



**Tremonton City Corporation
City Council Meeting
November 15, 2022
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

AMENDED

CITY COUNCIL WORKSHOP

5:00 p.m.

1. **CLOSED SESSIONS:**
 - a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or*
 - b. *Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
 - c. *Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
 - d. *Discussions regarding security personnel, devices or systems*
2. Review of the agenda items identified on 7:00 p.m. City Council Agenda
3. Presentation on the Good Landlord Program

FIRE DEPARTMENT BADGE PINNING CEREMONY & CONTINUATION OF CITY COUNCIL WORKSHOP

6:00 p.m.

1. Badge Pinning Presentation – Robert LaCroix
 - a. Katie Gordon
 - b. Austin Kidd
 - c. J. Alex Munoz
 - d. Daniel Nelson
 - e. Carlos Solorzano
2. Oaths of Office/Badge Pinning
3. Refreshments
4. Discussion or continuation of discussing any of the items contained in the 5:00 p.m. City Council Workshop

CITY COUNCIL MEETING AGENDA

7:00 p.m.

1. Opening Ceremony
2. Introduction of guests
3. Declaration of Conflict of Interest
4. Approval of agenda
5. Approval of minutes – November 1, 2022
6. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas.
7. New Council Business:
 - a. Discussion and consideration of adopting Resolution No. 22-63 ratifying the Wizard Wash Development Agreement
 - b. Discussion and consideration of adopting Resolution No. 22-64 reaffirming, amending, and enacting new fees and fines in a schedule entitled Tremonton City Consolidated Fees and Fines schedule including, but not limited to, cemetery fees and wastewater treatment fees for industrial, institutional, & commercial
 - c. Discussion and consideration of adopting Resolution No. 22-65 authorizing the Fire Department to purchase a Rosenbauer Fire Truck
 - d. Discussion and consideration of adopting Ordinance No. 22-09 amending all chapters within the Tremonton City Land Use Code, Title I Zoning Ordinance removing the requirement for public notice to be advertised in a local newspaper
 - e. Discussion and consideration on Awarding Bid for replacement and upsize Ultra Violet Light Disinfect (UV) project
8. Calendar Items and Previous Assignment
 - a. Review of calendar
 - b. Unfinished Business/Action Items
9. Reports & Comments:
 - a. City Manager Reports and Comments
 1. Fire Chief Hiring Process
 2. Building Inspector/Zoning Administrator Hiring Process
 3. Conversation with Intermountain Health Care on Police Calls for Service
 - b. Development Review Committee Report and Comments
 - c. City Department Head Reports and Comments
 1. UDOT's proposal for the Traffic Signal at the intersection of SR 13 and SR 102
 2. Update on street lighting LED conversion

d. Council Reports and Comments

10. **CLOSED SESSIONS:**

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

11. Adjournment

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

Persons with disabilities needing special assistance to participate in this meeting should contact Linsey Nessen no later than 48 hours prior to the meeting.

Notice was posted November 14, 2022 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was delivered to The Leader (Newspaper) on November 14, 2022.

Linsey Nessen, CITY RECORDER

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING NOVEMBER 1, 2022

Members Present:

Connie Archibald

Wes Estep

Bret Rohde

Rick Seamons

Lyle Vance

Lyle Holmgren, Mayor

Shawn Warnke, City Manager

Marc Christensen, Assistant City Manager

Linsey Nessen, City Recorder

CITY COUNCIL WORKSHOP

Mayor Holmgren called the November 1, 2022 City Council Workshop to order at 6:00 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Archibald, Estep, Rohde, Seamons, and Vance, City Manager Warnke, Assistant City Manager Christensen, and City Recorder Nessen. The following Department Heads were also present: Fire Chief Robert LaCroix (arrived at 6:06 p.m.), Police Chief Dustin Cordova (arrived at 6:06 p.m.), and Interim Fire Chief Chris Scothern.

1. Overview of the Tremonton City 2022 Moderate Income Housing Plan

Manager Warnke said one of the priorities of the State legislature is to ensure affordable housing throughout Utah. The approach they have taken is to require cities with over 5,000 in population to create a Moderate Income Housing Plan as part of their General Plan. Each year they have revised the legislation and increased the requirements or clarified them. They prescribe the range of options for cities to consider. He then provided the definition of moderate-income housing and what those incomes look like in three categories (30%, 50% and 80% of the area median income for a three-person household). This showed the monthly housing allowance for those groups, according to the study with rates and mortgages of today. A family of three who is between 50% to 80% AMI with an interest rate of 4% could obtain a mortgage of \$241,000. This sets the stage for what affordability looks like in Tremonton. In the end this identifies what the shortage or surplus is in our supply. However, there are problems with the data. We are doing the best analysis we can with the data we have. The State is contracting with an institute to take a look at affordability and some of these numbers to have more accurate demographics and estimates.

Manager Warnke then reviewed the income levels and their shortages. The accumulative total is a shortage of 775 units. The data just looks at income and does not tell us if they own the home. Another thing that is under represented are rentals in our area—they are not all accounted for. We have discussed doing a Good Landlord Program where they

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would register with the City so we could know how many units are available for rent. The City could charge an enhanced fee for the impacts rentals have on municipal services. The State code says if they participate and live up to certain guidelines then they can have that fee eliminated. This would help us better track the rentals we have in the City. This data also takes a look at what we will need in five years—estimating another 225 units. Our deficit will then be 997, if we do nothing.

Manager Warnke said there are different strategies and we are required to pick at least three. Annually we will report on them. The Planning Commission was tasked with making a recommendation, while the Council is tasked with reporting annually to the State. You must pick three, but can do up to five to have some consideration for transportation dollars. When an application is before that commission, they would give extra consideration for those going above the three. Here are the five we have. One is the expansion of infrastructure that facilitates the construction of moderate-income housing. The State Code requires we have implementation measures, along with timeframes to complete that. The idea here is using our low to moderate income fund balance that has been generated through the West Liberty Foods project area and apply it to areas of town that lack infrastructure. We would work with the developer to come up with an agreement that requires construction of a certain percentage of low to moderate income housing.

Manager Warnke said the next strategy would allow accessory dwelling units. This strategy is to create, allow, or reduce regulations related to internal or detached accessory dwelling units. Where that applies and how that looks is yet to be determined. If we figure out one does not work well for the City we would come up with the setbacks and barriers. Accessory dwellings are another type of housing that is under reported in our City.

Manager Warnke said the next strategy is something we have done, which is zone or rezoning for higher density in mixed-use zones, commercial centers, and employment centers. If you adopt this as part of the Land Use Plan we would identify where those areas are and change our zoning ordinance to allow for density in certain areas. What comes to my mind is on the west end of town. The Taylor's property has 70 acres zoned for commercial, but that is a lot of acreage. Density could be good there since we are close to BR Mountain Road, which is an arterial road, and the on and off ramps. We would write in our ordinance that a certain percentage of those areas would have to be low to moderate income.

The next one is another strategy we would use our West Liberty Foods funds for. This is a mortgage assistance program. We could provide assistance for public employees in the City or school district who qualify. The last strategy would be the adoption of a land use ordinance that requires 10% or more of residential development in a residential zone be dedicated to moderate income housing. That would be a land use ordinance. In some cases, they could pay a fee in lieu to providing that type of housing to the City to try to facilitate moderate income housing elsewhere.

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The Council then reviewed the apartments they knew of and the Good Landlord Program. Councilmember Vance said we need to get into that, it would help them and us. Manager Warnke said to do that we need to do a study similar to what we did for business licenses and how those businesses impact municipal services. That would determine the call for service cost. We need to figure out what the fee is so we know what to charge and what would be waived if they participated. We could put that on an upcoming agenda to get the study underway. The Council agreed to have him pursue that.

Councilmember Rohde said I have had a lot of time to think about this and our data is horrible. Right now, it shows 50% of our houses are low income, but that is not the case. This data is driving some measures I do not think we ought to be taking right now. This 10%, if the number drops dramatically why would we do that to our developers? I have a problem with the strategies for the 10% and zoning. It seems we are doing a knee jerk reaction to some data that is not accurate. Do we really want to go through and start rezoning off of data that is not correct? I suggest we do three this year. Let us get the data correct and if it supports that then we could go that way. Getting infrastructure and utilities to these areas and putting money aside for that is a win-win no matter what we do, as is implementing a mortgage assistance program. I have heartache with inaccurate data. We already have a hard time getting developers to come here. Manager Warnke said in response to that, any developer who is developing in a city over 5,000 people will have some of these strategies applied. Well experienced developers are going to be use to some of these requirements over time. The other thought is, we have to show progress on how we are implementing the strategies and would revisit how many affordable housing units we have or do not have. We do not have to create 997 units to comply, we just have to show progress. We are focused more on meeting the strategies and reporting on them. With that said, it is a great idea to focus on three. These strategies do require action from City staff and I am not sure we would realize the benefit from the transportation dollars. I am supportive of focusing on the three you think are most important and doable. We would also implement the Good Landlord Program and try to refine the data.

Councilmember Vance said we are doing this because the State is putting pressure on us. Is there a penalty if we do not respond until we get good data? It is crazy to come up with goals when we do not really know what we need. Manager Warnke said last year they were going to withhold distribution of revenue that flows from the State to cities. The Utah League of Cities and Towns has been really encouraging us to do this. If the State sees us as the problem, that land use control could be removed at a local level. The State realizes the data is an issue and it is being refined. What we are held to in the end is picking strategies and working toward them. Councilmember Rohde said I agree we have to have better data, but these are good strategies to implement to help with infrastructure and growth. Manager Warnke said I agree. The picture will come into focus as the years go on. I think these are good strategies. It is sad that people struggle with affordable housing. I am grateful we have some revenue we can use to create affordable housing for our residents and public employees.

When asked how they go about getting the Good Landlord Program in place, Manager Warnke said we would contract Zions to do a disproportionate analysis. This study would

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identify the costs on municipal services and based upon that could generate the fee that would be charged to rentals. We would have to adopt an ordinance for the study and adopt the fee and requirements for landlords. The police department would also have to help facilitate that. It is a regulatory process so staff time would be involved. I will get a cost estimate and presentation ready that dives into the specifics.

2. Review of the agenda items identified on 7:00 p.m. City Council Agenda

When discussing the budget, Assistant City Manager Christensen said in June we passed the Fiscal Year 2023 budget and did our best to estimate all expenses and revenues. Throughout the year we do open it up to be amended. If there are one-time expenses or revenues, like grants we were not anticipating, then we recognize those. In the General Fund a noteworthy item is the street sweeper. Ours died and we need to rent one for three months while the leaves are falling. Cost is \$12,000 per month. Another noteworthy expense is we had a flood at the police station and received insurance proceeds for that (\$13,000). For the fire department it was \$28,000. That will be put toward grounds and maintenance, and other improvements those departments need. After the shooting happened, we realized we did not have all the protective equipment necessary for those types of situations. We need to get our officers that equipment for their safety. We also have some unexpected revenues generated through interest rates. That shows in our investments from our savings accounts. We will use that to balance some funds and make sure our expenses meet the revenue. In the Fire Fund, the insurance proceeds match their expenses in the building and grounds maintenance. The Fire Department will receive a \$95,000 grant for their diesel exhaust system, which balances that out. The department also received a \$100,000 grant for four power gurneys (\$25,000 each) to go in the ambulances. That will not go through the budget because the company is just buying those for the ambulances and donating the equipment. In the Capital Equipment Fund we discussed the street sweeper. The last one is Fund 54, which is the Sewer Fund. We thought we were going to complete work on the project on Main Street, but none of it was so we are pushing this balance forward to be completed in Fiscal Year 2023.

Manager Warnke said in the last Council meeting we discussed an additional police officer and ongoing staffing. The disproportionate study relative to businesses showed that the hospital, who has quite a bit of call volume, has an impact on policing at about \$22,000. I reached out to the hospital administrator and told him what the fee would be if that was implemented. The City Attorney, Dustin Ericson, and I will have a conversation with the administrator next week. They will likely bring in-house security as a way to mitigate their impact on the police department. We were not able to find any ongoing revenue streams that would support an additional officer at this point in the budget. It is always suggested that when we have staffing that represent an ongoing obligation, we match that expense with ongoing revenue. We have discussed using sales tax or property tax. Property tax is stable while sales tax is not, but we are at a point where we are seeing our sales tax grow rapidly. In the next fiscal year, the City could reevaluate where that long term revenue will come from to meet that ongoing expense. If the Council wants to use this option to get another officer, there is no vehicle needed since they would be assigned to the strike force. This is multiple departments participating in creating a strike

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force that work narcotics within the areas that participate (Box Elder County, Brigham City, and Tremonton). The car would be provided by that team. Since we are about a fourth of the way through the fiscal year, the salary would be about \$81,000. Next year the full value of that expense would be \$108,000, ongoing annually. This could be taken from the General Fund for a one-time expense. Historically we have added to the fund balance and moved money to the Capital Project Funds. If you approve this then you would move less to those funds. If we always rely on sales tax, you will see the ability to do some of those projects diminish.

3. CLOSED SESSIONS: No closed session held at this time.

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

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

CITY COUNCIL MEETING

Mayor Holmgren called the November 1, 2022 City Council Meeting to order at 7:01 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Archibald, Estep, Rohde, Seamons, and Vance, City Manager Warnke, Assistant City Manager Christensen, and City Recorder Nessen. The following Department Heads were also present: Fire Chief Robert LaCroix, Police Chief Dustin Cordova, and Interim Fire Chief Chris Scothern.

1. Opening Ceremony:

Mayor Holmgren informed the audience that he had received no written or oral request to participate in the Opening Ceremony. He asked anyone who may be offended by listening to a prayer to step out into the lobby for this portion of the meeting. The prayer was offered by Councilmember Rohde and the Pledge of Allegiance was led by Councilmember Vance.

- 2. Introduction of guests:** Mayor Holmgren welcomed those in attendance, including students from the Alice C Harris Intermediate, as well as McKinley and North Park elementaries.
- 3. Declaration of Conflict of Interest:** None.
- 4. Approval of Agenda:**

Motion by Councilmember Vance to approve the agenda of November 1, 2022.

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

5. Approval of minutes – October 18, 2022

Motion by Councilmember Estep to approve the minutes of October 18, 2022.

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

6. Years of Service

a. Arturo Rosales, Public Works – 5 Years

Rusty Scoffield, Public Works Lead, read through his bio. The Council thanked him for his service.

b. Chris Mortensen, Police Detective – 5 Years

Police Chief Cordova read his bio and the Council thanked him for his service.

7. Presentation

a. Tremonton City Citizenship Award to Elementary and Intermediate Students

Councilmember Archibald said we are celebrating citizenship—students who know what it means to be a good citizen. They are respectful, responsible, and safe. They promote that in their school and as a City we want to join the school district in promoting citizenship. We asked the principals from the Alice C. Harris Intermediate, McKinley and North Park elementaries to pick those kids. We are recognizing one child per grade that exemplifies these things. This is a big celebration so thank you parents for what you do in your homes to make this possible. Mayor Holmgren then read through all those being honored and presented them with a gift card to Twisted Sugar. They then took a picture.

b. Mosquito Abatement Board Update – James Walker

James Walker said I am here to notify the City that the Mosquito Abatement is proposing an increase in the tax rate this year. The total dollar increase is \$260,860 to help maintain current operating standards. As fuel prices have gone up, our wage for seasonal employees has increased. The tax rate of .00016 will increase to .0002 and the average household will see an increase of \$8 to \$9 per year. The public hearing will be November 8, and will take effect next year. Manager Warnke reminded the Council that James Walker was appointed to represent Tremonton on the Mosquito Abatement. He is great to have representing Tremonton and is a good resource if you have questions.

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Mayor Holmgren called a Public Hearing to order at 7:24 p.m. to amend the budget listed below. There were 12 people in attendance.

8. Public Hearings:

- a. Amending the Tremonton City Annual Implementation Budget 2022-2023 (General Fund, Capital Fund(s), Enterprise Fund(s), and Special Funds)", for the period commencing July 1, 2022 and ending June 30, 2023

Resident Michael Leighner asked have you contacted an agency that leases street sweepers. Councilmember Estep said we are renting one right now at \$12,000 a month. We have not checked into leasing. Mr. Leighner asked why not? The Davis County Sheriff's Department stopped buying trucks in 1989. We leased them and paid for fuel and tires, but none of the maintenance came from the General Fund. If you would have thought about leasing one when your street sweeper went down you would not be panicking to rent one. On a lease if it breaks it would be replaced by the dealer. That cost us nothing, because it was part of the contract. Manager Warnke said we have leased things before, but I talked to our finance director, who recommended we do not enter into a lease agreement. The Council adopted a resolution to authorize a purchase and we are in the process of purchasing the street sweeper. We are replacing a 2008, which we have had for about 14 years. We tend to buy equipment and use up every ounce of utility that is in it. We tried to replace it earlier, but with COVID and all the things that happen to the supply chain that interrupted our opportunity to do so. Councilmember Vance said I think it is a good point. I thought we could not lease a street sweeper, but we need to talk to Public Works Director Paul Fulgham. We will look into it.

Mayor Holmgren closed the Public Hearing at 7:29 p.m.

9. Public comments:

Resident Jeff Hoedt said thank you for the opportunity and kudos on the student recognition. We need a lot more stuff to encourage exceptional students to set themselves as role models to others and deal with some of the mental challenges and depression. I also wanted to talk about moderate income housing. We have been out of state for a while trying to support our son who has been deployed. That has enhanced our stress level and we will be leaving shortly again. Prior to that I have been doing quite a bit of research on moderate income housing. Having dealt with writing legislation and working with getting it passed I am familiar with laws and have read through them extensively. It is a personal interpretation of course. You have been required as a city of 5,000 or more to have a plan and do an annual report, but there have been no measures of effectiveness. This next year, that is one of the things that changes. You will have to report on the measures of effectiveness and determine which strategies actually have a positive result or what were the results and that will be the challenge. One of the justifications for all the building that has gone on in this town has been to get moderate income housing. Unfortunately, it was really left up to the builders and the developers as to whether they built any moderate-income housing and they have not. Zero, because they got too much

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money. The prices have escalated and gone through the roof. One facility being developed that you used in your plan two years ago was to have moderate income housing. They have zero. It is a rental apartment complex and they started in April at \$900 a month for a one-bedroom apartment. They are now \$1,199, which is a 30% plus increase in cost just since April. That is not moderate-income housing for a one-bedroom apartment so that is a real challenge. I am glad to hear you are going to start working on the data. I would not debate that it is not valid or reliable. You should not look at that now that should have been a forethought a couple years ago and you should have been implementing contracts to get that data put together. At this point in time when you are going to have measures of effectiveness kick in you would have had better data to be working off of and establishing goals. As long as the economy is good enough that builders can get more money selling or renting above moderate-income levels, they are going to do it. That has been proven over the last year or two. Unfortunately, now we are in an economic swing and interest rates are going up. Housing sales have gone way down, not the prices, but the sales have gone down tremendously. We have many homes that have been for sale for months now and are not moving. You see the construction really slowing down. Trying to get builders in the future, even if you regulate it, which I support. I think it is a good viable and necessary program for moderate income housing. If they do not build then those regulations are not going to have much influence on what they are doing, but still for the future kudos because I think you are looking at some initiatives that in long term will have good impact. I encourage you to be thinking ahead. Between all of you, you have a range of expertise so utilize that and put together that information for what will work in the next few years to develop more moderate-income housing. The Council thanked him for his comments.

10. New Council Business:

- a. Discussion and consideration of approving the September Financial Statements

Motion by Councilmember Archibald to approve the September Financial Statements. Motion seconded by Councilmember Estep. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

- b. Discussion and consideration of approving the September Warrant Register

Motion by Councilmember Vance to approve the September Warrant Register. Motion seconded by Councilmembers Archibald and Seamons. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

- c. Discussion and consideration of adopting Resolution No. 22-60 amending the Tremonton City Annual Implementation Budget 2022-2023 (General Fund, Capital Fund(s), Enterprise Fund(s), and Special Funds),” for the period commencing July 1, 2022, and ending June 30, 2023

Chief Cordova explained to the Council what was lost due to flooding at the police station and civic center. Councilmember Rohde said the other concern was

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money used in overtime. Assistant City Manager Christensen said there are three overtimes that are included. Recorder Nessen attends these meetings and has a hard time flexing her hours. She works all day and then comes to the meetings, often staying until 11 p.m. Treasurer Sharri Oyler is seeing a lot more ambulance bills coming to her desk. A lot of overtime expenses in the Treasurers Department stem from that. For the parks that is because of the 24th of July Celebration. Manager Warnke said there is timeliness associated with billing for the ambulances. When we do that, we have greater success in getting it paid in full. Recorder Nessen also has the deadline of payroll, which is hard to put those tasks off and necessitate overtime. I am concerned about Treasurer Oyler, too. She had 22 hours of overtime last pay period, which is 10-hour days and that is too much for anyone to have a healthy lifestyle. It is something we are looking at in evaluating different options from increasing our staffing to outsourcing the ambulance billing. In the next few weeks, we will try to figure out a game plan on how to move forward on mitigating that specifically.

Motion by Councilmember Estep to approve the resolution as written, including option A. Motion seconded by Councilmember Archibald. Roll Call Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

- d. Discussion and consideration of adopting Resolution No. 22-61 approving the Tremonton City & Tremonton City RDA 2022 Moderate Income Housing Plan as an element of the Tremonton City General Plan

Councilmember Estep said I am all for this and am going to vote yes, but I do not see how we are going to get affordable housing with the cost of everything within that 80%. I do not know what people can live in for that kind of money. We are going to do the best we can do, but it will be challenging. Manager Warnke said we have to choose strategies and implement them. I like the idea of trying the three we think are the best and continuing that process of reporting and getting our data in a better place. I would suggest we put the other two in the appendix so if you want to implement them later on we do not lose them.

Motion by Councilmember Rohde to adopt the Moderate Income Housing Plan with strategies E, F, and N. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

- e. Discussion and consideration of adopting Resolution No. 22-62 authorizing the Fire Department to purchase an ambulance

Fire Chief LaCroix said as you know, I have resigned as the fire chief. I want to thank everyone for the opportunity over the last two years. I want to thank the men and women of the Fire Department and the Council for all the support. I also want to introduce the Interim Fire Chief Chris Scothern. He has been with the department for eight years and is a great firefighter and EMT. I am 100% confident in his ability. We have gone over the transition because we have a lot of

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open grants that need to be closed. He is the right guy for the job. I did get a \$36,000 grant for a list of gear that should arrive soon. I want to also recognize Manager Warnke as being my favorite boss so far. I also want to thank Recorder Nessen, Treasurer Oyler and the whole staff. As far as the ambulance goes, the Fire Department has been getting them every two years. We are hard on them and they get a lot of mileage. This will replace a 2018 Chevy ambulance, which has about 150,000 miles and does not have four-wheel capability. It is an 18-to-24-month build. It will also have fire capability to help fight fires. We only got a bid back from Horton for \$268,000. It is full steel and the plan for the future is to start remounting, taking the box off and putting on a new chassis. That would save 30% in the future. We budgeted \$210,000. We have three others we need to purchase in the future before we do the remounting, but I think that is the process we need to do. We rotate our ambulances monthly so they get less miles and that ensures we are using the equipment. Councilmember Vance said we need to see what it would cost to lease so we know those numbers. Could the City hire you to continue to do grants for us? You have got all kinds of grants so thank you. We will miss out on that knowledge. Chief LaCroix said I may help out and will work with the next fire chief to help with grant writing and making sure things are moving forward.

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

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

Assistant City Manager Christensen said we will attend Fielding's City Council to discuss the Senior Center. We sponsored a table for the Habitat for Humanity Dinner in Brigham City so let us know who would like to attend that. The Turkey Trot will be held on Saturday November 12. The Youth City Council helps with that. The Holiday Extravaganza is on Saturday December 3, from 1-4 p.m. and we need judges for the Ugly Sweater Contest.

- b. Review of past assignment:

Following up on a public comment about a crossing (6th North 300 East), Chief Cordova said one of our officers, who works closely with the school and crossing guards, observed this area on Wednesday, October 19, and saw a total of 32 youth use the crosswalk at 2:30-3:15 p.m. Of those, 30 were high school age and two were elementary. Nearly all crossed south along the west side of the intersection. Two crossed west. He did this again on Thursday, October 20, and saw a total of four use 300 East entering from 7:30-8:30 a.m. Three were adults and one was elementary age. A total of 32 used it from 2:30-3:15 p.m. Of those, 29 were high school age and three were elementary. Most crossed on the west side of the intersection. Based on his observation he would not recommend a crossing guard be placed there. One block north has those resources. The Council was given a paper showing those intersections based on his review. Manager Warnke said this

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was done internally to understand what we could observe. We could ask UDOT to do a study in the spring when the weather is better and they could observe a longer period of time. They reviewed the crossings. Resident Julie Beagley, who brought this issue to the Council's attention at a previous meeting, said if they go to school on this side of the road it does not make sense for them to go that way to the crosswalk. On this side they have to cross that highway and it is scary. Cars do not stop for them. Manager Warnke said I will reach out to our traffic engineer to have a conversation and share what we observed. I will also request a study and see if we could put a crosswalk on the west side of the north to south at 6th North 300 east.

12. Reports & Comments:

a. City Manager Reports and Comments

1. Recruitment of Fire Chief

Manager Warnke said we are sad to see Chief LaCroix leave us. We have enjoyed him while he has been here and he accomplished a tremendous amount. It feels like he accomplished six years of work in two. We will forever be grateful for what he has done to move the department forward. We are also grateful for Chris Scothern for being able to step in and sure up the position as the interim. We are actively recruiting and will take a look at the applications and work on the interview process similar for previous recruitments for department heads. We appreciate you guys.

