



**Tremontton City Corporation
City Council Meeting
March 7, 2023
Meeting to be held at
102 South Tremont Street
Tremontton, Utah**

5:00 p.m.

1. Presentation and discussion of the 2024 Fiscal Year Budget for governmental funds
2. Review of the agenda items on 7:00 p.m. City Council Agenda
3. **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*

**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 – February 7, 2023
6. Presentation
 - a. Tremontton City Citizenship Award to Elementary and Intermediate Students
7. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas.

8. New Council Business:
 - a. Discussion and consideration of approving the January 2023 Financial Statements
 - b. Discussion and consideration of approving the January 2023 Warrant Register
 - c. Discussion and consideration of adopting Resolution No. 23-11 ratifying the Jasim Trucking Subdivision and Site Development Agreement
 - d. Discussion and consideration of adopting Resolution No. 23-12 appointing Carey Hunsaker to serve as the Tremonton City Food Pantry Director
 - e. Discussion and consideration of adopting Resolution No. 23-13 acknowledging the recording of a Full Reconveyance in favor of Vince Rogers associated with a Trust Deed and Promissory Note between Tremonton City and Vince Rogers for Vince Rogers' purchase of 207 acres of real property
 - f. Discussion and consideration of adopting Resolution No. 23-14 approving a Professional Services Agreement with Beacon Code Consultants to provide Building Inspection and Plan Review Services
 - g. Discussion and consideration of adopting Resolution No. 23-15 approving the Rivers Edge Dedication Agreement between Rivers Edge Real Holdings, LLC and Tremonton City for the City's receipt of real property, water shares, and easements
 - h. Discussion and consideration of adopting Resolution No. 23-16 selecting Maurine L Bachman as the lead acquisition agent for the 1000 North Widening Project from 2300 West to 2650 West
 - i. Discussion and consideration of approving Resolution No. 23-17 approving a land acquisition agreement between Tremonton City and DC Aston & Company, LLC for Tremonton City's acquisition of 4.309 acres of real property for the intended use of constructing a secondary water equalization basin
9. Calendar Items and Previous Assignment
 - a. Review of calendar
 - b. Unfinished Business/Action Items
 - c. Branding Implementation update
10. Reports & Comments:
 - a. City Administration Reports and Comments
 1. Update on the Integrated Land Use Plan and Transportation Traffic Model Update Proposal
 2. Overview of Fire Chief recruitment process
 - b. Development Review Committee Report and Comments
 1. Overview of recent submittals for site plans and subdivisions
 - c. City Department Head Reports and Comments
 - d. Council Reports and Comments
11. **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*

12. 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 March 3, 2023 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 March 3, 2023.

Linsey Nessen, CITY RECORDER

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING FEBRUARY 7, 2023

Members Present:

Connie Archibald
Wes Estep
Bret Rohde
Rick Seamons
Lyle Vance
Lyle Holmgren, Mayor
Shawn Warnke, City Manager
Marc Christensen, Assistant City Manager
Cynthia Nelson, Deputy Recorder

CITY COUNCIL WORKSHOP

Mayor Holmgren called the February 7, 2023 City Council Workshop to order at 5:03 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 Deputy Recorder Nelson. Also in attendance were: Finance Director Curtis Roberts and City Engineer Chris Breinholt.

Motion by Councilmember Estep to move into closed session. Motion seconded by Councilmember Archibald. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

The Council moved into a closed session at 5:03 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*

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

The Council returned to open session at 5:46 p.m.

2. Discussion of the hydrology of the Cedar Ridge Well and the effectiveness of an Aquifer

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Storage and Recovery (ASR) in the Cedar Ridge Aquifer and Well - John Files, Cascade Water Resources, Richard Emerson

Mayor Holmgren said this Cedar Ridge Well was supposed to produce well, but never really did. This could become a capture area to store water. We have all this water going into the Bear River from springs and is lost. This would reverse that and pump the water from the springs into this well during the off season. The water would be stored and accessed during high demand. We would basically reverse the process. The pipe is already there, we would just have to add about 250 feet of 12-inch line. We have applied for a grant to help with the cost.

Mr. Emerson said last year I did the hydraulic study to find targets for a well and it was quickly apparent that there is not a lot out there. What stuck out quickly was the draw down on the Cedar Ridge area. Brigham City has done a program like this that has been successful and we would expect similar results here. When asked about cost, Mayor Holmgren said we hope to have the CBDG grant to cover about \$250,000. Councilmember Vance asked if it is a lot of money to pump that water on an annual basis, for operations. Manager Warnke said the idea is Director Fulgham would watch the levels to see how much is rising. When that stops, he would shut it off. Assistant City Manager Christensen said we have spent \$84,600 in the Water Fund pumping water and the budget is \$140,000 for all water. Mr. Emerson asked about the injection rate and said I calculated that at 300 injection. Mayor Holmgren said this is one way of capturing high quality water and saves it to use during high demand in a relatively inexpensive way.

When asked if there were other areas to capture water, Mr. Emerson said I mostly look on the fault zone on the bench, but the concern is that you start pulling water from the bedrock aquifer, which is likely feeding all the springs. You run into potential impairment issues that could impact other users. The Cedar Ridge Aquifer stood out as unique. It is a small aquifer that is not getting a lot of recharge even though the well produces, if we can get more water into that, it is your best bet. The Council thanked him for his time. Mayor Holmgren said we hope to move forward with it this summer.

3. Discussion of the Bear River Canal Company's (BRCC) requirement for equalization basins and BRCC's application for PL83- 566 Grant Funds- Trevor Nielson, General Manager for Bear River Canal Company & Randy Udy, Assistant GM @ BRCC

Mr. Nielson gave a history on the Bear River Canal Company. He said Tremonton City is one of our larger shareholders. We do a headgate turn schedule and every single share is scheduled down to the minute, each week on how much water is given. The City is unique in that they have full-time headgates with on demand extraction for the secondary system. There are different water stations throughout the City. Service Area 9 is planned, but we run into issues with the bylaws of the canal company. You are required to use your water within your scheduled limits (time or flow). As good stewards of the water, your citizens water at night more than in the day. Without a storage facility the issue is you are using everything you can in the night and then in the day the rest is just going downstream. City management has done a good job of utilizing the resources you have,

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but you have to supplement because it is use or lose without a storage pond. If you could capture and hold that water, you would have plenty to hit your peak. Most of the time the City is in compliance, but regularly you are exceeding your extractions. The Jeanie Stevens area is more prominent—26% of the time the City is not compliant with the bylaws. Director Fulgham and I have worked together to make some adjustments. The big issue is the school and the park irrigating at the same time. Having them rotate days helps. On the whole, the City has not violated its overall allocation, but each of the stations need to show they are not peaking over the allowed amount. For the City to continue to grow and have sufficient shares, the pond on the Central Canal needs to be built. If you want to install that additional pump station on the east you will need to put a pond on the East Canal, too. That would free up some of the shares that are being used and allow you to do volume instead of flow. The advantage to storage is that the canal runs steady. We try to minimize issues and we have technology to help with that. We are taking preparations ourselves and obtaining grants to help us develop this system. They then watched a video explaining that system. Mr. Nielson said this is a \$7 to \$9 million investment and we are well on our way to getting that done. Installing the pond on the Central Canal would help with operations. We think it is a good political move for both organizations. There are learning curves with this, but we want to be good neighbors and work through this with you. We encourage you to make those investments. We will have to have one pond for each canal, but timing is based on growth.

Councilmember Vance said you talked about adjustments being made to make this work, can we still continue to do that to save money and not put another holding pond in? Mr. Nielson said technically last year the City was in violation. The one pump was only 3% of the time, but another was 26% of the time so that needs to be adjusted. We have worked on rearranging the shares and doing things with the school, but if the operational adjustments do not work then pump station 2 will be in violation of the bylaws again. My reasonable estimation is unless you purchase a significant block of shares you will not have enough for 2024 without the basin for storage.

Mr. Nielson discussed a program that could help the City fund these types of projects. We will be able to install ours after 2025. As fast as the City is growing, I do not see us being able to service the City's needs with the number of shares you have beyond the 2023 season. We were hopeful the central and east canal ponds could be installed with these funds. We are willing to honor our commitment we made that you could wait until 2025 if that is what the City needed. However, we cannot approve another pump station on the east side of the Malad River until there is reason to believe there will be more shares and the existing system is operating in the constraints of the bylaws. The holding ponds are required in accordance with the motions made by the Board of Directors. Manager Warnke said when you violate your peak use, as an administrative penalty they lock you out for a week and that is something we want to avoid. We want to be good neighbors, too. We do have the equalization basin on the Central Canal engineered and it is to a point where we can put it out to bid. We think we can move forward and are trying to get it under construction this season. The Council thanked them for their time.

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

The meeting adjourned at 6:54 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Holmgren called the February 7, 2023 City Council Meeting to order at 6:59 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 Deputy Recorder Nelson. The following Department Heads were also present: Interim Fire Chief Chris Scothern, Police Chief Dustin Cordova, Parks and Recreation Director Zach LeFevre, Treasurer Sharri Oyler, and Social Media Manager Sara Mohrman. Also in attendance were: Finance Director Curtis Roberts, City Engineer Chris Breinholt and City Attorney Dustin Ericson.

- 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 Mayor Holmgren and the Pledge of Allegiance was led by Former Mayor Roger Fridal.

- 2. Introduction of guests: Mayor Holmgren welcomed those in attendance, including a group of students.

- 3. Declaration of Conflict of Interest: None.

- 4. Approval of Agenda:

Motion by Councilmember Archibald to approve the agenda of February 7, 2023 with items 11. a. 3 and 11. b. 1 being moved before the Public Comment period. Motion seconded by Councilmember Seamons. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

- 5. Approval of minutes – January 24, 2023

Motion by Councilmember Estep to approve the minutes of January 24, 2023. Motion seconded by Councilmember Rohde. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

- 6. Presentation
a. Tremonton City Citizenship Award to Elementary and Intermediate Students

Mayor Holmgren said we started this a few months ago to recognize students

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from our local schools for their desire to be good citizens and examples. I would like to recognize Councilmembers Estep and Archibald for this idea. They have done a great job of working with the schools. Thank you to the principals for showing interest. He then read those students' names, gave them a gift card and took a picture.

- b. Fiscal Year 2022 Audited Financial Statements- Curtis Roberts, Finance Director, Auditors Mike Kidman and Andy Hernandez

Auditors Mike Kidman and Andy Hernandez presented. Mr. Kidman said the audit went well. We appreciate those who helped us work through the documents. He then reviewed the different sections of the report. The financial statements are presented correctly. We have looked at controls and compliance to make sure we get the correct process and understand how things come together. We did not find any material weaknesses in the controls structure. Nor did we find any major compliance issues. The next one emphasizes State laws and regulations. This is a pass fail, showing whether you comply or not. We did not find any weaknesses or errors with your compliance efforts in regards to the State issues. This last one was done because there was so much federal money with the COVID Relief Funds. Finance Director Roberts did a good job directing us in this option to be focused and efficient in testing the COVID dollars. It was short and to the point. The City did a good job documenting that so we could see the compliance was met. There is also the standard management letter, required communications, accounting policies and practices. Tremonton is very well run. Your people do a good job. This is a clean report that you should be happy with.

Director Roberts explained that he learned in school the importance of painting a picture for an entity based on words and numbers. What they look like, how they are functioning and what is making them work. That is what financial statements do. It needs to paint a picture of what this government looks like and what direction it is going and where it has been. He reviewed the populations of Tremonton and how it has grown over the years. He also compared the financial statements and balances from previous years to show how the City has evolved. We have come a long way. The City Council and administration said we are not sure we like the picture we are painting we think we can do better and be better stewards with City funds. A conscious effort was made to stop leasing and start paying for things as we go and to save money. Where the city is now is thanks to the inspired leadership of the Council, the hard work and tons of hours by City staff. We can report the General Fund is very solid and where it needs to be. There are still improvements we can make and a vision out there to make it stronger. Now, when something breaks down we are not scrambling to see who will loan us money. You have the ability to direct projects you want to do and not just handling emergencies. The biggest things I want to present is this vision was caught 10 to 15 years ago. We are moving into budget season and we need the Council to say this was 10 years ago what do you want to see in 10 years from now? What is the picture you want to paint and what numbers can we start putting

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together? I am super excited about this financial report and the legacy it has presented over the years. The Council and City staff have monitored their spending and been stewards of the City’s funds to create a fantastic place where we are at. Mayor Holmgren said we appreciate this report and your way of telling us about it. It makes me feel good about our direction. We are in a transition and this is a good time to start thinking about what we want things to look like.

- 7. Years of Service Award
 - a. Blair Westergard, Fire Department – 40 years
 - b. Mary Ann Andersen, Senior Center – 10 Years
 - c. Zach LeFevre, Parks & Recreation – 10 Years

Mayor Holmgren thanked them for their years of service. Interim Fire Chief Scothern read through Mr. Westergard’s bio and experience for his 40 years of sacrifice. Mayor Holmgren then read through Mrs. Andersen’s bio and experience for her time at the Senior Center. Assistant City Manager Christensen read a bio for Mr. LeFevre explaining his time with Parks and Rec. Mayor Holmgren said we appreciate all our employees.

Items 11. b. 1. and 11. a. 3. were discussed next. Manager Warnke said back in December 2021 the Council approved a zoning ordinance—an annexation and zoning ordinance for Rivers Edge. That was a legislative decision, which is done through ordinances. At this point, City staff is reviewing land use applications to make sure it complies with the Code. Approval of the subdivision is an administrative decision that is done by the Development Review Committee. The River’s Edge group has been working toward getting their first phase of this development. They have submitted construction plans and we are in the final stages of reviewing those for compliance. We are also working on a development agreement, which formalizes all the requirements and conditions. That will be recorded and run with the property. An engineer’s estimate also accompanies that development agreement, which is used to secure public improvements associated with approval. A unique element of this is a phased development agreement between Tremonton City, the developer, and the Utah Department of Transportation. A traffic study was required and reviewed by UDOT. It was determined that after the first phase, before or in conjunction with the second phase, they will need to install a traffic light. That agreement is forthcoming. In future phases, there is an outlet to SR-13 through property that is currently owned by the Canal Company. The developer is in the final stages of securing the expansion of their property to accommodate all the turning movements at that intersection. Part of the pre-annexation agreement requires they dedicate to the City a pump station site along with easements. Those are in the process of being dedicated, along with the park and water shares. Those are all forthcoming. Through the public comment process came the need for a traffic light at the Crossroads. Based upon that, the City reached out to UDOT and has worked with them to do a traffic study. Since then we have continued to evaluate and find solutions. UDOT is proposing a traditional intersection, but there will not be dedicated lanes for each traffic movement in all directions. That should be

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constructed in 2024.

8. Public comments:

Resident Capree Austin said Lookout Point 234, Spring Hollow 41, Spring Acres 53, Edgewood 226, Matheson 304, Holmgren East 17, Tremonton Place 28, Aspen Ridge 150, Hansen 418, River Valley 32, and I did not get numbers for Envision Estates, Bear River Meadows, Harvest Village and Archibald Estates. So, we are around 3,200 units. I am disheartened to see the amount of growth and not the infrastructure to support it. As a resident I try to shop here, but Main Street is a mess. There are businesses I want to support, but Kents is a mess, Ridley's is a mess and people shop outside. There have been comments of let us sell the City. When we look at the numbers, we are growing too fast. A survey was done with about 350 people, which is not even 1% of the residents who live here and 83% of them think we are growing too fast. That is why I am here. I think we are moving too fast. I cannot even pull out of my neighborhood. I work outside of this community because in order to afford my house I cannot work here. Rather than keep building and pushing people here, let us provide jobs for them, infrastructure and bring businesses people want to support. We keep talking about affordable housing. We have the State on this and we are going to get penalties, but the State has never penalized anyone for not having affordable housing. They have a process that is broken. I think we should progress and we have to, but in order to do that we have to have affordable housing and call it what it is. How do you regulate what a contractor builds or what homes are selling for? You cannot do that. A contractor can come in and say these are affordable, but \$500,000 is not affordable. Our median income in Tremonton is \$60,000 and in order to afford a \$500,000 home, which is what these are selling for, you would have to have an income of \$113,000 with 20% down, which is \$100,000. The majority of the residents cannot do that. As far as the stoplight goes that sounds like a great idea. On my way home it was a half a mile long. It went way past the storage units. A traffic light is perfect, but one with turning lanes. Thank you.

Resident Kristy Bowcutt said I read the state of the City, which I appreciate. Some thing that caught my attention is the citizens are worried about water and after listening to the previous meeting we should all be worried about the water, as well as road congestion and services. I have had a few ambulance rides and I wonder how stretched our EMTs are. They are such a vital part of our community. Are we stretching them too thin by adding more and more people? Our numbers have doubled since 2020. That is not in any way the values that a lot of you ran on for office. The future land use map, shows what the City can handle, but if we do not have water why are we allowing people to continue to build? That is a big concern of mine. River's Edge is back on. Why apartments? Resident and Planning Commission Member Paul Fowler asked the same question and this answer was given to him by Manager Warnke, who said, I love to see a variety of housing in Box Elder County. We do not need any more apartments we need affordable housing. I look at my kids and they cannot afford things. It is scary. We need to really take a step back and look at our services. We do not have enough water and our sewer is the pits. Try to get a doctor's appointment. I had an emergency and was told the end of January you can see your doctor the end of February. I said I cannot wait so I went in and they said you have to take care of this, but we cannot take care of it for two weeks.

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Everything adds up, line upon line and precept upon precept. If the services are not there, we cannot keep pushing these housing districts. Somewhere someone needs to pull the strings back. There is a huge project that has been projected up on Radio hill, too. Step back and look at the town.

Resident Tasha Speas said why are we starting this subdivision if we cannot even get a stoplight until 2024 and adding more homes. Manager Warnke said when River’s Edge complies with the requirements, they can record. They are planning to construct this spring. Once they record, they have a year to start improvements. Mrs. Speas said so UDOT is requiring the light around Phase 2, but you said it might be after Phase 2 has started? The road has never been finished to connect 775 East so when you say they might have to put that in with Phase 2 is it a for sure thing? Manager Warnke said the road you are talking about will be done with Phase 1. When they record the development, they have one year to start the improvements. The Main Street light is not required during Phase 1. I have not seen the complete agreement, but a certain number of lots is what would trigger that. It could be half way through Phase 2, but I will know more when I see it in writing.

- 9. New Council Business:
 - a. Discussion and consideration of adopting Resolution No. 23-09 approving a consultant agreement between Hemmco, LCC, and Tremonton City for lobbying services on state and local government relations and appropriations with the Utah Legislature and State Government agencies

Manager Warnke said this would be Tremonton City working with a group of individuals to help us secure a water grant (\$1 million to \$2 million). We feel we have a good chance of obtaining them based on the process we are proposing. Mayor Holmgren said we are considering using this ARPA funding to construct Service Area 4. Manager Warnke said Senator Scott Sandall introduced us to these individuals and we feel it is a good fit to help us secure these funds. Mayor Holmgren said we are being asked to come up with \$100,000, which can be paid over the two budget periods over 10 months. We did quite a bit of research on these people and many Utah cities have used them and they came back highly recommended. We are feeling good about this. Manager Warnke said they have a 100% success rate, but I would say there is always risk with any water development. There is no sure thing in water.

Motion by Councilmember Vance to adopt 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.

- b. Discussion and consideration of adopting Resolution No. 23-10, a resolution of the City Council of Tremonton City, Utah declaring its intention to reimburse itself for expenditures incurred in connection with financing all or a portion of the costs of the acquisition of property and construction of improvements and to the issuer’s water system and all related improvements, with proceeds of bonds that it intends to issue; and related matters.

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Manager Warnke said Councilmember Vance asked City staff to look into the possibility of getting reimbursed from future bond proceeds for expenses we would be making now. We were trying to acquire property for the equalization basin on the East Canal. Historically, the City has bonded for the build out of secondary water. I reached out to our bond council and Zions Bank, and the municipal advisor told us of a path forward, which is called a reimbursement resolution. There are certain rules as it relates to using those bond proceeds since they are tax exempt. You need to declare ahead of your expense or you have 60 days. This opens the gate and time period into the future. Our bond council put that resolution together. They looked at what it would take to build out service areas 4 and 9 (about \$6 million). It does require that you put an amount in that resolution that you think you might want to be reimbursed. I used that as the parameters. This essentially allows you to spend up to \$6 million now or anytime into the future. Then if you elected to go through and bond for improvements then you can reimburse yourself from those bond proceeds. This is specific to water system improvements, but it is pretty broadly defined to allow us as much flexibility as possible. It does not apply to wastewater. This gives us more options in the future and is the mechanism to do that.

Manager Warnke said you also requested cost estimates for various improvements and those are detailed here in these pages. Cost is \$250,000 for the equalization basin and site improvements, but that does not include the cost of the land. Director Roberts reviewed their financials. The water fund has \$4.4 million. Nearly \$1.6 was left over from the bond proceeds, we spent that for improvements, but the \$4 million is sitting there. We have \$2.5 million that could comfortably be used for water improvements. We have flexibility and been able to build this up. We could invest that into the water system. This fund had a large amount of impact fees that were sitting there. When the City adopted a new impact fee ordinance last year, the ordinance allowed for the recovery of impact fees against secondary water improvements. We made that cash available for water projects and released all the restrictions on it. It was very strategic. Manager Warnke said one of the issues with impact fees is if you are not issuing a lot of building permits then you do not have a lot of impact fees to collect. We have talked about growth and that in part has opened up the resources to acquire those impact fees all at once to do some of these projects.

Motion by Councilmember Archibald to adopt the resolution. 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.

- c. Discussion and consideration of adopting Resolution No. 23-04 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

Assistant City Manager Christensen said this is a continuation of the discussion we had in January. These are budget amendments for this current fiscal year. We do this a few times a year for unforeseen things. Personnel is ongoing, but these

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others are one-time purchases we can absorb with fund balances. One of the recommendations from our previous fire chief was to hire three shift captains so they have 24-hour coverage with four people on a shift instead of three. This would allow them to have two different crews running without having on-call. This total annually is \$330,000 about \$110,000 for each captain, which includes benefits and salaries. We had an ambulance scheduled to purchase this year, but it will not be available. If we were to hire those three people this year it would be about 25% for the last quarter. That is where we get \$71,900 (one quarter for three captains). Councilmember Rohde said I see the need, but we also need police officers and other things. I cannot see the whole picture. If we pass this now then we get hit with something else. I want to know the total picture. Councilmember Estep asked about the five-year plans from department heads. Assistant City Manager Christensen said I have received all that. At the next fiscal year budget, I will come with the personnel issues for the whole City. Councilmember Rohde said I would be more comfortable if I could see that. We will have to prioritize, but it would be nice to know. They reviewed what they have for Fire and EMS funds and where that could be pulled in the future. Director Roberts said this is a base line level of service. You have to have firefighters ready to respond. This is what we are committing to have, a good solid fire force and make sure the fund stays healthy. You have to look at ongoing costs and revenues, but I am comfortable with the ongoing costs. Councilmember Rohde said if the fund is covering itself then I am fine with that. The firefighters need to know we are in total support of them. They are vital. Councilmember Vance said we do need to see the whole picture so we do not feel strong armed into voting for stuff. We need to know what is going on before we get to that point. Assistant City Manager Christensen said I have a pretty good draft budget. We will be a month or two ahead of where we were last year. We are working on getting it together for the whole picture.

Motion by Councilmember Rohde to adopt the resolution as written and discussed. 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.

- d. Discussion and consideration of disposing of a 1996 Ford ambulance

Chief Cordova said we do not need it and it is taking up space. It was given to us and we have not used it. There are other options so we want to get rid of it. There is a market for them and people have contacted us about it.

Motion by Councilmember Estep to dispose of the ambulance and put the money into the General Fund. Motion seconded by Councilmembers Archibald and Rohde. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

10. Calendar Items and Previous Assignment
- a. Review of calendar: None.
 - b. Unfinished Business/Action Items: None.

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- c. Branding Implementation update: None.

11. Reports & Comments:

- a. City Administration Reports and Comments
 - 1. UTOPIA Fiber Subscriber Report: Not at this time.
 - 2. Box Elder County Ordinance Text Amendment on Annexation Policy

Manager Warnke said Councilmember Vance and others have asked how we can work with the County and health department on growth patterns that do not inhibit our ability to provide services as the City continues to annex. The County recently approved an ordinance and the language is in your packet. It requires that any development being proposed in the County within our declared annexation areas would come to the City first for annexation. They would need to make a petition to be annexed and the City would evaluate the ability to provide services. We will continue to work with the health department to get ordinances in place to deal with septic tanks.

- 3. Traffic signal at the intersection of SR 102 (Main Street) and SR 13

This item was discussed before the Public Comment.

- 4. Water Capital Improvement Plan associated with the Water Rate Study being performed by Zions Bank Public Finance: Not at this time.
- 5. Preparation of request for bids for chip seal project: Not at this time.

- b. Development Review Committee Report
 - 1. Rivers Edge, Phase 1 Final Plat Approval

This item was discussed before the Public Comment.

- 2. Townhomes on 400 West: Not at this time.

- c. City Department Head Reports and Comments

Interim Fire Chief Scothern said we got the exhaust system installed and running. It seems to be working well. All of our ambulances now have powerlifts.

Police Chief Cordova said I talked to Manager Warnke about some updates to discuss in close session. I commend Interim Fire Chief Scothern for doing the radios. That was quite a bit of money and hopefully we can figure that out soon.

Social Media Manager Mohrman said Mardi Gras is soon and will be held at Midland Square. People are excited and it is something different from what we normally offer.

Animal Shelter Technician Beagley said the new program with our dogs and cats is working. We had 13 animals that came into the shelter. Five were returned to

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their owners, one was put into rescue, and two were put in foster homes. We still have five at the shelter and some updates are pending. The good news is none have been euthanized.

d. City Council Reports and Comments

Councilmember Estep said if your neighbor’s car is parked on the road during a snow storm ask them to move it. We had 10 cars that have not been moved since last summer and we have been plowing around them. Chief Cordova will take care of those.

Mayor Holmgren said you did a great job of clearing the streets, we appreciate your efforts and what you are doing. This is a great City to be a part of and I love watching all the good things going on. I wish our people making public comments would stay and listen to the rest of the meeting, they would have got a lot better feeling of where this City is going. People have been complaining about how we are not being responsible with our growth, but I think that is not true. We are being very responsible in how we are doing things.

12. **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*

13. Adjournment.

Motion by Councilmember Seamons to adjourn the meeting. Motion seconded by consensus of the Council. Vote: Councilmember Archibald - aye, Councilmember Estep - aye, Councilmember Rohde - aye, Councilmember Seamons - aye, Councilmember Vance - aye. Motion approved.

The meeting adjourned at 9:26 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 _____, 2023.

Linsey Nessen, City Recorder

CITY OF TREMONTON
FUND SUMMARY
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES	500,545.07	4,140,607.72	5,193,000.00	1,052,392.28	79.7
LICENSES & PERMITS	4,921.14	120,918.40	226,200.00	105,281.60	53.5
INTERGOVERNMENTAL - SENIOR SE	82,258.75	197,142.33	218,100.00	20,957.67	90.4
OTHER INTERGOVERNMENTAL REV.	88,240.99	358,981.34	477,500.00	118,518.66	75.2
OTHER INCOME	81,094.42	483,012.54	723,400.00	240,387.46	66.8
ADMINISTRATION SERVICES	.00	.00	40,500.00	40,500.00	.0
TRANSFERS/FUND BAL TO BE APPR	.00	.00	281,500.00	281,500.00	.0
	<u>757,060.37</u>	<u>5,300,662.33</u>	<u>7,160,200.00</u>	<u>1,859,537.67</u>	<u>74.0</u>
<u>EXPENDITURES</u>					
NON DEPARTMENTAL	5,924.94	49,569.79	65,400.00	15,830.21	75.8
CITY COUNCIL	6,567.17	50,106.03	72,650.00	22,543.97	69.0
COURT	7,726.55	64,650.32	109,100.00	44,449.68	59.3
CITY ADMINISTRATION	20,143.05	133,065.83	228,200.00	95,134.17	58.3
TREASURER	5,526.98	44,899.18	80,600.00	35,700.82	55.7
RECORDER	7,174.09	55,731.22	100,000.00	44,268.78	55.7
PROFESSIONAL	10,177.47	39,806.48	98,400.00	58,593.52	40.5
ECONOMIC DEVELOPMENT	11,987.22	26,252.42	27,000.00	747.58	97.2
ELECTION	.00	.00	200.00	200.00	.0
CIVIC CENTER	3,141.79	18,901.04	31,400.00	12,498.96	60.2
PLANNING & COMM DEVELOPMENT	2,499.87	33,140.01	126,400.00	93,259.99	26.2
TRE. ENFORCEMENT LIQUOR LAWS	.00	.00	10,000.00	10,000.00	.0
POLICE DEPARTMENT	167,413.01	1,234,284.21	2,165,800.00	931,515.79	57.0
BUILDING INSPECTION	10,059.84	84,549.26	144,000.00	59,450.74	58.7
EMERGENCY MANAGEMENT	.00	.00	600.00	600.00	.0
GARBAGE COLLECTION	33,028.52	224,929.80	440,500.00	215,570.20	51.1
STREETS DEPARTMENT	61,470.87	442,165.22	889,400.00	447,234.78	49.7
CLASS C ROAD PROJECT	23,328.60	32,826.74	34,000.00	1,173.26	96.6
SENIOR PROGRAMMING	7,572.73	61,051.13	124,700.00	63,648.87	49.0
CONGREGATE MEALS	9,858.59	60,844.49	102,000.00	41,155.51	59.7
HOME DELIVERED MEALS	27,638.66	140,679.74	201,700.00	61,020.26	69.8
SENIOR BUILDING	2,910.61	24,672.14	50,600.00	25,927.86	48.8
GOLF COURSE	.00	.00	2,500.00	2,500.00	.0
CEMETERY	281.59	27,396.28	50,500.00	23,103.72	54.3
PARKS	22,611.37	248,589.74	426,500.00	177,910.26	58.3
COMMUNITY EVENTS	169.21	50,160.70	110,400.00	60,239.30	45.4
LIBRARY	30,491.66	209,912.05	349,100.00	139,187.95	60.1
CONTRIBUTIONS TO OTHER UNITS	32,959.44	230,716.08	293,000.00	62,283.92	78.7
TRANSFER TO OTHER FUNDS	.00	.00	825,550.00	825,550.00	.0
	<u>510,663.83</u>	<u>3,588,899.90</u>	<u>7,160,200.00</u>	<u>3,571,300.10</u>	<u>50.1</u>
NET REVENUE OVER EXPENDITURES	<u>246,396.54</u>	<u>1,711,762.43</u>	<u>.00</u>	<u>(1,711,762.43)</u>	<u>.0</u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

FOOD PANTRY - SPECIAL REV FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL REVENUE	3,416.57	9,137.13	9,000.00	(137.13)	101.5
OTHER INCOME	912.46	3,663.84	500.00	(3,163.84)	732.8
DONATIONS	1,620.00	79,643.63	35,000.00	(44,643.63)	227.6
TRANSFERS/BAL TO BE APPROPRIAT	.00	.00	45,000.00	45,000.00	.0
	<u>5,949.03</u>	<u>92,444.60</u>	<u>89,500.00</u>	<u>(2,944.60)</u>	<u>103.3</u>
<u>EXPENDITURES</u>					
FOOD PANTRY EXPENSE	7,309.95	31,145.23	89,300.00	58,154.77	34.9
ADMIN SERVICE CHARGE	.00	.00	200.00	200.00	.0
	<u>7,309.95</u>	<u>31,145.23</u>	<u>89,500.00</u>	<u>58,354.77</u>	<u>34.8</u>
NET REVENUE OVER EXPENDITURES	<u>(1,360.92)</u>	<u>61,299.37</u>	<u>.00</u>	<u>(61,299.37)</u>	<u>.0</u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
ADULT PROGRAMS	1,174.00	7,437.50	15,200.00	7,762.50	48.9
YOUTH PROGRAMS	1,570.00	59,056.00	65,200.00	6,144.00	90.6
MISC. PROGRAMS	5,750.00	12,965.66	29,400.00	16,434.34	44.1
OTHER INCOME	1,419.54	8,725.48	5,250.00	(3,475.48)	166.2
DONATIONS	.00	.00	200.00	200.00	.0
TRANSFERS/FUND BAL TO BE APPRO	.00	.00	167,050.00	167,050.00	.0
	<u>9,913.54</u>	<u>88,184.64</u>	<u>282,300.00</u>	<u>194,115.36</u>	<u>31.2</u>
<u>EXPENDITURES</u>					
NON DEPARTMENTAL EXPENSE	7,922.30	61,221.85	160,100.00	98,878.15	38.2
CONCESSION STAND	.00	1,194.61	9,000.00	7,805.39	13.3
SPECIAL EVENTS	37.00	37.46	3,800.00	3,762.54	1.0
TOURNAMENTS	.00	8,820.54	16,800.00	7,979.46	52.5
ADULT SOCCER	.00	50.78	1,600.00	1,549.22	3.2
ADULT SOFTBALL	.00	2,640.06	7,600.00	4,959.94	34.7
PICKLEBALL	556.95	840.31	7,800.00	6,959.69	10.8
YOUTH BASEBALL	80.00	7,747.64	12,600.00	4,852.36	61.5
YOUTH BASKETBALL	5,557.80	6,163.88	26,000.00	19,836.12	23.7
YOUTH FLAG FOOTBALL	40.00	4,427.54	4,000.00	(427.54)	110.7
YOUTH SOCCER	232.00	4,875.65	9,900.00	5,024.35	49.3
YOUTH TRACK AND FIELD	.00	.00	3,200.00	3,200.00	.0
YOUTH VOLLEYBALL	.00	.57	1,200.00	1,199.43	.1
YOUTH GOLF	.00	.00	3,500.00	3,500.00	.0
YOUTH BOWLING	.00	.00	700.00	700.00	.0
YOUTH KARATE	.00	.68	800.00	799.32	.1
YOUTH CAMPS	.00	2,045.00	3,500.00	1,455.00	58.4
ADMIN SERVICE CHARGES	.00	.00	10,200.00	10,200.00	.0
	<u>14,426.05</u>	<u>100,066.57</u>	<u>282,300.00</u>	<u>182,233.43</u>	<u>35.5</u>
NET REVENUE OVER EXPENDITURES	<u>(4,512.51)</u>	<u>(11,881.93)</u>	<u>.00</u>	<u>11,881.93</u>	<u>.0</u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

SPECIAL REVENUE FUND - PARKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
OTHER INCOME	2,034.44	137,434.45	587,000.00	449,565.55	23.4
	2,034.44	137,434.45	587,000.00	449,565.55	23.4
<u>EXPENDITURES</u>					
PARKS & RECREATION	660.00	522,107.95	587,000.00	64,892.05	89.0
	660.00	522,107.95	587,000.00	64,892.05	89.0
NET REVENUE OVER EXPENDITURES	1,374.44	(384,673.50)	.00	384,673.50	.0

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

FIRE DEPARTMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
FIRE INTERGOVERNMENTAL REV	.00	27,723.14	142,300.00	114,576.86	19.5
EMS - CHARGES FOR SERVICES	153,013.06	782,856.68	1,290,000.00	507,143.32	60.7
FIRE - OTHER INCOME	3,963.58	51,757.60	39,200.00	(12,557.60)	132.0
EMS - OTHER INCOME	.00	6,542.91	15,500.00	8,957.09	42.2
MISC INCOME	.00	.00	648,800.00	648,800.00	.0
	<u>156,976.64</u>	<u>868,880.33</u>	<u>2,135,800.00</u>	<u>1,266,919.67</u>	<u>40.7</u>
<u>EXPENDITURES</u>					
NON-DEPARTMENTAL EXPENSE	9,263.63	177,154.87	479,600.00	302,445.13	36.9
FIRE DEPARTMENT EXPENSE	6,460.21	122,972.06	358,500.00	235,527.94	34.3
EMS DEPARTMENT EXPENSE	84,166.63	603,096.80	1,288,500.00	685,403.20	46.8
ADMINISTRATIVE FEES	.00	.00	9,200.00	9,200.00	.0
	<u>99,890.47</u>	<u>903,223.73</u>	<u>2,135,800.00</u>	<u>1,232,576.27</u>	<u>42.3</u>
NET REVENUE OVER EXPENDITURES	<u>57,086.17</u>	<u>(34,343.40)</u>	<u>.00</u>	<u>34,343.40</u>	<u>.0</u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
INTEREST	9,928.09	41,764.98	.00	(41,764.98)	.0
TRANSFERS/FUND BAL TO BE APPRO	.00	.00	95,000.00	95,000.00	.0
	<u>9,928.09</u>	<u>41,764.98</u>	<u>95,000.00</u>	<u>53,235.02</u>	<u>44.0</u>
<u>EXPENDITURES</u>					
PARKS CAPITAL PROJECTS	.00	1,120.50	15,000.00	13,879.50	7.5
SENIORS CAPITAL PROJECTS	.00	893.00	30,000.00	29,107.00	3.0
CEMETERY CAPITAL PROJECTS	.00	.00	50,000.00	50,000.00	.0
	<u>.00</u>	<u>2,013.50</u>	<u>95,000.00</u>	<u>92,986.50</u>	<u>2.1</u>
NET REVENUE OVER EXPENDITURES	<u><u>9,928.09</u></u>	<u><u>39,751.48</u></u>	<u><u>.00</u></u>	<u><u>(39,751.48)</u></u>	<u><u>.0</u></u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

VEHICLE/EQUIP CAP PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
MISCELLANEOUS INCOME	3,492.40	15,195.46	.00	(15,195.46)	.0
TRANSFERS/FUND BAL TO BE APPRO	.00	.00	506,000.00	506,000.00	.0
	<u>3,492.40</u>	<u>15,195.46</u>	<u>506,000.00</u>	<u>490,804.54</u>	<u>3.0</u>
<u>EXPENDITURES</u>					
NON-DEPARTMENTAL	.00	7,942.00	12,000.00	4,058.00	66.2
POLICE DEPARTMENT	(3,909.00)	.00	62,000.00	62,000.00	.0
STREET DEPARTMENT	.00	.00	315,000.00	315,000.00	.0
PARKS	(3,399.00)	.00	7,000.00	7,000.00	.0
FIRE DEPARTMENT	.00	6,661.33	7,000.00	338.67	95.2
LIBRARY	.00	9,370.02	12,000.00	2,629.98	78.1
TRANSFER TO OTHER FUNDS	.00	.00	91,000.00	91,000.00	.0
	<u>(7,308.00)</u>	<u>23,973.35</u>	<u>506,000.00</u>	<u>482,026.65</u>	<u>4.7</u>
NET REVENUE OVER EXPENDITURES	<u>10,800.40</u>	<u>(8,777.89)</u>	<u>.00</u>	<u>8,777.89</u>	<u>.0</u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

TRANS CAPACITY CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
GRANTS	.00	106,768.43	287,000.00	180,231.57	37.2
INTEREST	9,545.22	39,435.73	.00	(39,435.73)	.0
SOURCE 37	.00	64,450.53	124,400.00	59,949.47	51.8
TRANSFERS/FUND BAL TO BE APPRO	.00	.00	(75,400.00)	(75,400.00)	.0
	<u>9,545.22</u>	<u>210,654.69</u>	<u>336,000.00</u>	<u>125,345.31</u>	<u>62.7</u>
<u>EXPENDITURES</u>					
VEHICLE CAPACITY PROJECTS	13,410.50	118,996.18	336,000.00	217,003.82	35.4
	<u>13,410.50</u>	<u>118,996.18</u>	<u>336,000.00</u>	<u>217,003.82</u>	<u>35.4</u>
NET REVENUE OVER EXPENDITURES	<u>(3,865.28)</u>	<u>91,658.51</u>	<u>.00</u>	<u>(91,658.51)</u>	<u>.0</u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
OTHER REVENUE	22,355.61	228,477.88	153,500.00	(74,977.88)	148.9
UTILITY REVENUE	119,649.36	1,401,182.63	2,237,200.00	836,017.37	62.6
CONTRIBUTIONS & TRANSFERS	.00	.00	942,800.00	942,800.00	.0
IMPACT FEES	.00	338,010.60	200,000.00	(138,010.60)	169.0
	<u>142,004.97</u>	<u>1,967,671.11</u>	<u>3,533,500.00</u>	<u>1,565,828.89</u>	<u>55.7</u>
<u>EXPENDITURES</u>					
WATER DEPARTMENT UTILITY FUND	94,195.24	664,288.35	1,536,100.00	871,811.65	43.3
SECONDARY WATER	692,928.82	1,581,793.89	1,988,100.00	406,306.11	79.6
ADMIN SERVICE CHARGES	.00	.00	9,300.00	9,300.00	.0
	<u>787,124.06</u>	<u>2,246,082.24</u>	<u>3,533,500.00</u>	<u>1,287,417.76</u>	<u>63.6</u>
NET REVENUE OVER EXPENDITURES	<u>(645,119.09)</u>	<u>(278,411.13)</u>	<u>.00</u>	<u>278,411.13</u>	<u>.0</u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

TREATMENT PLANT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
OTHER INCOME	24,199.81	107,258.50	15,000.00	(92,258.50)	715.1
UTILITY REVENUE	151,617.12	1,165,954.23	1,756,000.00	590,045.77	66.4
CONTRIBUTIONS & TRANSFERS	.00	.00	493,400.00	493,400.00	.0
IMPACT FEES	.00	96,805.39	.00	(96,805.39)	.0
	<u>175,816.93</u>	<u>1,370,018.12</u>	<u>2,264,400.00</u>	<u>894,381.88</u>	<u>60.5</u>
<u>EXPENDITURES</u>					
TREATMENT PLANT	81,361.64	462,578.48	1,642,400.00	1,179,821.52	28.2
COMPOST OPERATIONS	19,771.18	160,392.87	312,900.00	152,507.13	51.3
BUDGET TO GAAP DEBT PROCEEDS	.00	.00	300,000.00	300,000.00	.0
ADMIN SERVICE CHARGES	.00	.00	9,100.00	9,100.00	.0
	<u>101,132.82</u>	<u>622,971.35</u>	<u>2,264,400.00</u>	<u>1,641,428.65</u>	<u>27.5</u>
NET REVENUE OVER EXPENDITURES	<u><u>74,684.11</u></u>	<u><u>747,046.77</u></u>	<u><u>.00</u></u>	<u><u>(747,046.77)</u></u>	<u><u>.0</u></u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
OTHER REVENUE	5,605.47	24,213.52	305,000.00	280,786.48	7.9
UTILITY REVENUE	21,057.02	146,996.97	242,200.00	95,203.03	60.7
CONTRIBUTIONS & TRANSFERS	.00	.00	812,500.00	812,500.00	.0
IMPACT FEES	.00	93,995.89	132,000.00	38,004.11	71.2
	<u>26,662.49</u>	<u>265,206.38</u>	<u>1,491,700.00</u>	<u>1,226,493.62</u>	<u>17.8</u>
<u>EXPENDITURES</u>					
SEWER DEPARTMENT	7,342.08	69,621.62	1,490,400.00	1,420,778.38	4.7
ADMIN SERVICE CHARGES	.00	.00	1,300.00	1,300.00	.0
	<u>7,342.08</u>	<u>69,621.62</u>	<u>1,491,700.00</u>	<u>1,422,078.38</u>	<u>4.7</u>
NET REVENUE OVER EXPENDITURES	<u>19,320.41</u>	<u>195,584.76</u>	<u>.00</u>	<u>(195,584.76)</u>	<u>.0</u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
OTHER REVENUE	4,073.50	18,959.83	4,000.00	(14,959.83)	474.0
UTILITY REVENUE	15,906.25	109,722.89	177,000.00	67,277.11	62.0
CONTRIBUTIONS & TRANSFERS	.00	.00	60,400.00	60,400.00	.0
IMPACT FEES	.00	70,792.31	353,000.00	282,207.69	20.1
	<u>19,979.75</u>	<u>199,475.03</u>	<u>594,400.00</u>	<u>394,924.97</u>	<u>33.6</u>
<u>EXPENDITURES</u>					
STORM DRAIN UTILITY FUND	7,067.41	392,668.43	593,200.00	200,531.57	66.2
ADMIN SERVICE CHARGES	.00	.00	1,200.00	1,200.00	.0
	<u>7,067.41</u>	<u>392,668.43</u>	<u>594,400.00</u>	<u>201,731.57</u>	<u>66.1</u>
NET REVENUE OVER EXPENDITURES	<u>12,912.34</u>	<u>(193,193.40)</u>	<u>.00</u>	<u>193,193.40</u>	<u>.0</u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RDA DIST #2 FUND - DOWNTOWN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES	.00	.00	300,000.00	300,000.00	.0
OTHER INCOME	4,322.74	18,926.98	405,720.00	386,793.02	4.7
CONTRIBUTIONS & TRANSFERS	.00	.00	288,800.00	288,800.00	.0
	<u>4,322.74</u>	<u>18,926.98</u>	<u>994,520.00</u>	<u>975,593.02</u>	<u>1.9</u>
<u>EXPENDITURES</u>					
REDEVELOPMENT #2	5,664.00	14,870.50	994,520.00	979,649.50	1.5
	<u>5,664.00</u>	<u>14,870.50</u>	<u>994,520.00</u>	<u>979,649.50</u>	<u>1.5</u>
NET REVENUE OVER EXPENDITURES	<u>(1,341.26)</u>	<u>4,056.48</u>	<u>.00</u>	<u>(4,056.48)</u>	<u>.0</u>

CITY OF TREMONTON
 FUND SUMMARY
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RDA DIST #3 - WEST LIBERTY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
SOURCE 35	.00	339.15	.00	(339.15)	.0
OTHER INCOME	7,751.30	35,131.26	360,000.00	324,868.74	9.8
	<u>7,751.30</u>	<u>35,470.41</u>	<u>360,000.00</u>	<u>324,529.59</u>	<u>9.9</u>
<u>EXPENDITURES</u>					
RDA #3 - W. LIB FOODS/MILLARD	.00	338.92	.00	(338.92)	.0
W.LIB FOODS/HOUSING PLAN IMPRO	4,887.50	19,850.00	360,000.00	340,150.00	5.5
	<u>4,887.50</u>	<u>20,188.92</u>	<u>360,000.00</u>	<u>339,811.08</u>	<u>5.6</u>
NET REVENUE OVER EXPENDITURES	<u><u>2,863.80</u></u>	<u><u>15,281.49</u></u>	<u><u>.00</u></u>	<u><u>(15,281.49)</u></u>	<u><u>.0</u></u>

CITY OF TREMONTON
 COMBINED CASH INVESTMENT
 JANUARY 31, 2023

COMBINED CASH ACCOUNTS

01-11112	CASH IN CHECKING - ZIONS BANK	419,468.04
01-11113	ON-LINE PAY UTIL - CLEARING	2,243.40
01-11114	ONLINE PAY - AMB - CLEARING	(6,879.00)
01-11115	XPRESS DEPOSIT ACCOUNT	172,668.10
01-11451	RET CKS - CLEARING ZIONS BANK	657.66
01-11610	CASH IN INVESTMENTS - PTIF	28,627,818.27
01-11618	CASH IN INVESTMENTS - ZIONS BK	180,895.35
01-11750	UTILITY CLEARING	(1,069.60)
01-11760	COURT CASH CLEARING	1,674.65
	TOTAL COMBINED CASH	29,397,476.87
01-11800	ACCOUNTS RECEIVABLE CLEARING	279.00
01-11900	TOTAL ALLOCATION - OTHER FUNDS	(29,397,755.87)
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	3,885,197.94
21	ALLOCATION TO FOOD PANTRY - SPECIAL REV FUND	247,680.10
25	ALLOCATION TO RECREATION	243,630.48
26	ALLOCATION TO SPECIAL REVENUE FUND - PARKS	552,232.08
28	ALLOCATION TO FIRE DEPARTMENT	1,051,449.45
40	ALLOCATION TO CAPITAL PROJECTS FUND	2,694,892.87
41	ALLOCATION TO VEHICLE/EQUIP CAP PROJECT FUND	947,982.30
42	ALLOCATION TO TRANS CAPACITY CAPITAL FUND	2,590,965.01
51	ALLOCATION TO WATER UTILITY FUND	5,005,574.15
52	ALLOCATION TO TREATMENT PLANT FUND	6,273,486.91
54	ALLOCATION TO SEWER FUND	1,521,556.94
55	ALLOCATION TO STORM DRAIN FUND	1,105,715.58
71	ALLOCATION TO RDA DIST #2 FUND - DOWNTOWN	1,173,369.02
73	ALLOCATION TO RDA DIST #3 - WEST LIBERTY	2,104,023.04
	TOTAL ALLOCATIONS TO OTHER FUNDS	29,397,755.87
	ALLOCATION FROM COMBINED CASH FUND - 01-11900	(29,397,755.87)
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

CITY OF TREMONTON
BALANCE SHEET
JANUARY 31, 2023

GENERAL FUND

ASSETS

10-11100	CASH FROM COMBINED FUND	3,885,197.94	
10-11200	CASH IN TILL	250.02	
10-11202	PETTY CASH FUND SENIOR CENTER	10.00	
10-11300	LIBRARY CASH IN TILL	20.00	
10-12110	ALLOWANCE FOR BAD DEBTS	6,172.81	
10-13100	ACCOUNTS RECEIVABLE - GF	65,918.93	
10-13103	ACCOUNTS RECEIVABLE GARBAGE	47,654.56	
10-13104	ACCOUNTS RECEIVABLE RECYCLE	8,956.30	
10-13170	A/R B&C ROAD	106,354.87	
10-13180	ACCOUNTS REC SALES TAX	503,619.02	
10-13181	PROPERTY TAX RECEIVABLE	1,996,489.00	
10-13182	A/R TRANSIENT ROOM TAX	7,625.79	
10-13403	TAX ASSESSMENT RECEIVABLE	33,882.53	
10-13500	UTILITY FRANCHISE LEASE RECVBL	99,474.32	
	TOTAL ASSETS		<u>6,761,626.09</u>

LIABILITIES AND EQUITY

LIABILITIES

10-21100	ACCOUNTS PAYABLE	125.00	
10-21151	DEFERRED REVENUE - GASB 34	1,996,489.00	
10-21500	WAGES PAYABLE	120,085.48	
10-22200	FEDERAL W/H TAXES PAYABLE	10,970.77	
10-22300	FICA PAYABLE	24,225.49	
10-22400	STATE W/H TAXES PAYABLE	6,316.68	
10-22440	AMERICAN HERITAGE LIFE INS	157.62	
10-22450	DISABILITY PAYABLE	(1,282.53)	
10-22460	PRE LEGAL PAYABLE	99.66	
10-22500	UTAH STATE RETIREMENT PAYABLE	31,467.51	
10-22510	HEALTH INSURANCE PAYABLE	(32,138.82)	
10-22520	DENTAL INSURANCE PAYABLE	(2,489.54)	
10-22530	VISION INSURANCE PAYABLE	(225.78)	
10-22540	LIFE INSURANCE PAYABLE	(450.43)	
10-22710	CLOTHING DEDUCTIONS PAYABLE	(8,473.51)	
10-22720	FD CLOTHING DEDUCTIONS PAYABLE	(2,160.89)	
10-22910	FLEX SPENDING ACCOUNT	1,046.18	
10-22990	MISC DEDUCTIONS PAYABLE	2,064.95	
10-24100	DUE TO OTHER GOVERNMENT UNITS	(56.67)	
10-24510	SURCHARGE 35%	483.59	
10-24520	SURCHARGE 85%	1,835.22	
10-24521	SECURITY SURCHARGE	553.61	
10-24522	NEW ADDITIONAL STATE SURCHARGE	602.41	
10-24525	COURT CASH BAIL/TRUST	2,340.00	
10-24535	PD EVIDENCE MONEY	287.66	
10-24700	DEVELOPER FEE-IN-LIEU	245,073.83	
10-24710	DEVELOPER DEPOSIT/ESCROW	524,119.92	
	TOTAL LIABILITIES		2,921,066.41

CITY OF TREMONTON
BALANCE SHEET
JANUARY 31, 2023

GENERAL FUND

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:	
10-29800 FUND BALANCE - BEGINN OF YEAR	2,128,797.25
REVENUE OVER EXPENDITURES - YTD	<u>1,711,762.43</u>
BALANCE - CURRENT DATE	<u>3,840,559.68</u>
TOTAL FUND EQUITY	<u>3,840,559.68</u>
TOTAL LIABILITIES AND EQUITY	<u><u>6,761,626.09</u></u>

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100 GENERAL PROPERTY TAXES - CURR	119,995.14	1,640,652.01	1,996,000.00	355,347.99	82.2
10-31-110 PENALTY/INTEREST	257.64	(5,589.62)	1,000.00	6,589.62	(559.0)
10-31-112 AUTO IN LIEU	3,511.06	82,060.33	110,000.00	27,939.67	74.6
10-31-120 PRIOR YR TAXES DELINQUENT	1,554.86	9,121.44	20,000.00	10,878.56	45.6
10-31-130 GEN SALES & USE TAXES	246,490.61	1,711,256.59	2,100,000.00	388,743.41	81.5
10-31-150 FRANCHISE TAX CABLE TV/COMCAST	.00	9,201.13	13,000.00	3,798.87	70.8
10-31-160 TELECOMMUNICATION FRANCHISE TX	3,373.28	21,641.09	40,000.00	18,358.91	54.1
10-31-161 ELECTRIC ENERGY TAX	58,427.03	455,409.15	675,000.00	219,590.85	67.5
10-31-162 NATURAL GAS ENERGY TAX	64,563.56	184,319.81	200,000.00	15,680.19	92.2
10-31-163 TRANSIENT ROOM TAX	2,371.89	32,535.79	38,000.00	5,464.21	85.6
TOTAL TAXES	500,545.07	4,140,607.72	5,193,000.00	1,052,392.28	79.7
<u>LICENSES & PERMITS</u>					
10-32-210 BUSINESS LICENSES & PERMITS	4,096.23	33,230.41	34,000.00	769.59	97.7
10-32-211 CONDITIONAL USE PERMIT	.00	.00	500.00	500.00	.0
10-32-220 BUILDING PERMITS	164.46	42,797.33	120,000.00	77,202.67	35.7
10-32-221 BUILDING PERMITS ADMIN. FEES	30.45	3,932.56	12,000.00	8,067.44	32.8
10-32-222 BLDG INSPECTS-INTERLOCAL AGREE	270.00	1,920.00	3,000.00	1,080.00	64.0
10-32-223 DEVELOPMENT PERMITS	.00	13,266.60	10,000.00	(3,266.60)	132.7
10-32-224 SUBDIVISION SIGNS	.00	620.00	800.00	180.00	77.5
10-32-225 NEW STREETLIGHTS	.00	17,000.00	30,000.00	13,000.00	56.7
10-32-250 ANIMAL LICENSES	360.00	1,130.00	4,000.00	2,870.00	28.3
10-32-750 PD IMPACT FEE REIMBURSEMENT	.00	7,021.50	11,900.00	4,878.50	59.0
TOTAL LICENSES & PERMITS	4,921.14	120,918.40	226,200.00	105,281.60	53.5

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL - SENIOR SER</u>					
10-33-314 SENIOR TITLE III B	2,871.00	13,871.00	14,000.00	129.00	99.1
10-33-316 STATE SERVICE	.00	7,903.00	8,000.00	97.00	98.8
10-33-317 BRAG MISC.	.00	.00	2,500.00	2,500.00	.0
10-33-318 STATE TRANSPORTATION	.00	953.00	700.00	(253.00)	136.1
10-33-320 SENIOR TITLE III C-1	4,000.00	23,652.30	20,000.00	(3,652.30)	118.3
10-33-322 USDA CASH IN LIEU III C-1	.00	.00	6,500.00	6,500.00	.0
10-33-324 STATE NUTRITION C-1	.00	280.00	1,000.00	720.00	28.0
10-33-326 CONGREGATE MEALS INCOME	793.00	6,505.13	19,200.00	12,694.87	33.9
10-33-327 HOME DELIVERED MEAL INCOME	5,058.75	36,135.60	40,000.00	3,864.40	90.3
10-33-330 SENIOR TITLE III C-2	5,000.00	17,000.00	14,500.00	(2,500.00)	117.2
10-33-332 USDA CASH IN LIEU III C-2	.00	5,652.30	6,600.00	947.70	85.6
10-33-334 STATE NUTRITION C-2	.00	1,940.00	1,000.00	(940.00)	194.0
10-33-336 STATE HOME DELIVERED MEALS	.00	15,714.00	20,000.00	4,286.00	78.6
10-33-337 HEALTH INSURANCE COUNSELING	.00	.00	3,000.00	3,000.00	.0
10-33-340 STATE SERVICE IIIF	.00	3,000.00	3,000.00	.00	100.0
10-33-341 SENIOR TITLE IIID	.00	.00	3,100.00	3,100.00	.0
10-33-342 STATE SERVICE IIID	.00	.00	2,000.00	2,000.00	.0
10-33-352 LOCAL GOVERNMENT CONTRIBUTIONS	64,536.00	64,536.00	53,000.00	(11,536.00)	121.8
TOTAL INTERGOVERNMENTAL - SENIOR SE	82,258.75	197,142.33	218,100.00	20,957.67	90.4
<u>OTHER INTERGOVERNMENTAL REV.</u>					
10-34-362 B & C ROAD FUND ALLOTMENT	79,377.31	332,237.51	400,000.00	67,762.49	83.1
10-34-363 JAG GRANT REIMB - TRAINING EQU	.00	.00	4,500.00	4,500.00	.0
10-34-364 STATE LIQUIOR FUND ALLOTMENT	.00	12,597.14	10,000.00	(2,597.14)	126.0
10-34-370 LIBRARY STATE GRANT (CLEF)	.00	.00	6,500.00	6,500.00	.0
10-34-378 LIBRARY GRANT	.00	.00	500.00	500.00	.0
10-34-380 TOURISM GRANTS	.00	1,000.00	40,000.00	39,000.00	2.5
10-34-398 PD OVERTIME REIMBURSEMENT	1,566.34	5,849.35	6,000.00	150.65	97.5
10-34-420 CLG GRANT (HISTORIC PRESERVAT)	.00	.00	10,000.00	10,000.00	.0
10-34-465 LIBRARY LSTA GRANT	7,297.34	7,297.34	.00	(7,297.34)	.0
TOTAL OTHER INTERGOVERNMENTAL REV.	88,240.99	358,981.34	477,500.00	118,518.66	75.2

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER INCOME</u>					
10-36-431 ANNEXATION FEES	.00	.00	800.00	800.00	.0
10-36-440 CEMETERY OPENING FEES	1,500.00	10,300.00	18,000.00	7,700.00	57.2
10-36-445 CEMETERY LOT SALES	4,800.00	27,800.00	17,000.00	(10,800.00)	163.5
10-36-446 CEMETERY TRANSFER FEES	100.00	150.00	100.00	(50.00)	150.0
10-36-460 LIBRARY FEES	117.55	2,360.19	5,000.00	2,639.81	47.2
10-36-465 LIBRARY LSTA GRANT	(6,097.34)	1,200.00	.00	(1,200.00)	.0
10-36-500 COURT FINES & FORFEITURES	6,581.59	50,336.27	70,000.00	19,663.73	71.9
10-36-511 SERVING FEE - TREMONTON	.00	.00	100.00	100.00	.0
10-36-528 POLICE DEPARTMENT FEES	410.00	2,720.00	6,000.00	3,280.00	45.3
10-36-530 GARBAGE COLLECTION CHARGES	43,716.03	235,423.32	372,600.00	137,176.68	63.2
10-36-532 GARBAGE CAN PURCHASE	.00	1,500.00	24,200.00	22,700.00	6.2
10-36-534 RECYCLE COLLECTION CHARGES	8,469.81	45,445.30	75,400.00	29,954.70	60.3
10-36-537 RR INSPECTION REIMBURSEMENT	.00	.00	12,600.00	12,600.00	.0
10-36-538 RR MAINTENANCE REIMBURSEMENT	.00	.00	4,500.00	4,500.00	.0
10-36-579 RENTAL ON BOWERY/STAGE	.00	122.50	100.00	(22.50)	122.5
10-36-585 RENT FROM SENIOR BUILDING	75.00	1,195.00	2,000.00	805.00	59.8
10-36-586 GROUND LEASE/BILLBOARDS/CELL T	.00	.00	6,600.00	6,600.00	.0
10-36-601 OTHER REVENUE	138.95	2,332.91	6,000.00	3,667.09	38.9
10-36-610 INTEREST EARNING	15,553.81	56,291.70	64,000.00	7,708.30	88.0
10-36-613 ULGT TARP PROGRAM	.00	3,412.00	3,000.00	(412.00)	113.7
10-36-615 RESTITUTION	.00	2,670.00	200.00	(2,470.00)	1335.0
10-36-617 CREDIT CARD SERVICE FEE	202.77	1,795.88	2,000.00	204.12	89.8
10-36-618 CITY CAR COMMUTING REIMBURSEME	108.00	978.00	3,000.00	2,022.00	32.6
10-36-652 DONATIONS - VETERAN'S MEMORIAL	.00	.00	500.00	500.00	.0
10-36-660 24TH OF JULY PROCEEDS	750.00	6,941.64	6,100.00	(841.64)	113.8
10-36-661 COMMUNITY EVENTS PROCEEDS	200.00	1,597.00	500.00	(1,097.00)	319.4
10-36-671 SALE OF SURPLUS PROPERTY	.00	985.00	5,000.00	4,015.00	19.7
10-36-830 CONTRIBUTION PRIVATE SOURCES	.00	262.11	.00	(262.11)	.0
10-36-835 PRIVATE DONATION - SENIORS	158.25	4,453.82	2,000.00	(2,453.82)	222.7
10-36-839 PRIVATE DONATION - POLICE DEPT	500.00	500.00	.00	(500.00)	.0
10-36-843 ANIMAL SHELTER DONATIONS	3,810.00	6,400.00	.00	(6,400.00)	.0
10-36-844 SENIOR PROGRAMS	.00	2,860.00	3,000.00	140.00	95.3
10-36-849 INSURANCE PROCEEDS	.00	12,979.90	13,100.00	120.10	99.1
TOTAL OTHER INCOME	81,094.42	483,012.54	723,400.00	240,387.46	66.8
<u>ADMINISTRATION SERVICES</u>					
10-37-128 ADMIN SERVICES TO FIRE DEPT	.00	.00	9,200.00	9,200.00	.0
10-37-151 ADMIN SERVICES TO WATER FUND	.00	.00	9,300.00	9,300.00	.0
10-37-152 ADMIN SERVICES TO WWTP FUND	.00	.00	9,100.00	9,100.00	.0
10-37-154 ADMIN SERVICES TO THE SEWER FD	.00	.00	1,300.00	1,300.00	.0
10-37-155 ADMIN SERVICE TO THE STORM FD	.00	.00	1,200.00	1,200.00	.0
10-37-156 ADMIN SERVICES TO THE REC FUND	.00	.00	10,200.00	10,200.00	.0
10-37-157 ADMIN SERVICES FOR FOOD PANTRY	.00	.00	200.00	200.00	.0
TOTAL ADMINISTRATION SERVICES	.00	.00	40,500.00	40,500.00	.0

CITY OF TREMONTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS/FUND BAL TO BE APPR</u>					
10-39-999 FUND BALANCE TO BE APPROPRIATE	.00	.00	281,500.00	281,500.00	.0
TOTAL TRANSFERS/FUND BAL TO BE APPR	.00	.00	281,500.00	281,500.00	.0
TOTAL FUND REVENUE	757,060.37	5,300,662.33	7,160,200.00	1,859,537.67	74.0

