City of Naples

Naples City Council Meeting Agenda
May 11, 2023 - 7:30 p.m.
1420 East 2850 South
Naples, UT 84078

Opening Ceremonies

1. Approval of Agenda
2. Approval of Minutes - April 27, 2023 Regular Council Meeting
3. Any Follow Up Matters from April 27, 2023
4. Approval of Bills
5. Consider Sponsorship Request for Next Fiscal Year - Uintah Basin Treasure Hunt - Wes Weber
6. Approve Cooperative Agreement with Utah Division of Forestry, Fire and State Lands - Corey Auger
7. Discussion on Round-About in The Farm - Cliff Grua
8. Review and Discuss Draft Interlocal Agreement with Vernal City for Legal Services
9. Adopt Tentative Budget for FY 2023/2024
10. Other Matters/Future Council Matters
11. Motion to Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Naples City offices at 789-9090, 1420 East 2850 South, Naples, UT 84078 at least 48 hours in advance of the meeting. Meetings are held at 1420 East 2850 South, Naples, UT.

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda was posted at the Naples City Office, on the City's website https://naplescityut.gov/ and on the State Public Meeting Notice website htts://utah.gov/pmn Nikki W. Kay

Naples City Council
April 27, 2023
Minutes

DATE, TIME & PLACE OF MEETING

The regularly scheduled meeting of the Naples City Council was held April 27, 2023, 7:30 p.m., at the Naples City Office, 1420 East 2850 South, Naples, Uintah County, Utah.

COUNCIL MEMBERS ATTENDING

Council members attending were Dean Baker, Robert Hall Gordon Kitchen, Ross Morton, Dan Olsen and Kenneth Reynolds.

OTHERS ATTENDING

Others attending were Quinn Bennion, Leah Christensen, Justin Christensen, Brooks Jones, CJ Kendall, Kale Reynolds, Grace Christiansen, Szeth Simmons, Gwen Harrison, Micheal Davis and Nikki Kay.

OPENING CEREMONY

Mayor Dean Baker welcomed everyone and called the meeting to order at 7:30 p.m. Mayor Baker opened the meeting with the pledge of allegiance and Dan Olsen offered the invocation.

APPROVAL OF THE AGENDA

Mayor Baker presented the agenda for approval. Kenneth Reynolds **moved** to approve the agenda. Dan Olsen **seconded** the motion. The motion passed with all voting aye.

MINUTES APPROVED

The minutes of the regular city council meeting of April 13, 2023 were presented for approval. Kenneth Reynolds **moved** to approve the minutes. Ross Morton **seconded** the motion. The motion passed with all in attendance voting in the affirmative.

FOLLOW UP ITEMS FROM PREVIOUS MEETING

Mayor Baker asked if anyone had anything they wanted to follow up on from the previous meeting. Councilman Kitchen asked about the 2000 East road project. Micheal Davis brought up some pictures of the project. The pictures showed where some trees were taken out, irrigation boxes were fixed, where the cut of the road is going to be, and also how close some of the fences will be to the edge of the road.

APPROVAL OF THE BILLS

Nikki Kay presented the bills for payment in the amount of $40,757.57. Kenneth Reynolds **moved** to approve the bills

DRAFT

in the amount of $40,757.57. Dan Olsen **seconded** the motion. The motion passed with the following roll call vote:

Robert Hall	Aye
Dan Olsen	Aye
Ross Morton	Aye
Kenneth Reynolds	Aye
Gordon Kitchen	Aye

BUSINESS LICENSE APPROVALS

A business license application was received from **Cactus Wellhead, LLC** located at 1228 East 620 South. Nikki explained this business provides custodial services at wellhead locations. Dan Olsen **moved** to approve the business license for Cactus Wellhead, LLC. Robert Hall **seconded** the motion. The motion passed with all voting in the affirmative.

A business license application was received from **Energy Armor** located at 1572 South 1625 East. It was explained this business provides vac trucks and hot oil trucks to oilfield locations. Nikki also stated the next business license application for **Verity Energy**, located at the same address, would be for this business to rent a small office from Energy Armor. Robert Hall **moved** to approve both business licenses. Ross Morton **seconded** the motion. The motion passed with all voting aye.

AMEND LAND USE ORDINANCE CHAPTER 02-15 OFF STREET PARKING - APPROVE ORDINANCE 23-250

Gwen Harrison presented the proposed changes to chapter 02-15 of the Land Use Ordinance. Gwen stated these were changes to the off-street parking requirements. Gwen stated the Planning Commission worked through the full chapter for clarification, continuity, and the ability for the changes to withstand time. She explained they changed the wording of "handicapped" to "persons with disabilities." Gwen pointed out the addition of the area allowed to be used for front yard parking. Mayor Baker thought this needed to be clarified because he thought it was for home occupation businesses. Councilman Kitchen wanted to know how he wanted it clarified? Mayor Baker said he didn't know, he just thought it needed to be clarified because he read it to be home occupation parking. Gwen stated they changed violations of this chapter to a fineable offense and gave thirty (30) days for an offender to come into compliance. Gwen stated they made some changes to the design standards for parking and loading spaces and made it so a vehicle can't back out onto the highway from a business. She explained this section of