2. Recruitment of Building Inspector and Zoning Administrator

Manager Warnke said we are also actively recruiting a building inspector and zoning administrator with the first round of reviews on Monday. We will keep you posted.

b. Development Review Committee Report and Comments

Manager Warnke said at the last DRC meeting we approved the final plat for Harvest Village. They are working on finalizing that project. Bear River Meadows is the project between Aspen Ridge and 6th South. The builder was not able to follow through on the contract so they are working on getting someone. It has been approved by the DRC, but they need approval for the canal crossing. They have dedicated water shares and are moving forward. We will have a DRC meeting tomorrow to discuss development of property on BR Mountain. Also next to Visionary's project is one called Envision Estates, going east of Archibald Estates. This would be for single-family homes, but they would like to do some multi-family housing. They are having some access issues. For some reason there is a 10-foot strip that interrupts the right-of-way, but they are working with Visionary Homes to get that.

c. City Department Head Reports and Comments

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Chief Cordova said first of all, thank you for your support of a new officer. A lot of people were waiting for this, including myself. We do appreciate the support and it will make a big impact. Props to Sarah Mohrman, who has taken on our social media. We are trying to make a better community relationship from a police perspective and share some of that information. We are learning along the way and have had some failures and some success. I want to recognize Chief LaCroix, he has been great and it has been a pleasure to work with him. With his ability to write grants I have reached out to him and he will help me get up to speed on the police side so we can continue to do that. We are looking for creative ideas and I appreciate Councilmember Rohde as well for ideas going forward for funding. I am hoping to come up with more to present. I am working on a police officer involved shooting legal protection protocol. We met with the Trust and hashed that out to find a solution for our officers to be covered in that event. That is in place to protect them. We had a meeting with Governor Cox and a ton of administrators from around the State and it was really productive. We discussed police pay and retirement, the image of law enforcement right now, probation and parole issues, as well as funding. They were very attentive and had good solutions. We are working on staffing and actively recruiting, but it is very competitive. I had meetings with the health department and their administration in regards to closing problem homes for meth contamination and other drugs. They are on board and will support us. I invite the Council to attend a police training we have coming up. I talked to Manager Warnke about the Good Landlord Program when I first started and am glad we are looking at that. I have seen it implemented in problem areas and it did have an impact and lower a lot of the consistent crime problems because it empowered us to have that relationship with the owners and work together to solve those issues. I have seen it work from a law enforcement perspective.

Councilmember Rohde said we got an anonymous letter, are you okay if we follow through with Smithfield and talk to some people there on how they enforce those ordinances? We do not want to go over your head, but can Councilmember Estep talk to the contacts he has there? Chief Cordova said I am open to suggestions and recommendations. We can all learn together. We are taking action on that side and following conversations. We plan to be more proficient and work with Garland to that end. That is somewhat of a staffing issue. We opened the opportunity in Garland to get an animal control and code enforcement officer, but there was zero interest. If we make it a full-time position we would be able to attract applications because the pay is good. I will pitch that, but I need to come up with numbers to show them it is financially feasible.

d. Council Reports and Comments

Councilmember Estep said I want to thank Chief LaCroix from this side, we have appreciated everything. That is an amazing feat what you have done for the department in such a small time. I told you when you got here you could make or break it and you have made it and you made it better, so thank you.

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Councilmember Archibald said I ditto that. I also want to recognize those who were involved in the Trick-or-Treat on Main. I have been involved for years and have never seen that many kids. We are bringing people to Main Street. Other businesses to the west wanted to be involved and though it is a distance we should try to involve them in the future. Thanks to those who organized and helped with that, it was very successful.

Councilmember Vance asked if anyone has been to the Garland City Council. Mayor Holmgren said we need to set that up. We will make every effort to get on their agenda to work with them and see what we can do for the Senior Center. The plug is coming I have talked to Blaine Rupp and it is on his list of things to do.

Councilmember Rohde said thanks Chief LaCroix. We are really trying to improve communication with citizens so we have a social pinpoint page we are working on and a map. It is exciting and we are hoping to roll it out soon. On this page people will be able to comment and we can respond. We hope to start working together and drive positive commutation even if there are concerns.

Councilmember Seamons said Chief LaCroix thanks, it has been great to have you.

Mayor Holmgren said I second the thing on the Trick-or-Treat on Main, that was incredible. We had lots of people come and it turned out really good. We are working on a grant. The Governor's Officer of Economic Opportunity has put out a rural community opportunity grant. We want to use that for Midland Square to fix it up with an amphitheater and restrooms, along with other things to bring people downtown. That is a significant grant we are working on. I want to second what everyone else has said, we are going to miss Chief LaCroix. We are excited that you will still be a part of this community and we appreciate all you have done in the last two years. Interim Chief Scothern we are excited to work with you now. I met with the County for the Senior Center and they are a big participant. We will get their full funding. We have great support from them. We went to Elwood and they are tight on budget, but will do what they can and work it into their budget for next year. We appreciate their support and hope we can get more people to participate in our Senior Center.

13. ***CLOSED SESSIONS: No closed session held at this time.***

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

14. Adjournment.

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

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aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

The meeting adjourned at 8:35 p.m.

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

Dated this _____ day of _____, 2022.

Linsey Nessen, City Recorder

Follow-up items for the Council and City Staff

Manager Warnke would look into the Good Landlord Program and provide a presentation at the next Council meeting. He will continue to look into options for the crosswalk that was discussed and have those conversations. He will also continue efforts on looking into staffing options to meet growing demands.

City staff will look into leasing options for their capital equipment.

RESOLUTION NO. 22-63

A RESOLUTION OF TREMONTON CITY CORPORATION RATIFYING THE WIZARD WASH DEVELOPMENT AGREEMENT

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

WHEREAS, the Developer and City hereto have agreed that the development of the property will require municipal services and will further require the installation of certain improvements; and

WHEREAS, the City has approved the Wizard Wash Site Plan; and

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

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the Wizard Wash Development Agreement is ratified as attached in Exhibit "A."

Adopted and passed by the governing body of Tremonton City Corporation this 15th day of November 2022.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT “A”

**WIZARD WASH
DEVELOPMENT AGREEMENT**

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 10th day of JUNE, 2022, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and BIG DOG HOLDINGS, LLC. (hereinafter "Developer") the City or Developer may be referred to individually as "Party" or collectively as Parties:

RECITALS

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

PART OF SW/4 OF SEC 04, T 11N, R 3W, SLM. BEG AT A POINT 65 FT NORTH & S 88°18'00" W 66 FT FROM SE CORNER OF SW/4 OF SEC 04, SD POINT BEING ON NORTH LINE OF ST HWY, S 88°13'00" W ALONG NORTH LINE 300 FT, NORTH 300 FT, N 88°13'00" E 300 FT TO A POINT DUE NORTH OF POB, SOUTH 300 FT M/L TO POB. LESS: A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-8, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SEC 04, T 11N, R 3W, SLM. THE FOLLOWING BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE EXISTING STATE HIGHWAY 30 (ALSO KNOWN AS TREMONTON MAIN STREET) AT A POINT 190.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID PROJECT AT ENGINEER STATION 2546+12.68 SAID POINT OF BEGINNING IS 65.00 FEET NORTH 1°15'28" WEST AND 294.46 FEET SOUTH 88°44'32" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION 4; AND RUNNING THENCE SOUTH 88°13' WEST (SOUTH 88°44'32" WEST HIGHWAY BEARING) 70.41 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE WEST BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH (NORTH 0°30'15" WEST HIGHWAY BEARING) 300.00 FEET ALONG SAID WEST BOUNDARY LINE TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 88°13' EAST (NORTH 88°44'32" EAST HIGHWAY BEARING) 69.67 FEET ALONG SAID NORTHERLY BOUNDARY LINE; THENCE SOUTH (SOUTH 0°38'44" EAST HIGHWAY BEARING) 300.00 FEET TO THE POINT OF BEGINNING. NOTE: ALL BEARINGS AND DISTANCES IN THE ABOVE DESCRIPTION ARE BASED ON THE UTAH STATE PLANE COORDINATE SYSTEM. LESS: [05-171-0044] A PART OF THE SOUTHWEST QUARTER OF SECTION 04, TOWNSHIP 11 NORTH, RANGE 03 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 102 (MAIN STREET TREMONTON) AND THE WEST RIGHT OF WAY LINE OF 1650 WEST STREET ALSO BEING THE SOUTHEAST CORNER OF BAR M LAND & LIVESTOCK LLC PROPERTY, TAX ID NO. 05-171-0010 LOCATED 2723.36 FEET SOUTH 88°44'32" WEST ALONG THE NORTH LINE OF SAID SECTION AND 65.00 FEET NORTH 00°40'47" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 09; RUNNING THENCE SOUTH 88°44'32" WEST 42.61 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE NEW WESTERLY RIGHT OF WAY LINE OF 1650 WEST STREET; THENCE ALONG SAID NEW WESTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: (1) NORTHEASTERLY TO THE LEFT ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE, A DISTANCE OF 59.31 FEET, CHORD BEARS NORTH 44°01'53" EAST 53.47 FEET, HAVING A CENTRAL ANGLE OF 89°25'19"; (2) NORTH 00°40'47" WEST 82.39 FEET; AND (3) NORTH 03°23'55" EAST 70.23 FEET TO THE WEST RIGHT OF WAY LINE OF SAID 1650 WEST STREET; THENCE SOUTH 00°40'47" EAST 190.01 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

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

Entry No. 458192
10/27/2022 09:25:34 AM
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FEE \$40.00
Pages: 23
RECORDING FOR TREMONTON CITY CORP.
Chad Non-Somery Box Elder County Utah Recorder

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

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

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

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

SECTION 1. GENERAL CONDITIONS

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

B. **Time Limitations for Improvements.** All water lines, sanitary sewer collection lines, storm sewer lines and facilities, streets, curbs, gutters, sidewalks, streetlights, and trails shall be installed as shown on the Final Plat, Construction Drawings and in full compliance with the standards and specification of the City, at the time of approval of the Final Plat, subject to a two (2) year time limitation from the date of approval of the Final Plat, which is in compliance with Title II, Chapter 2.05 of the Tremonton City Land Use and Development Code. In the event that the Developer commences or performs any construction pursuant hereto after the passage of two (2) years from the date of approval of the Final Plat, the Developer shall resubmit the Final Plat and documentation supporting a new guaranty bond to the City Engineer for reexamination. Pursuant to UCA § 10-9a-603, the City may then require the Developer to comply with the approved standards and specifications of the City at the time of resubmission.

After two (2) years from the date of approval of the Final Plat, if any development improvements have not been completed, the City, at its sole discretion, may use the guaranty bond money to complete development improvements.

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

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

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

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

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

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

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

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

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

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

M. **Developer Compliance with EPA and other Regulations.** The Developer specifically represents that to the best of its knowledge, all property dedicated (both in fee simple and as easements) to the City associated with this Development (whether on or off-site) is in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 CFR Part 261, and that such property as is dedicated to the City pursuant to this Development, is in compliance with all such requirements pertaining to the

disposal or existence in or on such dedicated property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Developer, for itself and its successor(s) in interest, does hereby indemnify and hold harmless the City from any liability whatsoever that may be imposed upon the City by any governmental authority or any third Party, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of, or related to any property dedicated to the City in connection with this Development, provided that such damages or liability are not caused by circumstances arising entirely after the date of acceptance by the City of the public improvements constructed on the dedicated property, except to the extent that such circumstances are the result of the acts or omissions of the Developer. Said indemnification shall not extend to claims, actions, or other liability arising as a result of any hazardous substance, pollutant, or contaminant generated or deposited by the City, its agents or representatives, upon the property dedicated to the City in connection with this Development. The City agrees to give notice to the Developer that he must obtain a complete discharge of all City liability through such settlement. Failure of the City to give notice of any such claim to the Developer within ninety (90) days after the City of first receives a notice of such claim under the Utah Governmental Immunity Act for the same, shall cause this indemnity and hold harmless agreement by the Developer to not apply to such claim and such failure shall constitute a release of this indemnity and hold harmless agreement as to such claim.

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

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

SECTION 2. SPECIAL CONDITIONS

- Development Processing/Application Fees. The Developer agrees to pay the City the development application review fees contained in the City's Consolidated Fee Schedule as follows before receiving a building permit:
 - Site Plan Fee. A fee of \$350.00
 - Construction Drawings. A fee of \$391.30 which is ½ of 1% of the estimated costs of the improvements.
- Recording the Main Street Dedication Plat. The Developer agrees to submit a mylar plat to the City that is recordable within the Box Elder County Recorder's Office before receiving a building permit. The mylar plat shall dedicate five (5') feet of additional Main Street frontage to Tremonton City and dedicate a ten (10') foot public utility easement (P.U.E.) and ten (10) municipal utility easement (M.U.E.) on the frontage of Main Street and 1650 West.
- Main Street Frontage Improvements. The Developer agrees to construct the following Main Street frontage improvements before receiving a building permit or before receiving a certificate of occupancy associated with their issued building permit. The Main Street frontage improvement shall include curb, gutter, storm drain catch basins, 10'6" foot sidewalk, an ADA ramp at the intersection of 1650 West and Main Street, and other improvements contained on the approved construction plans. The City and the Developer acknowledge and agree that utility poles prevent a portion of the sidewalk along the Main Street frontage from being completed. The Developer agrees to pay \$2,844.00 as a fee in lieu of constructing the sidewalk for the portion of the Main Street sidewalk obstructed by the utility poles. The Developer and City agree that the City shall use the fee-in-lieu payment provided by the Developer to make the sidewalk improvements at some unknown future date. The Developer's fee-in-lieu payment absolves the Developer of any future obligation for completing this sidewalk.
- City Construction of Improvements to 1650 West. In accordance with *Resolution No. 20-30, Amended Land Acquisition Agreement between Tremonton City and Bar M Land & Livestock LLC*, the City agrees to bear the financial cost of relocating the curb, gutter, and expanding the asphalt section from the existing location to the new location on the west side of 1650 West. The Developer agrees to be responsible for causing the construction/relocating of the curb and gutter and expanding the asphalt roadway on 1650 West in accordance with the City's construction standards before receiving a building permit or before receiving a certificate of occupancy associated with their issued building permit.

The City agrees to reimburse the Developer the fair unit price for constructing the curb, gutter, and asphalt on the west side of 1650 West. The Developer and City acknowledge that Main Street is controlled by the Utah Department of Transportation (UDOT). UDOT's construction standards and the associated unit price for construction may differ from the City's construction standards and the related unit price for construction. The

City and Developer agree that the fair unit price that the City reimburses the Developer may not be the exact unit price that the Developer pays for the curb, gutter, sidewalk, and asphalt on the Main Street frontage. The engineer's estimate the City's financial responsibility for relocating the curb, gutter, and expanding the asphalt section from the existing location to the new location on the west side of 1650 West to be \$20,728.00.

- Sidewalk on 1650 West. The Developer agrees that they are financially responsible for constructing a sidewalk along the 1650 West frontage. The Developer also agrees to cause the sidewalk on 1650 West to be constructed before receiving a building permit or before receiving a certificate of occupancy associated with their issued building permit.
- Fire Hydrant. In accordance with *Resolution No. 20-30, Amended Land Acquisition Agreement between Tremonton City and Bar M Land & Livestock LLC*, the City agrees to cause the construction of a fire hydrant on the east side of 1650 West. The City agrees to be financially responsible for installing this fire hydrant.
- Constructed According to Approved Plans. The Developer agrees to construct all improvements according to the approved construction plans, approved landscape plans, and building plans.
- Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the Developer has dedicated to Tremonton City 0.5 water shares in the Bear River Canal Company.
- Notice to Rocky Mountain Power. In accordance with Tremonton City Ordinance No. 20-07, before the City approves the site plan, the Developer shall receive approval of Electrical Facilities, including underground facilities to be installed. The developer shall mail a copy of the site plan to Rocky Mountain Power:

Rocky Mountain Power

Attn: Estimating Department

Local Address 596 North 400 West

Tremonton, Utah 84337

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

Brian Kelsey

Outside Plant Design Manager

Office: (801) 613-3868 | Cell: (801)-792-1353

bkelsey@utopiafiber.com

Keith Perkins

Construction Manager

Office: (801) 613-3863 | Cell: (801) 330-5601

kperkins@utopiafiber.com

- Garbage Collection. The Developer agrees to contract directly with a solid waste hauling contractor for solid waste services and that the garbage collection container for this development is a dumpster.

SECTION 3. MISCELLANEOUS

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

B. **Construction Site Waste.** The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by the Developer's operation, or the activities of individual builders and/or subcontractors; shall remove such rubbish as often as necessary, but no less than daily and; at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. The Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Developer's operation or as a result of building activity. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to withhold building permits and/or certificates of occupancy until the problem is corrected to the satisfaction of the City Building Inspector and/or

the City Public Works Director. If the Developer fails to adequately clean such streets within two (2) days after receipt of written notice, the City may have the streets cleaned at the Developer's expense, and the Developer shall be responsible for prompt payment of all such costs. The Developer also agrees to require all contractors within the Development to keep the public right-of-way clean and free from the accumulation of dirt, rubbish, and building materials. Under no circumstances shall the Developer or any sub-contractors use open burning procedures to dispose of waste materials.

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

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

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

In addition to the other remedies contained within this Agreement for the Developer's non-compliance or default with the obligations required herein, the Parties agree that the City may delay the processing of any future land use applications, land use decisions, and/or land use permits submitted to the City for projects in which the Developer may have an ownership interest until the Developer non-compliance or default has been cured. The Developer acknowledges and agrees to waive any time constraints applicable in Utah Code, with which the City would otherwise be required to comply for the processing of land use applications, land use decisions, and land use permits for the Developer's non-compliance or default. Any future land use applications, land use decisions, and/or land use permits may include, but are not limited to,

preliminary plats, final plats, site plans, building permits, certificates of occupancy, sign permits, zoning, rezoning, and annexations within the Development or outside of the boundaries of the Development, for which Tremonton City is Land Use Authority. An ownership interest in a future land use application, land use decisions, and/or land use permit includes, the Developer, Developer's spouse, and/or Developer's minor children ownership as an individual or a member of a corporation with assets that are the subject to the future land use application. If the City suspects that the Developer may have ownership in the future land use application, it is the Developer's burden to prove the contrary.. The City may also place liens on vacant lots still owned by the Developer as it deems necessary to ensure performance in accordance with the terms of the Agreement.

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

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

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

I. **Covenants Run with the Land.** This Agreement shall run with the Property, including any subsequent, approved amendments to the Final Plat of all or a portion of the Property. This Agreement shall also be binding upon and inure to the benefit of the Parties hereto, their respective personal representatives, heirs, successors, grantees, and assigns. It is agreed that all improvements required pursuant to this Agreement touch and concern the Property regardless of whether such improvements are located on the Property. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of the Developer's legal or equitable interest in the Property, as well as any assignment of the Developer's rights to develop the Property under the terms and conditions of this Agreement.

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

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

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

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

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

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

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

If to the City: Tremonton City

102 S. Tremont Street
Tremonton, UT 84337

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

If to the Developer: Big Dog Holdings, LLC
16749 North 5200 West
Garland, Utah 84312

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF TREMONTON, UTAH

By: [Signature]
Mayor, Tremonton City

ATTEST:

[Signature]
City Recorder



DEVELOPER:

By: [Signature]

Print Name: Daniel F Hart

OWNER:

By: [Signature]

Print Name: Daniel F Hart

Developer/Owner Acknowledgment:

State of Utah)

§

County of Box Elder)

On this 10 day of June, in the year 20 22, before me Cynthia A Nelson
a notary public, personally appeared Daniel F Hart,
and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to
this instrument, and acknowledge executing the same.



Cynthia A Nelson

Approved for use by Tremonton City Council Resolution No.20-42

Notary Public

Tremonton City Acknowledgment:

State of Utah)

§

County of Box Elder)

On this 14 day of June, in the year 20 22, before me Cynthia A Nelson
a notary public, personally appeared Lyle Holmgren,
and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to
this instrument, and acknowledge executing the same.

Cynthia A Nelson

Notary Public

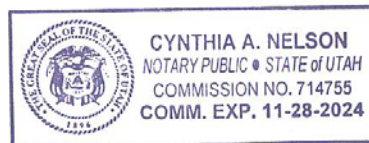


EXHIBIT "A"

CONSTRUCTION/IMPROVEMENT GUARANTEE:

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

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

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

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

MAINTENANCE GUARANTEE:

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

REPAIR GUARANTEE:

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

Further, the Developer agrees that the City shall not be liable to the Developer during the warranty period, for any claim of damages resulting from negligence in exercising engineering

techniques and due caution in the construction of cross drains, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers, and any other matter whatsoever on private property. Any and all monetary liability occurring under this paragraph shall be the liability of the Developer.

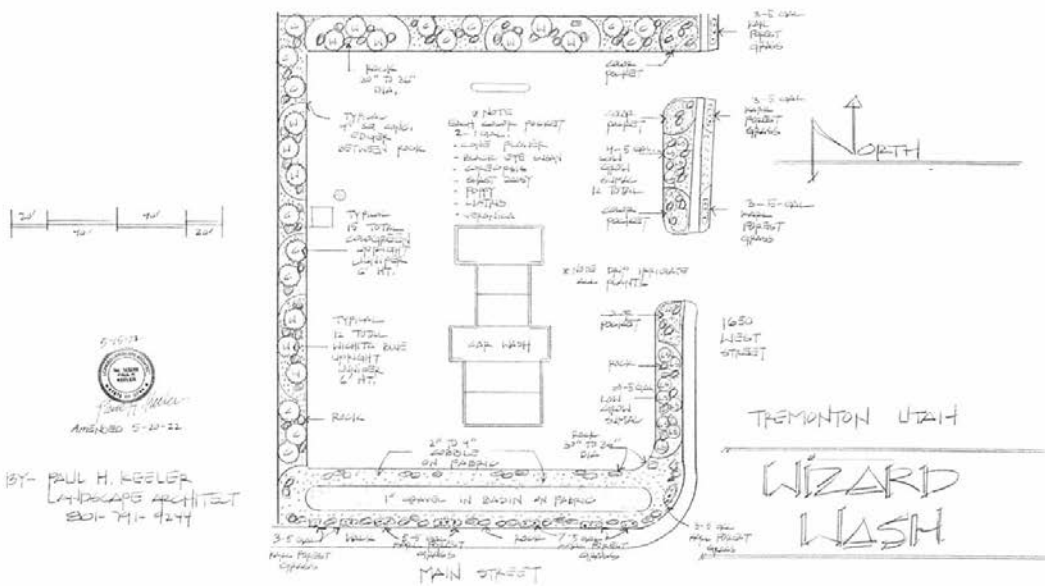
The obligations of the Developer pursuant to the “maintenance guarantee” and “repair guarantee” provisions set forth above may not be assigned or transferred to any other person or entity unless the warranted improvements are completed by, and a letter of acceptance of the warranted improvements is received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

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

WIZARD WASH - FRONTAGE IMPROVEMENTS**ENGINEER'S ESTIMATE**

DATE: June 9, 2022

DATE: June 9, 2022		CITY COSTS		DEVELOPER COSTS	
WORK ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TASK PRICE
I. STREET IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$5,000.00	\$5,000
2	1650 WEST - SAW-CUT EXISTING ASPHALT	LF	204	\$6.00	\$1,224
3	1650 WEST ASPHALT WIDENING - 8" SCARIFY - SUBGRADE PREP & COMPACT	SF	2,252	\$0.10	\$225
4	1650 WEST ASPHALT WIDENING - 8" GRANULAR BORROW (PIT RUN)	SF	1,563	\$0.51	\$797
5	1650 WEST ASPHALT WIDENING - 5" UNTREATED BASE COURSE (3/4" - 1-1/2") - D	SF	1,563	\$0.52	\$813
6	1650 WEST ASPHALT WIDENING - 3" ASPHALT - IN-PLACE	SF	1,563	\$1.25	\$1,954
7	1650 WEST - SEAL COAT	SY	174	\$2.45	\$426
8	1650 WEST ROAD STRIPING	LS	1	\$900.00	\$900
9	1650 WEST REMOVE EXISTING CURB & GUTTER	LF	202	\$15.34	\$3,099
10	1650 WEST - INSTALL 30-INCH STD. CURB & GUTTER	LF	166	\$15.34	\$2,546
11	1650 WEST - REPLACE EX. STORM DRAIN INLET BOX WITH 5' DIA. MANHOLE	EA	1	\$5,600.00	\$5,600
12	1650 WEST - INSTALL CURB INLET BOX	EA	1	\$2,400.00	\$2,400
13	1650 WEST - INSTALL 18" STORM DRAIN PIPE	LF	12	\$62.00	\$744
14	MAIN STREET - SAW-CUT EXISTING ASPHALT	LF	226	\$6.00	\$1,356
15	MAIN STREET - ASPHALT WIDENING - 8" SCARIFY - SUBGRADE PREP & COMPACT	SF	4,713	\$0.10	\$471
16	MAIN STREET - ASPHALT WIDENING - 8" GRANULAR BORROW (PIT RUN)	SF	3,482	\$0.51	\$1,776
17	MAIN STREET - ASPHALT WIDENING - 5" UNTREATED BASE COURSE (3/4" - 1-1/2")	SF	3,482	\$0.52	\$1,811
18	MAIN STREET - ASPHALT WIDENING - 3" ASPHALT - IN-PLACE	SF	3,482	\$1.25	\$4,353
19	MAIN STREET - SEAL COAT	SY	387	\$2.45	\$948
20	MAIN STREET - INSTALL 30-INCH STD. CURB & GUTTER	LF	186	\$15.34	\$2,853
21	MAIN STREET - INSTALL CURB INLET COMBO BOX OVER EX. 30" STORM PIPE	EA	1	\$6,200.00	\$6,200
22	1650 WEST - INSTALL 4 & 6 5-FOOT CONC. SIDEWALK (6" concrete)	SF	1,450	\$5.18	\$7,511
23	MAIN STREET - INSTALL 10 5-FOOT CONC. SIDEWALK (6" concrete)	SF	1,606	\$5.18	\$8,319
24	MAIN STREET - FUTURE (WEST SECTION) 10 5-FOOT CONC. SIDEWALK (6" concrete)	SF	549	\$5.18	\$2,844
25	INSTALL ADA RAMP	EA	1	\$900.00	\$900
26	TRENCH REPAIR	LF	47	\$75.00	\$3,525
27	STREET SIGN-STOP SIGN	EA	1	\$250.00	\$250
28	COMPACTION TESTING	LS	1	\$8,500.00	\$8,500
29	EARTHWORK (APPROX.) - STREET RIGHT-OF-WAY	CY		\$4.00	\$0
CITY PAID IMPROVEMENTS - SUBTOTAL:					\$20,728
DEVELOPER PAID IMPROVEMENTS - SUBTOTAL:					\$56,617
SUBTOTAL:					\$77,345
10% CONTINGENCY					\$7,734
GRAND TOTAL:					\$85,079



Development Agreement Page 23 of 21

TREMONTON CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022

TITLE:	Discussion and consideration of adopting Resolution No. 22-64 reaffirming, amending, and enacting new fees and fines in a schedule entitled Tremonton City Consolidated Fees and Fines Schedule including, but not limited to, cemetery fees and wastewater treatment fees for industrial, institutional, & commercial.
FISCAL IMPACT:	Noted below
PRESENTER:	Marc Christensen, Tremonton Assistant City Manager

Who, What, and Why: Fee schedule amendments are being proposed for cemetery fees, wastewater treatment rates, animal control service fees, and garbage collection fees which are summarized below:

Cemetery Fees.