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON DEPARTMENTAL</u>					
10-40-160 HEALTH, SAFETY & WELFARE	4,435.35	19,298.57	23,100.00	3,801.43	83.5
10-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	48.95	48.95	.00	(48.95)	.0
10-40-212 MEMBERSHIPS/DUES	59.00	465.60	800.00	334.40	58.2
10-40-220 PUBLIC NOTICES	80.16	160.32	1,500.00	1,339.68	10.7
10-40-240 OFFICE SUPPLIES & EXPENSES	55.41	1,513.78	2,000.00	486.22	75.7
10-40-241 POSTAGE	644.91	946.45	1,700.00	753.55	55.7
10-40-242 WEB PAGE UPDATE	15.00	90.00	500.00	410.00	18.0
10-40-243 COPIER/SUPPLIES	70.48	1,330.00	2,500.00	1,170.00	53.2
10-40-244 LOGO/MARKETING	.00	273.80	3,000.00	2,726.20	9.1
10-40-250 SUPPLIES & MAINTENAN	.00	135.00	700.00	565.00	19.3
10-40-262 WENDELL PETTERSON SIGN AGRMNT	.00	.00	1,000.00	1,000.00	.0
10-40-270 UTILITIES (BILLBOARDS/SIGNS)	94.68	505.34	1,000.00	494.66	50.5
10-40-272 ANNUAL BILLBOARD PERMIT	.00	.00	300.00	300.00	.0
10-40-280 TELEPHONE	21.69	181.28	500.00	318.72	36.3
10-40-281 INTERNET	63.00	168.00	300.00	132.00	56.0
10-40-312 COMPUTER SOFTWARE	180.35	20,533.28	22,700.00	2,166.72	90.5
10-40-345 BANK FEES	26.15	528.80	600.00	71.20	88.1
10-40-347 CREDIT CARD SERVICE FEE	129.81	1,080.58	1,900.00	819.42	56.9
10-40-370 OTHER PROFESSIONAL & TECHNICAL	.00	.00	500.00	500.00	.0
10-40-372 RECORDING FEES	.00	.00	200.00	200.00	.0
10-40-380 OTHER SERVICES	.00	2,027.80	.00	(2,027.80)	.0
10-40-410 INSURANCE	.00	213.92	500.00	286.08	42.8
10-40-450 MISCELLANEOUS SUPPLIES	.00	68.32	100.00	31.68	68.3
TOTAL NON DEPARTMENTAL	5,924.94	49,569.79	65,400.00	15,830.21	75.8
<u>CITY COUNCIL</u>					
10-41-100 SALARIES	646.02	5,168.16	7,000.00	1,831.84	73.8
10-41-101 OVERTIME WAGES	1,453.13	5,812.52	8,000.00	2,187.48	72.7
10-41-130 BENEFITS	3,095.45	21,977.29	26,600.00	4,622.71	82.6
10-41-212 MEMBERSHIPS/DUES	100.00	6,762.66	7,000.00	237.34	96.6
10-41-230 TRAVEL	.00	2,051.57	10,000.00	7,948.43	20.5
10-41-240 OFFICE SUPPLIES & EXPENSES	.00	36.00	.00	(36.00)	.0
10-41-241 POSTAGE	18.27	49.74	100.00	50.26	49.7
10-41-244 COMMUNITY RELATIONS	199.32	199.32	250.00	50.68	79.7
10-41-250 SUPPLIES & MAINTENAN	.00	146.57	.00	(146.57)	.0
10-41-281 INTERNET	55.80	148.80	300.00	151.20	49.6
10-41-310 DATA PROCESSING	98.07	575.77	1,300.00	724.23	44.3
10-41-312 COMPUTER SOFTWARE	2.92	81.27	300.00	218.73	27.1
10-41-313 COMPUTER HARDWARE ALLOWANCE	.00	252.61	400.00	147.39	63.2
10-41-360 EDUCATION	.00	3,220.00	5,000.00	1,780.00	64.4
10-41-450 MISCELLANEOUS SUPPLIES	898.19	1,623.75	1,000.00	(623.75)	162.4
10-41-460 MISCELLANEOUS SERVICES	.00	.00	300.00	300.00	.0
10-41-570 NEW HOPE CRISIS	.00	2,000.00	2,000.00	.00	100.0
10-41-571 GIRLS AND BOYS CLUB	.00	.00	2,500.00	2,500.00	.0
10-41-572 MISS BEAR RIVER PAGEANT	.00	.00	600.00	600.00	.0
TOTAL CITY COUNCIL	6,567.17	50,106.03	72,650.00	22,543.97	69.0

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COURT</u>					
10-42-100 SALARIES	4,881.00	39,156.28	64,800.00	25,643.72	60.4
10-42-130 BENEFITS	1,909.97	14,802.35	24,200.00	9,397.65	61.2
10-42-140 WITNESS FEES	.00	.00	300.00	300.00	.0
10-42-141 HSA CONTRIBUTION	.00	1,300.00	1,300.00	.00	100.0
10-42-142 JUROR FEE	.00	.00	500.00	500.00	.0
10-42-210 BOOKS & SUBSCRIPTIONS	.00	913.64	1,000.00	86.36	91.4
10-42-213 INTERPRETER FEES	.00	135.46	600.00	464.54	22.6
10-42-230 TRAVEL	.00	648.75	1,800.00	1,151.25	36.0
10-42-240 OFFICE SUPPLIES & EXPENSES	.00	288.75	800.00	511.25	36.1
10-42-241 POSTAGE	82.01	210.65	500.00	289.35	42.1
10-42-243 COPIER/SUPPLIES	.00	.00	200.00	200.00	.0
10-42-250 SUPPLIES & MAINTENAN	.00	.00	500.00	500.00	.0
10-42-255 JUDGE'S VEHICLE ALLOWANCE	438.18	3,505.44	5,600.00	2,094.56	62.6
10-42-280 TELEPHONE	82.80	679.56	1,500.00	820.44	45.3
10-42-281 INTERNET	167.43	446.48	700.00	253.52	63.8
10-42-310 SERVICES DATA PROCESSING	156.41	936.34	2,000.00	1,063.66	46.8
10-42-312 COMPUTER SOFTWARE	8.75	768.80	1,300.00	531.20	59.1
10-42-313 COMPUTER HARDWARE	.00	757.82	1,000.00	242.18	75.8
10-42-360 EDUCATION	.00	100.00	300.00	200.00	33.3
10-42-450 MISCELLANEOUS SUPPLIES	.00	.00	100.00	100.00	.0
10-42-460 MISCELLANEOUS SERVICES	.00	.00	100.00	100.00	.0
TOTAL COURT	7,726.55	64,650.32	109,100.00	44,449.68	59.3
<u>CITY ADMINISTRATION</u>					
10-45-100 SALARIES	14,146.72	85,134.62	138,500.00	53,365.38	61.5
10-45-102 MERIT	108.28	378.99	.00	(378.99)	.0
10-45-130 BENEFITS	5,303.92	38,578.24	63,500.00	24,921.76	60.8
10-45-140 HSA CONTRIBUTION	.00	.00	2,400.00	2,400.00	.0
10-45-212 MEMBERSHIPS/DUES	.00	190.00	1,000.00	810.00	19.0
10-45-230 TRAVEL	.00	430.63	2,000.00	1,569.37	21.5
10-45-250 MANAGER VEHICLE ALLOWANCE	.00	1,895.04	6,000.00	4,104.96	31.6
10-45-280 TELEPHONE	139.25	2,010.02	3,000.00	989.98	67.0
10-45-281 INTERNET	223.26	595.36	1,000.00	404.64	59.5
10-45-310 SERVICES DATA PROCESSING	209.95	1,248.16	2,800.00	1,551.84	44.6
10-45-312 COMPUTER SOFTWARE	11.67	469.07	1,300.00	830.93	36.1
10-45-313 COMPUTER HARDWARE	.00	1,010.42	2,400.00	1,389.58	42.1
10-45-360 EDUCATION	.00	540.00	2,000.00	1,460.00	27.0
10-45-450 MISCELLANEOUS SUPPLIES	.00	585.28	1,300.00	714.72	45.0
10-45-540 EQUIPMENT LESS THAN \$5000	.00	.00	1,000.00	1,000.00	.0
TOTAL CITY ADMINISTRATION	20,143.05	133,065.83	228,200.00	95,134.17	58.3

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TREASURER</u>					
10-46-100 SALARIES	2,498.93	20,271.39	40,600.00	20,328.61	49.9
10-46-101 OVERTIME WAGES	945.00	4,760.64	5,500.00	739.36	86.6
10-46-102 MERIT	.00	270.71	100.00	(170.71)	270.7
10-46-106 DRUG TEST/PHYSICAL	.00	185.40	.00	(185.40)	.0
10-46-130 BENEFITS	1,305.39	9,846.76	14,400.00	4,553.24	68.4
10-46-140 HSA CONTRIBUTION	.00	3,800.00	3,800.00	.00	100.0
10-46-212 MEMBERSHIPS/DUES	214.00	289.00	300.00	11.00	96.3
10-46-220 CITIZEN RELATIONS ADS/PUB NOT	.00	188.33	600.00	411.67	31.4
10-46-230 TRAVEL	.00	926.00	2,000.00	1,074.00	46.3
10-46-280 TELEPHONE	106.67	801.56	2,000.00	1,198.44	40.1
10-46-281 INTERNET	223.26	595.36	1,000.00	404.64	59.5
10-46-310 SERVICES DATA PROCESSING	222.06	1,326.04	2,900.00	1,573.96	45.7
10-46-312 COMPUTER SOFTWARE	11.67	325.07	1,000.00	674.93	32.5
10-46-313 COMPUTER HARDWARE	.00	1,010.42	5,700.00	4,689.58	17.7
10-46-360 EDUCATION	.00	302.50	700.00	397.50	43.2
TOTAL TREASURER	5,526.98	44,899.18	80,600.00	35,700.82	55.7
<u>RECORDER</u>					
10-47-100 SALARIES	3,000.20	23,994.06	39,900.00	15,905.94	60.1
10-47-101 OVERTIME WAGES	36.23	603.29	1,200.00	596.71	50.3
10-47-102 MERIT	.00	270.71	100.00	(170.71)	270.7
10-47-103 CONTRACT EMPLOYEE	1,117.56	4,235.90	9,200.00	4,964.10	46.0
10-47-130 BENEFITS	1,858.87	14,760.61	24,800.00	10,039.39	59.5
10-47-140 HSA CONTRIBUTION	.00	2,400.00	2,400.00	.00	100.0
10-47-210 BOOKS/SUBSCRIPTIONS/	.00	.00	100.00	100.00	.0
10-47-212 MEMBERSHIPS/DUES	235.00	715.00	1,000.00	285.00	71.5
10-47-230 TRAVEL	35.89	534.66	2,500.00	1,965.34	21.4
10-47-241 POSTAGE	.00	.00	100.00	100.00	.0
10-47-250 SUPPLIES & MAINTENANCE	.00	.00	200.00	200.00	.0
10-47-280 TELEPHONE	129.30	898.98	2,000.00	1,101.02	45.0
10-47-281 INTERNET	167.43	446.48	800.00	353.52	55.8
10-47-310 SERVICES DATA PROCESSING	164.51	982.86	2,200.00	1,217.14	44.7
10-47-312 COMPUTER SOFTWARE	383.75	3,933.80	8,400.00	4,466.20	46.8
10-47-313 COMPUTER HARDWARE	.00	810.52	2,100.00	1,289.48	38.6
10-47-360 EDUCATION	.00	1,099.00	2,700.00	1,601.00	40.7
10-47-450 MISCELLANEOUS SUPPLIES	.00	.00	100.00	100.00	.0
10-47-460 MISCELLANEOUS SERVICES	45.35	45.35	.00	(45.35)	.0
10-47-500 EQUIPMENT LESS THAN \$5000	.00	.00	200.00	200.00	.0
TOTAL RECORDER	7,174.09	55,731.22	100,000.00	44,268.78	55.7

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL</u>					
10-48-270 UTILITIES (RR CROSSING SIGNAL)	18.30	116.25	300.00	183.75	38.8
10-48-320 ENGINEERING	.00	232.00	5,000.00	4,768.00	4.6
10-48-330 LEGAL	62.50	1,862.50	5,000.00	3,137.50	37.3
10-48-331 LEGAL - CRIMINAL	1,787.50	14,187.50	35,000.00	20,812.50	40.5
10-48-340 ACCOUNTING & AUDITING	6,209.17	13,433.23	27,000.00	13,566.77	49.8
10-48-350 OTHER PROFESSIONAL FEES	.00	.00	1,000.00	1,000.00	.0
10-48-352 INDIGENT DEFENSE	1,050.00	3,675.00	8,000.00	4,325.00	45.9
10-48-370 RAILROAD INSPECTION	1,050.00	6,300.00	12,600.00	6,300.00	50.0
10-48-371 RR MAINTENANCE	.00	.00	4,500.00	4,500.00	.0
TOTAL PROFESSIONAL	10,177.47	39,806.48	98,400.00	58,593.52	40.5
<u>ECONOMIC DEVELOPMENT</u>					
10-49-212 MEMBERSHIP DUES	.00	2,672.00	3,000.00	328.00	89.1
10-49-370 OTHER PROFESSIONAL & TECHNICAL	11,987.22	23,580.42	24,000.00	419.58	98.3
TOTAL ECONOMIC DEVELOPMENT	11,987.22	26,252.42	27,000.00	747.58	97.2
<u>ELECTION</u>					
10-50-220 PUBLIC NOTICES	.00	.00	200.00	200.00	.0
TOTAL ELECTION	.00	.00	200.00	200.00	.0
<u>CIVIC CENTER</u>					
10-51-100 SALARIES	417.57	2,840.97	6,000.00	3,159.03	47.4
10-51-130 BENEFITS	38.79	264.59	2,200.00	1,935.41	12.0
10-51-250 SUPPLIES & MAINT.	.00	14.99	100.00	85.01	15.0
10-51-260 BUILDING & GROUNDS MAINTENANCE	247.85	3,062.90	4,000.00	937.10	76.6
10-51-268 TREES	.00	.00	300.00	300.00	.0
10-51-270 UTILITIES	692.63	4,390.40	6,500.00	2,109.60	67.5
10-51-271 GAS - (QUESTAR)	1,628.69	3,313.05	5,000.00	1,686.95	66.3
10-51-281 INTERNET	55.80	148.80	300.00	151.20	49.6
10-51-310 SERVICES DATA PROCESSING	57.54	343.12	1,000.00	656.88	34.3
10-51-312 COMPUTER SOFTWARE	2.92	531.27	800.00	268.73	66.4
10-51-313 COMPUTER HARDWARE	.00	252.61	400.00	147.39	63.2
10-51-323 CONTRACT LABOR - MOWING	.00	2,274.77	3,000.00	725.23	75.8
10-51-410 INSURANCE	.00	1,463.57	1,700.00	236.43	86.1
10-51-450 MISCELLANEOUS SUPPLIES	.00	.00	100.00	100.00	.0
TOTAL CIVIC CENTER	3,141.79	18,901.04	31,400.00	12,498.96	60.2

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & COMM DEVELOPMENT</u>					
10-52-160 HEALTH, SAFETY & WELFARE	.00	81.24	.00	(81.24)	.0
10-52-220 PUBLIC NOTICES	.00	282.76	800.00	517.24	35.4
10-52-230 TRAVEL/PARTIES	554.17	554.17	1,000.00	445.83	55.4
10-52-241 POSTAGE	.00	32.89	100.00	67.11	32.9
10-52-320 ENGINEERING	1,945.70	30,611.45	80,000.00	49,388.55	38.3
10-52-330 LEGAL	.00	1,187.50	4,500.00	3,312.50	26.4
10-52-370 OTHER PROFESSIONAL & TECHNICAL	.00	390.00	20,000.00	19,610.00	2.0
10-52-461 CLG GRANT (HISTORIC PRESERVAT)	.00	.00	20,000.00	20,000.00	.0
TOTAL PLANNING & COMM DEVELOPMENT	2,499.87	33,140.01	126,400.00	93,259.99	26.2
<u>TRE. ENFORCEMENT LIQUOR LAWS</u>					
10-53-500 EQUIPMENT LESS THAN \$5000	.00	.00	10,000.00	10,000.00	.0
TOTAL TRE. ENFORCEMENT LIQUOR LAWS	.00	.00	10,000.00	10,000.00	.0

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-54-100 SALARIES	84,071.02	666,163.78	1,134,200.00	468,036.22	58.7
10-54-101 OVERTIME WAGES	3,369.62	31,784.37	51,000.00	19,215.63	62.3
10-54-104 MERIT	330.65	1,714.12	3,000.00	1,285.88	57.1
10-54-106 DRUG TEST/PHYSICAL	100.00	854.30	800.00	(54.30)	106.8
10-54-130 BENEFITS	47,650.78	343,943.52	611,800.00	267,856.48	56.2
10-54-140 HSA CONTRIBUTION	.00	14,492.00	13,900.00	(592.00)	104.3
10-54-150 POLICE RESERVE	.00	.00	1,500.00	1,500.00	.0
10-54-160 HEALTH, SAFETY AND WELFARE	.00	2,422.77	4,000.00	1,577.23	60.6
10-54-170 WITNESS FEES	.00	.00	100.00	100.00	.0
10-54-175 TRANSIENT AID	.00	50.65	200.00	149.35	25.3
10-54-200 SPECIAL DEPARTMENT SUPPLIES	1,329.42	4,299.73	7,500.00	3,200.27	57.3
10-54-210 BOOKS & SUBSCRIPTIONS	.00	563.15	700.00	136.85	80.5
10-54-212 MEMBERSHIPS/DUES	55.00	188.70	1,600.00	1,411.30	11.8
10-54-220 PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-54-230 TRAVEL	310.00	3,175.92	5,000.00	1,824.08	63.5
10-54-240 OFFICE SUPPLIES & EXPENSES	600.02	4,623.23	5,500.00	876.77	84.1
10-54-241 POSTAGE	153.70	347.76	500.00	152.24	69.6
10-54-243 COPIES/SUPPLIES	.00	253.03	500.00	246.97	50.6
10-54-250 SUPPLIES & MAINTENAN	1,948.76	8,274.73	20,000.00	11,725.27	41.4
10-54-251 FUEL	3,367.09	18,944.67	45,000.00	26,055.33	42.1
10-54-260 K-9 EXPENSES	203.93	1,748.74	3,000.00	1,251.26	58.3
10-54-261 ANIMAL CONTROL EXPENSES	220.91	1,501.25	2,500.00	998.75	60.1
10-54-262 BUILDING & GROUNDS MAINTENANCE	.00	13,419.14	26,000.00	12,580.86	51.6
10-54-270 UTILITIES	282.06	1,934.70	3,000.00	1,065.30	64.5
10-54-271 GAS - (QUESTAR)	169.01	383.18	1,000.00	616.82	38.3
10-54-280 TELEPHONE	2,730.84	13,240.89	28,000.00	14,759.11	47.3
10-54-281 INTERNET	446.64	1,191.04	2,000.00	808.96	59.6
10-54-310 SERVICES DATA PROCESSING	569.86	3,565.22	8,000.00	4,634.78	42.1
10-54-312 COMPUTER SOFTWARE	5,863.33	29,928.39	40,600.00	10,671.61	73.7
10-54-313 COMPUTER HARDWARE	.00	3,172.71	16,000.00	12,827.29	19.8
10-54-323 CONTRACT LABOR - MOWING	.00	144.76	200.00	55.24	72.4
10-54-324 MOWING - ZONING ENFORCEMENT	.00	.00	200.00	200.00	.0
10-54-330 LEGAL	531.25	531.25	1,000.00	468.75	53.1
10-54-360 EDUCATION	754.83	11,281.74	8,000.00	(3,281.74)	141.0
10-54-365 POLICE ACADEMY EXPENSES	14.25	3,707.30	5,000.00	1,292.70	74.2
10-54-370 OTHER PROFESSIONAL & TECHNICAL	.00	.00	35,000.00	35,000.00	.0
10-54-410 INSURANCE	.00	13,920.60	14,700.00	779.40	94.7
10-54-441 E.A.S.Y. ENFORCEMENT	.00	62.28	200.00	137.72	31.1
10-54-450 MISCELLANEOUS SUPPLIES	61.77	707.52	.00	(707.52)	.0
10-54-500 EQUIPMENT LESS THAN \$5000	13,584.05	25,317.98	42,000.00	16,682.02	60.3
10-54-512 FACILITIES/IMPACT STUDY	.00	.00	2,500.00	2,500.00	.0
10-54-520 JAG GRANT EXP - TRAINING EQUIP	.00	.00	4,500.00	4,500.00	.0
10-54-560 JAG/ARRA FED GRANT - RADIOS	(1,377.00)	(1,377.00)	.00	1,377.00	.0
10-54-563 800 MHZ RADIOS	.00	2,952.92	5,500.00	2,547.08	53.7
10-54-720 BUILDING IMPROVEMENTS	71.22	5,053.17	10,000.00	4,946.83	50.5
TOTAL POLICE DEPARTMENT	167,413.01	1,234,284.21	2,165,800.00	931,515.79	57.0

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING INSPECTION</u>					
10-56-100 SALARIES	6,510.40	52,191.48	86,500.00	34,308.52	60.3
10-56-102 MERIT	.00	162.43	.00	(162.43)	.0
10-56-130 BENEFITS	2,988.75	23,112.79	38,000.00	14,887.21	60.8
10-56-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	651.00	1,200.00	549.00	54.3
10-56-230 TRAVEL	.00	.00	1,500.00	1,500.00	.0
10-56-240 OFFICE SUPPLIES & EXPENSES	70.88	144.77	400.00	255.23	36.2
10-56-250 SUPPLIES & MAINT.	.00	69.64	1,000.00	930.36	7.0
10-56-251 FUEL	307.09	1,237.10	3,500.00	2,262.90	35.4
10-56-280 TELEPHONE	66.46	448.66	1,600.00	1,151.34	28.0
10-56-281 INTERNET	55.80	148.80	300.00	151.20	49.6
10-56-310 SERVICES DATA PROCESSING	57.54	343.12	800.00	456.88	42.9
10-56-312 COMPUTER SOFTWARE	2.92	1,681.27	2,000.00	318.73	84.1
10-56-313 COMPUTER HARDWARE	.00	252.61	400.00	147.39	63.2
10-56-360 EDUCATION	.00	.00	1,000.00	1,000.00	.0
10-56-410 INSURANCE	.00	4,105.59	4,300.00	194.41	95.5
10-56-500 EQUIPMENT LESS THAN \$5000	.00	.00	1,500.00	1,500.00	.0
TOTAL BUILDING INSPECTION	10,059.84	84,549.26	144,000.00	59,450.74	58.7
<u>EMERGENCY MANAGEMENT</u>					
10-57-200 SPECIAL DEPARTMENT SUPPLIES	.00	.00	500.00	500.00	.0
10-57-240 OFFICE SUPPLIES & EXPENSE	.00	.00	100.00	100.00	.0
TOTAL EMERGENCY MANAGEMENT	.00	.00	600.00	600.00	.0
<u>GARBAGE COLLECTION</u>					
10-59-241 POSTAGE	32.12	483.26	1,400.00	916.74	34.5
10-59-347 CREDIT CARD SERVICE FEE	182.44	1,199.22	1,300.00	100.78	92.3
10-59-480 BAD DEBTS EXPENSE - GARBAGE	.00	322.49	.00	(322.49)	.0
10-59-490 BAD DEBTS EXPENSE - RECYCLE	.00	8.54	.00	(8.54)	.0
10-59-600 GARBAGE COLLECTION	27,335.08	162,470.97	315,000.00	152,529.03	51.6
10-59-605 RECYCLE COLLECTION	5,478.88	32,897.48	74,800.00	41,902.52	44.0
10-59-610 GARBAGE CANS	.00	27,547.84	28,000.00	452.16	98.4
10-59-611 ANNUAL SPRING & FALL CLEANUP	.00	.00	20,000.00	20,000.00	.0
TOTAL GARBAGE COLLECTION	33,028.52	224,929.80	440,500.00	215,570.20	51.1

CITY OF TREMONTON
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS DEPARTMENT</u>					
10-60-100 SALARIES	19,848.30	173,752.20	282,800.00	109,047.80	61.4
10-60-101 OVERTIME WAGES	2,469.78	6,160.39	12,000.00	5,839.61	51.3
10-60-103 MERIT	.00	108.28	300.00	191.72	36.1
10-60-106 DRUG TEST/PHYSICAL	.00	162.70	300.00	137.30	54.2
10-60-130 BENEFITS	11,131.45	85,831.80	142,400.00	56,568.20	60.3
10-60-140 HSA CONTRIBUTION	.00	1,300.00	1,300.00	.00	100.0
10-60-190 UNIFORMS	407.96	809.96	1,500.00	690.04	54.0
10-60-200 SPECIAL DEPARTMENT SUPPLIES	.00	2,077.53	2,000.00	(77.53)	103.9
10-60-201 ROAD BASE MATERIALS	.00	.00	200.00	200.00	.0
10-60-202 STREETS MATERIAL (SAND & SALT)	4,593.70	4,593.70	5,500.00	906.30	83.5
10-60-203 STREETS MATERIALS (SIGNS)	.00	.00	8,000.00	8,000.00	.0
10-60-204 NEW STREETLIGHTS (RM POWER)	.00	10,812.00	30,000.00	19,188.00	36.0
10-60-205 SAFETY SUPPLIES	.00	33.18	500.00	466.82	6.6
10-60-206 STREETLIGHT FIXTURE UPGRADES	.00	.00	88,000.00	88,000.00	.0
10-60-220 PUBLIC NOTICES	.00	.00	200.00	200.00	.0
10-60-230 TRAVEL	.00	.00	1,000.00	1,000.00	.0
10-60-240 OFFICE SUPPLIES & EXPENSES	.00	169.92	200.00	30.08	85.0
10-60-241 POSTAGE	80.45	217.34	700.00	482.66	31.1
10-60-250 SUPPLIES & MAINT.	10,852.51	41,078.43	60,000.00	18,921.57	68.5
10-60-251 FUEL	2,189.56	9,334.17	20,000.00	10,665.83	46.7
10-60-260 BUILDING AND SHOPS MAINTENANCE	255.44	3,194.43	2,000.00	(1,194.43)	159.7
10-60-269 UTILITY - PUB WORKS BUILDING	463.33	3,110.28	8,000.00	4,889.72	38.9
10-60-270 UTILITIES (STREETLIGHTS)	5,580.56	33,522.11	70,000.00	36,477.89	47.9
10-60-271 GAS - (QUESTAR)	3,126.15	6,537.68	9,500.00	2,962.32	68.8
10-60-280 TELEPHONE	231.03	1,858.31	4,600.00	2,741.69	40.4
10-60-281 INTERNET	111.63	297.68	500.00	202.32	59.5
10-60-310 SERVICES DATA PROCESSING	123.19	732.82	1,700.00	967.18	43.1
10-60-312 COMPUTER SOFTWARE	5.83	162.53	500.00	337.47	32.5
10-60-313 COMPUTER HARDWARE	.00	505.21	1,800.00	1,294.79	28.1
10-60-320 ENGINEERING	.00	641.75	500.00	(141.75)	128.4
10-60-360 EDUCATION	.00	.00	800.00	800.00	.0
10-60-370 OTHER PROFESSIONAL & TECHNICAL	.00	2,462.50	.00	(2,462.50)	.0
10-60-410 INSURANCE	.00	12,709.55	13,600.00	890.45	93.5
10-60-513 UTAH TECH CENTER ROAD STUDY	.00	.00	10,000.00	10,000.00	.0
10-60-540 HOE UPGRADE	.00	.00	12,000.00	12,000.00	.0
10-60-542 STREET SWEEPER	.00	24,000.00	36,000.00	12,000.00	66.7
10-60-550 SPECIAL PROJ - RR/SCHOOL CROSS	.00	.00	5,000.00	5,000.00	.0
10-60-558 PAINT STRIPPING F.A.S	.00	15,988.77	16,000.00	11.23	99.9
10-60-566 WAY FINDING SIGNAGE	.00	.00	40,000.00	40,000.00	.0
TOTAL STREETS DEPARTMENT	61,470.87	442,165.22	889,400.00	447,234.78	49.7

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	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CLASS C ROAD PROJECT</u>					
10-61-201	.00	4,590.64	20,000.00	15,409.36	23.0
10-61-202	23,328.60	23,328.60	10,000.00	(13,328.60)	233.3
10-61-320	.00	4,907.50	2,000.00	(2,907.50)	245.4
10-61-370	.00	.00	1,000.00	1,000.00	.0
10-61-701	.00	.00	1,000.00	1,000.00	.0
TOTAL CLASS C ROAD PROJECT	23,328.60	32,826.74	34,000.00	1,173.26	96.6
<u>SENIOR PROGRAMMING</u>					
10-63-100	4,446.47	34,735.89	70,400.00	35,664.11	49.3
10-63-101	.00	115.50	.00	(115.50)	.0
10-63-102	.00	108.28	.00	(108.28)	.0
10-63-130	1,881.36	13,157.77	26,200.00	13,042.23	50.2
10-63-140	.00	2,400.00	2,400.00	.00	100.0
10-63-200	813.41	1,220.32	1,500.00	279.68	81.4
10-63-201	.00	1,055.07	3,000.00	1,944.93	35.2
10-63-230	.00	.00	800.00	800.00	.0
10-63-240	.00	1,268.19	1,500.00	231.81	84.6
10-63-241	115.11	475.10	300.00	(175.10)	158.4
10-63-243	.00	.00	200.00	200.00	.0
10-63-250	.00	125.00	4,200.00	4,075.00	3.0
10-63-280	166.72	1,281.14	1,200.00	(81.14)	106.8
10-63-281	55.80	148.80	300.00	151.20	49.6
10-63-310	.00	.00	100.00	100.00	.0
10-63-311	57.54	343.12	800.00	456.88	42.9
10-63-312	2.92	371.27	1,900.00	1,528.73	19.5
10-63-313	.00	252.61	2,600.00	2,347.39	9.7
10-63-360	.00	.00	800.00	800.00	.0
10-63-390	33.40	2,958.82	3,000.00	41.18	98.6
10-63-450	.00	790.00	1,300.00	510.00	60.8
10-63-460	.00	.00	1,500.00	1,500.00	.0
10-63-501	.00	244.25	700.00	455.75	34.9
TOTAL SENIOR PROGRAMMING	7,572.73	61,051.13	124,700.00	63,648.87	49.0

CITY OF TREMONTON
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONGREGATE MEALS</u>					
10-64-100 SALARIES	3,444.93	27,920.33	51,000.00	23,079.67	54.8
10-64-130 BENEFITS	982.72	8,491.00	12,800.00	4,309.00	66.3
10-64-200 FOOD	5,372.81	23,216.50	36,000.00	12,783.50	64.5
10-64-230 TRAVEL	.00	.00	100.00	100.00	.0
10-64-240 OFFICE SUPPLIES & EXPENSES	.00	17.13	100.00	82.87	17.1
10-64-243 COPIER/SUPPLIES	.00	.00	100.00	100.00	.0
10-64-250 SUPPLIES & MAINT.	.00	185.00	300.00	115.00	61.7
10-64-280 TELEPHONE	.00	21.58	.00	(21.58)	.0
10-64-281 INTERNET	27.90	74.40	100.00	25.60	74.4
10-64-310 SERVICES DATA PROCESSING	28.77	171.59	400.00	228.41	42.9
10-64-312 COMPUTER SOFTWARE	1.46	620.66	600.00	(20.66)	103.4
10-64-313 COMPUTER HARDWARE	.00	126.30	200.00	73.70	63.2
10-64-360 EDUCATION	.00	.00	300.00	300.00	.0
TOTAL CONGREGATE MEALS	9,858.59	60,844.49	102,000.00	41,155.51	59.7
<u>HOME DELIVERED MEALS</u>					
10-65-100 SALARIES	7,737.79	56,679.83	83,800.00	27,120.17	67.6
10-65-102 MERIT	.00	216.56	.00	(216.56)	.0
10-65-106 DRUG TEST/PHYSICAL	.00	92.70	200.00	107.30	46.4
10-65-130 BENEFITS	1,653.90	12,793.93	16,700.00	3,906.07	76.6
10-65-200 FOOD	17,205.35	61,296.64	83,000.00	21,703.36	73.9
10-65-230 TRAVEL	.00	.00	1,000.00	1,000.00	.0
10-65-240 OFFICE SUPPLIES & EXPENSES	.00	248.05	400.00	151.95	62.0
10-65-243 COPIER/SUPPLIES	.00	.00	100.00	100.00	.0
10-65-250 SUPPLIES & MAINT.	.00	547.84	3,500.00	2,952.16	15.7
10-65-251 FUEL	389.44	2,676.68	6,000.00	3,323.32	44.6
10-65-253 SSBG HOME DELIVERED MEALS	546.90	4,591.01	3,000.00	(1,591.01)	153.0
10-65-280 TELEPHONE	47.15	304.80	1,000.00	695.20	30.5
10-65-281 INTERNET	27.90	74.40	100.00	25.60	74.4
10-65-310 SERVICES DATA PROCESSING	28.77	171.59	400.00	228.41	42.9
10-65-312 COMPUTER SOFTWARE	1.46	620.66	1,300.00	679.34	47.7
10-65-313 COMPUTER HARDWARE	.00	126.30	600.00	473.70	21.1
10-65-360 EDUCATION	.00	238.75	600.00	361.25	39.8
TOTAL HOME DELIVERED MEALS	27,638.66	140,679.74	201,700.00	61,020.26	69.8

CITY OF TREMONTON
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SENIOR BUILDING</u>					
10-66-100 SALARIES	546.38	4,382.07	3,200.00	(1,182.07)	136.9
10-66-130 BENEFITS	60.34	453.47	300.00	(153.47)	151.2
10-66-243 COPIER/SUPPLIES	.00	904.67	300.00	(604.67)	301.6
10-66-250 SUPPLIES & MAINT.	383.67	1,377.03	6,000.00	4,622.97	23.0
10-66-260 BUILDING & GROUNDS MAINTENANCE	237.29	2,941.52	8,500.00	5,558.48	34.6
10-66-261 SPECIAL DEPT REPAIRS	244.50	649.50	1,200.00	550.50	54.1
10-66-263 PUBLIC ADDRESS SYSTEM	.00	.00	3,000.00	3,000.00	.0
10-66-270 UTILITIES	420.73	3,477.57	7,000.00	3,522.43	49.7
10-66-271 GAS - (QUESTAR)	785.16	2,127.16	4,000.00	1,872.84	53.2
10-66-281 INTERNET	111.63	297.68	500.00	202.32	59.5
10-66-310 SERVICES DATA PROCESSING	115.08	686.28	1,500.00	813.72	45.8
10-66-312 COMPUTER SOFTWARE	5.83	162.53	500.00	337.47	32.5
10-66-313 COMPUTER HARDWARE	.00	505.21	1,800.00	1,294.79	28.1
10-66-323 CONTRACT LABOR - MOWING	.00	103.40	200.00	96.60	51.7
10-66-360 EDUCATION	.00	.00	200.00	200.00	.0
10-66-410 INSURANCE	.00	5,791.05	6,200.00	408.95	93.4
10-66-450 MISCELLANEOUS SUPPLIES	.00	813.00	200.00	(613.00)	406.5
10-66-504 EQUIPMENT LESS THAN \$5000	.00	.00	6,000.00	6,000.00	.0
TOTAL SENIOR BUILDING	2,910.61	24,672.14	50,600.00	25,927.86	48.8
 <u>GOLF COURSE</u>					
10-68-462 WATER SHARES	.00	.00	2,500.00	2,500.00	.0
TOTAL GOLF COURSE	.00	.00	2,500.00	2,500.00	.0
 <u>CEMETERY</u>					
10-69-100 SALARIES	43.48	4,636.30	11,000.00	6,363.70	42.2
10-69-101 OVERTIME WAGES	108.87	320.33	800.00	479.67	40.0
10-69-130 BENEFITS	84.89	1,875.67	7,600.00	5,724.33	24.7
10-69-200 SPECIAL DEPARTMENT SUPPLIES	.00	5,406.39	6,000.00	593.61	90.1
10-69-250 SUPPLIES & MAINT.	.00	797.19	2,500.00	1,702.81	31.9
10-69-268 TREES	.00	.00	2,000.00	2,000.00	.0
10-69-270 UTILITIES	44.35	1,629.10	4,000.00	2,370.90	40.7
10-69-410 INSURANCE	.00	550.98	600.00	49.02	91.8
10-69-460 CONTRACT LABOR - MOWING	.00	12,180.32	16,000.00	3,819.68	76.1
TOTAL CEMETERY	281.59	27,396.28	50,500.00	23,103.72	54.3

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
10-72-100 SALARIES	10,076.67	91,633.32	143,000.00	51,366.68	64.1
10-72-102 MERIT	108.28	324.84	100.00	(224.84)	324.8
10-72-103 OVERTIME WAGES	.00	3,683.99	4,300.00	616.01	85.7
10-72-130 BENEFITS	5,971.01	48,519.80	76,500.00	27,980.20	63.4
10-72-140 HSA CONTRIBUTION	.00	4,800.00	2,400.00	(2,400.00)	200.0
10-72-200 SPECIAL DEPARTMENT SUPPLIES	336.76	827.62	3,000.00	2,172.38	27.6
10-72-212 MEMBERSHIPS/DUES	55.00	240.00	300.00	60.00	80.0
10-72-230 TRAVEL	.00	.00	1,500.00	1,500.00	.0
10-72-240 OFFICE SUPPLIES & EXPENSES	306.50	306.50	300.00	(6.50)	102.2
10-72-243 COPIER/SUPPLIES	.00	188.21	500.00	311.79	37.6
10-72-250 SUPPLIES & MAINT.	273.48	4,982.16	17,000.00	12,017.84	29.3
10-72-251 FUEL	210.26	2,644.71	5,000.00	2,355.29	52.9
10-72-260 BUILDING & GROUNDS MAINTENANCE	649.61	5,342.80	10,000.00	4,657.20	53.4
10-72-261 SPRINKLER SYSTEM REPAIRS	.00	1,701.72	10,000.00	8,298.28	17.0
10-72-262 WEED SPRAY	.00	272.96	1,500.00	1,227.04	18.2
10-72-264 INFIELD DIRT	.00	.00	7,000.00	7,000.00	.0
10-72-266 PLAYGROUND MAINTENANCE	.00	1,381.78	4,000.00	2,618.22	34.5
10-72-267 CHRISTMAS LIGHTS	104.69	10,091.98	6,000.00	(4,091.98)	168.2
10-72-268 TREES	.00	330.82	2,000.00	1,669.18	16.5
10-72-270 UTILITIES	402.12	7,511.97	13,500.00	5,988.03	55.6
10-72-271 GAS -(QUESTAR)	138.46	286.96	700.00	413.04	41.0
10-72-280 TELEPHONE	129.69	1,416.48	3,000.00	1,583.52	47.2
10-72-281 INTERNET	111.63	297.68	500.00	202.32	59.5
10-72-310 SERVICES DATA PROCESSING	115.08	856.28	1,500.00	643.72	57.1
10-72-312 COMPUTER SOFTWARE	5.83	162.53	500.00	337.47	32.5
10-72-313 COMPUTER HARDWARE	.00	513.16	1,800.00	1,286.84	28.5
10-72-360 EDUCATION	.00	280.00	1,000.00	720.00	28.0
10-72-364 CONTRACT LABOR - MOWING	.00	48,930.36	64,000.00	15,069.64	76.5
10-72-410 INSURANCE	.00	4,495.81	4,600.00	104.19	97.7
10-72-450 MISCELLANEOUS SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-72-462 WATER SHARES	(282.70)	(282.70)	500.00	782.70	(56.5)
10-72-540 EQUIPMENT LESS THAN \$5000	3,899.00	6,848.00	5,000.00	(1,848.00)	137.0
10-72-550 SPECIAL PROJECTS - PARKS	.00	.00	4,500.00	4,500.00	.0
10-72-704 IMPROVE TO BUILDING OVER 5,000	.00	.00	15,000.00	15,000.00	.0
10-72-711 PARKS CAPITAL PROJECTS	.00	.00	15,000.00	15,000.00	.0
TOTAL PARKS	22,611.37	248,589.74	426,500.00	177,910.26	58.3

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY EVENTS</u>					
10-73-100 SALARIES	.00	2,472.47	22,900.00	20,427.53	10.8
10-73-101 OVERTIME WAGES	.00	205.50	4,000.00	3,794.50	5.1
10-73-130 BENEFITS	1.05	878.80	13,300.00	12,421.20	6.6
10-73-241 POSTAGE	.00	.00	1,000.00	1,000.00	.0
10-73-250 SUPPLIES & MAINT.	151.00	261.52	.00	(261.52)	.0
10-73-461 COMMUNITY EVENTS	9.98	5,839.92	8,000.00	2,160.08	73.0
10-73-465 VETERAN'S MEMORIAL	.00	5,675.00	5,000.00	(675.00)	113.5
10-73-466 MEMORIAL DAY	.00	.00	1,000.00	1,000.00	.0
10-73-467 24TH OF JULY/CITY DAYS	.00	13,475.25	16,000.00	2,524.75	84.2
10-73-468 PARADES	.00	1,525.75	1,000.00	(525.75)	152.6
10-73-471 FIREWORKS - 24TH OF JULY	.00	13,000.00	14,000.00	1,000.00	92.9
10-73-473 CANOPIES	.00	6,629.99	7,000.00	370.01	94.7
10-73-476 FAIR BOOTH	.00	.00	800.00	800.00	.0
10-73-478 YOUTH COUNCIL/YCC TRAINING	7.18	196.50	6,400.00	6,203.50	3.1
10-73-480 ARTS COUNCIL	.00	.00	10,000.00	10,000.00	.0
TOTAL COMMUNITY EVENTS	169.21	50,160.70	110,400.00	60,239.30	45.4

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
10-75-100 SALARIES	11,343.30	92,323.11	139,000.00	46,676.89	66.4
10-75-101 OVERTIME WAGES	.00	36.47	.00	(36.47)	.0
10-75-102 MERIT	.00	216.56	100.00	(116.56)	216.6
10-75-103 CHILDREN PROGRAM SALARIES	840.37	4,821.50	5,000.00	178.50	96.4
10-75-104 YOUTH PROGRAM SALARIES	15.12	1,191.30	2,500.00	1,308.70	47.7
10-75-105 ADULT PROGRAM SALARIES	331.34	3,264.65	5,000.00	1,735.35	65.3
10-75-106 DRUG TEST/PHYSICAL	.00	.00	500.00	500.00	.0
10-75-130 BENEFITS	3,843.14	29,168.27	44,800.00	15,631.73	65.1
10-75-200 SPECIAL DEPARTMENT SUPPLIES	.00	.00	500.00	500.00	.0
10-75-210 BOOKS	2,883.62	17,355.48	25,000.00	7,644.52	69.4
10-75-211 AUDIO & VIDEO	65.50	1,590.70	7,000.00	5,409.30	22.7
10-75-212 DIGITAL	317.84	3,497.04	5,000.00	1,502.96	69.9
10-75-213 LOST AND DAMAGED BOOK REPLACEM	166.89	429.64	1,500.00	1,070.36	28.6
10-75-215 SUBSCRIPTIONS	55.00	55.00	600.00	545.00	9.2
10-75-220 PUBLIC NOTICES	.00	.00	500.00	500.00	.0
10-75-230 TRAVEL	21.92	198.42	1,500.00	1,301.58	13.2
10-75-240 OFFICE SUPPLIES & EXPENSES	190.16	10,385.83	9,000.00	(1,385.83)	115.4
10-75-241 POSTAGE	325.03	755.26	2,500.00	1,744.74	30.2
10-75-242 DONATIONS/GIFTS PURCHASES	.00	.00	1,600.00	1,600.00	.0
10-75-243 COPIER/SUPPLIES	185.77	2,772.24	5,000.00	2,227.76	55.4
10-75-244 PROGRAM SUPPLIES	372.46	3,151.40	2,500.00	(651.40)	126.1
10-75-245 CHILDREN PROGRAMS	665.94	2,958.18	5,500.00	2,541.82	53.8
10-75-246 YOUTH PROGRAMS	129.86	968.11	1,500.00	531.89	64.5
10-75-247 ADULT PROGRAMS	251.96	973.34	2,500.00	1,526.66	38.9
10-75-260 BUILDING & GROUNDS MAINTENANCE	82.11	3,769.26	4,000.00	230.74	94.2
10-75-270 UTILITIES	226.99	1,714.74	3,000.00	1,285.26	57.2
10-75-271 GAS - (QUESTAR)	329.85	669.26	1,300.00	630.74	51.5
10-75-280 TELEPHONE	121.35	833.05	2,000.00	1,166.95	41.7
10-75-281 "INTERNET/ERATE"	.00	.00	5,600.00	5,600.00	.0
10-75-310 SERVICES DATA PROCESSING	987.92	5,914.87	13,000.00	7,085.13	45.5
10-75-311 SERV DATA PROC/SATELLITE BRANC	494.34	2,966.04	6,500.00	3,533.96	45.6
10-75-312 COMPUTER SOFTWARE	3,974.48	10,740.43	22,300.00	11,559.57	48.2
10-75-313 COMPUTER HARDWARE	.00	.00	3,300.00	3,300.00	.0
10-75-314 SATELLITE COMPUTER SOFTWARE	29.16	812.71	5,000.00	4,187.29	16.3
10-75-315 SATELLITE COMPUTER HARDWARE	.00	.00	1,900.00	1,900.00	.0
10-75-360 EDUCATION	125.00	199.99	1,500.00	1,300.01	13.3
10-75-410 INSURANCE	.00	1,610.89	2,000.00	389.11	80.5
10-75-439 LIBRARY GRANT - MISC	1,200.00	2,812.44	500.00	(2,312.44)	562.5
10-75-440 STATE GRANT (CLEF)	.00	.00	6,500.00	6,500.00	.0
10-75-450 MISCELLANEOUS SUPPLIES	815.24	1,655.87	1,500.00	(155.87)	110.4
10-75-460 MISCELLANEOUS SERVICES	100.00	100.00	100.00	.00	100.0
10-75-541 LSTA GRANT	.00	.00	500.00	500.00	.0
TOTAL LIBRARY	30,491.66	209,912.05	349,100.00	139,187.95	60.1

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTIONS TO OTHER UNITS</u>					
10-89-100 CONTRIBUTION TO UTOPIA DEBT	32,959.44	230,716.08	396,000.00	165,283.92	58.3
10-89-101 UTOPIA - REFUND OF DEBT CONTRI	.00	.00	(103,000.00)	(103,000.00)	.0
TOTAL CONTRIBUTIONS TO OTHER UNITS	32,959.44	230,716.08	293,000.00	62,283.92	78.7
<u>TRANSFER TO OTHER FUNDS</u>					
10-90-950 TRANSFER TO CAP PROJECTS FUND	.00	.00	300,000.00	300,000.00	.0
10-90-951 TRANS TO FIRE DEPT FUND	.00	.00	358,500.00	358,500.00	.0
10-90-954 TRANSFER TO RECREATION FUND	.00	.00	167,050.00	167,050.00	.0
TOTAL TRANSFER TO OTHER FUNDS	.00	.00	825,550.00	825,550.00	.0
TOTAL FUND EXPENDITURES	510,663.83	3,588,899.90	7,160,200.00	3,571,300.10	50.1
NET REVENUE OVER EXPENDITURES	246,396.54	1,711,762.43	.00	(1,711,762.43)	.0

CITY OF TREMONTON
 BALANCE SHEET
 JANUARY 31, 2023

FOOD PANTRY - SPECIAL REV FUND

ASSETS

21-11100	CASH FROM COMBINED FUND		247,680.10	
	TOTAL ASSETS			<u>247,680.10</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
21-29800	FUND BALANCE - BEGINN OF YEAR		186,380.73	
	REVENUE OVER EXPENDITURES - YTD		<u>61,299.37</u>	
	BALANCE - CURRENT DATE		<u>247,680.10</u>	
	TOTAL FUND EQUITY			<u>247,680.10</u>
	TOTAL LIABILITIES AND EQUITY			<u>247,680.10</u>

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

FOOD PANTRY - SPECIAL REV FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
21-33-101 REIMBURSED SALES TAX	3,416.57	9,137.13	9,000.00	(137.13)	101.5
TOTAL INTERGOVERNMENTAL REVENUE	3,416.57	9,137.13	9,000.00	(137.13)	101.5
<u>OTHER INCOME</u>					
21-37-600 INTEREST EARNINGS	912.46	3,663.84	500.00	(3,163.84)	732.8
TOTAL OTHER INCOME	912.46	3,663.84	500.00	(3,163.84)	732.8
<u>DONATIONS</u>					
21-38-120 PRIVATE DONATION	1,620.00	79,643.63	35,000.00	(44,643.63)	227.6
TOTAL DONATIONS	1,620.00	79,643.63	35,000.00	(44,643.63)	227.6
<u>TRANSFERS/BAL TO BE APPROPRIAT</u>					
21-39-950 FUND BAL TO BE APPROPRIATED	.00	.00	45,000.00	45,000.00	.0
TOTAL TRANSFERS/BAL TO BE APPROPRIAT	.00	.00	45,000.00	45,000.00	.0
TOTAL FUND REVENUE	5,949.03	92,444.60	89,500.00	(2,944.60)	103.3

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

FOOD PANTRY - SPECIAL REV FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FOOD PANTRY EXPENSE</u>					
21-40-100 SALARIES	2,139.38	12,705.83	33,200.00	20,494.17	38.3
21-40-102 MERIT	.00	108.28	.00	(108.28)	.0
21-40-130 BENEFITS	214.15	1,248.36	3,000.00	1,751.64	41.6
21-40-160 HEALTH, SAFETY & WELFARE	110.72	627.08	700.00	72.92	89.6
21-40-200 FOOD/SUPPLIES	3,205.00	6,659.96	4,000.00	(2,659.96)	166.5
21-40-230 TRAVEL	.00	.00	100.00	100.00	.0
21-40-240 OFFICE SUPPLIES & EXPENSES	.00	7.70	500.00	492.30	1.5
21-40-241 POSTAGE	60.00	120.00	100.00	(20.00)	120.0
21-40-250 SUPPLIES & MAINTENAN	.00	618.70	2,000.00	1,381.30	30.9
21-40-251 FUEL	.00	33.50	1,000.00	966.50	3.4
21-40-260 BUILDING & GROUNDS MAINTENANCE	110.10	600.04	2,000.00	1,399.96	30.0
21-40-270 UTILITIES	424.33	3,132.01	6,700.00	3,567.99	46.8
21-40-271 GAS - (QUESTAR)	755.21	1,636.06	3,000.00	1,363.94	54.5
21-40-280 TELEPHONE	80.98	584.86	2,000.00	1,415.14	29.2
21-40-281 INTERNET	55.80	148.80	300.00	151.20	49.6
21-40-310 SERVICES DATA PROCESSING	57.54	343.12	800.00	456.88	42.9
21-40-312 COMPUTER SOFTWARE	2.92	81.27	300.00	218.73	27.1
21-40-313 COMPUTER HARDWARE	.00	252.61	1,500.00	1,247.39	16.8
21-40-340 ACCOUNTING & AUDITING	93.82	202.97	400.00	197.03	50.7
21-40-410 INSURANCE	.00	1,934.08	2,200.00	265.92	87.9
21-40-450 MISCELLANEOUS SUPPLIES	.00	100.00	500.00	400.00	20.0
21-40-700 CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.0
TOTAL FOOD PANTRY EXPENSE	7,309.95	31,145.23	89,300.00	58,154.77	34.9
<u>ADMIN SERVICE CHARGE</u>					
21-90-905 ADMIN SERVICES CHARGE	.00	.00	200.00	200.00	.0
TOTAL ADMIN SERVICE CHARGE	.00	.00	200.00	200.00	.0
TOTAL FUND EXPENDITURES	7,309.95	31,145.23	89,500.00	58,354.77	34.8
NET REVENUE OVER EXPENDITURES	(1,360.92)	61,299.37	.00	(61,299.37)	.0

CITY OF TREMONTON
 BALANCE SHEET
 JANUARY 31, 2023

RECREATION

ASSETS

25-11100	CASH FROM COMBINED FUND		243,630.48	
	TOTAL ASSETS			243,630.48

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
25-29800	FUND BALANCE - BEGINN OF YEAR		255,512.41	
	REVENUE OVER EXPENDITURES - YTD	(11,881.93)	
	BALANCE - CURRENT DATE		243,630.48	
	TOTAL FUND EQUITY			243,630.48
	TOTAL LIABILITIES AND EQUITY			243,630.48

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>ADULT PROGRAMS</u>					
25-34-100 ADULT BASKETBALL	.00	25.00	.00	(25.00)	.0
25-34-120 ADULT SOCCER	.00	.00	1,500.00	1,500.00	.0
25-34-130 ADULT SOFTBALL	.00	1,547.50	5,000.00	3,452.50	31.0
25-34-150 PICKLEBALL	1,174.00	5,925.00	9,000.00	3,075.00	65.8
25-34-400 WAIVERS	.00	(60.00)	(300.00)	(240.00)	(20.0)
TOTAL ADULT PROGRAMS	1,174.00	7,437.50	15,200.00	7,762.50	48.9
<u>YOUTH PROGRAMS</u>					
25-35-100 YOUTH BASEBALL	.00	.00	11,500.00	11,500.00	.0
25-35-120 YOUTH BASKETBALL	125.00	41,252.00	25,000.00	(16,252.00)	165.0
25-35-130 YOUTH FLAG FOOTBALL	.00	7,005.00	3,500.00	(3,505.00)	200.1
25-35-140 YOUTH SOCCER	1,445.00	11,317.00	13,000.00	1,683.00	87.1
25-35-150 YOUTH TRACK AND FIELD	.00	.00	5,000.00	5,000.00	.0
25-35-160 YOUTH VOLLEYBALL	.00	.00	1,000.00	1,000.00	.0
25-35-170 YOUTH GOLF	.00	.00	3,000.00	3,000.00	.0
25-35-180 YOUTH BOWLING	.00	.00	500.00	500.00	.0
25-35-190 YOUTH KARATE	.00	.00	700.00	700.00	.0
25-35-200 YOUTH CAMPS	.00	460.00	3,500.00	3,040.00	13.1
25-35-400 WAIVERS	.00	(978.00)	(1,500.00)	(522.00)	(65.2)
TOTAL YOUTH PROGRAMS	1,570.00	59,056.00	65,200.00	6,144.00	90.6
<u>MISC. PROGRAMS</u>					
25-36-100 CONCESSION STAND	.00	955.66	6,000.00	5,044.34	15.9
25-36-110 SPECIAL EVENTS	3,650.00	4,035.00	3,500.00	(535.00)	115.3
25-36-140 TOURNAMENTS	2,100.00	8,005.00	20,000.00	11,995.00	40.0
25-36-400 WAIVERS	.00	(30.00)	(100.00)	(70.00)	(30.0)
TOTAL MISC. PROGRAMS	5,750.00	12,965.66	29,400.00	16,434.34	44.1
<u>OTHER INCOME</u>					
25-37-178 RENTAL - PARKS/FIELDS	.00	802.50	1,000.00	197.50	80.3
25-37-179 RENTAL - BOWERY/STAGES	.00	300.00	500.00	200.00	60.0
25-37-600 INTEREST EARNINGS	897.54	4,193.98	250.00	(3,943.98)	1677.6
25-37-617 CONVENIENCE FEE	522.00	3,429.00	3,500.00	71.00	98.0
TOTAL OTHER INCOME	1,419.54	8,725.48	5,250.00	(3,475.48)	166.2

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>DONATIONS</u>					
25-38-143 RACE OPERATIONAL DONATIONS	.00	.00	200.00	200.00	.0
TOTAL DONATIONS	.00	.00	200.00	200.00	.0
<u>TRANSFERS/FUND BAL TO BE APPRO</u>					
25-39-901 TRANSFER FROM THE GEN FUND	.00	.00	167,050.00	167,050.00	.0
TOTAL TRANSFERS/FUND BAL TO BE APPR	.00	.00	167,050.00	167,050.00	.0
TOTAL FUND REVENUE	9,913.54	88,184.64	282,300.00	194,115.36	31.2

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON DEPARTMENTAL EXPENSE</u>					
25-40-100 SALARIES - NON DEPARTMENTAL	4,374.44	25,379.00	60,700.00	35,321.00	41.8
25-40-101 OVERTIME WAGES - NON DEPT	.00	1,391.63	3,000.00	1,608.37	46.4
25-40-102 MERIT- NON DEPARTMENTAL	.00	.00	100.00	100.00	.0
25-40-103 WAGES - IN FIELDS	.00	467.57	8,300.00	7,832.43	5.6
25-40-106 DRUG TEST/PHYSICAL	.00	237.40	.00	(237.40)	.0
25-40-112 WAGES - ADMIN ALLOCATION	705.91	5,620.38	13,700.00	8,079.62	41.0
25-40-130 BENEFITS	1,770.08	12,482.82	41,500.00	29,017.18	30.1
25-40-140 HSA CONTRIBUTION	.00	1,300.00	1,300.00	.00	100.0
25-40-200 SPECIAL DEPARTMENT SUPPLIES	.00	.00	500.00	500.00	.0
25-40-212 MEMBERSHIPS/DUES	55.00	55.00	500.00	445.00	11.0
25-40-220 PUBLIC NOTICES	.00	.00	2,000.00	2,000.00	.0
25-40-230 TRAVEL	.00	.00	2,200.00	2,200.00	.0
25-40-240 OFFICE SUPPLIES & EXPENSES	.00	147.36	500.00	352.64	29.5
25-40-241 POSTAGE	36.44	174.54	500.00	325.46	34.9
25-40-243 COPIER/SUPPLIES	.00	225.90	500.00	274.10	45.2
25-40-251 FUEL	.00	466.00	2,000.00	1,534.00	23.3
25-40-270 UTILITIES	38.70	2,237.36	4,500.00	2,262.64	49.7
25-40-271 GAS - (QUESTAR)	138.47	286.97	500.00	213.03	57.4
25-40-280 TELEPHONE	101.40	818.72	2,500.00	1,681.28	32.8
25-40-281 INTERNET	223.26	595.36	1,000.00	404.64	59.5
25-40-310 SERVICES DATA PROCESSING	213.95	1,683.25	2,800.00	1,116.75	60.1
25-40-312 COMPUTER SOFTWARE	11.67	3,493.07	5,100.00	1,606.93	68.5
25-40-313 COMPUTER HARDWARE	.00	1,010.42	1,300.00	289.58	77.7
25-40-340 ACCOUNTING & AUDITING	94.81	205.11	400.00	194.89	51.3
25-40-347 CREDIT CARD SERVICE FEE	158.17	1,667.20	2,000.00	332.80	83.4
25-40-360 EDUCATION	.00	85.00	1,500.00	1,415.00	5.7
25-40-410 INSURANCE	.00	1,191.79	1,200.00	8.21	99.3
TOTAL NON DEPARTMENTAL EXPENSE	7,922.30	61,221.85	160,100.00	98,878.15	38.2
<u>CONCESSION STAND</u>					
25-41-100 SALARIES	.00	887.01	4,000.00	3,112.99	22.2
25-41-130 BENEFITS	.00	87.60	500.00	412.40	17.5
25-41-200 FOOD	.00	.00	3,000.00	3,000.00	.0
25-41-250 EQUIPMENT, SUPPLIES & MAINT.	.00	220.00	1,000.00	780.00	22.0
25-41-260 BUILDING & GROUNDS MAINTENANCE	.00	.00	500.00	500.00	.0
TOTAL CONCESSION STAND	.00	1,194.61	9,000.00	7,805.39	13.3

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SPECIAL EVENTS</u>					
25-42-100 SALARIES	.00	.00	500.00	500.00	.0
25-42-130 BENEFITS	.00	.46	100.00	99.54	.5
25-42-212 MEMBERSHIPS/DUES	.00	.00	1,500.00	1,500.00	.0
25-42-220 PUBLIC NOTICES	.00	.00	200.00	200.00	.0
25-42-250 EQUIPMENT SUPPLIES & MAINT.	37.00	37.00	1,500.00	1,463.00	2.5
TOTAL SPECIAL EVENTS	37.00	37.46	3,800.00	3,762.54	1.0
<u>TOURNAMENTS</u>					
25-44-100 SALARIES	.00	7,239.65	12,000.00	4,760.35	60.3
25-44-130 BENEFITS	.00	82.96	200.00	117.04	41.5
25-44-212 MEMBERSHIPS/DUES	.00	500.00	600.00	100.00	83.3
25-44-220 PUBLIC NOTICES	.00	.00	200.00	200.00	.0
25-44-250 EQUIPMENT SUPPLIES & MAINTENAN	.00	997.93	3,500.00	2,502.07	28.5
25-44-499 FACILITY RENTAL	.00	.00	300.00	300.00	.0
TOTAL TOURNAMENTS	.00	8,820.54	16,800.00	7,979.46	52.5
<u>ADULT SOCCER</u>					
25-52-100 SALARIES	.00	42.00	1,100.00	1,058.00	3.8
25-52-130 BENEFITS	.00	8.78	100.00	91.22	8.8
25-52-250 EQUIPMENT, SUPPLIES & MAINTEN	.00	.00	400.00	400.00	.0
TOTAL ADULT SOCCER	.00	50.78	1,600.00	1,549.22	3.2
<u>ADULT SOFTBALL</u>					
25-53-100 SALARIES	.00	1,772.20	4,500.00	2,727.80	39.4
25-53-130 BENEFITS	.00	163.90	500.00	336.10	32.8
25-53-220 PUBLIC NOTICES	.00	.00	100.00	100.00	.0
25-53-250 EQUIPMENT, SUPPLIES & MAINTENA	.00	703.96	2,500.00	1,796.04	28.2
TOTAL ADULT SOFTBALL	.00	2,640.06	7,600.00	4,959.94	34.7
<u>PICKLEBALL</u>					
25-55-100 SALARIES	.00	114.66	2,000.00	1,885.34	5.7
25-55-130 BENEFITS	.00	13.42	200.00	186.58	6.7
25-55-220 PUBLIC NOTICES	.00	.00	100.00	100.00	.0
25-55-250 EQUIPMENT, SUPPLIES, MAINTENAN	556.95	712.23	1,500.00	787.77	47.5
25-55-499 FACILITY RENTAL	.00	.00	4,000.00	4,000.00	.0
TOTAL PICKLEBALL	556.95	840.31	7,800.00	6,959.69	10.8

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>YOUTH BASEBALL</u>					
25-70-100 SALARIES	.00	1,354.28	3,000.00	1,645.72	45.1
25-70-130 BENEFITS	.00	141.36	300.00	158.64	47.1
25-70-212 MEMBERSHIPS/DUES	.00	6,172.00	6,000.00	(172.00)	102.9
25-70-220 PUBLIC NOTICE	.00	.00	300.00	300.00	.0
25-70-250 EQUIPMENT, SUPPLIES & MAINTENA	80.00	80.00	3,000.00	2,920.00	2.7
TOTAL YOUTH BASEBALL	80.00	7,747.64	12,600.00	4,852.36	61.5
<u>YOUTH BASKETBALL</u>					
25-72-100 SALARIES	4,891.92	5,167.55	11,500.00	6,332.45	44.9
25-72-130 BENEFITS	410.93	464.53	1,200.00	735.47	38.7
25-72-212 MEMBERSHIPS/DUES	.00	.00	6,000.00	6,000.00	.0
25-72-220 PUBLIC NOTICE	.00	.00	300.00	300.00	.0
25-72-250 EQUIPMENT, SUPPLIES & MAINENAN	254.95	531.80	2,500.00	1,968.20	21.3
25-72-499 FACILITY RENTAL	.00	.00	4,500.00	4,500.00	.0
TOTAL YOUTH BASKETBALL	5,557.80	6,163.88	26,000.00	19,836.12	23.7
<u>YOUTH FLAG FOOTBALL</u>					
25-73-100 SALARIES	.00	1,646.94	1,600.00	(46.94)	102.9
25-73-130 BENEFITS	.00	145.17	200.00	54.83	72.6
25-73-220 PUBLIC NOTICES	.00	339.94	200.00	(139.94)	170.0
25-73-250 EQUIPMENT, SUPPLIES & MAINTENA	40.00	2,295.49	2,000.00	(295.49)	114.8
TOTAL YOUTH FLAG FOOTBALL	40.00	4,427.54	4,000.00	(427.54)	110.7
<u>YOUTH SOCCER</u>					
25-74-100 SALARIES	.00	1,686.16	4,000.00	2,313.84	42.2
25-74-130 BENEFITS	.00	152.95	400.00	247.05	38.2
25-74-220 PUBLIC NOTICES	.00	10.00	500.00	490.00	2.0
25-74-250 EQUIPMENT, SUPPLIES & MAINTEN	232.00	3,026.54	5,000.00	1,973.46	60.5
TOTAL YOUTH SOCCER	232.00	4,875.65	9,900.00	5,024.35	49.3
<u>YOUTH TRACK AND FIELD</u>					
25-75-100 SALARIES	.00	.00	1,500.00	1,500.00	.0
25-75-130 BENEFITS	.00	.00	200.00	200.00	.0
25-75-250 EQUIPMENT, SUPPLIES & MAINTEN	.00	.00	1,500.00	1,500.00	.0
TOTAL YOUTH TRACK AND FIELD	.00	.00	3,200.00	3,200.00	.0

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>YOUTH VOLLEYBALL</u>					
25-76-100 SALARIES	.00	.00	500.00	500.00	.0
25-76-130 BENEFITS	.00	.57	100.00	99.43	.6
25-76-250 EQUIPMENT, SUPPLIES & MAINTEN	.00	.00	500.00	500.00	.0
25-76-499 FACILITY RENTAL	.00	.00	100.00	100.00	.0
TOTAL YOUTH VOLLEYBALL	.00	.57	1,200.00	1,199.43	.1
<u>YOUTH GOLF</u>					
25-77-212 MEMBERSHIPS/DUES	.00	.00	3,500.00	3,500.00	.0
TOTAL YOUTH GOLF	.00	.00	3,500.00	3,500.00	.0
<u>YOUTH BOWLING</u>					
25-78-212 MEMBERSHIPS/DUES	.00	.00	500.00	500.00	.0
25-78-250 EQUIPMENT, SUPPLIES & MAINTENA	.00	.00	200.00	200.00	.0
TOTAL YOUTH BOWLING	.00	.00	700.00	700.00	.0
<u>YOUTH KARATE</u>					
25-79-100 SALARIES	.00	.00	500.00	500.00	.0
25-79-130 BENEFITS	.00	.68	100.00	99.32	.7
25-79-250 EQUIPMENT, SUPPLIES & MAINTENA	.00	.00	200.00	200.00	.0
TOTAL YOUTH KARATE	.00	.68	800.00	799.32	.1
<u>YOUTH CAMPS</u>					
25-80-212 MEMBERSHIPS/DUES	.00	2,045.00	3,500.00	1,455.00	58.4
TOTAL YOUTH CAMPS	.00	2,045.00	3,500.00	1,455.00	58.4
<u>ADMIN SERVICE CHARGES</u>					
25-90-905 ADMIN SERVICES CHARGE	.00	.00	10,200.00	10,200.00	.0
TOTAL ADMIN SERVICE CHARGES	.00	.00	10,200.00	10,200.00	.0
TOTAL FUND EXPENDITURES	14,426.05	100,066.57	282,300.00	182,233.43	35.5
NET REVENUE OVER EXPENDITURES	(4,512.51)	(11,881.93)	.00	11,881.93	.0

