023 Chevy Silverado			
			<b>Total</b>	\$9,756.59

Phone #	E-mail
801 - 478-3062	clint@premiervehicle.com

Signature

## North Summit Fire District

5/10/2022 4:31 PM

Register: 1001 · Zions Bank

From 04/16/2022 through 05/13/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
04/18/2022			12000 · Undeposited F...	Deposit	X	38.94	5,225.57
04/18/2022	On Line	Republic Service	2012 · Accounts Payable	March Trash S...	11.42 X		5,214.15
04/18/2022	On Line	Republic Service	2012 · Accounts Payable	Trash Service ...	229.84 X		4,984.31
04/19/2022		Zions Bank First Nat...	6500 · Operations	Bank Fee	10.00 X		4,974.31
04/21/2022		Public Treasures (PT...	1002 · 1254 PTIF Oper...	Deposit	X	3,677.36	8,651.67
04/22/2022			12000 · Undeposited F...	Deposit	X	19.32	8,670.99
04/25/2022			12000 · Undeposited F...	Deposit	X	38.94	8,709.93
04/25/2022		Fareharbor	1004 · Building Rent	Refund on Can...	38.94 X		8,670.99
04/25/2022	DD	Rowser, Tyler J	-split-		182.70 X		8,488.29
04/25/2022	DD	Nielson, Benjamin L	-split-		3,144.51 X		5,343.78
04/25/2022	DD	Willoughby, Louise	-split-		X		5,343.78
04/25/2022	DD	Andersen, Michelle	-split-		73.88 X		5,269.90
04/25/2022	DD	Bosworth, Melanie	-split-		73.88 X		5,196.02
04/25/2022	DD	Novak, Michael	-split-		73.88 X		5,122.14
04/25/2022	DD	Rees, James A	-split-		73.88 X		5,048.26
04/26/2022			6500 · Operations	Payroll Fee's	416.31 X		4,631.95
04/29/2022		Public Treasures (PT...	1003 · 3901 Capital D...	Valley Glass AP	X	4,285.00	8,916.95
04/29/2022		Public Treasures (PT...	1002 · 1254 PTIF Oper...	AP 4.15 - 4.29	X	43,427.28	52,344.23
04/29/2022			12000 · Undeposited F...	Deposit	X	19.32	52,363.55
04/29/2022		KHSA	2012 · Accounts Payable	QuickBooks ge...	X		52,363.55
04/29/2022	On-Line	Utah Department of ...	2400.5 · State Unempl...	C 6-447494-0	51.46 X		52,312.09
04/29/2022	On-Line	Utah State Tax Com...	2400.4 · State W/H Pa...	12839632-003-...	350.00		51,962.09
04/29/2022	4523	Amazon Business	2012 · Accounts Payable		450.64		51,511.45
04/29/2022	4524	Jimenez Painting	2012 · Accounts Payable	Patch and Paint...	760.00		50,751.45
04/29/2022	4525	Park City Fire District	2012 · Accounts Payable	Fire Protection ...	40,227.00		10,524.45
04/29/2022	4526	Utah Valley University	2012 · Accounts Payable	Short Payment ...	20.00		10,504.45
04/29/2022	4527	Valley Glass Ogden	2012 · Accounts Payable	Replace Door ...	4,285.00		6,219.45
04/29/2022	4528	Wanship Irrigation C...	2012 · Accounts Payable	Irrigation Shares	135.00		6,084.45
04/30/2022			6510.1 · Trash	Service Charge	0.27 X		6,084.18
05/04/2022			12000 · Undeposited F...	Deposit		138.95	6,223.13
05/09/2022		Public Treasures (PT...	1002 · 1254 PTIF Oper...	Payroll 4.15.22...		14,297.40	20,520.53
05/09/2022		Payogics	2500 · Accrued salaries	Payroll 4.15.22...	14,297.40		6,223.13
05/13/2022		Public Treasures (PT...	1002 · 1254 PTIF Oper...	AP 5.1-5.13.22		8,905.52	15,128.65
05/13/2022	On-Line	United States Treasury	-split-	87-0560689	1,433.18		13,695.47
05/13/2022	4529	All West Communic...	2012 · Accounts Payable	Telephone and ...	719.51		12,975.96
05/13/2022	4530	Amazon Business	2012 · Accounts Payable		1,293.87		11,682.09
05/13/2022	4531	AT&T Mobility	2012 · Accounts Payable	Cell Service	217.21		11,464.88
05/13/2022	4532	Dominion Energy	2012 · Accounts Payable		502.52		10,962.36
05/13/2022	4533	epic Engineering	2012 · Accounts Payable	accord and sati...	2,365.50		8,596.86
05/13/2022	4534	Fuel Network	2012 · Accounts Payable	April Fuel	752.71		7,844.15