DRAFT

the code was also updated to be in compliance with ADA requirements and has the chapter refer to the requirements and specifications of the Americans with Disabilities Act. One of the students in attendance asked the Council to explain what they were doing. It was explained how the Planning Commission reviews and offers recommended changes to the Land Use Ordinance. The student wanted to know if the changes were to make things look nice, for clarity, accepted standards, and functionality within the Land Use Ordinance? The Council said those were some of the reasons. With no other questions, Robert Hall **moved** to approve Ordinance 23-250. Dan Olsen **seconded** the motion. The motion passed with the following roll call vote:

Gordon Kitchen	Aye
Kenneth Reynolds	Aye
Ross Morton	Aye
Dan Olsen	Aye
Robert Hall	Aye

DISCUSS AND APPROVE CONTRACT FOR SUPERMARKET SITE ANALYSIS

Micheal Davis presented a bid from MTN Advisors for a supermarket study. Micheal said he contacted Mr. Munson with MTN Advisors and asked him if the information he obtained through the study would be specific to one grocery store. Mr. Munson said it would be but the contract with the City would allow the information to be adjusted for three different vendors. Mr. Munson stated that if the scope went outside of a grocery store the data could be adjusted but the City or Developer might have to pay more. Micheal stated that he spoke with CJ Davis of Davis Food and Drug to see if he was serious about any of what was reported to the Council. He said Mr. Davis said it might be a possibility but the study would be huge to him in order to even consider it. Micheal said Mr. Davis currently has a lot of things going on and this is not a top priority to him. Councilman Morton wanted to know, if the study showed a grocery store would be feasible in this area, would it make Mr. Davis more interested. Micheal said maybe. Councilman Hall said he felt it was worth the $8,000 to see if it would work. Robert Hall **moved** to approve the expenditure of $8,000 and to pull it from the Redevelopment Fund. Kenneth Reynolds **seconded** the motion. The motion passed with the following vote:

Gordon Kitchen	Aye
Kenneth Reynolds	Aye
Ross Morton	Aye

DRAFT

Dan Olsen	Aye
Robert Hall	Aye

Grace Christensen asked them to explain what the $8,000 was for. Micheal Davis explained what the supermarket study was and how it would be used in determining the feasibility of a grocery store moving to Naples.

DISCUSS POLICE DEPARTMENT BUDGET FOR POSSIBLE NEW HIRE

Micheal told the Council he had the opportunity to look at the budget in preparation for a discussion on hiring another police officer and determined that sales tax revenue will come in about $470,000 over the projected budget. Councilman Morton asked what the total cost would be to add another person to the budget. Micheal estimated what that would be with the budget of the current department. Councilman Morton really wanted to see a specific number before moving forward. Councilman Kitchen asked if Micheal's projections took into account the history of revenue. Micheal said it did. Councilman Hall felt like it was a reasonable request as long as the Chief understands the risk if revenues drop. Ross Morton **moved** to allow the Chief to open the position and post the job in the police department. Gordon Kitchen **seconded** the motion. The motion passed with all voting in the affirmative.

ANNUAL CHAMBER DINNER

Mayor Baker wanted to know how many of the Council members wanted to attend the annual Chamber dinner. He said the city purchased an extra table last year. It was discussed if they need an extra table or just additional tickets. Councilman Hall stated he would not be able to attend and Councilman Morton also said he might not attend. Council members asked Micheal to check out the cost of an additional table or extra tickets.

FINANCIAL UPDATE

Council members received a copy of the revenue and expenditure report for the month of April. Micheal said he will have a more detailed report for the budget workshop in May. No questions were asked and no action was taken.

OTHER MATTERS OR FUTURE COUNCIL MATTERS

Quinn Bennion with Vernal City left a draft copy of the interlocal agreement for legal services for the Council to review. A discussion on this will be added to the next council meeting.

CLOSED SESSION

Robert Hall **moved** to go into a closed session to discuss the character, professional competence, physical or mental health of an individual. Dan Olsen **seconded** the motion.

DRAFT

The motion passed with the following vote:

Gordon Kitchen	Aye
Kenneth Reynolds	Aye
Ross Morton	Aye
Dan Olsen	Aye
Robert Hall	Aye

Present in the closed session was Mayor Baker, each of the council members, Micheal Davis, and Nikki Kay.

MOTION TO ADJOURN

With no other business before the Council, Dan Olsen **moved** to adjourn the meeting at 9:15. Robert Hall **seconded** the motion. The meeting was adjourned by all voting in favor of the motion.

APPROVED BY COUNCIL ON THE 11th DAY OF MAY 2023

BY: ______________________________ ATTEST: __________________________

DRAFT

Report Criteria:
Invoices with totals above $0.00 included.
Only unpaid invoices included.