CITY OF TREMONTON
 BALANCE SHEET
 JANUARY 31, 2023

SPECIAL REVENUE FUND - PARKS

ASSETS

26-11100	CASH FROM COMBINED FUND		552,232.08	
	TOTAL ASSETS			552,232.08

LIABILITIES AND EQUITY

FUND EQUITY

26-27200	RESERVE FOR IMPACT FEES - NP		521,623.50	
	UNAPPROPRIATED FUND BALANCE:			
26-29800	FUND BALANCE - BEGINN OF YEAR	415,282.08		
	REVENUE OVER EXPENDITURES - YTD	(384,673.50)		
	BALANCE - CURRENT DATE		30,608.58	
	TOTAL FUND EQUITY			552,232.08
	TOTAL LIABILITIES AND EQUITY			552,232.08

CITY OF TREMONTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

SPECIAL REVENUE FUND - PARKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER INCOME</u>					
26-36-612 INTEREST EARNING	2,034.44	10,285.44	2,000.00	(8,285.44)	514.3
26-36-630 IMPACT RESERVES	.00	.00	426,000.00	426,000.00	.0
26-36-750 PARKS IMPACT FEE	.00	127,149.01	159,000.00	31,850.99	80.0
TOTAL OTHER INCOME	2,034.44	137,434.45	587,000.00	449,565.55	23.4
TOTAL FUND REVENUE	2,034.44	137,434.45	587,000.00	449,565.55	23.4

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

SPECIAL REVENUE FUND - PARKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
26-62-291 CAPITAL PROJECTS-CITY WIDE	.00	9,800.00	20,000.00	10,200.00	49.0
26-62-320 ENGINEERING	347.50	347.50	7,000.00	6,652.50	5.0
26-62-370 OTHER PROFESSIONAL & TECHNICAL	312.50	312.50	.00	(312.50)	.0
26-62-503 TRAILHEAD IMPROVEMENTS	.00	8,277.38	40,000.00	31,722.62	20.7
26-62-705 LAND ACQUISITION	.00	467,470.57	470,000.00	2,529.43	99.5
26-62-715 ACQUISITION OF WATER SHARES	.00	35,900.00	50,000.00	14,100.00	71.8
TOTAL PARKS & RECREATION	660.00	522,107.95	587,000.00	64,892.05	89.0
TOTAL FUND EXPENDITURES	660.00	522,107.95	587,000.00	64,892.05	89.0
NET REVENUE OVER EXPENDITURES	1,374.44	(384,673.50)	.00	384,673.50	.0

CITY OF TREMONTON
 BALANCE SHEET
 JANUARY 31, 2023

FIRE DEPARTMENT

ASSETS

28-11100	CASH FROM COMBINED FUND	1,051,449.45	
28-13121	NEW A/R AMBULANCE - EASYWAY	20.00	
28-13122	NEW A/R AMBULANCE - AVOCATION	157,270.50	
28-13123	NEW A/R AMBULANCE-IMAGE TREND	934,906.73	
28-13150	ALLOWANCE FOR BAD DEBT	(330,000.00)	
	TOTAL ASSETS		<u>1,813,646.68</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
28-29800	FUND BALANCE - BEGINN OF YEAR	1,847,990.08	
	REVENUE OVER EXPENDITURES - YTD	(34,343.40)	
	BALANCE - CURRENT DATE	1,813,646.68	
	TOTAL FUND EQUITY		<u>1,813,646.68</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,813,646.68</u>

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

FIRE DEPARTMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FIRE INTERGOVERNMENTAL REV</u>					
28-34-364 STATE EMS GRANT	.00	16,500.00	4,000.00	(12,500.00)	412.5
28-34-370 FEDERAL GRANT	.00	.00	95,000.00	95,000.00	.0
28-34-388 HAZMAT RESPONSE	.00	.00	300.00	300.00	.0
28-34-390 FIRE CONTRACT - BE COUNTY	.00	.00	21,000.00	21,000.00	.0
28-34-395 FIRE CONTRACT - ELWOOD	.00	.00	17,000.00	17,000.00	.0
28-34-396 FIRE RESPONSE - DEWEYVILLE	.00	.00	1,000.00	1,000.00	.0
28-34-397 FIRE RESPONSE - COUNTY	.00	7,710.19	4,000.00	(3,710.19)	192.8
28-34-398 FIRE RESPONSE - ELWOOD	.00	3,512.95	.00	(3,512.95)	.0
TOTAL FIRE INTERGOVERNMENTAL REV	.00	27,723.14	142,300.00	114,576.86	19.5
<u>EMS - CHARGES FOR SERVICES</u>					
28-35-586 AMBULANCE BAD DEBT	(1,339.33)	(14,889.83)	(260,000.00)	(245,110.17)	(5.7)
28-35-591 AMBULANCE-INSURANCE WRITE-OFF	(109,800.88)	(626,518.86)	(700,000.00)	(73,481.14)	(89.5)
28-35-592 BILLABLE SUPPLIES - AMBULANCE	23,893.07	159,917.56	250,000.00	90,082.44	64.0
28-35-596 AMBULANCE MILEAGE	111,142.20	519,864.81	800,000.00	280,135.19	65.0
28-35-598 AMBULANCE FEES	129,118.00	740,843.00	1,200,000.00	459,157.00	61.7
28-35-599 AMBULANCE STANDBY FEE	.00	3,640.00	.00	(3,640.00)	.0
TOTAL EMS - CHARGES FOR SERVICES	153,013.06	782,856.68	1,290,000.00	507,143.32	60.7
<u>FIRE - OTHER INCOME</u>					
28-36-511 SERVING FEE - TREMONTON	.00	30.00	.00	(30.00)	.0
28-36-601 OTHER REVENUE	40.00	5,284.50	6,000.00	715.50	88.1
28-36-603 PUBLIC EDUCATION PROVIDE	.00	.00	1,000.00	1,000.00	.0
28-36-610 INTEREST EARNING	3,923.58	17,777.33	3,000.00	(14,777.33)	592.6
28-36-838 PUBLIC EDUCATION PROVIDE	.00	49.00	500.00	451.00	9.8
28-36-849 INSURANCE PROCEEDS	.00	28,616.77	28,700.00	83.23	99.7
TOTAL FIRE - OTHER INCOME	3,963.58	51,757.60	39,200.00	(12,557.60)	132.0
<u>EMS - OTHER INCOME</u>					
28-37-601 OTHER REVENUE	.00	.00	4,500.00	4,500.00	.0
28-37-750 FIRE/EMS IMPACT FEE REIMBURSE	.00	6,542.91	11,000.00	4,457.09	59.5
TOTAL EMS - OTHER INCOME	.00	6,542.91	15,500.00	8,957.09	42.2

CITY OF TREMONTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

FIRE DEPARTMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISC INCOME</u>					
28-39-950 TRANSFERS FROM GENERAL FUND	.00	.00	358,500.00	358,500.00	.0
28-39-955 TRANSFERS FROM CAPITAL EQUIP	.00	.00	91,000.00	91,000.00	.0
28-39-999 FUND BALANCE TO BE APPROPRIATE	.00	.00	199,300.00	199,300.00	.0
TOTAL MISC INCOME	.00	.00	648,800.00	648,800.00	.0
TOTAL FUND REVENUE	156,976.64	868,880.33	2,135,800.00	1,266,919.67	40.7

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

FIRE DEPARTMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENSE</u>					
28-50-100 ADMIN WAGES	3,119.86	67,603.28	127,400.00	59,796.72	53.1
28-50-102 MERIT	.00	1,089.10	500.00	(589.10)	217.8
28-50-106 DRUG TEST/PHYSICAL	.00	6,843.71	30,000.00	23,156.29	22.8
28-50-130 BENEFITS	683.15	24,869.68	55,300.00	30,430.32	45.0
28-50-140 HSA CONTRIBUTION	.00	1,900.00	1,900.00	.00	100.0
28-50-220 PUBLIC NOTICES	.00	.00	200.00	200.00	.0
28-50-240 OFFICE SUPPLIES & EXPENSES	55.00	55.00	2,000.00	1,945.00	2.8
28-50-243 COPIER/SUPPLIES	.00	63.39	1,500.00	1,436.61	4.2
28-50-260 BUILDING & GROUNDS MAINTENANCE	809.35	32,231.16	34,700.00	2,468.84	92.9
28-50-270 UTILITIES	282.06	1,934.69	2,700.00	765.31	71.7
28-50-271 GAS - (QUESTAR)	1,628.70	3,313.04	5,000.00	1,686.96	66.3
28-50-280 TELEPHONE	803.31	5,851.59	18,000.00	12,148.41	32.5
28-50-281 INTERNET	167.43	446.48	700.00	253.52	63.8
28-50-310 SERVICES DATA PROCESSING	237.48	1,401.58	3,200.00	1,798.42	43.8
28-50-312 COMPUTER SOFTWARE	8.75	243.80	2,700.00	2,456.20	9.0
28-50-313 COMPUTER HARDWARE	.00	757.82	3,000.00	2,242.18	25.3
28-50-330 LEGAL	.00	.00	500.00	500.00	.0
28-50-340 ACCOUNTING & AUDITING	1,241.50	2,685.91	5,400.00	2,714.09	49.7
28-50-370 OTHER PROFESSIONAL & TECHNICAL	.00	.00	37,000.00	37,000.00	.0
28-50-410 INSURANCE	.00	24,153.64	25,400.00	1,246.36	95.1
28-50-451 HEALTH SAFETY WELFARE	227.04	1,711.00	9,500.00	7,789.00	18.0
28-50-512 FACILITIES/IMPACT STUDY	.00	.00	3,000.00	3,000.00	.0
28-50-530 IMPROVE TO BUILDING LESS \$5000	.00	.00	5,000.00	5,000.00	.0
28-50-704 IMPROVE TO BUILDING OVER \$5000	.00	.00	105,000.00	105,000.00	.0
TOTAL NON-DEPARTMENTAL EXPENSE	9,263.63	177,154.87	479,600.00	302,445.13	36.9

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

FIRE DEPARTMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT EXPENSE</u>					
28-51-100 FIRE DEPT WAGES	2,323.09	7,148.42	26,500.00	19,351.58	27.0
28-51-101 OVERTIME WAGES	.00	.00	3,500.00	3,500.00	.0
28-51-102 MERIT	.00	.00	500.00	500.00	.0
28-51-107 FIRE TRAINING WAGES	.00	1,651.95	20,000.00	18,348.05	8.3
28-51-108 HAZMAT WAGES	.00	.00	2,000.00	2,000.00	.0
28-51-130 BENEFITS	193.55	1,252.74	8,500.00	7,247.26	14.7
28-51-212 MEMBERSHIPS/DUES	.00	.00	1,000.00	1,000.00	.0
28-51-230 TRAVEL	.00	.00	12,000.00	12,000.00	.0
28-51-246 BILLABLE SUPPLIES	.00	825.00	1,000.00	175.00	82.5
28-51-250 SUPPLIES AND MAINTENANCE	218.89	3,572.27	70,000.00	66,427.73	5.1
28-51-251 FIRE EQUIPMENT FUEL	480.06	3,648.45	8,000.00	4,351.55	45.6
28-51-252 PERSONAL PROTECTIVE EQUIPMENT	3,244.62	7,191.78	45,000.00	37,808.22	16.0
28-51-263 PUBLIC EDUCATION	.00	107.94	3,500.00	3,392.06	3.1
28-51-292 EQUIPMENT PURCHASES (GRANTS)	.00	265.46	.00	(265.46)	.0
28-51-360 EDUCATION/CERTIFICATION	.00	144.30	6,000.00	5,855.70	2.4
28-51-367 RECERTIFICATION	.00	.00	3,000.00	3,000.00	.0
28-51-370 OTHER PROFESSIONAL & TECHNICAL	.00	2,627.01	10,000.00	7,372.99	26.3
28-51-450 MISCELLANEOUS SUPPLIES	.00	.00	1,000.00	1,000.00	.0
28-51-461 FIRE EXTINGUISHERS	.00	.00	500.00	500.00	.0
28-51-508 FIRE EQUIPMENT LESS THAN \$5000	.00	5,719.98	11,000.00	5,280.02	52.0
28-51-706 FIRE EQUIP GREATER THAN \$5000	.00	.00	35,000.00	35,000.00	.0
28-51-802 DEBT PRINCIPAL PAYMENT	.00	87,851.61	88,000.00	148.39	99.8
28-51-851 DEBT INTEREST PAYMENT	.00	965.15	2,500.00	1,534.85	38.6
TOTAL FIRE DEPARTMENT EXPENSE	6,460.21	122,972.06	358,500.00	235,527.94	34.3

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

FIRE DEPARTMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMS DEPARTMENT EXPENSE</u>					
28-52-100	41,220.45	319,654.88	555,000.00	235,345.12	57.6
28-52-101	4,034.18	38,210.21	25,000.00	(13,210.21)	152.8
28-52-102	.00	.00	500.00	500.00	.0
28-52-111	2,858.50	15,377.50	25,000.00	9,622.50	61.5
28-52-113	495.71	2,252.07	10,000.00	7,747.93	22.5
28-52-130	14,195.87	103,390.59	168,000.00	64,609.41	61.5
28-52-212	.00	240.00	2,000.00	1,760.00	12.0
28-52-230	2,117.14	3,149.14	8,000.00	4,850.86	39.4
28-52-241	453.06	1,532.31	2,500.00	967.69	61.3
28-52-245	55.00	3,912.54	40,000.00	36,087.46	9.8
28-52-246	4,425.18	24,859.92	65,000.00	40,140.08	38.3
28-52-248	2,939.47	11,272.07	22,000.00	10,727.93	51.2
28-52-252	.00	174.81	15,000.00	14,825.19	1.2
28-52-293	46.30	271.80	10,000.00	9,728.20	2.7
28-52-312	1,523.00	9,264.36	21,600.00	12,335.64	42.9
28-52-347	614.05	3,438.53	4,000.00	561.47	86.0
28-52-360	.00	2,389.00	12,600.00	10,211.00	19.0
28-52-368	.00	480.31	5,000.00	4,519.69	9.6
28-52-370	.00	12,600.00	15,500.00	2,900.00	81.3
28-52-371	9,248.72	17,567.80	25,000.00	7,432.20	70.3
28-52-410	.00	.00	2,500.00	2,500.00	.0
28-52-450	.00	.00	1,000.00	1,000.00	.0
28-52-480	(60.00)	(120.00)	(200.00)	(80.00)	(60.0)
28-52-500	.00	.00	2,500.00	2,500.00	.0
28-52-706	.00	.00	7,000.00	7,000.00	.0
28-52-710	.00	.00	210,000.00	210,000.00	.0
28-52-802	.00	32,818.41	33,000.00	181.59	99.5
28-52-851	.00	360.55	1,000.00	639.45	36.1
TOTAL EMS DEPARTMENT EXPENSE	84,166.63	603,096.80	1,288,500.00	685,403.20	46.8
<u>ADMINISTRATIVE FEES</u>					
28-90-905	.00	.00	9,200.00	9,200.00	.0
TOTAL ADMINISTRATIVE FEES	.00	.00	9,200.00	9,200.00	.0
TOTAL FUND EXPENDITURES	99,890.47	903,223.73	2,135,800.00	1,232,576.27	42.3
NET REVENUE OVER EXPENDITURES	57,086.17	(34,343.40)	.00	34,343.40	.0

CITY OF TREMONTON
 BALANCE SHEET
 JANUARY 31, 2023

CAPITAL PROJECTS FUND

ASSETS

40-11100	CASH FROM COMBINED FUND		2,694,892.87
	TOTAL ASSETS		<u>2,694,892.87</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
40-29800	FUND BALANCE - BEGINN OF YEAR	2,655,141.39	
	REVENUE OVER EXPENDITURES - YTD	<u>39,751.48</u>	
	BALANCE - CURRENT DATE		<u>2,694,892.87</u>
	TOTAL FUND EQUITY		<u>2,694,892.87</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,694,892.87</u>

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST</u>					
40-36-610 INTEREST EARNING	9,928.09	41,764.98	.00	(41,764.98)	.0
TOTAL INTEREST	9,928.09	41,764.98	.00	(41,764.98)	.0
<u>TRANSFERS/FUND BAL TO BE APPRO</u>					
40-39-900 TRANSFER IN FROM GENERAL FUND	.00	.00	300,000.00	300,000.00	.0
40-39-999 FUND BALANCE TO BE APPROPRIATE	.00	.00	(205,000.00)	(205,000.00)	.0
TOTAL TRANSFERS/FUND BAL TO BE APPR	.00	.00	95,000.00	95,000.00	.0
TOTAL FUND REVENUE	9,928.09	41,764.98	95,000.00	53,235.02	44.0

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS CAPITAL PROJECTS</u>					
40-62-540 PARKS CAPITAL PROJECT FUND	.00	1,120.50	15,000.00	13,879.50	7.5
TOTAL PARKS CAPITAL PROJECTS	.00	1,120.50	15,000.00	13,879.50	7.5
<u>SENIORS CAPITAL PROJECTS</u>					
40-66-550 SENIORS CAPITAL PROJECT FUND	.00	893.00	30,000.00	29,107.00	3.0
TOTAL SENIORS CAPITAL PROJECTS	.00	893.00	30,000.00	29,107.00	3.0
<u>CEMETERY CAPITAL PROJECTS</u>					
40-69-550 CEMETERY CAPITAL PROJECT FUND	.00	.00	50,000.00	50,000.00	.0
TOTAL CEMETERY CAPITAL PROJECTS	.00	.00	50,000.00	50,000.00	.0
TOTAL FUND EXPENDITURES	.00	2,013.50	95,000.00	92,986.50	2.1
NET REVENUE OVER EXPENDITURES	9,928.09	39,751.48	.00	(39,751.48)	.0

CITY OF TREMONTON
 BALANCE SHEET
 JANUARY 31, 2023

VEHICLE/EQUIP CAP PROJECT FUND

ASSETS

41-11100	CASH FROM COMBINED FUND		947,982.30	
	TOTAL ASSETS			947,982.30

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
41-29800	FUND BALANCE - BEGINN OF YEAR		956,760.19	
	REVENUE OVER EXPENDITURES - YTD	(8,777.89)	
	BALANCE - CURRENT DATE		947,982.30	
	TOTAL FUND EQUITY			947,982.30
	TOTAL LIABILITIES AND EQUITY			947,982.30

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

VEHICLE/EQUIP CAP PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS INCOME</u>					
41-36-610 INTEREST	3,492.40	15,195.46	.00	(15,195.46)	.0
TOTAL MISCELLANEOUS INCOME	3,492.40	15,195.46	.00	(15,195.46)	.0
<u>TRANSFERS/FUND BAL TO BE APPRO</u>					
41-39-999 FUND BALANCE TO BE APPROPRIATE	.00	.00	506,000.00	506,000.00	.0
TOTAL TRANSFERS/FUND BAL TO BE APPR	.00	.00	506,000.00	506,000.00	.0
TOTAL FUND REVENUE	3,492.40	15,195.46	506,000.00	490,804.54	3.0

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

VEHICLE/EQUIP CAP PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
41-41-560 EQUIPMENT	.00	7,942.00	12,000.00	4,058.00	66.2
TOTAL NON-DEPARTMENTAL	.00	7,942.00	12,000.00	4,058.00	66.2
<u>POLICE DEPARTMENT</u>					
41-42-550 VEHICLES	.00	.00	40,000.00	40,000.00	.0
41-42-560 EQUIPMENT	(3,909.00)	.00	22,000.00	22,000.00	.0
TOTAL POLICE DEPARTMENT	(3,909.00)	.00	62,000.00	62,000.00	.0
<u>STREET DEPARTMENT</u>					
41-44-560 EQUIPMENT	.00	.00	315,000.00	315,000.00	.0
TOTAL STREET DEPARTMENT	.00	.00	315,000.00	315,000.00	.0
<u>PARKS</u>					
41-48-560 EQUIPMENT	(3,399.00)	.00	7,000.00	7,000.00	.0
TOTAL PARKS	(3,399.00)	.00	7,000.00	7,000.00	.0
<u>FIRE DEPARTMENT</u>					
41-49-560 EQUIPMENT	.00	6,661.33	7,000.00	338.67	95.2
TOTAL FIRE DEPARTMENT	.00	6,661.33	7,000.00	338.67	95.2
<u>LIBRARY</u>					
41-52-560 EQUIPMENT	.00	9,370.02	12,000.00	2,629.98	78.1
TOTAL LIBRARY	.00	9,370.02	12,000.00	2,629.98	78.1
<u>TRANSFER TO OTHER FUNDS</u>					
41-90-107 CONTRIBUTION TO FUND 28	.00	.00	91,000.00	91,000.00	.0
TOTAL TRANSFER TO OTHER FUNDS	.00	.00	91,000.00	91,000.00	.0
TOTAL FUND EXPENDITURES	(7,308.00)	23,973.35	506,000.00	482,026.65	4.7

CITY OF TREMONTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2023

VEHICLE/EQUIP CAP PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	10,800.40	(8,777.89)	.00	8,777.89	.0

CITY OF TREMONTON
 BALANCE SHEET
 JANUARY 31, 2023

TRANS CAPACITY CAPITAL FUND

ASSETS

42-11100	CASH FROM COMBINED FUND		2,590,965.01	
	TOTAL ASSETS			<u>2,590,965.01</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
42-29800	FUND BALANCE - BEGINN OF YEAR	2,499,306.50		
	REVENUE OVER EXPENDITURES - YTD	<u>91,658.51</u>		
	BALANCE - CURRENT DATE		<u>2,590,965.01</u>	
	TOTAL FUND EQUITY			<u>2,590,965.01</u>
	TOTAL LIABILITIES AND EQUITY			<u>2,590,965.01</u>

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

TRANS CAPACITY CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GRANTS</u>					
42-34-366 GRANT REVENUE	.00	106,768.43	287,000.00	180,231.57	37.2
TOTAL GRANTS	.00	106,768.43	287,000.00	180,231.57	37.2
<u>INTEREST</u>					
42-36-610 INTEREST	9,545.22	39,435.73	.00	(39,435.73)	.0
TOTAL INTEREST	9,545.22	39,435.73	.00	(39,435.73)	.0
<u>SOURCE 37</u>					
42-37-725 IMPACT FEE - TRANSPORTATION	.00	64,450.53	124,400.00	59,949.47	51.8
TOTAL SOURCE 37	.00	64,450.53	124,400.00	59,949.47	51.8
<u>TRANSFERS/FUND BAL TO BE APPRO</u>					
42-39-970 FUND BALANCE TO BE APPROPRIATE	.00	.00	(75,400.00)	(75,400.00)	.0
TOTAL TRANSFERS/FUND BAL TO BE APPR	.00	.00	(75,400.00)	(75,400.00)	.0
TOTAL FUND REVENUE	9,545.22	210,654.69	336,000.00	125,345.31	62.7

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

TRANS CAPACITY CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VEHICLE CAPACITY PROJECTS</u>					
42-51-320 ENGINEERING	13,410.50	17,460.50	10,000.00	(7,460.50)	174.6
42-51-330 LEGAL	.00	.00	2,000.00	2,000.00	.0
42-51-370 OTHER PROFESSIONAL & TECHNICAL	.00	1,931.48	5,000.00	3,068.52	38.6
42-51-550 AQUISITION OF ROW	.00	99,604.20	319,000.00	219,395.80	31.2
TOTAL VEHICLE CAPACITY PROJECTS	13,410.50	118,996.18	336,000.00	217,003.82	35.4
TOTAL FUND EXPENDITURES	13,410.50	118,996.18	336,000.00	217,003.82	35.4
NET REVENUE OVER EXPENDITURES	(3,865.28)	91,658.51	.00	(91,658.51)	.0

CITY OF TREMONTON
BALANCE SHEET
JANUARY 31, 2023

WATER UTILITY FUND

ASSETS

51-11100	CASH FROM COMBINED FUND	5,005,574.15	
51-11150	PTIF SEC WATER BOND PROCEEDS	279,251.43	
51-12000	UTILITY SERVICE ACC. REC	130,616.38	
51-12202	POSTAGE CASH - MAIL DYNAMICS	560.00	
51-13230	NOTE RECEIVABLE	98,793.22	
51-15011	LAND	64,476.25	
51-15012	BUILDINGS AND STRUCTURES	2,588,611.35	
51-15013	EQUIPMENT	1,354,480.30	
51-15014	IMPROVEMENTS	585,355.29	
51-15015	WATER LINES	3,196,940.01	
51-15016	AUTOS	335,791.77	
51-15050	CONSTRUCTION IN PROGRESS S. W.	3,530,157.84	
51-15051	LAND - S.W.	87,473.98	
51-15053	EQUIPMENT S. W.	415,907.65	
51-15054	IMPROVEMENTS	1,525,945.56	
51-15055	SECONDARY WATER LINES	4,087,212.69	
51-15100	ACCUM DEPRECIATION WATERWORKS	(4,666,993.49)	
51-15150	ACCUM DEPRECIATION - SECONDARY	(583,464.64)	
51-18100	NET PENSION ASSET	109,014.00	
51-19100	DEFERRED OUTFLOWS - PENSION	77,565.00	
	TOTAL ASSETS		18,223,268.74

LIABILITIES AND EQUITY

LIABILITIES

51-20000	CUSTOMER DEPOSITS	24,775.00	
51-22200	VACATION PAYABLE	47,000.00	
51-25400	SECONDARY WATER BONDS PAYABLE	2,984,000.00	
51-25401	SEC WATER BOND PAYABLE 2021 SR	4,161,000.00	
51-25900	DEFERRED INFLOWS - PENSION	196,344.00	
	TOTAL LIABILITIES		7,413,119.00

FUND EQUITY

51-27250	RESERVE - IMPACT FEE - NEW	(2,401,013.27)	
	UNAPPROPRIATED FUND BALANCE:		
51-29800	FUND BALANCE - BEGINN OF YEAR	13,489,574.14	
	REVENUE OVER EXPENDITURES - YTD	(278,411.13)	
	BALANCE - CURRENT DATE		13,211,163.01
	TOTAL FUND EQUITY		10,810,149.74
	TOTAL LIABILITIES AND EQUITY		18,223,268.74

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER REVENUE</u>					
51-36-602 OTHER UTILITY REVENUE	.00	.00	100.00	100.00	.0
51-36-604 WATER SAMPLES	.00	.00	500.00	500.00	.0
51-36-605 RENT FOR PW BUILDING	.00	1,212.84	900.00	(312.84)	134.8
51-36-610 UTILITY INTEREST INCOME	18,440.73	83,768.19	9,000.00	(74,768.19)	930.8
51-36-611 INTEREST INCOME-BOND PROCEEDS	1,014.28	13,651.02	.00	(13,651.02)	.0
51-36-617 CREDIT CARD SERVICE FEE	1,885.90	12,867.43	15,000.00	2,132.57	85.8
51-36-618 WATER SHARES - BR CANAL LEASED	.00	.00	1,000.00	1,000.00	.0
51-36-670 SALE OF FIXED ASSETS	.00	102,774.95	102,000.00	(774.95)	100.8
51-36-674 SERVICE/CONVENIENCE TURN-ON	915.00	5,340.00	8,000.00	2,660.00	66.8
51-36-675 UTILITY SET UP FEE	260.00	1,990.00	4,000.00	2,010.00	49.8
51-36-676 LATE FEE - ALL UTILITIES	(160.30)	6,873.45	13,000.00	6,126.55	52.9
TOTAL OTHER REVENUE	22,355.61	228,477.88	153,500.00	(74,977.88)	148.9
<u>UTILITY REVENUE</u>					
51-37-551 BRWCD WIELDING	.00	.00	2,000.00	2,000.00	.0
51-37-710 CULINARY BASE RATE	76,477.47	534,609.21	890,000.00	355,390.79	60.1
51-37-711 CULINARY USE RATE	43,149.24	710,423.32	1,155,000.00	444,576.68	61.5
51-37-712 CULINARY CONNECTION	.00	15,930.00	50,000.00	34,070.00	31.9
51-37-713 WATER CONNECTION RESERVE	.00	1,400.00	100.00	(1,300.00)	1400.0
51-37-714 SECONDARY WATER BASE	21.61	47,131.10	40,000.00	(7,131.10)	117.8
51-37-716 SECONDARY USE RATE	1.04	91,638.08	100,000.00	8,361.92	91.6
51-37-725 REC BAD DEBT/GARNISHMENT/SERV	.00	50.92	100.00	49.08	50.9
TOTAL UTILITY REVENUE	119,649.36	1,401,182.63	2,237,200.00	836,017.37	62.6
<u>CONTRIBUTIONS & TRANSFERS</u>					
51-38-897 EXCESS FROM RESERVES	.00	.00	942,800.00	942,800.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	942,800.00	942,800.00	.0
<u>IMPACT FEES</u>					
51-39-715 WATER IMPACT FEES	.00	338,010.60	753,000.00	414,989.40	44.9
51-39-900 IMPACT FEE RESERVE	.00	.00	(553,000.00)	(553,000.00)	.0
TOTAL IMPACT FEES	.00	338,010.60	200,000.00	(138,010.60)	169.0
TOTAL FUND REVENUE	142,004.97	1,967,671.11	3,533,500.00	1,565,828.89	55.7

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER DEPARTMENT UTILITY FUND</u>					
51-70-100 SALARIES	27,518.20	207,244.92	369,000.00	161,755.08	56.2
51-70-101 OVERTIME WAGES	594.49	8,089.72	9,300.00	1,210.28	87.0
51-70-103 MERIT	.00	324.86	300.00	(24.86)	108.3
51-70-106 DRUG TEST/PHYSICAL	.00	278.10	600.00	321.90	46.4
51-70-130 BENEFITS	12,460.19	113,584.14	208,200.00	94,615.86	54.6
51-70-140 HSA CONTRIBUTION	.00	5,000.00	6,200.00	1,200.00	80.7
51-70-150 VEHICLE MAINTENANCE	244.28	2,643.96	4,500.00	1,856.04	58.8
51-70-160 HEALTH, SAFETY & WELFARE	.00	33.16	500.00	466.84	6.6
51-70-180 LAB	982.98	1,958.08	6,000.00	4,041.92	32.6
51-70-190 UNIFORMS	107.97	3,290.25	3,500.00	209.75	94.0
51-70-200 WATER CHLORINE	2,063.50	8,336.00	8,000.00	(336.00)	104.2
51-70-201 GERMER IRRIGATION	.00	.00	400.00	400.00	.0
51-70-202 STEVENSEN IRRIGATION	.00	.00	800.00	800.00	.0
51-70-203 BEVERLY GIBSON IRRIGATION MAIN	.00	.00	200.00	200.00	.0
51-70-204 BRWCD	15,738.90	41,613.90	100,000.00	58,386.10	41.6
51-70-210 BOOKS & SUBSCRIPTIONS	.00	98.00	1,600.00	1,502.00	6.1
51-70-220 PUBLIC NOTICES	.00	.00	300.00	300.00	.0
51-70-230 TRAVEL	.00	.00	2,500.00	2,500.00	.0
51-70-240 OFFICE SUPPLIES & EXPENSES	397.63	2,837.44	5,000.00	2,162.56	56.8
51-70-241 POSTAGE	156.09	3,064.58	18,000.00	14,935.42	17.0
51-70-243 COPIER/SUPPLIES	70.49	1,330.02	3,000.00	1,669.98	44.3
51-70-250 SUPPLIES & MAINTENA	3,265.50	63,627.47	75,000.00	11,372.53	84.8
51-70-251 FUEL	338.75	2,938.74	10,000.00	7,061.26	29.4
51-70-260 BUILDING & GROUNDS MAINTENANCE	191.33	2,412.37	2,000.00	(412.37)	120.6
51-70-269 UTILITY - PUB WORKS BUILDING	206.27	1,384.63	3,500.00	2,115.37	39.6
51-70-270 WATER ELECTRIC POWER PUMPING	7,531.53	84,641.14	140,000.00	55,358.86	60.5
51-70-271 GAS - (QUESTAR)	1,391.71	2,910.48	4,300.00	1,389.52	67.7
51-70-280 TELEPHONE	326.61	2,519.88	5,900.00	3,380.12	42.7
51-70-281 INTERNET	55.80	148.80	300.00	151.20	49.6
51-70-310 SERVICES DATA PROCESSING	57.54	343.12	800.00	456.88	42.9
51-70-312 COMPUTER SOFTWARE	2.92	9,797.37	12,600.00	2,802.63	77.8
51-70-313 COMPUTER HARDWARE	.00	252.61	400.00	147.39	63.2
51-70-320 ENGINEERING	1,216.25	8,499.50	3,000.00	(5,499.50)	283.3
51-70-330 LEGAL	.00	125.00	1,000.00	875.00	12.5
51-70-332 CONTRACT MINUTES/SOCIAL MEDIA	1,117.56	4,235.90	9,200.00	4,964.10	46.0
51-70-340 ACCOUNTING & AUDITING	2,285.78	4,945.17	10,000.00	5,054.83	49.5
51-70-347 CREDIT CARD SERVICE FEE	933.09	6,128.23	8,500.00	2,371.77	72.1
51-70-360 EDUCATION	.00	.00	2,000.00	2,000.00	.0
51-70-370 WATER DEPT PROFESSIONAL	.00	.00	1,000.00	1,000.00	.0
51-70-380 WATER SAMPLES	.00	2,062.00	3,500.00	1,438.00	58.9
51-70-410 INSURANCE	.00	14,558.07	15,000.00	441.93	97.1
51-70-460 MISCELLANEOUS SERVICES	.00	884.60	2,000.00	1,115.40	44.2
51-70-480 BAD DEBTS EXPENSE	(60.12)	1,059.32	(300.00)	(1,359.32)	353.1
51-70-502 HOE UPGRADE	.00	.00	12,000.00	12,000.00	.0
51-70-510 WATER CAPITAL IMPROVEMENTS	15,000.00	15,000.00	.00	(15,000.00)	.0
51-70-541 VEHICLE PURCHASE	.00	.00	35,000.00	35,000.00	.0
51-70-560 WATER DEPRECIATION	.00	.00	200,000.00	200,000.00	.0
51-70-569 WATER METER- NEW CONNECTIONS	.00	.00	50,000.00	50,000.00	.0
51-70-570 WATER METER- REPLACEMENT	.00	17,269.82	150,000.00	132,730.18	11.5
51-70-701 CAPITAL ENGINEERING	.00	.00	1,500.00	1,500.00	.0
51-70-706 EQUIPMENT GREATER THAN \$5000	.00	18,817.00	30,000.00	11,183.00	62.7

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL WATER DEPARTMENT UTILITY FUND	94,195.24	664,288.35	1,536,100.00	871,811.65	43.3
<u>SECONDARY WATER</u>					
51-80-100 SALARY	.00	2,526.91	5,200.00	2,673.09	48.6
51-80-101 OVERTIME WAGES	.00	1,021.12	1,000.00	(21.12)	102.1
51-80-130 BENEFITS	.00	1,999.49	3,600.00	1,600.51	55.5
51-80-170 WATER METER PURCHASES	.00	.00	50,000.00	50,000.00	.0
51-80-201 SAFETY SUPPLIES	.00	.00	200.00	200.00	.0
51-80-250 SUPPLIES & MAINT.	165.67	10,348.82	12,000.00	1,651.18	86.2
51-80-251 FUEL	.00	783.98	2,000.00	1,216.02	39.2
51-80-270 PUMPING POWER COST	.00	27,451.14	40,000.00	12,548.86	68.6
51-80-320 ENGINEERING	.00	590.75	10,000.00	9,409.25	5.9
51-80-370 OTHER PROFESSIONAL & TECHNICAL	.00	3,147.50	.00	(3,147.50)	.0
51-80-460 WATER SHARES	.00	.00	13,100.00	13,100.00	.0
51-80-501 EQUIPMENT LESS THAN \$5000	.00	.00	1,000.00	1,000.00	.0
51-80-560 SECONDARY WATER DEPRECIATION	.00	.00	250,000.00	250,000.00	.0
51-80-701 CAPITAL ENGINEERING	.00	417.00	6,000.00	5,583.00	7.0
51-80-715 ACQUISITION OF WATER SHARES	1,750.00	1,850.00	50,000.00	48,150.00	3.7
51-80-752 CONSTRUCTION BOND 2021 SERIES	691,013.15	1,447,963.81	900,000.00	(547,963.81)	160.9
51-80-810 BOND PRINCIPAL 2019 SERIES	.00	.00	216,000.00	216,000.00	.0
51-80-811 BOND PRINCIPAL 2021 SERIES	.00	.00	256,000.00	256,000.00	.0
51-80-871 BOND INTEREST 2019 SERIES	.00	37,495.09	78,000.00	40,504.91	48.1
51-80-872 BOND INTEREST 2021 SERIES	.00	46,198.28	94,000.00	47,801.72	49.2
TOTAL SECONDARY WATER	692,928.82	1,581,793.89	1,988,100.00	406,306.11	79.6
<u>ADMIN SERVICE CHARGES</u>					
51-90-905 ADMIN SERVICES CHARGE - WATER	.00	.00	9,300.00	9,300.00	.0
TOTAL ADMIN SERVICE CHARGES	.00	.00	9,300.00	9,300.00	.0
TOTAL FUND EXPENDITURES	787,124.06	2,246,082.24	3,533,500.00	1,287,417.76	63.6
NET REVENUE OVER EXPENDITURES	(645,119.09)	(278,411.13)	.00	278,411.13	.0

CITY OF TREMONTON
BALANCE SHEET
JANUARY 31, 2023

TREATMENT PLANT FUND

ASSETS

52-11100	CASH FROM COMBINED FUND	6,273,486.91	
52-11103	CASH IN PTIF - WWTP RESERVE	243,416.55	
52-12000	TREATMENT PLANT ACC. REC	163,238.50	
52-15112	BUILDINGS AND STRUCTURES	4,939,156.72	
52-15113	EQUIPMENT	4,710,637.04	
52-15115	IMPROVEMENTS	48,990.00	
52-15116	AUTOS	11,714.00	
52-15200	ACCUMULATED DEP. TREATMENT	(3,006,993.99)	
52-16110	LAND - COMPOST	35,150.00	
52-16112	BUILDINGS AND STRUCTURES	259,497.33	
52-16113	EQUIPMENT - COMPOST	146,622.11	
52-16114	AUTOS - COMPOST	189,895.56	
52-16115	IMPROVEMENTS - COMPOST	16,455.25	
52-16200	ACCUMULATE DEPRECIATION	(529,610.04)	
52-18100	NET PENSION ASSET	99,104.00	
52-19100	DEFERRED OUTFLOWS -PENSION	78,751.00	
	TOTAL ASSETS		13,679,510.94

LIABILITIES AND EQUITY

LIABILITIES

52-22150	VACATION PAYABLE	42,000.00	
52-25900	DEFERRED INFLOWS - PENSION	175,718.00	
	TOTAL LIABILITIES		217,718.00

FUND EQUITY

52-27250	RESERVE - IMPACT FEE	(2,893,891.10)	
	UNAPPROPRIATED FUND BALANCE:		
52-29800	FUND BALANCE - BEGINN OF YEAR	15,608,637.27	
	REVENUE OVER EXPENDITURES - YTD	747,046.77	
	BALANCE - CURRENT DATE	16,355,684.04	
	TOTAL FUND EQUITY		13,461,792.94
	TOTAL LIABILITIES AND EQUITY		13,679,510.94

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

TREATMENT PLANT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER INCOME</u>					
52-36-599 OTHER INCOME	207.00	1,783.00	.00	(1,783.00)	.0
52-36-610 INTEREST EARNINGS	23,992.81	105,475.50	15,000.00	(90,475.50)	703.2
TOTAL OTHER INCOME	24,199.81	107,258.50	15,000.00	(92,258.50)	715.1
<u>UTILITY REVENUE</u>					
52-37-711 TREATMENT OVERAGE	42,335.33	408,793.61	625,000.00	216,206.39	65.4
52-37-770 SALES TREATMENT TREMONTON	109,281.79	753,655.62	1,125,000.00	371,344.38	67.0
52-37-773 SALE OF COMPOST	.00	3,505.00	6,000.00	2,495.00	58.4
TOTAL UTILITY REVENUE	151,617.12	1,165,954.23	1,756,000.00	590,045.77	66.4
<u>CONTRIBUTIONS & TRANSFERS</u>					
52-38-897 EXCESS FROM RESERVES	.00	.00	493,400.00	493,400.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	493,400.00	493,400.00	.0
<u>IMPACT FEES</u>					
52-39-725 IMPACT FEES WWTP	.00	96,805.39	273,500.00	176,694.61	35.4
52-39-897 EXCESS FROM RESERVES	.00	.00	(273,500.00)	(273,500.00)	.0
TOTAL IMPACT FEES	.00	96,805.39	.00	(96,805.39)	.0
TOTAL FUND REVENUE	175,816.93	1,370,018.12	2,264,400.00	894,381.88	60.5

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

TREATMENT PLANT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TREATMENT PLANT</u>					
52-72-100 SALARIES	24,684.59	160,452.67	326,000.00	165,547.33	49.2
52-72-101 OVERTIME WAGES	1,167.42	5,675.26	8,900.00	3,224.74	63.8
52-72-103 MERIT	.00	.00	300.00	300.00	.0
52-72-104 DRUG TEST/PHYSICAL	.00	215.00	400.00	185.00	53.8
52-72-130 BENEFITS	13,474.41	90,246.28	194,800.00	104,553.72	46.3
52-72-140 HSA CONTRIBUTION	.00	4,150.00	6,100.00	1,950.00	68.0
52-72-180 LAB	3,236.73	25,841.55	45,000.00	19,158.45	57.4
52-72-190 UNIFORMS	141.12	2,733.26	2,500.00	(233.26)	109.3
52-72-200 TREATMENT PLANT CHLORINE	2,275.50	3,131.25	8,000.00	4,868.75	39.1
52-72-210 BOOKS & SUBSCRIPTIONS	.00	.00	300.00	300.00	.0
52-72-220 SAFETY SUPPLIES	.00	33.16	1,000.00	966.84	3.3
52-72-230 TRAVEL	.00	.00	2,000.00	2,000.00	.0
52-72-240 OFFICE SUPPLIES & EXPENSES	.00	1,079.64	2,000.00	920.36	54.0
52-72-241 POSTAGE	191.98	3,079.21	8,500.00	5,420.79	36.2
52-72-250 SUPPLIES & MAINT.	4,771.09	24,829.55	60,000.00	35,170.45	41.4
52-72-260 BUILDING & GROUNDS MAINTENANCE	191.34	1,191.11	6,000.00	4,808.89	19.9
52-72-269 UTILITY - PUB WORKS BUILDING	198.91	1,335.26	3,300.00	1,964.74	40.5
52-72-270 UTILITIES	8,729.50	48,995.51	85,000.00	36,004.49	57.6
52-72-271 GAS - (QUESTAR)	1,342.07	2,806.66	5,000.00	2,193.34	56.1
52-72-280 TELEPHONE	149.19	831.09	2,100.00	1,268.91	39.6
52-72-281 INTERNET	55.80	148.80	300.00	151.20	49.6
52-72-310 SERVICES DATA PROCESSING	65.64	389.64	900.00	510.36	43.3
52-72-312 COMPUTER SOFTWARE	2.92	81.27	900.00	818.73	9.0
52-72-313 COMPUTER HARDWARE	.00	252.61	1,500.00	1,247.39	16.8
52-72-320 ENGINEERING	.00	.00	1,000.00	1,000.00	.0
52-72-330 LEGAL	.00	.00	100.00	100.00	.0
52-72-332 CONTRACT MINUTES/SOCIAL MEDIA	1,117.54	4,235.85	9,200.00	4,964.15	46.0
52-72-340 ACCOUNTING & AUDITING	2,204.25	4,768.77	9,600.00	4,831.23	49.7
52-72-347 CREDIT CARD SERVICE FEE	1,090.39	7,167.34	8,200.00	1,032.66	87.4
52-72-360 EDUCATION	.00	.00	1,000.00	1,000.00	.0
52-72-380 TREATMENT SAMPLES	.00	1,636.00	4,000.00	2,364.00	40.9
52-72-410 INSURANCE	.00	15,920.20	17,500.00	1,579.80	91.0
52-72-480 BAD DEBTS EXPENSE	.00	787.79	.00	(787.79)	.0
52-72-503 EQUIPMENT LESS THAN \$5000	.00	.00	1,000.00	1,000.00	.0
52-72-512 FACILITIES/IMPACT FEE	6,680.00	31,726.25	65,000.00	33,273.75	48.8
52-72-521 ULTRA VIOLET LAMPS & O-RING	3,647.50	12,893.75	300,000.00	287,106.25	4.3
52-72-600 TREATMENT PLANT DEPRECIATION	.00	.00	420,000.00	420,000.00	.0
52-72-612 EMERGENCY REPAIR FUND RESERVE	.00	.00	6,000.00	6,000.00	.0
52-72-701 CAPITAL ENGINEERING	5,943.75	5,943.75	.00	(5,943.75)	.0
52-72-706 EQUIPMENT GREATER THAN \$5000	.00	.00	29,000.00	29,000.00	.0
TOTAL TREATMENT PLANT	81,361.64	462,578.48	1,642,400.00	1,179,821.52	28.2

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

TREATMENT PLANT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMPOST OPERATIONS</u>					
52-73-100 SALARIES	4,806.40	38,484.67	71,400.00	32,915.33	53.9
52-73-101 OVERTIME WAGES	.00	1,171.56	2,000.00	828.44	58.6
52-73-103 MERIT	.00	.00	200.00	200.00	.0
52-73-130 BENEFITS	2,472.13	19,463.86	33,900.00	14,436.14	57.4
52-73-160 FUEL	4,864.51	14,378.29	20,000.00	5,621.71	71.9
52-73-180 LAB	.00	.00	4,000.00	4,000.00	.0
52-73-190 UNIFORMS	.00	947.62	800.00	(147.62)	118.5
52-73-205 POLYMER	.00	17,997.04	40,000.00	22,002.96	45.0
52-73-210 BOOKS & SUBSCRIPTIONS	.00	.00	100.00	100.00	.0
52-73-220 SUPPLIES SUPPLIES	.00	.00	500.00	500.00	.0
52-73-230 TRAVEL	.00	.00	500.00	500.00	.0
52-73-240 OFFICE SUPPLIES & EXPENSES	.00	.00	200.00	200.00	.0
52-73-250 SUPPLIES & MAINT.	4,188.46	11,359.44	11,000.00	(359.44)	103.3
52-73-260 BUILDING & GROUNDS MAINTENANCE	.00	369.06	2,000.00	1,630.94	18.5
52-73-270 UTILITIES	3,394.81	19,053.81	35,000.00	15,946.19	54.4
52-73-280 TELEPHONE	44.87	265.40	600.00	334.60	44.2
52-73-360 EDUCATION	.00	.00	500.00	500.00	.0
52-73-380 TREATMENT SAMPLES	.00	193.00	1,500.00	1,307.00	12.9
52-73-460 PLANT SLUDGE REMOVAL	.00	19,485.46	20,000.00	514.54	97.4
52-73-503 EQUIPMENT LESS THAN \$5000	.00	.00	1,000.00	1,000.00	.0
52-73-540 SKID LOADER UPGRADE	.00	.00	10,000.00	10,000.00	.0
52-73-600 COMPOST DEPRECIATION	.00	.00	35,000.00	35,000.00	.0
52-73-706 EQUIPMENT GREATER THAN \$5000	.00	.00	5,500.00	5,500.00	.0
52-73-802 FRONT END LOADER LEASE	.00	17,223.66	17,200.00	(23.66)	100.1
TOTAL COMPOST OPERATIONS	19,771.18	160,392.87	312,900.00	152,507.13	51.3
<u>BUDGET TO GAAP DEBT PROCEEDS</u>					
52-80-901 LOAN TO FUND 54 - SEWER	.00	.00	300,000.00	300,000.00	.0
TOTAL BUDGET TO GAAP DEBT PROCEEDS	.00	.00	300,000.00	300,000.00	.0
<u>ADMIN SERVICE CHARGES</u>					
52-90-905 ADMIN SERVICES CHARGE	.00	.00	9,100.00	9,100.00	.0
TOTAL ADMIN SERVICE CHARGES	.00	.00	9,100.00	9,100.00	.0
TOTAL FUND EXPENDITURES	101,132.82	622,971.35	2,264,400.00	1,641,428.65	27.5
NET REVENUE OVER EXPENDITURES	74,684.11	747,046.77	.00	(747,046.77)	.0

CITY OF TREMONTON
BALANCE SHEET
JANUARY 31, 2023

SEWER FUND

ASSETS

54-11100	CASH FROM COMBINED FUND	1,521,556.94	
54-12000	SEWER SERVICE ACCTS REC	22,568.40	
54-15009	CONSTRUCTION IN PROGRESS SEWER	25,912.25	
54-16011	BUILDINGS AND STRUCTURES	88,849.00	
54-16012	EQUIPMENT	201,028.80	
54-16014	SEWER LINES	1,145,050.32	
54-16100	ACCUM DEPRECIATION SEWER SYS	(772,198.95)	
54-18100	NET PENSION ASSET	19,821.00	
54-19100	DEFERRED OUTFLOWS - PENSION	15,588.00	
	TOTAL ASSETS		2,268,175.76

LIABILITIES AND EQUITY

LIABILITIES

54-22200	VACATION PAYABLE	9,000.00	
54-25900	DEFERRED INFLOWS - PENSION	36,075.00	
	TOTAL LIABILITIES		45,075.00

FUND EQUITY

54-27250	RESERVE FOR IMPACT FEES-SEWER	216,893.90	
	UNAPPROPRIATED FUND BALANCE:		
54-29800	FUND BALANCE - BEGINN OF YEAR	1,810,622.10	
	REVENUE OVER EXPENDITURES - YTD	195,584.76	
	BALANCE - CURRENT DATE	2,006,206.86	
	TOTAL FUND EQUITY		2,223,100.76
	TOTAL LIABILITIES AND EQUITY		2,268,175.76

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER REVENUE</u>					
54-36-610 INTEREST EARNING	5,605.47	24,213.52	5,000.00	(19,213.52)	484.3
54-36-901 LOAN FROM FUND 52 - WWTP	.00	.00	300,000.00	300,000.00	.0
TOTAL OTHER REVENUE	5,605.47	24,213.52	305,000.00	280,786.48	7.9
<u>UTILITY REVENUE</u>					
54-37-721 SEWER CONNECTION	.00	1,800.00	8,500.00	6,700.00	21.2
54-37-730 SALES SEWER SERVICE	21,057.02	145,196.97	233,700.00	88,503.03	62.1
TOTAL UTILITY REVENUE	21,057.02	146,996.97	242,200.00	95,203.03	60.7
<u>CONTRIBUTIONS & TRANSFERS</u>					
54-38-897 EXCESS FROM RESERVES	.00	.00	740,700.00	740,700.00	.0
54-38-900 IMPACT FEE RESERVE	.00	.00	71,800.00	71,800.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	812,500.00	812,500.00	.0
<u>IMPACT FEES</u>					
54-39-725 SEWER COLLECTION - IMPACT FEE	.00	93,995.89	132,000.00	38,004.11	71.2
TOTAL IMPACT FEES	.00	93,995.89	132,000.00	38,004.11	71.2
TOTAL FUND REVENUE	26,662.49	265,206.38	1,491,700.00	1,226,493.62	17.8

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER DEPARTMENT</u>					
54-71-100 SALARIES	3,619.98	27,748.88	59,500.00	31,751.12	46.6
54-71-101 OVERTIME WAGES	902.15	902.15	1,000.00	97.85	90.2
54-71-103 MERIT	.00	.00	100.00	100.00	.0
54-71-130 BENEFITS	1,890.74	12,547.15	29,000.00	16,452.85	43.3
54-71-190 UNIFORMS	.00	780.12	1,600.00	819.88	48.8
54-71-201 SAFETY SUPPLIES	.00	.00	1,000.00	1,000.00	.0
54-71-230 TRAVEL	.00	.00	1,000.00	1,000.00	.0
54-71-240 OFFICE SUPPLIES & EXPENSES	.00	399.12	1,000.00	600.88	39.9
54-71-241 POSTAGE	22.94	428.39	1,000.00	571.61	42.8
54-71-250 SUPPLIES & MAINT.	.00	4,652.74	12,000.00	7,347.26	38.8
54-71-251 FUEL	218.38	2,525.05	5,000.00	2,474.95	50.5
54-71-269 UTILITY - PUB WORKS BUILDING	28.57	191.76	800.00	608.24	24.0
54-71-271 GAS - (QUESTAR)	192.74	403.08	600.00	196.92	67.2
54-71-280 TELEPHONE	19.70	171.59	500.00	328.41	34.3
54-71-320 ENGINEERING	.00	.00	3,000.00	3,000.00	.0
54-71-340 ACCOUNTING & AUDITING	316.56	684.86	1,300.00	615.14	52.7
54-71-347 CREDIT CARD SERVICE FEE	130.32	856.61	1,200.00	343.39	71.4
54-71-360 EDUCATION	.00	.00	1,000.00	1,000.00	.0
54-71-410 INSURANCE	.00	16,020.46	16,700.00	679.54	95.9
54-71-480 BAD DEBTS EXPENSE	.00	153.16	.00	(153.16)	.0
54-71-503 EQUIPMENT LESS THAN \$5000	.00	.00	1,000.00	1,000.00	.0
54-71-560 SEWER DEPRECIATION	.00	.00	50,000.00	50,000.00	.0
54-71-701 CAPITAL ENGINEERING	.00	1,156.50	10,000.00	8,843.50	11.6
54-71-706 EQUIPMENT GREATER THAN \$5000	.00	.00	5,100.00	5,100.00	.0
54-71-750 SEWER CONSTRUCTION	.00	.00	1,287,000.00	1,287,000.00	.0
TOTAL SEWER DEPARTMENT	7,342.08	69,621.62	1,490,400.00	1,420,778.38	4.7
<u>ADMIN SERVICE CHARGES</u>					
54-90-905 ADMIN SERVICES CHARGE	.00	.00	1,300.00	1,300.00	.0
TOTAL ADMIN SERVICE CHARGES	.00	.00	1,300.00	1,300.00	.0
TOTAL FUND EXPENDITURES	7,342.08	69,621.62	1,491,700.00	1,422,078.38	4.7
NET REVENUE OVER EXPENDITURES	19,320.41	195,584.76	.00	(195,584.76)	.0

CITY OF TREMONTON
BALANCE SHEET
JANUARY 31, 2023

STORM DRAIN FUND

ASSETS

55-11100	CASH FROM COMBINED FUND	1,105,715.58	
55-12000	STORM DRAIN ACCTS RECEIVABLE	17,431.80	
55-15001	STORM DRAIN SYSTEM	2,588,529.44	
55-15011	LAND	147,800.00	
55-15013	EQUIPMENT	84,755.50	
55-15100	ACCUMULATED DEP'RE - STORM	(964,112.35)	
	TOTAL ASSETS		2,980,119.97

LIABILITIES AND EQUITY

LIABILITIES

55-24100	IMPACT FEE COMMITTED TO REPAY	58,720.84	
	TOTAL LIABILITIES		58,720.84

FUND EQUITY

55-27410	RESERVE - IMPACT FEE	291,580.31	
	UNAPPROPRIATED FUND BALANCE:		
55-29800	FUND BALANCE - BEGINN OF YEAR	2,823,012.22	
	REVENUE OVER EXPENDITURES - YTD	(193,193.40)	
	BALANCE - CURRENT DATE	2,629,818.82	
	TOTAL FUND EQUITY		2,921,399.13
	TOTAL LIABILITIES AND EQUITY		2,980,119.97

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER REVENUE</u>					
55-36-610 INTEREST EARNING	4,073.50	18,959.83	4,000.00	(14,959.83)	474.0
TOTAL OTHER REVENUE	4,073.50	18,959.83	4,000.00	(14,959.83)	474.0
<u>UTILITY REVENUE</u>					
55-37-716 STORM DRAIN REVENUE	15,906.25	109,722.89	177,000.00	67,277.11	62.0
TOTAL UTILITY REVENUE	15,906.25	109,722.89	177,000.00	67,277.11	62.0
<u>CONTRIBUTIONS & TRANSFERS</u>					
55-38-897 EXCESS FROM RESERVES	.00	.00	60,400.00	60,400.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	60,400.00	60,400.00	.0
<u>IMPACT FEES</u>					
55-39-725 STORM DRAIN IMPACT FEES	.00	70,792.31	427,000.00	356,207.69	16.6
55-39-755 IMPACT FEE REIMBURSEMENT	.00	.00	(74,000.00)	(74,000.00)	.0
TOTAL IMPACT FEES	.00	70,792.31	353,000.00	282,207.69	20.1
TOTAL FUND REVENUE	19,979.75	199,475.03	594,400.00	394,924.97	33.6

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORM DRAIN UTILITY FUND</u>					
55-40-100 SALARIES	2,894.30	11,174.97	20,200.00	9,025.03	55.3
55-40-101 OVERTIME WAGES	1,357.02	3,450.41	600.00	(2,850.41)	575.1
55-40-103 MERIT	.00	.00	200.00	200.00	.0
55-40-130 BENEFITS	1,914.78	7,902.38	13,500.00	5,597.62	58.5
55-40-201 SAFETY SUPPLIES	.00	.00	200.00	200.00	.0
55-40-241 POSTAGE	25.61	449.24	1,100.00	650.76	40.8
55-40-250 SUPPLIES & MAINTENAN	70.62	1,533.49	3,000.00	1,466.51	51.1
55-40-251 FUEL	102.49	323.08	1,500.00	1,176.92	21.5
55-40-269 UTILITY - PUB WORKS BUILDING	29.59	198.61	800.00	601.39	24.8
55-40-271 GAS - (QUESTAR)	199.63	417.48	700.00	282.52	59.6
55-40-280 TELEPHONE	.00	12.96	.00	(12.96)	.0
55-40-320 ENGINEERING	.00	2,027.25	2,000.00	(27.25)	101.4
55-40-323 CONTRACT LABOR - MOWING	.00	7,878.94	9,300.00	1,421.06	84.7
55-40-330 LEGAL	.00	.00	200.00	200.00	.0
55-40-340 ACCOUNTING & AUDITING	327.88	709.35	1,500.00	790.65	47.3
55-40-347 CREDIT CARD SERVICE FEE	145.49	956.34	1,300.00	343.66	73.6
55-40-370 STORM DRAIN PROFESSIONAL	.00	997.86	.00	(997.86)	.0
55-40-410 INSURANCE	.00	608.46	800.00	191.54	76.1
55-40-462 WATER SHARES	.00	.00	200.00	200.00	.0
55-40-480 BAD DEBTS EXPENSE	.00	111.38	.00	(111.38)	.0
55-40-500 EQUIPMENT LESS THAN \$5000	.00	.00	1,000.00	1,000.00	.0
55-40-560 STORM DRAIN DEPRECIATION	.00	.00	75,000.00	75,000.00	.0
55-40-701 CAPITAL ENGINEERING	.00	813.00	2,000.00	1,187.00	40.7
55-40-705 REAL PROPERTY ACQUISITION	.00	352,653.23	353,000.00	346.77	99.9
55-40-706 EQUIPMENT GREATER THAN \$5000	.00	.00	5,100.00	5,100.00	.0
55-40-715 ACQUISITION OF WATER SHARES	.00	450.00	50,000.00	49,550.00	.9
55-40-750 STORM DRAIN CONSTRUCTION	.00	.00	50,000.00	50,000.00	.0
TOTAL STORM DRAIN UTILITY FUND	7,067.41	392,668.43	593,200.00	200,531.57	66.2
<u>ADMIN SERVICE CHARGES</u>					
55-90-905 ADMIN SERVICES CHARGE	.00	.00	1,200.00	1,200.00	.0
TOTAL ADMIN SERVICE CHARGES	.00	.00	1,200.00	1,200.00	.0
TOTAL FUND EXPENDITURES	7,067.41	392,668.43	594,400.00	201,731.57	66.1
NET REVENUE OVER EXPENDITURES	12,912.34	(193,193.40)	.00	193,193.40	.0

CITY OF TREMONTON
BALANCE SHEET
JANUARY 31, 2023

RDA DIST #2 FUND - DOWNTOWN

ASSETS

71-11100	CASH FROM COMBINED FUND	1,173,369.02	
71-13181	PROPERTY TAX RECEIVABLE	150,000.00	
	TOTAL ASSETS		<u>1,323,369.02</u>

LIABILITIES AND EQUITY

LIABILITIES

71-21151	DEFERRED REVENUE - GASB 34	150,000.00	
	TOTAL LIABILITIES		150,000.00

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
71-29800	FUND BALANCE - BEGINN OF YEAR	1,169,312.54	
	REVENUE OVER EXPENDITURES - YTD	4,056.48	
	BALANCE - CURRENT DATE	1,173,369.02	
	TOTAL FUND EQUITY		<u>1,173,369.02</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,323,369.02</u>

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RDA DIST #2 FUND - DOWNTOWN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	
<u>TAXES</u>						
71-31-111	PROPERTY TAX REDEVELOPMENT	.00	.00	300,000.00	300,000.00	.0
	TOTAL TAXES	.00	.00	300,000.00	300,000.00	.0
<u>OTHER INCOME</u>						
71-36-603	GRANTS	.00	.00	405,720.00	405,720.00	.0
71-36-610	INTEREST INCOME	4,322.74	18,926.98	.00	(18,926.98)	.0
	TOTAL OTHER INCOME	4,322.74	18,926.98	405,720.00	386,793.02	4.7
<u>CONTRIBUTIONS & TRANSFERS</u>						
71-38-897	EXCESS FROM RESERVES	.00	.00	288,800.00	288,800.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	288,800.00	288,800.00	.0
	TOTAL FUND REVENUE	4,322.74	18,926.98	994,520.00	975,593.02	1.9

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RDA DIST #2 FUND - DOWNTOWN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REDEVELOPMENT #2</u>					
71-81-102 CONTRACT EMPLOYEE	4,166.00	10,415.00	25,000.00	14,585.00	41.7
71-81-620 FACADE GRANT	.00	.00	25,000.00	25,000.00	.0
71-81-622 PUBLIC REALM ENHANCEMENTS	.00	.00	25,000.00	25,000.00	.0
71-81-623 WAY FINDING SIGNAGE	1,498.00	3,538.00	40,000.00	36,462.00	8.9
71-81-625 TRE CENTER - PRI IMPROVE REIMB	.00	.00	300,000.00	300,000.00	.0
71-81-721 MIDLAND SQUARE IMPROVEMENTS	.00	917.50	579,520.00	578,602.50	.2
TOTAL REDEVELOPMENT #2	5,664.00	14,870.50	994,520.00	979,649.50	1.5
TOTAL FUND EXPENDITURES	5,664.00	14,870.50	994,520.00	979,649.50	1.5
NET REVENUE OVER EXPENDITURES	(1,341.26)	4,056.48	.00	(4,056.48)	.0

CITY OF TREMONTON
 BALANCE SHEET
 JANUARY 31, 2023

RDA DIST #3 - WEST LIBERTY

ASSETS

73-11100	CASH FROM COMBINED FUND		2,104,023.04
	TOTAL ASSETS		<u>2,104,023.04</u>

LIABILITIES AND EQUITY

FUND EQUITY

73-27100	RESTRICTED LOW INCOME HOUSING		745,984.34
	UNAPPROPRIATED FUND BALANCE:		
73-29800	FUND BALANCE - BEGINN OF YEAR	1,342,757.21	
	REVENUE OVER EXPENDITURES - YTD	<u>15,281.49</u>	
	BALANCE - CURRENT DATE		<u>1,358,038.70</u>
	TOTAL FUND EQUITY		<u>2,104,023.04</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,104,023.04</u>

CITY OF TREMONTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RDA DIST #3 - WEST LIBERTY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 35</u>					
73-35-205 TARGET INCOME HOUSING RECAPTUR	.00	339.15	.00	(339.15)	.0
TOTAL SOURCE 35	.00	339.15	.00	(339.15)	.0
<u>OTHER INCOME</u>					
73-36-610 INTEREST EARNING	7,751.30	35,131.26	.00	(35,131.26)	.0
73-36-890 FUND BALANCE TO BE APPROPRIATE	.00	.00	360,000.00	360,000.00	.0
TOTAL OTHER INCOME	7,751.30	35,131.26	360,000.00	324,868.74	9.8
TOTAL FUND REVENUE	7,751.30	35,470.41	360,000.00	324,529.59	9.9