## North Summit Fire District

5/10/2022 4:31 PM

Register: 1001 · Zions Bank

From 04/16/2022 through 05/13/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
05/13/2022	4535	Moore's Tire & Servi...	2012 · Accounts Payable	Annual Vehicle...	942.00		6,902.15
05/13/2022	4536	Norco Inc.	2012 · Accounts Payable	LEL Sensor	116.94		6,785.21
05/13/2022	4537	Reliance Standared L...	2012 · Accounts Payable		14.08		6,771.13
05/13/2022	4538	Republic Service	2012 · Accounts Payable	Trash Pickup	12.93		6,758.20
05/13/2022	4539	Rocky Mountain Po...	2012 · Accounts Payable		628.48		6,129.72
05/13/2022	4540	Steffen Design	2012 · Accounts Payable	Website update...	200.00		5,929.72
05/13/2022	4541	Summit Merc.	2012 · Accounts Payable	Tailpiece Washer	89.32		5,840.40
05/13/2022	4542	Zions Bank Bankcar...	2012 · Accounts Payable	April CC Char...	840.40		5,000.00



North Summit Fire Service District  
Budget v. Actual  
April-22

### Revenue

Account	Apr-22	YTD	2022 Budget	2022 Budget Balance	% of Budget
1004 · Ambulance Rent	-	-	4,800.00	4,800.00	0%
1005 · Community Room Rent	135.84	383.10	700.00	316.90	55%
1006 · Wildland Fire Sup	-	-	15,000.00	15,000.00	0%
1007 · Cost Recovery	-	-	7,000.00	7,000.00	0%
1009 · Grants	-	-	4,000.00	4,000.00	0%
1010 · Equipment Sales	-	-	10,000.00	10,000.00	0%
1016 · Property Taxes	4,967.67	122,398.55	500,000.00	377,601.45	24%
1019 · Inspection Fee	-	150.00	4,200.00	4,050.00	4%
1020 · Interest	271.33	1,687.65	10,800.00	9,112.35	16%
<b>Total</b>	<b>5,374.84</b>	<b>124,619.30</b>	<b>556,500.00</b>	<b>431,880.70</b>	<b>22%</b>

### Expenses

Account	Apr-22	YTD	2022 Budget	2022 Budget Balance	% of Budget Spent
6500 · Operations - Other	2,804.80	2,804.80	55,700.00	52,895.20	5%
6501 · Insurance	-	13,863.24	27,000.00	13,136.76	51%
6502 · Accounting	175.00	855.00	6,000.00	5,145.00	14%
6505 · Contract Services	87,827.00	205,427.00	-	(205,427.00)	0%
6506 · Background Checks	121.00	121.00	-	(121.00)	0%
6509 · Utilities	2,415.37	16,126.05	30,000.00	13,873.95	54%
6510 · Building and Grounds	250.04	(1,375.71)	20,000.00	21,375.71	-7%
6511 · Fuel	806.71	2,061.65	8,000.00	5,938.35	26%
6512 · Fleet Maintenance	942.00	13,390.03	30,000.00	16,609.97	45%
6513 · PPE / Equipment	-	175.00	20,000.00	19,825.00	1%
6515 · Minor Equipment	3,240.15	5,750.04	6,000.00	249.96	96%
6516 · Training Expenses	20.00	1,333.60	12,000.00	10,666.40	11%
6517 · Employee Food	-	45.00	1,000.00	955.00	5%
6519 · Subscriptions/Memberships/ Public Notices	212.74	6,280.04	16,000.00	9,719.96	39%
6613 · Payroll Processing Fee	118.00	118.00	-	(118.00)	0%
66002 · Admin. Salary	9,988.10	14,328.10	123,000.00	108,671.90	12%
6620 · Admin Benefits	1,967.04	4,008.04	-	(4,008.04)	0%
66003 · Board Member Salary	480.00	1,600.00	4,800.00	3,200.00	33%
66005 · Firefighter on Duty	8,560.00	20,298.64	150,000.00	129,701.36	14%
66007 · Wildland	-	-	5,000.00	5,000.00	0%
66010 · Payroll Taxes	1,504.33	393.60	42,000.00	41,606.40	1%
<b>Total</b>	<b>121,432.28</b>	<b>307,603.12</b>	<b>556,500.00</b>	<b>248,896.88</b>	<b>55%</b>



### Capital Budget

Account	Apr-22	YTD	2022 Budget	2022 Budget Balance	% of Budget Spent
Equipment Purchase			365,000.00	365,000.00	0%
22.01 · Access Control System	-	28,471.33	-	(28,471.33)	0%
22.02 · Windows	4,285.00	8,711.00	-	(8,711.00)	0%
22.03 · Station 24 Designe Work	-	2,365.50	85,000.00	82,634.50	3%
22.04 · Emergency Plumbing Repair	-	6,960.00	-	(6,960.00)	0%
22.05 · Turnouts	-	-	-	-	0%
22.06 · Turnout Extractor	-	-	-	-	0%
22.06 · SCBA's	-	-	-	-	0%
22.06 · Chief Vehicle	-	-	-	-	0%
22.07 · Blinds	-	-	-	-	0%
22.08 · Grage Door	-	-	-	-	0%
22.09 · Internal Door Locks	-	-	-	-	0%
		-	-	-	0%
<b>Total</b>	<b>4,285.00</b>	<b>46,507.83</b>	<b>450,000.00</b>	<b>403,492.17</b>	<b>10%</b>