Tremonton City Staff performed a cemetery fee survey from the surrounding communities and communities around Utah (See Attachment). We found that we are charging below-average for cemetery fees compared to surrounding communities and statewide.

We are proposing cemetery fee increases to match the area and state averages more closely.

CEMETERY FEES	<u>Tremonton Current Fees</u>	<u>Proposed Fees</u>
RESIDENTS		
Plots	\$400	\$600
Open/Close Weekday	\$400	\$500
Open/Close Weekend	\$600	\$750
NON-RESIDENTS		
Plots	\$800	\$1,200
Open/Close Weekday	\$600	\$1,000
Open/Close Weekend	\$800	\$1,500
DISINTERMENT	\$1,000	\$1,500

Industrial, Institutional, and Commercial Water and Sewer Services.

Tremonton City was charging Garland City the Commercial rate for Wastewater Treatment services. Tremonton charged at a rate that included gallons used with the base rate. The base rate included 12,800 gallons. It has been planned to remove the 12,800 gallons used out of the base rate when Garland City left our system. We now have no contracts with usage included with the base rate. We propose the base rate to stay at \$28.30 and start charging \$1.15 per thousand gallons beginning with the first 1,000 gallons used.

Wastewater Treatment Rates	
Base Rate: ~~First 12,800 gallons used~~	\$28.30 ³
Overage Rate: ~~Above 12,800 gallons~~	\$1.15 per thousand gallons

Animal Control Services.

The demand on the Animal Control facility is growing with the increase in population. City staff is proposing not to take owner-relinquished animals from non-residents and increasing the fee for residents from \$30 to \$50 per animal.

Garbage Collection Services.

Property owners are required to pay the purchase costs associated with the first garbage can, with Tremonton City retaining ownership of the garbage can. Tremonton City maintains and replaces garbage cans at the City's expense when the garbage cans are damaged, faulty, or inoperable as a result of normal wear or aging under ordinary operating conditions, as determined solely by the Public Works Director or City Treasurer.

We propose setting the dumping fee for additional garbage cans the same as the dumping fee for the initial can. Currently, that fee is \$10.70 per month. Initial cans are purchased from the city at the building permit phase of new development. The city does not charge residents the initial costs for additional cans.

GARBAGE CAN COLLECTION FEES	<u>Tremonton</u> <u>Current Fees</u>	<u>Proposed</u> <u>Fees</u>
Monthly Pickup - 1st Can	\$10.70	\$10.70
Monthly Pickup - Each Additional Can	\$6.50	\$10.70

Attachments:

- Cemetery Fee Survey

CEMETERY FEES
Box Elder/Cache Counties

	<u>Tremonton</u>	<u>AVERAGE</u>	<u>Bear River City</u>	<u>Brigham City</u>	<u>Howell</u>	<u>Logan</u>	<u>Providence</u>
RESIDENTS							
Plots	\$400	\$560	\$400	\$600	\$200	\$800	\$800
Open/Close Weekday	\$400	\$475	\$350	\$500	\$150	\$750	\$625
Open/Close Weekend	\$600	\$1,150	-	\$750	-	\$1,500	\$1,200
NON-RESIDENTS							
Plots	\$800	\$790	\$750	\$1,200	\$400	\$800	\$800
Open/Close Weekday	\$600	\$725	\$650	\$1,000	\$600	\$750	\$625
Open/Close Weekend	\$800	\$1,400	-	\$1,500	-	\$1,500	\$1,200
DISINTERMENT	\$1,000	\$600	\$600	-	-	-	-

CEMETERY FEES Wasatch Front																
	<u>Tremonton</u>	<u>AVERAGE</u>	<u>Alpine</u>	<u>Bluffdale</u>	<u>Bountiful</u>	<u>Eagle Mountain</u>	<u>Fairfield</u>	<u>Farmington</u>	<u>Herriman</u>	<u>Highland</u>	<u>Kaysville</u>	<u>Morgan</u>	<u>Salem</u>	<u>Spanish Fork</u>	<u>West Point</u>	
RESIDENTS																
Plots	\$400	\$712	\$985		\$640	\$550	\$350	\$540	\$750	\$1,175	\$800	\$500	\$1,000	\$800	\$450	
Open/Close Weekday	\$400	\$522	\$600	\$675	\$525	\$300	\$450	\$540	\$750	\$600	\$500	\$450	\$550	\$550	\$300	
Open/Close Weekend	\$600	\$832	\$850	\$800	\$875	\$600	\$175 per hour	\$810	\$1,500	\$950	\$1,000	\$650	\$750	\$800	\$400	
NON-RESIDENTS																
Plots	\$800	\$1,540	\$985		\$940	\$1,000	\$4,000	\$810	\$1,500	\$1,641	\$1,500	\$1,900	\$2,500	\$1,100	\$600	
Open/Close Weekday	\$600	\$896	\$1,000	\$675	\$1,800	\$300	\$450	\$1,075	\$750	\$600	\$1,800	\$650	\$1,000	\$850	\$700	
Open/Close Weekend	\$800	\$1,288	\$1,500	\$800	\$2,150	\$600	\$175 per hour	\$1,350	\$1,500	\$950	\$2,300	\$900	\$1,500	\$1,100	\$800	
DISINTERMENT	\$1,000	\$1,014	\$1,500	-	\$900	\$1,500	\$900	\$1,300	\$750	\$650	\$1,200	\$800	-	\$1,250	\$400	

CEMETERY FEES Other Counties																		
	<u>Tremonton</u>	<u>AVERAGE</u>	<u>Cedar City</u>	<u>Enoch</u>	<u>Heber City</u>	<u>Huntington</u>	<u>Ivins</u>	<u>Kanarraville</u>	<u>La Verkin</u>	<u>Mayfield</u>	<u>Myton</u>	<u>Park City</u>	<u>Parowan</u>	<u>Roosevelt</u>	<u>Santa Clara</u>	<u>Spring City</u>	<u>St. George</u>	
RESIDENTS																		
Plots	\$400	\$503	\$600	\$250	\$1,400	\$300	\$850	\$100	\$550	\$300	\$100	\$300	\$350	\$300	\$450	\$500	\$1,200	
Open/Close Weekday	\$400	\$325	\$275	\$150	\$650	\$250	\$250	\$300	\$300	\$150	\$150	\$600	\$300	\$300	\$400	\$300	\$500	
Open/Close Weekend	\$600	\$512	\$475	\$225	\$1,100	\$650	\$550	\$300	\$500	\$250	\$150	\$800	\$400	\$550	\$500	\$375	\$850	
NON-RESIDENTS																		
Plots	\$800	\$1,173	\$1,200	\$2,500	\$2,600	\$700	\$1,700	\$1,500	\$850	\$1,000	\$100	\$300	\$900	\$450	\$1,000	\$800	\$2,000	
Open/Close Weekday	\$600	\$475	\$325	\$200	\$850	\$750	\$500	\$300	\$500	\$200	\$150	\$600	\$400	\$450	\$650	\$600	\$650	
Open/Close Weekend	\$800	\$663	\$525	\$300	\$1,300	\$1,150	\$800	\$300	\$700	\$250	\$150	\$900	\$500	\$700	\$750	\$675	\$950	
DISINTERMENT	\$1,000	\$1,298	-	-	\$2,500	\$1,200	\$1,200	-	\$1,000	\$1,000		\$1,000	\$1,000	\$2,000	\$1,190	\$1,000	\$1,190	

RESOLUTION NO. 22-64

**A RESOLUTION OF TREMONTON CITY COUNCIL REAFFIRMING, AMENDING,
AND ENACTING NEW FEES AND FINES IN A SCHEDULE ENTITLED
TREMONTON CITY CONSOLIDATED FEES AND FINES SCHEDULE INCLUDING,
BUT NOT LIMITED TO, CEMETERY FEES AND WASTEWATER TREATMENT
FEES FOR INDUSTRIAL, INSTITUTIONAL & COMMERCIAL**

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

WHEREAS, Utah Code 10-3-703 allows the governing body of a municipality to impose a penalty or fine for violating a municipal ordinance; and

WHEREAS, the Tremonton City Council finds that it is necessary to charge fees for the cemetery, Wastewater Treatment, and other services; and

WHEREAS, the Tremonton City Council finds it necessary to make modifications to fees.

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

Adopted and passed by the City Council this 15th day of November 2022. Resolution to become effective upon adoption.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT “A”

Tremonton City Consolidated Fees & Fines Schedule

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Section 1 Fee Policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2 Citywide Common Fees.

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

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

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

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

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

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

Section 3 Building Fees.

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

Residential Dwelling & Residential Outbuilding Inspections ^{1, 2, 3}	Fees
Inspection Fee	1% of Building Valuation ⁴
Re-inspection Fee	\$45.00
Administration Fee	10% of the Inspection Fee
State Fee	1% of the Inspection Fee
Garbage Can Purchase	See <i>Section 8.1 Garbage Collection Service Fees</i> for the amount
Small Scale Remodel or Construction	

Residential Dwelling & Residential Outbuilding Inspections^{1, 2, 3}	Fees
Electrical Inspection Only	\$54.00
Plumbing Inspection Only	\$54.00
Mechanical Inspection Only	\$54.00

¹ Note: Residential buildings include up to a four-plex (single-family attached dwellings with four separate units). Five or more attached single-family dwellings are included in *Section 3.3 Industrial, Institutional, Commercial, & Governmental Inspection Fees*.

² Note: Each project will be assessed an *Inspection Fee*, *Administration Fee*, and *State Fee*.

³ Note: Refunds for inspection fees issued will be limited to eighty percent (80%) of the permit costs, no later than 90 days after the date of fee payment.

⁴ Note: Building Valuation for Residential Dwelling and Residential Outbuilding is determined according to the following schedule:

Residential Dwelling & Residential Outbuilding Building Valuation Table	
Type of Construction	Valuation
Type V-Wood Frame	\$115.00 per square foot
Basements	
Semi-Finished (Stud and insulated outside walls)	\$30.00 per square foot
Unfinished	\$22.45 per square foot
Finished	\$54.00 per square foot
Private Garages	
Wood Frame	\$48.00 per square foot
Open Carports	\$24.00 per square foot
Agricultural	
Without Floor	\$8.00 per square foot
With Floor	\$10.00 per square foot

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

Residential & Outbuilding Plan Review	Fees
Plan Review Fee	No charge
Identical Plan Review Fee ¹	No charge

¹ Note: Identical plans mean building plans submitted to the City that are substantially identical to building plans that were previously submitted to and reviewed and approved by the City and describe a building that is: located on land zoned the same as the land on which the building described in the previously approved plans is located; and subject to the same

geological and meteorological conditions and the same law as the building described in the previously approved plans. (See Utah Code 10-9a-103 (17))

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

Industrial, Institutional, Commercial, & Governmental Inspections^{1, 2}	Fees
Inspection Fee	1% of <i>Building Valuation</i> ³
Administration Fee	10% of the <i>Inspection Fee</i>
State Fee	1% of the <i>Inspection Fee</i>

¹ Note: Each project will be assessed an *Inspection Fee*, *Administration Fee*, and *State Fee*.

² Note: Refunds for inspection fees issued will be limited to eighty percent (80%) of the permit costs, no later than ninety (90) days after the date of fee payment.

³ Note: Building Valuation for Industrial, Institutional, Commercial, and Governmental Inspections is determined according to the following schedule:

Industrial, Institutional, Commercial, & Governmental Building Valuation Table ^{1, 2, 3, 4}										
Square Foot Construction Costs										
Group	(2018 International Building Code)	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	\$247.86	\$239.47	\$233.25	\$223.81	\$210.17	\$204.10	\$216.62	\$195.46	\$188.40
A-1	Assembly, theaters, without stage	\$227.10	\$218.71	\$212.49	\$203.05	\$189.41	\$183.34	\$195.86	\$174.70	\$167.65
A-2	Assembly, nightclubs	\$191.96	\$186.56	\$182.12	\$174.70	\$164.94	\$160.39	\$168.64	\$149.29	\$144.33
A-2	Assembly, restaurants, bars, banquet halls	\$190.96	\$185.56	\$180.12	\$173.70	\$162.94	\$159.39	\$167.64	\$147.29	\$143.33
A-3	Assembly, churches	\$229.69	\$221.30	\$215.08	\$205.64	\$192.37	\$187.27	\$198.45	\$177.66	\$170.60
A-3	Assembly, general, community halls, libraries, museums	\$192.20	\$183.81	\$176.59	\$168.15	\$153.51	\$148.44	\$160.96	\$138.80	\$132.75
A-4	Assembly, arenas	\$226.10	\$217.71	\$210.49	\$202.05	\$187.41	\$182.34	\$194.86	\$172.70	\$166.65
B	Business	\$200.26	\$192.96	\$186.54	\$177.38	\$161.90	\$155.84	\$170.40	\$142.43	\$136.08
E	Educational	209.90	\$202.64	\$196.82	\$188.34	\$175.49	\$166.60	\$181.86	\$153.45	\$148.75
F-1	Factory and industrial, moderate hazard	\$117.60	\$112.19	\$105.97	\$101.84	\$91.54	\$87.26	\$97.61	\$75.29	\$70.95
F-2	Factory and industrial, low hazard	\$116.60	\$111.19	\$105.97	\$100.84	\$91.54	\$86.26	\$96.61	\$75.29	\$69.95
H-1	High Hazard, explosives	\$109.99	\$104.58	\$99.35	\$94.22	\$85.14	\$79.87	\$89.99	\$68.89	N.P.
H234	High Hazard	\$109.99	\$104.58	\$99.35	\$94.22	\$85.14	\$79.87	\$89.99	\$68.89	\$63.56
H-5	HPM	\$200.26	\$192.96	\$186.54	\$177.38	\$161.90	\$155.84	\$170.40	\$142.43	\$136.08
I-1	Institutional, supervised environment	\$197.83	\$191.05	\$185.12	\$177.91	\$163.28	\$158.81	\$178.06	\$146.98	\$142.33
I-2	Institutional, hospitals	\$335.53	\$328.23	\$321.81	\$312.65	\$296.45	N.P.	\$305.67	\$276.99	N.P.
I-2	Institutional, nursing homes	\$233.12	\$225.82	\$219.40	\$210.24	\$195.51	N.P.	\$203.26	\$176.05	N.P.
I-3	Institutional, restrained	\$227.71	\$220.41	\$213.99	\$204.83	\$190.84	\$183.78	\$197.85	\$171.37	\$163.02
I-4	Institutional, day care facilities	\$197.83	\$191.05	\$185.12	\$177.91	\$163.28	\$158.81	\$178.06	\$146.98	\$142.33
M	Mercantile	\$142.95	\$137.54	\$132.11	\$125.68	\$115.38	\$111.83	\$119.62	\$99.73	\$95.77
R-1	Residential, hotels	\$199.70	\$192.92	\$186.99	\$179.78	\$164.90	\$160.43	\$179.93	\$148.60	\$143.96
R-2	Residential, multiple family	\$167.27	\$160.49	\$154.56	\$147.35	\$133.71	\$129.23	\$147.50	\$117.40	\$112.76
R-3	Residential, one- and two-family	\$155.84	\$151.61	\$147.83	\$144.09	\$138.94	\$135.27	\$141.72	\$130.04	\$122.46
R-4	Residential, care/assisted living facilities	\$197.83	\$191.05	\$185.12	\$177.91	\$163.28	\$158.81	\$178.06	\$146.98	\$142.33
S-1	Storage, moderate hazard	\$108.99	\$103.58	\$97.35	\$93.22	\$83.14	\$78.87	\$88.99	\$66.89	\$62.56
S-2	Storage, low hazard	\$107.99	\$102.58	\$97.35	\$92.22	\$83.14	\$77.87	\$87.99	\$66.89	\$61.56
U	Utility, miscellaneous	\$84.66	\$79.81	\$74.65	\$71.30	\$64.01	\$59.80	\$68.04	\$50.69	\$48.30

¹ Note: Private garages use utility, miscellaneous.

² Note: For shell only buildings, deduct twenty percent (20%)

³ Note: N.P. = Not Permitted

⁴ Note: Unfinished basements (Group R-3) + \$22.45 per square feet

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

Industrial, Institutional, Commercial, & Governmental Plan Reviews	Fees
Plan Review Fee ¹	25% of the Total Inspection Fee (<i>Inspection Fee, Administration Fee, and State Fee</i>)
Identical Plan Review Fee ²	No charge

¹ Note: No refunds for plan review costs will be given if the plan review has been completed.

² Note: Identical plans mean building plans submitted to the City that are substantially identical to building plans that were previously submitted to and reviewed and approved by the City and describe a building that is: located on land zoned the same as the land on which the building described in the previously approved plans is located; and subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans. (See Utah Code 10-9a-103 (17))

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

Miscellaneous Building Inspection Services	Fees
Inspections outside of normal business hours (minimum charge-2 hours)	\$90.00 per hour ¹
Re-inspection fees assessed under provisions of Section 305.8	\$56.00 per hour ¹
Inspections for which no fee is specifically indicated (minimum charge—one-half hour)	\$56.00 per hour ¹
For the use of outside consultants for plan checking and inspections	Actual costs plus 5% for the bill for the administration costs
For all Mobile Homes and Manufactured Housing	\$150.00
Temporary Occupancy Fee	\$100.00 plus 120% of the value of uncompleted items ²
Work Done without Permits- Investigation Fee	200% of Permit Fee

¹ Note: Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, and hourly wages of the employees involved.

² Note: The one hundred twenty percent (120%) of the value of uncompleted items is refundable upon issuance of a permanent Certificate of Occupancy.

Section 4 Contract Service Fees.

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

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

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

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

Section 5 Development Fees.

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

Development Application Reviews ¹	Fees
Appeals	Actual costs of processing the application with a \$500.00 deposit to commence the processing of the application ²
Constitutional Taking Review	Actual costs of processing the application with a \$500.00 deposit to commence the processing of the application ²
Conditional Use Permit	
Home Occupation- Minor	\$20.00
Home Occupation- Major	\$20.00
Application (with subdivision application)	\$20.00 plus \$4.00 per lot
Construction Drawings	½ of 1% of the Estimated Cost of Improvements
Copies of: General Plan, Trail Plan, Capital Facilities Plan, Land Use Ordinances	\$20.00
Industrial and Agriculture Protection Area	\$200.00
Lot Line Adjustment Fee	\$100.00
Subdivision- Residential & Commercial	

Development Application Reviews ¹	Fees
Concept Plan\Sketch plan – Application Fee	No charge
Preliminary Plat- Application Fee	\$150.00 plus \$4.00 per lot
Final Plat – Application Fee	\$250.00 plus \$40.00 per lot
Construction Drawings	½ of 1% of the estimated cost of improvements
Plat Amendments	\$500.00
Revised Approved Construction Plans	Actual costs of processing the application with a \$500.00 deposit to commence the processing of the application ²
Sign Permit	\$50.00
Site Plan Review	
Application	\$350.00
Construction Drawings	1% of engineers estimate or \$750, whichever is greater
Street Vacation	\$500.00
Franchise Application Fee	\$500.00
Temporary Use Permit	\$50.00
Variance	Actual costs of processing the application with a \$300.00 deposit to commence the processing of the application ²
Zoning Map or Text Amendments to General Plan or Land Use Code	\$500.00
Recording Fees	See Section 14.1 Recorder's Office General Service Fees for fee amount

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

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

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

Subdivision Street Signs	Fees
Tee Intersection	\$260.00 per intersection
Stop Sign	\$100.00
Street Sign	\$160.00
Cross Intersection	\$360.00 per intersection
Stop Sign	\$100.00
Stop Sign	\$100.00
Street Sign	\$160.00
Address Signs for Flag Lots	\$260.00

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

Public Infrastructure District	Fees
Petition, Letter of Intent, & Governing Documents	\$2,000.00 for City staff time, including but not limited to the City Manager and Public Works Director
Contracted Services	
City Municipal Advisor	Copies of engagement letters between the District applicant with the City's Municipal Advisor whereby the District applicant agrees to pay fees related to the review of the petition, letter of intent, and governing document
City Special Legal Counsel	Copies of engagement letters between the District applicant with the City's Special Legal Counsel whereby the District applicant agrees to pay fees related to the review of the petition, letter of intent, and governing document
City Engineer	Actual amount of invoice charged to the City plus 5% ¹ of the bill for administration costs
City Attorney	Actual amount of invoice charged to the City plus 5% ¹ of the bill for administration costs
City Finance Director	Actual amount of invoice charged to the City plus 5% ¹ of the bill for administration costs
Other contracted services	Actual amount of invoice charged to the City plus 5% ¹ of the bill for administration costs

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

Section 6 Fire Department Fees.

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

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

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

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

Emergency Rescue Services	Fees
Rescue Engine	\$182.00 per hour or any portion of a half-hour (one-hour minimum charged with each call)
Personnel Costs	\$25.00 per hour or any portion of a half-hour per rescue technician or actual cost whichever is greater (one-hour minimum charged)
Use of Extrication Equipment:	
Light Extrication Equipment (Use of hand tools)	\$100.00 per hour or any portion of a half-hour (one-hour minimum charged)
Heavy Extrication Equipment (Use of power equipment)	\$150.00 per hour or any portion of a half-hour (one-hour minimum charged)
Extra Heavy Extrication Equipment (Use of multiple pieces of equipment)	\$250.00 per hour or any portion of a half-hour (one-hour minimum charged)
Fire Rescue Standby (4 person rescue crew)	\$282.00 per hour or any portion of a half-hour, the amount includes personnel costs (one-hour minimum charged with each call)
Fire Rescue Standby (2 person rescue crew)	\$232.00 per hour or any portion of a half-hour, the amount includes personnel costs (one-hour minimum charged with each call)
Supplies Used	Three (3) times the cost of supplies used as determined by the Fire Chief

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

Hazardous Material Emergency Services ^{1, 2, 3}	Fees
HazMat Emergency Incident	\$345.00 per call that is paged out by the local Dispatch Center plus personnel costs
Hazmat Trailer	No charge for the trailer, current IRS mileage reimbursement if the vehicle pulls the trailer or \$136.00 per hour or any portion of a half-hour (one-hour minimum charged with each call) if an Engine pulls the trailer

Hazardous Material Emergency Services^{1, 2, 3}	Fees
HazMat Personnel Costs	
Emergency Incident Tech Level Experience	\$60.00 per hour or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged), if required to suit up in a Class A or Class B Hazmat Response Suit
Operations Level Experience	\$35.00 per hour will be paid or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged), if required to suit up in a Class A or Class B Hazmat Response Suit
Awareness Level Experience	\$25.00 per hour or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged)
HazMat Personnel Costs- Clean-Up	
Incident Tech Level Experience	\$35.00 per hour or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged)
Operations Level Experience	\$25.00 per hour will be paid or any portion of a half-hour per technician or actual cost, whichever is greater (one-hour minimum charged)
Awareness Level Experience	\$25.00 per hour or any portion of a half-hour per technician or actual cost whichever is greater (one-hour minimum charged)
Supplies Used	Three (3) times the cost of supplies used as determined by the Fire Chief

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

² Note: In accordance with Section 10-263 of the *Revised Ordinances of Tremonton City Corporation*, the Fire Department is hereby empowered to recover its expenses incurred by virtue of the City's response to hazardous materials emergencies, aggravated fire emergencies, or aggravated medical emergencies from any persons, corporations, partnerships, and individuals or other entities who caused such an emergency, pursuant to the following procedure: (a) The Tremonton City Fire Department and/or Police Department representative shall determine responsibility for the emergency or response as defined above and notify the responsible party by mail of the department's determination of responsibility and expenses to be recovered; (b) Tremonton City shall be responsible for the initial billing and receiving of funds. In the event the billed party fails to submit fees, the City Council may determine if legal action will be used to recover

said funds. (c) The notice shall specify that the determined responsible party may appeal the department's decision to the City Council by establishing a date by which notice of appeal shall be filed. The appeal date shall be no more than fifteen (15) days from the date of the notice.