CITY OF TREMONTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2023

RDA DIST #3 - WEST LIBERTY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RDA #3 - W. LIB FOODS/MILLARD</u>					
73-83-220 LEGAL NOTICES	.00	338.92	.00	(338.92)	.0
TOTAL RDA #3 - W. LIB FOODS/MILLARD	.00	338.92	.00	(338.92)	.0
<u>W.LIB FOODS/HOUSING PLAN IMPRO</u>					
73-84-370 OTHER PROFESSIONAL & TECHNICAL	4,887.50	19,850.00	35,000.00	15,150.00	56.7
73-84-500 CITY'S SHARE OF NEIGHB IMPROVE	.00	.00	100,000.00	100,000.00	.0
73-84-710 CAPITAL OUTLAY	.00	.00	225,000.00	225,000.00	.0
TOTAL W.LIB FOODS/HOUSING PLAN IMPRO	4,887.50	19,850.00	360,000.00	340,150.00	5.5
TOTAL FUND EXPENDITURES	4,887.50	20,188.92	360,000.00	339,811.08	5.6
NET REVENUE OVER EXPENDITURES	2,863.80	15,281.49	.00	(15,281.49)	.0

CITY OF TREMONTON
BALANCE SHEET
JANUARY 31, 2023

GENERAL FIXED ASSETS

<u>ASSETS</u>			
80-16100	LAND	1,922,652.21	
80-16200	BUILDINGS	2,105,538.17	
80-16300	IMPROVEMENTS TO BUILDINGS	3,447,464.73	
80-16500	VEHICLES	3,061,118.26	
80-16700	MACHINERY & EQUIPMENT	2,568,549.58	
80-16702	INFRASTRUCTURE	15,020,705.70	
80-16703	CONSTRUCTION IN PROGRESS	168,044.58	
80-18000	ACCUMULATED DEPRECIATION	(13,664,279.92)	
	TOTAL ASSETS		<u><u>14,629,793.31</u></u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
80-27705	INVESTMENT IN GEN FIXED ASSETS	6,122,255.33	
UNAPPROPRIATED FUND BALANCE:			
80-29800	FUND BALANCE - BEGINN OF YEAR	<u>8,507,537.98</u>	
	BALANCE - CURRENT DATE	<u>8,507,537.98</u>	
	TOTAL FUND EQUITY		<u><u>14,629,793.31</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>14,629,793.31</u></u>

CITY OF TREMONTON
BALANCE SHEET
JANUARY 31, 2023

LONG TERM DEBTS

ASSETS

90-18100	NET PENSION ASSET	763,098.00	
90-19100	DEFERRED OUTFLOWS - PENSION	335,279.00	
	TOTAL ASSETS		<u>1,098,377.00</u>

LIABILITIES AND EQUITY

LIABILITIES

90-20000	OBLIGATION FOR PAID LEAVE	208,000.00	
90-25030	95 FIRE TRUCK LEASE	120,740.88	
	TOTAL LIABILITIES		328,740.88

FUND EQUITY

90-27100	DEFERRED INFLOWS - PENSION	1,326,684.00	
	UNAPPROPRIATED FUND BALANCE:		
90-29800	FUND BALANCE - BEGINN OF YEAR	(557,047.88)	
	BALANCE - CURRENT DATE	(557,047.88)	
	TOTAL FUND EQUITY		<u>769,636.12</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,098,377.00</u>

Report Criteria:
 Report type: Summary

Ch Issue Date	Check #	Vendor#	Payee	Amount	Description	Items
01/05/2023	1222	10108	ZIONS BANKCARD CENTER	50,572.64	M OPTICS PLANET: REFUND OF TAX	12
01/05/2023	10522	12295	DE LAGE LANDEN	185.77	M COPIER PAYMENT 12/15/22 - 01/14/23	1
01/13/2023	11223	15183	FUELMAN	3,294.62	M STREET	8
01/05/2023	139861	14151	ADVANTAGE DENTAL SERVICES LLC	443.75	NOVEMBER & DECEMBER 2022 TANK MAINT	1
01/05/2023	139862	14881	AMAZON CAPITAL SERVICES	1,436.08	1 AF Book Staff Program	12
01/05/2023	139863	13603	AUTOZONE PARTS, INC	87.37	CLAMP PLIERS, SOCKETS	1
01/05/2023	139864	15172	BOX ELDER COUNTY ATTORNEY'S OFFICE	2,000.00	CELLBRITE SOFTWARE	1
01/05/2023	139865	10893	BRAG AREA CLERKS & RECORDERS ASSO	55.00	MEMBERSHIP DUES 2023: LINSEY & CYNTHIA	1
01/05/2023	139866	122	CRUMP REESE MOTOR COMPANY	82.54	LOF FOR T54	1
01/05/2023	139867	11690	EAGLE ENGRAVING, INC.	110.95	DEPT. COMMENDATION PLAQUE	1
01/05/2023	139868	279	ECONO WASTE, INC.	560.00	4 TRIP CHARGES	1
01/05/2023	139869	280	ENVIRONMENTAL SERVICES	3,057.10	ONSITE - NOVEMBER & DECEMBER 2022, ANN	1
01/05/2023	139870	10926	EVANS, GROVER & BEINS P.C.	1,050.00	PUBLIC DEFENDER - DECEMBER 2022	1
01/05/2023	139871	5056	FEDEX	48.75	FOG 12-29-22	3
01/05/2023	139872	13624	FIDELITY SECURITY LIFE INSURANCE/EYEM	382.31	VISION - JANUARY 2023	1
01/05/2023	139873	1100	FRONTIER	91.83	435-257-3131 POLICE	1
01/05/2023	139874	8324	GOLDEN SPIKE AUTOMATION INC	10,146.09	SA4 & 5 SECONDARY ELECTRICAL & SCADA	1
01/05/2023	139875	114	GREER'S HARDWARE	890.11	4 KEYS	11
01/05/2023	139876	753	HACH COMPANY	431.68	DPD FREE REFILL	1
01/05/2023	139877	13302	HONEY BUCKET	119.90	TOILET FOR COMPOST - 1/3/23 TO 1/30/23	1
01/05/2023	139878	15173	HONOS	584.00	TEAM WENDY HELMET - NATALIE SWAT	1
01/05/2023	139879	221	INTERMOUNTAIN FARMERS ASSN.	285.53	BIBS, HAT	2
01/05/2023	139880	14103	JACK'S TIRE & OIL	3,250.38	NEW TIRES FOR 10 WHEEL DUMP	1
01/05/2023	139881	242	KENT'S MARKET	49.23	DOG FOOD	2
01/05/2023	139882	12787	KIXX FITNESS, LLC.	410.70	GYM MEMBERSHIP - JANUARY 2023	2
01/05/2023	139883	12247	LEGAL SHIELD	198.55	MONTHLY CONTRIBUTION - JANUARY 2023 LE	1
01/05/2023	139884	12423	LES OLSON COMPANY	112.50	DOCUWARE WORK	1
01/05/2023	139885	13118	LIFE-ASSIST, INC.	1,128.41	MEDICAL SUPPLIES	1
01/05/2023	139886	15174	MERKLEY, MEGAN	65.00	WELLNESS CLASS	1
01/05/2023	139887	5040	MICROMARKETING, LLC	372.53	3 JF BOOKS	7
01/05/2023	139888	15137	MOHRMAN, SARA	3,281.33	GIFT CARDS FOR STUDENT CITIZENSHIP AWA	5
01/05/2023	139889	14988	MOPA, LLC.	150.00	PROGRAMMING STATION TONE - ALL CALL TO	1
01/05/2023	139890	11312	MOUNTAIN STATES CONTRACTING	650.00	DECEMBER 2022 TRACK INSPECTION	1
01/05/2023	139891	11423	NATIONAL BENEFIT SERVICES, LLC	909.16	FLEX SPENDING DEDUCTS 12/23/22	1
01/05/2023	139892	9492	PURCHASE POWER	1,000.00	GARBAGE	12
01/05/2023	139893	15176	REDFORD, JORDAN	100.00	20 LEATHER/WOOD ORNAMENTS	1
01/05/2023	139894	15017	REDKOR BRANDS	11,593.20	TREMONTON CITY BRANDING ASSIGNMENT -	1
01/05/2023	139895	15050	RON KELLER TIRE, INC.	399.00	TIRE FOR BACKHOE	1
01/05/2023	139896	296	RUPP TRUCKING ENTERPRISES, INC	675,697.10	SA5 REQUEST #11	2
01/05/2023	139897	1157	SALT LAKE WHOLESALE SPORTS	3,509.00	9 MM YELLOW TOXFREE	3
01/05/2023	139898	12977	SELECTHEALTH	48,904.20	HSA ADMIN FEES - JANUARY 2023	2
01/05/2023	139899	14927	STANDARD INSURANCE COMPANY	2,592.12	LTD - JANUARY 2023	2
01/05/2023	139900	12918	TANNER, JESSICA	1,236.00	CONTRACT MINUTE TAKER - DECEMBER 2022	3
01/05/2023	139901	15175	TIMECLOCK PLUS, LLC	3,840.00	ALADTEC PROFESSIONAL SUBSCRIPTION - A	1
01/05/2023	139902	8334	TREMONTON ACE HARDWARE	43.63	12.5 GALLONS PROPANE	1
01/05/2023	139903	317	UTAH LOCAL GOVERNMENTS TRUST	3,108.67	WORKERS COMP - JANUARY 2023	12
01/05/2023	139904	323	UTAH STATE TAX COMMISSION	11,965.65	SWT - DECEMBER 2022	1
01/05/2023	139905	971	UTAH STATE TREASURER	3,249.78	\$8 SC - DECEMBER 2022	4
01/05/2023	139906	11510	WAXIE SANITARY SUPPLY	512.88	4 CASES - ROLL TOWELS	5
01/05/2023	139907	248	WILLIE AUTO PARTS & SUPPLY INC	239.67	SQUEEGEE	4
01/05/2023	139908	12187	ZIONS BANK	32,959.44	ATTN: CARL MATHIS UTOPIA	1
01/10/2023	139909	8842	ADAMS AVENUE PARKWAY	55.00	ADAMS TOLL ROAD ACCOUNT	1
01/12/2023	139910	11640	ANDERSON, DUSTIN	29.27	REFUND ON DEPOSIT ACCT 78461	1
01/12/2023	139911	387	ASSOCIATION OF PUBLIC TREASURERS US	159.00	NATIONAL MEMBERSHIP DUES	1

Ch Issue Date	Check #	Vendor#	Payee	Amount	Description	Items
01/12/2023	139912	56	BEAR RIVER WATER CONSERV. DIST.	15,738.90	4TH QUARTER BILLING	1
01/12/2023	139913	15181	BITNEY, CARLY JO	20.00	JR JAZZ REFUND	1
01/12/2023	139914	12674	BLOMQUIST HALE CONSULTING GRP.	544.50	EMPLOYEE ASSISTANCE	12
01/12/2023	139915	165	BOUND TREE MEDICAL, LLC	54.00	MEDICAL SUPPLIES	1
01/17/2023	139916	8796	BOX ELDER MAYOR'S ASSOCIATION	.00	V MEMBERSHIP DUES FOR COUNCIL OF GOVER	1
01/12/2023	139917	362	CACHE VALLEY PUBLISHING, LLC	129.11	PUBLIC NOTICE - CDBG GRANT	2
01/12/2023	139918	15182	CALL, JENNY	15.00	ALL BALL REFUND	1
01/12/2023	139919	12798	CARTER, DEBBY	21.92	UTAH CONNECT PLANNING MEETING 1/9/23 B	1
01/12/2023	139920	12089	CENTURYLINK	141.83	FOREIGN EXCHANGE LINE 435-723-1097	1
01/12/2023	139921	7	COVER UP	343.35	PICKLEBALL SHIRTS	1
01/12/2023	139922	122	CRUMP REESE MOTOR COMPANY	76.59	LOF FOR T57	1
01/12/2023	139923	12804	DAINES & JENKINS, LLP	2,381.25	CIVIL LEGAL WORK - DECEMBER 2022	3
01/12/2023	139924	14466	DIV. OF WASTE MANAGEMENT & RADIATION	125.00	4TH QUARTER SOLID WASTE COMPOST FEE	1
01/12/2023	139925	279	ECONO WASTE, INC.	32,032.80	CEMETERY	8
01/12/2023	139926	14687	FUEL NETWORK	7,564.51	STREET	11
01/13/2023	139927	15183	FUELMAN	.00	V POLICE	4
01/12/2023	139928	15178	GLORIA DEANA MILLWARD & ASHILEY SMIT	16.20	REFUND ON DEPOSIT ACCT #27217	1
01/12/2023	139929	114	GREER'S HARDWARE	500.00	CHAIN SAW & POLE SAW	1
01/12/2023	139930	9705	H & H DOORS, LLC	245.00	SHOP DOOR OPENERS	1
01/12/2023	139931	12832	HERITAGE MOTOR COMPANY	546.90	REPAIRS	1
01/12/2023	139932	10200	HORSPOOL, GREGORY L.	180.00	UACOA CONFERENCE IN ST. GEORGE 1/17/23	1
01/12/2023	139933	221	INTERMOUNTAIN FARMERS ASSN.	39.98	CHRISTMAS GIFTS	1
01/12/2023	139934	906	JENSEN, SHAWN LEE	46.66	REIMBURSE FOR EMS PANTS - CLOTHING ALL	1
01/12/2023	139935	1104	JONES SIMKINS, P.C.	12,773.77	AUDIT - STORM	8
01/12/2023	139936	242	KENT'S MARKET	178.47	LIFE SAVERS, ZIPPER BAGS FOR WACKY WED	5
01/12/2023	139937	14776	LABOR COMMISSION	85.00	ELEVATOR INSPECTION	1
01/12/2023	139938	14658	LANDMARK DESIGN	6,385.50	AFFORDABLE HOUSING PLAN	2
01/12/2023	139939	13118	LIFE-ASSIST, INC.	478.35	MEDICAL SUPPLIES - RED VACUUM MATTRES	2
01/12/2023	139940	15179	MCFARLAND, ALEX	34.37	REFUND ON DEPOSIT ACCT #76990	1
01/12/2023	139941	14940	MIDWEST TAPE, LLC	312.55	DIGITAL PAYMENT	1
01/12/2023	139942	11284	MJG	400.00	MAINTENANCE - DECEMBER 2022	1
01/12/2023	139943	13435	MK SOLUTIONS, INC.	3,124.08	LIBSOFT PLUS SOFTWARE - SELF-CHECK CO	2
01/12/2023	139944	11423	NATIONAL BENEFIT SERVICES, LLC	909.16	FLEX SPENDING DEDUCTS 1/6/23	1
01/12/2023	139945	10913	OLIVER PACKAGING & EQUIPMENT	2,458.00	SEALER SUPPLIES	1
01/12/2023	139946	321	ROCKY MOUNTAIN POWER	28,880.02	PUBLIC WORKS BUILDING	11
01/12/2023	139947	14669	SECURLYFT	1,238.00	MONTHLY SUBSCRIPTION	1
01/12/2023	139948	13279	STUDIO R MEDIA	152.69	TOYS 4 KIDS MEDALS	1
01/12/2023	139949	14762	TMOBILE USA	1,200.00	ECF HOTSPOTS FOR 10/1/22 TO 9/30/23	1
01/12/2023	139950	702	UTOPIA	821.00	Home Delivered Meals	12
01/12/2023	139951	15180	WILSON, BRENDA	39.05	REFUND ON DEPOSIT ACCT #58523	1
01/12/2023	139952	876	WORKFORCE QA	100.00	RANDOM DRUG TESTS: CHRIST MORTENSEN	1
01/13/2023	139953	12828	KEARL, JOSHUA	130.00	POST INSTRUCTOR DEVELOPMENT 1/18/23 TO	1
01/19/2023	139980	1071	A-1 UNIFORMS	77.88	UNIFORM SHIRT	1
01/19/2023	139981	15185	ALPHAGRAPHICS	394.02	BRAND PLAYBOOKS	1
01/19/2023	139982	14881	AMAZON CAPITAL SERVICES	2,261.55	1 AF Book	12
01/19/2023	139983	14547	AMERICAN REFRIGERATION LLC	165.00	CONV. BLOWER MOTOR	2
01/19/2023	139984	12911	ANALYTIK JENA US LLC	237.44	UV METER CALIBRATION	2
01/19/2023	139985	1067	AQUA ENGINEERING, INC.	11,063.75	IFFP STUDY	2
01/19/2023	139986	9838	ARCHIBALD PETROLEUM PRODUCTS	7,618.23	FUEL, OIL	4
01/19/2023	139987	8796	BOX ELDER MAYOR'S ASSOCIATION	100.00	MEMBERSHIP DUES FOR COUNCIL OF GOVER	1
01/19/2023	139988	9603	CACHE VALLEY FIRE PROTECTION	841.50	FIRE SUPPRESSION SYSTEM	8
01/19/2023	139989	14625	COLLABORATIVE SUMMER LIBRARY PROG	969.80	BAGS & MUGS	4
01/19/2023	139990	122	CRUMP REESE MOTOR COMPANY	653.65	LOF & BATTERY FOR T60	4
01/19/2023	139991	125	DARRELL'S OK TIRE STORES, INC.	389.45	TIRE - STREETS	1
01/19/2023	139992	262	DOMINION ENERGY	11,825.85	3111300000	7
01/19/2023	139993	8324	GOLDEN SPIKE AUTOMATION INC	6,358.81	COMPUTER WITH EXTENDED WARRANTIES -	6
01/19/2023	139994	114	GREER'S HARDWARE	791.88	12 ASSORTED SIZE CLAMPS	15

Ch Issue Date	Check #	Vendor#	Payee	Amount	Description	Items
01/19/2023	139995	675	HANSEN & ASSOCIATES, INC.	312.50	SURVEY WORK FOR CENTRAL TRAIL	1
01/19/2023	139996	12497	HEALTH EQUITY	11.80	ADMIN FEES - JANUARY 2023	1
01/19/2023	139997	12882	HY-KO SUPPLY	183.29	CLEANING SUPPLIES	1
01/19/2023	139998	108	IDEXX DISTRIBUTION, INC	228.20	200 PACK WATER SAMPLE BOTTLES	1
01/19/2023	139999	242	KENT'S MARKET	3,228.96	GARBAGE BAG LINERS	3
01/19/2023	140000	904	L.N. CURTIS AND SONS	232.15	LARGE RIGHT GHOST EARMOLD - S. GAILEY	2
01/19/2023	140001	5789	MHL SYSTEMS	4,878.00	2 SETS OF SLOWPLOW BLADES	1
01/19/2023	140002	10913	OLIVER PACKAGING & EQUIPMENT	3,568.04	TRAYS FOR HOME DELIVERED	3
01/19/2023	140003	15186	PARKER, STEPHANIE	31.26	FAIRY TEA - WALMART	1
01/19/2023	140004	13745	PRODUCTIVITY PLUS ACCOUNT	22.92	NUTS, BOLTS, WASHERS	1
01/19/2023	140005	15184	RICHARD & TONYA BUDD	50.00	REFUND CREDIT ON TCA 432 AMBULANCE PAI	1
01/19/2023	140006	15170	RICHARDS, CREW	288.00	RESTITUTION #221000096 BRAXTON TEICHER	1
01/19/2023	140007	15050	RON KELLER TIRE, INC.	982.64	TIRES, VALVE STEMS, DISPOSAL FEE	1
01/19/2023	140008	296	RUPP TRUCKING ENTERPRISES, INC	38,328.60	WATER LINE INSTALLATION 100 E ROCKET RO	2
01/19/2023	140009	5328	SAM'S CLUB/SYNCHRONY BANK	59.09	CUPS & LIDS	2
01/19/2023	140010	15177	STAKER PARSON COMPANIES	4,593.70	33.99 TONS ICE SLICER	2
01/19/2023	140011	968	STATE OF UTAH	140.31	2ND QUARTER	1
01/19/2023	140012	13279	STUDIO R MEDIA	6.00	NAME PLATE: HAILEE LEWIS	1
01/19/2023	140013	887	THATCHER COMPANY	4,339.00	DEPOSIT RETURN	1
01/19/2023	140014	9991	TWIN CITY DISTRIBUTING	819.00	MILK	6
01/19/2023	140015	702	UTOPIA	1,642.00	Congregate Meals	11
01/19/2023	140016	248	WILLIE AUTO PARTS & SUPPLY INC	44.82	DEGREASER, SWITCH, TERMINALS	2
01/19/2023	140017	14604	ZOOBEAN INC.	795.00	BEANSTACK & RENEWAL	1
01/24/2023	140018	15187	NOBLE, LEWIS	1,365.40	FIRE CHIEF INTERVIEW	1
01/27/2023	140019	1067	AQUA ENGINEERING, INC.	5,207.50	WWTP - IFFP	2
01/27/2023	140020	13603	AUTOZONE PARTS, INC	39.98	WIPER BLADES FOR T65	1
01/27/2023	140021	48	BEAR RIVER CANAL COMPANY	1,750.00	WATER SHARE TRANSFERS	1
01/27/2023	140022	12674	BLOMQUIST HALE CONSULTING GRP.	544.50	EMPLOYEE ASSISTANCE	12
01/27/2023	140023	122	CRUMP REESE MOTOR COMPANY	65.00	WORK ON TRUCK	1
01/27/2023	140024	5232	EMI HEALTH	4,462.30	DENTAL - FEBRUARY 2023	1
01/27/2023	140025	5056	FEDEX	64.13	FOG 1-19-23	3
01/27/2023	140026	13624	FIDELITY SECURITY LIFE INSURANCE/EYEM	404.20	VISION - FEBRUARY 2023	1
01/27/2023	140027	1100	FRONTIER	92.28	435-257-3131 POLICE	1
01/27/2023	140028	114	GREER'S HARDWARE	1,430.17	STEP STOOL, PARTS	18
01/27/2023	140029	10666	HARTFIEL, TRISTON	13.95	REFUND ON DEPOSIT #69080	1
01/27/2023	140030	204	HOLLAND EQUIPMENT CO.	1,074.16	2 BOX SCRAPER BLADES	1
01/27/2023	140031	9626	IIMC	125.00	ANNUAL MEMBERSHIP - CYNTHIA NELSON	1
01/27/2023	140032	221	INTERMOUNTAIN FARMERS ASSN.	143.86	RUBBER BOOTS, GLOVES	2
01/27/2023	140033	15188	JOHNSON, KARA	15.00	PICKLEBALL REFUND	1
01/27/2023	140034	386	JONES & ASSOCIATES	16,727.25	HARVEST VILLAGE TOWNHOMES	10
01/27/2023	140035	242	KENT'S MARKET	161.86	CANDY BARS FOR ADULT PROGRAMS	7
01/27/2023	140036	12423	LES OLSON COMPANY	262.50	LABOR - SETTING UP DOCUWARE	1
01/27/2023	140037	13118	LIFE-ASSIST, INC.	1,082.67	MEDICAL SUPPLIES	3
01/27/2023	140038	14871	MEYER, DUSTIN	15.00	PICKLEBALL REFUND	1
01/27/2023	140039	15137	MOHRMAN, SARA	3,141.33	SOCIAL MEDIA MANAGEMENT	4
01/27/2023	140040	11423	NATIONAL BENEFIT SERVICES, LLC	1,046.18	FLEX SPENDING DEDUCTS 1/20/23	1
01/27/2023	140041	11309	NESSEN, LINSEY	35.89	BRAG MEETING - NIBLEY	1
01/27/2023	140042	15186	PARKER, STEPHANIE	96.59	WALMART - FAIRY TEA	1
01/27/2023	140043	9492	PURCHASE POWER	1,000.00	GARBAGE	12
01/27/2023	140044	15189	RIEFFER, CHRIS	751.74	REIMBURSEMENT FOR FIRE CHIEF INTERVIE	1
01/27/2023	140045	12977	SELECTHEALTH	55,052.20	HSA ADMIN FEES - FEBRUARY 2023	2
01/27/2023	140046	15190	STACCATO 2011, LLC.	3,356.18	9MM PISTOL	1
01/27/2023	140047	14927	STANDARD INSURANCE COMPANY	3,021.52	LTD - FEBRUARY 2023	2
01/27/2023	140048	13317	STERICYCLE, INC.	67.81	#1000232601 - SHREDDER SERVICE 1/4/23	1
01/27/2023	140049	13279	STUDIO R MEDIA	37.00	DADDY DAUGHTER TICKETS	1
01/27/2023	140050	12739	THE GRILLE RESTAURANT	648.00	GIFT CARDS - COACHES	5
01/27/2023	140051	8334	TREMONTON ACE HARDWARE	35.74	KEYS	2

Ch Issue Date	Check #	Vendor#	Payee	Amount	Description	Items
01/27/2023	140052	13410	UTAH DEPARTMENT OF HEALTH	9,248.72	MEDICAID AMBULANCE ASSESSMENT - QUAR	1
01/27/2023	140053	317	UTAH LOCAL GOVERNMENTS TRUST	2,807.82	WORKERS COMP - FEBRUARY 2023	12
01/27/2023	140054	323	UTAH STATE TAX COMMISSION	12,729.84	SWT - JANUARY 2023	1
01/27/2023	140055	15191	VIKING-CIVES MIDWEST, INC.	2,317.49	PARTS TO REPAIR SANDER	1
01/27/2023	140056	738	WEIDNER FIRE	3,244.62	BUNKER GEAR (2 SETS)	1
01/27/2023	140057	248	WILLIE AUTO PARTS & SUPPLY INC	152.70	REVERSE LIGHTS	3
Grand Totals:				<u>1,250,523.10</u>		

Dated: _____

Mayor: _____

City Council: _____

Treasurer: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Report Criteria:
 Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
7	COVER UP	14426	PICKLEBALL SHIRTS	1	11/29/2022	343.35	.00	343.35	139921	01/12/2023
Total 7:						343.35	.00	343.35		
48	BEAR RIVER CANAL CO	7800	WATER SHARE TRANSFE	1	01/22/2023	1,750.00	.00	1,750.00	140021	01/27/2023
Total 48:						1,750.00	.00	1,750.00		
56	BEAR RIVER WATER CO	23592	4TH QUARTER BILLING	1	12/31/2022	15,738.90	.00	15,738.90	139912	01/12/2023
Total 56:						15,738.90	.00	15,738.90		
108	IDEXX DISTRIBUTION, IN	3121227405	200 PACK WATER SAMPL	1	01/12/2023	228.20	.00	228.20	139998	01/19/2023
Total 108:						228.20	.00	228.20		
114	GREER'S HARDWARE	A316613	FLOOR SQUEEGEE	1	12/29/2022	27.54	.00	27.54	139875	01/05/2023
		A316798	CHAIN, HOOK, QUICKLIN	1	01/05/2023	58.31	.00	58.31	139994	01/19/2023
		B719731	FLASHLIGHTS	1	12/20/2022	322.89	.00	322.89	139875	01/05/2023
		B719965	HYDRANT CABLE CLAMP	1	12/21/2022	104.39	.00	104.39	139875	01/05/2023
		B720046	BLADES, NUT SETTER, N	1	12/22/2022	176.13	.00	176.13	139875	01/05/2023
		B720056	WHITE SPRAY PAINT, ST	1	12/22/2022	19.45	.00	19.45	139875	01/05/2023
		B720059	EXTENSION CORD, HEAT	1	12/22/2022	101.63	.00	101.63	139875	01/05/2023
		B720144	SPRAY PAINT	1	12/22/2022	8.07	.00	8.07	139875	01/05/2023
		B720247	CHAIN SAW & POLE SAW	1	12/23/2022	500.00	.00	500.00	139929	01/12/2023
		B720963	HAND LEVEL	1	12/28/2022	7.12	.00	7.12	139875	01/05/2023
		B721965	PAINT FOR SHOP	1	01/04/2023	341.90	.00	341.90	140028	01/27/2023
		B722041	LOCKS, LUBE	1	01/04/2023	92.10	.00	92.10	139994	01/19/2023
		B722102	NUTS & BOLTS	1	01/05/2023	15.65	.00	15.65	139994	01/19/2023
		B722130	8 GALLONS PAINT	1	01/05/2023	273.52	.00	273.52	140028	01/27/2023
		B722185	PAINT FOR SHOP	1	01/05/2023	34.19	.00	34.19	140028	01/27/2023
		B722602	PAINT MARKERS	1	01/09/2023	12.34	.00	12.34	140028	01/27/2023
		B722735	SPRAY PAINT & RAGS	1	01/10/2023	42.73	.00	42.73	139994	01/19/2023
		B722754	PAINT TAPE	1	01/10/2023	6.17	.00	6.17	139994	01/19/2023
		B722766	BROOM	1	01/10/2023	15.19	.00	15.19	139994	01/19/2023
		B722770	DRILL BIT, TAPE MEASUR	1	01/10/2023	37.98	.00	37.98	139994	01/19/2023
		B722824	HOSE CLAMPS	1	01/10/2023	139.63	.00	139.63	139994	01/19/2023
		B722848	WASHERS	1	01/10/2023	1.42	.00	1.42	139994	01/19/2023
		B722937	TAPE, TOTW, PVC PARTS	1	01/11/2023	32.54	.00	32.54	140028	01/27/2023
		B722998	CHRISTMAS STORAGE &	1	01/11/2023	30.66	.00	30.66	140028	01/27/2023
		B723000	BOLTS, RAZOR BLADE	1	01/11/2023	29.01	.00	29.01	139994	01/19/2023
		B723016	TAPE, CAP, NIPPLES	1	01/11/2023	20.09	.00	20.09	139994	01/19/2023
		B723080	GLOVES & BRASS FITTIN	1	01/12/2023	66.43	.00	66.43	139994	01/19/2023
		B723177	SWITCH	1	01/12/2023	12.34	.00	12.34	139994	01/19/2023
		B723259	SHOP TOWELS	1	01/13/2023	16.14	.00	16.14	140028	01/27/2023
		B723271	PAINT, RATCHET, TORCH,	1	01/13/2023	184.21	.00	184.21	139994	01/19/2023
		B723444	GROUND CORD CONNE	1	01/14/2023	9.02	.00	9.02	140028	01/27/2023
		B723447	20A YELLOW ARMORED	1	01/14/2023	12.34	.00	12.34	140028	01/27/2023
		B723783	TOOLS	1	01/17/2023	116.38	.00	116.38	140028	01/27/2023
		B723871	PARTS	1	01/17/2023	5.52	.00	5.52	140028	01/27/2023
		B723909	NUTS & BOLTS, DRILL BI	1	01/18/2023	96.54	.00	96.54	140028	01/27/2023
		B724012	TAPE MEASURER, MASKI	1	01/18/2023	56.15	.00	56.15	140028	01/27/2023
		B724074	NUTS & BOLTS	1	01/19/2023	25.98	.00	25.98	140028	01/27/2023
		B724241	1/2" RATCHET	1	01/20/2023	47.49	.00	47.49	140028	01/27/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		B724328	TOOL BOX, WRENCH	1	01/20/2023	212.74	.00	212.74	140028	01/27/2023
		B724672	WIRE STRIPPERS, BUTT	1	01/23/2023	26.58	.00	26.58	140028	01/27/2023
		B724706	STEP STOOL, PARTS	1	01/23/2023	80.14	.00	80.14	140028	01/27/2023
		C39359	CONDUIT 1/2"	1	12/21/2022	75.00	.00	75.00	139875	01/05/2023
		C39366	CONDUIT 3/4"	1	12/21/2022	40.33	.00	40.33	139875	01/05/2023
		C39404	4 KEYS	1	12/24/2022	7.56	.00	7.56	139875	01/05/2023
		C39643	12 ASSORTED SIZE CLA	1	01/10/2023	70.62	.00	70.62	139994	01/19/2023
Total 114:						3,612.16	.00	3,612.16		
122	CRUMP REESE MOTOR	6087603A	CREDIT	1	12/05/2022	46.34	.00	46.34	139990	01/19/2023
		6088196	CLOCK SPRING T49	1	12/13/2022	287.66	.00	287.66	139990	01/19/2023
		6088223	LOF & WIPERS FOR T55	1	12/14/2022	125.41	.00	125.41	139990	01/19/2023
		6088456	LOF FOR T57	1	12/23/2022	76.59	.00	76.59	139922	01/12/2023
		6088663	LOF FOR T54	1	01/03/2023	82.54	.00	82.54	139866	01/05/2023
		6088904	LOF & BATTERY FOR T60	1	01/13/2023	286.92	.00	286.92	139990	01/19/2023
		6089008	WORK ON TRUCK	1	01/18/2023	65.00	.00	65.00	140023	01/27/2023
Total 122:						877.78	.00	877.78		
125	DARRELL'S OK TIRE STO	59501	TIRE - STREETS	1	01/12/2023	389.45	.00	389.45	139991	01/19/2023
Total 125:						389.45	.00	389.45		
165	BOUND TREE MEDICAL,	84812160	MEDICAL SUPPLIES	1	01/03/2023	54.00	.00	54.00	139915	01/12/2023
Total 165:						54.00	.00	54.00		
204	HOLLAND EQUIPMENT C	22256	2 BOX SCRAPER BLADE	1	01/19/2023	1,074.16	.00	1,074.16	140030	01/27/2023
Total 204:						1,074.16	.00	1,074.16		
221	INTERMOUNTAIN FARME	1018276259	CHRISTMAS GIFTS	1	12/20/2022	39.98	.00	39.98	139933	01/12/2023
		1018286525	COVERALLS, BLADES	1	12/22/2022	177.56	.00	177.56	139879	01/05/2023
		1018291414	BIBS, HAT	1	12/22/2022	107.97	.00	107.97	139879	01/05/2023
		1018389323	SCOOP, BOOTS, GLOVES	1	01/17/2023	65.69	.00	65.69	140032	01/27/2023
		1018391169	RUBBER BOOTS, GLOVE	1	01/18/2023	78.17	.00	78.17	140032	01/27/2023
Total 221:						469.37	.00	469.37		
242	KENT'S MARKET	TC-010923	ZIPLOC SANDWICH BAG	1	01/09/2023	10.47	.00	10.47	139999	01/19/2023
		TC-011123	FRISKIES	1	01/11/2023	22.49	.00	22.49	140035	01/27/2023
		TC-011223	YCC TREATS	1	01/12/2023	7.18	.00	7.18	140035	01/27/2023
		TC-011523	SUPPLIES FOR ANIMAL S	1	01/15/2023	44.81	.00	44.81	140035	01/27/2023
		TC-011723	FOOD FOR FOOD PANTR	1	01/17/2023	3,205.00	.00	3,205.00	139999	01/19/2023
		TC-012423	DINNER FOR CITY COUN	1	01/24/2023	55.92	.00	55.92	140035	01/27/2023
		TC-012423A	WATER BOTTLES	1	01/24/2023	8.98	.00	8.98	140035	01/27/2023
		TC-111222	GARBAGE BAG LINERS	1	11/12/2022	13.49	.00	13.49	139999	01/19/2023
		TC-120322	FIREWOOD FOR HOLIDAY	1	12/03/2022	9.98	.00	9.98	140035	01/27/2023
		TC-120322A	CANDY BARS FOR ADUL	1	12/03/2022	12.50	.00	12.50	140035	01/27/2023
		TC-120922	SNACKS FOR TOYS 4 KI	1	12/09/2022	60.91	.00	60.91	139936	01/12/2023
		TC-121522A	JR JAZZ DRAFT FOOD	1	12/15/2022	9.62	.00	9.62	139936	01/12/2023
		TC-122022A	CHICKEN BREAST	1	12/20/2022	12.24	.00	12.24	139881	01/05/2023
		TC-122022B	CHRISTMAS GIFTS	1	12/20/2022	78.95	.00	78.95	139936	01/12/2023
		TC-122022C	WACKY WEDNESDAY TR	1	12/20/2022	15.01	.00	15.01	139936	01/12/2023
		TC-122322	DOG FOOD	1	12/23/2022	36.99	.00	36.99	139881	01/05/2023
		TC-122922	LIFE SAVERS, ZIPPER BA	1	12/29/2022	13.98	.00	13.98	139936	01/12/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 242:						3,618.52	.00	3,618.52		
248	WILLIE AUTO PARTS & S	6051-376843	ISO HEET, PENETRATING	1	12/21/2022	22.51	.00	22.51	140016	01/19/2023
		6051-376858	4 PLOW POLE GUIDES	1	12/21/2022	199.16	.00	199.16	139907	01/05/2023
		6051-376991	POWER STEERING FLUI	1	12/22/2022	5.43	.00	5.43	139907	01/05/2023
		6051-377041	FLOOR DRY	1	12/23/2022	15.09	.00	15.09	139907	01/05/2023
		6051-377379	SQUEEGEE	1	12/29/2022	19.99	.00	19.99	139907	01/05/2023
		6051-377382	DEGREASER, SWITCH, T	1	12/29/2022	22.31	.00	22.31	140016	01/19/2023
		6051-378734	WINDOW CRANK	1	01/19/2023	25.61	.00	25.61	140057	01/27/2023
		6051-378918	FUSES, WINDSHIELD WI	1	01/23/2023	94.05	.00	94.05	140057	01/27/2023
		6051-378973	REVERSE LIGHTS	1	01/23/2023	33.04	.00	33.04	140057	01/27/2023
Total 248:						437.19	.00	437.19		
262	DOMINION ENERGY	0123-101483	1014830902	1	01/09/2023	755.21	.00	755.21	139992	01/19/2023
		0123-288149	2881493812	1	01/09/2023	785.16	.00	785.16	139992	01/19/2023
		0123-311130	3111300000	1	01/09/2023	1,391.71	.00	1,391.71	139992	01/19/2023
		0123-311130	3111300000	2	01/09/2023	1,342.07	.00	1,342.07	139992	01/19/2023
		0123-311130	3111300000	3	01/09/2023	192.74	.00	192.74	139992	01/19/2023
		0123-311130	3111300000	4	01/09/2023	199.63	.00	199.63	139992	01/19/2023
		0123-311130	3111300000	5	01/09/2023	3,126.15	.00	3,126.15	139992	01/19/2023
		0123-412693	4126939939	1	01/09/2023	169.01	.00	169.01	139992	01/19/2023
		0123-414030	4140300000	1	01/09/2023	1,628.69	.00	1,628.69	139992	01/19/2023
		0123-414030	4140300000	2	01/09/2023	1,628.70	.00	1,628.70	139992	01/19/2023
		0123-802976	8029760000	1	01/09/2023	138.47	.00	138.47	139992	01/19/2023
		0123-802976	8029760000	2	01/09/2023	138.46	.00	138.46	139992	01/19/2023
		0123-808920	8089200000	1	01/09/2023	329.85	.00	329.85	139992	01/19/2023
Total 262:						11,825.85	.00	11,825.85		
279	ECONO WASTE, INC.	590387	4 TRIP CHARGES	1	01/01/2023	560.00	.00	560.00	139868	01/05/2023
		8420	2546 SINGLE - DECEMBE	1	01/11/2023	24,237.92	.00	24,237.92	139925	01/12/2023
		8420	702 2ND CANS	2	01/11/2023	2,106.00	.00	2,106.00	139925	01/12/2023
		8420	1132 RECYCLE CANS	3	01/11/2023	5,478.88	.00	5,478.88	139925	01/12/2023
		8420	CIVIC CENTER RECYCLE	4	01/11/2023	78.50	.00	78.50	139925	01/12/2023
		8420	SENIOR CENTER	5	01/11/2023	50.00	.00	50.00	139925	01/12/2023
		8420	FOOD PANTRY	6	01/11/2023	50.00	.00	50.00	139925	01/12/2023
		8420	PARKS	7	01/11/2023	17.25	.00	17.25	139925	01/12/2023
		8420	CEMETERY	8	01/11/2023	14.25	.00	14.25	139925	01/12/2023
Total 279:						32,592.80	.00	32,592.80		
280	ENVIRONMENTAL SERVI	12-27-2022	ONSITE - NOVEMBER &	1	12/27/2022	3,057.10	.00	3,057.10	139869	01/05/2023
Total 280:						3,057.10	.00	3,057.10		
296	RUPP TRUCKING ENTER	25199	SA5 REQUEST #10	1	11/11/2022	393,416.73	.00	393,416.73	139896	01/05/2023
		25200	CURB & GUTTER WORK	1	11/11/2022	23,328.60	.00	23,328.60	140008	01/19/2023
		25384	SA5 REQUEST #11	1	12/20/2022	281,849.21	.00	281,849.21	139896	01/05/2023
		25391	WATER LINE INSTALLATI	1	01/03/2023	15,000.00	.00	15,000.00	140008	01/19/2023
		3574	CONTAINER DUMP 11/18/	1	11/30/2022	431.16	.00	431.16	139896	01/05/2023
Total 296:						714,025.70	.00	714,025.70		
317	UTAH LOCAL GOVERN	8033	WORKERS COMP - JANU	1	12/27/2022	29.70	.00	29.70	139903	01/05/2023
		8033	WORKERS COMP - JANU	2	12/27/2022	54.48	.00	54.48	139903	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		8033	WORKERS COMP - JANU	3	12/27/2022	104.86	.00	104.86	139903	01/05/2023
		8033	WORKERS COMP - JANU	4	12/27/2022	30.58	.00	30.58	139903	01/05/2023
		8033	WORKERS COMP - JANU	5	12/27/2022	31.45	.00	31.45	139903	01/05/2023
		8033	WORKERS COMP - JANU	6	12/27/2022	3.61	.00	3.61	139903	01/05/2023
		8033	WORKERS COMP - JANU	7	12/27/2022	976.70	.00	976.70	139903	01/05/2023
		8033	WORKERS COMP - JANU	8	12/27/2022	66.14	.00	66.14	139903	01/05/2023
		8033	WORKERS COMP - JANU	9	12/27/2022	233.39	.00	233.39	139903	01/05/2023
		8033	WORKERS COMP - JANU	10	12/27/2022	43.85	.00	43.85	139903	01/05/2023
		8033	WORKERS COMP - JANU	11	12/27/2022	33.42	.00	33.42	139903	01/05/2023
		8033	WORKERS COMP - JANU	12	12/27/2022	75.28	.00	75.28	139903	01/05/2023
		8033	WORKERS COMP - JANU	13	12/27/2022	5.71	.00	5.71	139903	01/05/2023
		8033	WORKERS COMP - JANU	14	12/27/2022	1.62	.00	1.62	139903	01/05/2023
		8033	WORKERS COMP - JANU	15	12/27/2022	99.68	.00	99.68	139903	01/05/2023
		8033	WORKERS COMP - JANU	16	12/27/2022	1.05	.00	1.05	139903	01/05/2023
		8033	WORKERS COMP - JANU	17	12/27/2022	116.95	.00	116.95	139903	01/05/2023
		8033	WORKERS COMP - JANU	18	12/27/2022	22.52	.00	22.52	139903	01/05/2023
		8033	WORKERS COMP - JANU	19	12/27/2022	50.64	.00	50.64	139903	01/05/2023
		8033	WORKERS COMP - JANU	20	12/27/2022	.64	.00	.64	139903	01/05/2023
		8033	WORKERS COMP - JANU	21	12/27/2022	39.71	.00	39.71	139903	01/05/2023
		8033	WORKERS COMP - JANU	22	12/27/2022	6.73	.00	6.73	139903	01/05/2023
		8033	WORKERS COMP - JANU	23	12/27/2022	447.54	.00	447.54	139903	01/05/2023
		8033	WORKERS COMP - JANU	24	12/27/2022	326.68	.00	326.68	139903	01/05/2023
		8033	WORKERS COMP - JANU	25	12/27/2022	207.64	.00	207.64	139903	01/05/2023
		8033	WORKERS COMP - JANU	26	12/27/2022	47.61	.00	47.61	139903	01/05/2023
		8033	WORKERS COMP - JANU	27	12/27/2022	37.14	.00	37.14	139903	01/05/2023
		8033	WORKERS COMP - JANU	28	12/27/2022	13.35	.00	13.35	139903	01/05/2023
Total 317:						3,108.67	.00	3,108.67		
321	ROCKY MOUNTAIN POW	1222-529014	CEMETERY	1	12/29/2022	30.10	.00	30.10	139946	01/12/2023
		1222-529014	CIVIC CENTER	2	12/29/2022	564.13	.00	564.13	139946	01/12/2023
		1222-529014	FIRE	3	12/29/2022	282.06	.00	282.06	139946	01/12/2023
		1222-529014	POLICE DEPARTMENT	4	12/29/2022	282.06	.00	282.06	139946	01/12/2023
		1222-529014	FOOD PANTRY	5	12/29/2022	374.33	.00	374.33	139946	01/12/2023
		1222-529014	LIBRARY	6	12/29/2022	226.99	.00	226.99	139946	01/12/2023
		1222-529014	NON-DEPARTMENTAL	7	12/29/2022	94.68	.00	94.68	139946	01/12/2023
		1222-529014	PARKS	8	12/29/2022	384.87	.00	384.87	139946	01/12/2023
		1222-529014	PROFESSIONAL	9	12/29/2022	18.30	.00	18.30	139946	01/12/2023
		1222-529014	PUBLIC WORKS BUILDIN	10	12/29/2022	206.27	.00	206.27	139946	01/12/2023
		1222-529014	PUBLIC WORKS BUILDIN	11	12/29/2022	198.91	.00	198.91	139946	01/12/2023
		1222-529014	PUBLIC WORKS BUILDIN	12	12/29/2022	28.57	.00	28.57	139946	01/12/2023
		1222-529014	PUBLIC WORKS BUILDIN	13	12/29/2022	29.59	.00	29.59	139946	01/12/2023
		1222-529014	PUBLIC WORKS BUILDIN	14	12/29/2022	463.33	.00	463.33	139946	01/12/2023
		1222-529014	WWTP BLDG	15	12/29/2022	2,755.06	.00	2,755.06	139946	01/12/2023
		1222-529014	WWTP BLDG	16	12/29/2022	1,071.42	.00	1,071.42	139946	01/12/2023
		1222-529014	RECREATION	17	12/29/2022	38.70	.00	38.70	139946	01/12/2023
		1222-529014	SENIOR BUILDING	18	12/29/2022	420.73	.00	420.73	139946	01/12/2023
		1222-529014	STREETS	19	12/29/2022	5,580.56	.00	5,580.56	139946	01/12/2023
		1222-529014	TREATMENT PLANT	20	12/29/2022	5,974.44	.00	5,974.44	139946	01/12/2023
		1222-529014	TREATMENT PLANT	21	12/29/2022	2,323.39	.00	2,323.39	139946	01/12/2023
		1222-529014	WATER	22	12/29/2022	7,531.53	.00	7,531.53	139946	01/12/2023
Total 321:						28,880.02	.00	28,880.02		
323	UTAH STATE TAX COMMI	8032	SWT - DECEMBER 2022	1	12/27/2022	11,965.65	.00	11,965.65	139904	01/05/2023
		8146	SWT - JANUARY 2023	1	01/26/2023	12,729.84	.00	12,729.84	140054	01/27/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 323:						24,695.49	.00	24,695.49		
362	CACHE VALLEY PUBLISH	0123-2805	52 WEEK SUBSCRIPTION	1	01/09/2023	48.95	.00	48.95	139917	01/12/2023
		320955	PUBLIC NOTICE - CDBG	1	01/18/2023	80.16	.00	80.16	139917	01/12/2023
Total 362:						129.11	.00	129.11		
386	JONES & ASSOCIATES	21201	PUBLIC WORKS STANDA	1	12/31/2022	136.25	.00	136.25	140034	01/27/2023
		21201	GENERAL PLAN - GATHE	2	12/31/2022	278.00	.00	278.00	140034	01/27/2023
		21201	1000 NORTH WIDENING	3	12/31/2022	6,394.00	.00	6,394.00	140034	01/27/2023
		21201	1200 SOUTH WIDENING	4	12/31/2022	3,899.00	.00	3,899.00	140034	01/27/2023
		21201	1650 WEST STREET PRO	5	12/31/2022	3,117.50	.00	3,117.50	140034	01/27/2023
		21201	400 WEST STREET PLAN	6	12/31/2022	208.50	.00	208.50	140034	01/27/2023
		21201	DDW MINIMUM SIZING S	7	12/31/2022	278.00	.00	278.00	140034	01/27/2023
		21201	ASR PUMPING PROJECT	8	12/31/2022	938.25	.00	938.25	140034	01/27/2023
		21201	ARCHIBALD ESTATES - P	9	12/31/2022	139.00	.00	139.00	140034	01/27/2023
		21201	HARVEST VILLAGE TOW	10	12/31/2022	139.00	.00	139.00	140034	01/27/2023
		21201	RIVER VALLEY SUBDIVIS	11	12/31/2022	574.25	.00	574.25	140034	01/27/2023
		21201	DANNY MCFARLANE TO	12	12/31/2022	208.50	.00	208.50	140034	01/27/2023
		21201	RIVER'S EDGE SUBDIVIS	13	12/31/2022	69.50	.00	69.50	140034	01/27/2023
		21201	CANAL RIGHT-OF-WAY M	14	12/31/2022	347.50	.00	347.50	140034	01/27/2023
Total 386:						16,727.25	.00	16,727.25		
387	ASSOCIATION OF PUBLI	25006	NATIONAL MEMBERSHIP	1	08/01/2022	159.00	.00	159.00	139911	01/12/2023
Total 387:						159.00	.00	159.00		
675	HANSEN & ASSOCIATES,	2019-7931	SURVEY WORK FOR CE	1	01/09/2023	312.50	.00	312.50	139995	01/19/2023
Total 675:						312.50	.00	312.50		
702	UTOPIA	CIV202207-0	City Council	1	07/01/2022	18.60	.00	18.60	140015	01/19/2023
		CIV202207-0	Court	2	07/01/2022	55.81	.00	55.81	140015	01/19/2023
		CIV202207-0	City Manager	3	07/01/2022	74.42	.00	74.42	140015	01/19/2023
		CIV202207-0	Treasurer	4	07/01/2022	74.42	.00	74.42	140015	01/19/2023
		CIV202207-0	City Recorder	5	07/01/2022	55.81	.00	55.81	140015	01/19/2023
		CIV202207-0	Civic Center	6	07/01/2022	18.60	.00	18.60	140015	01/19/2023
		CIV202207-0	Police Department	7	07/01/2022	148.88	.00	148.88	140015	01/19/2023
		CIV202207-0	Building Inspection	8	07/01/2022	18.60	.00	18.60	140015	01/19/2023
		CIV202207-0	Streets Department	9	07/01/2022	37.21	.00	37.21	140015	01/19/2023
		CIV202207-0	Senior Programming	10	07/01/2022	18.60	.00	18.60	140015	01/19/2023
		CIV202207-0	Congregate Meals	11	07/01/2022	9.30	.00	9.30	140015	01/19/2023
		CIV202207-0	Home Delivered Meals	12	07/01/2022	9.30	.00	9.30	140015	01/19/2023
		CIV202207-0	Senior Building	13	07/01/2022	37.21	.00	37.21	140015	01/19/2023
		CIV202207-0	Parks	14	07/01/2022	37.21	.00	37.21	140015	01/19/2023
		CIV202207-0	Food Pantry	15	07/01/2022	18.60	.00	18.60	140015	01/19/2023
		CIV202207-0	Recreation	16	07/01/2022	74.42	.00	74.42	140015	01/19/2023
		CIV202207-0	Fire Department	17	07/01/2022	55.81	.00	55.81	140015	01/19/2023
		CIV202207-0	Water	18	07/01/2022	18.60	.00	18.60	140015	01/19/2023
		CIV202207-0	Treatment Plant	19	07/01/2022	18.60	.00	18.60	140015	01/19/2023
		CIV202207-0	Air Sensors	20	07/01/2022	21.00	.00	21.00	140015	01/19/2023
Total 702:						821.00	.00	821.00		
738	WEIDNER FIRE	64910	BUNKER GEAR (2 SETS)	1	01/17/2023	3,244.62	.00	3,244.62	140056	01/27/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 738:						3,244.62	.00	3,244.62		
753	HACH COMPANY	13398218	DPD FREE REFILL	1	12/24/2022	431.68	.00	431.68	139876	01/05/2023
Total 753:						431.68	.00	431.68		
876	WORKFORCE QA	8044	RANDOM DRUG TESTS:	1	01/09/2023	100.00	.00	100.00	139952	01/12/2023
Total 876:						100.00	.00	100.00		
887	THATCHER COMPANY	2022100903	DEPOSIT RETURN	1	12/21/2022	2,500.00-	.00	2,500.00-	140013	01/19/2023
		2023100105	1200 # CHLORINE	1	12/17/2022	4,775.50	.00	4,775.50	140013	01/19/2023
		2023100105	150 # CYLINDER	1	01/09/2023	3,113.50	.00	3,113.50	140013	01/19/2023
		2023100903	DEPOSIT RETURN	1	01/12/2023	1,050.00-	.00	1,050.00-	140013	01/19/2023
Total 887:						4,339.00	.00	4,339.00		
904	L.N. CURTIS AND SONS	780127	20 TIE BARS, TIES	1	01/12/2023	218.87	.00	218.87	140000	01/19/2023
		780127	LARGE RIGHT GHOST EA	2	01/12/2023	13.28	.00	13.28	140000	01/19/2023
Total 904:						232.15	.00	232.15		
906	JENSEN, SHAWN LEE	2713	REIMBURSE FOR EMS P	1	01/03/2023	46.66	.00	46.66	139934	01/12/2023
Total 906:						46.66	.00	46.66		
968	STATE OF UTAH	8068	2ND QUARTER	1	01/13/2023	140.31	.00	140.31	140011	01/19/2023
Total 968:						140.31	.00	140.31		
971	UTAH STATE TREASURE	6088	35% SC - DECEMBER	1	01/05/2023	407.98	.00	407.98	139905	01/05/2023
		6088	90% SC - DECEMBER 202	2	01/05/2023	1,609.74	.00	1,609.74	139905	01/05/2023
		6088	SEC SC - DECEMBER 20	3	01/05/2023	590.42	.00	590.42	139905	01/05/2023
		6088	\$8 SC - DECEMBER 2022	4	01/05/2023	641.64	.00	641.64	139905	01/05/2023
Total 971:						3,249.78	.00	3,249.78		
1067	AQUA ENGINEERING, IN	24317	2022 UV PROJECT	1	01/08/2023	5,943.75	.00	5,943.75	139985	01/19/2023
		24318	IFFP STUDY	1	01/08/2023	5,120.00	.00	5,120.00	139985	01/19/2023
		24434	UV UPGRADE	1	01/17/2023	3,647.50	.00	3,647.50	140019	01/27/2023
		24435	WWTP - IFFP	1	01/17/2023	1,560.00	.00	1,560.00	140019	01/27/2023
Total 1067:						16,271.25	.00	16,271.25		
1071	A-1 UNIFORMS	43713	UNIFORM SHIRT	1	01/11/2023	77.88	.00	77.88	139980	01/19/2023
Total 1071:						77.88	.00	77.88		
1100	FRONTIER	0123-3131	435-257-3131 POLICE	1	01/25/2023	92.28	.00	92.28	140027	01/27/2023
		1222-3131	435-257-3131 POLICE	1	12/25/2022	91.83	.00	91.83	139873	01/05/2023
Total 1100:						184.11	.00	184.11		
1104	JONES SIMKINS, P.C.	52564	AUDIT - GENERAL FUND	1	12/31/2022	6,209.17	.00	6,209.17	139935	01/12/2023
		52564	AUDIT - FOOD PANTRY	2	12/31/2022	93.82	.00	93.82	139935	01/12/2023
		52564	AUDIT - RECREATION	3	12/31/2022	94.81	.00	94.81	139935	01/12/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		52564	AUDIT - FIRE	4	12/31/2022	1,241.50	.00	1,241.50	139935	01/12/2023
		52564	AUDIT - WATER	5	12/31/2022	2,285.78	.00	2,285.78	139935	01/12/2023
		52564	AUDIT - TREATMENT	6	12/31/2022	2,204.25	.00	2,204.25	139935	01/12/2023
		52564	AUDIT - SEWER	7	12/31/2022	316.56	.00	316.56	139935	01/12/2023
		52564	AUDIT - STORM	8	12/31/2022	327.88	.00	327.88	139935	01/12/2023
		Total 1104:				12,773.77	.00	12,773.77		
1157	SALT LAKE WHOLESALE	84427	3 SIM GUNS (GARLAND)	1	10/12/2022	1,377.00	.00	1,377.00	139897	01/05/2023
		84428	4 SIM GUNS (TREMONTO	1	10/12/2022	1,836.00	.00	1,836.00	139897	01/05/2023
		86049	9 MM YELLOW TOXFREE	1	12/14/2022	296.00	.00	296.00	139897	01/05/2023
		Total 1157:				3,509.00	.00	3,509.00		
5040	MICROMARKETING, LLC	907757	3 JF BOOKS	1	11/30/2022	50.37	.00	50.37	139887	01/05/2023
		908018	2 JF BOOKS	1	12/05/2022	35.18	.00	35.18	139887	01/05/2023
		909080	1 JF BOOK	1	12/15/2022	15.16	.00	15.16	139887	01/05/2023
		909146	9 JF, 1 TEEN BOOK	1	12/15/2022	152.70	.00	152.70	139887	01/05/2023
		909307	3 JF BOOKS	1	12/20/2022	44.77	.00	44.77	139887	01/05/2023
		909609	1 JF, 1 TEEN BOOK	1	12/22/2022	29.58	.00	29.58	139887	01/05/2023
		909729	3 JF BOOKS	1	12/22/2022	44.77	.00	44.77	139887	01/05/2023
		Total 5040:				372.53	.00	372.53		
5056	FEDEX	7-977-51216	FOG 12-15-22	1	12/15/2022	16.25	.00	16.25	139871	01/05/2023
		7-985-59964	FOG 12-22-22	1	12/22/2022	16.25	.00	16.25	139871	01/05/2023
		7-992-21832	FOG 12-29-22	1	12/29/2022	16.25	.00	16.25	139871	01/05/2023
		7-998-97161	FOG 1-5-23	1	01/05/2023	16.25	.00	16.25	140025	01/27/2023
		8-005-18855	FOG 1-12-23	1	01/12/2023	16.25	.00	16.25	140025	01/27/2023
		8-012-97547	FOG 1-19-23	1	01/19/2023	31.63	.00	31.63	140025	01/27/2023
		Total 5056:				112.88	.00	112.88		
5232	EMI HEALTH	8140	DENTAL - FEBRUARY 202	1	01/23/2023	4,462.30	.00	4,462.30	140024	01/27/2023
		Total 5232:				4,462.30	.00	4,462.30		
5328	SAM'S CLUB/SYNCHRON	1222-8204	FRUIT & VEGETABLE TR	1	01/08/2023	44.11	.00	44.11	140009	01/19/2023
		1222-8204	CUPS & LIDS	2	01/08/2023	14.98	.00	14.98	140009	01/19/2023
		Total 5328:				59.09	.00	59.09		
5789	MHL SYSTEMS	22-16083	2 SETS OF SLOWFLOW	1	01/11/2023	4,878.00	.00	4,878.00	140001	01/19/2023
		Total 5789:				4,878.00	.00	4,878.00		
8324	GOLDEN SPIKE AUTOMA	863	SA4 & 5 SECONDARY EL	1	12/15/2022	10,146.09	.00	10,146.09	139874	01/05/2023
		869	WORK ON ALARMS	1	01/05/2023	95.00	.00	95.00	139993	01/19/2023
		870	SCADA WORK - PROGRA	1	01/05/2023	5,601.12	.00	5,601.12	139993	01/19/2023
		871	COMPUTER WITH EXTEN	1	01/05/2023	165.67	.00	165.67	139993	01/19/2023
		871	COMPUTER WITH EXTEN	2	01/05/2023	165.67	.00	165.67	139993	01/19/2023
		871	COMPUTER WITH EXTEN	3	01/05/2023	165.67	.00	165.67	139993	01/19/2023
		871	COMPUTER WITH EXTEN	4	01/05/2023	165.68	.00	165.68	139993	01/19/2023
		Total 8324:				16,504.90	.00	16,504.90		
8334	TREMONTON ACE HARD	83526	12.5 GALLONS PROPANE	1	12/21/2022	43.63	.00	43.63	139902	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		83715	KEYS	1	01/13/2023	20.96	.00	20.96	140051	01/27/2023
		83716	KEYS	1	01/13/2023	14.78	.00	14.78	140051	01/27/2023
Total 8334:						79.37	.00	79.37		
8796	BOX ELDER MAYOR'S AS	8307	MEMBERSHIP DUES FOR	1	01/10/2023	100.00	.00	100.00	Multiple	Multiple
Total 8796:						100.00	.00	100.00		
8842	ADAMS AVENUE PARKW	0123-09604	ADAMS TOLL ROAD ACC	1	01/01/2023	55.00	.00	55.00	139909	01/10/2023
Total 8842:						55.00	.00	55.00		
9492	PURCHASE POWER	0123-02323	Ambulance	1	01/25/2023	231.29	.00	231.29	140043	01/27/2023
		0123-02323	CC	2	01/25/2023	10.06	.00	10.06	140043	01/27/2023
		0123-02323	PD	3	01/25/2023	36.40	.00	36.40	140043	01/27/2023
		0123-02323	Office	4	01/25/2023	276.60	.00	276.60	140043	01/27/2023
		0123-02323	Court	5	01/25/2023	35.47	.00	35.47	140043	01/27/2023
		0123-02323	Recreation	6	01/25/2023	25.81	.00	25.81	140043	01/27/2023
		0123-02323	Library	7	01/25/2023	37.43	.00	37.43	140043	01/27/2023
		0123-02323	Water	8	01/25/2023	90.50	.00	90.50	140043	01/27/2023
		0123-02323	TREATMENT PLANT	9	01/25/2023	111.31	.00	111.31	140043	01/27/2023
		0123-02323	SEWER	10	01/25/2023	13.30	.00	13.30	140043	01/27/2023
		0123-02323	STORM DRAIN	11	01/25/2023	14.85	.00	14.85	140043	01/27/2023
		0123-02323	GARBAGE	12	01/25/2023	18.62	.00	18.62	140043	01/27/2023
		0123-02323	PW	13	01/25/2023	39.38	.00	39.38	140043	01/27/2023
		0123-02323	Senior Center	14	01/25/2023	58.98	.00	58.98	140043	01/27/2023
		1222-02323	Ambulance	1	12/31/2022	221.77	.00	221.77	139892	01/05/2023
		1222-02323	CC	2	12/31/2022	8.21	.00	8.21	139892	01/05/2023
		1222-02323	PD	3	12/31/2022	34.87	.00	34.87	139892	01/05/2023
		1222-02323	Office	4	12/31/2022	368.31	.00	368.31	139892	01/05/2023
		1222-02323	Court	5	12/31/2022	46.54	.00	46.54	139892	01/05/2023
		1222-02323	Recreation	6	12/31/2022	10.63	.00	10.63	139892	01/05/2023
		1222-02323	Library	7	12/31/2022	32.31	.00	32.31	139892	01/05/2023
		1222-02323	Water	8	12/31/2022	65.59	.00	65.59	139892	01/05/2023
		1222-02323	TREATMENT PLANT	9	12/31/2022	80.67	.00	80.67	139892	01/05/2023
		1222-02323	SEWER	10	12/31/2022	9.64	.00	9.64	139892	01/05/2023
		1222-02323	STORM DRAIN	11	12/31/2022	10.76	.00	10.76	139892	01/05/2023
		1222-02323	GARBAGE	12	12/31/2022	13.50	.00	13.50	139892	01/05/2023
		1222-02323	PW	13	12/31/2022	41.07	.00	41.07	139892	01/05/2023
		1222-02323	Senior Center	14	12/31/2022	56.13	.00	56.13	139892	01/05/2023
Total 9492:						2,000.00	.00	2,000.00		
9603	CACHE VALLEY FIRE PR	21282	FIRE EXTINGUISHER INS	1	01/10/2023	18.00	.00	18.00	139988	01/19/2023
		21282	FIRE EXTINGUISHER INS	2	01/10/2023	18.00	.00	18.00	139988	01/19/2023
		21282	FIRE EXTINGUISHER INS	3	01/10/2023	18.00	.00	18.00	139988	01/19/2023
		21282	FIRE EXTINGUISHER INS	4	01/10/2023	54.00	.00	54.00	139988	01/19/2023
		21282	FIRE EXTINGUISHER INS	5	01/10/2023	191.33	.00	191.33	139988	01/19/2023
		21282	FIRE EXTINGUISHER INS	6	01/10/2023	191.33	.00	191.33	139988	01/19/2023
		21282	FIRE EXTINGUISHER INS	7	01/10/2023	191.34	.00	191.34	139988	01/19/2023
		21287	FIRE SUPPRESSION SYS	1	01/11/2023	159.50	.00	159.50	139988	01/19/2023
Total 9603:						841.50	.00	841.50		
9626	IIMC	6939	ANNUAL MEMBERSHIP -	1	01/26/2023	125.00	.00	125.00	140031	01/27/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 9626:						125.00	.00	125.00		
9705	H & H DOORS, LLC	17486	SHOP DOOR OPENERS	1	12/08/2022	245.00	.00	245.00	139930	01/12/2023
Total 9705:						245.00	.00	245.00		
9838	ARCHIBALD PETROLEU	29048	DRUM OF 5/30 OIL	1	12/22/2022	1,091.70	.00	1,091.70	139986	01/19/2023
		29109	406.7 GALLONS DIESEL	1	12/02/2022	2,085.59	.00	2,085.59	139986	01/19/2023
		29114	458.3 GALLONS DIESEL	1	12/05/2022	2,326.04	.00	2,326.04	139986	01/19/2023
		29122	FUEL, OIL	1	12/07/2022	2,114.90	.00	2,114.90	139986	01/19/2023
Total 9838:						7,618.23	.00	7,618.23		
9991	TWIN CITY DISTRIBUTIN	83301	MILK	1	01/03/2023	81.90	.00	81.90	140014	01/19/2023
		83301	MILK	2	01/03/2023	191.10	.00	191.10	140014	01/19/2023
		83315	MILK	1	01/06/2023	76.05	.00	76.05	140014	01/19/2023
		83315	MILK	2	01/06/2023	177.45	.00	177.45	140014	01/19/2023
		83334	MILK	1	01/13/2023	87.75	.00	87.75	140014	01/19/2023
		83334	MILK	2	01/13/2023	204.75	.00	204.75	140014	01/19/2023
Total 9991:						819.00	.00	819.00		
10108	ZIONS BANKCARD CENT	1222-0399	SERVICE VEHICLE AT TO	1	12/31/2022	136.34	.00	136.34	1222	01/05/2023
		1222-0399	AMAZON: PHONE CASE	2	12/31/2022	17.99	.00	17.99	1222	01/05/2023
		1222-0399	PLAT RECORDING & DEV	3	12/31/2022	188.00	.00	188.00	1222	01/05/2023
		1222-0399	BOX ELDER COUNTY: PR	4	12/31/2022	4.70	.00	4.70	1222	01/05/2023
		1222-0399	OFFICE PARTY FROM MA	5	12/31/2022	178.95	.00	178.95	1222	01/05/2023
		1222-0399	AMAZON: PRINTER INK -	6	12/31/2022	52.89	.00	52.89	1222	01/05/2023
		1222-0399	CHRISTMAS DINNER FO	7	12/31/2022	554.17	.00	554.17	1222	01/05/2023
		1222-0399	HOME DEPOT: CHRISTM	8	12/31/2022	179.00	.00	179.00	1222	01/05/2023
		1222-0399	OPTICS PLANET: PLATE	9	12/31/2022	193.00	.00	193.00	1222	01/05/2023
		1222-0399	OPTICS PLANET: GERAM	10	12/31/2022	572.90	.00	572.90	1222	01/05/2023
		1222-0399	OPTICS PLANET: REFUN	11	12/31/2022	32.94-	.00	32.94-	1222	01/05/2023
		1222-0399	OPTICS PLANET: REFUN	12	12/31/2022	11.10-	.00	11.10-	1222	01/05/2023
		1222-0399	PALACE STATION HOTEL	13	12/31/2022	.01-	.00	.01-	1222	01/05/2023
		1222-0399	YES PRINTING: BUSINES	14	12/31/2022	30.94	.00	30.94	1222	01/05/2023
		1222-0399	FEDEX: SHIPPING BLOO	15	12/31/2022	14.58	.00	14.58	1222	01/05/2023
		1222-0399	ZAZZLE: CHRISTMAS CA	16	12/31/2022	113.88	.00	113.88	1222	01/05/2023
		1222-0399	SAM'S CLUB: THREE 32""	17	12/31/2022	731.71	.00	731.71	1222	01/05/2023
		1222-0399	GALL'S: HYFIN CHEST S	18	12/31/2022	61.77	.00	61.77	1222	01/05/2023
		1222-0399	EMBASSY SUITES FOR J	19	12/31/2022	441.99	.00	441.99	1222	01/05/2023
		1222-0399	AEGIX: SRO TRAINING F	20	12/31/2022	295.00	.00	295.00	1222	01/05/2023
		1222-0399	AMAZON: TOOL, SPEAKE	21	12/31/2022	91.82	.00	91.82	1222	01/05/2023
		1222-0399	AMAZON: TOOL, SPEAKE	22	12/31/2022	165.74	.00	165.74	1222	01/05/2023
		1222-0399	US POST OFFICE: 80 STA	23	12/31/2022	48.00	.00	48.00	1222	01/05/2023
		1222-0399	AMAZON: LETTER OPEN	24	12/31/2022	7.55	.00	7.55	1222	01/05/2023
		1222-0399	REFUND SALES TAX	25	12/31/2022	42.07-	.00	42.07-	1222	01/05/2023
		1222-0399	AMAZON: LEVI BOMBER	26	12/31/2022	71.09	.00	71.09	1222	01/05/2023
		1222-0399	HOTELS.COM: HOTEL FO	27	12/31/2022	17.85	.00	17.85	1222	01/05/2023
		1222-0399	AMAZON: USB	28	12/31/2022	5.99	.00	5.99	1222	01/05/2023
		1222-0399	FEDEX: SHIPPING FOR C	29	12/31/2022	19.85	.00	19.85	1222	01/05/2023
		1222-0399	AMAZON: CALENDAR	30	12/31/2022	11.99	.00	11.99	1222	01/05/2023
		1222-0399	KENT'S MARKET: FOOD F	31	12/31/2022	489.67	.00	489.67	1222	01/05/2023
		1222-0399	KENT'S MARKET: FOOD F	32	12/31/2022	1,142.55	.00	1,142.55	1222	01/05/2023
		1222-0399	SYSCO FOOD: INV. #4855	33	12/31/2022	254.91	.00	254.91	1222	01/05/2023
		1222-0399	SYSCO FOOD: INV. #4855	34	12/31/2022	594.80	.00	594.80	1222	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		1222-0399	SYSCO FOOD: INV. #4855	35	12/31/2022	206.15	.00	206.15	1222	01/05/2023
		1222-0399	SYSCO FOOD: INV. #4855	36	12/31/2022	481.03	.00	481.03	1222	01/05/2023
		1222-0399	SYSCO FOOD: INV. #4855	37	12/31/2022	399.83	.00	399.83	1222	01/05/2023
		1222-0399	SYSCO FOOD: INV. #4855	38	12/31/2022	932.93	.00	932.93	1222	01/05/2023
		1222-0399	SYSCO: INV. 485623526 -	39	12/31/2022	508.02	.00	508.02	1222	01/05/2023
		1222-0399	SYSCO: INV. 485623526 -	40	12/31/2022	1,185.39	.00	1,185.39	1222	01/05/2023
		1222-0399	SAM'S CLUB: GIFT CARD	41	12/31/2022	813.41	.00	813.41	1222	01/05/2023
		1222-0399	SHAMROCK: INV. # 26913	42	12/31/2022	233.84	.00	233.84	1222	01/05/2023
		1222-0399	SHAMROCK: INV. # 26913	43	12/31/2022	545.64	.00	545.64	1222	01/05/2023
		1222-0399	CINTAS	44	12/31/2022	383.67	.00	383.67	1222	01/05/2023
		1222-0399	SYSCO: INV. # 485634997	45	12/31/2022	672.59	.00	672.59	1222	01/05/2023
		1222-0399	SYSCO: INV. # 485634997	46	12/31/2022	1,569.39	.00	1,569.39	1222	01/05/2023
		1222-0399	SYSCO: INV. #485677181	47	12/31/2022	989.45	.00	989.45	1222	01/05/2023
		1222-0399	SYSCO: INV. #485677181	48	12/31/2022	2,308.71	.00	2,308.71	1222	01/05/2023
		1222-0399	CHUCK-A-RAMA	49	12/31/2022	18.31	.00	18.31	1222	01/05/2023
		1222-0399	KENT'S - FOOD	50	12/31/2022	891.62	.00	891.62	1222	01/05/2023
		1222-0399	KENT'S - FOOD	51	12/31/2022	2,080.45	.00	2,080.45	1222	01/05/2023
		1222-0399	RSM FOOD SERVICE - R	52	12/31/2022	81.15	.00	81.15	1222	01/05/2023
		1222-0399	KOBE TERIYAKI - FIELD T	53	12/31/2022	15.09	.00	15.09	1222	01/05/2023
		1222-0399	HOLIDAY CORO: LIGHT R	54	12/31/2022	41.49	.00	41.49	1222	01/05/2023
		1222-0399	2 - ADOBE CREATIVE CL	55	12/31/2022	180.35	.00	180.35	1222	01/05/2023
		1222-0399	AMAZON PRIME ANNUAL	56	12/31/2022	59.00	.00	59.00	1222	01/05/2023
		1222-0399	AMAZON PRIME ANNUAL	57	12/31/2022	55.00	.00	55.00	1222	01/05/2023
		1222-0399	AMAZON PRIME ANNUAL	58	12/31/2022	55.00	.00	55.00	1222	01/05/2023
		1222-0399	AMAZON PRIME ANNUAL	59	12/31/2022	55.00	.00	55.00	1222	01/05/2023
		1222-0399	AMAZON PRIME ANNUAL	60	12/31/2022	55.00	.00	55.00	1222	01/05/2023
		1222-0399	AMAZON PRIME ANNUAL	61	12/31/2022	55.00	.00	55.00	1222	01/05/2023
		1222-0399	AMAZON PRIME ANNUAL	62	12/31/2022	55.00	.00	55.00	1222	01/05/2023
		1222-0399	AMAZON PRIME ANNUAL	63	12/31/2022	55.00	.00	55.00	1222	01/05/2023
		1222-0399	AMAZON PRIME ANNUAL	64	12/31/2022	55.00	.00	55.00	1222	01/05/2023
		1222-0399	COVERED: SAVIOR MULT	65	12/31/2022	4,073.00	.00	4,073.00	1222	01/05/2023
		1222-0399	SYMBOL ARTS: NEW BA	66	12/31/2022	720.00	.00	720.00	1222	01/05/2023
		1222-0399	AMAZON: CALENDARS 2	67	12/31/2022	42.94	.00	42.94	1222	01/05/2023
		1222-0399	AMAZON: MEMO BOOKS	68	12/31/2022	11.20	.00	11.20	1222	01/05/2023
		1222-0399	L.N. CURTIS BLUE LINE -	69	12/31/2022	259.99	.00	259.99	1222	01/05/2023
		1222-0399	MACKS FAMILY: SHAKES	70	12/31/2022	9.10	.00	9.10	1222	01/05/2023
		1222-0399	AMAZON: HDMI CABLES	71	12/31/2022	14.25	.00	14.25	1222	01/05/2023
		1222-0399	AMAZON: WALL CALEND	72	12/31/2022	9.95	.00	9.95	1222	01/05/2023
		1222-0399	AMAZON: WALL CALEND	73	12/31/2022	56.97	.00	56.97	1222	01/05/2023
		1222-0399	AMAZON: DESK CALEND	74	12/31/2022	23.98	.00	23.98	1222	01/05/2023
		1222-0399	AMAZON: DESTOP SCAN	75	12/31/2022	174.00	.00	174.00	1222	01/05/2023
		1222-0399	AMAZON: KONG BALLS F	76	12/31/2022	203.93	.00	203.93	1222	01/05/2023
		1222-0399	AMAZON: PROJECTOR	77	12/31/2022	79.99	.00	79.99	1222	01/05/2023
		1222-0399	AMAZON: NAME BADGE -	78	12/31/2022	14.25	.00	14.25	1222	01/05/2023
		1222-0399	CEDAR RIDGE AUTO WA	79	12/31/2022	1,096.00	.00	1,096.00	1222	01/05/2023
		1222-0399	AMAZON: TASER HOLST	80	12/31/2022	89.99	.00	89.99	1222	01/05/2023
		1222-0399	AMAZON: SAFETY VEST,	81	12/31/2022	126.96	.00	126.96	1222	01/05/2023
		1222-0399	LUNCH AT CHILI'S AFTER	82	12/31/2022	88.49	.00	88.49	1222	01/05/2023
		1222-0399	LUNCH AT CHILI'S AFTER	83	12/31/2022	88.49	.00	88.49	1222	01/05/2023
		1222-0399	LUNCH AT CHILI'S AFTER	84	12/31/2022	88.49	.00	88.49	1222	01/05/2023
		1222-0399	AMAZON: SAFETY VEST,	85	12/31/2022	108.97	.00	108.97	1222	01/05/2023
		1222-0399	LUNCH AT THE GRILLE	86	12/31/2022	58.32	.00	58.32	1222	01/05/2023
		1222-0399	KENT'S: WATER SOFTEN	87	12/31/2022	26.95	.00	26.95	1222	01/05/2023
		1222-0399	SAM'S CLUB: MEAT FOR	88	12/31/2022	138.69	.00	138.69	1222	01/05/2023
		1222-0399	SAM'S CLUB: MEAT FOR	89	12/31/2022	138.69	.00	138.69	1222	01/05/2023
		1222-0399	SAM'S CLUB: MEAT FOR	90	12/31/2022	138.70	.00	138.70	1222	01/05/2023
		1222-0399	HOME DEPOT: LED & T8	91	12/31/2022	160.00	.00	160.00	1222	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
1222-0399	AMAZON: COLUMBIA CO	92			12/31/2022	115.60	.00	115.60	1222	01/05/2023
1222-0399	LUNCH AT THE GRILLE	93			12/31/2022	66.75	.00	66.75	1222	01/05/2023
1222-0399	SAM'S CLUB: BATTERIES	94			12/31/2022	77.98	.00	77.98	1222	01/05/2023
1222-0399	HOME DEPOT: LED BULB	95			12/31/2022	482.46	.00	482.46	1222	01/05/2023
1222-0399	HOME DEPOT: LED BULB	96			12/31/2022	300.50	.00	300.50	1222	01/05/2023
1222-0399	HOME DEPOT: LED BULB	97			12/31/2022	300.51	.00	300.51	1222	01/05/2023
1222-0399	HOME DEPOT: LED BULB	98			12/31/2022	300.51	.00	300.51	1222	01/05/2023
1222-0399	AMAZON: PANTS	99			12/31/2022	407.96	.00	407.96	1222	01/05/2023
1222-0399	KENT'S: FOOD FOR PUB	100			12/31/2022	80.92	.00	80.92	1222	01/05/2023
1222-0399	AMAZON: PROPANE PAR	101			12/31/2022	129.50	.00	129.50	1222	01/05/2023
1222-0399	AMAZON: JACKET	102			12/31/2022	25.52	.00	25.52	1222	01/05/2023
1222-0399	AMAZON: EAR BUDS, PH	103			12/31/2022	105.31	.00	105.31	1222	01/05/2023
1222-0399	HOME DEPOT: TOOLS, B	104			12/31/2022	184.23	.00	184.23	1222	01/05/2023
1222-0399	HOME DEPOT: TOOLS, B	105			12/31/2022	184.24	.00	184.24	1222	01/05/2023
1222-0399	HOME DEPOT: TOOLS, B	106			12/31/2022	184.24	.00	184.24	1222	01/05/2023
1222-0399	AMAZON: CLAMP PLIERS	107			12/31/2022	46.99	.00	46.99	1222	01/05/2023
1222-0399	HOME DEPOT: MILWAUK	108			12/31/2022	248.96	.00	248.96	1222	01/05/2023
1222-0399	SAM'S CLUB: TOILET PAP	109			12/31/2022	25.18	.00	25.18	1222	01/05/2023
1222-0399	AMAZON: SHARPIES	110			12/31/2022	52.58	.00	52.58	1222	01/05/2023
1222-0399	AMAZON: PROJECTOR S	111			12/31/2022	242.92	.00	242.92	1222	01/05/2023
1222-0399	AMAZON: TOOL ORGANI	112			12/31/2022	39.99	.00	39.99	1222	01/05/2023
1222-0399	KENT'S MARKET CUTLER	113			12/31/2022	22.35	.00	22.35	1222	01/05/2023
1222-0399	JC'S DINER - SOUP FOR	114			12/31/2022	32.12	.00	32.12	1222	01/05/2023
1222-0399	PITNEY BOWES - POSTA	115			12/31/2022	250.00	.00	250.00	1222	01/05/2023
1222-0399	ULA MEMBERSHIP RENE	116			12/31/2022	60.00	.00	60.00	1222	01/05/2023
1222-0399	FOREIGN TRANSACTION	117			12/31/2022	.60	.00	.60	1222	01/05/2023
1222-0399	PAYPAL - ESCAPE GAME	118			12/31/2022	20.05	.00	20.05	1222	01/05/2023
1222-0399	PITNEY BOWES - MONTH	119			12/31/2022	5.29	.00	5.29	1222	01/05/2023
1222-0399	PAYPAL: TEACHERS PAY	120			12/31/2022	5.30	.00	5.30	1222	01/05/2023
1222-0399	APPLE ARCADE - DIGITA	121			12/31/2022	5.29	.00	5.29	1222	01/05/2023
1222-0399	DEMCO - BOOK COVERS	122			12/31/2022	278.47	.00	278.47	1222	01/05/2023
1222-0399	GOSSNER FOODS - STAF	123			12/31/2022	14.35	.00	14.35	1222	01/05/2023
1222-0399	CHRISTMAS DINNER AT	124			12/31/2022	633.34	.00	633.34	1222	01/05/2023
1222-0399	PS TRAX ANNUAL SUBS	125			12/31/2022	1,523.00	.00	1,523.00	1222	01/05/2023
1222-0399	SAM'S CLUB: POTS & PA	126			12/31/2022	127.30	.00	127.30	1222	01/05/2023
1222-0399	SAM'S CLUB: CLEANING	127			12/31/2022	54.74	.00	54.74	1222	01/05/2023
1222-0399	LITTLE CEASARS PIZZA	128			12/31/2022	13.37	.00	13.37	1222	01/05/2023
1222-0399	Y.B. WRISTBANDS	129			12/31/2022	31.96	.00	31.96	1222	01/05/2023
1222-0399	AMAZON: CHRISTMAS GI	130			12/31/2022	24.20	.00	24.20	1222	01/05/2023
1222-0399	AMAZON: CHRISTMAS GI	131			12/31/2022	193.63	.00	193.63	1222	01/05/2023
1222-0399	AMAZON: CHRISTMAS GI	132			12/31/2022	306.50	.00	306.50	1222	01/05/2023
1222-0399	XMISSION - WEBSITE	133			12/31/2022	15.00	.00	15.00	1222	01/05/2023
1222-0399	SAM'S CLUB - CHRISTMA	134			12/31/2022	199.32	.00	199.32	1222	01/05/2023
1222-0399	LUNCH - OLIVE GARDEN	135			12/31/2022	45.35	.00	45.35	1222	01/05/2023
1222-0399	AMAZON GIFT CARDS F	136			12/31/2022	3,950.00	.00	3,950.00	1222	01/05/2023
1222-0399	DOMINOS - DINNER FOR	137			12/31/2022	68.93	.00	68.93	1222	01/05/2023
1222-0399	EL CHILITO - LUNCH WIT	138			12/31/2022	51.62	.00	51.62	1222	01/05/2023
1222-0399	DYNAQUEST TERRALOG	139			12/31/2022	49.43	.00	49.43	1222	01/05/2023
1222-0399	DYNAQUEST TERRALOG	140			12/31/2022	148.30	.00	148.30	1222	01/05/2023
1222-0399	DYNAQUEST TERRALOG	141			12/31/2022	197.74	.00	197.74	1222	01/05/2023
1222-0399	DYNAQUEST TERRALOG	142			12/31/2022	197.74	.00	197.74	1222	01/05/2023
1222-0399	DYNAQUEST TERRALOG	143			12/31/2022	148.30	.00	148.30	1222	01/05/2023
1222-0399	DYNAQUEST TERRALOG	144			12/31/2022	49.43	.00	49.43	1222	01/05/2023
1222-0399	DYNAQUEST TERRALOG	145			12/31/2022	395.48	.00	395.48	1222	01/05/2023
1222-0399	DYNAQUEST TERRALOG	146			12/31/2022	49.43	.00	49.43	1222	01/05/2023
1222-0399	DYNAQUEST TERRALOG	147			12/31/2022	98.87	.00	98.87	1222	01/05/2023
1222-0399	DYNAQUEST TERRALOG	148			12/31/2022	49.43	.00	49.43	1222	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		1222-0399	DYNAQUEST TERRALOG	149	12/31/2022	24.72	.00	24.72	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	150	12/31/2022	24.72	.00	24.72	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	151	12/31/2022	98.87	.00	98.87	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	152	12/31/2022	98.87	.00	98.87	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	153	12/31/2022	939.28	.00	939.28	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	154	12/31/2022	494.34	.00	494.34	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	155	12/31/2022	49.43	.00	49.43	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	156	12/31/2022	197.74	.00	197.74	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	157	12/31/2022	148.30	.00	148.30	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	158	12/31/2022	49.43	.00	49.43	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	159	12/31/2022	49.43	.00	49.43	1222	01/05/2023
		1222-0399	VERIZON INV. 992147143	160	12/31/2022	82.16	.00	82.16	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	161	12/31/2022	89.30	.00	89.30	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	162	12/31/2022	2,159.22	.00	2,159.22	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	163	12/31/2022	783.72	.00	783.72	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	164	12/31/2022	47.15	.00	47.15	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	165	12/31/2022	168.16	.00	168.16	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	166	12/31/2022	42.15	.00	42.15	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	167	12/31/2022	47.15	.00	47.15	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	168	12/31/2022	91.07	.00	91.07	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	169	12/31/2022	42.15	.00	42.15	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	170	12/31/2022	158.11	.00	158.11	1222	01/05/2023
		1222-0399	VERIZON INV. # 99214714	171	12/31/2022	44.87	.00	44.87	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	172	12/31/2022	39.19	.00	39.19	1222	01/05/2023
		1222-0399	AMAZON: TONER FOR C	173	12/31/2022	54.99	.00	54.99	1222	01/05/2023
		1222-0399	AMAZON: TONER FOR C	174	12/31/2022	55.00	.00	55.00	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	175	12/31/2022	21.69	.00	21.69	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	176	12/31/2022	19.31	.00	19.31	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	177	12/31/2022	39.64	.00	39.64	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	178	12/31/2022	38.83	.00	38.83	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	179	12/31/2022	49.95	.00	49.95	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	180	12/31/2022	63.51	.00	63.51	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	181	12/31/2022	42.98	.00	42.98	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	182	12/31/2022	202.52	.00	202.52	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	183	12/31/2022	58.24	.00	58.24	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	184	12/31/2022	38.62	.00	38.62	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	185	12/31/2022	81.41	.00	81.41	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	186	12/31/2022	19.71	.00	19.71	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	187	12/31/2022	39.02	.00	39.02	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	188	12/31/2022	19.71	.00	19.71	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	189	12/31/2022	19.70	.00	19.70	1222	01/05/2023
		1222-0399	FIRST DIGITAL INV. # 004	190	12/31/2022	19.59	.00	19.59	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	191	12/31/2022	2.92	.00	2.92	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	192	12/31/2022	8.75	.00	8.75	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	193	12/31/2022	11.67	.00	11.67	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	194	12/31/2022	11.67	.00	11.67	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	195	12/31/2022	8.75	.00	8.75	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	196	12/31/2022	2.92	.00	2.92	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	197	12/31/2022	23.33	.00	23.33	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	198	12/31/2022	2.92	.00	2.92	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	199	12/31/2022	5.83	.00	5.83	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	200	12/31/2022	2.92	.00	2.92	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	201	12/31/2022	1.46	.00	1.46	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	202	12/31/2022	1.46	.00	1.46	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	203	12/31/2022	5.83	.00	5.83	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	204	12/31/2022	5.83	.00	5.83	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	205	12/31/2022	55.40	.00	55.40	1222	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		1222-0399	DYNAQUEST TERRALOG	206	12/31/2022	29.16	.00	29.16	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	207	12/31/2022	2.92	.00	2.92	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	208	12/31/2022	11.67	.00	11.67	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	209	12/31/2022	8.75	.00	8.75	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	210	12/31/2022	2.92	.00	2.92	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	211	12/31/2022	2.92	.00	2.92	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	212	12/31/2022	24.64	.00	24.64	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	213	12/31/2022	4.11	.00	4.11	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	214	12/31/2022	8.21	.00	8.21	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	215	12/31/2022	12.32	.00	12.32	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	216	12/31/2022	8.21	.00	8.21	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	217	12/31/2022	4.11	.00	4.11	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	218	12/31/2022	90.38	.00	90.38	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	219	12/31/2022	4.11	.00	4.11	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	220	12/31/2022	12.32	.00	12.32	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	221	12/31/2022	4.11	.00	4.11	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	222	12/31/2022	2.05	.00	2.05	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	223	12/31/2022	2.05	.00	2.05	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	224	12/31/2022	8.21	.00	8.21	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	225	12/31/2022	8.21	.00	8.21	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	226	12/31/2022	24.64	.00	24.64	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	227	12/31/2022	4.11	.00	4.11	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	228	12/31/2022	8.21	.00	8.21	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	229	12/31/2022	45.18	.00	45.18	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	230	12/31/2022	4.11	.00	4.11	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	231	12/31/2022	8.21	.00	8.21	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	232	12/31/2022	24.00	.00	24.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	233	12/31/2022	4.00	.00	4.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	234	12/31/2022	4.00	.00	4.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	235	12/31/2022	12.00	.00	12.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	236	12/31/2022	8.00	.00	8.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	237	12/31/2022	4.00	.00	4.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	238	12/31/2022	84.00	.00	84.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	239	12/31/2022	4.00	.00	4.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	240	12/31/2022	12.00	.00	12.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	241	12/31/2022	4.00	.00	4.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	242	12/31/2022	2.00	.00	2.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	243	12/31/2022	2.00	.00	2.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	244	12/31/2022	8.00	.00	8.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	245	12/31/2022	8.00	.00	8.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	246	12/31/2022	24.00	.00	24.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	247	12/31/2022	4.00	.00	4.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	248	12/31/2022	8.00	.00	8.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	249	12/31/2022	44.00	.00	44.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	250	12/31/2022	4.00	.00	4.00	1222	01/05/2023
		1222-0399	DYNAQUEST TERRALOG	251	12/31/2022	8.00	.00	8.00	1222	01/05/2023
		1222-0399	DOMINOS PIZZA FOR CH	252	12/31/2022	110.72	.00	110.72	1222	01/05/2023
		1222-0399	UNITED STATES POSTAL	253	12/31/2022	60.00	.00	60.00	1222	01/05/2023
		1222-0399	STAPLES: ENVELOPES, P	254	12/31/2022	11.72	.00	11.72	1222	01/05/2023
		1222-0399	STAPLES: ENVELOPES, P	255	12/31/2022	11.72	.00	11.72	1222	01/05/2023
		1222-0399	STAPLES: ENVELOPES, P	256	12/31/2022	15.49	.00	15.49	1222	01/05/2023
		1222-0399	STAPLES: ENVELOPES, P	257	12/31/2022	15.49	.00	15.49	1222	01/05/2023
		1222-0399	STAPLES: BATTERIES, BI	258	12/31/2022	37.69	.00	37.69	1222	01/05/2023
		1222-0399	STAPLES: BATTERIES, BI	259	12/31/2022	37.68	.00	37.68	1222	01/05/2023
		1222-0399	AUTHORIZE.NET	260	12/31/2022	46.30	.00	46.30	1222	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 10108:						50,572.64	.00	50,572.64		
10200	HORSPPOOL, GREGORY L	120222	UACOA CONFERENCE IN	1	12/02/2022	180.00	.00	180.00	139932	01/12/2023
Total 10200:						180.00	.00	180.00		
10666	HARTFIEL, TRISTON	8057	REFUND ON DEPOSIT #6	1	01/20/2023	13.95	.00	13.95	140029	01/27/2023
Total 10666:						13.95	.00	13.95		
10893	BRAG AREA CLERKS & R	6938	MEMBERSHIP DUES 202	1	12/27/2022	55.00	.00	55.00	139865	01/05/2023
Total 10893:						55.00	.00	55.00		
10913	OLIVER PACKAGING & E	170417	SEALER SUPPLIES	1	11/23/2022	2,458.00	.00	2,458.00	139945	01/12/2023
		173848	SALAD CUP & SEAL	1	01/11/2023	431.53	.00	431.53	140002	01/19/2023
		173848	SALAD CUP & SEAL	2	01/11/2023	1,006.91	.00	1,006.91	140002	01/19/2023
		173941	TRAYS FOR HOME DELIV	1	01/12/2023	2,129.60	.00	2,129.60	140002	01/19/2023
Total 10913:						6,026.04	.00	6,026.04		
10926	EVANS, GROVER & BEIN	285	PUBLIC DEFENDER - DE	1	01/02/2023	1,050.00	.00	1,050.00	139870	01/05/2023
Total 10926:						1,050.00	.00	1,050.00		
11284	MJG	7486	MAINTENANCE - DECEM	1	12/31/2022	400.00	.00	400.00	139942	01/12/2023
Total 11284:						400.00	.00	400.00		
11309	NESSEN, LINSEY	012523	BRAG MEETING - NIBLEY	1	01/25/2023	35.89	.00	35.89	140041	01/27/2023
Total 11309:						35.89	.00	35.89		
11312	MOUNTAIN STATES CON	12-3835-22	DECEMBER 2022 TRACK	1	12/31/2022	650.00	.00	650.00	139890	01/05/2023
Total 11312:						650.00	.00	650.00		
11423	NATIONAL BENEFIT SER	8030	FLEX SPENDING DEDUC	1	12/27/2022	909.16	.00	909.16	139891	01/05/2023
		8045	FLEX SPENDING DEDUC	1	01/10/2023	909.16	.00	909.16	139944	01/12/2023
		8142	FLEX SPENDING DEDUC	1	01/23/2023	1,046.18	.00	1,046.18	140040	01/27/2023
Total 11423:						2,864.50	.00	2,864.50		
11510	WAXIE SANITARY SUPPL	81407004	4 CASES - ROLL TOWELS	1	12/28/2022	128.22	.00	128.22	139906	01/05/2023
		81407004	4 CASES - ROLL TOWELS	2	12/28/2022	128.22	.00	128.22	139906	01/05/2023
		81407004	4 CASES - ROLL TOWELS	3	12/28/2022	128.22	.00	128.22	139906	01/05/2023
		81407004	4 CASES - ROLL TOWELS	4	12/28/2022	64.11	.00	64.11	139906	01/05/2023
		81407004	4 CASES - ROLL TOWELS	5	12/28/2022	64.11	.00	64.11	139906	01/05/2023
Total 11510:						512.88	.00	512.88		
11640	ANDERSON, DUSTIN	8052	REFUND ON DEPOSIT A	1	01/04/2023	29.27	.00	29.27	139910	01/12/2023
Total 11640:						29.27	.00	29.27		
11690	EAGLE ENGRAVING, INC.	2022-7487	DEPT. COMMENDATION	1	11/23/2022	110.95	.00	110.95	139867	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 11690:						110.95	.00	110.95		
12089	CENTURYLINK	0123-435723	FOREIGN EXCHANGE LI	1	01/01/2023	141.83	.00	141.83	139920	01/12/2023
Total 12089:						141.83	.00	141.83		
12187	ZIONS BANK	0123-09734	ATTN: CARL MATHIS UT	1	01/03/2023	32,959.44	.00	32,959.44	139908	01/05/2023
Total 12187:						32,959.44	.00	32,959.44		
12247	LEGAL SHIELD	8039	MONTHLY CONTRIBUTIO	1	01/04/2023	198.55	.00	198.55	139883	01/05/2023
Total 12247:						198.55	.00	198.55		
12295	DE LAGE LANDEN	78588324	COPIER PAYMENT 12/15/	1	12/24/2022	185.77	.00	185.77	10522	01/05/2023
Total 12295:						185.77	.00	185.77		
12423	LES OLSON COMPANY	MNS26039	DOCUWARE WORK	1	12/20/2022	112.50	.00	112.50	139884	01/05/2023
		MNS26775	LABOR - SETTING UP DO	1	01/17/2023	262.50	.00	262.50	140036	01/27/2023
Total 12423:						375.00	.00	375.00		
12497	HEALTH EQUITY	8049	ADMIN FEES - JANUARY	1	01/18/2023	11.80	.00	11.80	139996	01/19/2023
Total 12497:						11.80	.00	11.80		
12674	BLOMQUIST HALE CONS	JAN23251	EMPLOYEE ASSISTANCE	1	01/02/2023	22.50	.00	22.50	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	2	01/02/2023	9.00	.00	9.00	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	3	01/02/2023	9.00	.00	9.00	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	4	01/02/2023	13.50	.00	13.50	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	5	01/02/2023	9.00	.00	9.00	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	6	01/02/2023	126.00	.00	126.00	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	7	01/02/2023	4.50	.00	4.50	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	8	01/02/2023	22.50	.00	22.50	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	9	01/02/2023	9.00	.00	9.00	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	10	01/02/2023	36.00	.00	36.00	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	11	01/02/2023	4.50	.00	4.50	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	12	01/02/2023	9.00	.00	9.00	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	13	01/02/2023	76.50	.00	76.50	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	14	01/02/2023	4.50	.00	4.50	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	15	01/02/2023	9.00	.00	9.00	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	16	01/02/2023	144.00	.00	144.00	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	17	01/02/2023	18.00	.00	18.00	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	18	01/02/2023	13.50	.00	13.50	139914	01/12/2023
		JAN23251	EMPLOYEE ASSISTANCE	19	01/02/2023	4.50	.00	4.50	139914	01/12/2023
Total 12674:						544.50	.00	544.50		
12739	THE GRILLE RESTAURAN	1207	GIFT CARDS - COACHES	1	12/07/2022	80.00	.00	80.00	140050	01/27/2023
		1207	GIFT CARDS - COACHES	2	12/07/2022	200.00	.00	200.00	140050	01/27/2023
		1207	GIFT CARDS - COACHES	3	12/07/2022	40.00	.00	40.00	140050	01/27/2023
		1207	GIFT CARDS - COACHES	4	12/07/2022	232.00	.00	232.00	140050	01/27/2023
		1207	GIFT CARDS - COACHES	5	12/07/2022	96.00	.00	96.00	140050	01/27/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 12739:						648.00	.00	648.00		
12787	KIXX FITNESS, LLC.	1/4/2023	3 GYM MEMBERSHIPS -	1	01/04/2023	45.00	.00	45.00	139882	01/05/2023
		8038	GYM MEMBERSHIP - JAN	1	01/04/2023	365.70	.00	365.70	139882	01/05/2023
Total 12787:						410.70	.00	410.70		
12798	CARTER, DEBBY	011023	UTAH CONNECT PLANNI	1	01/10/2023	21.92	.00	21.92	139919	01/12/2023
Total 12798:						21.92	.00	21.92		
12804	DAINES & JENKINS, LLP	8645	CIVIL LEGAL WORK - DE	1	01/04/2023	531.25	.00	531.25	139923	01/12/2023
		8645	CIVIL LEGAL WORK - DE	2	01/04/2023	62.50	.00	62.50	139923	01/12/2023
		8646	CIVIL LEGAL WORK - DE	1	01/04/2023	1,787.50	.00	1,787.50	139923	01/12/2023
Total 12804:						2,381.25	.00	2,381.25		
12828	KEARL, JOSHUA	010923	POST INSTRUCTOR DEV	1	01/09/2023	130.00	.00	130.00	139953	01/13/2023
Total 12828:						130.00	.00	130.00		
12832	HERITAGE MOTOR COMP	6062155	REPAIRS	1	11/01/2022	546.90	.00	546.90	139931	01/12/2023
Total 12832:						546.90	.00	546.90		
12882	HY-KO SUPPLY	838509	CLEANING SUPPLIES	1	01/07/2023	183.29	.00	183.29	139997	01/19/2023
Total 12882:						183.29	.00	183.29		
12911	ANALYTIK JENA US LLC	364957	UV LAMP	1	01/09/2023	46.40	.00	46.40	139984	01/19/2023
		365165	UV METER CALIBRATION	1	01/18/2023	191.04	.00	191.04	139984	01/19/2023
Total 12911:						237.44	.00	237.44		
12918	TANNER, JESSICA	66	CONTRACT MINUTE TAK	1	12/31/2022	412.00	.00	412.00	139900	01/05/2023
		66	CONTRACT MINUTE TAK	2	12/31/2022	412.00	.00	412.00	139900	01/05/2023
		66	CONTRACT MINUTE TAK	3	12/31/2022	412.00	.00	412.00	139900	01/05/2023
Total 12918:						1,236.00	.00	1,236.00		
12977	SELECTHEALTH	8035	MEDICAL - JANUARY 202	1	01/03/2023	48,862.20	.00	48,862.20	139898	01/05/2023
		8035	HSA ADMIN FEES - JANU	2	01/03/2023	42.00	.00	42.00	139898	01/05/2023
		8141	MEDICAL - FEBRUARY 20	1	01/23/2023	55,010.20	.00	55,010.20	140045	01/27/2023
		8141	HSA ADMIN FEES - FEBR	2	01/23/2023	42.00	.00	42.00	140045	01/27/2023
Total 12977:						103,956.40	.00	103,956.40		
13118	LIFE-ASSIST, INC.	1278783	MEDICAL SUPPLIES	1	12/23/2022	1,128.41	.00	1,128.41	139885	01/05/2023
		1279350	MEDICAL SUPPLIES	1	12/28/2022	13.35	.00	13.35	139939	01/12/2023
		1280361	MEDICAL SUPPLIES - RE	1	12/30/2022	465.00	.00	465.00	139939	01/12/2023
		1284981	MEDICAL SUPPLIES	1	01/16/2023	764.88	.00	764.88	140037	01/27/2023
		1285851	MEDICAL SUPPLIES	1	01/18/2023	95.04	.00	95.04	140037	01/27/2023
		1286524	MEDICAL SUPPLIES	1	01/19/2023	222.75	.00	222.75	140037	01/27/2023
Total 13118:						2,689.43	.00	2,689.43		