# Minutes

North Summit Fire Service District  
Administrative Control Board  
Special Meeting  
Executive Conference Room  
60 N Main St  
Coalville, UT 84017  
**February 4, 2022**  
**DRAFT**

1 Chair Andersen called the meeting to order at 5:00PM

2 **Board Members Present**

3 Chair Michelle Andersen

4 Vice Chair Jim Rees

5 Treasurer Michael Novak

6 Melanie Bosworth

7 Don Winters

8

9 **Public Present**

10 Tom Fisher, County Manager

11 Chris Robinson, County Council

12 Roger Armstrong, County Council

13 Mayor Mark Marsh

14 Mayor Kay Richins

15 Sheriff Justin Martinez

16

17

18 **Item 2 Roll Call**

19 A quorum was present.

20 **Item 3 Closed-door meeting in compliance with Utah Code §52-4-205(1)(a) –**  
21 **Personnel**

22 Board Member Bosworth made a motion to go in to closed door for personnel,

23 Board Member Winters seconded the motion, a roll call vote was called,

24 Board Member Bosworth Aye

25 Board Member Winters Aye

26 Treasurer Novak Aye

27 Vice Chair Rees Aye

28 Chair Andersen Aye

29 Motion passed, in closed session at 5:01PM

30 Present in the closed meeting the 5 board members listed about, Roger

31 Armstrong, Christ Robinson, Dave Thomas, and Ryan Stack

32 a. Reconvene in Open meeting

33 The board reconvened in open meeting at 5:26PM

**Staff Present**

Tyler Rowser, District Clerk

Dave Thomas, Chief Deputy County

Attorney

Ryan Stack. Deputy County Attorney

**Public Present Electronic**

Alexander Cramer

Deputy Chief Emery PCFD

PM

Janna Young

**34 Item 4 Work Session**

**35 a. Discuss issues relating to the provisions of service.**

36 Chair Andersen stated we have called this meeting to discuss resent  
37 issues with firefighters who have been insubordinate and recently had a  
38 firefighter who refused to respond on a critical call while on call, even  
39 after the Deputy Chief had called him and asked him to respond on the  
40 call. Our top priority is the safety of our community. We have concerns as  
41 to where do we go. Currently we have firefighters are refusing to take  
42 shifts and saying that this is a job to support our community, and actions  
43 speak louder the words, there not support our community by boycotting, I  
44 feel they are hiding under an umbrella that they are volunteers and not  
45 accountable because of being a volunteer, and that we are holding to high  
46 of an expectation for them. But I think our citizens deserve as professional  
47 service as we can get. Concerns brought up by the board are, we have  
48 definite insubordination, the firefighters won't listen to the Deputy Chief's  
49 direct orders, so where do we go from here?

50  
51 Board Member Bosworth stated that we have a duty to provide this  
52 service to our community when we were chosen for this board, we did this  
53 because we care about this community. I have 43 years of medical  
54 experience as an RN and 30 years on the Ambulance Service and these  
55 are not trivial matters we are talking about, these are major matters that  
56 people are not taking the full responsibility that some of these people said  
57 that they wanted to take as firefighters to provide for our community, to  
58 make it a safe place. It also sickens me to see how they have turned on  
59 one of their own, as they have with the Deputy Chief. It sickens me as a  
60 medical personal to think of a family waiting for help and none coming  
61 form that particular department, it has bothered me all week. It's a  
62 dereliction of duty and gross negligence as fare as I'm concerned, are we  
63 here to help the community or are we here to help their selves, and the  
64 firefighters have to relies that they are public servient and they don't pick  
65 and choose when they respond, if they are on call they respond.

66  
67 Chair Andersen stated that she has had the same thoughts as Melanie,  
68 this poor family and a firefighter refusing to help that's a big deal.

69  
70 Treasurer Novak stated we talked last night, and it think the common  
71 theme was safety of our community we all said that. Were all on this  
72 board to make this fire department better and I think were do a great job,  
73 were doing the policy and procedures in place, believe it or not, there were  
74 none so were doing all the administrative stuff. Finding out what our  
75 inventory of stuff. I guess for me it was surprising that it's our people  
76 letting us down. I was hoping that these people would come to be full time  
77 firefighters with us, but I was surprised to find out in the last few months

that we can't fill shifts. Only 3 or 4 people were filling shifts. Then this last thing happened where someone filling a shift wouldn't respond to the Echo Canyon incident, it's unconsumable to me, were failing and we have got to fix it. Were going to have lots of closed sessions I guess on how to fix it. But in the Internum we have to make our community safe.