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

Aggravated Fire Emergency and Contract for Fire Protection Services^{1, 2, 3}	Fees
Fire Apparatus	
Brush Truck	Current IRS mileage reimbursement rate
Command Vehicle 4x4	\$25 per hour, plus current IRS mileage reimbursement rate
Engine	\$182.00 per hour or any portion of a half-hour (one-hour minimum charged with each call)
Ladder Truck	\$245.00 per hours or any portion of a half-hour (one-hour minimum charged with each call)
Personnel Costs	
Strike Team Leader	\$45.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Task Force Leader	\$45.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Safety Officer, SOFR	\$45.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Incident Commander	\$65.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Engine Boss or Officer Certified	\$35.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Squad Boss Certified	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Firefighter 2 Certified	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Wildland Certification Red Card	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)

Aggravated Fire Emergency and Contract for Fire Protection Services^{1, 2, 3}	Fees
Firefighter 1 Structure Certification Card	\$25.00 per hour or any portion of a half-hour per firefighter or actual cost whichever is greater (one-hour minimum charged)
Firefighter Non-Certified	\$14.50 per hour or any portion of a half-hour per firefighter or actual cost, whichever is greater (one-hour minimum charged)
False Alarm	
Equipment & personnel do not leave the station	No charge
Equipment & personnel leave the station	\$100.00
Equipment & personnel arrive on the scene	\$200.00
Ambulance Standby (2-person crew)	\$110.00 per hour or any portion of a half-hour, the amount includes personnel costs (one-hour minimum charged with each call)

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

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

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

Emergency Medical Services ^{1, 2}	Fees
Basic Life Support	\$951.00
Advanced Life Support – Intermediate	\$1,256.00
Each Additional Patient	\$1,256.00
Extra Attendant ³	\$40.00
Advanced Life Support – Paramedic	\$1,838.00
Each Additional Patient	\$1,838.00
Extra Attendant ³	\$40.00
Non-Transport BLS Rate	\$175.00, plus supplied charged
Non-Transport ALS Rate	\$175.00, plus supplied charged
Off-road Rate - Where the ambulance is required to travel for ten miles or more on unpaved roads, a surcharge may be assessed.	\$1.50 per mile
Waiting Time	
Per quarter-hour or fraction thereof - Also applies to at Fair Grounds	\$22.05
Mileage	\$36.90 per mile or fraction thereof. - In all cases, mileage shall be computed from the point of pickup to the point of delivery.
Fuel Fluctuation Rate - When diesel fuel exceeds \$5.10 per gallon or gasoline exceeds \$4.25 per gallon as invoiced, a surcharge of \$0.25 per mile of transport may be added to the mileage rate.	
An ambulance shall provide 15 minutes at no charge at both points of pickup and point of delivery. After this time, an ambulance agency may charge \$22.05 per quarter-hour or a fraction thereof thereafter. On round trips, an ambulance shall provide thirty (30) minutes at no charge from the time the ambulance reaches the point of delivery until starting the return trip. At the expiration of the thirty (30) minutes, the ambulance service may charge \$22.05 per quarter hour or fraction thereof thereafter.	
Supplies Used	Three (3) times the cost of supplies used as determined by the Fire Chief
Use of Extrication Equipment	

Emergency Medical Services ^{1, 2}	Fees
Light Extrication Equipment (Use of hand tools)	\$100.00 per hour or any portion of a half-hour (one-hour minimum charged)
Heavy Extrication Equipment (Use of power equipment)	\$150.00 per hour or any portion of a half-hour (one-hour minimum charged)
Extra Heavy Extrication Equipment (Use of multiple pieces of equipment)	\$250.00 per hour or any portion of a half-hour (one-hour minimum charged)
Ambulance Standby ⁴ (2- person crew)	\$110.00 per hour or any portion of a half-hour, the amount includes personnel costs (one-hour minimum charged with each call)
Medical Standby Personnel with no ambulance	\$35 per hour per person
Subpoena of Ambulance Documents (per Labor Commission)	\$21.16 plus \$0.53 per copy
Hospital requested and funded the transportation of Medicare patients from Bear River Valley Hospital to another hospital for testing and then returned the patient to Bear River Valley Hospital.	Bear River Valley Hospital shall be responsible for 60% of the regular charge for advanced life support fee and round-trip mileage.

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

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

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

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

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

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

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

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

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

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

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

Section 7 Food Pantry Fees.

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

Section 8 Garbage & Recycling Collection Service Fees.

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

Garbage Collection Services ¹	Fees
Garbage Collection Fees	
Monthly Pickup	\$10.70
Each Additional Can ²	~~\$10.70~~ \$6.50
Garbage Can Purchase ³	\$150.00

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

the *Revised Ordinances of Tremonton City Corporation*, Commercial Unit/Users is defined as an enterprise, such as a business, commercial, industrial, institutional, association, corporation, manufacturer, hotel, motel, resort, governmental entity, church, school, etc. Commercial User also includes a home or development **that meets at least one of the following criteria**: a trailer within a trailer park, a home located on a private street (not including private drives, i.e., flag lots) or private parking lot, a multi-family dwelling of four (4) or more units. A Commercial User shall also be any development that City staff and Contractor determine to have characteristics similar to the criteria contained herein.

In accordance with Section 10-418 (1) of the *Revised Ordinances of Tremonton City Corporation*, all occupants of Residential Units within City limits shall pay a service charge for the collection and disposal of Residential Solid Waste as adopted by rate resolution by the City Council. Service charges shall apply to all occupants of Residential Units whether or not they elected to haul their Residential Solid Waste. Occupants who shall vacate their Residential Unit for a time and have their water turned off by the City may, prior to their leaving, have their Residential Solid Waste service temporarily discontinued by contacting the City Office and requesting their Residential Solid Waste Container be picked up.

² Note: Property owners that request an additional can are not required to pay for the purchase costs of the additional garbage can. Property owners that request additional cans shall be billed for the additional can a minimum of three (3) consecutive months.

³ Note: Property owners are required to pay the purchase costs associated with the first garbage can, with Tremonton City retaining ownership of the garbage can. Tremonton City maintains and replaces garbage cans at the City's expense when the garbage cans are damaged, faulty, or inoperable as a result of normal wear or aging under ordinary operating conditions, as determined solely by the Public Works Director or City Treasurer. Property owners shall be responsible for replacing garbage can if the Public Works Director or City Treasurer determines at their sole discretion that garbage can needs to be replaced due to negligence of the property owner, which may include but is not limited to: overloading the garbage can, leaving the garbage can on the street for extended periods of time in violation of City ordinance, placing hot coals in garbage cans, etc.

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

Recycling Collection Services ^{1, 2}	Fees
Recycling Collection Fees	
Monthly Pickup (on a biweekly basis)	\$5.50
Each Additional Can	Not available

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

the *Revised Ordinances of Tremonton City Corporation*, Commercial Unit/Users, is defined as an enterprise, such as a business, commercial, industrial, institutional, association, corporation, manufacturer, hotel, motel, resort, governmental entity, church, school, etc. Commercial User also includes a home or development **that meets at least one of the following criteria:** a trailer within a trailer park, a home located on a private street (not including private drives, i.e., flag lots) or private parking lot, a multi-family dwelling of four (4) or more units. A Commercial User shall also be any development that City staff and Contractor determine to have characteristics similar to the criteria contained herein.

In accordance with Section 10-418 (2) of the *Revised Ordinances of Tremonton City Corporation*, all occupants of Residential Units within the City limits that elect to have Recycle Waste collection and disposal service shall pay a service charge for said service as adopted by rate resolution by the City Council. Occupants who shall vacate their Residential Unit for a time and have their water turned off by the City may, prior to their leaving, have their Recycle Waste service temporarily discontinued by contacting the City Office and requesting their Residential Recycle Waste Container be picked up.

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

Section 9 Justice Court Fines & Fees.

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

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
Revised Ordinance Violations				
6-204	Sales and Use Tax Violation	MB	\$500.00	
8-111	Construct, Excavate, Erect on any property owned or controlled by this City, or to enter the property of this City contrary to posted or marked use.	MB	\$500.00	
8-224	Burial and Disinterment	MB	\$680.00	
8-234	Injury to Cemetery Property	MB	\$680.00	
8-511	Smoking or Alcohol in City Parks	INF	\$100.00	
8-526	City Park Violation	INF	\$250.00	
8-619	Skate Park	INF	\$250.00	
8-671	Splash Pad Violation	INF	\$250.00	
8-713	Penalty for Violating Tree Ordinance	INF	\$100.00	
8-817	Tennis Court Violation	INF	\$250.00	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
8-905	Violation of Conservation Easement and Public Access Easement	INF	\$250.00	
8-1000	Claiming or Reserving of Public Property for Viewing a Parade or Special Event	INF	\$25.00	
9-112	Doing Business Without a License	INF	\$300.00	
9-412	License Required - Alcohol Sales	MB	\$680.00	
9-461	Permit Required - Live Entertainment	MB	\$250.00	
9-495	Violation of Regulations regarding Tobacco and Paraphernalia in Non-Tobacco Specialty Store	MB	\$1,000.00 ³	
9-566	Failure to Comply with Plumbing Inspector	INF	\$250.00	
9-577 (1)	Plumbing Code Violation by Owner/Manager	INF	\$250.00	
9-577 (2)	Plumbing Code Violation by Person receiving payment or anything of value	INF	\$500.00	
9-745	Running a Sexually Oriented Business Without a License	MB	\$680.00	
9-748	Violation of Sexually Oriented Business Each day shall be a separate offense	MB	\$500.00	
9-805	Solicitation Prohibited Without Permit	MB	\$680.00	
9-821	Residential Solicitation Violation	INF	\$1000.00	
10-134	Interference with Firemen	MB	\$680.00	
10-135	Unlawful Interference with Officers, Apparatus, Water, Etc.	MB	\$680.00	
10-139	False Alarm (Fire)	MB	\$300.00	
10-160	Violation of International Fire Codes ⁴	MB	\$300.00	
10-187	Controlled Burning Regulation	INF For each Offense	\$100.00	
10-190	Open Fires - Recreational/Preparing Food	INF	\$100.00	
10-223	Unwholesome Food	MC	\$200.00	
10-224	Vacating Premises	INF	\$100.00	
10-321	Abatement of Weeds	INF	\$300.00	
10-323	Weed Control	INF	\$300.00	
10-330	Maintaining a Nuisance	INF	\$150.00	
10-331	Nuisance on Property	INF	\$150.00	
10-332	Duty of Maintenance of Private Property	INF	\$150.00	
10-333	Storage of Personal Property	INF	\$100.00	
10-359	Administrative Notices – Hearings – Disposal of Nuisance – Lien – Penalty for Failure to Comply	MC	\$150.00	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
		Each Day is a new Offense		
10-412	Accumulation of Garbage	INF	\$50.00	
10-417	Removal of Emptied Garbage Cans	INF	\$100.00	
10-432	Litter in Public Places	INF	\$100.00	
10-436	Litter Thrown by Persons in Vehicles	INF	\$100.00	
10-438	Litter in Parks	INF	\$100.00	Y
10-439	Litter in Lakes and Fountains	INF	\$100.00	
10-440	Handbills	INF	\$100.00	
10-440	Handbills and Posters	INF	\$100.00	
10-448	Litter on Vacant Lots	INF	\$100.00	
11-210	Motorized Devices	INF for Each Offense	\$200.00	
11-356	Overflowing Water on Public Property	INF	\$100.00	
11-361	Removal of Snow	INF	\$100.00	
11-362	Placing Trash or Other Obstructions in Streets, Gutters, and Sidewalks	INF	\$100.00	
11-363	Openings in Streets	INF	\$100.00	
11-364	Doors Opening into Streets	INF	\$100.00	
11-365	Discharge of Water on Streets	INF	\$100.00	
11-366	Crossing at Intersection	INF	\$100.00	
11-367	Businesses to Keep Sidewalk Clean	INF	\$100.00	
11-369	Placing Goods on Sidewalk for Receipt or Delivery	INF	\$100.00	
11-370	Obstructing Free Passage of Sidewalks	INF	\$150.00	
11-371	Obstructing Free Passage of Sidewalks	INF	\$150.00	
11-410	Structures in Public Ways	INF	\$300.00	
11-416	Excavation Permit	INF Each Day is a new Offense	\$300.00	
13-204	Interfering with Officers	INF	\$680.00	
13-239	Dog Disturbing Neighborhood ⁷	INF	\$50.00	
13-301	No Dog License	INF	\$50.00	
13-304	No Kennel License	INF	\$50.00	
13-305	Number of Animals Per Residence ⁷	INF	\$100.00	
13-401	Nuisance Animals ⁷	INF	\$100.00	
13-403	Animal Trespass ⁷	INF	\$50.00	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable ²
13-404	Female Animals in Heat	INF	\$50.00	
13-405	Possession of a Potentially Dangerous Animal ⁷	INF	\$100.00	
13-406	Failure to Properly Confine a Potentially Dangerous Animal ⁷	INF	\$100.00	
13-407	Dog Running at Large	INF	\$50.00	Y
13-413	Restraint of Guard & Attack Dogs	INF	\$500.00	
13-414	Aggressive Animal ⁷	INF	\$500.00	
13-601	Rabies Vaccination Requirement	INF	\$50.00	
13-701	Cruelty to Animals	MB	\$300.00	Y
13-803	Animal Enforcement – Unless designated otherwise by the laws of the State of Utah	MC For Each Day in Violation		
14-122	Illegal Water Turn on Fine	MB	\$200.00	
14-134	Scarcity of Water Proclamation Violation	INF	1 st - \$75.00 2 nd - \$150.00 3 rd - \$300.00	
14-137	No Permit for Installation of a Water Meter	MC	\$150.00	
14-260	Industrial Pretreatment Fine	MB	\$1,750.00	
15-201	Parallel Parking	INF	\$50.00	
15-203	All Night Parking Prohibited	INF	\$50.00	
15-204	Double Parking Prohibited	INF	\$50.00	
15-205	Unlawful to Park - Red Curb	INF	\$50.00	
15-206	Disabled Vehicle	INF	\$50.00	
15-208	Approach to Parking Space	INF	\$100.00	
15-209	Parking in Alleys	INF	\$50.00	
15-211	Parking Prohibited	INF	\$50.00	
15-212	Parking on Walk or Curbing	INF	\$50.00	
15-213	Parking During Winter Months	INF	1 st - \$25.00 2 nd - \$50.00	Y
15-214	2 Hour Parking Limit	INF	\$50.00	
15-219	Commercial Vehicle Prohibited Parking	INF	\$50.00	
15-221	Recreation Vehicles Prohibited Parking	INF	\$50.00	
15-222	Use of Front Yard for Parking Prohibited	INF	\$50.00	
15-223	Vehicles Displayed for Sale	INF	\$50.00	
15-224	Bear River High School Parking	INF	\$25.00	
15-302	Intoxicated Person in Vehicle	MC	\$50.00	
16-001	Advertisements - Posting Without Permission	INF	\$100.00	

City Consolidated Bail Schedule				
Ordinance	Description	Severity ¹	Recommended Bail Amount ⁸	Enhanceable²
16-002	Advertisements - Tearing Down or Defacing	INF	\$100.00	
16-004	Air Guns, Sling Shots, Etc. Prohibited	MC	\$100.00	
16-009	Curfew	INF	\$150.00	
16-009A.	Truancy	INF	Minor \$50.00 Adult \$50.00-\$500.00 ⁵	Y
16-010	Discharge of Firearm Within Tremonton City Limits	MC	\$250.00	
16-011	Disturbing the Peace	MC	\$350.00	
17-102	Uniform Utah Criminal and Traffic Codes ⁶	See State Bail Schedule	See State Bail Schedule	
Land Use Code Violations				
1.02.060	Non-Conforming Structures, Uses, and Signs	INF	\$100.00	
1.17.010	Off-Street Parking Required	INF	\$50.00	
1.17.060	Maintenance of Parking Lots	INF	\$100.00	
1.18.010	Landscaping, Buffering & Fencing	INF	\$100.00	
1.19.010	Supplementary Regulations	INF	\$100.00	
1.19.065	Keeping Chickens	INF	\$50.00	
1.20.010	Noise Regulations	INF	\$100.00	
1.22.010	Communication Facilities Permit Required	INF	\$200.00	
1.23.010	Renewable Energy Systems Permit Required	INF	\$200.00	
1.24.010	Home Occupation Permit Required	INF	\$200.00	
1.25.010	Conditional Use Permit Required	INF	\$200.00	
1.26.010	Site Plan Permit Required	INF	\$200.00	
1.27.010	Sign Permit Required	INF	\$200.00	
1.28.010	Building Permit Required	INF	\$200.00	
1.28.015	Sidewalk Required	INF	\$200.00	
2.03.206	Subdivision Violation	INF	\$200.00	

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

¹ Note: Severity levels: MB = Class B Misdemeanor; MC = Class C Misdemeanor; INF = Infractions

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

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

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

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

Section 10 Library Fees.

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

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

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

Section 11 Parks & Recreation Fees.

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

Park Services ¹	Fees
Diamond Reservations ²	
Security Deposit ³	\$50.00
Per Diamond Rental Per Hour	\$5.00
Per Diamond Rental Per Day	\$30.00
Lights for baseball/softball fields	\$5.00 per hour per field
Additional ball diamond field prep ³	\$10.00 per diamond
Cleanup ⁴	\$25.00 per hour (if required)

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

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

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

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

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

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

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

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

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

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

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

Section 12 Police Department Fees.

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

General Police Services	Fees
Paper Service	\$30.00
Reports - Minimum for up to 10 Pages	\$10.00 plus \$0.25 for each additional page
Photos/CD - Minimum for up to 5 (4" x 5") Photos	\$20.00 plus \$2.00 for each additional photo
Audio/video - Minimum for Tape and 1 Hour of Dubbing	\$20.00 plus \$10.00 each additional hour of dubbing
Fingerprinting	\$10.00
Bike Licenses/Replacement of License	\$2.50
Non-Criminal Intoxilyzer Testing	\$10.00
Sex Offender Registration	\$25.00
Transportation/Mileage Fees	Current IRS mileage reimbursement rate – Owner/contract agency to pay all Transportation/mileage costs associated with their animal
Juvenile Transport to Attention Facility	\$50.00 ¹

General Police Services	Fees
Citizen Transport from Hospital to Location in Tremonton City	\$20.00 ¹
Private Security	\$40.00 per hour per officer or actual cost, whichever is greater
Nuisance Control	If bankruptcy is taken out on a property that has received charges for weed control, Tremonton City will implement a lien on real property for charges incurred in excess of \$100.00 for the amount due

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

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

Animal Control Services	Fee
Afterhours call-out (for cities that contract with Tremonton City for animal control services)	\$100.00
Chicken Keeping Application (up to 12 Hens)	No fee unless in violation
Dog License ¹	
Spayed/Neutered	\$10.00
Non-Spayed/Non-Neutered	\$30.00
License Late Fee (After March 31 st)	\$15.00
Duplicate License	\$5.00
Dog License Senior Citizens Owner	
Spayed/Neutered	\$10.00 (one-time fee)
Non-Spayed/Non-Neutered	\$30.00 (one-time fee)
Kennel ²	\$75.00
Animal Impounds	
1 st Offense- Resident	\$25.00
2 nd Offense- Resident	\$50.00
3 rd Offense- Resident	\$75.00
Non-Resident	\$50.00
Trespass Damage	Appraisement
Transportation/Mileage Fees	Current IRS mileage reimbursement rate – Owner/contract agency to pay all Transportation/mileage costs associated with their animal
Adoption Fee ³	\$15.00
Boarding Fee/Holding	\$10.00 per day
Owner Relinquishment Fee	
Residents	~~\$30.00~~ \$30.00 per animal

Animal Control Services	Fee
Non-Residents	~~\$50.00 per animal~~ <u>Service Not Available</u>
Litter Fee for dogs ⁴	
Resident	\$30.00
Non-Resident	\$65.00
Litter Fee for Cats ⁴	\$30.00
Additional littermates	\$5.00
Euthanasia Fee	
Resident	\$30.00
Non-Resident	\$50.00
Quarantine Fee (10 days)	\$75.00 per animal
After the ten days	\$10.00 per day per animal
Veterinarian	Owner /contract agency to pay all Veterinarian cost associated with their animal
Dead Pet Disposal	\$50.00 under 30 lbs. (dog and cats only) \$100.00 over 30 lbs. (dog and cats only)
Cat Trap Permit	\$10.00 Allow permit holder five days to catch cats on their property only. Permit holder would use their own Animal Control Officer approved live trap
Cat Trap Rental Fee	\$20.00 Allow permit holder five days to catch cats on their property only. Includes rental of City live trap for five days.

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

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

³ Note: Adoption will include a dog license for the current year upon receipt of proof of Rabies and Spray/Neuter Certificate. Adopter will be responsible for all Spray/Neuter Fees and

Rabies shots. The State of Utah that all Felines (cats) and Canine (dogs) adopted from a Shelter or Animal Rescue be Sprayed/Neutered and be current on a Rabies inoculation.

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

Section 13 Public Works Fees.

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

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

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

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

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

Storm Drain Services	Fee
Storm Drain	\$4.00

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

Residential Water Services ¹	Fees
Culinary Water Rates	
Culinary Water Base Rate ⁹	\$18.90 per month
Tier 1: 0 –10,000 Gallons per month use	\$1.50 per thousand gallons

Residential Water Services¹	Fees
Tier 2: 10,001 – 40,000 Gallons per month use	\$1.75 per thousand gallons
Tier 3: 40,001 – 70,000 Gallons per month use	\$2.50 per thousand gallons
Tier 4: 70,001 – 100,000 Gallons per month use	\$3.00 per thousand gallons
Tier 5: 100,001 – 130,000	\$3.50 per thousand gallons
Tier 6: Above 130,001	\$4.00 per thousand gallons
Non-Resident Rate	Twice the Residential and Institutional Base Rate, Water Use Rates same
New construction ²	Same as the Residential and Institutional Base Rate and Water Use Rates
Culinary Water Rates with Secondary (May thru October Billing) ¹⁰	
Culinary Water Base Rate	\$18.90 per month
Tier 1: 0 – 10,000 Gallons per month use	\$1.50 per thousand gallons
Tier 2: 10,001 – 40,000 Gallons per month use	\$3.25 per thousand gallons
Tier 3: 40,001 – 70,000 Gallons per month use	\$5.00 per thousand gallons
Tier 4: 70,001 - 100,001 Gallons per month use	\$6.50 per thousand gallons
Tier 5: 100,001 – 130,000 Gallons per month use	\$8.00 per thousand gallons
Tier 6: Above 130,001 Gallons per month use	\$9.50 per thousand gallons
Deposit Fee for Renters ³	\$75.00
Financial Penalty for Illegal Turn-on ⁴	\$100.00
Convenience Turn-on Fee ⁵	
During City business hours	\$25.00
After City business hours	\$75.00
Weekends or Holidays	Not permitted
Service Fee ⁶	
During City business hours	\$35.00
After City business hours	\$75.00
Weekends or Holidays	\$100.00
Investigative Bacteriological Lab Sampling Fees	\$24.00
Secondary Water Rates (May thru October Billing) ¹⁰	
Secondary Water Base Rate	\$10.00 per month
Tier 1: 0 – 30,000 Gallons per month use	\$1.25 per thousand gallons
Tier 2: 30,001 – 60,000 Gallons per month use	\$1.75 per thousand gallons
Tier 3: 60,001 – 90,000 Gallons per month use	\$2.25 per thousand gallons
Tier 4: 90,001 – 120,000 Gallons per month use	\$2.75 per thousand gallons
Tier 5: Above 120,001 Gallons per month use	\$3.25 per thousand gallons
Call-Out Services ⁸	Actual costs
Installation of a Water Meter without a permit	\$75.00 ⁴

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

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

- ² Note: New construction rates mean a water connection during the construction, but only until an occupancy permit is issued. Once an occupancy permit is issued, all utilities must be signed up for and all appropriate charges assessed.
- ³ Note: Deposit is to be applied to the Renter's ending utility balance when they vacate the property. The City shall automatically process a refund check if a Renter's deposit balance is \$3.00 or greater after applying the Renter's deposit to the Renter's ending utility balance. Otherwise, the City shall only process refund checks for a Renter's deposits that have an ending balance of less than \$3.00 upon request by the individual or entity. If the individual or entity does not request a refund check for a Renter's deposit with an ending balance of less than \$3.00, the unrequested amount shall be considered a contribution to the City.
- ⁴ Note: Section 14-146 of the *Revised Ordinance of Tremonton City* prescribes the process for addressing situations when the water has been turned off from the premises for nonpayment of water charges or other violation of the ordinances, rules, or regulations, and the water has been turned back on or used without authorization from the Treasurer, Public Works Director, or designee.
- ⁵ Note: Convenience Turn-on Fee allows for water services to be temporarily turned on for up to twenty-four (24) hours. This service is typically limited to potential homebuyers who would like to have the water turned on, so the home's plumbing can be checked.
- ⁶ Note: Service fees are to be assessed once the City has started the process of disconnecting a citizen for non-payments. The fee includes the costs associated with generating a list of water disconnects, coordinating the disconnection of services, and reconnecting the water service once the City receives payment. Some citizens may not be disconnected when payment is made, and that during the winter season, finding the water meter requires more labor and equipment, etc.
- ⁷ Note: Agreement must be signed by citizens and Tremonton City in order to use secondary water. A citizen must pay one full year of rates after the agreement is signed.
- ⁸ Note: Call out services will be assessed for after hours and on weekends for disruptions attributed to the user or activity of the users causing it to break or need to be repaired after regular City service hours. Failure to pay will result in the City exercising its right to collect, including water shut-off for non-payment. No charge will be assessed for breaks or ruptures that are a natural occurrence that constitutes the need for an emergency repair.