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
13279	STUDIO R MEDIA	3764	TOYS 4 KIDS MEDALS	1	12/22/2022	152.69	.00	152.69	139948	01/12/2023
		3815	NAME PLATE: HAILEE LE	1	01/17/2023	6.00	.00	6.00	140012	01/19/2023
		3829	DADDY DAUGHTER TICK	1	01/23/2023	37.00	.00	37.00	140049	01/27/2023
Total 13279:						195.69	.00	195.69		
13302	HONEY BUCKET	0553243173	TOILET FOR COMPOST -	1	01/03/2023	119.90	.00	119.90	139877	01/05/2023
Total 13302:						119.90	.00	119.90		
13317	STERICYCLE, INC.	8003181063	#1000232601 - SHREDDE	1	01/25/2023	67.81	.00	67.81	140048	01/27/2023
Total 13317:						67.81	.00	67.81		
13410	UTAH DEPARTMENT OF	23H5000747	MEDICAID AMBULANCE	1	01/17/2023	9,248.72	.00	9,248.72	140052	01/27/2023
Total 13410:						9,248.72	.00	9,248.72		
13435	MK SOLUTIONS, INC.	71849	SERVICE AGREEMENT	1	01/02/2023	1,530.08	.00	1,530.08	139943	01/12/2023
		71850	LIBSOFT PLUS SOFTWA	1	01/02/2023	1,594.00	.00	1,594.00	139943	01/12/2023
Total 13435:						3,124.08	.00	3,124.08		
13603	AUTOZONE PARTS, INC	3692033009	CLAMP PLIERS, SOCKET	1	12/22/2022	87.37	.00	87.37	139863	01/05/2023
		3692044749	WIPER BLADES FOR T65	1	01/18/2023	39.98	.00	39.98	140020	01/27/2023
Total 13603:						127.35	.00	127.35		
13624	FIDELITY SECURITY LIFE	8031	VISION - JANUARY 2023	1	12/27/2022	382.31	.00	382.31	139872	01/05/2023
		8145	VISION - FEBRUARY 2023	1	01/25/2023	404.20	.00	404.20	140026	01/27/2023
Total 13624:						786.51	.00	786.51		
13745	CNH INDUSTRIAL ACCO	CA48547	NUTS, BOLTS, WASHERS	1	01/05/2023	22.92	.00	22.92	140004	01/19/2023
Total 13745:						22.92	.00	22.92		
14103	JACK'S TIRE & OIL	22-0322355-	NEW TIRES FOR 10 WHE	1	12/08/2022	3,250.38	.00	3,250.38	139880	01/05/2023
Total 14103:						3,250.38	.00	3,250.38		
14151	ADVANTAGE DENTAL SE	3074	NOVEMBER & DECEMBE	1	12/23/2022	443.75	.00	443.75	139861	01/05/2023
Total 14151:						443.75	.00	443.75		
14466	DIV. OF WASTE MANAGE	7779	4TH QUARTER SOLID WA	1	01/09/2023	125.00	.00	125.00	139924	01/12/2023
Total 14466:						125.00	.00	125.00		
14547	AMERICAN REFRIGERATI	03143	CONV. BLOWER MOTOR	1	12/17/2022	49.50	.00	49.50	139983	01/19/2023
		03143	CONV. BLOWER MOTOR	2	12/17/2022	115.50	.00	115.50	139983	01/19/2023
Total 14547:						165.00	.00	165.00		
14604	ZOOBEAN INC.	27478	BEANSTACK & RENEWAL	1	01/20/2023	795.00	.00	795.00	140017	01/19/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 14604:						795.00	.00	795.00		
14625	COLLABORATIVE SUMM	25121	TOTE BAGS, T-SHIRTS, B	1	01/11/2023	423.40	.00	423.40	139989	01/19/2023
		25121	BAGS	2	01/11/2023	100.00	.00	100.00	139989	01/19/2023
		25121	BANNER, BAGS, TATTOO	3	01/11/2023	336.80	.00	336.80	139989	01/19/2023
		25121	BAGS & MUGS	4	01/11/2023	109.60	.00	109.60	139989	01/19/2023
Total 14625:						969.80	.00	969.80		
14658	LANDMARK DESIGN	2D	WAYFINDING PLANNING	1	01/04/2023	1,498.00	.00	1,498.00	139938	01/12/2023
		4A	AFFORDABLE HOUSING	1	01/04/2023	4,887.50	.00	4,887.50	139938	01/12/2023
Total 14658:						6,385.50	.00	6,385.50		
14669	SECURLYFT	523	MONTHLY SUBSCRIPTIO	1	01/09/2023	1,238.00	.00	1,238.00	139947	01/12/2023
Total 14669:						1,238.00	.00	1,238.00		
14687	FUEL NETWORK	F2306E0102	INSPECTION	1	01/04/2023	112.64	.00	112.64	139926	01/12/2023
		F2306E0102	PARKS	2	01/04/2023	210.26	.00	210.26	139926	01/12/2023
		F2306E0102	AMBULANCE	3	01/04/2023	1,765.30	.00	1,765.30	139926	01/12/2023
		F2306E0102	FIRE	4	01/04/2023	212.13	.00	212.13	139926	01/12/2023
		F2306E0102	POLICE	5	01/04/2023	2,417.26	.00	2,417.26	139926	01/12/2023
		F2306E0102	SENIOR	6	01/04/2023	389.44	.00	389.44	139926	01/12/2023
		F2306E0102	WATER	7	01/04/2023	205.00	.00	205.00	139926	01/12/2023
		F2306E0102	SEWER	8	01/04/2023	116.75	.00	116.75	139926	01/12/2023
		F2306E0102	STORM	9	01/04/2023	102.49	.00	102.49	139926	01/12/2023
		F2306E0102	COMPOST	10	01/04/2023	132.19	.00	132.19	139926	01/12/2023
		F2306E0102	STREET	11	01/04/2023	1,901.05	.00	1,901.05	139926	01/12/2023
Total 14687:						7,564.51	.00	7,564.51		
14762	TMOBILE USA	20221201130	ECF HOTSPOTS FOR 10/	1	01/05/2023	1,200.00	.00	1,200.00	139949	01/12/2023
Total 14762:						1,200.00	.00	1,200.00		
14776	LABOR COMMISSION	23E0000000	ELEVATOR INSPECTION	1	12/30/2022	85.00	.00	85.00	139937	01/12/2023
Total 14776:						85.00	.00	85.00		
14871	MEYER, DUSTIN	8518	PICKLEBALL REFUND	1	01/23/2023	15.00	.00	15.00	140038	01/27/2023
Total 14871:						15.00	.00	15.00		
14881	AMAZON CAPITAL SERVI	146R-HCLT-6	1 JF Book	1	12/01/2022	14.99	.00	14.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	2	12/01/2022	17.99	.00	17.99	139862	01/05/2023
		146R-HCLT-6	1 AF Bppl	3	12/01/2022	17.99	.00	17.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	4	12/01/2022	6.99	.00	6.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	5	12/01/2022	8.99	.00	8.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	6	12/01/2022	8.99	.00	8.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	7	12/01/2022	6.99	.00	6.99	139862	01/05/2023
		146R-HCLT-6	1 JF Book Replacement	8	12/01/2022	15.99	.00	15.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	9	12/01/2022	8.99	.00	8.99	139862	01/05/2023
		146R-HCLT-6	1 JF Book Replacement	10	12/01/2022	14.85	.00	14.85	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	11	12/01/2022	8.99	.00	8.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	12	12/01/2022	8.99	.00	8.99	139862	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		146R-HCLT-6	1 AF Book Staff Program	13	12/01/2022	7.86	.00	7.86	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	14	12/01/2022	7.99	.00	7.99	139862	01/05/2023
		146R-HCLT-6	1 JF Book Replacement	15	12/01/2022	15.99	.00	15.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	16	12/01/2022	7.95	.00	7.95	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	17	12/01/2022	6.99	.00	6.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	18	12/01/2022	7.99	.00	7.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book Staff Program	19	12/01/2022	5.33	.00	5.33	139862	01/05/2023
		146R-HCLT-6	1 JNF Book -- Math Kit	20	12/01/2022	6.45	.00	6.45	139862	01/05/2023
		146R-HCLT-6	1 Teen Book	21	12/01/2022	15.99	.00	15.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	22	12/01/2022	20.38	.00	20.38	139862	01/05/2023
		146R-HCLT-6	1 AF Book	23	12/01/2022	19.98	.00	19.98	139862	01/05/2023
		146R-HCLT-6	1 AF Book	24	12/01/2022	21.99	.00	21.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	25	12/01/2022	25.19	.00	25.19	139862	01/05/2023
		146R-HCLT-6	1 JF Book	26	12/01/2022	16.99	.00	16.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	27	12/01/2022	17.99	.00	17.99	139862	01/05/2023
		146R-HCLT-6	1 JF Book Replacement	28	12/01/2022	15.99	.00	15.99	139862	01/05/2023
		146R-HCLT-6	1 DVD	29	12/01/2022	24.96	.00	24.96	139862	01/05/2023
		146R-HCLT-6	1 AF Book	30	12/01/2022	29.99	.00	29.99	139862	01/05/2023
		146R-HCLT-6	1 JF Book Replacement	31	12/01/2022	13.43	.00	13.43	139862	01/05/2023
		146R-HCLT-6	1 JF Book	32	12/01/2022	3.99	.00	3.99	139862	01/05/2023
		146R-HCLT-6	1 JF Book	33	12/01/2022	4.99	.00	4.99	139862	01/05/2023
		146R-HCLT-6	1 JF Book Replacement	34	12/01/2022	15.80	.00	15.80	139862	01/05/2023
		146R-HCLT-6	1 ANF Book	35	12/01/2022	12.41	.00	12.41	139862	01/05/2023
		146R-HCLT-6	1 AF Book	36	12/01/2022	17.99	.00	17.99	139862	01/05/2023
		146R-HCLT-6	1 JF Book	37	12/01/2022	7.04	.00	7.04	139862	01/05/2023
		146R-HCLT-6	1 Teen Book	38	12/01/2022	16.99	.00	16.99	139862	01/05/2023
		146R-HCLT-6	1 Teen Book	39	12/01/2022	16.99	.00	16.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	40	12/01/2022	16.99	.00	16.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	41	12/01/2022	20.49	.00	20.49	139862	01/05/2023
		146R-HCLT-6	1 AF Book	42	12/01/2022	17.99	.00	17.99	139862	01/05/2023
		146R-HCLT-6	Plastic containers-Children	43	12/01/2022	15.99	.00	15.99	139862	01/05/2023
		146R-HCLT-6	Packaging Tape	44	12/01/2022	33.33	.00	33.33	139862	01/05/2023
		146R-HCLT-6	Cardstock	45	12/01/2022	31.98	.00	31.98	139862	01/05/2023
		146R-HCLT-6	Laminating Pouches	46	12/01/2022	20.89	.00	20.89	139862	01/05/2023
		146R-HCLT-6	Cardstock	47	12/01/2022	26.99	.00	26.99	139862	01/05/2023
		146R-HCLT-6	Spine Labels	48	12/01/2022	19.70	.00	19.70	139862	01/05/2023
		146R-HCLT-6	1 JF Book	49	12/01/2022	20.52	.00	20.52	139862	01/05/2023
		146R-HCLT-6	1 AF Book Replacement	50	12/01/2022	20.99	.00	20.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	51	12/01/2022	20.29	.00	20.29	139862	01/05/2023
		146R-HCLT-6	1 AF Book	52	12/01/2022	12.98	.00	12.98	139862	01/05/2023
		146R-HCLT-6	1 AF Book	53	12/01/2022	19.99	.00	19.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	54	12/01/2022	19.98	.00	19.98	139862	01/05/2023
		146R-HCLT-6	1 AF Book	55	12/01/2022	23.99	.00	23.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	56	12/01/2022	23.99	.00	23.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	57	12/01/2022	19.10	.00	19.10	139862	01/05/2023
		146R-HCLT-6	1 AF Book	58	12/01/2022	21.91	.00	21.91	139862	01/05/2023
		146R-HCLT-6	1 JF Book	59	12/01/2022	6.25	.00	6.25	139862	01/05/2023
		146R-HCLT-6	1 AF Book	60	12/01/2022	13.10	.00	13.10	139862	01/05/2023
		146R-HCLT-6	1 AF Book	61	12/01/2022	26.09	.00	26.09	139862	01/05/2023
		146R-HCLT-6	1 AF Book	62	12/01/2022	11.99	.00	11.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	63	12/01/2022	10.99	.00	10.99	139862	01/05/2023
		146R-HCLT-6	1 Teen Book	64	12/01/2022	14.99	.00	14.99	139862	01/05/2023
		146R-HCLT-6	1 AF Book	65	12/01/2022	13.99	.00	13.99	139862	01/05/2023
		146R-HCLT-6	1 Teen Book	66	12/01/2022	13.99	.00	13.99	139862	01/05/2023
		146R-HCLT-6	1 Teen Book	67	12/01/2022	14.99	.00	14.99	139862	01/05/2023
		146R-HCLT-6	1 Teen Book	68	12/01/2022	15.99	.00	15.99	139862	01/05/2023
		146R-HCLT-6	1 Teen Book	69	12/01/2022	13.35	.00	13.35	139862	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
		146R-HCLT-6	1 AF Book	70	12/01/2022	13.95	.00	13.95	139862	01/05/2023	
		146R-HCLT-6	1 Teen Book	71	12/01/2022	14.99	.00	14.99	139862	01/05/2023	
		146R-HCLT-6	1 Teen Book	72	12/01/2022	14.99	.00	14.99	139862	01/05/2023	
		146R-HCLT-6	1 AF Book	73	12/01/2022	11.99	.00	11.99	139862	01/05/2023	
		146R-HCLT-6	1 Teen Book	74	12/01/2022	13.99	.00	13.99	139862	01/05/2023	
		146R-HCLT-6	Beads Christmas Party	75	12/01/2022	10.99	.00	10.99	139862	01/05/2023	
		146R-HCLT-6	1 AF Book	76	12/01/2022	16.43	.00	16.43	139862	01/05/2023	
		146R-HCLT-6	Buttons Christmas Party	77	12/01/2022	17.38	.00	17.38	139862	01/05/2023	
		146R-HCLT-6	1 ANF Book	78	12/01/2022	14.98	.00	14.98	139862	01/05/2023	
		146R-HCLT-6	1 AF Book	79	12/01/2022	20.99	.00	20.99	139862	01/05/2023	
		146R-HCLT-6	1 JF Book	80	12/01/2022	8.98	.00	8.98	139862	01/05/2023	
		146R-HCLT-6	Glue Dots	81	12/01/2022	20.29	.00	20.29	139862	01/05/2023	
		146R-HCLT-6	Pipe Cleaners	82	12/01/2022	20.62	.00	20.62	139862	01/05/2023	
		146R-HCLT-6	Beads	83	12/01/2022	14.99	.00	14.99	139862	01/05/2023	
		146R-HCLT-6	1 AF Book	84	12/01/2022	5.99	.00	5.99	139862	01/05/2023	
		146R-HCLT-6	1 AF Book	85	12/01/2022	16.39	.00	16.39	139862	01/05/2023	
		146R-HCLT-6	1 AF Book	86	12/01/2022	21.99	.00	21.99	139862	01/05/2023	
		146R-HCLT-6	1 JF Book Replacement	87	12/01/2022	11.99	.00	11.99	139862	01/05/2023	
		146R-HCLT-6	Puzzle	88	12/01/2022	36.99	.00	36.99	139862	01/05/2023	
		146R-HCLT-6	Puzzle	89	12/01/2022	36.99	.00	36.99	139862	01/05/2023	
		Total 14881:					1,436.08	.00	1,436.08		
14927	STANDARD INSURANCE	8034	LIFE, AD&D - JANUARY 2	1	01/03/2023	1,531.13	.00	1,531.13	139899	01/05/2023	
		8034	LTD - JANUARY 2023	2	01/03/2023	1,060.99	.00	1,060.99	139899	01/05/2023	
		8143	LIFE, AD&D - FEBRUARY	1	01/23/2023	1,777.81	.00	1,777.81	140047	01/27/2023	
		8143	LTD - FEBRUARY 2023	2	01/23/2023	1,243.71	.00	1,243.71	140047	01/27/2023	
		Total 14927:					5,613.64	.00	5,613.64		
14940	MIDWEST TAPE, LLC	503176619	DIGITAL PAYMENT	1	12/31/2022	312.55	.00	312.55	139941	01/12/2023	
		Total 14940:					312.55	.00	312.55		
14988	MOPA, LLC.	22-8515	PROGRAMMING STATIO	1	12/14/2022	150.00	.00	150.00	139889	01/05/2023	
		Total 14988:					150.00	.00	150.00		
15017	REDKOR BRANDS	210952	TREMONTON CITY BRAN	1	01/04/2023	11,593.20	.00	11,593.20	139894	01/05/2023	
		Total 15017:					11,593.20	.00	11,593.20		
15050	RON KELLER TIRE, INC.	T-105934	TIRE FOR BACKHOE	1	12/28/2022	399.00	.00	399.00	139895	01/05/2023	
		T-106078	TIRES, VALVE STEMS, DI	1	01/06/2023	982.64	.00	982.64	140007	01/19/2023	
		Total 15050:					1,381.64	.00	1,381.64		
15137	MOHRMAN, SARA	10	DOWNTOWN MANAGEM	1	01/24/2023	2,083.00	.00	2,083.00	140039	01/27/2023	
		11	SOCIAL MEDIA MANAGE	1	01/24/2023	352.78	.00	352.78	140039	01/27/2023	
		11	SOCIAL MEDIA MANAGE	2	01/24/2023	352.78	.00	352.78	140039	01/27/2023	
		11	SOCIAL MEDIA MANAGE	3	01/24/2023	352.77	.00	352.77	140039	01/27/2023	
		7	DOWNTOWN MANAGEM	1	12/23/2022	2,083.00	.00	2,083.00	139888	01/05/2023	
		8	SOCIAL MEDIA MANAGE	1	12/23/2022	352.78	.00	352.78	139888	01/05/2023	
		8	SOCIAL MEDIA MANAGE	2	12/23/2022	352.78	.00	352.78	139888	01/05/2023	
		8	SOCIAL MEDIA MANAGE	3	12/23/2022	352.77	.00	352.77	139888	01/05/2023	
		8037	GIFT CARDS FOR STUDE	1	01/03/2023	140.00	.00	140.00	139888	01/05/2023	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 15137:						6,422.66	.00	6,422.66		
15170	RICHARDS, CREW	6089	RESTITUTION #22100009	1	01/13/2023	288.00	.00	288.00	140006	01/19/2023
Total 15170:						288.00	.00	288.00		
15172	BOX ELDER COUNTY AT	CELLEBRIT	CELLBRITE SOFTWARE	1	12/13/2022	2,000.00	.00	2,000.00	139864	01/05/2023
Total 15172:						2,000.00	.00	2,000.00		
15173	HONOS	1201	TEAM WENDY HELMET -	1	12/13/2022	584.00	.00	584.00	139878	01/05/2023
Total 15173:						584.00	.00	584.00		
15174	MERKLEY, MEGAN	4497	WELLNESS CLASS	1	12/29/2022	65.00	.00	65.00	139886	01/05/2023
Total 15174:						65.00	.00	65.00		
15175	TIMECLOCK PLUS, LLC	INV0023838	ALADTEC PROFESSIONA	1	12/29/2022	3,840.00	.00	3,840.00	139901	01/05/2023
Total 15175:						3,840.00	.00	3,840.00		
15176	REDFORD, JORDAN	100	20 LEATHER/WOOD ORN	1	12/21/2022	100.00	.00	100.00	139893	01/05/2023
Total 15176:						100.00	.00	100.00		
15177	STAKER PARSON COMP	5997431	33.99 TONS ICE SLICER	1	12/14/2022	2,119.23	.00	2,119.23	140010	01/19/2023
		6004492	33.99 TONS ICE SLICER	1	01/03/2023	2,474.47	.00	2,474.47	140010	01/19/2023
Total 15177:						4,593.70	.00	4,593.70		
15178	GLORIA DEANA MILLWAR	8054	REFUND ON DEPOSIT A	1	01/04/2023	16.20	.00	16.20	139928	01/12/2023
Total 15178:						16.20	.00	16.20		
15179	MCFARLAND, ALEX	8055	REFUND ON DEPOSIT A	1	01/04/2023	34.37	.00	34.37	139940	01/12/2023
Total 15179:						34.37	.00	34.37		
15180	WILSON, BRENDA	8053	REFUND ON DEPOSIT A	1	01/04/2023	39.05	.00	39.05	139951	01/12/2023
Total 15180:						39.05	.00	39.05		
15181	BITNEY, CARLY JO	8513	JR JAZZ REFUND	1	01/05/2023	20.00	.00	20.00	139913	01/12/2023
Total 15181:						20.00	.00	20.00		
15182	CALL, JENNY	8512	ALL BALL REFUND	1	01/05/2023	15.00	.00	15.00	139918	01/12/2023
Total 15182:						15.00	.00	15.00		
15183	FUELMAN	NP63597278	INSPECTION	1	01/02/2023	58.11	.00	.00	139927	Multiple
		NP63597278	AMBULANCE	2	01/02/2023	1,174.17	.00	.00	139927	Multiple
		NP63597278	FIRE	3	01/02/2023	267.93	.00	.00	139927	Multiple
		NP63597278	POLICE	4	01/02/2023	949.83	.00	.00	139927	Multiple
		NP63597278	WATER	5	01/02/2023	133.75	.00	.00	139927	Multiple

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
		NP63597278	SEWER	6	01/02/2023	101.63	.00	.00	139927	Multiple	
		NP63597278	COMPOST	7	01/02/2023	320.69	.00	.00	139927	Multiple	
		NP63597278	STREET	8	01/02/2023	288.51	.00	.00	139927	Multiple	
		NP63597278	INSPECTION	9	01/02/2023	58.11-					
		NP63597278	AMBULANCE	10	01/02/2023	1,174.17-					
		NP63597278	FIRE	11	01/02/2023	267.93-					
		NP63597278	POLICE	12	01/02/2023	949.83-					
		NP63597278	WATER	13	01/02/2023	133.75-					
		NP63597278	SEWER	14	01/02/2023	101.63-					
		NP63597278	COMPOST	15	01/02/2023	320.69-					
		NP63597278	STREET	16	01/02/2023	288.51-					
		NP63597278	INSPECTION	1	01/02/2023	58.11	.00	58.11	11223	01/13/2023	
		NP63597278	AMBULANCE	2	01/02/2023	1,174.17	.00	1,174.17	11223	01/13/2023	
		NP63597278	FIRE	3	01/02/2023	267.93	.00	267.93	11223	01/13/2023	
		NP63597278	POLICE	4	01/02/2023	949.83	.00	949.83	11223	01/13/2023	
		NP63597278	WATER	5	01/02/2023	133.75	.00	133.75	11223	01/13/2023	
		NP63597278	SEWER	6	01/02/2023	101.63	.00	101.63	11223	01/13/2023	
		NP63597278	COMPOST	7	01/02/2023	320.69	.00	320.69	11223	01/13/2023	
		NP63597278	STREET	8	01/02/2023	288.51	.00	288.51	11223	01/13/2023	
		Total 15183:					3,294.62	.00	3,294.62		
15184	RICHARD & TONYA BUDD	5735	REFUND CREDIT ON TCA	1	01/17/2023	50.00	.00	50.00	140005	01/19/2023	
		Total 15184:					50.00	.00	50.00		
15185	ALPHAGRAPHICS	OR-293763	BRAND PLAYBOOKS	1	01/05/2023	394.02	.00	394.02	139981	01/19/2023	
		Total 15185:					394.02	.00	394.02		
15186	PARKER, STEPHANIE	9756	FAIRY TEA - WALMART	1	01/17/2023	31.26	.00	31.26	140003	01/19/2023	
		9759	WALMART - FAIRY TEA	1	01/24/2023	96.59	.00	96.59	140042	01/27/2023	
		Total 15186:					127.85	.00	127.85		
15187	NOBLE, LEWIS	012023	FIRE CHIEF INTERVIEW	1	01/20/2023	1,365.40	.00	1,365.40	140018	01/24/2023	
		Total 15187:					1,365.40	.00	1,365.40		
15188	JOHNSON, KARA	8519	PICKLEBALL REFUND	1	01/23/2023	15.00	.00	15.00	140033	01/27/2023	
		Total 15188:					15.00	.00	15.00		
15189	RIEFFER, CHRIS	012023	REIMBURSEMENT FOR F	1	01/20/2023	751.74	.00	751.74	140044	01/27/2023	
		Total 15189:					751.74	.00	751.74		
15190	STACCATO 2011, LLC.	179154	9MM PISTOL	1	01/16/2023	3,356.18	.00	3,356.18	140046	01/27/2023	
		Total 15190:					3,356.18	.00	3,356.18		
15191	VIKING-CIVES MIDWEST,	102636	PARTS TO REPAIR SAND	1	01/05/2023	2,317.49	.00	2,317.49	140055	01/27/2023	
		Total 15191:					2,317.49	.00	2,317.49		
		Grand Totals:					1,243,267.	.00	1,243,267.		

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
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Report Criteria:

Detail report type printed

**TREMONTON CITY
CITY COUNCIL MEETING
MARCH 7, 2023**

TITLE:	Discussion and consideration of adopting Resolution No. 23-11 ratifying the Jasim Trucking Subdivision and Site Development Agreement
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, City Manager

WHO, WHAT, WHY:

The City Development Code requires that subdivision approvals are formalized with a development agreement. As you know, the City Council has adopted a template subdivision development agreement with the majority of terms applicable for every subdivision approval.

The only individual terms specific to the development are in the Special Conditions section of the development agreement. For your convenience, the Jasim Trucking Subdivision and Site Plan special conditions are on the following pages.

SECTION 2. SPECIAL CONDITIONS

- Development Processing/Application Fees. The Developer agrees to pay the development application review fees contained in the City's Consolidated Fee Schedule as follows, prior to performing any site work:
 - Preliminary Plat Fee. A fee of \$158.00, which is \$150 plus \$4.00 per lot.
 - Final Plat Fee. A fee of \$290.00, which is \$250 plus \$40.00 per lot.
 - Site Plan Fee. A fee of \$350.00.
 - Construction Drawings. A fee of \$3,083.36, which is ½ of 1% of the estimated costs of the improvements.

- Fee in Lieu for Street Lights. The Developer agrees to pay a fee in lieu in the amount of \$7,000 for two (2) street lights prior performing any site work.

- Fee In Lieu for Sidewalk. The Developer agrees to pay a fee in lieu in the amount of \$8,500.00 for sidewalk and ADA ramps for the 2000 West frontage improvements.

- Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the City acknowledges that the Developer has dedicated to Tremonton City a total of .7 water shares in the Bear River Canal Company prior to signing the Agreement associated with the 26,106 square feet of landscaped area shown on the approved site plan.

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

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

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

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

- Mechanical Equipment. In accordance with Section 1.26.040 E of the Tremonton City Land Use Code, all mechanical equipment shall be located or screened and/or other measures taken so as not to be visible from any public or private streets. Screens shall be aesthetically incorporated into the design of the building whether located on the ground or roof. Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view. Measures taken to mitigate mechanical equipment from view, other than screening, such as painting of the mechanical equipment shall be approved by the Zoning Administrator. Screening materials or painting of mechanical equipment shall conform to the color scheme of the primary building.
- Enclosed Uses. In accordance with Section 1.26.040 E of the Tremonton City Land Use Code, the Developer agrees and covenants that all uses established for this Development shall be conducted entirely within a fully enclosed approved building except those uses deemed by the Zoning Administrator to be customarily and appropriately conducted in the open or as otherwise allowed in other Sections and Chapters of the Land Use Code.
- Exterior Materials. In accordance with Section 1.26.040 E of the Tremonton City Land Use Code, the Developer agrees and covenants that color of all commercial buildings is subject to City approval. The dominant overall color scheme of the building shall generally be subtle, subdued, low reflectance, neutral or earth tones. Brighter primary colors may be used as accent elements, such as door and window frames and architectural details. Fluorescent or metallic colors are only allowed as signage. Building elevations shall be submitted and approved by the Zoning Administrator that indicate all colors, styles, materials and other proposed building treatments once the plans are finalized.
- Off Site Improvements. The Developer agrees and covenants to construct off site access improvements in accordance with the approved site plan on lot number six (6), with the surface improvements constructed on lot number five (5).
- Configuration and Dimensions of Parking Stalls. The approved site plan which includes parking lot has been approved in accordance with the Tremonton City Land Use Code. The Developer and their successor of interest agrees and covenants not to change the configuration of parking lot or and change the dimensions or locations of parking stalls

by restriping the stalls without first receiving approval from the Tremonton City Development Review Committee.