Vice Chair Rees stated that I think that what we got is that the county needs to be protected, and if we can't depend on our firefighter's we are going to have to call for help. We have reached out to Park City, we can't leave the town unprotected, I can't speak for the other board members but boycotting the fire department to make a point, that is not professional conduct of any firefighter or any individual. Were not saying with want to replace this fire department, we just need to have coverage until we get some more people to be apart help. I don't think anyone wants to see Park City take over, my main concern is seeing the people of Henefer, Coalville, and Wanship (the North Summit area) protected.

Chair Andersen stated that as soon as we found out the situation, Park City stepped up and did automatic aid, dispatch stepped up to make sure that resources were being dispatched to get coverage to the people. We are grateful for there help in getting us coverage when they knew we were in need.

Board Member Bosworth stated that the really sad part is, this is not all the firefighters doing this. We have some really great people who are helping us. We have a few who are really causing some issues, and it's even more concerning that some of those causing issues are in leadership rolls. That is not a good leader you are leading people down the wrong path.

Mayor Richins asked, how many full-time firefighters do you have?

Chari Andersen said we don't have any full-time firefighters; we have paid on call. They are paid to be in the area and are notified of a call on there phone. They get paid up to \$175 to be on call, and when they get a call, they are then paid hourly when they respond to a call. We have an application out for a full time Chief, hoping that this will help to bring in a new structure and prepare us for the future.

Board Member Winters stated that he would like to echo pretty much what everyone has said. Being the representative of Coalville City, we are required to provide the services, and were not getting the services proved. So, we have no alternative, other then to contract with some one else to cover us. None of the firefighters have come to us, we have had meetings

for months and months none of have come to use the tell us their concerns.

Chair Andersen Stated that the only thing they have stated is that they didn't want a full time Chief. That is the only thing they have gone thought the chain of command to communicate.

Vice Chair Rees stated that is where were at looking for a full-time Chief, and then they attack a part time guy who has been doing this whole adult life, what are they going to do to a full-time guy. They coronated this agent someone they know, what will they do to someone who they don't know. We want the community to know that they are not left out, we have people to cover them. Boycotting is normally a way of tying someone's hands, and our hands aren't tied, we have gone to an alternative source to get coverage. They haven't brought any concerns, all that has been happening is attacking people, you're not going to get what you want by attaching. No concerns have been bought up, even after Tom had a meeting with some in December, and they still haven't been able to articulate concerns to us or the County.

Mayor Richins asked how many on call people do you have in the system?

Chair Andersen we had about 8 people who took a majority of the shifts, and we have 8 people boycotting. We have good people, but those good people are being bullied and annulated if you step up to help. I think there are a few people that are hiding in the shadows. We have the next few days covered (the weekend through Monday). But then noting the rest of the week.

Council Member Robinson asked how the scheduling process work, is it scheduled out a couple weeks in advance, and now we just get a few shifts covered here and there?

Chair Andersen there is really a core of people, who take the shifts.

Council Member Robinson stated that myself and council member Armstrong are the char and vice chair of the council and you have communicated to Tom Fisher our executive, that you have an issue and what are you recommending to solve the issue?

Chair Andersen currently we have asked Park City Fire District to help cover us until we can rebuild the department.

Council Member Armstrong asked if there is a desire by the board to have Park City Fire take over the fire service?

Board Member Winters stated that is not his wish and he wants to keep the department local and under local control.

Vice Chair Rees stated that he agrees with Don, but we have to have something we can't keep going like this.

Chair Andersen this is only a temporary solution.

Council Member Armstrong stated that he comes from a firefighter family his father was a fire chief. The notion that firefighter would actively fail to respond to a call, or disobey an order by the deputy chief, is unethical to begin with, it's some kind of negligence beyond that, and I can't believe that it's in any part of the bone marrow of anyone pretending to be a firefighter. If we have a captain who is willing to do this, they need to find another way to express their public service. This is beyond anything I have heard about, and creates a risk in the community, and we have to find a fix for it. This creates an opening for us though and one that I think has been a long time coming for a public discussion with the public as to what they want. I think unless anyone in this room things we need to put a band aid in place, but also kick off getting a permanent fix soon then latter.

Council Member Robinson stated that maybe that public engagement could be a public hearing at our level. We could have David talk about the legal issues and requirements and the ACB could talk about what is happening and what is going on.

Mayor Mark Marsh stated that he was on the NSFD for 17 years, and 2 years as the county fire warden. We must have some type of angst causing people who love this community as much as I do to be doing this. What is the difference between the pay for the Ambulance and the Fire District?

Chair Andersen stated that the ambulance is managed by Park City Fire District and funded by the County, they make \$13.50 to be at the fire station during there shift.

Council Member Robinson stated that with the ability to remote work, maybe we could find people who have that ability, and could be able to be on call, and then leave their full-time job remote work for calls.