⁹ Note: In Resolution No. 10-30, the Tremonton City Council authorized a reduction of fifty percent (50%) of the Tremonton City Base fee for water and sewer monthly utility bills for military personnel called up to active duty from Tremonton City. No reduction will be given toward water overage, storm drain, garbage, or recycle. The reduction will not be retroactive. To qualify for the reduction, the person deployed must be a resident of Tremonton City; part of the head of the household or otherwise responsible for the utility bill; a member of the U.S. Military, National Guard or Reserve; and deployed away from home in the service of the United States of America. Documenting eligibility shall be established by the person or family member bringing a copy of the United States Military deployment papers (orders) to the City Office and other documentation deemed necessary by City staff to establish eligibility. A copy of this documentation or record of receiving such will be kept in the City Office. The reduction toward utility fees shall become effective on the next utility billing due date after eligibility is documented and shall remain in effect to the return date noted on the deployment papers (orders). If the return date is before the date listed on the deployment papers (orders), notification to the City of the change shall be made within fifteen (15) days of the occurrence. Failure to do so may result in a back charge. The City Council or City Staff may deny or terminate such reduction when it is determined that the person requesting the reduction does not meet the terms or intent expressed in this Resolution. The City Council may at any time rescind Resolution No. 10-30.

¹⁰ Note: *Culinary Water Rates with Secondary (May thru October Billing) and Secondary Water Rates (May thru October Billing)* shall be accessed one (1) year after secondary water mains are charged with water or if there is any secondary water usage, whichever occurs first.

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

Water Connection Fees¹		
Connection Sizes	Fees	Maximum Units Per Connection Size
¾"	\$350.00 or at City's cost, whichever is greater	Maximum 2 Units
1"	\$450.00 or at City's cost, whichever is greater	Maximum 4 Units
1 ½"	\$1,970 or at City's cost, whichever is greater	To be determined by City ²
2"	\$1,970 or at City's cost, whichever is greater	To be determined by City ²
3" and larger	Undeveloped connection fee cost should be at the current City parts cost for the required parts at the time of installation	To be determined by City ²

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

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

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

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

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

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

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

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

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

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

Industrial, Institutional, & Commercial Water & Sewer Services ¹	Fees
Culinary Water Rates for Indoor Rates	
Base Rate	\$18.90 per month
Water Use	\$1.50 per thousand gallons
Water Rates for Outdoor Use (without Secondary Water Available)	
Base Rate	\$18.90 per month
Tier 1: 0 – 10,000 Gallons per month use	\$1.50 per thousand gallons
Tier 2: 10,001 – 40,000 Gallons per month use	\$1.75 per thousand gallons
Tier 3: 40,001 – 70,000 Gallons per month use	\$2.50 per thousand gallons
Tier 4: 70,001 – 100,000 Gallons per month use	\$3.00 per thousand gallons
Tier 5: 100,001 – 130,000 Gallons per month use	\$3.50 per thousand gallons
Tier 6: Above 130,001 Gallons per month use	\$4.00 per thousand gallons
Culinary Water Rates with Secondary (May thru October Billing) ⁴	
Culinary Water Base Rate	\$18.90 per month
Tier 1: 0 – 10,000 Gallons per month use	\$1.50 per thousand gallons
Tier 2: 10,001 – 40,000 Gallons per month use	\$3.25 per thousand gallons
Tier 3: 40,001 – 70,000 Gallons per month use	\$5.00 per thousand gallons
Tier 4: 70,001 – 100,000 Gallons per month use	\$6.50 per thousand gallons
Tier 5: 100,001 – 130,000 Gallons per month use	\$8.00 per thousand gallons
Tier 6: Above 130,001 Gallons per month use	\$9.50 per thousand gallons
Secondary Water Rates (May thru October Billing) ⁴	
Secondary Water Base Rate	\$10.00 per month
Tier 1: 0 – 30,000 Gallons per month use	\$1.25 per thousand gallons
Tier 2: 30,001 – 60,000 Gallons per month use	\$1.75 per thousand gallons
Tier 3: 60,001 – 90,000 Gallons per month use	\$2.25 per thousand gallons
Tier 4: 90,001 – 120,000 Gallons per month use	\$2.75 per thousand gallons
Tier 5: Above 120,001 Gallons per month use	\$3.25 per thousand gallons
Investigative Bacteriological Lab Sampling	\$24.00
Sampling Used for Treatment Billings	
BOD	\$35.00
COD	\$30.00
TSS	\$18.00
pH	\$17.00
FOG (Fats, Oils, and Grease)	\$65.00
Wastewater Treatment Rates	
Base Rate: ~~First 12,800 gallons used~~	\$28.30 ³
Overage Rate: ~~Above 12,800 gallons~~	\$1.15 per thousand gallons
Sewer Collection Lines	\$5.50
Industrial Pre-treatment Rates	

Industrial, Institutional, & Commercial Water & Sewer Services ¹	Fees
BOD in excess of 300 ml/liter	\$0.30 per pound
TSS in excess of 300ml/liter	\$0.30 per pound
Grease and Oil in excess of 100 ml/liter	\$0.40 per pound
Industrial Pretreatment Administrative Fines	
Individual	\$875.00 ²
Corporation, Partnership, or any other entity user	\$875.00 ²
Civil Fine Pass-Through Recovery	Total Fines and Penalties ³

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

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

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

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

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

Deduct Meter Fees ¹	Fees
Installation	Owners sole responsibility
Meter Setters	May be optionally purchased at City's cost
Meter Box	May be optionally purchased at City's cost
Meter Box Rings	May be optionally purchased at City's cost
Meter Box Lid	May be optionally purchased at City's cost
Connectors	May be optionally purchased at City's cost
Master Meter with 3G Dialog	Must be purchased from Tremonton City

Deduct Meter Fees ¹	Fees
Meter Size ² (Materials):	
3/4"	\$255.00 or at City's cost, whichever is greater ¹
1"	\$350.00 or at City's cost, whichever is greater ¹
1 ½"	\$1970.00 or at City's cost, whichever is greater ¹
2" and above	\$1970.00 or at City's cost, whichever is greater ¹

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

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

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

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

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

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

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

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

Excavation Permits in Public Way/Pavement Cut Permits¹	Fees
Encroachment Permit	\$75.00
Non-paved Excavation	\$150.00
Cuts in Paved Surfaces	\$150.00
Unauthorized Excavation in City Right of Ways ²	\$150.00 plus pavement cut permit fee
Excavation Bond	Must also provide a surety bond with the City having the right of action on payment for the amount of construction. Bond to be deposited with the City Treasurer and refunded 18 months after completion of the construction.

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

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

Section 14 Recorder's Office Fees.

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

Recorder's Office General Services	Fees
Annexations	
Annexation Petition Filing Fee	\$300.00 and an \$800 Deposit
State Required Publication/mailing fees	Actual Costs with a minimum \$500.00 Deposit
Election Filing Fees	\$50.00
Recording Fees	No charge, the cost of recording is included in the already paid Development Application Fee.
Distribution of Advertising	
Annual Permit	\$40.00
Police Investigation (One Time Fee)	\$25.00
Application for disposal of City Real Property	\$250.00 ¹

¹ Note: In accordance with *Section 8-102-4 (7) and (8) of the Revised Ordinance of Tremonton City Corporation*, the Applicant shall also be required to pay/reimburse the City for any additional costs associated with the disposition of the property, such as surveying costs, etc. When applicable, the Applicant shall also be required to pay the fees associated with vacating, altering, or amending a subdivision plat or for vacating street, right-of-way, or easement as contained in *Section 5.1 Development Application Review Fees*.

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

Cemetery Open & Close Services ¹	Fees
Weekday	
Resident Adult or Infant	~~\$400.00~~ <u>\$500.00</u>
Non-Resident Adult or Infant	~~\$600.00~~ <u>\$1,000.00</u>
Weekends and Holidays	
Resident Adult or Infant	~~\$600.00~~ <u>\$750.00</u>
Non-Resident Adult or Infant	~~\$800.00~~ <u>\$1,500.00</u>
Cremation: Weekday	
Resident	~~\$400.00~~ <u>\$500.00</u>
Non-Resident	~~\$600.00~~ <u>\$1,000.00</u>
Cremation: Weekends and Holidays	
Resident Adult or Infant	~~\$600.00~~ <u>\$750.00</u>
Non-Resident Adult or Infant	~~\$800.00~~ <u>\$1,500.00</u>
Exhumation: Weekday	~~\$1,000.00~~ <u>\$1,500.00</u>
Exhumation Cremation: Weekday	~~\$1,000.00~~ <u>\$1,500.00</u>
Burial Permit	No charge
Transfer of Burial Rights	\$50.00 per certificate

¹ Note: No graves to be opened on Sunday.

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

Cemetery Lot Sale ¹	Fees
Resident ²	~~\$400.00~~ <u>\$600.00</u>
Non-Resident	~~\$800.00~~ <u>\$1,200.00</u>

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

² Note: Per City Council Meeting October 17, 2006, any person who has served Tremonton City as Mayor, City Council Member, or on a board or commission recognized and approved

by the Tremonton City Council shall be classified as a permanent resident for the purposes of purchasing a cemetery lot for themselves and/or their spouse.

Section 15 Senior Center Fees.

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

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

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

Senior Center Rental ^{1, 2}	Fees
Multi-Purpose Room with Kitchenette –Main Floor	
Security Deposit ³	\$200.00 per event
Weekday or Weekday Evening (4 Hour Maximum)	\$50.00
Weekend Partial Day (4 Hour Maximum)	\$50.00
Weekend Half Day (6 Hour Maximum)	\$100.00
Weekend Full Day (More than 6 Hours)	\$150.00
Meeting Room with Kitchenette-Upstairs	
Security Deposit ³	\$200.00 per event
Weekday (4 Hour Maximum)	\$25.00
Weekend Partial Day (4 Hour Maximum)	\$25.00
Weekend Half Day (6 Hour Maximum)	\$50.00
Weekend Full Day (More than 6 Hours)	\$75.00

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

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

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

Section 16 Treasurer's Office Fees.

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

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

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

Appendix 1- Business License Fees

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

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

Business Licenses	Base Cost of Service
General Business License Fees ^{Note 1}	
Initial Business Licenses Application Fee	\$35.95
Annual Renewal Business License Fee	\$17.60
Late Financial Penalty for Annual Renewal Business Licenses	\$13.50
Replacement of Business Licenses	\$6.60
Home Occupation Business License Fees ^{Note 1, 2}	
Initial Home Occupation Business License Application Fee/Zoning Approval	No Charge
Annual Renewal Home Occupation Business License Fee	No Charge
Late Financial Penalty for Home Occupation Business Licenses	No Charge
Replacement of Business Licenses	No Charge
Beer License Fees	
Initial Beer License Application Fee	\$17.60
On-Premise	\$284.60
Off-Premise	\$284.60
Cabaret	\$284.60
Annual Renewal Beer License Fee	
On-Premise	\$17.60
Off-Premise	\$17.60
Cabaret	\$17.60
Residential Solicitation	
Transient/Peddlers/Itinerant Merchants License	\$36.48

¹ Note: Per Utah Code Annotated 10-1-203 (9), the Business License Officer shall transmit the information from each approved business license application to the county assessor within

60 days following the approval of the initial business license application.

² Note: Tremonton City requires Home Occupations to be licensed but shall not charge a fee associated with base administrative costs for issuing business licenses as contemplated and consistent with Utah Code 10-1-203 (7) and (8).

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

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

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

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

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

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

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

TREMONTON CITY
CITY COUNCIL MEETING
November 15, 2022

TITLE:	Discussion and consideration of adopting Resolution No. 22-65 authorizing the Fire Department to purchase a Rosenbauer Fire Truck
FISCAL IMPACT:	The City received a \$636,379 bid for a fire engine from Rosenbauer. The City may deduct \$12,470 if it pays Rosenbauer \$324,973 when the chassis arrives at the South Dakota plant for a total cost of \$623,909. The estimated delivery time to complete the chassis for the Rosenbauer Fire Engine is December of 2023, with the fire engine being completed in the Spring of 2024
PRESENTER:	Fire Chief

Tremonton City has completed the payments associated with the 2017 Rosenbauer Rescue Engine. The Tremonton Fire needs a new fire truck to replace a 1995 E1 Fire Engine (Engine 31) that has approximately 35,000 miles. The Fire Chief has sought bids from several fire truck dealers, including Pierce and Rosenbauer. The City received a \$730,000 bid for a fire engine from Pierce. The City also received a \$636,379 bid for a comparable fire engine from Rosenbauer. The City may deduct \$12,470 if it pays Rosenbauer \$324,973 when the chassis arrives at the South Dakota plant for a total cost of \$623,909. The estimated delivery time to complete the chassis for the Rosenbauer Fire Engine is December of 2023, with the fire engine being completed in the Spring of 2024.

RESOLUTION NO. 22-65

A RESOLUTION AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE A ROSENBAUER FIRE TRUCK

WHEREAS, fire trucks are an essential piece of equipment for the Tremonton City Fire Department; and

WHEREAS, Tremonton City has completed the payments associated with the 2017 Rosenbauer Rescue Engine; and

WHEREAS, the Tremonton Fire needs a new fire truck to replace a 1995 E1 Fire Engine (Engine 31) that has approximately 35,000 miles; and

WHEREAS, this 1995 E1 Fire Engine (Engine 31) is reaching the end of its service life, and the fire truck is used to respond to emergencies for both medical and fire; and

WHEREAS, the Fire Chief has sought bids from several fire truck dealers, including Pierce and Rosenbauer; and

WHEREAS, the City received a \$730,000 bid for a fire engine from Pierce; and

WHEREAS, the City received a \$636,379 bid for a comparable fire engine from Rosenbauer; and

WHEREAS, the City may deduct \$12,470 if it pays Rosenbauer \$324,973 when the chassis arrives at the South Dakota plant for a total cost of \$623,909; and

WHEREAS, the estimated delivery time to complete the chassis for the Rosenbauer Fire Engine is December of 2023, with the fire engine being completed in Spring of 2024; and

WHEREAS, the City's purchasing policy requires that the City Council authorize a vehicle purchase.

NOW, THEREFORE BE IT RESOLVED that the Tremonton City Council authorizes the Fire Department to purchase a Rosenbauer Fire Truck as attached in Exhibit "A" through Exhibit "F."

FURTHER, BE IT RESOLVED that the Rosenbauer Fire Truck will be used to respond to emergencies for both medical and fire, and the City Council has determined that the expense for the fire truck shall be paid equally from general governmental funds (likely from Fund 41 Vehicles/Equipment Capital Project) and ambulance related revenues in Fund 28.

ADOPTED AND PASSED by the City Council of Tremonton, Utah, this 15th day of November 2022. This Resolution shall become effective upon adoption and passage by the City Council.

TREMONTON CITY CORPORATION

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A" CONTRACT

Tremonton Fire Department
95 South 100 West
Tremonton,, Utah 84337



Date: September 16, 2022

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Tremonton Fire Department, hereinafter called the Buyer and an officer of Rosenbauer South Dakota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$636,379.00 each
If chassis amount of \$324,973.00 is paid upon arrival at the South Dakota plant deduct \$12,470.	
Gross due upon completion and delivery total	TOTAL \$636,379.00

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY:

The estimated delivery time for the completed apparatus, is to be made 480 days after receipt of and approval of this contract duly executed, (chassis and (or) major components must arrive within 365 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

CONTRACT CHANGES:

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus require or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

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info@rosenbaueramerica.com

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100 THIRD STREET
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5181 260TH STREET
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P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
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WYOMING, MINNESOTA 55082
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622



PAYMENT TERMS:

Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

TITLE:

The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

PIGGY BACK ORDERS:

The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries.

MISCELLANEOUS PROVISIONS:

This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venue in South Dakota. The parties agree that the agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

Dealer: Graham Fire

Sales Rep: Kent Graham
Kent Graham

Buyer:

We accept the above proposal and
enter into contract with signature below.

Title: _____

Title: _____

Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

Rosenbauer South Dakota, LLC

Title: _____

Date

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APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis 0-60 days
RBA Aerial 0-60 days
Rosenbauer Body 0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis 61-75 days
RBA Aerial 61-75 days
Rosenbauer Body 61-120 days

Change Window #3

changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis 76-120 days
RBA Aerial 76-120 days
Rosenbauer Body 121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis After 120 days
RBA Aerial After 120 days
Rosenbauer Body After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: _____

www.rosenbaueramerica.com

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ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
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WYOMING, MINNESOTA 55092
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ROSENBAUER MOTORS, LLC.
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ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

QUOTATION	Graham Fire
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Page 1

November 15, 2022

DESCRIPTION	QTY
Air Horns, (2) Rcsd, One Ea Side Bumper, 24.5" Stuttertone, Chrome	1
Air Horn Cntrl, Driver, Horn Ring, Air/Elec	1
Air Horn Cntrl, Officer, Sgle Dash Swtch	1
Lt, Pump Cmpt, 12 Volt LED With Swtch	1
Switch on Light Head	1
Fldlt, Fire Tech, FT-B-46-ML3-W, 18,000 Lmns, 46" Light Bar Mnt, White	1
Fldlt, Mntg Lctn, Front Edge Of Cab Roof	1
Back Up Alarm, w/Chassis	1
Hand Lights, NFPA Compliance - Spl'd/Inst'l'd by DEPT	1
Intercom System, FireCom 5100D Wireless (Single Radio)	1
Hanger Hook - Headset	5
Headset, Wireless, Intercom w/Transmit, Firecom, UHW505	2
Headset, Wireless, Intercom, Intercom Only, Firecom, UHW503	3
Base Station, Wireless, Five Person, WB505R	1
Radio Antenna Base, Supply and Install, Ea	1
Marker Lts, LED, DOT Requirements	1
License Plate Brkt, Stainless w/ LED Lt, Rr,	1
Whelen Rr DOT LED Ltng Pkg M6	1
Tail/Brake Lts, Whelen, LED, M62BTT (Pair)	1
Turn Signals, Whelen, LED w/ Arrow, M62T (Pair)	1
Turn Signals, Mid Bdy, LED Marker Lt TechNiq S17-AA2G0-1 (Pair)	1
Backup Lts, Whelen, LED, M62BU (Pair)	1
Tail Lt Bezel, 4 Lts, Whln M6 (Pair), ABS Chrome	1
Ground Lts, Pump Panel, LED, Pair	1
Ground Lts, Rr Step, LED, Pair	1
Lt Swtch , Ground Lts w/ Park Brake	1
Step Lt, Rr Tailboard, LED, Ea	2
Lt Swtch , Step/Wlkwy Lts Wired Park Brake Swtch	1
Scene Lt, FireTech, Guardian, FT-GSM, Surface Mnt	8
Bezel, FireTech, Chrome	8
Scene Lt Lctn, Left Side Of Cab	1
Scene Lt Lctn, Right Side Of Cab	1
Scene Lt Lctn, Left Side Of Bdy	2
Scene Lt Lctn, Right Side Of Bdy	2
Scene Lt Lctn, Rr Of Bdy	2
Scene Lt Swtch , Front Scene Lts, Cab Switch Panel	1
Scene Lt Swtch , Cab Switch Panel	1
Scene Lt Actvtd, Left Scene, Driver & Officer VISTA	1
Scene Lt Actvtd, Right Scene, Driver & Officer VISTA	1

DESCRIPTION	QTY
Scene Lt Actvtd, Rear Scene, Driver & Officer VISTA	1
Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse	1
Dr Open/Hazard Wrn Lt, w/Chassis	1
Siren, Elect, Whelen 295SLSA1	1
Spkr, F-S Dynamax, ES100C 100 Watt	1
Spkr Grille, Stnls Stil, "R"	1
Spkr Lctn, To Be Determined by Body Mfg	1
Siren, F-S, Q2B, Mech, Pedestal Mnted Q2B-01PSD	1
Siren Cntrl, F-S, Q2B, Driver's Side Foot Swtch	1
Siren Cntrl, F-S, Q2B, Rocker, Dual Action, Red, Console	1
Lt Bar, Whelen, Ultra Freedom IV, #F4N7QLED, LED, 72"	1
Lightbar Cntrl, with Vista E-Master & Virtual Switch	1
Wrn Lt, Drvr, Whelen, M2, Red LED, Clear Lens, Ea	1
Wrn Lt, Drvr, Whelen, M2, Red LED, Clear Lens, Ea	1
Wrn Lt, Offcr, Whelen, M2, Red LED, Clear Lens, Ea	1
Wrn Lt, Offcr, Whelen, M2, Red LED, Clear Lens, Ea	1
Wrn Lt, Drvr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Drvr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Drvr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Drvr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Drvr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Drvr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Offcr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Offcr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Offcr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Offcr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Offcr, Whelen, M6, Red LED, Clear Lens, Ea	1
Wrn Lt, Offcr, Whelen, M6, Red LED, Clear Lens, Ea	1
Flange, Chrome, Wrn Lt, Whln, M6, Ea	2
Flange, Chrome, Wrn Lt, Whln, M6, Ea	2
Flange, Chrome, Wrn Lt, Whln, M6, Ea	2
Flange, Chrome, Wrn Lt, Whln, M6, Ea	2
Flange, Chrome, Wrn Lt, Whln, M6, Ea	2
Wrn Lts, Whelen, Uppr Wing, (2) M6 LED	1
Wrn Lts, Whelen, Inbrd Warn Lt, (2) M6 LED	1
Wrn Lts, Whelen, Intrsct (2) M6 LED	1
Wrn Lts, Whelen, Low Mid Bdy (2) M2 LED, in Rub Rail	1
Wrn Lts, Whelen, Low Rr Side (2) M2 LED, in Rub Rail	1
Wrn Lts, Whelen, Upper Side Rr (2) M6 LED	1
Wrn Lts, Whelen, Upper Rr (2) M6 LED	1
Wrn Lts, Whelen, Low Rr (2) M6 LED	1
Traffic Arrow, Whelen, 36" 500 Series 5MM LED, TAL65	1
=== No Body Side Traffic Lights - Pick to Select ===	1
== RBM Chassis Modifications - ROSENBAUER ONLY - 601.022 06/01/22 ==	1
Cmpt LED Strip Lt, (1) Ea Cmpt (approx 30")	1
Compartment Light, Mounting Door Jamb	1

DESCRIPTION	QTY
Label, Data, Fluid Levels	1
Label, Data, Height x Length, Weight	1
Label, Data, "No Ride" Rr Step	1
Label, Indicating Number of Seats	1
Label, "Caution: Do Not Wear Helmet While Seated"	1
Tow Plates (2), Rr Frame Rail, Under Step	1
Front Bumpers, 4000, 2-Rib S/S 12"H, S/S Wings	1
Bumper Cmpt, Center, Hosewell Cmpt	1
Bumper Cmpt Door, Alum T/P, Flat Style	1
Frnt Bmpr, 4000, 2-Rib S/S 12"H, T/P Apron, S/S Wings, 18" Extnsn	1
Tow Eyes 3" Painted Below - Forward (pair)	1
Whl Trim, S/S Hub/Lug Cvr, Front/Rr, Sngl Axle	1
Tire Pressure Indicator, Sngl Axle, Commercial, RWTG1235	1
Mud Flaps, Rr Whls, Blk, w/ Bdy	1
Air Inlet, Mnl - Specify Lctn	1
Painting, Tow Plates, Blk	1
== Midship Pumper/Tanker Pump & Plumbing - 601.022 06/01/22 ==	1
Pump Flow Rtn, Waterous, CSUC20, 1500 GPM	1
Pump, Waterous, CSUC20, 1 Stage, Midship	1
Pump Seal, Mech, Waterous	1
Pump Impeller, Waterous, Flame Plated Hubs	1
Pump Shift, Waterous, Elec/Pneumatic Operated	1
Primer, Trident Air Primer, Automatic	1
Primer Control - Main Pump Rocker Switch	1
Pump Instln, Midship Split-Shaft, By Bdy Bldr	1
Fire Pump Testing - Pumps/Tankers	1
Pump Test, Pumper, UL	1
Pump Test, Label	1
Dump-Relief Vlv, Suction Side, TFT A18	1
Pump Cooler, Bypass-To-Tank, 3/8"	1
Heat Exchanger, Engine, Complete	1
STAINLESS STEEL PUMP PLUMBING	1
Screens/Anodes, Pump	1
Piping, Stnls Stl - 1250 GPM & Up	1
Pump Drain, Master, Manifold, Push Pull Type	1
Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	1
Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	1
Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	1