- Landscaping of Building Pad. The Development agrees upon signing this Agreement to immediately construct the parking lot and landscape improvements according to the approved site plan. The Developer agrees to construct a building in accordance with the approved site plan within eighteen (18) months from signing this Development Agreement. If a building is not constructed within the stated eighteen (18) months the Developer agrees to cover the entire future building pad, and parking stalls that immediately surrounds the building with road base gravel.
- Withholding Business License. In addition to any other remedies allowed by this Agreement, the Developer agrees that the City is authorized to withholding issuing or renewing a business license for the violation of any term within this Development Agreement, until the Developer has remedied the violation.

RESOLUTION NO. 23-11

A RESOLUTION OF TREMONTON CITY CORPORATION RATIFYING THE JASIM TRUCKING SUBDIVISION AND SITE 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 Jasim Trucking Subdivision and 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 Jasim Trucking Subdivision and Site Development Agreement is ratified as attached in Exhibit “A.”

Adopted and passed by the governing body of Tremonton City Corporation this 7th day of March 2023.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"

**JASIM TRUCKING
SUBDIVISION AND SITE DEVELOPMENT AGREEMENT**

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this 17 day of February, 2023, by and between the TREMONTON CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and MOONLIGHT TRANSPORTATION, 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:

LOT 5 OF THE AMEND AND EXTEND BEAR RIVER HEALTH DEPARTMENT SUBDIVISION FIRST AMENDMENT "AMENDING LOT 3" CONTAINING 2.00 ACRES.

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

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

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

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

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

SECTION 1. GENERAL CONDITIONS

A. **Development Activities.** The terms of this Agreement shall govern all development activities of the Developer pertaining to the Property. For the purposes of this Agreement, "development activities" shall include, pursuant to Utah Code Annotated (hereinafter "UCA") § 10-9a-103(8), but be not limited to, the following: any change in the use

Entry No. 461475
02/23/2023 04:26:12 PM
AGREEMENT For: MOONLIGHT TRANSPORTATION LLC
Chad Montgomery, Box Elder County Utah Recorder
B: 1548 P: 0766
FEE \$40.00
Pages: 23

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 development application review fees contained in the City's Consolidated Fee Schedule as follows, prior to performing any site work:
 - Preliminary Plat Fee. A fee of \$158.00, which is \$150 plus \$4.00 per lot.
 - Final Plat Fee. A fee of \$290.00, which is \$250 plus \$40.00 per lot.
 - Site Plan Fee. A fee of \$350.00.
 - Construction Drawings. A fee of \$3,083.36, which is ½ of 1% of the estimated costs of the improvements.
- Fee in Lieu for Street Lights. The Developer agrees to pay a fee in lieu in the amount of \$7,000 for two (2) street lights prior performing any site work.
- Fee In Lieu for Sidewalk. The Developer agrees to pay a fee in lieu in the amount of \$8,500.00 for sidewalk and ADA ramps for the 2000 West frontage improvements.
- Bear River Water Canal Shares. In accordance with Section 2.06.105 of the Tremonton City Land Use Code, the City acknowledges that the Developer has dedicated to Tremonton City a total of .7 water shares in the Bear River Canal Company prior to signing the Agreement associated with the 26,106 square feet of landscaped area shown on the approved site plan.
- Open Trench & UTOPIA. In accordance with Section 2.06.060 of the Tremonton City Land Use Code, the Developer shall give written notice to utility companies, including UTOPIA, a minimum of ten (10) days prior to the availability of access to open trenches. Tremonton City currently has the following individuals as UTOPIA representatives to coordinate the open trench:

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

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

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

- Mechanical Equipment. In accordance with Section 1.26.040 E of the Tremonton City Land Use Code, all mechanical equipment shall be located or screened and/or other measures taken so as not to be visible from any public or private streets. Screens shall be aesthetically incorporated into the design of the building whether located on the ground or roof. Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view. Measures taken to mitigate mechanical equipment from view, other than screening, such as painting of the mechanical equipment shall be approved by the Zoning Administrator. Screening materials or painting of mechanical equipment shall conform to the color scheme of the primary building.
- Enclosed Uses. In accordance with Section 1.26.040 E of the Tremonton City Land Use Code, the Developer agrees and covenants that all uses established for this Development shall be conducted entirely within a fully enclosed approved building except those uses deemed by the Zoning Administrator to be customarily and appropriately conducted in the open or as otherwise allowed in other Sections and Chapters of the Land Use Code.
- Exterior Materials. In accordance with Section 1.26.040 E of the Tremonton City Land Use Code, the Developer agrees and covenants that color of all commercial buildings is subject to City approval. The dominant overall color scheme of the building shall generally be subtle, subdued, low reflectance, neutral or earth tones. Brighter primary colors may be used as accent elements, such as door and window frames and architectural details. Fluorescent or metallic colors are only allowed as signage. Building elevations shall be submitted and approved by the Zoning Administrator that indicate all colors, styles, materials and other proposed building treatments once the plans are finalized.
- Off Site Improvements. The Developer agrees and covenants to construct off site access improvements in accordance with the approved site plan on lot number six (6), with the surface improvements constructed on lot number five (5).
- Configuration and Dimensions of Parking Stalls. The approved site plan which includes parking lot has been approved in accordance with the Tremonton City Land Use Code. The Developer and their successor of interest agrees and covenants not to change the configuration of parking lot or and change the dimensions or locations of parking stalls

by restriping the stalls without first receiving approval from the Tremonton City Development Review Committee.

- Landscaping of Building Pad. The Development agrees upon signing this Agreement to immediately construct the parking lot and landscape improvements according to the approved site plan. The Developer agrees to construct a building in accordance with the approved site plan within eighteen (18) months from signing this Development Agreement. If a building is not constructed within the stated eighteen (18) months the Developer agrees to cover the entire future building pad, and parking stalls that immediately surrounds the building with road base gravel.
- Withholding Business License. In addition to any other remedies allowed by this Agreement, the Developer agrees that the City is authorized to withholding issuing or renewing a business license for the violation of any term within this Development Agreement, until the Developer has remedied the violation.

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, OSHA, 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: Moonlight Transportation, LLC

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

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

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: Moonlight transportation, LLC

By: [Signature]

Print Name: Ashraf Jasim

OWNER:

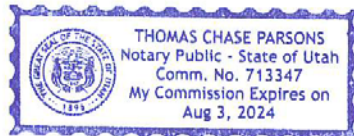
By: [Signature]

Print Name: Ashraf Jasim

Developer/Owner Acknowledgment:

State of Utah)
County of Salt Lake) §

On this 17 day of February in the year 20 23, before me Thomas Chase Parsons
a notary public, personally appeared Ashraf Jasim,
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.



[Signature]
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

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

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" ESTIMATE FOR COST OF IMPROVEMENTS

RUPP TRUCKING ENT INC.

7905 WEST 9600 NORTH
TREMONTON, UT 84337

Telephone 435-257-7333
Fax 435-257-1812

**JASIM TRUCKING
 BID PER NEW PLAN 8.30.22 & 4" Heavy Asphalt
 LANDSCAPE INCLUDED AS A BUDGET ONLY**

Quantity Unit Amount Total Amount

ONSITE IMPROVEMENTS

1	Mobilization	1	LS	\$3,000.00	\$3,000.00
2	Clear & Site Prep - 6" Strippings	4,000	CY	\$10.00	\$40,000.00
3	Fill Site to Bottom of Granular Borrow & Building Sub Grade	4,000	TN	\$14.00	\$56,000.00
4	8" Scarify & Compaction	1,911	SF	\$0.20	\$382.20
5	8" UTBC - Truck Docks & Aprons	50	TN	\$18.00	\$900.00
6	6" Heavy Duty Concrete Paving - *By Others N.I.B	1,911	SF	\$0.00	\$0.00
7	Tapered Retaining Wall - *By Others N.I.B	140	LF	\$0.00	\$0.00
8	Standard Concrete Curb & Gutter Inc Base & Sub	1,476	LF	\$27.64	\$40,796.64
9	Standard Concrete Sidewalk Inc Base	1,246	SF	\$7.22	\$8,996.12
10	8" Scarify & Compaction - Parking Lot	8,700	SF	\$0.20	\$1,740.00
11	6" Pit Run - Parking Lot	310	TN	\$14.00	\$4,340.00
12	4" UTBC - Parking Lot	210	TN	\$18.00	\$3,780.00
13	3" Asphalt - Parking Lot	8,700	SF	\$1.45	\$12,615.00
14	8" Scarify & Compaction - Heavy Duty Asphalt On-Site	38,300	SF	\$0.20	\$7,660.00
15	14" Pit Run - Heavy Duty Asphalt On-Site	3,100	TN	\$14.00	\$43,400.00
16	4" UTBC - Heavy Duty Asphalt On-Site	900	TN	\$18.00	\$16,200.00
17	4" Asphalt - Heavy Duty On-Site	38,300	SF	\$1.64	\$62,812.00
18	8" Scarify & Compaction - Heavy Duty Asphalt Off-Site	9,250	SF	\$0.20	\$1,850.00
19	14" Pit Run - Heavy Duty Asphalt Off-Site	750	TN	\$14.00	\$10,500.00
20	4" UTBC - Heavy Duty Asphalt Off-Site	220	TN	\$18.00	\$3,960.00
21	4" Asphalt - Heavy Duty Off-Site	9,250	SF	\$1.64	\$15,170.00
22	Compaction Testing	1	LS	\$3,000.00	\$3,000.00
	Dumpster Enclosure Inc Concrete & Base Only - *Ballards & Gates by Others	186	SF	\$55.85	\$10,388.10
	4" Sewer Lateral	154	LF	\$44.46	\$6,846.84
	Connect to Existing Sewer Main	1	LS	\$5,000.10	\$5,000.10
	Saw Cut Asphalt Road Sewer 2000 West	100	LF	\$4.00	\$400.00
	Asphalt Patch for Sewer on 2000 W	350	SF	\$10.00	\$3,500.00
	Trench Fill Material for Sewer	218	TN	\$14.00	\$3,052.00
	Pipe Bedding for Sewer	76	TN	\$18.00	\$1,368.00
	1" Water Service	1	EA	\$6,369.08	\$6,369.08
	Connect to Existing Water Main	1	EA	\$3,500.00	\$3,500.00
	Saw Cut Asphalt Road Water 2000 West	110	LF	\$4.00	\$440.00
	Asphalt Patch for Water on 2000 W	306	SF	\$10.00	\$3,060.00
	Trench Fill Material for Water	94	TN	\$14.00	\$1,316.00
	Pipe Bedding for Water	43	TN	\$18.00	\$774.00
	Traffic Control	1	LS	\$5,500.00	\$5,500.00
	Hot Tap & New Fire Hydrant on 2000 W	1	EA	\$12,529.62	\$12,529.62
	Thrust Blocking	3	EA	\$500.00	\$1,500.00
	Ribbon Curb	240	LF	\$19.72	\$4,732.80
	Asphalt Striping	1	LS	\$2,500.00	\$2,500.00

RUPP TRUCKING ENT INC.

7905 WEST 9600 NORTH
TREMONTON, UT 84337

Telephone 435-257-7333
Fax 435-257-1812

JASIM TRUCKING
BID PER NEW PLAN 8.30.22 & 4" Heavy Asphalt
LANDSCAPE INCLUDED AS A BUDGET ONLY
SUBTOTAL ONSITE IMPROVEMENTS

Quantity Unit Amount Total Amount
\$409,878.50

DRAINAGE & LANDSCAPE IMPROVEMENTS

13	15" ADS Storm Line	800	LF	\$49.86	\$39,888.00
14	Connect to Existing Catch Basin	1	EA	\$1,500.00	\$1,500.00
15	Storm Drain Outlet Control Box 3x3 Box 5	1	EA	\$4,948.60	\$4,948.60
16	15" Flared End Section	1	EA	\$851.30	\$851.30
17	2x2 Box 3 & 4	2	EA	\$2,204.27	\$4,408.54
18	Curb Inlet Box - *Boxes 7,8,9,12 - Box 14 doesn't show up in the key notes	4	EA	\$3,343.97	\$13,375.88
19	Detention Pond Excavation & Grading	1	LS	\$7,015.15	\$7,015.15
20	Plantings - 2" Cal Trees	14	EA	\$631.30	\$8,838.20
	Plantings - 5 Gal Shrubs	156	EA	\$80.24	\$12,517.44
	Sod inc 4" Topsoil & Sod	10,025	EA	\$1.71	\$17,142.75
	Irrigation System: Sod & Planter Areas	26,106	SF	\$1.48	\$38,636.88
	Concrete - Mowcurb	125	LF	\$7.38	\$922.50
	Rock Mulch over Weed Barrier	17,244	SF	\$2.18	\$37,591.92
	Pipe Bedding	385	TN	\$18.00	\$6,930.00
	Trench Fill Material	206	TN	\$14.00	\$2,884.00
	Pre-cast Delivery	1	LS	\$1,032.50	\$1,032.50
	*6' Chain Link Fence Along Property Line by Others Not Included				
	*LANDSCAPE LINE ITEMS ARE BUDGET NUMBERS ONLY - NO FINAL LANDSCAPE PLANS PROVIDED. PRICE WILL CHANGE ONCE LANDSCAPE PLANS ARE FURNISHED.				
	Storm Drain Clean Out Box 13 4x4	1	EA	\$4,760.42	\$4,760.42
	Storm Drain Curb Inlet Box 14 *On new plans doesn't show up in the key notes. This box is being bid as a Standard Knock Out Curb Box. If this differs then pricing will change once Rim & Invert elevation is known.	1	EA	\$3,550.92	\$3,550.92
	SUBTOTAL DRAINAGE & LANDSCAPE IMPROVEMENTS				\$206,795.00

TOTAL \$616,673.50

NOTES:

- *Bid includes only the items as specified and described above
- *Additional work and work in excess of that specified & described above will be handled as a change order
- *Additional work **MUST BE APPROVED** by owner & contractor prior to construction
- *Bid only good for 15 Days
- *Due to the volatility of PVC Pipe, Fittings & Pre-cast Concrete - Pricing will be adjusted once we get the go ahead and material is delivered on-site.**
- *Bid Excludes any Vapor Barrier, Foam Board Insulation and any Bollards
- *If Sidewalks are bid it is main sidewalks only. Sidewalks to building entry or between buildings are excluded

EXHIBIT "D" SITE PLAN

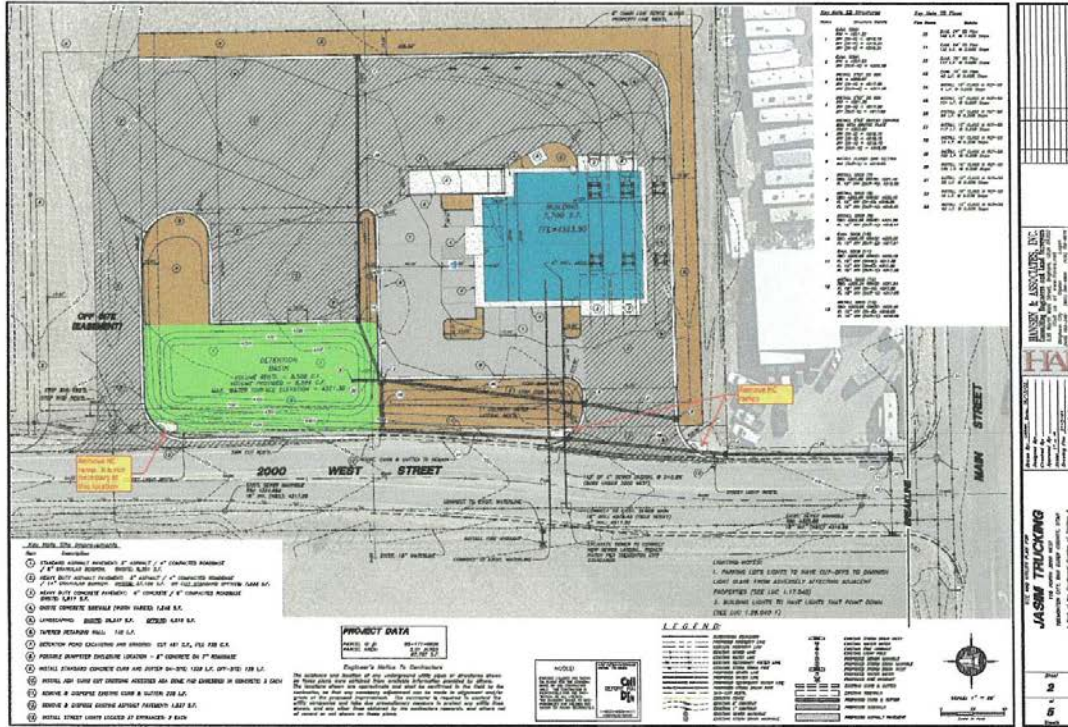


EXHIBIT "E" LANDSCAPE PLAN





**TREMONTON CITY
CITY COUNCIL MEETING
March 7, 2023**

TITLE:	Discussion and consideration of adopting Resolution No. 23-12 appointing Carey Hunsaker to serve as the Tremonton City Food Pantry Director
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, City Manager

BACKGROUND:

After 17 years of serving as the Food Pantry Director, Cathy Newman has chosen to retire, effective April 26, 2023. Cathy Newman has done a phenomenal job as the Food Pantry Director.

Section 3-925. (1) (e) of the Revised Ordinances of Tremonton City designates that the City Manager appoints, with the advice and consent of the City Council, a qualified person as the Food Pantry Director. To aid in the City Manager appointing a qualified person to fill the position of Food Pantry Director, Assistant City Manager Marc Christensen and Deputy Recorder Cynthia Nelson interviewed Carey Hunsaker, and they recommend appointing her as the Food Pantry Director. Carey Hunsaker has volunteered at the Food Pantry for 15 years and has filled in multiple times during the absence of the Tremonton City Food Pantry Director. Carey Hunsaker has the demonstrated abilities to fulfill the duties required of the job description for the Tremonton Food Pantry.

The attached resolution proposes that after Cathy Newman retires from the position of Food Pantry Director, which will be April 26, 2023, the City Manager's appointment of Carey Hunsaker to fulfill the position of the Tremonton City Food Pantry Director shall be confirmed.

Attachment: Resolution No. 23-12

RESOLUTION NO. 23-12

A RESOLUTION OF TREMONTON CITY CORPORATION APPOINTING CAREY HUNSAKER TO SERVE AS THE TREMONTON CITY FOOD PANTRY DIRECTOR

WHEREAS, the Tremonton City Food Pantry assists low-income individuals in the communities by supplementing their food supply; and

WHEREAS, the Tremonton City Food Pantry is open to the public Monday and Tuesday from 3:00 p.m. - 6:00 p.m, and during these hours, the City receives donations from the public and distributes food to patrons; and

WHEREAS, the Food Pantry Director typically works about 23 hours per week receiving and distributing food and directing Food Pantry operations; and

WHEREAS, the Food Pantry Director performs administrative activities consisting of completing paperwork, providing reports, promoting food drives throughout communities in the service area, and recruiting and managing volunteers; and

WHEREAS, Cathy Newman has done a phenomenal job as the Food Pantry Director; and

WHEREAS, after 17 years of serving as the Food Pantry Director, Cathy Newman has chosen to retire, effective April 26, 2023; and

WHEREAS, Section 3-925(1)(e) of the Revised Ordinances of Tremonton City designates that the City Manager appoints, *with the advice and consent of the City Council*, a qualified person as the Food Pantry Director; and

WHEREAS, to aid in the City Manager appointing a qualified person to fill the position of Food Pantry Director, Assistant City Manager Marc Christensen, and Deputy Recorder Cynthia Nelson interviewed Carey Hunsaker and recommended appointing her as the Food Pantry Director; and

WHEREAS, Carey Hunsaker has volunteered at the Food Pantry for 15 years and has filled in multiple times during the absence of the Tremonton City Food Pantry Director; and

WHEREAS, Carey Hunsaker has the demonstrated abilities to fulfill the duties required of the job description for the Tremonton Food Pantry as contained in Exhibit "A"; and

WHEREAS, Carey Hunsaker has demonstrated interpersonal and management skills to lead the Food Pantry volunteers.

NOW, THEREFORE, BE IT RESOLVED by the Tremonton City Council that after Cathy Newman retires from the position of Food Pantry Director, which will be April 26, 2023, the City Manager's appointment of Carey Hunsaker to fulfill the position of the Tremonton City Food Pantry Director shall be confirmed.

FURTHER, BE IT RESOLVED that the City Council wishes to recognize and express grateful appreciation for Cathy Newman's many years of dedicated and faithful service to Tremonton City.

Adopted and passed by the governing body of Tremonton City Corporation this 7th day of March 2023. 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

Job Description

Job Title:	Food Pantry Director	
Department:	Food Pantry	
Location:	180 South Tremont Street, Tremonton Utah	
Pay Level:	B-2	
Physical Demands:	Category III – Medium Work as per the Pre-Employment Evaluation Program	
Employment Status	Employment Classification	Required Equipment
Exempt	Full-time	City Vehicle
<input checked="" type="checkbox"/> Non Exempt	<input checked="" type="checkbox"/> Part-time	Cell Phone
Safety Sensitive	Part-time Recreation	Pager
On Call	Temporary/Emergency	Personal Protective Equip.
Public Safety	Firefighter/EMT	
Independent Contractor	Benefits	
	Contract	

Job Summary

Plans, organizes, and monitors food acquisition, storage, and distribution to eligible people in the Bear River Valley.

Supervision

Given: Food Pantry Volunteers

Received: Assistant City Manager

Essential Duties

- Manages the acquisition and distribution of food, arranges for food pick up or delivery, and maintains records of food distributed.
- Provides oversight in reviewing applications and determining eligibility of applicants for emergency food assistance.
- Organizes food drives and plans fundraising activities and public relations efforts to enhance public awareness.
- Prepares grant proposals.
- Assists in carrying donations into building and helping customers carry items out.
- Monitors public areas for cleanliness and order.
- Works with volunteers and customers as necessary to maintain a safe environment.
- Prepares reports for the United States Department of Agriculture (USDA) and the Utah Food Bank.
- Prepares month-end, quarterly, and year-end reports.
- Tracks service hours and writes letters to courts.
- Assists customers with their needs.
- Other duties as assigned.

Knowledge, Skills & Abilities

Knowledge of:

- Computer and computer programs such as Excel, Word, and Adobe.
- Office machines such as fax, 10 key, and email.

Skills in:

- Running a floor jack.
- Driving a fork lift.
- Customer service.

Ability to:

- Work with other food pantries.
- Communicate effectively verbally and in writing.
- Be flexible with hours to pick up food.
- Track volunteer hours.
- Keep Pantry in order and clean.
- Constructively and creatively solve problems and resolve disputes.

- Represent the City with decorum in a manner which promotes public confidence in the City, its officials, and employees.
- Exhibit patience and empathy with persons holding hostile or opposing views.
- Maintain professional confidences.
- Understand and follow City ordinances and policies.

Physical Demands

- Stand or walk most of the time with bending, stooping, squatting, twisting, reaching, and working on irregular surfaces.
- Work for sustained periods of time maintaining concentrated attention to detail.
- Lift, carry, push, pull, or otherwise move objects weighing up to 30 pounds.
- Essential functions utilize abilities in talking, hearing, and seeing.
- Mental application utilizes memory for details, verbal instructions, emotional stability, and discriminating thinking.

Working Conditions

- Stressful, busy, and fast-paced.
- Extensive contact with people.
- Work is primarily performed in an office or other environmentally controlled room.
- Occasional exposure to noise in the warehouse.

Education & Experience

- A high school diploma or equivalent is required.
- Two (2) years of related experience.
- Two (2) year college degree in a related field is preferred.
- The City may consider any combination of education and experience that would likely provide the required knowledge, skills, and abilities.

Special Requirements

- A one year probationary period is a prerequisite to this position.
- Must have a valid Utah driver's license.
- Must complete the OSHA Safety Training for Forklift Operation.
- Successful completion of pre-employment drug screening is required.
- Successful completion of pre-employment physical is required.
- Successful completion of criminal background check is required.

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management

reserves the right to add or change duties at any time. Tremonton City is an EEO/ADA employer.

**TREMONTON CITY
CITY COUNCIL MEETING
March 7, 2023**

TITLE:	Discussion and consideration of adopting Resolution No. 23-13 acknowledging the recording of a Full Reconveyance in favor of Vince Rogers associated with a Trust Deed and Promissory Note between Tremonton City and Vince Rogers for Vince Rogers' purchase of 207 acres of real property
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, City Manager

BACKGROUND:

In 2019 Tremonton City constructed Service Area 3 of the City's pressurized secondary water system and needed Bear River Canal Company water shares immediately to provide a water source for Service Area 3. It came to the City's attention that the Meikle Family owned 207 acres of real property located in Honeyville and 111.10 water shares within the Bear River Canal Company. The Meikle Family was willing to sell to Tremonton City the 207 acres of real and the 111.10 water shares within the Bear River Canal Company jointly.

The Tremonton City Council determined that it was beneficial and necessary for Tremonton City to purchase the 207 acres of real property from the Meikle Family to obtain the 111.10 water shares in the Bear River Canal Company. From the beginning of the City contemplating the acquisition of the 207 acres of real property and 111.10 water shares from the Meikle Family, the City had discussions with Vince Rogers, who desired to acquire the 207 acres of real property for grazing cattle from Tremonton City, while the City would retain the 111.10 water shares.

The City purchased the 207 acres of real property and 111.10 water shares and thereafter sold the property to Vince Rogers. The City allowed Vince Rogers four (4) years to make principal and interest payments to the City. A deed of trust and a promissory note secured the City's interest in the property. American Secure Title Insurance Agency was appointed Trustee under the Deed of Trust, with Tremonton City as the beneficiary.

Vince Rogers faithfully made every scheduled payment to Tremonton City according to the terms of the trust deed and promissory note. Vince Rogers made the final payment of \$102,744.95 to Tremonton City on December 1, 2022, completing the final terms of the trust deed and promissory note. Since Tremonton City was paid in full the City contacted American Secure Title Insurance Agency and Requested a Full Reconveyance in favor of Vince Rogers. As the Trustee, American Secure Title Insurance Agency recorded Full Reconveyance on February 15, 2023, within the Box Elder County Recorder's Office. This Resolution acknowledges that American Secure Title Insurance Agency, as the Trustee, has recorded a Full Reconveyance on February 15, 2023, in favor of Vince Rogers.

Attachment: Resolution No. 23-13

RESOLUTION NO. 23-13

A RESOLUTION ACKNOWLEDGING THE RECORDING OF A FULL RECONVEYANCE IN FAVOR OF VINCE ROGERS ASSOCIATED WITH A TRUST DEED AND PROMISSORY NOTE BETWEEN TREMONTON CITY AND VINCE ROGERS FOR VINCE ROGERS' PURCHASE OF 207 ACRES OF REAL PROPERTY

WHEREAS, in 2019 Tremonton City constructed Service Area 3 of the City's pressurized secondary water system and needed Bear River Canal Company water shares immediately to provide a water source for Service Area 3; and

WHEREAS, in 2019 A. Wayne Meikle and Sharon W. Meikle (hereafter Meikle Family) owned 207 acres of real property located in Honeyville and 111.10 water shares within the Bear River Canal Company; and

WHEREAS, the Meikle Family was willing to sell to Tremonton City the 207 acres of real property and the 111.10 water shares within the Bear River Canal Company jointly; and

WHEREAS, Utah Code 10-8-2 authorizes Tremonton City to purchase, receive, hold, sell, lease, convey, and dispose of real and personal property for the benefit of the municipality, whether the property is within or without the municipality's corporate boundaries if the action is in the public interest and complies with other laws; and

WHEREAS, the Tremonton City Council determined that it was beneficial and necessary for Tremonton City to purchase the 207 acres of real property from the Meikle Family to obtain the 111.10 water shares in the Bear River Canal Company; and

WHEREAS, from the beginning of the City contemplating the acquisition of the 207 acres of real property and 111.10 water shares from the Meikle Family, the City had discussions with Vince Rogers, who desired to acquire the 207 acres of real property for grazing cattle from Tremonton City, while the City would retain the 111.10 water shares; and

WHEREAS, the City Council adopted Resolution No. 19-08 on February 19, 2019, entering into a real estate purchase agreement with the Meikle Family, which included the City purchasing 111.10 water shares; and

WHEREAS, the City Council adopted Resolution No. 19-21 on May 21, 2019, approving a real estate agreement, trust deed, and promissory note between Tremonton City and Vince Rogers for Vince Roger's purchase of 207 acres of real property; and

WHEREAS, the trust deed and promissory note allowed Vince Rogers four (4) years to make principal and interest payments to the City (See Exhibit "A"); and

WHEREAS, American Secure Title Insurance Agency was appointed Trustee under the

Deed of Trust, with Tremonton City as the beneficiary; and

WHEREAS, Vince Rogers faithfully made every scheduled payment to Tremonton City according to the terms of the trust deed and promissory note; and

WHEREAS, Vince Rogers made the final payment of \$102,744.95 to Tremonton City on December 1, 2022, completing the final terms of the trust deed and promissory note; and

WHEREAS, upon Tremonton City receiving payment in full from Vince Rogers, the City contacted American Secure Title Insurance Agency and Requested a Full Reconveyance in favor of Vince Rogers (See Exhibit “B”); and

WHEREAS, American Secure Title Insurance Agency, as the Trustee, recorded Full Reconveyance on February 15, 2023, within the Box Elder County Recorder’s Office (See Exhibit “C.”)

NOW, THEREFORE BE IT RESOLVED that the Tremonton City Council hereby adopts Resolution No. 23-13 acknowledging that American Secure Title Insurance Agency has recorded a Full Reconveyance on February 15, 2023, in favor of Vince Rogers as contained in Exhibit “C.” associated with a Trust Deed and Promissory Note between Tremonton City and Vince Rogers, for Vince Rogers’ purchase of 207 acres of real property.

ADOPTED AND PASSED by the City Council of Tremonton, Utah, this 7th day of March 2023. 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"

Ent: 397878 B: 1374 P: 0112
Chad Montgomery Box Elder County Utah Recorder
06/21/2019 01:34 PM Fee \$40.00 Page 1 of 6
For AMERICAN SECURE TITLE TREMONTON
Electronically Recorded By SIMPLIFILE LC E-RECORDING

When Recorded Mail To:

Tremonton City
Attn: Shawn Warnke
102 South Tremont Street
Tremonton, Utah 84337

TAX PARCELS: 04-029-0013; 04-029-0014; 04-029-0007
04-029-0016; and 04-028-0010

AST 15726

**DEED OF TRUST
With Assignment of Rents**

This Deed of Trust with Assignment of Rents, made this 19 day of June, 2019, between VINCE ROGERS, as Trustor, whose address is P.O. Box 2721, Park City, Utah 84060, AMERICAN SECURE TITLE INSURANCE AGENCY of 781 East Main, Suite B, Tremonton, Utah 84337, as Trustee, and TREMONTON CITY CORPORATION, a Body Corporate and Politic of the State of Utah, as Beneficiary, whose address is 102 South Tremont Street, Tremonton, Utah 84337.

WITNESSES: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Box Elder County, State of Utah.

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE IS MADE A PART HEREOF

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a Promissory Note (hereinafter the "Note") of even date herewith, in the principal sum of \$110,000.00 made by Trustor, payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successor or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on

said property Trustor further agrees:

- (a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and
- (b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary, instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay all taxes, insurance and assessments of every kind or nature as and when required by Holders of Senior Encumbrances or when otherwise due in absence of any requirements under the Senior Encumbrances.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of borne by the principal balance under the Note, until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or

condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any persons for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters of facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the evidence of title procured in connection with such sale; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate borne by the principal balance under the Note from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amounts as shall be fixed by the court.

17. Beneficiary may appoint a Successor Trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the Note secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

File No. 157726

**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL 1: 04-029-0007

All that part of the following described tract of land lying East of Interstate Highway I-15: Beginning at a point 891.0 feet South and 2213.1 feet West of the Northeast corner of Section 16, Township 10 North, Range 2 West, Salt Lake Base and Meridian; and running thence South 23°54' East 2754.00 feet; thence North 89°53' West 2863.8 feet; thence North 0°33' East 1600.4 feet; thence North 64°40' East 1494.5 feet; thence North 54°34' East 469.0 feet to the point of beginning.

PARCEL 2: 04-029-0013

All that part of the following described tracts of land lying West of the O.S.L.R.R. right of way and East of New Interstate Highway 15-8: Beginning at a point North 3°29' West 1685.8 feet from the Southeast corner of Section 16, Township 10 North, Range 2 West, Salt Lake Base and Meridian; thence North 23°41' West 249.2 feet; thence West 3760.6 feet; thence South 231 feet; thence East 3857 feet to beginning.

PARCEL 3: 04-029-0014

All of the following East of I-15: Commencing at a point North 0°56' West 1498 feet from the Southeast corner of Section 16, Township 10 North, Range 2 West, Salt Lake Base and Meridian; thence North 23°41' West 200.6 feet along right of way of O.S.L.R.R. right of way; thence West 3857 feet; thence South 183.8 feet; thence East 3935.5 feet to the point of beginning.

PARCEL 4: 04-029-0016

All that part of the following tract lying East of I-15: Commencing 844.6 feet North from the Southeast corner of Section 16, Township 10 North, Range 2 West, Salt Lake Base and Meridian; thence North 648.4 feet; thence West 3960 feet; thence South 648.4 feet; thence East 3960 feet to the point of beginning.

PARCEL 5: 04-028-0010

All that part of the following land lying West of O.S.L.R.R. right of way: Commencing 8 rods West of the Northwest corner of Southeast Quarter of Southwest Quarter of Section 15, Township 10 North, Range 2 West, Salt Lake Base and Meridian; thence South 62 1/2° West 81 rods; thence North 38 rods; thence East 72 rods to the point of beginning.

04-029-0007, 04-029-0013, 04-029-0014, 04-029-0016, 04-028-0010

EXHIBIT "B"

ORDER NO.: 157726jg

REQUEST FOR FULL RECONVEYANCE

TO: AMERICAN SECURE TITLE INSURANCE AGENCY

The undersigned is the legal owner and holder of the Promissory Note in the amount of \$110,000, and of all other indebtedness secured by Deed of Trust dated June 19, 2019, made by Vince Rogers, Trustor, to the Trustee named hereinabove and recorded June 21, 2019 as Entry No. 397878, in Book 1374, Page 112 of Official Records, in the Office of the County Recorder of BOX ELDER County, State of Utah, and covering the following described real property situate in BOX ELDER County, State of Utah, to wit:

See Attached Exhibit "A"

04-029-0007, 04-029-0013, 04-029-0014, 04-029-0016, 04-028-0010

Said Note, together with all other indebtedness secured by said Trust Deed has been fully paid and satisfied; and you are hereby requested and directed, to reconvey, without warranty to the parties designated by the terms of said Trust Deed, all the estate now held by you thereunder as applicable to the real property described above.

AFFIDAVIT OF LOST DOCUMENT
(if applicable)

The undersigned Beneficiary hereby certifies that the original Trust Deed Note and Trust Deed hereinabove referred to have been lost or destroyed, and that a diligent search has been made and said documents cannot be located. The undersigned Beneficiary also certifies that the Note and Trust Deed hereinabove described have not been assigned to another party.

That in consideration of the issuance by said Trustee of its Reconveyance of said Deed of Trust without the surrender of it of the aforementioned Note for cancellation and retention, Beneficiary, their successors, assigns and administrators, hereby agrees to indemnify and hold harmless said Trustee, its agents, employees, successors and assigns, of all liability and responsibility of any loss, damage and expense that may arise or that Trustee may suffer by reason of the issuance of such Reconveyance without having possession of the original Note.

The undersigned Beneficiary further agrees to protect and hold harmless all interested parties who may claim an interest in the property referred to herein from any and all loss suffered or damages incurred by reason of a final decree of a court of competent jurisdiction, including but not limited to, actual damages paid, attorney's fees and court costs incurred by reason of the lost Trust Deed Note and Trust Deed described hereinabove.

Dated this 7 day of February, 2023.

Tremonton City Corporation, a Body Corporate and Politic of the State of Utah

BY: *Lyle Holmgren*
Lyle Holmgren, Mayor

Attest:

Linsey Nessen
Linsey Nessen, Recorder

STATE OF UTAH }
 §
COUNTY OF BOX ELDER }

On the 7 day of February, 2023, personally appeared before me Lyle Holmgren, who being duly sworn, did say that he/she is the Mayor of Tremonton City Corporation, a Body Corporate and Politic of the State of Utah, a Utah Corporation and that the foregoing instrument was signed in behalf of said corporation and the said Lyle Holmgren acknowledged to me that the said corporation executed the same.

Cynthia A Nelson
Notary Public
My Commission Expires:
Residing at: Tremonton, UT

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: 04-029-0007

All that part of the following described tract of land lying East of Interstate Highway I-15: Beginning at a point 891.0 feet South and 2213.1 feet West of the Northeast corner of Section 16, Township 10 North, Range 2 West, Salt Lake Base and Meridian; and running thence South 23°54' East 2754.00 feet; thence North 89°53' West 2863.8 feet; thence North 0°33' East 1600.4 feet; thence North 64°40' East 1494.5 feet; thence North 54°34' East 469.0 feet to the point of beginning.

PARCEL 2: 04-029-0013

All that part of the following described tracts of land lying West of the O.S.L.R.R. right of way and East of New Interstate Highway 15-8: Beginning at a point North 3°29' West 1675.8 feet from the Southeast corner of Section 16, Township 10 North, Range 2 West, Salt Lake Base and Meridian; thence North 23°41' West 249.2 feet; thence West 3760.6 feet; thence South 231 feet; thence East 3857 feet to beginning.

PARCEL 3: 04-029-0014

All of the following East of I-15: Commencing at a point North 0°56' West 1498 feet from the Southeast corner of Section 16, Township 10 North, Range 2 West, Salt Lake Base and Meridian; thence North 23°41' West 200.6 feet along right of way of O.S.L.R.R. right of way; thence West 3857 feet; thence South 183.8 feet; thence East 3935.5 feet to the point of beginning.

PARCEL 4: 04-029-0016

All that part of the following tract lying East of I-15: Commencing 844.6 feet North from the Southeast corner of Section 16, Township 10 North, Range 2 West, Salt Lake Base and Meridian; thence North 648.4 feet; thence West 3960 feet; thence South 648.4 feet; thence East 3960 feet to the point of beginning.

PARCEL 5: 04-028-0010

All that part of the following land lying West of O.S.L.R.R. right of way: Commencing 8 rods West of the Northwest corner of Southeast Quarter of Southwest Quarter of Section 15, Township 10 North, Range 2 West, Salt Lake Base and Meridian; thence South 62 1/2° West 81 rods; thence North 38 rods; thence East 72 rods to the point of beginning.

04-029-0007, 04-029-0013, 04-029-0014, 04-029-0016, 04-028-0010

EXHIBIT “C”

Ent: 461259 B: 1547 P: 1819
Chad Montgomery Box Elder County Utah Recorder
02/15/2023 09:48 AM Fee \$40.00 Page 1 of 2
For US TITLE INSURANCE AGENCY
Electronically Recorded By SIMPLIFILE LC E-RECORDING

WHEN RECORDED, MAIL TO:
AMERICAN SECURE TITLE INSURANCE AGENCY
399 NORTH MAIN, Suite 210
LOGAN, UT 84321

ORDER NO. 157726/T/WRC U/L

FULL RECONVEYANCE

TRUST DEED \$110,000.00

AMERICAN SECURE TITLE INSURANCE AGENCY, INC., as duly appointed Trustee under Deed of Trust hereinafter referred to, having received from the holder of the obligations thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the Note or Notes secured thereby having been surrendered to said Trustee for cancellation, does hereby **RECONVEY**, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder. Said Deed of Trust was executed by VINCE ROGERS, as Trustor, and recorded in the official records of BOX ELDER County, Utah, as follows:

recorded: JUNE 21, 2019, as Entry No. 397878, in Book 1374, at Page 112.

Description:
See Attached Exhibit "A"

04-029-0007 04-029-0013 04-029-0014 04-029-0016 04-028-0010

In Witness Whereof, AMERICAN SECURE TITLE INSURANCE AGENCY, INC. as Trustee, has caused its Corporate name to be hereto affixed this 14 day of February, 2023.

AMERICAN SECURE TITLE INSURANCE AGENCY, INC.
as Trustee

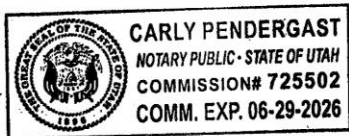
By: _____
ADAM PHILLIPS, Vice President

STATE OF UTAH)
§
COUNTY OF DAVIS)

On the 14 day of February, 2023, personally appeared before me, the said ADAM PHILLIPS, who being duly sworn did say that he is the Vice President of AMERICAN SECURE TITLE INSURANCE AGENCY, INC. and that the foregoing instrument was signed in behalf of said Corporation by authority of a Resolution of its Board of Directors and said ADAM PHILLIPS does duly acknowledge to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

Carly Pendergast

Notary Public
Residing: *Weber County*
Commission Expires: *6/29/26*



File No. 157726

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: 04-029-0007

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04-029-0007, 04-029-0013, 04-029-0014, 04-029-0016, 04-028-0010

**TREMONTON CITY
CITY COUNCIL MEETING
March 7, 2023**

TITLE:	Discussion and consideration of adopting Resolution No. 23-14 approving a Professional Services Agreement with Beacon Code Consultants to provide Building Inspection and Plan Review Services
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, City Manager

BACKGROUND:

After 26 years of serving as the Building Official, Steve Bench has chosen to retire. Steve Bench has done a phenomenal job as the Building Official for the City. Tremonton City has advertised for months to find an individual to replace Steve Bench. No individual has submitted an application for employment with the necessary certifications from the State of Utah to perform the duties of the Building Inspector. Concurrent with advertising for individuals to submit applications for employment with Tremonton City, the City advertised for individuals and firms to submit proposals to provide Building Inspection and Plan Review Services as independent contractors.

Tremonton City received several proposals from companies and a municipality to provide Building Inspection and Plan Review Services as an independent contractor. Steve Bench and Shawn Warnke reviewed these proposals and identified Beacon Code Consultants' proposal as a company with qualified individuals to perform Building Inspection and Plan Review Services for Tremonton City. Beacon Code Consultants has the certifications and ability to provide Building Inspection and Plan Review Services to Tremonton City and currently provides these services to Garland City.

If this Resolution is adopted, it will approve a Professional Services Agreement with Beacon Code Consultants to provide Building Inspection and Plan Review Services to the City.

Attachment: Resolution No. 23-14

RESOLUTION NO. 23-14

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BEACON CODE CONSULTANTS TO PROVIDE BUILDING INSPECTION AND PLAN REVIEW SERVICES

WHEREAS, Utah Code Annotated 58-56-4(1) adopted the Uniform Building Code, the Uniform Plumbing Code, the Uniform Mechanical Code, and the National Electrical Code as the uniform building standards for the State of Utah; and

WHEREAS, these aforementioned codes mandate that local jurisdictions issue building permits and perform inspections for construction within their jurisdictions; and

WHEREAS, to meet the requirements of the State of Utah's uniform building standards, Tremonton City has created the position of Building Inspector; and

WHEREAS, the Building Inspector reviews construction documents, issue permits for the erection and alteration of buildings and structures, and performs the following inspections or re-inspections: Footing and Foundations; Underground Plumbing; Four-Way Inspection, and Final Inspections; and

WHEREAS, since 1996 Steve Bench has done a phenomenal job for the City as the Building Official; and

WHEREAS, after 26 years of serving as the Building Official, Steve Bench has chosen to retire; and

WHEREAS, Tremonton City has advertised for months to find an individual to replace Steve Bench; and

WHEREAS, no individual has submitted an application for employment that has the necessary certifications from the State of Utah to perform the duties of the Building Inspector; and

WHEREAS, concurrent with advertising for individuals to submit applications for employment with Tremonton City, the City advertised for individuals and firms to submit proposals to provide Building Inspection and Plan Review Services as an independent contractor (see Exhibit "1"); and

WHEREAS, Tremonton City received several proposals from companies and a municipality to provide Building Inspection and Plan Review Services as an independent contractor; and

WHEREAS, Steve Bench, Building Official, and Shawn Warnke, City Manager, have reviewed these proposals and identified Beacon Code Consultants' proposal (See Exhibit "2") as a

company that had qualified individuals to perform Building Inspection and Plan Review Services for Tremonton City; and

WHEREAS, Steve Bench, Building Official, and Shawn Warnke, City Manager, met with Tyler Seaman, Owner of Beacon Code Consultants, to talk more in-depth about their proposal and qualifications; and

WHEREAS, Beacon Code Consultants has the certifications and ability to provide Building Inspection and Plan Review Services to Tremonton City; and

WHEREAS, Beacon Code Consultants currently provide Building Inspection and Plan Review Services to Garland City, which has reported that they have been pleased with Beacon Code Consultants' performance; and

WHEREAS, Beacon Code Consultants have stated when traveling to the Tremonton & Garland area that trip charges can be split equally between the two cities; and

WHEREAS, Beacon Code Consultants has a team of qualified professionals with the knowledge, skills, and abilities to provide Building Inspection and Plan Review Services as contained in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby adopts Resolution No. 23-13 approves a Professional Services Agreement with Beacon Code Consultants to provide Building Inspection and Plan Review Services as contained in Exhibit "3."

Adopted and passed by the governing body of Tremonton City Corporation this 7th day of March 2023. Resolution to become effective upon adoption.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT “1”



**REQUEST FOR PROPOSAL FOR
BUILDING INSPECTION & PLAN REVIEW SERVICES**

Issued January 9, 2023

REQUEST FOR PROPOSALS

Tremonton City (City) seeks proposals from firms and individuals qualified to provide professional contract services for Building Inspection & Plan Review Services. This Request for Proposal (RFP) will assist the City in selecting an experienced Building Inspector and Plan Review Services.

This RFP is part of a competitive procurement process to serve the City's best interests. It also provides each Respondent with a fair opportunity for its services to be considered. The remainder of this document said Respondent will be referred to as "Consultant."

BACKGROUND

Tremonton, UT- Geographic Background. Tremonton City is located in Box Elder County, 75 miles north of Salt Lake City and approximately 20 miles south of the Idaho border in the Bear River Valley, and is just east of the northern tip of the Great Salt Lake. Tremonton City is located at the crossroads of the northwest, where Interstates 15 and 84 converge. Tremonton City's current population is approximately 10,500, and is the commercial and employment center for the northern region of Box Elder County. Please see Exhibit "A" for historical data and estimates regarding Tremonton City's population.

Tremonton City Organizational Background. Tremonton City is a full-service city with approximately 10 departments, including Public Works, Recreation, Library, Senior Center, Police, Justice Court, and Fire and EMS Departments. The City has 68 full-time equivalent employees and had a 2022 operating budget of approximately \$15 million. Tremonton City is led by a Mayor, 5 City Council Members, and City Manager.

Building Inspection Services Background. Before 1996, building inspections were contracted with Box Elder County. Likewise, before 1996 all planning and zoning issues were limited to Planning Commission and City Council, and occasionally, planning consultants were paid for specific planning issues.

In 1996 the City hired a specific employee as the Zoning Administrator and Building Official. This employee has done a phenomenal job for the City and will retire on March 15, 2023. The City has been advertising this job opening for several months but has yet to fill the position. The City is now desirous of receiving requests for proposals from qualified individuals or firms to fill the position of Building Inspection and Plan Review Services. A separate request for proposals is currently being advertised for Planning and Zoning Administration Services.

Building Inspection & Plan Review Support Background. The following positions require close coordination with the City on the administration of the building inspection function and duties. Additionally, these same positions are available to support the Consultant in performing their duties.

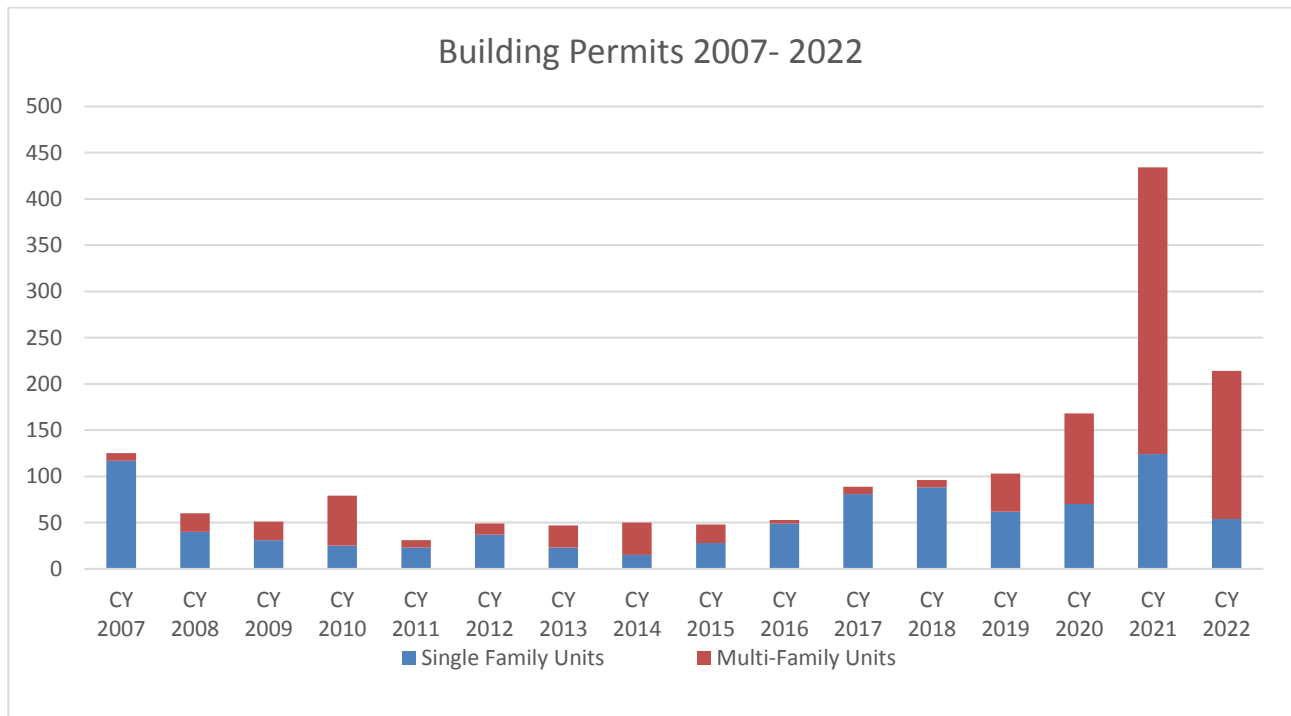
Planning and Zoning Administrator-Consultant. The Planning and Zoning Administrator advises the Building Inspector regarding if developments are ready for building permits to be issued.

Front Office Staff- Employee. Currently, Tremonton City Front Office employees schedule the inspections and provide basic office support and coverage for the building inspector.

Box Elder County Inspectors. The City has an arrangement with Box Elder County, wherein, as needed, the City uses Box Elder County Inspector to provide building inspections in the absence (sick, vacation, etc.) of the Consultant.

Workload Background. The Consultant will need to be available to work an average of 20-35 hours per week; however, that amount is not guaranteed. Actual hours will vary depending on the workload, resulting from fluctuations in the real estate market. To provide some context to the fluctuations in the workload, below is a table that shows the number of permits issued for the calendar year 2007 to November 21, 2022. Additionally, Exhibit B shows developments that have recently been recorded as a leading indicator of possible future building permits.

The Consultant shall be available Monday through Friday from 9:00 a.m. - 5:00 p.m. to perform the scope of services.



SCOPE OF SERVICES

Purpose. The Building Inspection & Plan Review Services enforces the local, state, and federal laws that regulate the construction of structures and safeguard the public's safety, health, and welfare from hazards attributed to the built environment.

Objective. The Building Inspector's objective is to maintain a high level of service in providing inspections, building plan reviews, and permit approvals.

Scope of Services. The Consultant shall be available Monday through Friday from 9:00 a.m. - 5:00 p.m. to perform the scope of services. Below is a bulleted list of services the City needs from the Consultant. For a complete list of services needed, please see the Job Description in Exhibit "C."

- **Building Inspection and Plan Review.** The Consultant will be responsible for inspecting properties and enforcing the Tremonton City Municipal and Zoning Ordinances applicable to building, International Building Code, International Residential Code, National Electrical Code, International Mechanical Code, International Fuel Gas Code, and International Plumbing Code as amended from time to time.

The Consultant shall perform building inspections not more than three business days from the builder's request, and plan reviews shall be completed within ten business days from the date of submittal.

The Consultant shall be required to maintain consistent and thorough records of inspections and provide the City with what inspections are required for a given application, a record of when the inspections occur and punch lists generated during the inspection. As necessary, the Consultant shall explain the code violations and needed corrections identified from the Consultant's inspections to the builder. The Consultant will closely coordinate with City Staff on the issuance of building permits and certificates of occupancy.

Work regarding the above-referenced codes and ordinances involves responsibility for plan review, scheduling, and inspecting of buildings, and other structures in regard to conformity with code requirements, technical standards, enforcement, and consistency with any associated zoning approvals. Work also includes complaint investigations, hazardous building inspections, and assistance with prosecuting building code and hazardous building violations.

- **Other Inspections.** Before issuing of certain home-occupation permits, as directed by the City and in coordination with the City's Fire department, the Consultant may inspect the prospective places of businesses to ensure compliance with building codes.
- **General Customer Service and Inquiries.** The Consultant will be available and respond to building inspection inquiries the City receives in a timely manner. Tremonton City Staff should be able to direct calls to the Consultant during normal business hours.

- *Reports.* Compile monthly building permit reports and state-required reports, and maintain project coordination with other City departments as well as local agencies.
- *Application Files.* Maintains building permit application files, which may be done through a cloud-based software program.

REQUIRED QUALIFICATIONS OR ABILITIES

This subsection provides a summary of the minimum qualifications of the Consultant. For a complete list of qualifications and abilities, please see the Job Description in Exhibit "C."

- A high school diploma or equivalent is required.
- Four (4) years experience in a related field.
- The City may consider any combination of education and experience that would likely provide the required knowledge, skills, and abilities.
- Shall be licensed with the State of Utah and International Code Council (ICC) with the following certifications: Mechanical Inspector, Structural Inspector, Plumbing Inspector, Electrical Inspector, Fire Inspector, and Combination Inspector.

PROPOSAL REQUIREMENTS

Proposals shall be organized to comply with and include the following:

- *Letter of Transmittal.* The letter of transmittal shall include an introduction of the Consultant as well as the name, address, telephone number, and email address of the contact person and other representatives dealing with the RFP.
- *Proposal for Meeting Scope of Services.* The Consultant shall indicate an understanding of the requested services described in the "Scope of Services" section and explain how they propose to provide these services. Specifically, the Consultant shall clearly describe their approach to the proposal, clearly outline any options or alternatives, and indicate if the Consultant cannot meet any significant requirements. The proposal shall also highlight the major elements of the proposal and identify any pertinent supporting information.
- *Statement of Qualifications.* The proposal shall include a statement of qualifications regarding the Consultant's education, certifications, and experience, including the same or any individuals that may be participating in providing various services described in the "Scope of Services" section. A small bio on key individuals may be included.
- *References.* The proposal shall include references of similar contracts or work experience relevant to this RFP. More specifically, references shall consist of email addresses and phone

numbers of individuals, groups, or organizations with which the Consultant is currently working with or has previously worked.

- *Additional Information.* Any information deemed pertinent to the RFP, but not outlined in the RFP, may be included in this section.
- *Cost of Services.* A proposal shall include the compensation that the Consultant would require for providing services. The compensation may be hourly, a monthly flat rate for general inquiries, or a combination of the two. The Consultant shall describe in detail the hourly rate for each individual that may participate in providing services and what services are being provided with the proposed compensation.

DEADLINE AND SUBMITTAL REQUIREMENTS

The deadline for the receipt of proposal submittals to the City is **5:00 P.M. Mountain Standard Time (MST) on Monday, January 23, 2023**. Interested Consultant shall submit the proposal by email to lnessen@tremontoncity.com by the deadline:

- One electronic PDF file of the proposal and the subject line should state **Building Inspection & Plan Review Services RFP**.

REVIEW CRITERIA & SELECTION PROCESS

The selection of the Consultant will not be based solely on cost, although the cost for services rendered may be a significant evaluating factor. Tremonton City shall review and select the Consultant based on the following evaluation factors:

- Proposal meeting the City's scope of work or other services needed
- Qualifications of assigned staff; experience with similar scope of work.
- Proposed cost of provided services
- Providing the requested information in the prescribed format
- Proven merit of prior relevant work;
- Information obtained from professional references;
- Amount of the proposal to complete the scope of work;
- Other factors deemed important or advantageous by the City.

Tremonton City shall open the submitted Consultant's proposal to avoid disclosing contents to competing Consultants during the evaluation and negotiation process. In reviewing the Consultant's proposal, Tremonton City may have phone calls or oral interviews with some of the preliminary selected Consultants to aid in the reviewing and selection process. The ultimate selection of the Consultant will include successful contract negotiations to complete the scope of work contained herein, which is mutually acceptable to both the City and the Consultant.

Tremonton City reserves the right, without qualification, to:

- Select any Consultant’s proposal and engage in written or oral communication with any or all of the Consultants when such an action is considered in the City’s best interest.
- Select any Consultant’s proposal based on the initial submission received and after detailed discussions or contract negotiations.
- Select any Consultant’s proposal that is determined to be the most advantageous to Tremonton City, taking into consideration cost and the evaluation factors.
- Reject any and all proposals submitted by Consultants in whole or in part when it is in the best interests of Tremonton City.
- Waive minor defects as Tremonton City deems appropriate and when it is in the best interests of Tremonton City.
- Each proposal submitted shall be valid for one hundred and twenty (120) days.
- The City shall not be liable for any losses incurred by Consultants submitting proposals.

TERMS & PROCESS SCHEDULE

Every effort will be made to administer the proposal process in accordance with the terms and procedures discussed in this RFP. However, the City reserves the right to modify the terms, process, and schedule as the City deems necessary or prudent for its interest. The tentative schedule for this RFP is as follows:

RFP advertisement	January 9, 2023
Review and Negotiations	Between January 24, 2023, and February 21, 2023
Notice of Award	February 7, 2023, or February 21, 2023 (Note ¹)
Start Date	Before March 15, 2023

Note ¹: Written notification by letter or email regarding the award’s outcome will be sent after the award is announced.

SUMMARY OF EXPECTED PERFORMANCE STANDARDS AND CONTRACT PROVISIONS

This subsection summarizes the minimum expected performance standards and contract provisions for the Consultant. Final performance standards and contract provisions shall be established during contract negotiations.

- Except when, and if, the workload demands otherwise, all inspections shall be conducted within the City’s normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- Consultant shall have, or in the case of the City Ordinance, acquire, expert knowledge of, and comply with, City Ordinance, laws and regulations of the State of Utah and its

agencies relating to the enforcement of adopted Building Codes.

- Consultant will maintain specific records of completed inspections and inspections report and provide them, preferably in electronic format, to the City as close to real-time as possible.
- Consultant will provide monthly invoices, which will include a detailed description of all work performed.
- Consultant shall establish and maintain a mailing address, a telephone number, and an email address for the regular correspondence with City Staff, scheduling of inspections, accepting complaints, and for general inquiries.
- Consultant shall develop and continuously upgrade a program of disseminating information to keep the City aware of any and all code changes.
- Subject to the limitations of this section, any type of contract which shall promote the best interests of Tremonton City may be used, provided that the use of a cost-plus-a-percentage-of-cost Contract is prohibited and so long as the contract does not violate UCA 13-8-101 et seq. "Unenforceable Agreements."
- Each contract with an independent contractor shall contain indemnity/hold harmless clauses and worker's compensation if the Consultant has employees.

QUESTIONS

All questions or requests for clarification regarding this proposal are expected to be submitted by email only. Please submit all questions and correspondence via email to: swarnke@tremontonciv.com. The subject line should state **Building Inspection and Plan Review RFP Question**. All responses to the inquiries will be distributed to all prospective Consultants via (BCC) email.

To be included as a prospective Consultant, please submit a contact name, firm name, and email address to: swarnke@tremontonciv.com. The subject line should state **Inspection and Plan Review RFP Prospective Consultant**.

GRAMA

As a government entity, the City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA") and cannot guarantee that information provided in a proposal will not be subject to disclosure under GRAMA.