Mayor Marsh stated that when he was a volunteer, if the pager went off, he would step out of his business and see if someone was going towards the station, he knew he was good to stay and work, but if not, he would shut down his business to respond to a call. As the mayor and city council, if we were to step up and have that public discussion as to what we expect for our fire protection.

Council Member Robinson I was just thinking about it maybe we should have a joint meeting with the council, and the two city council, and ACB to have a joint meeting. In the Internum lets have Dave Thomas and the Attorney's office who represents both the NSFD & PCFD to draft a interlocal agreement and get it over to PCFD's board and NSFD to review.

Dave Thomas stated we can draft it but for how long, 30, 60, or 90 days?

Tom Fisher we could have it be for whatever time period, but make sure that it is able to be extended. We need to give our selves some time to think and cooling off time.

Dave Thomas stated that this agreement would only have to be signed by the NSFD & PCFD ACB's so it would have to be on a special meeting agenda for both boards.

Council Member Robinson asked how does this go, is the current members be on Furlow or would they still be on payroll? Is it an exclusive contract with PCFD?

Peat Emery stated that right now we are doing an automatic aid, for NSFD, it is something can handle for the next 30 or 60 days, we are doing that now and could continue it for the short term.

Tom Fisher, I think were talking about a higher level of service, for equipment and personal in the North Summit area.

Council Member Robinson stated that if everything is dispatched for the basin that could result in unacceptable response times. Like it's been said it's beyond the automatic aid point. Then to the point are the existing personal fur lowed or what is the proper term.

Tom Fisher I would suggest that we make this simple for PCFD and that unfortunately we would be suspending for that time and the full roster. If the board determines that some volunteers need to continue doing some things, and they volunteer to do that, then they can sort through that on a case-by-case basis.



Council Member Robinson when will we need to get this done, and it's not on the council's timeline?

Tom Fisher, I think that Dave and I get with PCFD leadership and get something in place quickly.

Council Member Robinson asked if the intent is to have PCFD staff the station in Coalville and equipment.

Tom Fisher, Dave can correct me now or after the meeting, but if I feel we have an emergency then I can put something in place.

Mayor Richins what do you think will be the response from the North Summit Roster once they've been put on the bench? Does it just add fuel to their fire of their narrative that see Park City is coming in to take over? Or do they just quit?

Chair Andersen stated that they made us do this, it was not our mission or intention to even come up with this idea, we have to provide coverage for our area though.

Vice Chair Rees stated that I personally I can't trust them that they are going to show up to a call or even sign up for shifts. This isn't a risk I'm willing to take to see if they will show up or take calls.

Mayor Marsh this is going to be hard, I can tell you from a personal standpoint that with a sports team if you ever got benched it was hard on you, If you look at Michael Jordan what made him grater, he got cut from the team as a junior in high school he could have chose to go join a gang but he chose to work harder and dig in and become better.

Tom Fisher stated that we have to remember that we need to remember that the fire fighters are red carded and are the back up to the fire warden. We need to get them back as soon as we can. We also have to recognize that there is information leadership of the boycott and it's not in a good way. They circle around themselves with a victim mentality and keep pointing at one person or a group like the ACB. There is very little intersection, as to what have I don't to be apart of this problem with the exception of the Deputy Chief who has now left.

Council Member Robinson stated that I haven't been in on this conversation, but it seems to be any respect for the ACB, they would like a board that shows up every and again to inspect the budget and that's it.



Council Member Armstrong stated correct me if I'm wrong, but this isn't the first time of insubordination, there was one who made comments towards the board.

Vice Chair Rees stated that yes there was one who made derogatory comments to the board in a public meeting.

Mayor Richins asked how do you now let the firefighters know of this situation, and that they are being benched?

It was decided that the board will send an email to all firefighters.

Tom Fisher stated that he has run some numbers that at the end of this week, and personal cost from PCFD is about \$2,300 per day and then you add fuel and equipment on top of that its going to get expensive fast, but the NSFD budget can handle that for a 30-to-60-day period. The board will have to amend the budget for that and present it to the council. After that the board will have to talk about what the budget is, going forward from that point. If the future hold that we have to raise the budget and go to truth in taxation, then we will have to go down that path then.

Council Member Armstrong stated that he would like to thank the ACB for their work and sticking with this. Public service is already hard, and this situation is making it harder.

The board will meet in special meeting on Monday, February 7, 2022, at 6:00PM at the Courthouse Executive Conference room.