DESCRIPTION	QTY
Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	1
Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	2
Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	2
Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
Painting, Pump & Piping, Silver	1
Threads, National Hose (NST)	1
Intk, Aux, Gtd, 2-1/2", NST, Left Side	1
Intk, Gtd, 6" NST, 6" Air Oprtd Vlv, LH Side, Bhnd Pnl	1
Intk, Gtd, 6" NST, 6" Air Oprtd Vlv, RH Side, Bhnd Pnl	1
Plug, 2-1/2", Chrome Rocker Lug, w/Chain	1
Cap, 6", Chrome Long Hndl	1
Cap, 6", Chrome Long Hndl	1
Single Tank to Pump Control - Pump Operator's Panel	1
Tank-To-Pump, Water Tank, 3" Vlv/4" Piping, Midship, Pmpr/Tnkr	1
Intk Vlv Cntrl, Pull Rod, 1/4 Turn, AKR - IC	1
Intk Vlv Cntrl, Pull Rod, 1/4 Turn, AKR - IC	1
Intk Vlv Cntrl, AKR, Mnl Swing Type-Adjacent	1
Tank Fill/Cooling Line, Water Tank, 2"	1
Dschg, 1-1/2", Front Center Bumper, Swivel, NST Chrome Swivel	1
Hose Connection, Frnt Bmpr, Inside Hosewell, Swivel	1
Crosslay Dschgs, (2) 1-1/2", Over Pump Panel, NST 200 ft x 1-3/4-in ea w/divider	1
Crosslay Cvr, Alum T/P, Sngl, W/Vinyl End Flaps (Non NFPA Walking Surface)	1
Crosslay Trim, Alum Angles, Both Sides	1
Crosslay Dschgs, Over Pump Panel, Normal Height	1
Dschg, 2-1/2", Left Side, Pump Panel, NST	2
Dschg, 2-1/2", Right Side, Pump Panel, NST	1
Dschg, 3" x 4" NST, Right Side, Pump Panel, NST	1
Dschg, 2-1/2", Right Rr, NST	1
Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	2
Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	1
Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	1
Elbow, LW Alum, 5" Storz x 4"F	1
Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain	2
Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain	1
Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain	1
Cap, LW Alum, 5" Storz, w/Cable	1
Monitor Dschg, 3", Over Midship Pump Enclsr, NPT	1

DESCRIPTION	QTY
Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	2
Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	2
Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR Slow Close - IC w/Gauge	1
Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR Slow Close - IC w/Gauge	1
Vlv Mfger, AKR, 8000, (1-1/2")	1
Vlv Mfger, AKR, 8000, (2")	2
Vlv Mfger, AKR, 8000, (2-1/2")	2
Vlv Mfger, AKR, 8000, (2-1/2")	1
Vlv Mfger, AKR, 8000, (2-1/2")	1
Vlv Mfger, AKR, 8000, (3")	1
Vlv Mfger, AKR, 8000, (3")	1
Vlv Mfger, AKR, 8000, (2")	1
Vlv Mfger, AKR, 8000, (2-1/2")	1
Vlv Mfger, AKR, 8000, (3")	1
Foam Sys, F/PRO 2002, Cls A/B, 5G/400P, 12V	1
Foam System, NFPA #1901, Install Standards	1
Foam Plmbg, Strainer, Removable, 1"	1
Foam Plmbg, Sngl Class A Tank, 1" Mnl Vlv	1
Foam Tank, Intgrl Poly, 20 Gal, Class A	1
Foam Tank, No Manufacturer Preference	1
Foam Tank Drain, 1" Gate Vlv, Under Tank	1
Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF	2
Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF	2
Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF	1
Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF	1
Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF	1
Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF	1
Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF	1
Pressure Gvrnr, FRC, In-Cntrl, w/Bdy, TGA300	1
Foam Tank Gauge, FRC TankVision Pro 300, Class A, Pump Panel #WLA360-A00	1
Vinyl Cover, Color, RED	1
== Pumper/Tanker-Side Mount Pump Compt - 601.022 06/01/22 ==	1
Pump Enc, Side Mt, Extrd Alum, 40-49"W, Crsls	1
Pump Enc Cmpt, SM, Dnnge Over Pump, Open	1
Rng Brd, LH Pump Panel, Alum T/P, SM	1
Rng Brd, RH Pump Panel, Alum T/P, SM	1
Pump Side Access Door, Upper RH, Alum T/P	1
Pump Panel, Bltd, LH	1
Pump Panel, Bltd, RH	1
Pump Panel, Line X, LH/RH, SM	1
Trim Panels, IC Color, Intks and Dschgs	1

DESCRIPTION	QTY
Labels, Test Data and Safety Placards	1
Labels, Innovative Controls Color Coded	1
Pump Panel LED Lts, (3) Tecniq E10-W0001-1, Midship LH w/ Sw on Pmp Oprtr's Pnl	1
Pump Panel LED Lts (2), Midship RH, Tecniq E10-W0001-1	1
Pump Panel Lt (1), Actuated w/Pump Engagement	1
Mstr Gauges, IC, 4" PSI, Pr	1
Gauge, Test Taps	1
Water Tank Gauge, FRC, TankVision Pro 300, Pump Panel WLA300-A00	1
== HLHD/HRHD Single Axle Pumper/Tanker - 601.022 06/01/22 ==	1
Water Tank, "T" Tank	1
Water Tank, 750 Gal, Pmpr/Tnkr , Poly	1
Water Tank, Base Specs, Poly	1
Water Tank, Manufacturer, No Preference, Poly	1
Water Tank, Fill Tower, 10" x 10", <1500 Gals	1
Hosebed, Pmpr, <180" L, 68" Wide	1
Hosebed, Grating, Extrd Alum, <180" Long	1
Hosebed, Strge Cpcty, 55 Cubic Feet, Minimum	1
Hosebed, Strge Cpcty 2.5" DJ Hose (50-ft Lngth)	4
Hosebed, Strge Cpcty 3" DJ Hose (50-ft Lngth)	10
Hosebed, Strge Cpcty 5" LDH SJ Rubber (100-ft)	10
Hosebed, Divider, 1/4" Alum	1
(1) Main Hosebed Divider (Stationary)	1
Vinyl Cover, Color, RED	1
Hosebed Cvr, Alum T/P, >180" L, 49-74" W, Ctr Open (Non NFPA Walking Surface)	1
Mnl Operation, Hosebed Cvr, Alum T/P	1
Rr Vinyl Flaps for Alum Cvr	1
Raw Material Surcharge - Single Axle	1
Bdy Const - Rosenbauer FX - 3/16" Alum - SA Pmpr/Tnkr	1
Roll-Up Drs - Amdor	1
Alum Treadplate Compt Floors	1
Sub Frame, Hot-Dip Galv	1
Bdy, Frmd Alum, Pmpr/Tnkr , Up to 144"	1
102" OAW, 16-26" Half Dpth Both Sides, SA HL/HR	1
Compt Height, 63" High Left	1
Compt Height, 63" High Right	1
Roll Up Drs, HL/HR	1
Ahd Rr Whls - Full Ht Comp't - Roll Up Door - Natural Finish	1
Upr Hgh Sde - Sgle Comp't - Roll Up Dr - Natural Finish	1
Bhnd Rr Whls - Full Ht Comp't - Roll Up Door - Natural Finish	1

DESCRIPTION	QTY
Ahd Rr Whls - Full Ht Comp't - Roll Up Door - Natural Finish	1
Upr Hgh Sde - Sgle Comp't - Roll Up Door - Natural Finish	1
Bhnd Rr Whls - Full Ht Comp't - Roll Up Door - Natural Finish	1
Rr Cntr Comp't - Full Ht Roll Up/Trans- Natural Finish	1
Rr Bdy, Flat Back	1
Rr Step, Pmpr-Tnkr Bdy, Bolt-On, 12"	1
Whl Well Panel, Alum Pntd, Sngl Axle - Alum	1
Fenderette, Polished Aluminum	1
Vents, Compts, Louvers, Includes Filters (Ea)	1
Vents, Compts, Louvers, Includes Filters (Ea)	1
Vents, Compts, Louvers, Includes Filters (Ea)	1
Vents, Compts, Louvers, Includes Filters (Ea)	1
Vents, Compts, Louvers, Includes Filters (Ea)	1
Vents, Compts, Louvers, Includes Filters (Ea)	1
Vents, Compts, Louvers, Includes Filters (Ea)	1
Shelving Tracks, (2) Unistrut, Alum	1
Shelving Tracks, (2) Unistrut, Alum	1
Shelving Tracks, (2) Unistrut, Alum	1
Shelving Tracks, (2) Unistrut, Alum	1
Shelving Tracks, (2) Unistrut, Alum	1
Shelving Tracks, (2) Unistrut, Alum	1
Shelving Tracks, (2) Unistrut, Alum	1
Shelf, Adjust, Alum 3/16"	1
Shelf, Adjust, Alum 3/16"	1
Shelf, Adjust, Alum 3/16"	1
Shelf, Adjust, Alum 3/16"	1
Shelf, Adjust, Alum 3/16"	1
Slide Tray, 500#, Alum 3/16", EZ Slide	1
Slide Tray, 500#, Alum 3/16", EZ Slide	1
Slide Tray, 500#, Alum 3/16", EZ Slide	1
Tool Board, Swing Out, 250#, 3/16" Alum	1
Equipment Mounting Pnl, Rr Wall, 3/16 Aluminum Peg Board	1
Equipment Mounting Pnl, Rr Wall, 3/16 Aluminum Peg Board	1
Cmpt Lt, Wall, OSS Access, LED Tube Lt, (2) Ea Cmpt	1
Cmpt Lt, Wall, OSS Access, LED Tube Lt, (2) Ea Cmpt	1
Cmpt Lt, Wall, OSS Access, LED Tube Lt, (2) Ea Cmpt	1
Cmpt Lt, Wall, OSS Access, LED Tube Lt, (2) Ea Cmpt	1
Cmpt Lt, Wall, OSS Access, LED Tube Lt, (2) Ea Cmpt	1
Cmpt Lt, Wall, OSS Access, LED Tube Lt, (2) Ea Cmpt	1
Cmpt LED Lt, Luma Bar, (2) Ea Cmpt	1
Cmpt Lt, Dr Swtch, Auto, Ea	1
Cmpt Lt, Dr Swtch, Auto, Ea	1
Cmpt Lt, Dr Swtch, Auto, Ea	1
Cmpt Lt, Dr Swtch, Auto, Ea	1
Cmpt Lt, Dr Swtch, Auto, Ea	1
Cmpt Lt, Dr Swtch, Auto, Ea	1
Cmpt Lt, Dr Swtch, Auto, Ea	1
Compt Door, Smooth, With Chevron	1
Compt Door, Smooth, With Chevron	1
Compt Door, Smooth, With Chevron	1
Ladder Strge, Vrtcl Slide In, Right Rr Bdy	1
Ladder Mtg, Fidg Attic , External	1
Ladders, Prov'd By Purchaser/Fire Dept	1

DESCRIPTION	QTY
Non-Bdy Bldr Supl'd Pike Pole, 6' Fbrgls, Round Hndl	1
Non-Bdy Bldr Supl'd Pike Pole, 10' Fbrgls, Round Hndl	1
Pike Pole Mtg, Suction Hose Compt, Ea	1
Pike Pole Provd'd By, Purchaser/Fire Department	1
Non-Bdy Bldr Supl'd Suction Hose, Flex, PVC, 6"x10'-MN	2
Non-Bdy Bldr Supl'd Scn Hse Cplgs, Alum, LH FM x RLM-MN	2
Suction Hose Compt, Abv Compts, Left Side Pntd Smooth (Ea)	1
Suction Hose Compt, Abv Compts, Right Side Pntd Smooth (Ea)	1
Suction Hose Provd'd By, Purchaser/Fire Department	1
== Pumper/Tanker-Common Body Parts - 601.022 06/01/22 ==	1
Rr BODY DESIGN - PUMPER/TANKER	1
Steps, Fldg, Rear, Left Hand (3), Integral LED Lts	1
Steps, Fldg, Rear, Right Hand (3), Integral LED Lts	1
Handrails, Rr Step, Vert, 30", Pair	1
Handrails, Pmpr, Below Hosebed, Horz, 48"	1
Bdy Trim, Frnt Compt, Ht of Side Cmpts, Alum T/P	1
Bdy Trim, Entire Rr Bdy, Smooth for Chevron Stripe	1
Catwalks Top of Side Cmpts, Alum Treadplate	1
Rub Rails, Lwr Bdy, Extrd Alum	1
Rub Rails, Spacers, Nylon	1
Whl Well Compt, Sngl SCBA, Poly Tube, S/S Dr, (Fire Shopp)	1
Whl Well Compt, Triple SCBA Tube, Plshd S/S Dr	1
Whl Well Compt, Triple SCBA Tube, Plshd S/S Dr	1
Whl Well Compt, Full SCBA w/Harness, Plshd S/S Dr	1
Whl Well Compt, SCBA Compt Straps	2
Whl Well Compt, SCBA Compt Straps	3
Whl Well Compt, SCBA Compt Straps	3
Whl Well Compt, SCBA Compt Straps	1
Whl Well Prvsns, Ahd of Whls Left Side	1
Whl Well Prvsns, Bhnd Whls Left Side	1
Whl Well Prvsns, Ahd of Whls Right Side	1
Whl Well Prvsns, Bhnd Whls Right Side	1
== Pumper/Tanker-AC Electrical System - 601.022 06/01/22 ==	1
Rcptcl, 120V, 20 Amp, Strght Bld, Duplex	2

DESCRIPTION	QTY
Miscellaneous Loose Hardware, Bolts-Nuts-Washers-Screws	1

EXHIBIT "C" CHASSIS UPDATE

QUOTATION	Graham Fire
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Tremonton Fire Department	
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Exp. Date: 09/16/2022
Quote No: 10064-0003
 08/23/2022

Page 1

DESCRIPTION	QTY
== Rosenbauer Commander - 601.022 06/01/22 ==	1
ROSENBAUER APPARATUS SOLUTIONS - RAS - 02 JUNE 2022	1
Certification - NFPA	1
VEHICLE TYPE	1
Pumper	1
Standard Crossmembers	1
===NO Arctic Package===	1
==== 8 Degree Angle of Approach ====	1
==== 8 Degree Angle of Departure ====	1
CAB	1
70" Cab Length 11" Roof	1
Driver EMS Compt 26" Interior Height 16"x26"	1
==== No Perimeter Lip ====	1
Driver Exterior Access - Hinged Door	1
Chrome Door Handle - EMS Compt	1
Manual Locks - EMS Compartment	1
Interior Driver EMS Compt Access 18.75" W x 22" H -Sweep Out	1
Interior Access Driver EMS Compt Hinged Door - 26"	1
Driver's Side Interior EMS Door Hinge Location Outboard	1
Officer EMS Compt 26" Interior Height 16"x26"	1
==== No Perimeter Lip ====	1
Officer Exterior Access - Hinged Door	1
Chrome Door Handle - EMS Compt	1
Manual Locks - EMS Compartment	1
Interior Officer EMS Compt Access 18.75" W x 22" H - Sweep Out	1
Interior Access Officer EMS Compt Hinged Door - 26"	1
Officer's Side Interior EMS Door Hinge Location Outboard	1
COMMANDER EMS CABINETS - REAR CREW - FORWARD FACING OUTBOARD POSITION	1
Compartment Shelf	1
Compartment Shelf	1
CAB STEPS	1
Stainless Steel	1

DESCRIPTION	QTY
Steps w/Grip Strut Lwr, Treadplate Middle	1
CAB DOORS	1
Cab Entry Doors	1
Full Length Cab Entry Doors	1
===== No Cab Door Insulation =====	1
Cab Door Hardware Chrome (4)	1
Cab Door Locks Manual	1
Interior 1-Piece Door Panel Type Aluminum	1
Door Panel Finish Gray Polyurethane	1
Door Jamb Scuff Plate, S/S 11" RR	1
No Lower Door Kick Panel (No Overlay)	1
CAB GLASS	1
Windshield One Piece - COMMANDER	1
Windshield Wiper System Single Motor (2) Wipers - 3D Grille	1
Window Officer Power	1
Window Light Gray Tint Driver Power	1
Window Light Gray Tint Driver Crew Door Power	1
Window Light Gray Tint Officer Crew Door Power	1
Window Light Gray Tint Side Middle Driver Fixed 15.5"W x 21.5"H	1
Window Light Gray Tint Side Middle Officer Fixed 15.5"W x 21.5"H	1
CAB HEADER - HEAT AND AC	1
Cab Header / Heating and AC	1
SEATS	1
Single Retractor Seat Belt - Seats Inc	1
Single Retractor Seat Belt - Seats Inc	1
Single Retractor Seat Belt - Seats Inc	2
Single Retractor Seat Belt - Seats Inc	1
Seat Color Gray/Red Seat Belt	1
Seat Back SCBA Halo Center Cushion Release	1
Seat Back SCBA Halo Center Cushion Release	2
Seat Back SCBA Halo Center Cushion Release	1
Seat Back Non-SCBA	1
Seat Driver 911 Seats Inc 4-Way Air ABTS	1
Seat Mounting Driver Air Seats Inc	1
Seat Officer 911 Seats Inc 4-Way Air ABTS	1
Seat Mounting Officer Air Seats Inc	1
===== No Parade Panels =====	1
===== No Parade Panels =====	4
===== No Parade Panels =====	1
Three (3) Forward Facing Seats	1
Seat Crew Forward Facing Outer Seats Inc Flip-Up	2
Seat Mounting Forward Facing Outer Outboard	2
Seat Crew Forward Facing Center 911 Seats Inc Fixed	1
Seat Mounting Forward Facing Center	1
Seat Material Endurance Vinyl	1
Seat Material Endurance Vinyl	1
Seat Material Endurance Vinyl	2
Seat Material Endurance Vinyl	1
Seat Logo Rosenbauer	1
Seat Logo Rosenbauer	1
Seat Logo Rosenbauer	2
Seat Logo Rosenbauer	1
Driver Seat Box Storage Compartment	1
Officer Seat Box Storage Compartment	1
Seat Box Three (3) Forward Facing Seats	1

DESCRIPTION	QTY
Seat Box (60/54) Forward Facing Storage Access Cutout (1) Center Forward	1
Seat Box (60) Forward Facing Storage Access Door (1) Center Forward	1
Seat Box Driver & Officer Storage Access Doors (2) Driver/Officer	1
Seat Box Finish - Match Cab Interior Coating	1
Seat Box Doors Finish Match Cab Interior Coating	1
Cab Insulation Interior Ceiling	1
===No Cab Insulation Fastening Pins===	1
Cab Insulation Engine Tunnel	1
Cab Insulation Cab Damping	1
CAB INTERIOR AND TRIM	1
=== 11 Raise Cab 70" Interior Trim ===	1
Interior Trim Color Gray, 70" -11" Roof	1
Interior Trim Color Gray Rear Wall 11" Roof	1
====NO Vehicle Decontamination ADP-CC For Crew Cab Using AeroClave System=====	1
Suspended Throttle and Brake Pedals	1
Interior Floor Covering Color Gray, 70"	1
Interior Trim Sun Visor Tinted	1
Cab Coating Interior Color	1
CAB DASH AND ENGINE TUNNEL - 70" LONG	1
Cab Dash & Engine Tunnel, Composite Dash	1
Cab Dash & Engine Tunnel Coating Gray Polyurethane	1
Officer Glove Compt - Composite Dash	1
CUSTOM CONSOLE	1
Havis Console	1
Havis Console - Pre Configured	1
Black Blank Plate	1
Black Plates with (2) Power Point & (1) Dual USB Power Point	2
CAB EXTERIOR - 70"	1
Havis Console - Upper Portion	1
Havis Console - Lower Portion	1
Havis Console - Lower Portion - Option 1	1
Havis Console - Upper Portion - Option 2	1
Interior Handle Front Door Grab Handles - Black Powder Coat	1
Interior Grab Handle Rear Door Chicago Style 34" Black Powder Coat	1
Exterior Grab Handles Aluminum with Stanchions 18"	4
Exterior Grab Handles 18" Aluminum	1
Exterior Grab Handles Bare Aluminum	1
CAB FRONT FASCIA	1
===== Traditional Front with Rectangular Headlamp Bezels =====	1
Wing Light Bezel - Stainless	1
Logo, Rosenbauer, Grille Mount	1
Front Grille Inlay, Black Honeycomb w/ stainless steel bars	1
Front Grille, 3D Stainless Steel	1
Cab Fender Stainless Steel	1
===== No Stainless-Steel Rear Wall Cap - pick to select =====	1
Logo, Commander, Cab Sides	1
Mud Flaps Front	1
CAB TILT	1

DESCRIPTION	QTY
Cab Tilt Limit Switch	1
Cab Tilt Lock Down Indicator	1
Cab Tilt Control Receptacle Temp	1
Cab Tilt System - Heavy Duty w/ Manual Back Up	1
REARVIEW MIRRORS	1
Bus Style Mirrors	1
Ramco-Bus-Drv Dr Mt (CRM-1350PCHR)-Off Cwl Mt (1352-A18PHCHR)-H&R,H&R(LWR)CVX	1
Cab Coating Interior Gray Polyurethane	1
Driver EMS Compartment Interior Finish DA Sand	1
Officer EMS Compartment Interior Finish DA Sand	1
EXTERIOR CAB PAINT	1
Cab Paint Exterior Two Tone	1
Cab Paint Upper / Secondary	1
Cab Paint Lower / Primary	1
Cab Paint Exterior Breakline - Standard	1
Cab Paint A/C Condenser on Roof	1
Cab Undercoating	1
Paint Spray Out	2
Heating w/ Air Conditioning, Overhead, VMUX	1
Heater Hose - Silicone	1
===== No Additional HVAC Requirements=====	1
A/C Condenser Location Roof Mount Mid Center	1
===NO Clean Air Scrubber===	1
=====No Auxiliary Roof Mounted A/C Coleman Roughneck 13.5K =====	1
Engine Placement	1
Cummins L9 Surcharge	1
Engine, Cummins L9, Base Spec, 2021- Commander	1
450HP Cummins L9 - 2021	1
Fan Clutch - L9	1
Auxiliary Engine Brake Compression Brake (JAKE)	1
AC Compressor - L9	1
Engine High Idle Speed 1250 RPM	1
Engine High Idle Control Manual & Automatic w/o Load Mng	1
Fluid Checks & Fills at Grille L9	1
Engine Cooling System- L9	1
Fan Clutch Programming - Standard	1
Coolant Valve Shut Off Valve w/Connection - For Additional Heater	1
Engine Pump Heat Exchanger L9	1
Engine Air Intake Filtration and Restriction L9	1
Engine Exhaust System One Piece Officer Side, L9, 2021	1
DEF Tank - Commander	1
DEF Tank Access Fill Door	1
Engine Exh Acc Temp Mitigation	1
Engine Exhaust Wrap	1
TRANSMISSION	1
Transmission Allison 3000 EVS	1
Transmission Fluid - Standard	1
Transmission GEN V-E Push Button Key Pad	1
Transmission Mode Programming 5th Startup/5th Mode	1
Transmission Feature Programming I/O Package 198/Pumper	1
Driveline Spicer 1710 HD	1

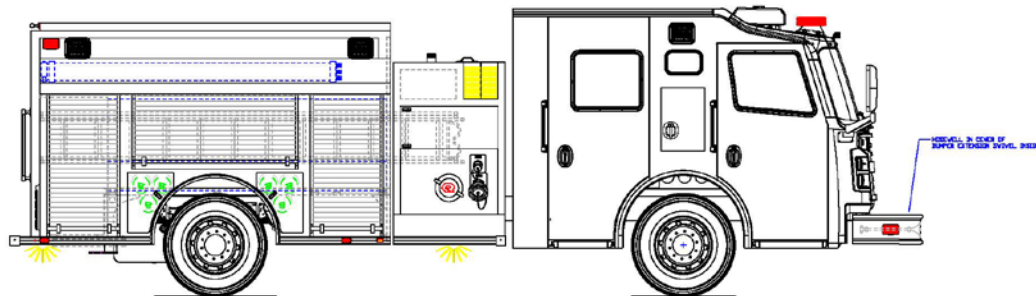
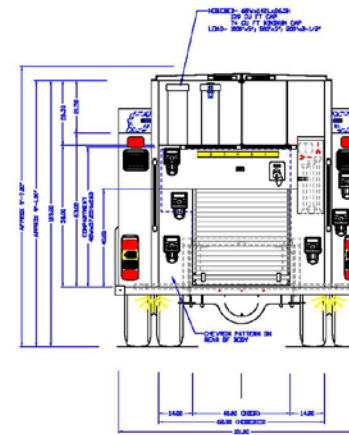
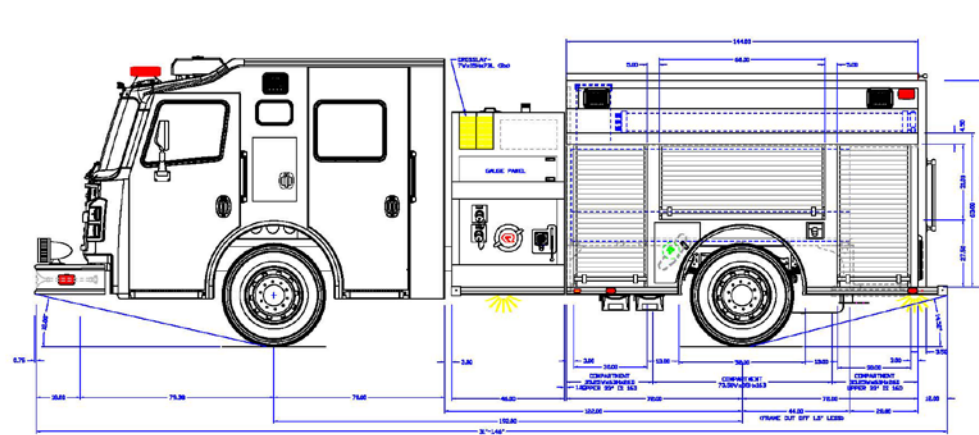
DESCRIPTION	QTY
Midship Pump Jackshaft Only	1
Fuel Filter/Water Separator Cummins FS1098	1
Fuel Lines Aramid Braid	1
Fuel Shutoff Valve (2) at Filter	1
Fuel Cooler Rearward of Battery Box	1
Fuel Tank 50 Gal/189 Liter, Dual Fill	1
FRONT AXLE	1
Front Axle Hendrickson SteerTek 20000#	1
Front Wheel Bearing Lube Oil	1
Front Suspension Hendrickson Parabolic Spring 20K	1
4 Spoke Steering Wheel Tilt/Telescopic 18"	1
Power Steering Gear TRW TAS 85 w/Assist- 20K and up - L9 Steertek Axle	1
REAR AXLE	1
Rear Axle, Single, 24000# Meritor RS-24-160	1
Rear Suspension Reyco 79KB - Spring 24000# Parabolic	1
Rear Shock Absorbers	1
Chassis Alignment	1
Counter Acting Balancing Beads	4
Counter Acting Balancing Beads	2
Front Cramp Angle 45 Degrees	1
(2) Steer Tires 385/65R 22.5 Michelin X Multiway HD XZE "L"	1
(4) Rear Tires 11R 22.5 Michelin XZE2 "H"	1
Valve Stem Extension - Single Axle	1
(2) Front Wheels Alcoa Polished 22.5 x 12.25 Aluminum	1
(4) Rear Wheels Alcoa Polished /Accuride 22.5 x 8.25 Aluminum/Steel	1
Wheel Factory Black	1
==== No Front Full Wheel Cover ====	1
==== No Full Wheel Cover, Rear Wheel ====	1
==== No Run Flat Tire Safety Ring ====	1
==== No Run Flat Tire Safety Ring ====	1
Wheel Guards - Single Axle	1
Vehicle Top Speed 65	1
Antilock Braking System Single Axle	1
Air Tank Brackets - Hot Dipped Galvanized	1
Front Brakes Meritor EX225 Disc 17"	1
Rear Brakes S-Cam Drum 16.5" x 7"	1
Park Brake Rear Wheels Only	1
Wabco System Saver 1200	1
Moisture Ejectors Manual/Auto Wet Tank	1
Air Supply Lines Nylon	1
Air Horn Reservoir (1) 1200 Cu In	1
Frame Single Channel 35" Frame Width	1
Wheelbase Range 190" - 199"	1
Rear Overhang	1
Frame/Front Extension Hot Dip Galvanized	1
ENGINE	1
ELECTRICAL SYSTEM	1