EXHIBIT "A"

**Tremonton City
Population Estimates
February 2022**

Year	Census Counts	2.453% Annual Growth	Trendline used in IFFP	Trendline Equation using 1930 - 2020	Trendline Equation using 1970 - 2020
1930	1009	1009	1038	988	
1940	1443	1286	1328	1407	
1950	1662	1638	1698	1767	
1960	2115	2088	2167	2155	
1970	2794	2660	2763	2657	2839
1980	3464	3389	3519	3360	3389
1990	4264	4319	4475	4349	4324
2000	5592	5503	5685	5712	5695
2010	7647	7012	7214	7535	7551
2020	9894	8935	9142	9904	9945
2021		9155	9361	10174	10215
2022		9379	9584	10450	10492
2023		9609	9813	10734	10775
2024		9845	10048	11023	11064
2025		10086	10287	11320	11358
2026		10334	10533	11623	11659
2027		10587	10784	11933	11966
2028		10847	11041	12250	12279
2029		11113	11304	12574	12599
2030		11386	11573	12905	12925
2031		11665	11848	13243	13257
2032		11951	12130	13588	13596
2040		14508	14632	16625	16542
2050		18486	18480	21150	20847
2060		23556	23312	26566	25890
2070		30016	29375	32960	31722
2080		38247	36974	40419	38392

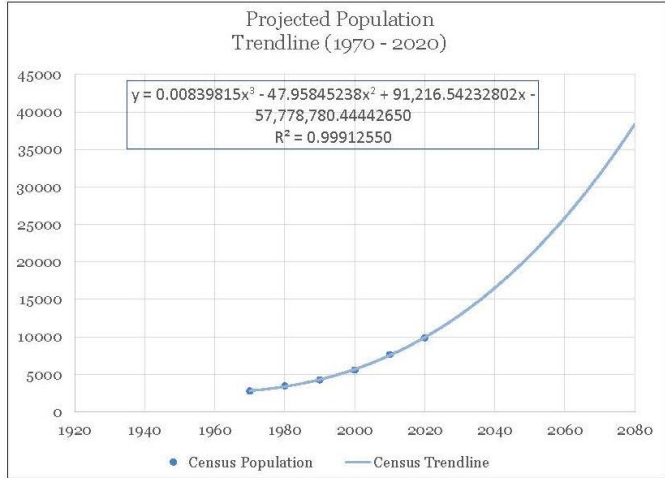
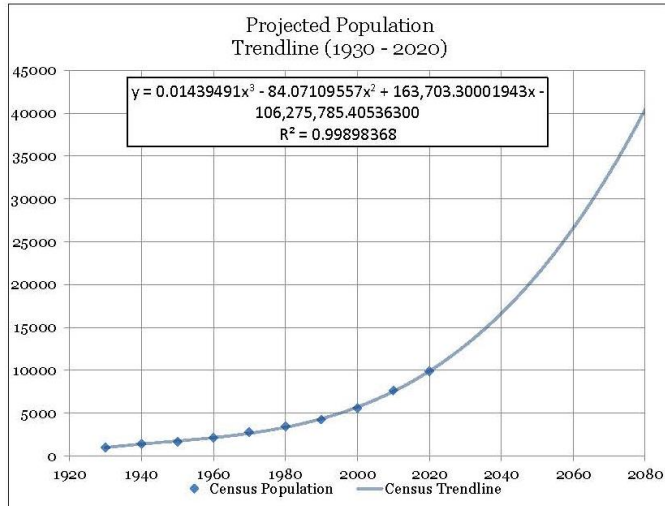


EXHIBIT "B"

Tremonton City Subdivisions Recently Completed or Under Construction

(As of January 2023)

Subdivision	Location		Approved Date	Stage	Single Family	Town Home	Apartments	Total Units	Under Const.	Completed
2017										
Spring Hollow Phase 1	1150 North 2650 West	https://gis.boxeldercounty.org/Subdivisions/SPRING_HOLLOW_SUBDIVISION_PHASE_1.pdf	7/27/2017	Complete	29	0	0	29	0	29
Spring Hollow Phase 2	2800 West Hollow Drive (1225 North)	https://gis.boxeldercounty.org/Subdivisions/SPRING_HOLLOW_SUBD_PH2_AMEND_LOT28_PH1.pdf	7/27/2017	Under Construction	11	0	0	11	11	0
2020										
Look Out Point Phase 1	1100 North Country View Drive	https://gis.boxeldercounty.org/Subdivisions/LOOKOUT_POINT_SUBDIVISION_PHASE_1.pdf	9/1/2020	Complete	33	0	0	33	0	33
Archibald Est. Phase J	1000 North 900 West	https://gis.boxeldercounty.org/Subdivisions/ARCHIBALD_ESTATES_PLATJ.pdf	11/3/2020	Complete	47	27	0	74	0	74
Mathison Apt. Phase 1	400 West 300 North	Site plan is not recorded	9/14/2020	Complete	0	0	152	152	0	152
Mathison Apt. Phase 2	400 West 300 North	Site plan is not recorded	9/14/2020	Under Construction	0	0	152	152	152	0
Tremonton Place Phase 2	960 South Tremont Street	https://gis.boxeldercounty.org/Subdivisions/TREMONT_PLACE_SUBD_PH2.pdf	4/7/2020	Complete	13	0	0	13	0	13
Tremonton Place Phase 3	930 South Tremont Street	https://gis.boxeldercounty.org/Subdivisions/TREMONT_PLACE_SUBD_PH3.pdf	4/7/2020	Complete	15	0	0	15	0	15
Aspen Ridge Townhomes Phase 1	200 West 1200 South	https://gis.boxeldercounty.org/Subdivisions/ASPEN_RIDGE_PH1.pdf	4/22/2020	Complete	0	43	0	43	0	43
Aspen Ridge Townhomes Phase 2	250 West 1200 South	https://gis.boxeldercounty.org/Subdivisions/ASPEN_RIDGE_PH2.pdf	4/23/2020	Complete	0	36	0	36	0	36
2021										
Spring Acres Phase 7	2800 West Valley View Drive	https://gis.boxeldercounty.org/Subdivisions/SPRING_ACRES_ESTATES_PH7.pdf	5/12/2021	Complete	6	0	0	6	0	6
Archibald Est. Phase K	930 North 900 West	https://gis.boxeldercounty.org/Subdivisions/ARCHIBALD_ESTATES_PLT_K	4/7/2021	Complete	27	0	0	27	0	27
Archibald Est. Phase L	910 North 900 West	https://gis.boxeldercounty.org/Subdivisions/ARCHIBALD_ESTATES_PLAT_L.pdf	10/20/2021	Complete	0	47	0	47	0	47

Archibald Est. Phase M	980 West 960 North	Recorded, file not available on website	10/20/2021	Complete	0	59	0	59	59	0
Holmgren East Phase 8	422 North 775 East	https://gis.boxeldercounty.org/Subdivisions/HOLMGREN_ESTATES_EAST_PH8.pdf	2/9/2021	Complete	2	0	0	2	0	2
Harvest Acres Phase 1	300 West 1250 South	https://gis.boxeldercounty.org/Subdivisions/HARVEST_ACRES_SUB_PH1.pdf	6/9/2021	Under Construction	13	0	0	13	13	0
Abigail Townhomes	450 North 2650 West	https://gis.boxeldercounty.org/Subdivisions/ABIGAIL_TOWNHOMES_PH2.pdf	2/8/2021	Complete	0	4	0	4	0	4
Magnolia Lane Sub.	600 North Tremont Street	https://gis.boxeldercounty.org/Subdivisions/MAGNOLIA_LANE_SUBD.pdf	12/6/2021	Under Construction	4	0	0	4	4	0
2022										
Archibald Est. Phase N	980 West 880 North	https://gis.boxeldercounty.org/Subdivisions/ARCHIBALD_EST_PLT_N.pdf	2/14/2022	Under Construction	37	0	0	37	37	0
Aspen Ridge, Phase 3	250 West 950 South	https://gis.boxeldercounty.org/Subdivisions/ASPEN_RIDGE_PH3.pdf	6/15/2022	Under Construction	0	42	0	42	42	0
Aspen Ridge, Phase 4	200 West 950 South	https://gis.boxeldercounty.org/Subdivisions/ASPEN_RIDGE_PH4.pdf	8/31/2022	Under Construction	0	42	0	42	42	0
Units Planned and Under Construction					237	300	304	841	360	481

Tremonton City

Job Description

Job Title:	Building Inspector	
Department:	Community Development	
Location:	102 South Tremont Street, Tremonton Utah	
Pay Level:	C-1	
Physical Demands: Category II – Light Work as per the Pre-Employment Evaluation Program		
Employment Status	Employment Classification	Required Equipment
Exempt	Full-time	<input checked="" type="checkbox"/> City Vehicle
<input checked="" type="checkbox"/> Non Exempt	Part-time	<input checked="" type="checkbox"/> Cell Phone
Safety Sensitive	Part-time Recreation	Pager
On Call	Temporary/Emergency	Personal Protective Equip.
Public Safety	Firefighter/EMT	
Independent Contractor	Benefits	
	<input checked="" type="checkbox"/> Contract	

Job Summary

Performs technical, administrative and corresponding duties related to building inspection.

Supervision

Given: None

Received: City Manager

Essential Duties

- Facilitates the processing of submitted building permit applications, including review and approval of the building plans in compliance with building codes and local ordinances, calculates building permit fees, and impact fees, and issues the building permit.
- Organizes building permit application files.
- Answers questions regarding building codes and the processing of building applications
- Responds to various building-related problems or complaints, evaluates the nature of the problem, and determines conformance with Building Codes.
- Enforces the provisions of the International Building Codes and National Electrical Code.
- Initiates, in accordance with applicable laws, the inspection of all buildings, structures, ditches, signs, fences, and objects to determine their safety and effect on the persons who are within this City for structural, fire, and general code compliance.
- Orders work stopped on the construction, alteration, or repairs of buildings in the City when such work is being done in violation of any provisions of any Building Code, Ordinance relating thereto, or in violation of the Subdivision or Zoning Ordinance.
- Other duties as assigned.

Knowledge, Skills & Abilities

Knowledge of:

- Correct spelling, vocabulary, and arithmetic.
- Principles of public relations.
- All applicable building codes and regulations.
- General principles of the construction business and construction trades.
- Principles of management of a budget.
- Principles of zoning issues related to building such as setbacks, etc. and development processes.

Skills in:

- Well-developed sense of strategy and timing.
- Frequent contacts involving the carrying out of programs and schedules.

Ability to:

- Interpret building codes uniformly and consistently.
- Work effectively with developers and builders.
- Communicate effectively verbally and in writing.
- Prioritize tasks.
- Work well under pressure.
- Establish effective working relationships with employees and the public.

- Relate well with a variety of persons under varying circumstances.
- Represent the City with decorum in a manner which promotes public confidence in the City, its officials, and employees.
- Exhibit patience and empathy with persons holding hostile or opposing views.
- Maintain professional confidences.
- Constructively and creatively solve problems and resolve disputes.
- Understand and follow City ordinances and policies.

Physical Demands

- Typically sit at a desk or table.
- Frequently lifting of up to ten pounds and occasional lifting of up to 25 pounds.
- Occasional bending, stooping, lifting, or climbing steps and ladders.
- Considerable walking may be involved.
- Work for sustained periods of time, maintaining concentrated attention to detail.
- Essential functions utilize abilities in talking, hearing, and seeing.
- Mental application utilizes memory for details, verbal instructions, emotional stability, and discerning thinking.

Working Conditions

- Stressful, busy, and fast-paced.
- Extensive contact with people.
- Work is performed in an office or other environmentally controlled room.
- Work is performed outdoors with frequent exposure to cold, heat, precipitation, and dust.
- Exposure to excessive noise and vibration.

Education & Experience

- A high school diploma or equivalent is required.
- Four (4) years experience in a related field.
- A Bachelor's Degree in a related field is preferred.
- The City may consider any combination of education and experience that would likely provide the required knowledge, skills, and abilities.
- Must be licensed with the State of Utah and International Code Council (ICC) with the following certifications: Mechanical Inspector, Structural Inspector, Plumbing Inspector, Electrical Inspector, Fire Inspector, and Combination Inspector.

Special Requirements

- A one-year probationary period is a prerequisite to this position.
- Must have a valid Utah driver's license.

- Successful completion of a pre-employment drug screening is required.
- Successful completion of a pre-employment physical is required.
- Successful completion of criminal background check is required.

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Tremonton City is an EEO/ADA employer.

EXHIBIT “2”



Beacon Code Consultants



**Building Inspection
and
Plan Review Services**



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COVER LETTER/LETTER OF TRANSMITTAL

January 23, 2023

Beacon Code Consultants is pleased to be able to present this proposal to the City of Tremonton for Building Inspection and Plan Review Services. We believe our quality and approach will surely bring a rising tide and raise up the ships (or dwellings!) in Tremonton for code compliance.

Our team is fully equipped with the resources and experience required to guarantee success working with the City of Tremonton. We are excited to have this opportunity to demonstrate our ability to provide inspection services to Tremonton. Our Utah based staff - working in partnership with our entire corporate team - will ensure that all model building codes adopted by the State of Utah and the City are adhered to.

Our team is experienced in residential, commercial, and industrial projects. We believe we can meet and exceed all of your significant needs while maintaining the proper rules and regulations within Tremonton's community development department.

At Beacon Code Consultants, we believe that no construction project - whether residential, commercial, or industrial, should get delayed due to plan review or construction bottlenecks. Our value lies in enforcing construction codes for public safety - while helping contractors, architects, and owners meet their construction goals. Our experienced ICC certified team is knowledgeable in the various codes required in diverse industries, and we are proud of our quality and consistency of work.

We look forward to working with you in the future. Working together, we hope to decrease your workload, especially during busy times while maintaining the same quality that you provide. We are committed to this purpose and are delighted at the prospect of building a lasting relationship.

I would also like to come up with some sort of an agreement with Garland and Tremonton to save cost with the mileage fees and possibly even find some consistency with scheduling to ultimately save both jurisdictions money while providing better quality. I would really like to have a meeting with your staff to discuss this during the RFP/Award process. I look forward to stepping into Steve's role and following through on the success of your growth.

Please let me know if I can answer any questions and/or clarify any item addressed in this proposal. I will be the point of contact for this contract. My contact information is below.

Sincerely,



Tyler Seaman, *Owner (Point of Contact)*
Beacon Code Consultants
801-564-0897
beaconcodeconsultants@gmail.com
beaconinspected.com



FIRM HISTORY

- **Utah Limited Liability Company**
- **2 Employees Comprising Decades of Relevant Industry Experience**
- **Specializing in Plan Review and Building Inspection Services**
- **All Work is Performed by Our Employees**
- **Utah Based Business**
- **Customer Service Success**



SCOPE OF SERVICES

Beacon Code Consultants provide comprehensive building department services for compliance with all International Building Codes along with any local amendments enforced by the State of Utah and the City. Our staff includes experienced permit technician, plans examiners, building officials, and inspectors – all ICC certified and/or licensed in their fields - with decades of combined experience in residential, multi-family, commercial, municipal, and industrial projects.

Here is a list of what we will provide:

Building Department Services

Beacon Code Consultants Inspectors will:

- ❖ Maintain all necessary certificates and licenses.
- ❖ All inspections will be conducted within the normal business hours of 8 a.m. to 5 p.m., Monday through Friday, unless workload demands otherwise.
- ❖ Perform inspections under the direction of the City Building Official or designee.
- ❖ Complete inspections timely and courteously within the 3 business day state law and preferably next business day.
- ❖ Represent the City in a professional manner.
- ❖ Coordinate inspections with other City departments as necessary.
- ❖ Maintain specific records of completed inspections and inspection reports and transmit them in real time to the City through software we provide or you provide.
- ❖ Provide an online platform for permit processing allowing for Tremonton building permit records to be submitted and issued through our software platform.
- ❖ Will assist in complaint investigations, hazardous building inspections, and assist the City in prosecuting violations.
- ❖ Provide inspection services for home occupation permits, as well as prospective places of business are compliant with building codes.
- ❖ Our staff will be available to answer any questions and/or concerns between the normal business hours of 8 a.m. to 5 p.m. Monday through Friday.
- ❖ Inspections – within 3 business days and/or through the best fit for Tremonton and Contractors within the City of Tremonton.
- ❖ Residential Permit Examination – first comments within 5 business days.
- ❖ Commercial Permit Examination – first comments within 10 business days.
- ❖ Monthly Building Permits and State-Required reports will be provided.



KEY PERSONNEL/STATEMENT OF QUALIFICATIONS



Team

Tyler D Seaman,
Combination Inspector
DOPL #10133755-5602

Daniel Beynon,
Combination Inspector
DOPL #4796490-5602

Robyn Landers,
Permit Technician
ICC Certification #9959595



Team Details and Qualifications

Beacon Team Members	Certification / License / Affiliations	Work Specialty
<p>Tyler Seaman has more than 12 years of experience in the construction industry with commercial and residential plan examination. He is ICC certified in various disciplines and has worked as a building official for 6 years. He has worked for various building departments as Plan Examiner, Code Enforcement Manager, Building Inspector, and Community Development Director. He is an expert in managing permitting processes from submission to occupancy and is recognized for his effective communication with Contractors, Owners, Design Professionals, Citizens, Planners, Community Development Director, and all other municipal divisions.</p>	<ul style="list-style-type: none"> • B.S. Construction Management • DOPL Combination Inspector #10133755-5601 • ICC Residential Plumbing Inspector • ICC Commercial Mechanical Inspector • ICC Commercial Electrical Inspector • ICC Residential Electrical Inspector • ICC Commercial Plumbing Inspector • ICC Commercial Building Inspector • ICC Residential Building Inspector • ICC Residential Mechanical Inspector • ICC Electrical Inspector • ICC Building Inspector • ICC Plumbing Inspector • ICC Mechanical Inspector • ICC Residential Combination Inspector • ICC Combination Inspector • ICC Commercial Combination Inspector 	<p>Structural Plan Review Residential Plan Review Combination Building Inspector Planning and Zoning Building Official</p>
<p>Daniel Beynon has more than 20 years of experience in the construction industry with 5 years as a commercial and residential inspections. He is ICC certified in various disciplines.</p>	<ul style="list-style-type: none"> • DOPL Combination Inspector #4796490-5602 • ICC Residential Plumbing Inspector • ICC Commercial Mechanical Inspector • ICC Commercial Electrical Inspector • ICC Residential Electrical Inspector • ICC Commercial Plumbing Inspector • ICC Commercial Building Inspector • ICC Residential Building Inspector • ICC Residential Mechanical Inspector • ICC Electrical Inspector • ICC Building Inspector • ICC Plumbing Inspector • ICC Mechanical Inspector • ICC Residential Combination Inspector • ICC Combination Inspector • ICC Commercial Combination Inspector 	<p>Combination Building Inspector</p>
<p>Robyn Landers has more than 5 years of experience in the permitting process for cities. She is certified as a permit technician with the ICC.</p>	<ul style="list-style-type: none"> • ICC Permit Technician Certified 	<p>Building Department Customer Service Scheduling</p>



REFERENCES

Garland City, Utah

Scope: Plan Review, Building Department Services, Inspections, Building official
Contract status: Current
Project(s): Primarily single family residential
Client Contact: Valerie Claussen
72 N. Main
Garland, UT 84312
385-432-6262
val@planningoutpost.com

City of Washington Terrace, Utah

Scope: Plan Review, Inspection Services, Planning, Building Official
Contract status: Current
Project(s): Goldenwest Credit Union (Five story 99,000 sq ft campus)
Client Contact: Tom Hanson, City Manager
5249 South 400 East
Washington Terrace, UT 84405
801-940-8664
tomh@washingtonterracecity.org

City of Harrisville, Utah

Scope: Plan Review, Inspection Services, Building Official
Contract status: Current
Client Contact: Cynthia Benson, City Recorder
363 West Independence Blvd.
Harrisville, UT 84404
801-782-4100 ext. 1004
cbenson@cityofharrisville.com

City of Sunset, Utah

Scope: Plan Review, Inspection Services, Building Official
Contract status: Current
Client Contact: Nicole Supp
200 West 1300 North
Clinton, UT 84015
801-675-7215
nsupp@sunset-utah.com

City of Garden City, Utah

Scope: Plan Review, Inspection Services, Building Official
Contract status: Current
Client Contact: Glen Gillies, Commercial Inspector
P.O. Box 207
Garden City, UT 84028
208-339-2026
gleng@gardencityut.us



REFERENCES (cont'd)

City of West Point, Utah

Scope: Plan Review, Inspection Services, Building Official
Contract status: Current
Client Contact: Jenn Freeborn, Permit Technician
3200 West 300 North
West Point, UT 84015
801-776-0970
jfreeborn@westpointcity.org

City of South Ogden, Utah

Scope: Plan Review and Inspection Services
Contract status: Current
Client Contact: Tyson Egbert, Building Official
3950 South Adams Ave
South Ogden, UT 84403
801-564-3426
tegbert@southogdencity.org

City of Syracuse, Utah

Scope: Inspection Services
Contract status: Current
Client Contact: Brian Lemmons, Building Official
1979 West 1900 South
Syracuse, UT 84075
801-614-9676
blemmons@syracuseut.gov

Rich County, Utah

Scope: Plan Review, Inspection Services, Building Official
Contract status: Current
Client Contact: LouJean Argyle, Treasurer
P.O. Box 186
Randolph, UT 84064
435-793-5515
largyle@richcountyut.org

City of West Haven, Utah

Scope: Permit Review/Issue, Inspections, Building Official, Plan Review, Customer Service
Contract status: Current
Client Contact: Robyn Landers, Permit Technician
4150 South 3900 West
West Haven, UT 84401
(801) 726-1606
robynl@westhavencity.com



PAST PROJECT HIGHLIGHTS

Ogden Regional Medical Office

Building

Ogden, UT - 2019

Occupancy: B, I-2

Number of Stories: 4

Area (Sq. Ft.): 80,000

Reviewing Staff: Tyler Seaman



One West Apartments



West Haven, UT - 2019

Occupancy: R-3, B

Reviewing Staff: Tyler Seaman

Review consisted of 24 buildings with 24 dwelling units in each building. Each unit is roughly 1000 square feet.



COST OF SERVICES

Beacon Code Consultants prides itself on providing industry-leading service at extremely competitive prices. As a small business, we do not have the expense burden of multiple management layers and we are not beholden to the pressure of public shareholders demanding a quick short-term return on investment. We invest in building long-term relationships with our clients and providing the cost savings that municipalities and their citizens deserve. We can operate in a flexible, lean, efficient, and responsible manner and we choose to share these savings with our clients. Partnering with Beacon Code Consultants, you are only one phone call away from talking directly to the owner, Tyler.

Schedule of Hourly Billing Rates for Services

Classification	Hourly Billing Rate
DOPL Certified Combination Inspector	\$60.00
Plans Examination	\$60.00
Mileage Rate	\$0.62

Schedule of Monthly Billing Rates for Services

Building Department Customer Service Support and Building Official Consulting	\$500.00/monthly
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PAYMENT OPTIONS

Beacon Code Consultants will invoice the City monthly and include a detailed description of all work performed.



INSURANCE

Beacon Code Consultants currently has the following insurances:

- **Errors and Omission**
- **General Liability**
- **Worker's Compensation**

We can meet or will increase, as needed for the duration of the contract, the policy limits required upon issuance of a contract for services and prior to work commencing. Copies of our current insurance certificates are attached to the end of this proposal.

ATTACHMENTS

- Licensure Documentation
- Certification Documentation
- Insurance Verification Documentation





Details for Tyler Dee Seaman

License Information

Name:	Tyler Dee Seaman
City, State, Zip, Country:	LAYTON UT 84041 United States
Profession:	Building Inspector
License Type:	Combination Inspector
License Number:	10133755-5601
Obtained By:	Application
License Status:	Active
Original Issue Date:	01/10/2018
Expiration Date:	11/30/2023
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS OR NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107
Docket and Citation Number(s):	N/A



Details for DANIEL BEYNON

License Information

Name:	DANIEL BEYNON
City, State, Zip, Country:	Layton UT 84041 United States
Profession:	Building Inspector
License Type:	Limited Inspector
License Number:	4796490-5602
Obtained By:	Application
License Status:	Active
Original Issue Date:	05/12/2021
Expiration Date:	11/30/2023
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS OR NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107
Docket and Citation Number(s):	N/A



INTERNATIONAL CODE COUNCIL

ROBYN LANDERS

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Permit Technician

Given this day June 30, 2021

Certificate No. 9959595

Michael Wich, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer



This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

EXHIBIT “3”

**PROFESSIONAL SERVICES AGREEMENT WITH BEACON CODE CONSULTANTS
TO PROVIDE BUILDING INSPECTION AND PLAN REVIEW SERVICES**

THIS AGREEMENT is effective _____ 2023, by and between TREMONTON CITY, a Utah municipality (“Tremonton” or “City”), and Beacon Code Consultants, LLC, a Utah Limited Liability Company (“Beacon”), individually or jointly, City and Beacon shall be referred to as “Party” or “Parties.”

RECITALS:

WHEREAS, Utah Code Annotated 58-56-4(1) adopted the Uniform Building Code, the Uniform Plumbing Code, the Uniform Mechanical Code, and the National Electrical Code as the uniform building standards for the State of Utah; and

WHEREAS, these aforementioned codes mandate that local jurisdictions issue building permits and perform inspections for construction within their jurisdictions; and

WHEREAS, to meet the requirements of the State of Utah’s uniform building standards, Tremonton City has created the position of Building Inspector; and

WHEREAS, the Building Inspector reviews construction documents, issue permits for the erection and alteration of buildings and structures, and performs the following inspections or re-inspections: Footing and Foundations; Underground Plumbing; Four-Way Inspection, and Final Inspections; and

WHEREAS, Steve Bench, the current Tremonton City Building building inspector, has chosen to retire; and

WHEREAS, Tremonton City has advertised for individuals and firms to submittal proposals to provide Building Inspection and Plan Review Services as an independent contractor; and

WHEREAS, Tremonton City received several proposals from companies and a municipality to provide Building Inspection and Plan Review Services as an independent contractor; and

WHEREAS, one of the outstanding proposals submitted for Building Inspection and Plan Review Services was from Tyler Seaman, owner of Beacon Code Consultants; and

WHEREAS, Beacon Code Consultants has a team of qualified professionals with the knowledge, skills, and abilities to provide Building Inspection and Plan Review Services.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

1. **Engagement of Beacon and Scope of Services.** The City agrees to engage Beacon, and Beacon agrees to provide Building Department services. The Building Department services are comprised of three distinct service elements, which include: (1) Building Department Support Services, (2) Plan Review Services, and (3) Building Inspection Services, which collectively shall be referred to “Service(s)” within this Agreement.

To meet the dynamic need for Building Department services and Building Department staffing within the City, the City Manager may engage Beacon to collectively perform all of the Building Department services or any combination of the three distinct service elements that comprise Building Department services in a given month. Services shall be performed Monday through Friday from 9:00 a.m. - 5:00 p.m. unless workload dictates otherwise, as approved by the City Manager. Below is an itemized list of three distinct service elements that comprise Building Department services, which include but are not limited to the following:

Building Department Support Services

- *General Customer Service and Inquiries.* Provides customer support and responses promptly to all building-related phone calls, emails, and texts.
- *Project Coordination.* Provides coordination with other City departments as well as local agencies.
- *Fee Review.* Reviews Tremonton City Building Permit fees and recommends fee increases or decreases as necessary to reflect current building evaluations and typically fees charged for services, in part based upon the cost to provide these services.
- *Complaints.* Responds to various complaints or building-related problems, evaluates the nature of the complaint or problem, and determines conformance with applicable building codes, and ensures compliance with building codes. As necessary, assists the City in prosecuting violations.
- *State Reports.* Submits required reports relating to building permits to the State of Utah and the City Manager. Also provides special Building Department reports to the City Manager as requested that summarize building and inspection activities in the City.

Plan Review Services

- *Processing of Building Permits.* Facilitates the process to submit building permit applications, including review and approval of the building plans in compliance with building codes and local ordinances.
- *Calculation of Fees.* Calculates building permit fees and impact fees for single-family detached and attached dwelling units and issues the building permit. The City shall calculate the impact fees for commercial, institutional, industrial, and all other building permits.

- *Records.* Maintains consistent and thorough records of building permit applications, approved plans, etc., through a web-based software program. Provides information from these files as requested by City staff, the public, and property owners to comply with any government records access management act (GRAMA). Building permit files are the property of Tremonton City.
- *Residential Plan Examination.* Provides first comments for residential plans within five (5) business days of plans being submitted.
- *Commercial, Institutional, and Industrial Plan Examination.* Provides first comments on commercial, institutional, and industrial plans within (10) business days of plans being submitted.

Building Inspection Services

- *Building Inspection.* Inspects properties and construction sites and enforces the Tremonton City Municipal and Zoning Ordinances applicable to building, International Building Code, International Residential Code, National Electrical Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, and Fire Code as amended from time to time. Provides to the building permit holder an itemized list of corrections needed to comply with applicable building codes or City ordinances.
- *Inspection Timeframes.* Completes inspections promptly and courteously within three (3) business days or as required by the State of Utah. Preferably inspections will occur on the next business day.
- *Records.* Maintains consistent and thorough records of inspection reports and makes these reports available to the Builder and City staff in real time to be done through a web-based software program. Provides information from these files as requested by City staff, the public, and property owners to comply with any government records access management act (GRAMA). Building inspection files are the property of Tremonton City.
- *Code Violation Coaching.* Provides coaching to contractors on code violations and needed corrections identified in the inspections.
- *Stop Work Orders.* Orders work stopped on the construction, alteration, or repairs of buildings in the City when such work is being done in violation of any provisions of any Building Code, Ordinance relating thereto, or in violation of the Subdivision or Zoning Ordinance.
- *Certificates of Occupancies.* Issues certificate of occupancy once the structure is complete and meets the requirements of all building codes and related zoning ordinances.
- *Other Inspections.* Before issuing certain home-occupation permits, as directed by the City and in coordination with the City's Fire department, the Consultant may inspect the prospective places of businesses to ensure compliance with building codes.

2. **Software Solution.** To facilitate Beacon in providing Services, the City shall provide a web-based software solution at the City's cost that allows for building plans to be submitted, building inspections to be scheduled, and inspection reports to be dispersed and cataloged.

The Parties acknowledge that not all Builders or the public may have the ability or means to use the web-based software solution. In these cases, the City and Beacon will facilitate an

alternative means for these individuals to submit plans, schedule building inspections, and receive inspection reports.

3. **Fees for Services.** For the Services provided, the City shall pay Beacon the following billing rates for Services provided, along with mileage reimbursement rates listed below:

Billing Rates for Services

- Building Department Support \$500.00 per month¹
- Certified Combination Inspector \$60.00 per hour¹
- Certified Plans Examination \$60.00 per hour¹
- Travel Time to Tremonton, UT \$60.00 per hour²
- Mileage Rate Reimbursement Current IRS Mileage Reimbursement Rate²

Note ¹: The Parties agree that the Building Department Service Support Fee and hourly rate are subject to a three (3) percent increase annually beginning July 1st, which is the start of the Tremonton City fiscal year.

Note ²: If Beacon is traveling to the Bear River Valley to perform Services for other municipalities, Beacon shall equally split the hourly charge for travel time and mileage reimbursement rate between the cities.

Beacon shall submit to the City invoices for amounts claimed due by Beacon within thirty (30) days after the performance of the Services. All such invoices shall be in a form reasonably acceptable to the City and shall include the following if Beacon provided these Building Department services in a given month: (a) the charge for the Building Department Support Service (b) an itemization and description using the building permit number for reference for Plans Examination; (c) an itemization and description using the building permit number for reference for Building Inspections performed; and (d) travel charges including the hours and mileage rate reimbursement. The City shall pay the amount outlined in the invoice within thirty (30) days of receipt.

4. **Expenses and Costs.** The Fee for Service includes all expenses, taxes, and costs related to the performance of the Services.

5. **Services Performed in a Professional, Reasonable Manner.** Beacon’s staff includes experienced permit technicians, plans examiners, building officials, and inspectors – all International Code Council (ICC) certified and/or licensed. Beacon Code Consultants shall provide Services in a professional manner in compliance with all International Building Codes along with any local amendments enforced by the State of Utah and the City, and with all applicable laws, ordinances, rules, regulations, and applicable standards of performance, including, but not limited to, the status verify system requirements for contractors of Utah Code Ann. § 63G-12-302. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Beacon.

6. **Public Information.** Beacon understands and agrees that this Agreement and related invoices, etc., will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et*

seq., and as such may be subject to a public records request.

7. **Equipment and Facilities.** For purposes of performing the Services, Beacon shall furnish and supply at their sole cost all necessary labor, supervision, equipment, tools, vehicles, computer, tablets, software, and supplies required and incident to performing the Services.

8. **Indemnity.** Beacon shall defend, protect, indemnify, save, and hold harmless the City, including its elected and appointed officials, employees, agents, and contractors, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Beacon providing the Services to City. Nothing herein shall be construed to require Beacon to indemnify City against City's own negligence.

9. **Governmental Immunity.** The City advises Beacon that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this contract are expressly limited to the amounts identified in the Act."

10. **Term.** This Agreement shall be effective as of the signing of the Agreement. Either Party may suspend or terminate this Agreement with a hundred and eighty (180) days prior written notice to the other Party. If this Agreement is suspended or terminated, Beacon shall submit an invoice to the City itemizing and describing reasonable expenses incurred by Beacon before the City's suspension or termination of the Agreement. The City shall pay only reasonable expenses, as determined solely by the Tremonton City Manager, documented in Beacon's submitted invoice. Beacon may appeal the Tremonton City Manager's decision on the amount paid to Beacon to the Tremonton City Council, whose decision shall be final.

11. **Assignment and Delegation.** Beacon shall not assign or delegate the performance of his duties under this Agreement without the prior written approval of the City.

12. **Employment Status.**

a. **Official Status.** Beacon shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of Beacon and shall be considered to be Beacon. Beacon has no authority, expressed or implied, to bind City to any agreement, settlements, or liability whatsoever.

b. **Salary and Wages.** The City shall not have any obligation or liability for paying any salary or other compensation to personnel providing Services hereunder.

17. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

18. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

19. **Entire Agreement and Modification of Agreement.** This Agreement and exhibits attached hereto constitute the entire agreement between the Parties about the subject matter hereof and supersede all prior agreements and understandings pertaining thereto. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the Parties.

20. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war, beyond that Party's reasonable control.

21. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement and beyond.

22. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any Party may, by notice, deliver in the manner provided in this Agreement but shall be under no obligation to waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

23. **Rights and Remedies.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

24. **Severability.** If any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition contained herein. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

25. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

26. **Injunctive Relief.** Notwithstanding anything to the contrary in this Agreement, Beacon acknowledges that the unauthorized use or disclosure of confidential information would

cause irreparable harm to City. Accordingly, Beacon agrees that City will have the right to obtain an immediate injunction against any breach or threatened breach of section 6 of this Agreement and the right to pursue any and all other rights or remedies available at law or in equity for such breach.

27. **Conflicts of Interest.** Beacon represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the City to secure favorable treatment with respect to being awarded this Agreement.

28. **Counterparts, Duplicate Copies, and Facsimile Copies.** This Agreement may be executed in counterparts such that an Agreement with a complete set of signatures, whether or not on different copies of the page on which the signatures appear, shall constitute a fully-executed Agreement. All executed copies of this Agreement shall include duplicate originals, and a copy or facsimile signature shall be treated for all purposes as an original signature.

29. **Authority.** The undersigned each represents that they have full authority to sign this Agreement and enter into it on behalf of the Party to the Agreement so reflected by each signature.

IN WITNESS WHEREOF, City caused this Agreement to be signed, and Beacon has caused the same to be signed and delivered.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

BEACON CODE CONSULTANTS, LCC
A Utah Limited Liability Corporation

By _____
Tyler Seaman, Owner

**TREMONTON CITY
CITY COUNCIL MEETING
March 7, 2023**

TITLE:	Discussion and consideration of adopting Resolution No. 23-16 approving the Rivers Edge Dedication Agreement between Rivers Edge Real Holdings, LLC and Tremonton City for the City’s receipt of real property, water shares, and easements
FISCAL IMPACT:	Per Ordinance No. 21-10, single-family detached units are assessed a Storm Drain System Impact Fee of \$3,570.54 when the City issues a building permit. Within Rivers Edge – Phase 1 subdivision plat, there are 72 single-family detached lots. As such, the City anticipates collecting \$257,078.88 (\$3,570.54 x 72 = \$257,078.88) that would be available to reimburse the Developer for the 2.5 acres in land costs (\$75,620.55) that is being dedicated as a System Improvement.
PRESENTER:	Shawn Warnke, City Manager

BACKGROUND:

On December 7, 2021, the Tremonton City Council adopted Ordinance No. 21-11, annexed approximately 135 acres owned by Rivers Edge Real Holdings, LLC (hereafter “Rivers Edge”). As part of annexing this property, the Tremonton City Council adopted Ordinance No. 21-12, approving the Rivers Edge Pre-Annexation and Master Development Agreement (hereafter, “Master Development Agreement”).

The Master Development Agreement obligates Rivers Edge to dedicate to the City without any additional consideration of cash, proportionate Impact Fee credits, and proportionate Impact Fee reimbursement, including:

- 5.462 acres of real property for a Public Park.
- 0.0918 acres or 4,022 square feet of real property for a Secondary Water Pump Station.
- Access easements and utility easements from the Public Park and Secondary Water Pump Station to other public rights of way.
- 7.962 Bear River Canal Water Shares (5.462 for the Public Park and 2.5 for the Regional Storm Drain Basin).

The Master Development Agreement obligates the City to reimburse Rivers Edge with impact fees for dedicating certain improvements that benefit areas outside of the 135 acres, including but not limited to:

- 2.5 acres of real property for a Regional Storm Drain Basin. The dedication of the 2.5 acres for the Regional Storm Drain Basin shall be comprised within the 7.962 associated with the public park. As per the Master Development Agreement, Rivers Edge’s dedication of the land for the Regional Storm Drain Basin is a System Improvement. The City shall reimburse Rivers Edge \$75,620.55 for said land through storm drain impact fees.

After approving this Dedication Agreement, Rivers Edge shall record warranty deeds in the Box Elder County Recorder office that transfers the aforementioned real property to the City. Additional River Edge shall file the necessary documents with the Bear River Canal Company to transfer 7.962 Bear River Canal Company Water Shares to the City.

Rivers Edge desires to have assurances that the City acknowledges and accepts the aforementioned dedication of real property and water shares, satisfying some of the related obligations in the Master Development Agreement for certain improvements and contributions, which is done through approving this Dedication Agreement.

RESOLUTION NO. 23-15

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING THE RIVERS EDGE DEDICATION AGREEMENT BETWEEN RIVERS EDGE REAL HOLDINGS, LLC AND TREMONTON CITY FOR THE CITY'S RECEIPT OF REAL PROPERTY, WATER SHARES, AND EASEMENTS

WHEREAS, Rivers Edge Real Holdings, LLC (hereafter "Rivers Edge") is the owner of approximately 135 acres of real property legally described in Exhibit "1" (hereafter "Property"); and

WHEREAS, before December 7, 2021, the Property was situated in the incorporated limits of Tremonton City and in an unincorporated area of Box Elder County adjacent to the incorporated limits of Tremonton City; and

WHEREAS, Rivers Edge desires to develop a mixed-use project on the Property comprised of the following land uses as detailed in Exhibit "2" (hereafter "Project"):

- 224 townhomes on two (2) parcels totaling 14.01 acres; and
- 240 apartments on 10.23 acres; approximately; and
- 264 single-family lots with a minimum of 10,000 square feet per lot; and
- 5.5 acres of commercial development; and

WHEREAS, before developing the Project on the Property, Rivers Edge desired to annex the portion of the Property that was outside the corporate city limits of Tremonton City into the corporate city limits of Tremonton City to receive services offered by the City; and

WHEREAS, on December 7, 2021, the Tremonton City Council adopted Ordinance No. 21-11, annexing the portion of the Property that was outside the corporate city limits of Tremonton City into the corporate city limits of Tremonton City; and

WHEREAS, to serve the Property with municipal services, Rivers Edge and Tremonton City have agreed that Rivers Edge shall install certain improvements or otherwise cooperate with the City; and

WHEREAS, on December 7, 2021, the Tremonton City Council adopted Ordinance No. 21-12, approving the Rivers Edge Pre-Annexation and Master Development Agreement (hereafter "Master Development Agreement"); and

WHEREAS, Rivers Edge and Tremonton City hereto have entered this Master Development Agreement, which specifically details certain obligations of the Parties, which obligations include but are not limited to:

- The timing of Rivers Edge dedicating certain improvements and contributions to the City so that the City can provide municipal services and otherwise meet the goals and policies of the City without the City giving Rivers Edge any additional consideration of cash, proportionate Impact Fee credits, and proportionate Impact Fee reimbursement; and
- The timing of the City reimbursing Rivers Edge with impact fees for dedicating certain improvements that benefit areas outside of the Project; and

WHEREAS, some of the improvements and contributions that the Master Development Agreement obligates Rivers Edge to dedicate to the City without any additional consideration of cash, proportionate Impact Fee credits, and proportionate Impact Fee reimbursement, include:

- 5.462 acres of real property for a Public Park; and
- 0.0918 acres or 4,022 square feet of real property for a Secondary Water Pump Station; and
- Access easements and utility easements from the Public Park and Secondary Water Pump Station to other public rights of way; and
- 7.962 Bear River Canal Water Shares (5.462 for the Public Park and 2.5 for the Regional Storm Drain Basin); and

WHEREAS, some of the improvements and contributions that the Master Development Agreement obligate the City to reimburse Rivers Edge with impact fees for dedicating certain improvements that benefit areas outside of the Project include but are not limited to:

- 2.5 acres of real property for a Regional Storm Drain Basin. To avoid confusion, the Stormwater Drain Basin adjoins or is located within the Park Space. More specifically, the dedication of the 2.5 acres for the Regional Storm Drain Basin shall be comprised within the 7.962 acres shown and labeled as “Park” on the project plan contained in Exhibit “2.” As per the Master Development Agreement, Rivers Edge’s dedication of the land for the Regional Storm Drain Basin is a System Improvement, and the City shall provide Rivers Edge an impact fee reimbursement in the amount of \$75,620.55 for said land, which Rivers Edge covenants is the same price per acre that Rivers Edge purchased the Property for; and

WHEREAS, Rivers Edge shall record warranty deeds in the office of the Box Elder County Recorder that transfer the aforementioned real property to the City; and

WHEREAS, Rivers Edge has filed or shall file the necessary documents with the Bear River Canal Company to transfer 7.962 Bear River Canal Company Water Shares to the City; and

WHEREAS, Rivers Edge desires to have assurances that the City acknowledges and accepts the aforementioned dedication of real property and water shares, satisfying some of the related obligations in the Master Development Agreement for certain improvements and contributions.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the Rivers Edge Dedication Agreement between Rivers Edge Real Holdings, LLC and Tremonton City, for the City’s receipt of real property, water shares, and easements as contained in Exhibit “3” is approved.

PASSED AND ADOPTED by the Tremonton City Council on the 7th day of March 2023. To become effective upon passage.

TREMONTON CITY CORPORATION
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

NOTARY PUBLIC

State of Utah)
 §
County of Box Elder)

On this ____ day of _____, in the year 2023, before me _____

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.

Notary Public

EXHIBIT "1"

Legal Description of the "Property"

LEGAL DESCRIPTION

A part of Section 2, Township 11 North, Range 3 West, Salt Lake Base and Meridian, U.S Survey:

Beginning at the Center of said Section 2 said point being 2639.50 feet North 01°20'04" West from the South Quarter corner of said Section; and running thence North 88°50'54" East 2,004.33 feet; thence South 01°09'01" East 186.64 feet; thence North 89°58'32" East 104.95 feet; thence South 00°01'28" East 126.74 feet; thence North 88°51'00" East 266.41 feet; thence South 08°30'15" West 123.54 feet; thence South 00°01'14" East 206.20 feet; thence South 04°06'23" East 676.79 feet; thence South 88°50'19" West 608.67 feet; thence South 24°20'00" West 1,406.61 feet; thence South 88°49'43" West 35.75 feet; thence North 24°20'00" East 375.60 feet; thence South 88°49'43" West 324.94 feet; thence South 01°10'15" East 7.00 feet; thence South 88°49'43" West 180.00 feet; thence South 01°10'15" East 332.00 feet; thence South 88°49'43" West 97.88 feet; thence North 01°10'15" West 105.00 feet; thence South 87°39'50" West 107.75 feet; thence South 02°19'13" West 103.00 feet; thence South 88°49'43" West 570.25 feet; thence North 01°20'04" West 338.53 feet; thence South 88°49'41" West 357.63 feet; thence North 14°29'46" West 92.49 feet; thence North 14°32'43" West 136.57 feet; thence North 14°31'32" West 54.36 feet; thence North 00°46'38" West 145.74 feet; thence North 08°58'18" East 60.95 feet; thence North 01°11'46" West 120.00 feet; thence South 88°48'14" West 209.45 feet; thence North 87°50'49" West 60.08 feet; thence South 89°13'22" West 200.00 feet; thence South 89°13'28" West 222.96 feet; thence North 74°47'49" West 121.70 feet; thence North 03°34'08" East 157.10 feet; thence North 33°20'49" East 123.47 feet; thence North 77°10'36" East 60.00 feet; thence North 89°56'18" East 568.51 feet; thence North 00°03'41" West 120.16 feet; thence North 04°06'54" West 60.12 feet; thence North 00°03'31" West 99.25 feet; thence North 58°18'35" East 114.42 feet; thence North 16°07'42" East 102.16 feet; thence North 15°50'30" East 101.96 feet; thence North 27°11'56" East 399.77 feet; thence North 62°48'02" West 120.00 feet; thence North 27°11'58" East 66.99 feet; thence North 62°48'02" West 213.04 feet; thence North 29°12'26" East 25.27 feet; thence North 04°52'40" East 159.87 feet; thence North 01°00'48" West 144.50 feet; thence North 27°29'05" East 72.06 feet; thence North 55°12'22" East 419.94 feet; thence South 01°20'01" East 373.07 feet to the POINT OF BEGINNING.

Containing 135.5117 acres, more or less.

END OF DESCRIPTION.

EXHIBIT “3”

**THE RIVERS EDGE DEDICATION AGREEMENT BETWEEN TREMONTON CITY
AND RIVERS EDGE REAL HOLDINGS, LLC**

This Dedication Agreement (the “Agreement”) is made as of the date fully executed (the “Effective Date”) by and between Rivers Edge Real Holdings, LLC, a Utah limited liability company (“Owner”), and Tremonton City, a body corporate and politic of the State of Utah (“City”), individually or jointly, the Owner and the City shall be referred to as “Party” or “Parties.”

WHEREAS, in connection with its development of a project known as Rivers Edge and pursuant to that certain Pre-Annexation and Master Development Agreement approved by the City on December 7, 2021, as Ordinance No. 21-12 (the “Master Development Agreement”), the Owner is obligated to dedicate the Park Property, the Pump Station Property, and the Pump Station Access, Public Utility and Municipal Utility Easement (as defined herein) to City; and

WHEREAS, the City has agreed to accept a public dedication of the Park Property, the Pump Station Property, the Pump Station Access, Public Utility and Municipal Utility Easement; and

WHEREAS, the City, by accepting title to the Park Property and the Pump Station Property, agrees to maintain the same and accepts full responsibility for all maintenance, repair, and other costs of ownership and operation of the Park Property and the Pump Station Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions.

a. Park Property. The “Park Property” shall refer to that real property described in Exhibit “A” hereto.

b. Pump Station Property. The “Pump Station Property” shall refer to that real property described in Exhibit “B” hereto.

c. Pump Station Access, Public Utility and Municipal Utility Easement. The “Pump Station Access, Public Utility and Municipal Utility Easement” shall refer to the easement and its accompanied legal description as described in Exhibit “C” hereto.

d. Master Development Agreement. Capitalized terms not otherwise defined herein shall have the meaning proscribed to them in the Master Development Agreement.

2. Water Shares. In conjunction with the dedication of the Park Property and the Pump Station Property, the Master Development Agreement obligates the Owner to transfer one share of the Bear River Canal Company to the City for each acre of real property associated with the Park Property. Within three (3) business days of the Effective Date, the Owner shall cause 7.987 shares of the Bear River Canal Company (the “Water Shares”) to be conveyed to the City at no cost to the City. The Owner’s dedication of the Water Shares to the City is made without any

additional consideration of cash, proportionate Impact Fee credits, and proportionate Impact Fee reimbursement.

3. Dedication of Land. Within three (3) business days of the Effective Date, the Owner shall record, or cause to be recorded, warranty deeds in the office of the Box Elder County Recorder conveying the Park Property and the Pump Station Property to the City.

4. Dedication of Easements. Within three (3) business days of the Effective Date, the Owner shall record, or cause to be recorded, the Pump Station Access, Public Utility and Municipal Utility Easement as contained within Exhibit “C,” in the office of the Box Elder County Recorder.

5. Satisfaction of Owner Obligations. As described in further detail below, the Owner’s dedication of the land or easements to the City will completely satisfy or partially satisfy certain requirements within the Master Development Agreement.

a. Section 3.2(b)- Dedication of Land for a Regional Storm Drain Basin and Water Shares. The City acknowledges and agrees that, upon recording a warranty deed, in the office of the Box Elder County Recorder, conveying the Park Property to the City, and conveying the Water Shares, the Owner shall have satisfied its obligations as contained in Section 3.2(b) of the Master Development Agreement. which requires the Owner’s dedication of 2.5 acres of real property for a regional storm drain basin and 2.5 water shares.

To avoid confusion, the Park Property includes land that will serve as a regional storm drain basin. The Master Development Agreement requires the Owner to dedicate approximately 5.462 acres more or less of real property for a Public Park and 2.5 acres for the regional storm drain basin, which comprise the 7.9875 acres referred to in this Dedication Agreement as Park Property.

As per the Master Development Agreement, the Owner’s dedication of 2.5 acres of real property for the regional storm drain basin is a System Improvement. The City shall provide the Owner an impact fee reimbursement of \$75,620.55 for land in which the Owner covenants is the same price per acre that the Owner purchased the Property. Nothing contained herein shall alter the City’s obligation to reimburse the Owner the amount of \$75,620.55 pursuant to Section 3.2(b) of the Master Development Agreement. Nothing contained herein shall alter the reimbursement process, contingencies, and limitations of the reimbursement, which are fully described and detailed in the Master Development Agreement.

b. Section 3.4(b)- Dedication of Public Park Space and Water Shares. The City acknowledges and agrees that, upon recording a warranty deed, in the office of the Box Elder County Recorder, conveying the Park Property to the City, and conveying the Water Shares, the Owner shall have satisfied its obligations as contained in Section 3.4(b) of the Master Development Agreement which requires the Owner’s dedication of 5.462 acres of real property for a public park and 5.462 water shares.

Excepting the 2.5 acres of real property that is comprised of the regional storm drain basin as described above, the remaining dedication of 5.462 acres, more or less of the Park Property and water shares dedicated to the City, is done by the Owner without any additional consideration of cash, proportionate Impact Fee credits, and proportionate Impact Fee reimbursement.

c. Section 3.6(b)- Dedication of Secondary Water Pump Station Site. The City acknowledges and agrees that, upon recording a warranty deed, in the Office of the Box Elder County Recorder, conveying the Pump Station Property to the City, the Owner shall have satisfied its obligations contained in Section 3.6(b) of the Master Development Agreement which requires the Owner's dedication of land for a secondary water pump station. The Owner's dedication of the Pump Station Property to the City is made without any additional consideration of cash, proportionate Impact Fee credits, and proportionate Impact Fee reimbursement.

d. Section 3.6(b)- Utility Easements & Legal Access Pump Station Property. The City acknowledges and agrees that, upon the recording of a Pump Station Access, Public Utility and Municipal Utility Easement as contained in Exhibit "C," in the office of the Box Elder County Recorder, the Owner shall have satisfied a portion of its obligations contained in Section 3.6(b) of the Master Development Agreement which requires the Owner's dedication of legal access and utility easements for the Pump Station Property.

The Owner shall retain the obligations contained in Section 3.6(b) of the Master Development Agreement related to the conveyance of legal access and public utility and municipal utility easements for the entire right-of-way that comprises the 950 East Collector Road and 450 North Collector Road to the Pump Station Property. Completing this obligation shall occur by recording the Rivers Edge Phase 1 subdivision plat, which shall dedicate the remaining legal access and public utility and municipal utility easements required by Section 3.6(b). The Owner agrees to (i) continue diligently pursuing the approval of the Rivers Edge Phase 1 subdivision plat and (ii) record the Rivers Edge Phase 1 subdivision plat within fifteen (15) days of its approval by the City. If by no fault of the City the Rivers Edge Phase 1 subdivision plat has not been recorded within one hundred twenty (120) days of the Effective Date, the City may request in writing that Owner dedicate the remaining legal access and public utility and municipal utility easements. The Owner shall dedicate and record the remaining legal access and public utility and municipal utility easements within fifteen (15) days of its receipt of such written request.

e. Sections 3.2(b) and 3.4(b)- Utility Easements & Legal Access Park Property. The Owner acknowledges that they have not satisfied its obligations contained in Sections 3.2(b) and 3.4(b) of the Master Development Agreement, which requires the Owner's dedication of legal public access to the regional storm drain basin and Public Park Space and utility easements for the Park Property.

The Owner shall retain the obligations contained in Sections 3.2(b) and 3.4(b) of the Master Development Agreement related to the conveyance of legal access and public utility and municipal utility easements for the entire right-of-way that comprises the 950

East Collector Road and 450 North Collector Road. Completing this obligation shall occur with recording the Rivers Edge Phase 1 subdivision plat, which shall dedicate the legal access and public utility and municipal utility easements required by Sections 3.2(b) and 3.4(b). The Owner agrees to (i) continue diligently pursuing the approval of the Rivers Edge Phase 1 subdivision plat and (ii) record the Rivers Edge Phase 1 subdivision plat within fifteen (15) days of its approval by the City. If by no fault of the City the Rivers Edge Phase 1 subdivision plat has not been recorded within one hundred twenty (120) days of the Effective Date, the City may request in writing that Owner dedicate the remaining legal access and public utility and municipal utility easements. The Owner shall dedicate and record the remaining legal access and public utility and municipal utility easements within fifteen (15) days of its receipt of such written request.

6. No Alteration. Except to the extent specifically and explicitly addressed herein, the Master Development Agreement remains unchanged and in full force and effect. The Owner and the City may continue to rely on the Master Development Agreement regarding each Parties' responsibilities and obligations to the extent that this Agreement does not address such responsibilities and obligations.

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Agreement as of the date(s) referenced below.

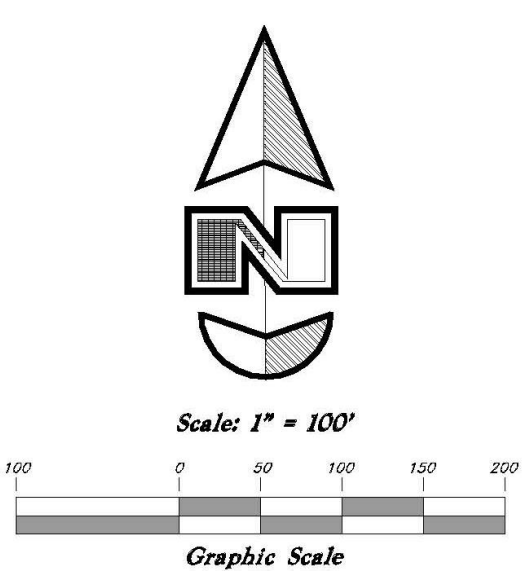
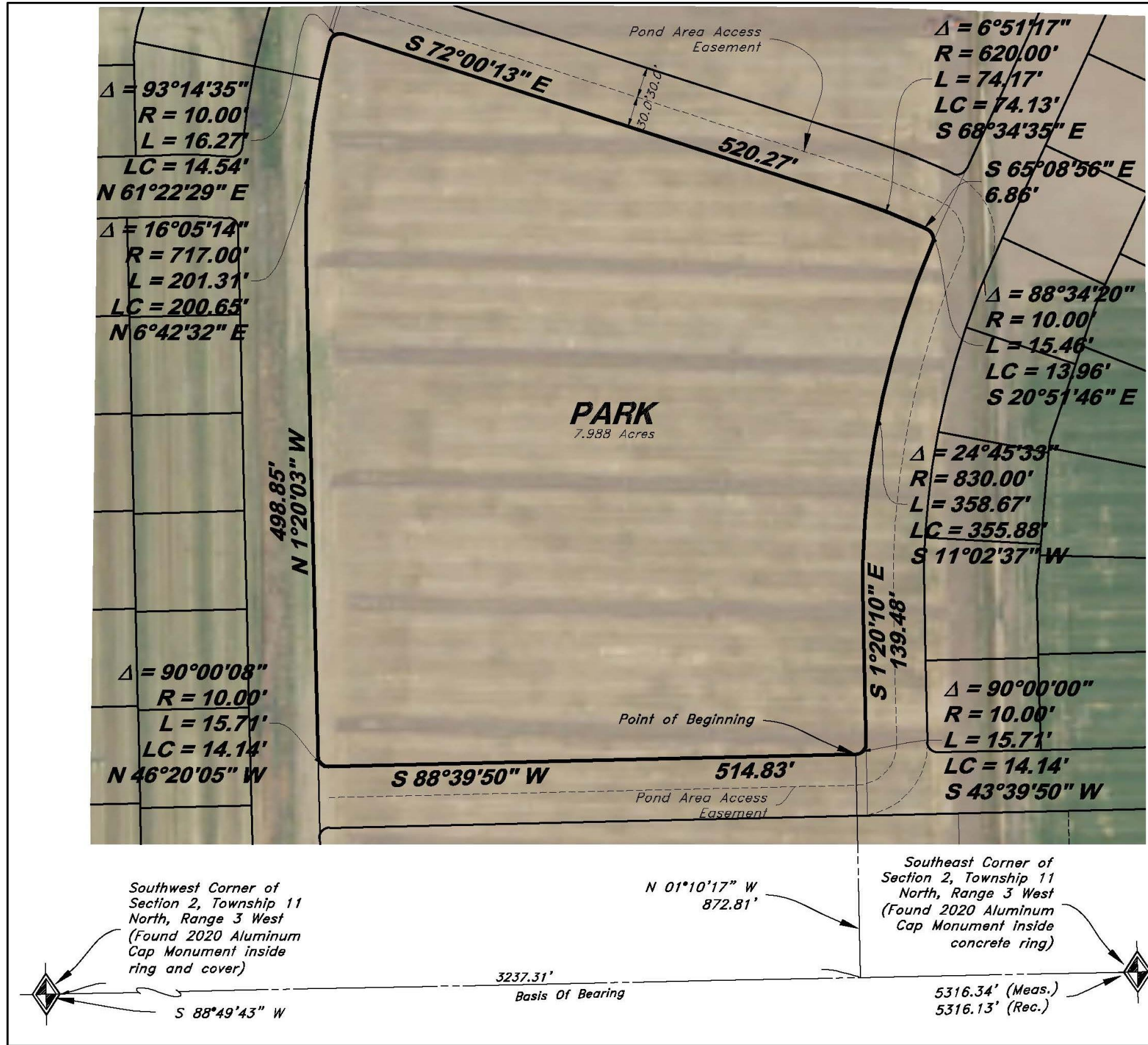
CITY

By: _____
Lyle Holmgren, Tremonton City Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"- PARK PROPERTY



PARK PROPERTY DESCRIPTION

A part of the Southeast Quarter of Section 2, Township 11 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, Tremonton City, Box Elder County, Utah

Commencing at the Southwest corner of said Section 2; thence 3,237.31 feet North 88°49'43" East along the Section line and 872.81 feet North 01°10'17" West to the POINT OF BEGINNING; thence South 88°39'50" West 514.83 feet to a point of curvature; thence Northwesterly along the arc of a 10.00 foot radius curve to the right a distance of 15.71 feet (Central Angle equals 90°00'08" and Long Chord bears North 46°20'05" West 14.14 feet); thence North 01°20'03" West 498.85 feet to a point of non-tangent curvature (Center bears North 88°40'03" East); thence Northerly along the arc of a 717.00 foot radius curve to the right a distance of 201.31 feet (Central Angle equals 16°05'14" and Long Chord bears North 06°42'32" East 200.65 feet) to a point of non-tangent curvature (Center bears South 75°14'48" East); thence Northeasterly along the arc of a 10.00 foot radius curve to the right a distance of 16.27 feet (Central Angle equals 93°14'35" and Long Chord bears North 61°22'29" East 14.54 feet); thence South 72°00'13" East 520.27 feet to a point of curvature; thence Easterly along the arc of a 620.00 foot radius curve to the right a distance of 74.17 feet (Central Angle equals 06°51'17" and Long Chord bears South 68°34'35" East 74.13 feet); thence South 65°08'56" East 6.86 feet to a point of curvature; thence Southerly along the arc of a 10.00 foot radius curve to the right a distance of 15.46 feet (Central Angle equals 88°34'20" and Long Chord bears South 20°51'46" East 13.96 feet) to a point of reverse curvature; thence Southerly along the arc of a 830.00 foot radius curve to the left a distance of 358.67 feet (Central Angle equals 24°45'33" and Long Chord bears South 11°02'37" West 355.88 feet); thence South 11°02'37" West 355.88 feet; thence South 01°20'10" East 139.48 feet to a point of curvature; thence Southwesterly along the arc of a 10.00 foot radius curve to the right a distance of 15.71 feet (Central Angle equals 90°00'00" and Long Chord bears South 43°39'50" West 14.14 feet) to the POINT OF BEGINNING.

Containing 7.9875 acres, more or less.

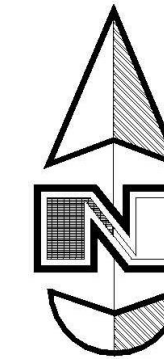
Sheet No. EX-01

Job Name: The Park
 Job No: 20N710
 Date: 16 Feb. 2023

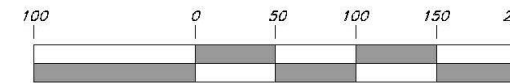
GREAT BASIN ENGINEERING

746 SOUTH 1475 EAST, OGDEN, UTAH 84403
 WWW.GREATBASINENGINEERING.COM

EXHIBIT “B”- PUMP STATION PROPERTY



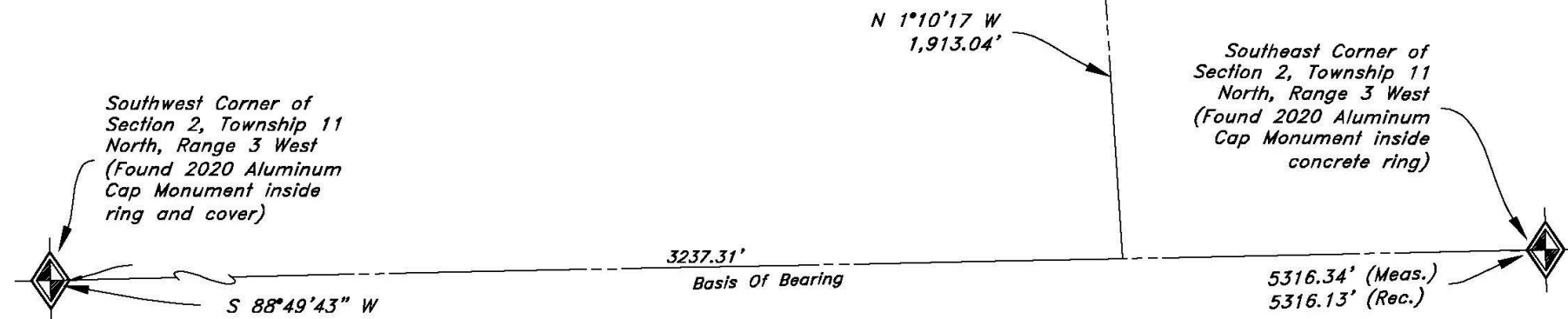
Scale: 1" = 100'



Graphic Scale

PUMP STATION PROPERTY DESCRIPTION

A part of the Southeast Quarter of Section 2, Township 11 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, Tremonton City, Box Elder County, Utah
 Commencing at the Southeast corner of said Section 2, thence 299.62 feet South 88°49'43" West along the Section line and 1,913.04 feet North 01°10'17" West to a point on the West Boundary of the Bear River Canal as established in 2022, being the POINT OF BEGINNING; and running thence South 85°53'52" West 110.25 feet; thence North 04°06'08" West 35.40 feet to a point of curvature; thence Northeasterly along the arc of a 10.00 foot radius curve to the right a distance of 18.28 feet (Central Angle equals 104°44'50" and Long Chord bears North 48°16'17" East 15.84 feet to a point of non-tangent curvature (Center bears North 10°39'19" East); thence Easterly along the arc of a 507.00 foot radius curve to the left a distance of 99.09 feet (Central Angle equals 11°11'55" and Long Chord bears South 84°56'39" East 98.94 feet) to said West Boundary Line; thence South 04°10'10" East 29.32 feet along said West Line to the POINT OF BEGINNING.
 Containing 4,022 square feet more or less.



Sheet No. EX-02

Job Name: Pump House

Job No: 20N710

Date: 1 Jan. 2023

GREAT BASIN ENGINEERING
 5745 SOUTH 1475 EAST, ORDEN, UTAH 84403
 MAIN (801) 394-4515, B.L.O. (801) 394-0222, FAX (801) 394-7844
 WWW.GREATBASINENGINEERING.COM

**EXHIBIT “C”- PUMP STATION ACCESS, PUBLIC UTILITY AND MUNICIPAL
UTILITY EASEMENT**

After recording, please return to:
Tremonton City Corp.
102 S. Tremont Street
Tremonton, Utah 84337

**PUMP STATION ACCESS, PUBLIC UTILITY, MUNICIPAL UTILITY, PARK
MAINTENANCE, PARK ACCESS, STORM DRAIN BASIN ACCESS, AND STORM
DRAIN MAINTENANCE EASEMENT**

Rivers Edge Real Holdings, LLC, Grantor, of 965 S 100 W, SUITE 203 LOGAN, UT 84321, hereby GRANTS to Tremonton City, Corporation, Grantee, of 102 S. Tremont Street Tremonton, Utah 84337, for the sum of TEN DOLLARS and other good and valuable consideration the following described Pump Station Access, Public Utility, Municipal Utility, Park Maintenance, Park Access, Storm Drain Basin Access, Storm Drain Maintenance Easement and Right of Way. Said easement shall be interpreted in the broadest sense and shall allow Grantee access to the easement area for any reasonable need associated with the operations of Tremonton City. The term of the easement shall be perpetual, and the effect of the easement shall run with the land. The easement is legally described below and depicted in Exhibit "1":

A 60.00 foot Wide, PUMP STATION ACCESS, PUBLIC UTILITY, MUNICIPAL UTILITY, PARK MAINTENANCE, PARK ACCESS, STORM DRAIN ACCESS, AND STORM DRAIN MAINTENANCE EASEMENT being 30.00 Feet on both sides of the Following described Centerline:

A part of the South Half of Section 2, Township 11 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, Tremonton City, Box Elder County, Utah

Commencing of the Southeast corner of said Section 2; thence 303.43 feet South 88°49'45" West along the Section line; and 1,975.35 feet North 01°10'15" West to the POINT OF BEGINNING; said point also being the beginning of a curve to the right, of which the radius point lies North 00°13'38" West, a radial distance of 474.00 feet; thence Westerly along the arc of a 474.00 foot radius curve to the right a distance of 89.99 feet (Central Angle equals 10°52'39", and Long Chord bears North 84°47'18" West 89.85 feet) to a point of reverse curvature; thence Westerly along the arc of a 483.71 foot radius curve to the left a distance of 99.68 feet (Central Angle equals 11°48'27" and Long Chord bears North 85°15'12" West 99.51 Feet); thence South 88°50'35" West 205.81 feet to a point of curvature; thence Westerly along the arc of a 350.00 foot radius curve to the right a distance of 151.19 feet (Central Angle equals 24°45'00" and Long Chord bears North 78°46'56" West 150.02 feet); thence North 66°24'26" West 305.07 Feet to a point of curvature; thence Westerly along the arc of a 200.00 foot radius curve to the left a distance of 86.37 Feet (Central Angle equals 24°44'35" and Long Chord bears North 78°46'43" West 85.70 Feet); thence South 88°51'00" West 326.27 feet to a point of curvature; thence Westerly along the arc of a 200.00 foot radius curve to the right a distance of 149.90 feet (Central Angle equals 42°56'38" and Long Chord bears North 69°40'41" West 146.42 feet); thence North 48°12'22" West 130.65 feet to a point of non-tangent curvature (Center bears North 47°26'32" West); thence Southwesterly along the arc of a 375.00 foot radius curve to the right a distance of 201.61 feet (Central Angle equals 30°48'14" and Long Chord bears South 57°57'35" West 199.19 feet); thence South 75°21'42" West 288.15 feet to a point of curvature; thence Southwesterly along the arc of a 375.00 foot radius curve to the left a distance of 315.33 feet (Central Angle equals 48°10'46" and Long Chord bears South 49°16'19" West 306.12 feet); thence South 25°10'56" West 254.14 feet to a point of curvature; thence Southerly along the arc of a 750.00 foot radius curve to the left a distance of 177.36 feet (Central Angle equals 13°32'57" and Long Chord bears South 18°24'28" West 176.94 feet to the POINT OF ENDING.