The board will also meet with the County Council in a joint meeting on Wednesday, February 9, 2022, at 6:00PM

#### **Item 5 Adjournment**

Treasurer Novak motioned to adjourn, Board Member Bosworth seconded the motion, a vote was called, all ayes, motion passed adjourned at 7:16PM

# Minutes

North Summit Fire Service District  
Administrative Control Board  
Regular Meeting  
86 E Center St  
Coalville, UT 84017  
**February 10, 2022**

1 Chair Andersen called the meeting to order at 6:00PM

2 **Board Members Present**

3 Chair Michelle Andersen

4 Vice Chair Jim Rees

5 Treasurer Michael Novak

6 Melanie Bosworth

7 Don Winters

8

9 **Public Present**

10 Bryce Bowyer

11 Kathryn McMullin

12

13 **Public Present Electronic**

14 Trenton Bosworth

15 Toria Barnhart

16 Andrew's iPhone (2)

17 Alexander Cramer

18 Nolan Mitchell

19 Brittney

20 Jared Sorensen

21 14356404443

22 Sue Smith

23 18015976863

24 Kayla Donaldson

25

26 **2. Roll Call**

27 A quorum was present.

28 **3. Pledge of Allegiance**

29 Board Member Bosworth lead the board and public in the pledge of  
30 allegiance.

31 **4. Closed-door meeting in compliance with Utah Code §52-4-205(1)(a) –**  
32 **Personnel**

33 Board Member Bosworth motioned to go to closed door meeting for personal,  
34 Vice Chair Rees seconded the motion, rollcall vote was called,  
35 Board Member Bosworth aye

**Staff Present**

Tyler Rowser, District Clerk

Ryan Stack. Deputy County Attorney

David Warnock

Assignment Desk

Robert

Cody

Kathy Chappell

Tom Fisher

Michelle

Darren Judd

Douglas Fryer

Jeremiah Blonquist

Kayleen

Mel Ramon

Board Member Winters Aye

Treasurer Novak Aye

Vice Chair Rees Aye

Chair Andersen Aye

Motion passed, in closed session at 6:02PM

Present in the closed-door meeting board members above, Ryan Stack, David Warnock, Tom Fisher

**5. Reconvene in Open meeting**

The board reconvened in open meeting at 7:22PM

**6. Work Session**

**a. Discuss Strategic Plan**

Treasurer Novak has been working on the plan, he has started the history from the district. When we get a new Chief, we will need to finalize it with them.

**b. Review and discuss logistical items needed for the restructure of the department, Interim and long-Term Solutions**

Some of the short-term issues are firefighters keeping certified for wildland season, Bryce Boyer will be working on training for both recertifying and new certifications.

Tom discussed the logistical items of moving forward.

A discussion was also had on the types of service that we could look at for how to staff and provide a better service.

**c. Discuss the process of impact fees**

Ryan updated the board on the process, I have put this as part of the long-term plan. We currently have more pressing items to worry about. The notice has been posted, it will be up for a month, then we will need to work on the RFP. The question was asked if we could use impact fees to pay for the tollgate station, it was determined that this would be enhancing service not off setting new growth.

**7. Regular Meeting**

**a. Public Comment (3 min per person)**

*Any public comments are only allowed for items not on the agenda*

None

**b. Review and possibly approve of Strategic Plan**

Board Member Bosworth motioned to table, Treasurer Novak seconded the motion, a vote was called, all ayes, motion passed.

**c. Review and possible approval of Resolution 22-01 Entity**

**Resolution of the Utah State Treasurer, Public Treasurers Investment Fund**

This resolution is to change who is authorized on the PTIF accounts.

Vice Chair Rees motioned to approved Resolution 22-01, Board  
Member Bosworth seconded the motion, a vote was called, all ayes,  
motion passed.

**d. Treasure Report/Financial Discussion**

The authorized signers at Zions Bank have been updated to Mike  
Nova, Melanie Bosworth & Don Winters, all credit cards have been  
canceled. Online access to the account has been given to Tyler & Mike.

**e. Review and possible approval of Accounts Payable**

Treasurer Novak motioned to approve the Accounts Payable, Board  
Member Winters seconded the motion, a vote was called, all ayes,  
motion passed.

**8. Adjournment**

Board Member Winters motioned to adjourn, Treasurer Novak seconded the  
motion, a vote was called, all ayes, motion passed adjourned at 8:21PM

# Minutes

North Summit Fire Service District  
Administrative Control Board  
Special Meeting  
Executive Conference Room  
60 N Main St  
Coalville, UT 84017  
**February 28, 2022**

1 Chair Andersen called the meeting to order at 5:00PM

2 **Board Members Present**

3 Chair Michelle Andersen

4 Vice Chair Jim Rees

5 Treasurer Michael Novak

6 Melanie Bosworth

7 Don Winters

8

9

10 **Public Present**

11

12 **Public Present Electronic**

13 14356409128

14 Trenton Bosworth

15

16 **Item 2 Roll Call**

17 A quorum was present.

18 **Item 3 Closed-door meeting in compliance with Utah Code §52-4-205(1)(a) –**  
19 **Personnel**

20 Board Member Don Winters made a motion to go in to closed door for  
21 personnel, Board Member Jim Rees seconded the motion, roll call vote was  
22 called,

23 Board Member Bosworth Aye

24 Board Member Winters Aye

25 Treasurer Novak Aye

26 Vice Chair Rees Aye

27 Chair Andersen Aye

28 Motion passed, in closed session at 5:00PM

29 All board members present, David Warnock, Ryan Stack

30 **Item 4 Reconvene in Open meeting**

31 Reconvened in public meeting at 5:28PM

32

33

34

**Staff Present**

Ryan Stack. Deputy County Attorney

David Warnock

Anderson

Brian

**Item 5 Regular Meeting**

**a. Consideration and Possible Recommendation to the Summit County Health Insurance Committee for District Full Time Employees to participate in Summit County's non-401K Benefits.**

Ryan stated this is a procedural issue to continue with the health, dental, vision, long and short-term disability plans as budgeted. 401K plans are provided through Utah Retirement System.