DESCRIPTION	QTY
Electrical System 12V DC Weldon V-MUX	1
Battery Box Driver/Officer Side Hot dipped Galvanized Steel w/Covers - 6 Battery	1
Battery Cables (6)	1
Battery Jumper Studs Front Driver Lower Step	1
Batteries (6) Group 31	1
6 Battery System	1
Alternator Delco Remy 320 Amp	1
Headlights, Quad, with Rectangular Bezel	1
Wig Wag, Alternating Headlights - VMUX	1
Headlight Location - Upper Bucket	1
Front Turn Signals Whelen 600 LED (2)	1
Front Marker Lamps Face Mounted LED (Center 3 Lightings, 2 Corner)	1
Side Marker Light LED - Chrome (2)	1
Turn Signal Located Below Headlights	1
Driver Mid EMS Compt Lighting LED Strip 18"	1
Officer Mid EMS Compt Lighting LED Strip 18"	1
Ground Lights LED Whelen 3SC0CDCR	4
Cab Step Lights LED (1 Per Step)	4
DOOR JAMB WARNING LIGHTS	1
Engine Compartment Work Light LED (2)	1
Interior Overhead LED Lighting - Red/Clear	1
Dr Open/Hazard Wrn Lt, Flash, Whelen 3SR00FRR LED Rnd (Do Not Move Appar	1
Instrumentation Standard Gauge Panel	1
Commander Analog Gauge Composite Dash	1
2 Position Battery Master - Driver's Kick Plate	1
Ignition Switch	1
Power & Ground Stud 40A Batt Direct / 15A Ignition	1
Driver & Officer VISTA Display Weldon Vista IV	1
Driver Panel / Switch Panel (6 Switches) Under the Vista Screen	1
Instrumentation Backlighting Red	1
Instrumentation Panel Inlay - Job Color	1
Auxiliary Engine Brake Control On/Off & Low/Med/High Switch Driver Panel	1
Power Window Activation, Respective Door	1

DESCRIPTION	QTY
Headlight & Marker Light Activated Rocker Switch Driver Panel	1
Alternating Headlights Activate VISTA	1
Ground Lights Activation with Park Brake	4
Step Lights Activated Respective Side	4
Rearview Mirror Remote & Heat Switch Driver Panel	1
Back-Up Alarm Ecco 575	1
Rear Crew Controls Manual - Located Overhead Center	1
Heat & A/C Activation VISTA, Rear Crew Manual	1
Park Brake Control Driver Dash	1
Windshield Wiper Activation Switch on Driver Panel	1
DPF Control Regeneration Switch & Inhibit Switch Covered	1
====No PWR Cable for Additional Pwr Studs====	1
Weldon VDR/Seat Belt Warn - VISTA	1
=== NO Captium System - Pick to Select ===	1
HAAS Alert System	1
HAAS Alert System, HA-5	1
===== No R2R (Responder to Responder) - Pick to Select =====	1
HAAS - 5 Year Subscription	1
Communication Antenna Base Cab Roof - RBM Supplied	1
Ant Cable Routing Under Dash Panel	1
Back Up Camera Only	1
Camera System with V-Mux	1
Rear Camera; Driver Vista	1
360° Camera System	1
===== No 360° Camera - Pick to Select =====	1
Battery Charger Location - Behind Driver's Seat	1
Air Compressor Location - Behind Driver's Seat	1
Automatic Shoreline - 20 Amp	1
Shoreline Location Driver's Front Stepwell	1
Shoreline, Super Auto Eject, 20A, Yellow	1
Indicator Location Canopy Window - Commander	1
Battery Chrg/Comp, KUSS, Pump Plus 1200 120-Volt Pump	1
Cab Paint Warranty Five Years	1
Cab Structural Warranty Ten Years	1
Transmission Warranty Allison Five Years	1
Engine Warranty Cummins Five Years	1
Frame Warranty Lifetime	1
Front Axle Warranty Hendrickson	1
Rear Axle Warranty Meritor - 5 Year	1
Warranty - Cab and Chassis Two Year	1

DESCRIPTION	QTY
Galvanized Frame Warranty BR	1
V-MUX WARRANTY - 4 YEAR	1
Cab Test Information Static Load Seat Test	1
Cab Test Information Crash Test ECE-29	1
Cab Test Information SAE J2420; J2422	1
Cab Test Information Roof Crush, Side & Frontal Impact	1
Operation & Parts List Manuals (2) Sets, USB Drive	1
Engine & Transmission Operation Manuals (1) Set	1
As Built Wiring w/Plumbing Diagram (1) Set	1
On Board USB Manual Storage	1
DOT KIT	1

EXHIBIT “D” FIRE TRUCK DRAWING



- NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
 2. DO NOT SCALE DRAWING.
 3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
 4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
 5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.
 6. THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED COMPARTMENT OPENING FOR ROLL UP DOORS AND UP TO APPROX. 4" LESS FOR HINGED DOORS.

APPROVED BY:

CHASSIS: COMMANDER 7011

PUMP: WATEROUS 1500 GPM

TANK: POLY/750/20(FOAM)

PANEL MATL: LINE X

COMP INTERIOR: SPATTER PAINT

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS
THE SOLE PROPERTY OF ROSENBAUER. ANY
REPRODUCTION IN PART OR AS A WHOLE WITHOUT
THE WRITTEN PERMISSION OF ROSENBAUER IS
PROHIBITED.

MAXIMUM HEIGHT NONE

MAXIMUM LENGTH NONE

BODY WIDTH 101"

**TREMONTON FIRE
DEPARTMENT, UT**



ROSENBAUER FX 3/16"
DRAWING NUMBER tremonton, ut
REV -

EXHIBIT "E" TREMONTON HGAC QUOTE



PURCHASE ORDER

Purchaser		SUPPLIER	
Purchaser:	Tremonton Fire Department	Contract #	FS12-19 For Years 2019-2023
Address 1:	95 South 100 West	Supplier:	Rosenbauer South Dakota, LLC
Address 2:		Address 1:	100 3rd Street
City, State, Zip:	Tremonton,, Utah 84337	Address 2:	
		City, State, Zip:	Lyons, SD 57041

Purchase Order Number:	(enter)	Delivery in Calendar Days:	480
Date:	11/1/2022	HGAC Product Code	(enter)

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$636,379.00	\$636,379.00
Note: HGAC administration fee included in price			
If chassis amount of \$324,973.00 is paid upon arrival at the South Dakota plant deduct \$12,470.			
TOTAL			\$636,379.00

NOTES:	
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Rosenbauer Dealer :	Graham Fire
Salesperson:	Kent Graham
Signature:	<i>Kent Graham</i>

Purchaser:	Tremonton Fire Department
Print Name:	
Title:	
Date	
Signature:	

EXHIBIT “F” TREMONTON PRICING LETTER



Graham Fire Apparatus Sales
1552 N. Crestmont Suite D
Meridian, Idaho 83642
Tel: (208) 869-8618
E-Mail: kent@grahamfire.com

November 1, 2022

Tremonton City
Chief Robert LaCroix
95 South 300 West
Tremonton, UT 84337

Dear Chief LaCroix,

Chief I wanted to take some time and send you a letter regarding the incredible difficult times the fire apparatus industry is facing in the recent years.

Many high-profile cases have been seen by many fire departments and city governments of manufacturers returning post contract and requesting or even demanding additional funds or face threats of the orders being canceled.

I want to assure you that Rosenbauer has not done that and will not violate the trust so many cities have placed in our company to produce apparatus to specification that meets the customer's needs.

Currently almost all units leaving our facilities were priced in early 2020. In all honesty there is very little profit left in these units as pricing of commonly used components has skyrocketed in the period between orders being placed and units being assembled. This pricing increase is because of COVID supply chain issues, global inflation, energy costs and direct labor costs.

With all of this going on Rosenbauer has made several price increases. Yet we have never and will never go back to a customer and request more money.

We are seeing some light at the end of the tunnel in regards to supply chain issues and we look forward to decreasing our backlog and returning to the days of 275-365 day delivery times in the next 18-24 months.

Sincerely,

Kent Graham

Kent Graham
Graham Fire Apparatus/Rosenbauer America

TREMONTON CITY
CITY COUNCIL MEETING
November 15, 2022

TITLE:	Discussion and consideration of adopting Ordinance No. 22-09 amending all chapters within the Tremonton City Land Use Code, Title I Zoning Ordinance removing the requirement for public notice to be advertised in a local newspaper
FISCAL IMPACT:	Not applicable
PRESENTER:	Shawn Warnke, Tremonton City Manager

It becomes necessary from time to time to review and amend the Tremonton City Land Use Code as changes occur in the Municipal Land Use, Development, and Management Act (LUDMA) codified in Title 10, Chapter 9a of Utah Code. One of the most recent changes in LUDMA is that there is no longer a requirement to advertise public notice in local newspapers.

LUDMA recognizes other means to advertise public notices, including but not limited to mailing public notices to Affected Entities, posting public notices in public locations, posting public notices on the City's Website and the Utah Public Notice Website.

City staff has prepared amendments to the Land Use Code to remove the requirement for public notice to be advertised in a local newspaper for the Planning Commission's review and recommendation. After holding a public hearing, the Planning Commission recommends the following amendment to the Tremonton City Land Use Code to the City Council for their consideration and potential adoption:

- **Public Notice Requirements.** Amending all chapters within the Tremonton City Land Use Code, Title I Zoning Ordinance removing the requirement for public notice to be advertised in a local newspaper.

Attachments: Draft Ordinance

ORDINANCE NO. 22-09

**AN ORDINANCE OF TREMONTON CITY AMENDING ALL CHAPTERS WITHIN
THE TREMONTON CITY LAND USE CODE, TITLE I ZONING ORDINANCE
REMOVING THE REQUIREMENT FOR PUBLIC NOTICE TO BE ADVERTISED IN
A LOCAL NEWSPAPER**

WHEREAS, the Tremonton City Council has the authority under Municipal Land Use, Development and Management Act (LUDMA) codified in Title 10, Chapter 9a of Utah Code to adopt land use ordinances; and

WHEREAS, the Tremonton City Council has adopted the Tremonton City Land Use Code, which includes regulations and requirements for the development of land within Tremonton City; and

WHEREAS, it becomes necessary from time to time to review and amend the Tremonton City Land Use Code as changes occur in the Municipal Land Use, Development, and Management Act (LUDMA) codified in Title 10, Chapter 9a of Utah Code; and

WHEREAS, one of the most recent changes LUDMA is that there is no longer a requirement to advertise public notice in local newspapers; and

WHEREAS, Tremonton City Land Use Code, Title I Zoning Ordinance has the requirement to advertise public notice in local newspapers; and

WHEREAS, LUDMA recognizes other means to advertise public notices, which include but are not limited to mailing public notices to Affected Entities, posting public notices in public locations, posting public notices on the City's Website and the Utah Public Notice Website; and

WHEREAS, City staff has prepared amendments to the Land Use Code to remove the requirement for public notice to be advertised in a local newspaper for the Planning Commission's review and recommendation; and

WHEREAS, consistent with the current requirement contained in the Tremonton City Land Use Code, the Planning Commission caused a public notice to be published within the *Standard-Examiner* of a public hearing on October 14, 2022; and

WHEREAS, the Planning Commission held a public hearing on October 25, 2022, to listen to public comments regarding the proposed changes to the Tremonton City Land Use Code; and

WHEREAS, after holding a public hearing, the Planning Commission recommends the following amendment to the Tremonton City Land Use Code to the City Council for their consideration and potential adoption:

- **Public Notice Requirements.** Amending all chapters within the Tremonton City Land Use Code, Title I Zoning Ordinance removing the requirement for public notice to be advertised in a local newspaper.

NOW THEREFORE BE IT ORDAINED that the Tremonton City Council of Tremonton, Utah hereby adopts, passes, and publishes Ordinance No. 22-09 amending all chapters within the Tremonton City Land Use Code, Title I Zoning Ordinance removing the requirement for public notice to be advertised in a local newspaper.

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

This Ordinance is hereby adopted this 15th day of November 2022 and shall be effective upon its adoption.

TREMONTON CITY CORPORATION

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

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

I, Linsey Nessen, the City Recorder of Tremonton, Utah, do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. 22-09, entitled **“AN ORDINANCE OF TREMONTON CITY AMENDING ALL CHAPTERS WITHIN THE TREMONTON CITY LAND USE CODE, TITLE I ZONING ORDINANCE REMOVING THE REQUIREMENT FOR PUBLIC NOTICE TO BE ADVERTISED IN A LOCAL NEWSPAPER”** adopted and passed by the City Council of Tremonton, Utah, at a regular meeting thereof on November 15, 2022, which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 15th day of November 2022.

Linsey Nessen, City Recorder

(city seal)

TREMONTON CITY
CITY COUNCIL MEETING
NOVEMBER 15, 2022

TITLE:	Discussion and consideration on Awarding Bid for replacement and upsize Ultra Violet Light Disinfect (UV) project.
FISCAL IMPACT:	Budgeted Amount \$300,000.00 Cost to upsize utilizing Impact Fees 523,159.28
PRESENTER:	Paul Fulgham, Tremonton City Public Works Director

Prepared By:

Paul Fulgham
Public Works Director

RECOMMENDATION:

Purchase the Trojan UV Equipment for **\$438,159.28**
Golden Spike Electric and Golden Spike Automation cost estimate **\$85,000.00**

BACKGROUND:

Because of new regulatory requirements, to remove the chlorine from the treatment facility effluent, Tremonton City elected to install Ultra Violet Light disinfection in 2004, instead of using sulfur dioxide, another corrosive dangerous chemical, to neutralize the chlorine. The project cost in 2004 was \$232,278.27.

Our WEDECO UV equipment is over 18 years old and has lived it useful life. While we are replacing the equipment we are upgrading for future growth. We are replacing the equipment that treats 2.0 MGD but will be upsizing to handle flows up to 6 MGD, thus having the additional capacity and handling the peak flows we receive during storm events.

Because of the majority of the work on installation is electrical and SCADA Programing we will be using Golden Spike Electric and Golden Spike Automation to do the installation. The estimated cost of \$85,000.00.

Being that this is a dual project with replacement funds and impact fee funds the project cost will be divided up like wise on a 50/50 cost share.

UV EQUIPMENT BIDDERS:

- Single Channel – Trojan UV – 6 MGD – **\$438,159.28**
- Dual Channel – Trojan UV – 6 MGD - **\$600,682.00**
- Dual Channel – Enaqua UV – 6 MGD - **\$728,413.00**

Attachments:

1. AQUA Engineering Layout Design
2. Trojan Equipment Specifications

Tremonton City

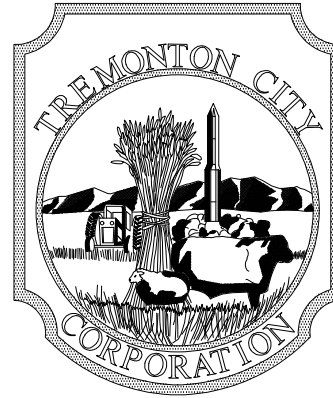
Wastewater Treatment Plant UV Disinfection Replacement

Equipment Procurement – Request for Proposals



September 2022

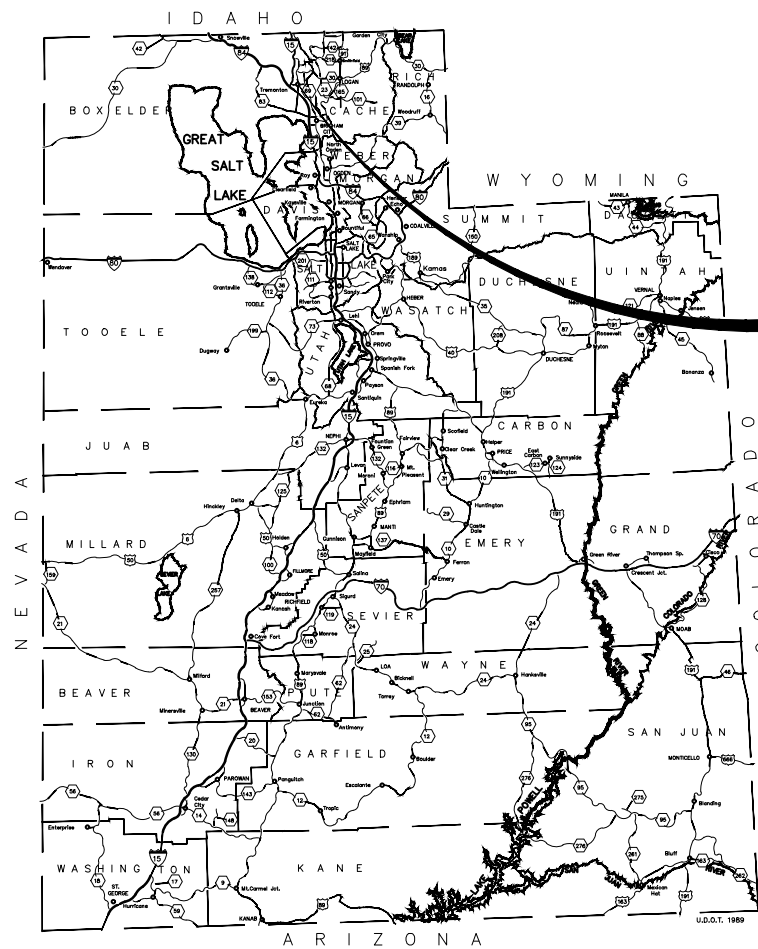




TREMONTON CITY

WASTEWATER TREATMENT PLANT UPGRADE ULTRAVIOLET DISINFECTION SYSTEM

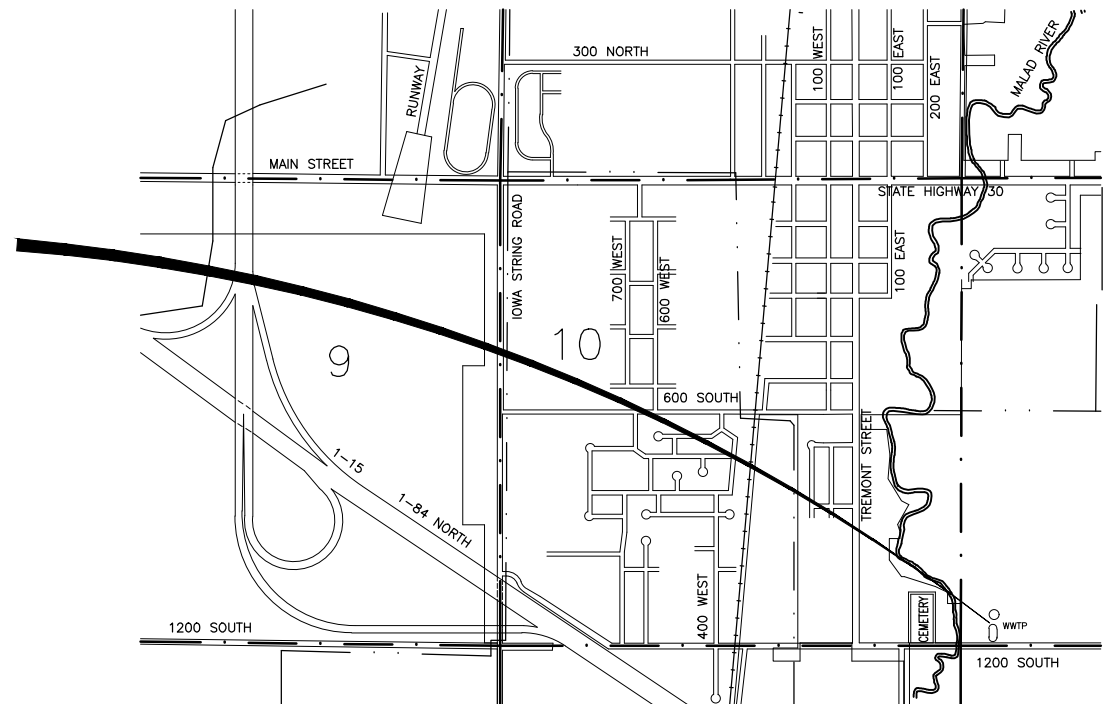
MAY, 2004

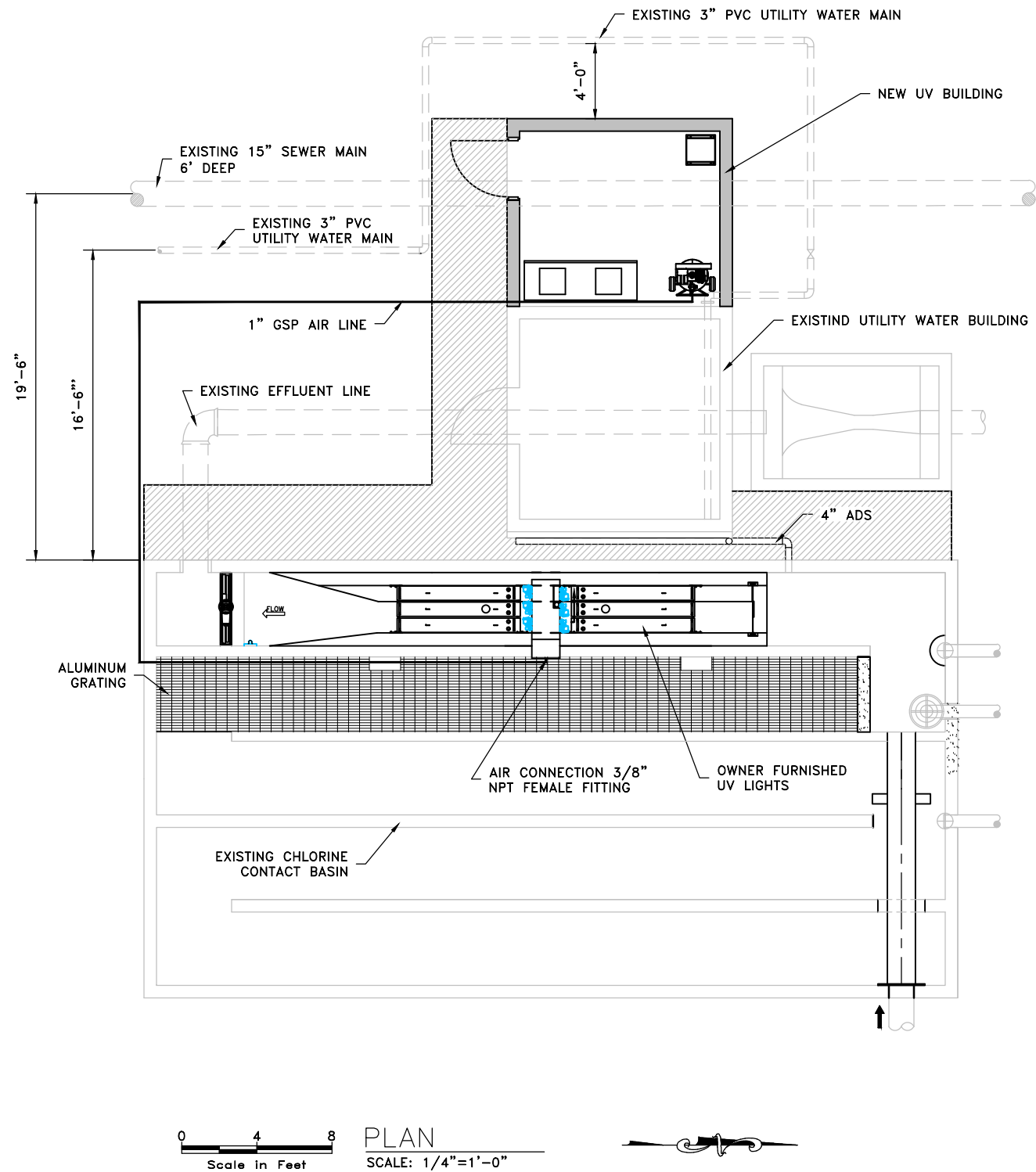


PROJECT
LOCATION

PROJECT
LOCATION

AQUA
ENGINEERING, INC.
533 W. 2600 S., SUITE 275 BOUNTIFUL, UT 84010
PHONE (801) 299-1327 FAX (801) 299-0153





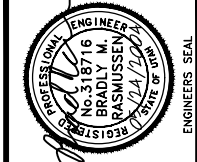
0 1/2 1
DRAWING IS NOT TO
SCALE IF BAR DOES
NOT MEASURE 1"