WITNESS, the hand of said grantor, this ____ day of _____, 2023.

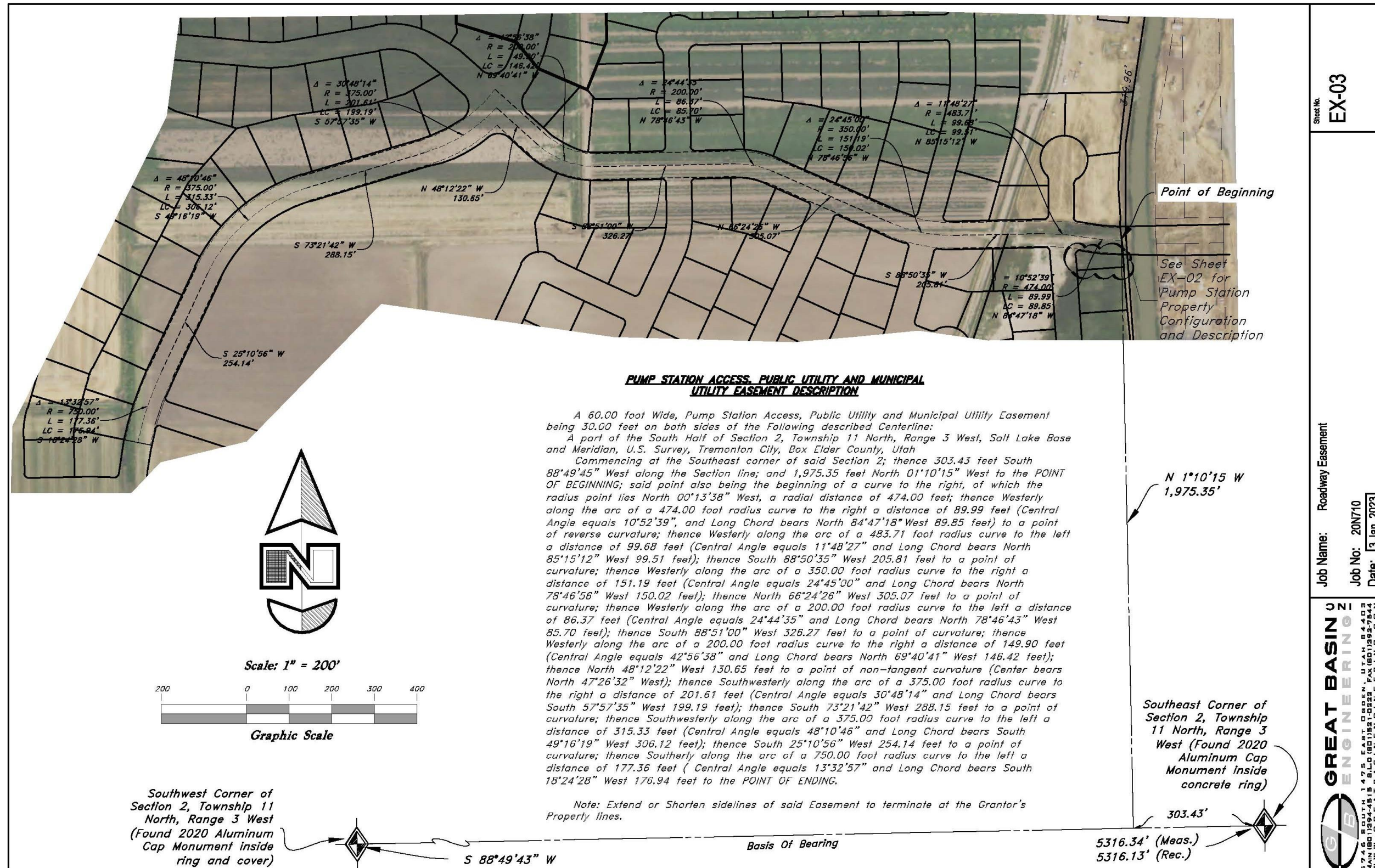
Michael Jewell, Manager
Rivers Edge Real Holdings, LLC

STATE OF UTAH)
 :ss.
County of _____)

On this ____ day of _____, 2023, personally appeared before me Michael Jewell in his capacity as the Manager of Rivers Edge Real Holdings, LLC, the signer of the within instrument, who duly acknowledged to me that he was authorized to and did execute the same.

Notary Public

EXHIBIT "1"



Sheet No. EX-03

Job Name: Roadway Easement

Job No: 20N710
Date: 3 Jan. 2023

GREAT BASIN ENGINEERING

746 SOUTH 1475 EAST, OGDEN, UTAH 84403
 PH: (801) 225-1022 FAX: (801) 225-7844
 WWW.GRETBASINENGINEERING.COM

**TREMONTON CITY
CITY COUNCIL MEETING
March 7, 2023**

TITLE:	Discussion and consideration of adopting Resolution No. 23-16 selecting Maurine L Bachman as the lead acquisition agent for the 1000 North Widening Project from 2300 West to 2650 West
FISCAL IMPACT:	Maurine L Bachman's fee for service is \$2,000 per acquisition, which includes meetings, mileage, document preparation, contacts with the property owners, getting signatures, coordinating appraisals, and closings.
PRESENTER:	Shawn Warnke, City Manager

BACKGROUND:

Tremonton City is currently engineering the 1000 North Road Widening Project from 2300 West to 2650 West. The 1000 North Road Widening Project requires that the City obtain temporary construction easements and permanent cut-and-fill easements. The City Engineer has determined the areas of impact on adjoining properties and the easements the City will need to obtain.

The City has determined the need to engage a Lead Acquisition Agent to facilitate the acquisition process by coordinating with other professionals and ultimately obtaining the needed easements from property owners. Tremonton City has solicited and received bids from several Lead Acquisition Agents on UDOT per-qualified consultant pool. City staff recommends that the City select Maurine L Bachman as the Lead Acquisition Agent for this project.

Attachment: Resolution No. 23-16

RESOLUTION NO. 23-16

A RESOLUTION OF TREMONTON CITY CORPORATION SELECTING MAURINE BACHMAN AS THE LEAD ACQUISITION AGENT SERVICES FOR THE 1000 NORTH WIDENING PROJECT FROM 2300 WEST TO 2650 WEST

WHEREAS, Tremonton City is currently engineering the 1000 North Road Widening Project from 2300 West to 2650 West in Tremonton, Utah (see Exhibit “A”); and

WHEREAS, the 1000 North Road Widening Project requires that the City obtain temporary construction easements and permanent cut-and-fill easements; and

WHEREAS, the City Engineer has determined the areas of impact on adjoining properties and the temporary and permanent easements that the City will need to obtain; and

WHEREAS, the City has determined the need to engage a Lead Acquisition Agent to facilitate the acquisition process (see Exhibit “B”) by coordinating with other professionals and ultimately obtaining the needed easements from property owners; and

WHEREAS, Tremonton City has solicited and received bids from several Lead Acquisition Agents on UDOT per-qualified consultant pool; and

WHEREAS, based upon received bid responses from Lead Acquisition Agents, Tremonton City has identified the firm with the lowest bid qualified to facilitate the acquisition process for the City and obtain the necessary easements.

NOW THEREFORE BE IT RESOLVED by the Tremonton City Council that the City selects Maurine L Bachman, a Principal Broker with All Aspects Real Estate, as a Lead Acquisition Agent with a bid contained in Exhibit “C.”

PASSED AND ADOPTED by the Tremonton City Council on the 7th day of March 2023. To become effective upon passage.

TREMONTON CITY CORPORATION
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"

1000 North Widening (2300 West to 2660 West)

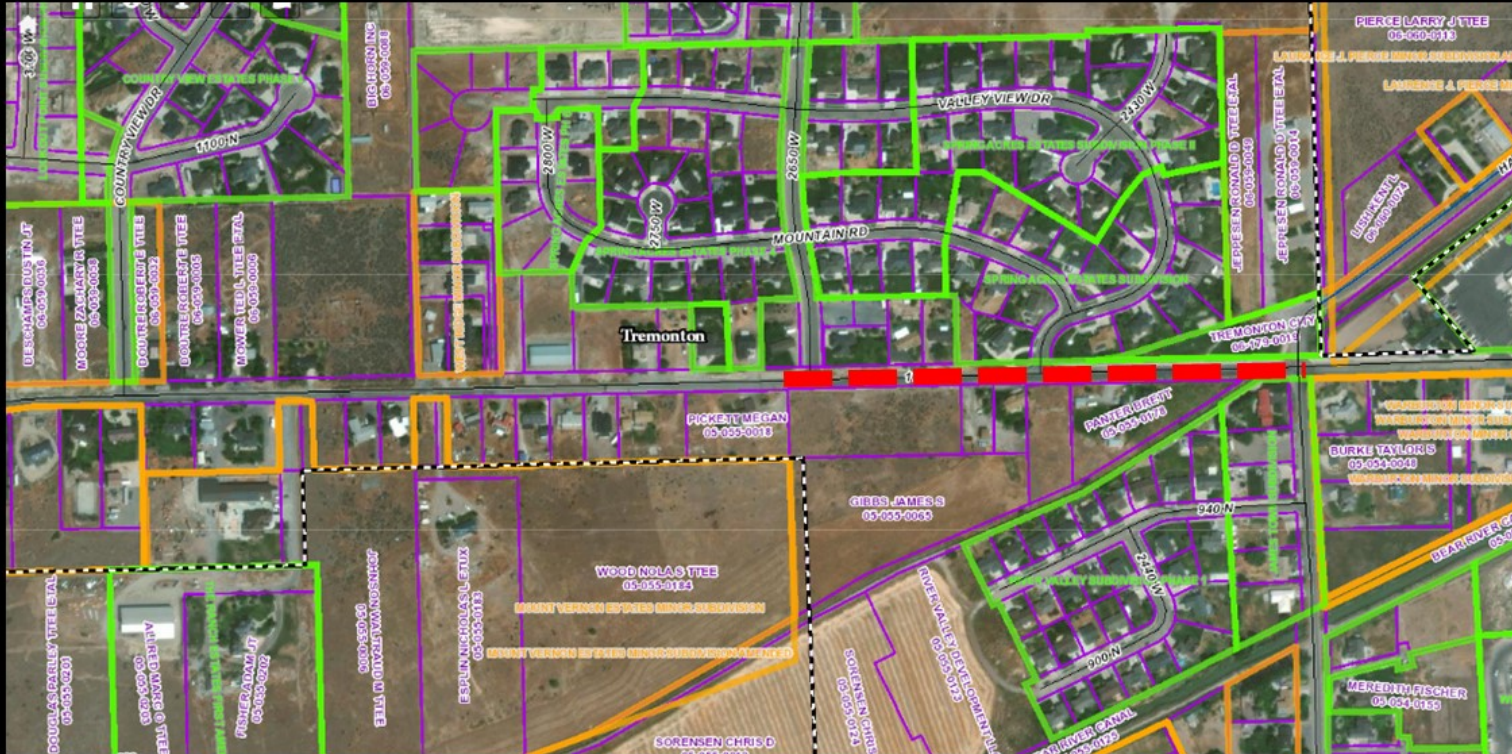
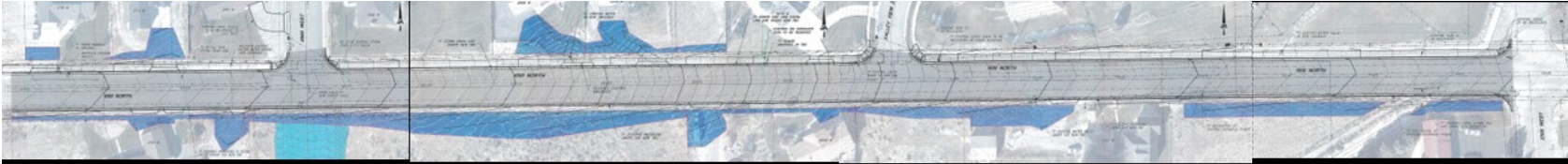


EXHIBIT "B"



- Tremonton City to construct 1000 North Widening (from 2300 West to 2650 West)
 - 1,500 feet in length widening of 1000 North
 - City has the 66' right of way needed for widening
 - City needs to acquire Temporary and Permanent Easements (impacted areas shown in blue) associated with the topography of the area and expansion of the road
 - 12 property owners impacted
- Lead Acquisition Agent to at a minimum:
 - To help determine in conjunction with Legal Counsel and City Engineer what would be temporary and what is permanent easement (thereafter City Engineer to finalize legal descriptions for easements)
 - Lead Acquisition agent will coordinate and obtain the easements for 2300 West to 2650 West (City ideally would like all easements by November of 2023, City to bid construction project in 2024):
 - Real Estate Appraisers
 - Engineers & Surveyors
 - Property Owners
 - Legal Counsel (Tremonton City Attorney is Dustin Ericson)
 - Title Companies for potentially partial releases (City has used US Title in Tremonton City)
 - Lead Acquisition Agent to work with property owner to obtain 2660 West right of way (shown in light blue)

EXHIBIT “C”

I would be happy to bid on your project. My preference is a fixed unit price per acquisition. My bid for this is \$2,000 per acquisition. This is all-inclusive of meetings, mileage, document preparation, contacts with the property owners, getting signatures, coordinating appraisals, and closings. With Temporary easements and perpetual easements, if the offer amount is less than \$10,000 usually, the city will not do a formal closing through title. Your policy may be different but I am happy to coordinate the closings with the title company.

Let me know if you have any questions or concerns.

Thank you for the opportunity.

Maurine L Bachman SR/WA, R/W-URAC
Principal Broker, All Aspects Real Estate
Agent for
801-550-8904

**TREMONTON CITY
CITY COUNCIL MEETING
March 7, 2023**

TITLE:	Discussion and consideration of approving Resolution No. 23-17 approving a land acquisition agreement between Tremonton City and DC Aston & Company, LLC for Tremonton City's acquisition of 4.309 acres of real property for the intended use of constructing a secondary water equalization basin
FISCAL IMPACT:	<p>The purchase price for the property is five hundred thousand dollars (\$500,000). The City Council adopted a reimbursement resolution that allows the City to get reimbursed from bond proceeds if the City Council so desired.</p> <p>City staff will need to update the Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) to include the East Canal Equalization basin. As River Edge develops, the City will collect impact fees to reimburse the Water Fund for this capital outlay.</p>
PRESENTER:	Shawn Warnke, City Manager

BACKGROUND:

The City is expanding its secondary water system. Service Area 9 will be constructed with the Rivers Edge development. The Bear River Canal Company requires that equalization basins be constructed before the City can start pumping operations. The purpose of a secondary water equalization basin, which comprises a large holding basin adjacent to the canal with an automatic gate, is to release water back into the canal equal to the City's upstream pumping activities on a Canal.

Tremonton City has identified the best site for the required secondary water equalization basin on the East Canal. More specifically, this parcel is 4.309 acres in size, located south of the planned pump station, adjacent to a drop on the East Canal. The property is owned by DC Aston & Company LLC, and after several months of conversation and negotiation, DC Aston & Company LLC is amenable to sell the property. A Land Acquisition Agreement has been drafted that formalizes the terms of the City's acquisition of this property.

Attachment: Resolution No. 23-17

RESOLUTION NO. 23-17

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A LAND ACQUISITION AGREEMENT BETWEEN TREMONTON CITY AND DC ASTON & COMPANY, LLC, FOR TREMONTON CITY'S ACQUISITION OF 4.309 ACRES OF REAL PROPERTY FOR THE INTENDED USE OF CONSTRUCTING A SECONDARY WATER EQUALIZATION BASIN

WHEREAS, in 2014, the Tremonton City Council (the "City Council") adopted a Culinary Water Capital Facilities Plan that identified Tremonton City (the "City") would need additional water sources sometime in early 2020 if growth trends continued and water sources remained constant; and

WHEREAS, in 2016, the City Council authorized a Secondary Water System Capital Facility Plan to be prepared to evaluate and estimate resources needed to expand the City's existing secondary water system as a way to reduce the demand on the City's Culinary System attributed to outdoor water use; and

WHEREAS, on August 1, 2017, the City Council approved Resolution No. 17-40 approving the *Secondary Water System Capital Facilities Plan July 2017* and directing the City Staff to prepare items and complete tasks necessary for the expansion of the City's secondary water system; and

WHEREAS, the expansion of the City's secondary water system, as detailed in the *Secondary Water System Capital Facilities Plan July 2017*, included using the Bear River Canal Company ("BRCC") as the water source provider for the City's secondary water system; and

WHEREAS, the City Council and City staff approached the BRCC on the expansion of the City's existing secondary water system along with other actions that needed approval from the BRCC to implement the expansion of the City's secondary water system, which resulted in the BRCC's approval of specific policies and system improvements as shown in Exhibit "A;" and

WHEREAS, one such system improvement BRCC requires is that the City construct a secondary water equalization basin, which is comprised of a large holding basin adjacent to the canal with an automatic gate to release water back into the canal equal to the City's upstream pumping activities on a Canal; and

WHEREAS, Tremonton City has identified that the best site for the required secondary water equalization basin on the East Canal is a parcel of property that is 4.309 acres in size, located south of the planned pump station, adjacent to a drop on the East Canal, and within the City's declared annexation area as shown in Exhibit "B;" and

WHEREAS, more specifically, Tremonton City has identified a 4.309-acre site for the secondary water equalization basin, which is Lot 3 of the Silver Ranch Subdivision Phase 3 ("Lot 3") shown in Exhibit "C;" and

WHEREAS, the City sent a letter to DC Aston & Company LLC, the property owner of Lot 3, about the City's need to acquire this property for a secondary water equalization basin as contained in Exhibit "D"; and

WHEREAS, Tremonton City engaged David P. Holtby, a licensed appraiser with the DH Group, who determined the appraised value of the Purchase Parcel with a summary of the appraisal contained in Exhibit "E"; and

WHEREAS, after several months of conversation and negotiation, DC Aston & Company LLC is amenable to sell, and Tremonton City desires to purchase Lot 3 of the Silver Ranch Subdivision Phase 3; and

WHEREAS, pursuant to Utah Code 10-8-2, Tremonton City is authorized to purchase real property; and

WHEREAS, DC Aston & Company LLC and Tremonton City desire to enter into a Land Acquisition Agreement for Tremonton City to purchase Lot 3 of the Silver Ranch Subdivision Phase 3 for the intended use of constructing a secondary water equalization basin.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council adopts Resolution No. 23-17 approving a Land Acquisition Agreement between Tremonton City and DC Aston & Company, LLC as contained in Exhibit "F" for the City's acquisition 4.309-acres for the intended use of constructing a secondary water equalization basin.

ADOPTED AND PASSED by the City Council of Tremonton, Utah, this 7th day of March 2023. This Resolution shall become effective upon adoption and passage by the City Council.

TREMONTON CITY CORPORATION

By _____
Mayor Lyle Holmgren

ATTEST:

Linsey Nessen, City Recorder

EXHIBIT "A"

From: [Trevor Nielson](#)
To: [Shawn Wamke](#)
Subject: Pumping System in the Bear River Canal Company System
Date: Friday, January 6, 2023 11:10:27 AM

Dear Shawn,

After visiting with Mayor Holmgren and Director Fulgham this morning, they asked that I send this e-mail so you had in writing the canal company's position on secondary pumping stations.

Per the discussions and motions made at the January 2019 and reaffirmed at the December 2021 and January 2022 meetings of the board of directors of the Bear River Canal Company, it is the policy and position of Bear River Canal Company that all new secondary pumping stations are required to have equalization basins installed and operational before pump station operations can begin use to address variation in flow usage. All pumping stations and equalization basins are reviewed and approved on a case-by-case basis to ensure effective operation. One basin can provide equalization services for more than one pump if that basin can: (1) Physically and effectively provide the equalization services for more than one pump and (2) Have physical storage capacity to cover simultaneous peak usage at all associated pumping stations. Pumps must be directly in the pond unless the secondary pump owner: (1) Connects live telemetry readings into the Bear River Canal Company telemetry system for observation, (2) Demonstrations an effective system for operating the equalization basin to negate usage fluctuation of associated pumps found at other locations in the canal system, and (3) BRCC be provided the ability to shut down and lock out pumping stations associated with an equalization basin in the even the basin runs dry from excessive use by the secondary provider.

Two points of clarification for Tremonton City:

(1) Central Canal Equalization Basin: Per the discussion and motions at the above-noted meetings. Tremonton City will have to have the Central Canal Equalization Basin installed before ANY additional Tremonton City pumping stations can be installed in the Bear River Canal Company system.

(2) East Canal Equalization Basin: All pumping stations must have equalization basins to offset variation caused by on-demand usage patterns seen in secondary use. Given that the Central Canal Equalization Basin is on a different canal, an additional equalization basin is needed to physically provide the required mitigation requisite for delivery on the east side of the Malad River. (Shown as Service Areas 9, 10, & 12 in the 2017 Tremonton City Secondary Water Capital Facilities Plan.)

We hope this clarification is helpful. Please reach out if you have any questions.

Sincerely,

Trevor Nielson

General Manager

Bear River Canal Company

275 N 1600 E

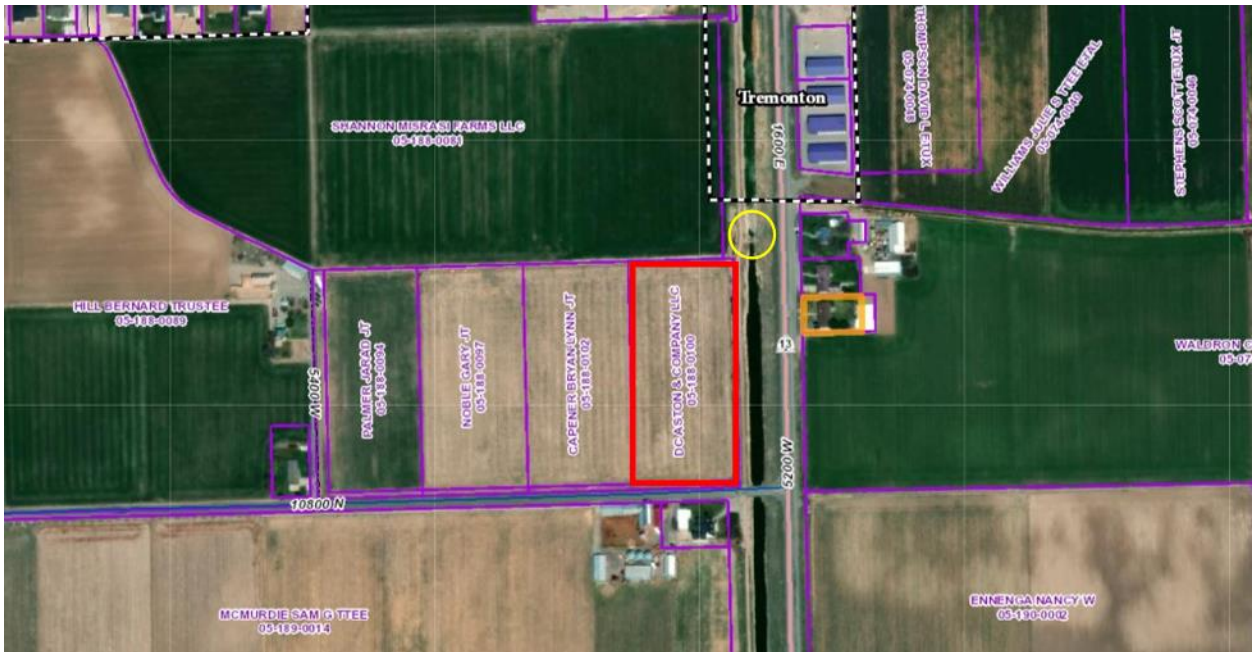
Tremonton, UT 84337

Office: 435-257-5975

EXHIBIT "B"



East Canal pump station site (shown in the yellow circle) is located within the Rivers Edge Subdivision and is north of Lot 3 of the Silver Ranch Subdivision Phase 3



Lot 3 of the Silver Ranch Subdivision Phase 3 is 4.309 acres in size, and is adjacent to a drop on the East Canal (shown in the yellow circle), and within the City's declared annexation area

EXHIBIT “D”

N. GEORGE DAINES, PC
JONATHAN E. JENKINS, PC
MICAHA L. DAINES, PC
DUSTIN D. ERICSON, PC

W. SCOTT BARRETT, 1925-2009



Attorneys at Law
108 North Main Street

Logan, Utah 84321
Telephone: (435)753-4000
Facsimile: (435) 753-4002

September 7, 2022

Sent via First-Class U.S. Mail, postage prepaid

Mr. D. Craig Aston
DC Aston & Company, LLC
2065 East 1780 North
North Logan, Utah 84341

RE: Box Elder County Parcel Number 05-188-0100

Dear Mr. Aston,

The City Council for Tremonton City has requested that I correspond with you regarding a parcel of real property located in Box Elder County and owned by DC Aston & Company, LLC. The parcel has a Box Elder County Recorder Parcel Number of 05-188-0100 and is located on the northwest corner of the intersection of Highway 13 and 10800 North in unincorporated Box Elder County.

This parcel has been identified by Tremonton City staff as being necessary for the creation of an equalization basin for Tremonton’s secondary water system. The parcel possesses unique features that make it the only reasonable parcel on which the equalization basin can be constructed.

With the construction of the equalization basin being reasonably imminent, I have been tasked with engaging you to negotiate mutually agreeable terms for the parcel’s purchase. The City prefers this approach to procuring real property as opposed to exercising its legal power to procure necessary parcels through the eminent domain process. While the good faith negotiation approach has traditionally been effective for Tremonton City, occasionally, when there is an unwilling seller, the City has been required to utilize eminent domain.

The City is in the process of having an appraisal done on the property to determine its fair market value. My respectful request to you is this – would you please reach out to me to let me know what your interest level is in selling the property to Tremonton City? Your response on or before September 16, 2022, would be greatly appreciated. Please feel free to call, email, or respond to this correspondence. My address and phone number are listed on the letterhead to this correspondence, and my email address is dericson@dainesjenkins.com. Additionally, it

should be noted that should you prefer to communicate with a member of the Tremonton City Staff, the City Manager, Shawn Warnke, is the contact person. His email address is swarnke@tremontontcity.org, and he can be reached by telephone at (435) 257-9500.

Thank you for your anticipated attention to this matter.

Sincerely,

DAINES & JENKINS, LLP



Dustin D. Ericson
Attorney for Tremonton City

Cc: Warnke, S.

EXHIBIT “E”



DHgroup

**AN APPRAISAL REPORT OF
A TOTAL ACQUISITION**



**WITHIN PROPERTY OWNED BY
DC ASTON & COMPANY LLC**

**LOCATED AT
5242 WEST 10800 NORTH,
UNINCORPORATED BOX ELDER COUNTY, UTAH**

**PREPARED FOR
TREMONTON CITY
ATTN: Mr. Shawn Warnke
City Manager**

**PROJECT IDENTIFICATION
PROJECT: N/A
PROJECT PARCEL ID. ASTON
PIN No. N/A**

**PREPARED BY
DAVID P. HOLTBY, MAI
CERTIFIED GENERAL APPRAISER**

**DATE OF VALUATION
OCTOBER 20, 2022**

**DATE OF REPORT
OCTOBER 26, 2022**

PROJECT NO. N/A / PARCEL NO. Aston
PIN NO. N/A
OWNERSHIP: DC Aston & Company LLC

DH Group LLC
6040 S Fashion Blvd ♦ Ste 201 ♦ Murray, UT 84107
Phone: 801-290-2369 ♦ www.dhgrouputah.com



DHgroup

October 26, 2022

Project No. N/A
Pin No. N/A / Parcel No. ASTON
Ownership: DC Aston & Company LLC

Mr. Shawn Warnke
City Manager
Tremonton City
102 South Tremont Street
Tremonton, Utah 843375

Re: An Appraisal Report of a total acquisition of property located at 5242 West 10800 North, Unincorporated Box Elder County, Utah, under the ownership of DC Aston & Company LLC. Project: N/A; Parcel No.: Aston, Project Pin No.: N/A. Appraisal file #3344dh0922.

Dear Mr. Warnke:

At your request I have inspected the property owned by DC Aston & Company LLC located at 5242 West 10800 North, Unincorporated Box Elder County, Utah. The purpose of the inspection and subsequent investigation and analysis is to formulate an opinion of the market value of a total acquisition. The total fee acquisition is to be acquired by Tremonton City through negotiation and/or condemnation proceedings incident to the equalization basin for Tremonton's secondary water system project.

The defined larger parcel is identified as Box Elder County parcel number 05-188-0100. The larger parcel as determined herein contains a total land size of 187,744 square feet, or 4.31 acre. The owner of record is DC Aston & Company LLC. The property is currently unimproved. The values contained herein are for the land only.

The total fee acquisition includes the land associated with Box Elder County parcel number 05-188-0100. The acquisition is to be utilized for the equalization basin for Tremonton's secondary water system project. According to the instruments provided by the client, the complete fee acquisition, identified as parcel no. Aston:T, contains a total area of 187,744 square feet, or 4.31 acres. The parcel size indications as noted by county records are utilized herein. The remainder in the after condition is 0 square feet, or 0.0 acres.

Meeting with the Property Owner:

I met with property contact Craig Aston, (435)770-0883 or craig.aston@usu.edu, at the subject property for an inspection on October 20, 2022. Mr. Aston was concerned about being treated fairly and the fact that his ownership group has completed a substantial

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amount of work to obtain approvals for a storage unit facility which would not be able to be built if the acquisition were to proceed. He indicated that the land was purchased as part of a 1031 exchange and he was concerned with finding a viable alternative property.

If I have any contact with the property owner subsequent to the completion of this report, I will notify the client.

After analyzing all of the data presented in the report, I am of the opinion that the market value "as is" of the total fee acquisition, as of October 20, 2022, is:

**FOUR HUNDRED EIGHTY EIGHT THOUSAND TWO HUNDRED DOLLARS
(\$488,200)**

The results of the appraisal have been prepared and communicated in an Appraisal Report format, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP. As is typical with right-of-way assignment, this report presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of market value. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. Supporting documentation is retained in the appraiser's work file. This appraisal report conforms with, and is subject to, the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, C.F.R. 24.103, the Utah Relocation Assistance Act, Utah Code Section 57-12, Utah State Code Title 78B-6-522, the Code of Professional Ethics, and the Utah Department of Transportation (UDOT) FHWA-approved Right-of-Way or Appraisal Manual and applicable Uniform Appraisal Standards for Federal Land Acquisitions. The use of this appraisal report, by the client or by a third party, will mean acceptance of all assumptions and limiting conditions contained in the Letter of Transmittal, Preface, and attached report. The appraiser is not responsible for unauthorized use of this report.

As of January 2020, the COVID-19 Virus was spread to the United States. It is largely unknown what long-term effect this will have on local and regional markets; however, market participants currently indicate that once the pandemic has passed, quarantine restrictions continue to be lifted and the economy continues to again open and stabilize that any short-term market impact will be negated, and the market will recover to its pre-pandemic state. Most agents and brokers working within the subject market indicate that listing and sales have once again returned to and surpassed pre-pandemic levels and that barring any unforeseen circumstances this increase in market activity and growth is expected to continue.

This appraisal was performed following public awareness that COVID-19 was affecting residents in the United States. However, the full extent on the real estate market in the

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area of the subject property appears to have rebounded and surpassed pre-pandemic levels. The analysis and valuation opinion in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analysis or opinions contained in this appraisal should be construed as predictions of future market conditions or value. Current rising inflation, gas prices and increasing interest rates are causing some uncertainty within the subject market. However, record low unemployment is still seen as a positive within the market.

The value given is subject to the general assumptions and limiting conditions, and specific extraordinary assumptions stated in the addenda of the report. It is important that the reader of this report review and understand all general and specific assumptions and limiting conditions. The effective date of value is October 20, 2022. The date of the report is October 26, 2022.

Your attention is invited to the attached appraisal report, which outlines the data collected and the methods used to formulate an opinion of the market value of the subject property and the total fee acquisition. If you have any questions, please contact me at (801) 290-2369.

Respectfully submitted,

David P. Holtby, MAI

Utah State Certified General Appraiser License No. 5503226-CG00, Expires 3-31-23

Enc.

PROJECT NO. N/A / PARCEL NO. Aston
PIN NO. N/A
OWNERSHIP: DC Aston & Company LLC

DH Group LLC
6040 S Fashion Blvd ♦ Ste 201 ♦ Murray, UT 84107
Phone: 801-290-2369 ♦ www.dhgrouputah.com

EXHIBIT “F”

LAND ACQUISITION AGREEMENT

THIS LAND ACQUISITION AGREEMENT (hereinafter “Agreement” or the “LAA”) is made and entered into effective the ____ day of _____, 2023, by and between **Tremonton City**, a body corporate and politic of the State of Utah (the “**Buyer**”), and **DC Aston & Company, LLC**, (the “**Seller**”). The Buyer and the Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the Seller is the current property owner of parcel number 05-188-0100 (the “Purchase Parcel”), a parcel of real property located in Box Elder County, Utah, of approximately 4.309 acres, which the Buyer desires to purchase to construct a secondary water equalization basin; and

WHEREAS, the Seller is desirous of selling the Purchase Parcel; and

WHEREAS, the Purchase Parcel has a legal description as follows:

LOT 03, SILVER RANCH SUBDIVISION, PHASE 03, BE COUNTY. PART OF
SEC 11, T 11N, R 03W, SLBM

WHEREAS, pursuant to Utah Code 10-8-2, the Buyer is authorized to purchase real property; and

WHEREAS, the Seller and the Buyer desire to enter into a Land Acquisition Agreement (“Agreement”) for the Buyer to purchase the Purchase Parcel; and

WHEREAS, Tremonton City engaged David P. Holtby, a licensed appraiser with the DH Group, who determined the appraised value of the Purchase Parcel at four hundred eighty-eight thousand, two hundred dollars (\$488,200), with the Seller receiving a complete copy of the appraisal report; and

WHEREAS, the Seller covenants that it purchased the property in November of 2021 for the purchase price of four hundred and fifty thousand dollars (\$450,000); and

WHEREAS, the Seller further covenants that it has paid approximately eight thousand, five hundred and ninety-four dollars and seventy-five cents (\$8,594.75) in engineering costs and Purchase Parcel improvements; and

WHEREAS, after several months of conversation and negotiation, DC Aston & Company LLC is amenable to selling, and Tremonton City desires to purchase Lot 3 of the Silver Ranch Subdivision Phase 3 for five hundred thousand dollars (\$500,000).

NOW, THEREFORE, in consideration of the above promises, the mutual covenants and consideration hereinafter set forth, and other good and valuable consideration, the Buyer and the Seller agree as follows:

SECTION 1 - REAL PROPERTY TO BE PURCHASED

1.01. Real Property Purchase. The Seller hereby agrees to sell, transfer, and convey to the Buyer, free and clear of any lien or encumbrance (except as specifically set forth herein to the contrary), and the Buyer, upon the conditions herein specified being met, hereby agrees to purchase the Purchase Parcel.

1.02. Liabilities Not Assumed. Subject to the provisions herein contained regarding prorated property taxes and an existing easement in favor of the Bear River Canal Company (which Buyer wishes to confirm and take the Purchased Parcel “Subject to”), the Buyer does not nor shall it be construed as having assumed any liability or obligation of the Seller, including but not limited to taxes or other charges applicable, imposed upon or arising out of the transfer of the Purchased Parcel subject to this Agreement. The Seller agrees to indemnify and hold the Buyer harmless from and against any and all claims, causes of action, losses, liability, and/or damages (including attorney’s fees and costs) relating to any liability or obligation of the Seller incurred before the date of this Agreement. Moreover, the Parties further acknowledge that Seller has a pending claim against a title company, relating to its acquisition of title to the Purchased Parcel in November of 2021, and Seller shall reserve all rights with respect thereto (including the right to choose whether or not to pursue such claim), and Seller shall indemnify and hold Buyer entirely harmless from any expense or liability with respect to such claim. In addition to the Seller’s acquisition costs of title and site improvements described in the forgoing Recitals, Seller has also incurred further expenses and costs as consequential damages that are included within such claim.

SECTION 2 - PURCHASE PRICE AND OBLIGATIONS OF BUYER AND SELLER

2.01. Purchase Parcel Price. Subject to the terms and conditions of this Agreement and in exchange for the Purchase Parcel, together with the covenants and warranties provided by the Seller herein, the Buyer agrees to pay to the Seller the amount of five hundred thousand dollars (\$500,000).

2.02. Method of Payment. The Purchase Price will be paid as follows:

2.02(a). Earnest Money Deposit. A ten thousand dollar (\$10,000) Earnest Money Deposit shall be made by depositing such amount in immediately available funds with the Escrow Agent within five (5) business days of the date of this Agreement; and, except to the extent otherwise set forth in this Agreement, the deposit shall become nonrefundable as of the date of the EARNEST MONEY FORFEITURE DEADLINE, set forth in Section 2.25. (c) below.

2.02(b). Balance of Purchase Price. The remaining four hundred and ninety thousand dollar balance shall be paid by Buyer at Closing, by confirmed wire transfer or other

available means to make such payment consist of immediately available funds.

2.03. 1031 Designation. Seller shall be entitled to designate the payment of all or any portion of the sales proceeds at Closing to an Exchange Escrow Intermediary or Facilitator, in order to accomplish an IRC Section 1031 like kind exchange or to accept and direct payments at Closing consistent with the requirements of an IRC Section 1033 Involuntary Conversion. Buyer agrees to cooperate with Seller in these efforts, provided that Buyer shall not incur additional expense or liability as a result of doing so.

2.04. Settlement and Closing. Settlement shall take place on or before the Settlement Deadline referenced in Section 2.25(d), and as soon as possible. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Agreement, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any other monies required to be paid under these documents have been delivered to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 2.25(d), unless otherwise agreed to in writing by the Parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when the applicable Closing documents have been recorded in the office of the county recorder.

2.05. Possession. Seller shall deliver physical possession to Buyer as of the date of Closing.

2.06. Agency Disclosure. There are no real estate agents involved in this transaction.

2.07. Title Insurance. At Settlement, Buyer agrees to pay for a standard or other desired coverage owner's policy of title insurance, insuring Buyer in the amount of the Purchase Price. With regard to such Title Insurance, Buyer shall order a commitment for Title Insurance within ten (10) business days of the effective date of this Agreement. Seller shall cooperate as necessary in order to facilitate such an order by Buyer.

2.08. Seller Disclosures. No later than the Seller Disclosure Deadline referenced in Section 2.25(a), Seller shall provide to Buyer the following document, which is referred to as the "Seller Disclosures" document: written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations.

2.09. Buyer's Right to Cancel Based on Evaluations and Inspections. **Buyer's** obligation to purchase under this Agreement (check applicable boxes)

[] IS [] IS NOT conditioned upon Buyer's approval of a physical condition inspection of

the Purchase Parcel;

IS IS NOT conditioned upon Buyer's approval of the conditions of title, as described in the Title Insurance Commitment/Preliminary Report of Title obtained by Buyer.

If any of the above items are checked in the affirmative, then Sections 2.09.(a), 2.09.(b), 2.09.(c), and 2.09.(d) apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as the "Evaluations & Inspections." Unless otherwise provided in this Agreement, the Evaluations & Inspections shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice.

2.09.(a). Period for Completion and Review of Evaluations and Inspections. No later than the Buyer Cancellation Deadline referenced in Section 2.25.(b) Buyer shall; (a) complete all Evaluations & Inspection; and (b) determine if the Evaluations and Inspections are acceptable to Buyer.

2.09.(b). Right to Cancel or Object. If Buyer determines that the Evaluations & Inspections are unacceptable, Buyer may, no later than the Buyer Cancellation Deadline referenced in Section 2.25.(b) to either: (a) cancel this Agreement by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections as further detailed in Section 2.09.(d).

2.09.(c). Failure to Respond. If by the expiration of the Buyer Cancellation Deadline referenced in Section 2.25.(b), Buyer does not: (a) cancel this Agreement as provided in Section 2.09; or (b) deliver a written objection to Seller regarding the Evaluations & Inspections, the Evaluations and Inspections shall be deemed approved by Buyer.

2.09.(d). Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objection (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Agreement by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Agreement is not canceled by Buyer under this Section 2.09, Buyer's objections shall be deemed waived by Buyer, and upon the Earnest Money Forfeiture Deadline, the Earnest Money Deposit shall become nonrefundable. This waiver shall not affect those items warranted in Section 2.11.

2.10. Preparation of Agreement and Review By Counsel. Both Parties acknowledge their participation, through counsel, in the preparation and review of this Agreement, and each Party has been advised to seek and obtain independent counsel, to the extent that they wish to do so, in order to further review and advise them with respect to this Agreement.

2.11. Seller Warranties and Representations.

2.11.(a). Condition of Title. Seller represents that Seller has fee title to the

Purchase Parcel and will convey good and marketable title to Buyer at Closing by general warranty deed. Buyer agrees, however, to accept title to the Purchase Parcel subject to the following matters of record: the 2023 real property taxes, which may be a lien but which are not yet due and payable (and which shall be prorated at Closing by the Escrow Officer in a customary manner,) easements, deed restrictions, and rights-of-way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 2.09. Buyer agrees to be responsible for taxes, assessments, utilities, and other services provided to the Purchase Parcel after Closing.

2.11.(b). Condition of Purchase Parcel. Seller warrants that the Purchase Parcel will be in the following condition **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER**: the Purchase Parcel and improvements will be in the same general condition as they were on the day of this Agreement.

2.12. Walk-Through Inspection. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a “walk-through” inspection of the Purchase Parcel to determine only that the Purchase Parcel is “as represented,” meaning that the items purchased hereunder (“the items”) are respectively present as agreed, and in the warranted condition. The failure to conduct a walk-through inspection, or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. The failure to conduct a walk-through inspection, or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

2.13. Changes During Transaction. Seller agrees that from the date of Acceptance as referenced in Section 2.24. until the date of Closing, none of the following shall occur without the prior written consent of Buyer. (a) no new leases shall be entered into; (b) no substantial alterations or improvements to the Purchase Parcel shall be made or undertaken; and (c) no further financial encumbrances to the Purchase Parcel shall be made.

2.14. Authority of Signers. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind the Party for whom they sign. Although Buyer has indicated that it plans to use the Purchase Parcel for an equalization basin for its secondary water system, Buyer warrants that it has now, or shall obtain prior to Closing, any and all approvals or consents that are necessary for Buyer to lawfully enter into and fully perform the terms of this LAA.

2.15. Complete Contract. This Agreement together with its addenda, any attached exhibits, and Seller Disclosures, constitute the entire Agreement between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, or contracts between the Parties. This Agreement cannot be changed except by written agreement of the Parties.

2.16. Dispute Resolution. The Parties agree that any dispute, arising prior to or after Closing related to this Agreement **MAY** (upon mutual agreement of the Parties) first be submitted to mediation. If the Parties agree to mediation, the dispute shall be submitted to mediation through

a mediation provider mutually agreed upon by the Parties. Each Party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Agreement shall apply. Nothing in this Section 2.16 shall prohibit any Party from seeking emergency equitable relief pending mediation.

2.17. Default. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages or to return it and sue Buyer to specifically enforce this Agreement or pursue other remedies available at law. If Seller defaults, in addition, to the return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages or may sue Seller to specifically enforce this Agreement or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

2.18. Attorney's Fees and Costs. In the event of litigation or binding arbitration to enforce this Agreement, the prevailing Party shall be entitled to costs and reasonable attorney fees. Attorney fees shall not be awarded for participation in mediation under Section 2.16.

2.19. Notices. Except as provided in Section 2.23, all notices required under this Agreement must be: (a) in writing; (b) signed by the Party giving notice; and (c) received by the other Party or the other Party's agent no later than the applicable date referenced in this Agreement.

2.20. Abrogation. Except for the provisions of Sections 2.11, 2.16, and 2.18 and express warranties made in this Agreement, the provisions of this Agreement shall not apply after Closing.

2.21. Risk of Loss. All risk of loss to the Purchase Parcel not caused by Seller or Buyer, including physical damage or destruction to the Purchase Parcel or its improvements due to any cause except ordinary wear and tear and loss caused by taking in eminent domain, shall be borne by Seller until Seller delivers possession of the Purchase Parcel to Buyer.

2.22. Time is of the Essence. Time is of the essence regarding the dates set forth in this Agreement. Extensions must be agreed to in writing by all Parties. Unless otherwise explicitly stated in this Agreement: (a) performance under each Section of this Agreement which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean, unless otherwise expressly stated herein, calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, receipt of the Seller Disclosures, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers, and others not parties to this Agreement, except as otherwise agreed to in writing by such non-party.

2.23. Fax Transmission, Email, and Counterparts. Facsimile (fax) transmission or electronic transmission (email) of a signed copy of this Agreement, any addenda and counteroffers, and the retransmission of any such document shall be the same as delivery of an original thereof upon the date following its dispatch. This Agreement and any addenda and counteroffers may be executed in counterparts.

2.24. Acceptance. "Acceptance" occurs when Seller or Buyer, responding to an offer or

counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other Party or to the other Party's agent that the offer or counteroffer has been signed as required.

2.25. Contract Deadlines. Buyer and Seller agree that the following deadlines shall apply to this Agreement:

2.25.(a) Seller Disclosure Deadline: No later than 14 calendar days after Buyer's receipt of the Title Insurance Commitment and Preliminary Report of Title, and the Seller's Disclosure documents

2.25.(b) Buyer Cancellation Deadline: No later than 21 calendar days after the Seller Disclosure Deadline

2.25.(c) Earnest Money Forfeiture Deadline: One day following the Buyer Cancellation Deadline

2.25.(d) Settlement Deadline: As soon as is practicable, as agreed by the Parties, but no later than 120 days from the date of this Agreement.

SECTION 3 - OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES

As an inducement to the Parties entering into this Agreement, the Parties hereby make the following representations, warranties, and covenants.

3.01. Authority of the Parties. Each Party hereby represents to the other Party that they have full authority to comply with and fulfill its obligations covenanted herein.

3.02 Authorization of the Parties to Execute LAA. Each Party further represents and warrants that they have full power and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by the Parties and the performance of the transactions contemplated hereby have been duly and validly authorized by the Seller and the Buyer, and each Party acknowledges that this Agreement is binding upon and enforceable against them in accordance with its terms.

3.03. No Conflict. Each Party hereby represents that the execution and delivery of this Agreement by them and the performance of its obligations hereunder (a) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of the governing documents of said Party, or of any note, debt instrument, security instrument or other contract, agreement or commitment binding upon said Party or its assets; (b) will not result in the creation or imposition of any lien, encumbrance, equity or restriction in favor of any third party; and (c) will not conflict with or violate any applicable rule, law, regulation, judgment, order or decree of any government, governmental instrumentality or court having jurisdiction over said Party or its assets.

3.04. Exclusive Ownership of Purchase Parcel and Absence of Liens. The Seller has exclusive ownership to all of the Purchase Parcel, free and clear of any liens, encumbrances, mortgages, lease equities, claims, covenants, and restrictions, except as otherwise set forth hereinabove (i.e., property taxes not yet due and payable, an existing easement in favor of Bear River Canal Company, etc.)

3.05. Compliance with Laws. To the Seller's knowledge and belief, the Seller has not in the past utilized the Purchase Parcel in violation of any law, ordinance, or regulation of any governmental agency or entity.

3.06. No Violation. Each Party represents and warrants that the execution of this Agreement and compliance with its terms by them will not result in any breach or violation of any contract, agreement, judgment, order, or regulation to which said Party or the Purchase Parcel may be subject.

3.07. No Adverse Proceedings. Seller warrants that it has no knowledge of any legal, administrative, or other proceedings involving the Purchase Parcel or to which the Purchase Parcel may be subject.

3.08. Additional Covenants of Seller. The Seller hereby covenants and promises that the following are correct and accurate: 1) the Seller, in November of 2021, purchased the Purchase Parcel for four hundred and fifty thousand dollars (\$450,000); 2) the Seller paid approximately eight thousand five hundred and ninety-four dollars and seventy-five cents (\$8,594.75) in engineering costs and other costs for site improvements on the Purchase Parcel; and 3) the Seller has previously paid all fees for professional service such that there are no valid claims of an individual filing a lien on the Purchase Parcel; and 4) the Seller hereby covenants and promises, that the Seller did not receive water shares in the Bear River Canal Company with the Purchase Parcel in November of 2021.

SECTION 4 - ADDITIONAL RIGHTS AND OBLIGATIONS OF BUYER

4.01. Right to Assign Agreement. See Section 8.13 below.

SECTION 5 - INDEMNIFICATION

5.01. Indemnification of Buyer by Seller. The Buyer and the Seller agree that the Buyer assumes no liabilities of whatsoever nature, of the Seller, but Buyer shall accept title to the Purchase Parcel subject to the current year's property taxes, which shall be prorated, and to the existing easement in favor of the Bear River Canal Company, as set forth herein. In this respect, the Seller agrees to indemnify and hold the Buyer harmless from and against all claims, causes of action, and damages (including attorney's fees and costs) relating to any acts or omissions of the Seller, its employees and/or agents relating to or arising from the Seller's use or ownership of the Purchase Parcel before execution of the LAA. The Seller also agrees to indemnify and hold the Buyer harmless from and against all damage or loss (including attorney's fees and costs) incurred

by the Buyer as a result of the Seller's breach of any one or more of the covenants, representations, or warranties set forth herein.

5.02. Indemnification of Seller by Buyer. The Buyer agrees to indemnify and hold the Seller harmless from and against all claims, causes of action, and damages (including attorney's fees and costs) relating to any acts or omissions of the Buyer, its employees, and/or agents or relating to or arising from the Purchase Parcel from and after execution of the Agreement.

SECTION 6- FUTURE DEVELOPMENT OF PURCHASE PARCEL

6.01 Buyer Use of Purchase Parcel. The Buyer intends to use the Purchase Parcel acquired in this Agreement for a secondary water equalization basin. The Parties acknowledge and agree that the Buyer's identification of the intended uses within this Agreement is not meant to limit or diminish the Buyer's range of use of the Purchase Parcel that it acquires through this Agreement. Further, the Parties acknowledge and accept that there is no date certain associated with the Buyer's intended construction of the secondary water equalization basin. Nothing within this Agreement requires the Buyer to construct a secondary water equalization basin.

SECTION 7- TITLE AND CLOSING

7.01 Title and Closing. As stated in Section 2.11.(a). the Purchase Parcel shall be conveyed by a general warranty deed, prepared by US Title in Tremonton, UT. The closing date will be mutually agreeable to the Parties but shall be as soon as practically possible and shall not be later than one hundred and twenty (120) days after execution of this Agreement.

7.01.01 Contact Information for Escrow Officer. Coordination of the Closing can be done by contacting Jenny Goring, Escrow Officer. Jenny Goring's contact information is provided below.

Jenny Goring, Escrow Officer
US Title Insurance Agency
781 East Main, Suite B., Tremonton, UT 84337
435-257-5176
jgoring@ustitleutah.com

7.02 Cost of Title Insurance. As stated in Section 2.07 of this Agreement Buyer shall be responsible for the payment of Title Insurance for the properties it receives in this Agreement.

SECTION 8 - MISCELLANEOUS

8.01. Non-Fiduciary Relationship. 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 contractors and that the same is in all respects an “arms-length” transaction.

8.02. Attorney’s Fees. In the event that any Party hereto shall be in default or breach of this Agreement, said Party shall be liable to pay all reasonable attorney’s fees, court costs, and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

8.03. 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.

8.04. Waiver. 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 the said provision, nor shall it be construed as a waiver of any other provision hereof.

8.05. 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.

8.06. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and assigns.

8.07. Separate Counterparts. This Agreement may be executed in several identical counterparts, each one of which shall be considered an original and all of which, when taken together, shall constitute but one instrument.

8.08. 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.

8.09. Complete Agreement. This Agreement, together with any addenda and attached exhibits, constitutes the entire Agreement between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, contracts, or agreements between the Parties. This Agreement cannot be changed except by the express written agreement of all Parties.

8.10. Severability. Any term or provision of the Agreement that is stricken or voided by a Court of competent jurisdiction shall be severed from the remainder of the Agreement. All terms and provisions not specifically stricken or voided by a Court of competent jurisdiction shall remain in full force and effect.

8.11. Interpretation, Jurisdiction, and Venue. The Agreement shall be interpreted by the laws of the State of Utah. Any claim or cause of action arising herefrom shall have exclusive jurisdiction and venue in the First District Court of the State of Utah, in and for Box Elder County.

8.12. Recording Agreement, Exhibits; Suitability for Use. At Buyer's expense, this Agreement, together with the attached Exhibits, may be recorded by the Buyer in the office of the County Recorder for Box Elder County, provided, however, that any financial information, such as purchase price and acquisition costs, shall first have been redacted. As an alternative, upon agreement by the Parties to a shorter form "Notice of Contract," it may instead be recorded in the County. The Parties acknowledge that the attachments or Exhibits to this Agreement have been provided by Buyer, for purposes of illustration and reference only, and Seller makes no warranty of accuracy or completeness thereof, and such attachments do not reflect or imply additional terms or conditions under this LAA. Seller makes no representation or warranty of suitability of the Purchased Parcel for the uses intended by Buyer.

8.13 Right to Assign Agreement. Either Party shall have the right, exercised in writing, to assign its rights under this Agreement to a corporation, limited liability company, governmental entity, or other business entity. Upon such assignment, the assignee shall have all of the rights of its Assignor, and shall also be a delagatee of Assignor's duties hereunder, such that said Assignee shall also have all remaining duties of performance held by its Assignor hereunder. Such assignment shall not have the effect of releasing the Assignor from its duties of performance hereunder.

IN WITNESS WHEREOF, the Parties have hereunto signed their names effective as of the day and year first above written.

[Signature Page Follows]

SELLER:

**DC Aston & Company, LLC
A Utah Limited Liability Company**

D. Craig Aston, Manager

ACKNOWLEDGEMENT

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

On the ___ day of _____, 2023, personally appeared before me D. Craig Aston, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

BUYER:

TREMONTON CITY
A body Corporate and Politic of the State of Utah

By: _____
Lyle Holmgren, Mayor

ATTEST:

By: _____
Linsey Nessen, City Recorder

ACKNOWLEDGMENT

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

On the ___ day of _____, 2023, personally appeared before me Lyle Holmgren the signer of the above instrument, who duly acknowledged to me that he executed the same.

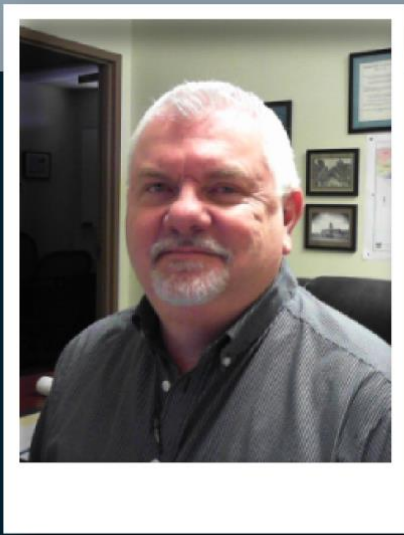
Notary Public

TREMONTON CITY
CITY COUNCIL MEETING
March 7, 2023

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

March 15

Steve Bench Retirement Open House



PLEASE JOIN US FOR AN
OPEN HOUSE
AS WE HONOR

STEVE BENCH

BUILDING INSPECTOR/ZONING ADMINISTRATOR

WHO IS RETIRING FROM
TREMONTON CITY

After 35 years of public service

WHEN: Wednesday, March 15th 2 pm - 4 pm

WHERE: TREMONTON CITY OFFICES 102 SOUTH TREMONT STREET

LIGHT REFRESHMENTS WILL BE SERVED



#CitiesWork

Mayors, Councilmembers, Commission members, and Staff. Please join us for our free hands-on workshop series in Brigham City. Lunch will be provided.

March 14
9 am – 3:30 pm
USU Brigham City
Multipurpose Room A104

This new opportunity for municipalities across the state called is called “Your Land, Your Plan.” This program was created to help cities and towns learn how to better utilize and become stewards of their municipal public assets, sponsored by Intermountain Health Care and supported by Zions Bank.

It will be a full day of learning as we dive into asset management, case studies and success stories based in Utah. You will learn how your general plan and capital improvement budget and other policy documents can play a role in public asset planning and public private partnerships in your community.

Your Land Your Plan applies to all Utah communities and is designed to help attendees understand how to best utilize their public assets for the benefit of your community. Whether it’s a one bus barn, a trail or large parcels of land.

RSVP to Marc to Register

April 19-21
ULCT Midyear Conference – St. George
RSVP to Linsey

PROPOSAL

TO: Shawn Warnke
City Manager, Tremonton City

FROM: Kevin Croshaw, PE
Horrocks Engineers

DATE: March 3, 2023

PN 23.12

SUBJECT: TREMONTON TRAFFIC MODEL UPDATE PROPOSAL

Thank you for inviting Horrocks Engineers to submit a proposal to perform engineering services for the subject project. This scope includes updating the Traffic Model based on the proposed land use changes in Tremonton, UT. The following provides the scope of work and fee associated with this project:

SCOPE OF WORK

Review Land Use Updates for Each Zone

Horrocks will review and determine the changes in land use for each Traffic Analysis Zone. We will use the data provided by Sam Taylor at Landmark Design. This will include the following tasks:

- Meet with the City and Landmark and determine how the data can correlate with the data in the traffic model.
- Coordinate with the City to review the changes in land use in the Traffic Model
- Assumptions
 - Horrocks will coordinate all land use data through the City and Landmark

Apply Updates to Traffic Model

Once the changes in Land Use are determined, we will incorporate into the traffic model and includes the following tasks:

- Input the data into the current traffic model.
- Run Traffic Model to provide updated traffic data.
- Assumptions
 - No changes to distribution in the Traffic Model
 - No changes to the roadway network in the Traffic Model

Provide Updated Traffic Volumes

Horrocks will summarize the findings as updated traffic maps for existing and build-out traffic volumes and will include the following:

- Export model results as updated traffic volume maps for each existing and future roadway in Tremonton

The time and materials cost to complete the work described is not to exceed **\$8,600.00** including all direct costs such as travel, phone, fax, computer, etc. Additional work due to site plan changes and/or additional project meetings will be performed/attended only at your request per our hourly rate schedule.

If you have any questions, please feel free to contact Horrocks.

Sincerely,

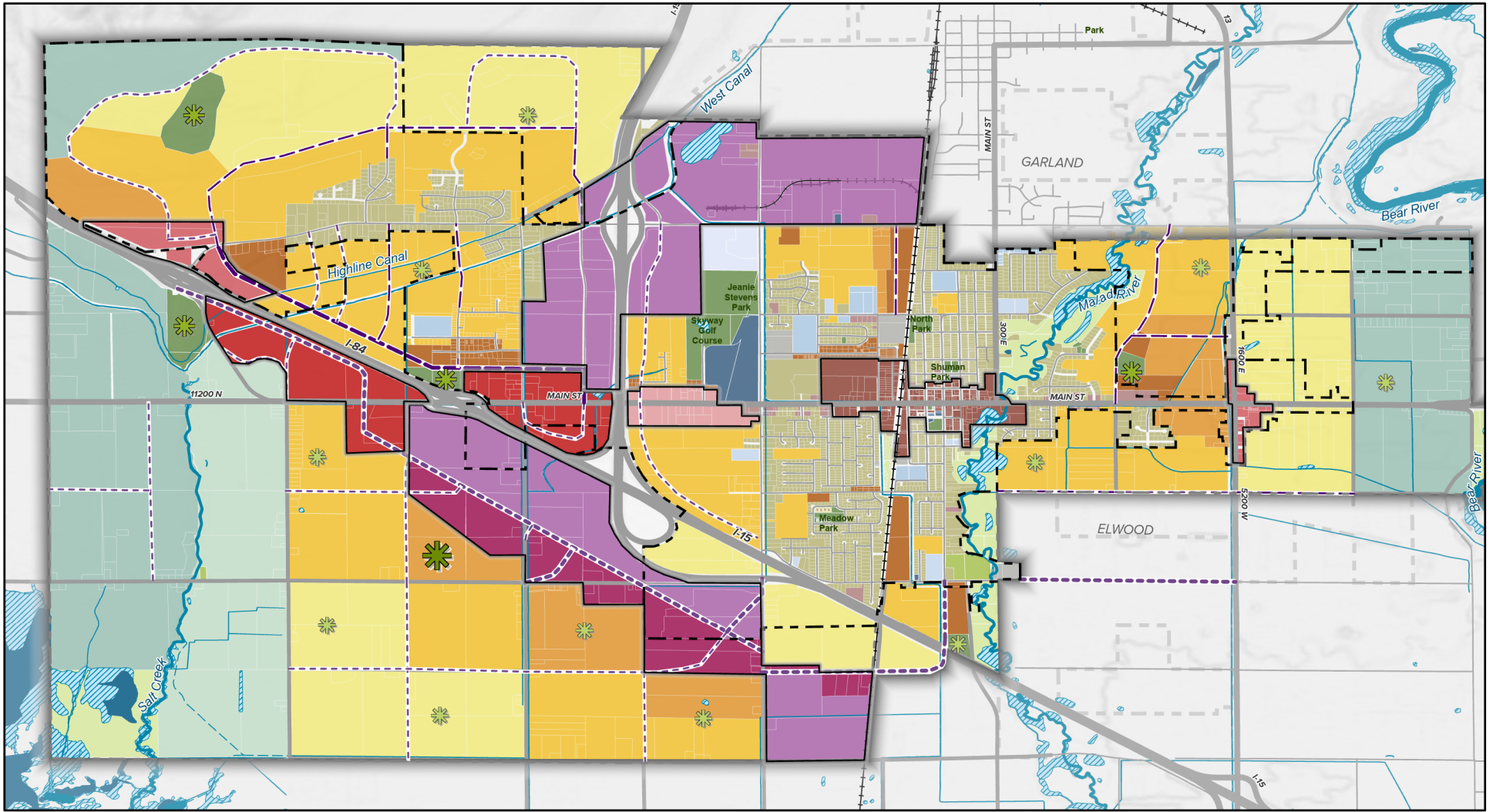


Kevin Croshaw, PE

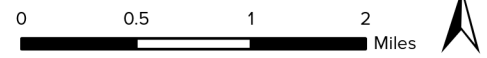
Attached: Updated Land Use Buildout Map

Authorization to Proceed	
Approved by:	_____
	Signature

	Please Print
Date:	_____



- | | | | | |
|---------------------------------|---|--------------------------|--------------------------------|-----------------------------------|
| Downtown Mixed-Use District | Single-Family Residential (Med to High Density) | Education | Existing Residential to Remain | 20 Year - Proposed Collector Road |
| Highway Commercial | Single-Family Residential (Low to Med Density) | Religious | Existing Commercial to Remain | 20 Year - Proposed Minor Arterial |
| Neighborhood Center | Single-Family Residential (Low Density) | Hospitals | Future Regional Park | 50 Year - Proposed Collector Road |
| Fairgrounds Commercial District | Conservation Residential | Parks & Recreation | Future Community Park | 50 Year - Proposed Minor Arterial |
| Commercial Center | Long-Term Rural Residential | Cemeteries | Future Neighborhood Park | Waterbody |
| Industrial | Civic Facilities | Open Space | Tremonton Boundary | |
| Multifamily Residential | | Transportation/Utilities | Possible Future Annexation | |



TREMONTON CITY
CITY COUNCIL MEETING

March 7, 2023

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 Tremontion 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, hiring the Fire Chief is a Tremontion 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, including, but not limited to, the Utah League of Cities and Towns Job Bank.
- **Initial Screening.** The City Manager, Interim Fire Chief, Fire Captain, and Human Resources have reviewed the applicants and screened the candidates for meeting qualifications.
- **Written Essays.** Candidates that continue through the process after the initial screening are invited to submit written responses to relevant questions for the interviewing panel to review before oral interviews. The City uses written essay questions during the recruitment for many reasons, which include, but are not limited to:
 - Allowing the interview panel to gauge a candidate's ability to express their thoughts in writing;
 - Allowing the candidate to provide well-thought-out responses as opposed to the contemporaneous responses that occur during the oral interviews;
 - Allowing candidates to self-eliminate as there are likely candidates not interested in putting forth the work to provide a written essay response;
 - Allowing the interview panel to get to know the candidates ahead of the oral interviews and ask more follow-up questions during the oral interview process; and
 - Providing a written document that could be shared with other stakeholders that are not involved in the 1st Round of 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 will be with the Tremontion City Council.
- **Background Check & Testing.** Once a conditional offer is made to a candidate(s), the City can perform background checks, which the Tremontion Police Department would facilitate. Other testing may include pre-employment physical, pre-employment drug screening, psychological evaluation, etc.

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

- Lyle Holmgren, Tremonton Mayor
- Wes Estep, Tremonton City Council Representative
- Shawn Warnke, Tremonton City Manager
- Marc Christensen, Tremonton City Assistant Manager
- Dustin Cordova, Police Chief
- Shawn Jensen, Fire Department
- Chris Scothern, Interim Fire Chief
- Fire Department Employee Representatives

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

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

- March 3rd – First review of applications
- March 3rd – Invitations sent out to submit essay questions
- March 13th – Essay due and distributed to 1st Round of Interview Panel
- March 24th – First round of interviews by Zoom for out-of-state applicants and in-person interviews for in-state candidates