Vice Chair Rees motioned to Recommendation to the Summit County Health Insurance Committee for District Full Time Employees to participate in Summit County's non-401K Benefits, Board Member Bosworth seconded the motion, a vote was called, all ayes, motion passed.

**b. Review and Possible recommendation to the County Council (Governing Board) for approval of A Resolution Requesting Admission to the Firefighters Retirement System and the Public Employees Retirement System.**

Ryan this item is going to the County Council on Wednesday if the board approves this. This item was budgeted in the 2022 budget.

Enrolling in the both the firefighters and public employees' system is no cost to the district other than what is paid for the employees.

Vice Chair Rees motioned to recommended that the County Council adopt A Resolution Requesting Admission to the Firefighters Retirement System and Public Employees Retirement System as amended (Resolution 2022-05), Board Member Bosworth seconded the motion, a vote was called, all ayes, motion passed.

**c. Review and Possible ratification of the Independent Contractor Agreement, Intermountain Healthcare Provides Services to North Summit Fire Service District.**

This is to name Dr. Austin Smit, MD at Park City Hospital to serve as the medical director for the District. As to clarify the statements on social media that Park City Hospital would provide the service for free are false, as IHC's attorneys pointed out several federal laws that would prohibit this from happening.

Board Member Bosworth motioned to ratify the Independent Contractor Agreement with Intermountain Healthcare (Park City Hospital), Vice Chair Rees seconded the motion, a vote was called, all ayes, motion passed.

**Item 6 Adjourn**

Treasurer Novak motioned to adjourn, board member Bosworth seconded the motion, a vote was called, all ayes, motion passed.

# Minutes

North Summit Fire Service District  
Administrative Control Board  
Regular Meeting

Executive Conference Room

60 N Main St

Coalville, UT 84017

**March 10, 2022**

1 Chair Andersen called the meeting to order at 3:34PM

2 **Board Members Present**

3 Chair Michelle Andersen

4 Vice Chair Jim Rees

5 Treasurer Michael Novak

6 Melanie Bosworth

7 Louise Willoughby

8 Roger Armstrong

9 Chris Robinson

10 Ari Ioannides

11 Don Donaldson

12

13 **Public Present**

14 Tom Fisher

15 Mayor Mark Marsh

16 Chris Hudak

17 Jeff Young

18 Ben Nielson

19

20 **Public Present Electronic**

21 Bryce Boyer

22 Trenton Bosworth

23 Brittney

24 McKenna

25

26 **Item 2 Roll Call**

27 A quorum was present.

28 **Item 3 Closed-door meeting in compliance with Utah Code §52-4-205(1)(a) –**  
29 **Personnel**

30 Board Member Chris made a motion to go in to closed door for personnel,

31 Board Member Jim seconded the motion, roll call vote.

32 Board Member Bosworth Aye

33 Board Member Willoughby Not Present

34 Board Member Robinson aye

**Staff Present**

Tyler Rowser, District Clerk

Ryan Stack. Deputy County Attorney

David Warnock

Sue Smith

14356409128

Nolan

Nick Bosworth

Board Member Armstrong Not Present

Board Member Donaldson Aye

Board Member Ioannides Aye

Treasurer Novak Aye

Vice Chair Rees Aye

Chair Andersen Aye

Motion passed, in closed session at 3:39PM

All board members present and David Warnock, Tom Fisher, Mark Marsh,  
Jeff Young, Chris Hudak, Ben Nielson until 7:26PM

All board members present, Tom Fisher, Ryan Stack 7:30PM till 8:26PM

**Item 4 Reconvene in Open meeting**

Reconvened in open meeting at 8:29PM

Treasurer Novak motioned to table the remaining items on the agenda,  
Vice Chair Rees seconded the motion, a vote was called, all ayes, motion  
passed.