SHEET
2

AQUA
ENGINEERING, INC.
533 W. 2600 S., SUITE 275 BOUNTIFUL, UT 84010
PHONE (801) 299-1327 FAX (801) 299-0153

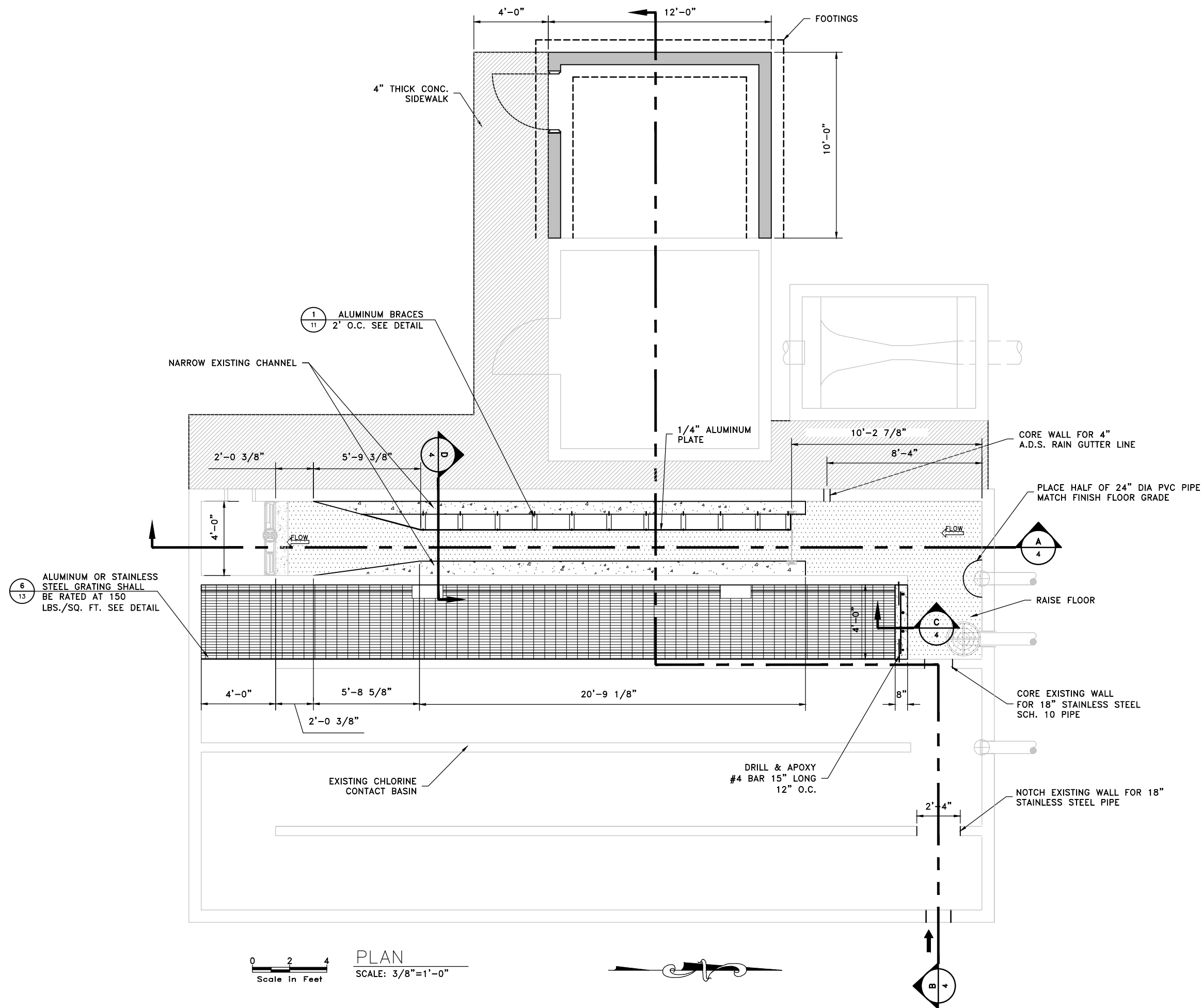
TREMONTON CITY
WASTEWATER TREATMENT PLANT UPGRADE
ULTRAVIOLET DISINFECTION SYSTEM
SITE PLAN

REVISIONS	
NO.	DATE

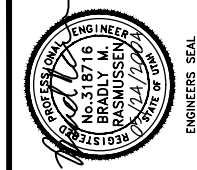


DESIGN: BMR
DRAWN: CFN
CHECKED: BMR
SCALE: AS NOTED
DATE: 05/24/2004

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DESIGN: BMR
DRAWN: CFN
CHECKED: BMR
SCALE: AS NOTED
DATE: 05/24/2004



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TREMONTON CITY
WASTEWATER TREATMENT PLANT UPGRADE
ULTRAVIOLET DISINFECTION SYSTEM
STRUCTURAL PLAN

AQUA ENGINEERING, INC.
533 W. 2600 S., SUITE 275 BOUNTIFUL, UT 84010
PHONE (801) 299-1327 FAX (801) 299-0153

PROPOSAL FOR TREMONTON, UTAH QUOTE: 237328 10/26/2022



TrojanUVSigna™ incorporates revolutionary innovations, including TrojanUV Solo Lamp™ technology, to reduce the total cost of ownership and drastically simplify operation and maintenance. It is the ideal solution for facilities wanting to upgrade their disinfection system easily and cost-effectively.

We are pleased to provide the enclosed TrojanUVSigna proposal. Please do not hesitate to contact us if you have any questions regarding this proposal. We look forward to working with you.

With best regards,

Jordan Fournier
3020 Gore Road
London, Ontario N5V 4T7
Canada
(519) 457 – 3400 ext. 2127

Local Representative:

James Goldhardt
The Coombs Hopkins Company
801.674.2177
James@chcwater.com

jfournier@trojantechnologies.com

DESIGN CRITERIA

Peak Design Flow:	6 MGD(US)
UV Transmittance:	55% (minimum)
Total Suspended Solids:	30 mg/l (30 Day Average, grab sample)
Disinfection Limit:	126 E.coli per 100 ml, 30 day Geometric Mean of consecutive daily grab samples

DESIGN SUMMARY

CHANNEL (Refer to Trojan layout drawing for complete details)	
Number of Channels:	1
Minimum Channel Length Required:	35'
Channel Width at UV Banks:	39.5"
Channel Depth Recommended:	6'-6"
UV BANKS	
Number of Banks per Channel:	3 (4 Future to treat up to 11 MGD)
Number of Lamps per Bank:	12
Total Number of UV Lamps:	36 (Including 12 Redundant Lamps)
Maximum Power Draw:	39.1 kW
UV PANELS	
Power Distribution Center Quantity:	1
Hydraulic System Center Quantity:	1
System Control Center Quantity:	1
ANCILLARY EQUIPMENT	
Level Controller Quantity and Type:	1 Fixed Weir
Integral Bank Walls:	Included
Other Equipment:	2 x Flow Conditioners
ELECTRICAL REQUIREMENTS	

1. Each Power Distribution Center requires an electrical supply of one (1) 480/277V 60Hz, 40.2 kVA
2. Electrical supply for Hydraulic System Center will be (1) 480V 60Hz, 2.5 kVA
3. Electrical supply for System Control Center will be (1) 120V 60Hz, 1.8 kVA
4. The On-line UVT monitor requires (1) 120 Volts, 1 phase, 2 wire + ground, 1A
5. Electrical disconnects are not included in this proposal. Refer to local electrical codes

COMMERCIAL INFORMATION

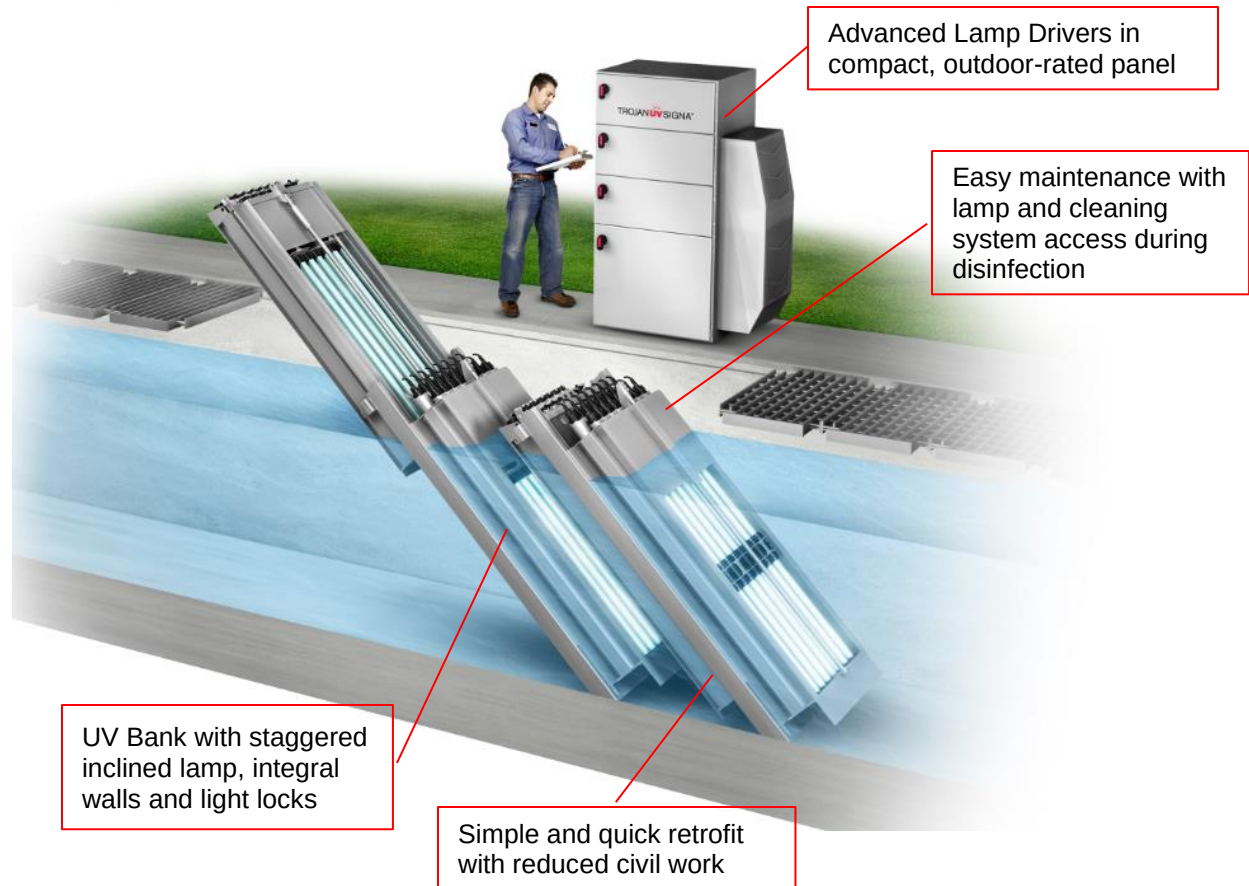
Total Capital Cost: Contact CHC (James Goldhardt)

This price excludes any taxes or duties that may be applicable.
Standard equipment warranties and start up by Trojan-certified technicians are included.

Easy and Cost-Effective Maintenance

- The 1000 watt TrojanUV Solo Lamp combines the benefits of both low pressure and medium pressure lamps
- Fewer lamps, long lamp life and easy change-outs save time and money
- Lamp change-outs and cleaning solution replacement are done while the UV system is in the channel – minimizing downtime and simplifying maintenance
- Routine maintenance can be performed while banks are in the channel, but an Automatic Raising Mechanism (ARM) makes other tasks, such as winterization, simple, safe and easy
- Lamp plugs with LED status indicators and integral safety interlock prevent an operator from accidentally removing an energized lamp
- ActiClean WW™ chemical/mechanical cleaning system to keep sleeves clean during operation

SYSTEM OVERVIEW



Simple to Design and Install

- Light locks on the UV banks control water level within the channel, reducing dependence on downstream weirs and preventing short-circuiting above the lamp arc
- UV Banks include integral reactor walls to make installation easy and prevent short circuiting at the channel walls
- Stringent tolerances on concrete channel walls are not required – making retrofits simple and cost-effective

Supported by Trojan Technologies

- Trojan Technologies warrants all components of the system (excluding UV lamps) against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever comes first.
- UV lamps are warranted for 15,000 hours of operation or 3 years from shipment, whichever comes first. Lamp warranty is pro-rated after 9,000 hours of operation. This means that if a lamp fails prior to 9,000 hours of use, a new lamp is provided at no charge.
- Trojan offers an unparalleled Lifetime Performance Guarantee. The spirit of this guarantee is simple: the Trojan equipment, as sized for the project, will meet the disinfection requirements for the life of the system.

X. EXCEPTIONS

Please state below any and all exceptions that you are taking to any portion of this Request for Proposals. If not addressed below, OWNER then assumes that the vendor will adhere to all terms and conditions as contained in the proposal document. Vendor is responsible to reconcile, at vendor cost, any exceptions not listed in this section. This sheet may also note any additional discounts or other benefits if more than one bid item is awarded to the same supplier (if any). Please provide additional lines or sheets as required. **Finally, cost adders for options, improved materials of constructions, or other options the Owner may want to consider should be included with this form.**

EXHIBIT 2 - TECHNICAL SPECIFICATIONS

2.3.A - The HSC panel use a 1HP motor for the hydraulic pump. The motor is TEFC with Type F insulation that is specifically engineered for use in the HSC panel. The motor is UL listed, CE approved and meets UL 508A standards. We request exception from the additional motor standards.

2.4.A.1 - We are making the assumption that a 120V power feed will be available for our System Control Center. If 120V is not available a 480-120V transformer will be needed. These are typically provided by the contractor.

2.4.G. - UV Banks have local ON/OFF/REMOTE control switch and a Remote Auto/Off/Hand control is available at the OIT but not from SCADA (Read data is available)

2. Wiper system has a local extend/retract/sequence switch and an enable/disable selection at the OIT, not available over SCADA. We request exception from this requirement.

SECTION 409443 – PROGRAMMABLE LOGIC CONTROLLERS

2.5.B - We can not provide a 32mA fuse for analog IO. We have past experiences with nuisance tripping when using fuses rated 50mA and below for analog signals. Hence we provide 500mA fuses for Analog IO

SECTION 409513 – PROCESS CONTROL PANELS AND HARDWARE

2.3.A.1.f - Trojan SCC panels are designed such that we do not need to have wires and equipment routed under the DIN rails. We do not have a DIN rail on 1/2" standoffs..

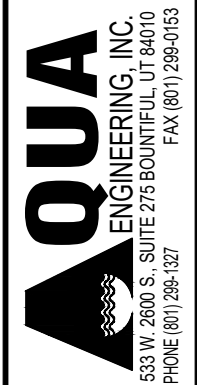
2.3.F.16.b - Trojan does not provide terminal box connections in any of its panels for main power entry. It will be the installation contractors responsibility to terminate the incoming power cables at the main breaker and distribution blocks inside the panel.

2.4.G.4 - For SPD's we provide Type 2 SPDs capable of 20kA surge current in the PDC and HSC from Phoenix contact

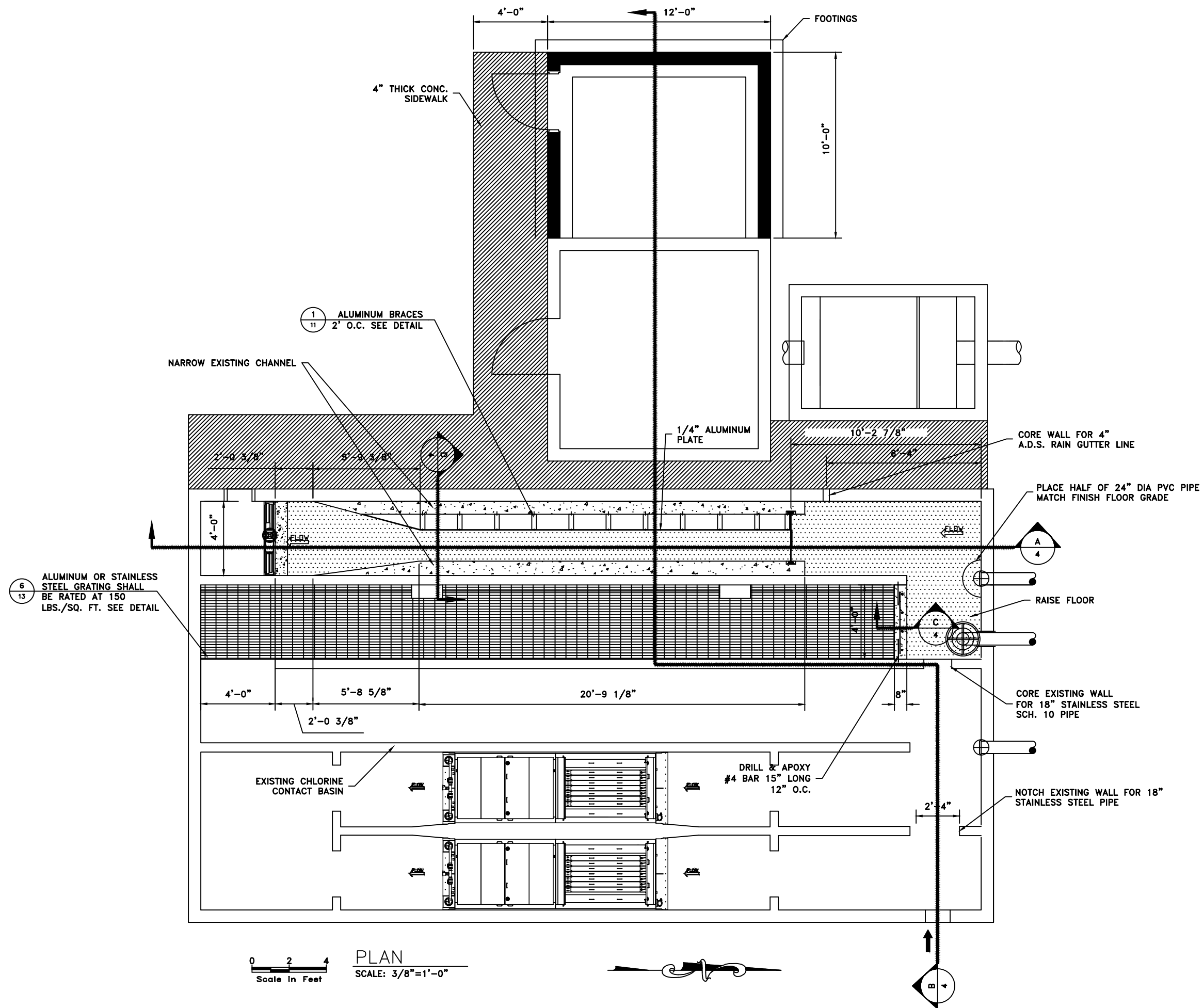


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TREMONTON CITY
WASTEWATER TREATMENT PLANT UPGRADE
ULTRAVIOLET DISINFECTION SYSTEM
STRUCTURAL PLAN



SHEET
3



0 2 4
Scale in Feet

PLAN
SCALE: 3/8"=1'-0"

DRAWING IS NOT TO
SCALE IF BAR DOES
NOT MEASURE 1"

TREMONTON CITY
CITY COUNCIL MEETING
November 15, 2022

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

Senior Center Discussions

Mayor, Connie, Marc, Jenny

10/11/22 – 7 pm – Elwood

Mayor & Jenny

10/12/22 – 7 pm – Bear River City

Mayor, Bret, Marc

10/19/22 – 11:30 am – Box Elder County

Lyle Vance & Connie

11/3/22 – 7 pm – Fielding

Lyle Vance & Connie

12/8/22 – 7 pm – Deweyville

Still need Garland, Howell, Plymouth, Snowville, Honeyville, Portage

Habitat for Humanity Dinner

Friday, November 18, 6-8:30 pm

Academy Square in Brigham City

Need to fill a table of 8

Holiday Extravaganza – Midland Square – December 3 We need judges for the Ugly Sweater Contest!



NOTICE OF PROPOSED TAX INCREASE BEAR RIVER WATER CONSERVANCY DISTRICT

The BEAR RIVER WATER CONSERVANCY DISTRICT is proposing to increase its property tax revenue.

- The BEAR RIVER WATER CONSERVANCY DISTRICT tax on a \$404,000 residence would increase from \$43.11 to \$66.66, which is \$23.55 per year.
- The BEAR RIVER WATER CONSERVANCY DISTRICT tax on a \$404,000 business would increase from \$78.38 to \$121.21, which is \$42.83 per year.
- If the proposed budget is approved, BEAR RIVER WATER CONSERVANCY DISTRICT would increase its property tax budgeted revenue by 54.64% above last year's property tax budgeted revenue excluding eligible new growth.

All concerned citizens are invited to a public hearing on the tax increase.

PUBLIC HEARING

Date/Time: 11/16/2022 6:00 PM

Location: Box Elder County Commission Room
01 South Main
Brigham City, UT 84302

To obtain more information regarding the tax increase, citizens may contact BEAR RIVER WATER CONSERVANCY DISTRICT at 435-723-7034.

TREMONTON CITY
CITY COUNCIL MEETING
November 15, 2022

TITLE:	Review and discussion of the recruitment process for the Fire Chief
FISCAL IMPACT:	Not applicable
PRESENTER:	Shawn Warnke, City Manager

The recruitment and selection process for the Fire Chief follows the common practice of hiring City department heads. More specifically, the process would be that the Tremonton City Manager appoints with the advice and consent of the City Council, which in practice means that the City Manager facilitates the recruiting and screening process and makes a recommendation to the City Council for the appointment of the Fire Chief. Ultimately, the decision to hire the Fire Chief is a Tremonton City Council decision. Below is a summary of how the City Manager will facilitate candidates' recruiting and screening process for the Fire Chief position.

Recruitment & Selection Process. Below is the contemplated process for recruitment and selection. Please know that this process is subject to adjustments as the City and candidates move through the process.

- **Advertising.** The City has posted job announcements to various outlets, which include, but are not limited to, the Utah League of Cities and Towns Job Bank.
- **Initial Screening.** The City Manager and/or Assistant City Manager, Former Fire Chief, and Human Resources would review the applicants and screen the candidates for meeting qualifications.
- **Written Essays.** Candidates that continue through the process after the initial screening would be sent an invitation to submit written responses to relevant questions for the interviewing panel to review ahead of oral interviews. The City used written essay questions during previous recruitment process, which I thought was valuable for many reasons, which include, but are not limited to:
 - Allowed the interviewing panel to gauge a candidate's ability to express their thoughts in writing;
 - Allowed the candidate to provide well-thought-out responses as opposed to the contemporaneous responses that occur during the oral interviews;
 - Allowed candidates to self-eliminate as there are likely candidates not interested in putting forth the work to provide a written essay response;
 - Allowed the interviewing panel to get to know the candidates ahead of the oral interviews and ask more follow-up questions during the oral interview process; and
 - Provided a written document that could be shared with other stakeholders that are not involved in the oral interviews.
- **1st Round of Oral Interviews and Shortlist.** Generally, candidates that submit a written response to the essay questions will receive an invitation to be interviewed. The composition of the interview panel is described in further detail below. Based on the responses in the written essays and oral interviews, the interview panel would identify a shortlist of candidates.
- **2nd Round of Oral Interviews.** The shortlisted candidates would be invited back for a second interview wherein the City could ask additional questions and allow the candidates to ask questions of the City. The recruitment and selection process for a Fire Chief is mutual, wherein the City and candidates are trying to make the best decision regarding the employment opportunity. Part of this process of allowing the candidate to get to know the City, which may include a tour of the fire station and City. The second round of interviews may be conducted by the Interviewing Panel or the Tremonton City Council.
- **Background Check & Testing.** Once a conditional offer is made to a candidate(s), the City can perform background checks, which would be facilitated by the Tremonton Police Department.

Other testing may include pre-employment physical, pre-employment drug screening, psychological, physical, etc.

1st Round Interview Panel. It is proposed that an Interview Panel be created for the interviewing of the Fire Chief. Below are the positions of individuals that I would propose to be included on the Interview Panel.

- Tremonton Mayor
- Wes Estep, Public Works & Tremonton City Council Representative
- Possible Other Tremonton City Council Representatives
- Tremonton City Manager
- Tremonton City Assistant Manager
- Police Chief
- Former Tremonton City Fire Chief
- Fire Department Employees Representatives

Job Description. In accordance with Section III: Employee Hiring of the City Personnel Policies and Linsey Nessen, and the City Manager have reviewed and updated the job description for the Chief's position.

Salary Range. The salary range for this position is between \$38.59 up to \$58.33.

Time Frame. Below is a tentative timeframe for the recruitment and selection of the Fire Chief position:

- November 14th - First review of applications
- November 21st – Send out written essay questions to the candidates that will be interviewed
- December 5th – Applicant's essay questions due and distributed to interviewing panel
- December 15th & 16th – First round of interviews