**Item 5 Pledge of Allegiance**

**Item 6 Work Session**

a. Welcome new Board members

b. ACB Bylaws

c. Review inventory lists

d. Review certifications of volunteer force

e. Discuss future fire service

**Item 7 Regular Meeting**

a. Public Comment (3 min per person)

*Any public comments are only allowed for items not on the agenda*

b. Treasure Report

c. Review and possible approval of Accounts Payable

d. Chair Updates

e. Board Members Updates

**1. Adjourn**

Treasurer Novak motioned to adjourn, Board Member Bosworth seconded the  
motion, a vote was called, all ayes motion passed adjourned at 8:30PM



# Minutes

North Summit Fire Service District  
Administrative Control Board  
Special Meeting

Executive Conference Room

60 N Main St

Coalville, UT 84017

**March 17, 2022**

1 Chair Andersen called the meeting to order at 6:12PM

2 **Board Members Present**

3 Chair Michelle Andersen

4 Vice Chair Jim Rees

5 Treasurer Michael Novak - Excused

6 Melanie Bosworth

7 Louise Willoughby

8 Roger Armstrong

9 Chris Robinson

10 Ari Ioannides - Excused

11 Don Donaldson - Excused

12

13 **Public Present**

14 Mike Grant

15 Marven Sarsen

16

17 **Item 2 Roll Call**

18 A quorum was present.

**Staff Present**

Tyler Rowser, District Clerk

Ryan Stack. Deputy County Attorney

David Warnock

**Public Present Electronic**

Nick Bosworth

Bryce Boyer

Brittney

Trenton Bosworth

Sue Smith

14356409128

Nolan

McKenna

Ben Neilson

Tom Fisher

19 **Item 3 Closed-door meeting in compliance with Utah Code §52-4-205(1)(a) –**  
20 **Personnel**

21 Board Member Robinson made a motion to go in to closed door for personnel,

22 Board Member Rees seconded the motion, roll call vote,

23 Board Member Bosworth Aye

24 Board Member Willoughby Aye

25 Board Member Armstrong Aye

26 Board Member Robinson Aye

27 Vice Chair Rees Aye

28 Chair Andersen Aye

29 Board Member Ioannides Not Present

30 Board Member Donaldson Not Present

31 Treasurer Novak Not Present

32 Motion passed, Moved to the County Attorney's office at 6:42PM

33 All board members present at the meeting, Ryan Stack, David Warnock

34 **Item 4 Reconvene in Open meeting**

The Board reconvened in open meeting at 7:23PM

**Item 5 Pledge of Allegiance**

Chair Andersen led the board and public in the pledge of allegiance

**Item 6 Work Session**

**a. ACB Bylaws review**

Item tabled until all new board members are present.

**b. Review inventory lists**

Steve Jensen joined to explain the inventory review process and where the district stands on personal protective equipment.

**c. Review certifications of volunteer force**

The board reviewed the certification levels of the former volunteer force. This list may not be 100% complete, as no accurate records were kept, and we had to look information from the Utah Fire & Rescue Academy and the Utah Bureau of EMS

**d. Discuss short-term future fire service for the District**

Tabled

**Item 7 Regular Meeting**

**a. Public Comment (3 min per person)**

*Any public comments are only allowed for items not on the agenda*

None

**b. Discussion and possible decision concerning Board Leadership**

We have new members, and council members now on the board, Michelle stated that she would like to step down, as chair and nominated Roger Armstrong as the new Chair of the Board, to take effect at the end of the meeting, Board Member Willoughby seconded the motion, a vote was called, all ayes, motion passed.

**c. Discussion and possible recommendation to the County Council concerning a Fire Chief contract**

David explained that the recruitment was a nation wide search. We had 14 people who applied for the job, the board took it down to 6 to interview. A final interview was held with Ben Nielson with an interview panel comprised of the board, members of the public. Ben Nielson is the recommendation of the board. Ben will be able to have limited outside employment, with 5 shifts a month at nights, weekends and or holidays. This is a 3-year agreement, with a 6-month probationary period. The starting salary is \$95,000 a year with full benefits and a district issued vehicle. Board Member Robinson motioned recommend to the County Council entering into an employment contract with Benjamin L. Nielson with changes to include his full name, and added clarification to the outside employment section, Board Member Willoughby seconded the motion,

a vote was called, all ayes, motion passed. Board Member Robinson made a motion to approve an addendum to the contract allowing Ben to live outside the district and county, Board Member Armstrong seconded the motion, a vote was called, all ayes, motion passed.

**d. Treasurer Report**

Tabled

**e. Review and possible approval of Accounts Payable**

Board Member Robinson motioned to approve the accounts payable, Vice Chair Rees seconded the motion, a vote was called, all ayes, motion passed.

**f. Chair Updates**

None

**g. Board Members Updates**

Vice Chair Rees would like to welcome, the new board members and thank Michelle for her help.

Board Member Robinson stated subject to what happens tomorrow with the council, we will need to meet with the new chief and brainstorm what we need to do going forward. Should we have a meeting with the new chief next week? The board agreed to have a meeting on March 23, 2022, at 4PM at the Courthouse.

**Item 8 Adjourn**

Board Member Robinson motioned to adjourn, Board Member Armstrong seconded the motion, a vote was called, all ayes, motion passed adjourned at 8:04PM