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-22500 HEALTH INSURANCE	22	American Family Life Assurance	Insurance Premium/employee w/h	587709	04/25/2023	168.48
Total :						168.48
10-43-230 TRAVEL & PER DIEM	1211	Zion's First National Bank	Hotel UMCA	552880A	04/16/2023	656.97
10-43-250 VEHICLE MAINTENA	627	Papa's Dino Express	Car washes	627-0423	05/01/2023	18.00
10-43-251 FUEL & OIL	1106	Fleet Operations - Fuel Network	Fuel Purchase	F2310E00928	05/03/2023	51.23
10-43-350 PUBLIC RELATIONS	1211	Zion's First National Bank	Chamber lunch	002998	05/02/2023	20.00
10-43-350 PUBLIC RELATIONS	1211	Zion's First National Bank	Glazed & grileld donuts- 2000e	004046	05/04/2023	20.50
10-43-350 PUBLIC RELATIONS	1211	Zion's First National Bank	Lunch meeting	195658	04/26/2023	32.39
10-43-350 PUBLIC RELATIONS	1211	Zion's First National Bank	Admin day	OLO1	04/27/2023	50.20
Total CITY ADMINISTRATOR:						849.29
10-50-271 UTILITIES - CITY HAL	46	Ashley Valley Water & Sewer	Water and sewer billing 15.1050.1	0501-0423OF	04/28/2023	64.00
10-50-271 UTILITIES - CITY HAL	760	Dominion Energy	Monthly Gas Service - 207686000	2076-0423OF	04/24/2023	241.39
10-50-271 UTILITIES - CITY HAL	760	Dominion Energy	Monthly Gas Service - 447509353	4475-0423GEN	04/24/2023	22.21
10-50-271 UTILITIES - CITY HAL	760	Dominion Energy	Monthly Gas Service - 896686000	8966-0423WW	04/24/2023	123.89
10-50-271 UTILITIES - CITY HAL	775	RDT, Inc.	Garbage Service - 1118	1118-0423	05/01/2023	73.00
10-50-271 UTILITIES - CITY HAL	988	Strata Networks	Monthly Phone & Internet Service	005322131	04/30/2023	640.55
10-50-271 UTILITIES - CITY HAL	1099	Rocky Mountain Power	Monthly Electric Service 6115959	8576-0523	05/04/2023	215.02
10-50-273 OLD FIRE STATION -	223	Codale Electric Supply	Flag lights	S8083537	04/17/2023	650.00
10-50-273 OLD FIRE STATION -	487	Jones Paint & Glass, Inc.	Paint	VNI0102465	05/04/2023	40.76
10-50-274 UTILITIES - PLAZA P	46	Ashley Valley Water & Sewer	Water and sewer billing 15.1049.1	0491-0423PP	04/28/2023	66.00
10-50-274 UTILITIES - PLAZA P	46	Ashley Valley Water & Sewer	Water and sewer billing 16.0435.1	4351-0423RSP	04/28/2023	27.00
Total GENERAL GOVERNMENT BUILDINGS:						2,163.82
10-51-240 OFFICE SUPPLIES A	1210	Zion's First National Bank	Shredder lubricant sheets	113-7482899-0	04/27/2023	11.99
10-51-240 OFFICE SUPPLIES A	1210	Zion's First National Bank	Envelopes	113-9878654-0	04/27/2023	23.88
10-51-250 EQUIPMENT, SUPPLI	1201	Xerox Corporation	Copy charges for WC7845	018772406	05/01/2023	83.14

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-51-250 EQUIPMENT, SUPPLI	1219	FP Mailing Solutions	Postage machine - quarterly	R105740923	04/27/2023	99.99
Total SUPPLIES/EQUIPMENT:						219.00
10-52-245 COMPUTER SUPPLI	1006	Uintah County Recorder	Internet charges	63015	05/01/2023	26.40
Total PLANNING AND ZONING:						26.40
10-54-249 EQUIPMENT/PURCH	627	Papa's Dino Express	Car washes	627-0423	05/01/2023	238.75
10-54-249 EQUIPMENT/PURCH	958	Main Street Auto	Washer fluid, cleaning wipes	181468	04/10/2023	25.16
10-54-249 EQUIPMENT/PURCH	1212	Zion's First National Bank	GPS pucks for trucks	104234959097	04/25/2023	454.48
10-54-249 EQUIPMENT/PURCH	1212	Zion's First National Bank	Radio Antennas	114-6650520-0	05/01/2023	66.30
10-54-251 FUEL & OIL	808	Rocky Mountain Lube & Muffler	Oil change & lube #3994	622349	04/13/2023	86.15
10-54-251 FUEL & OIL	1106	Fleet Operations - Fuel Network	Fuel Purchase	F2310E00928	05/03/2023	1,557.43
10-54-271 UTILITIES-POLICE	46	Ashley Valley Water & Sewer	Water and sewer billing 16.1110.1	1101-0423PS	04/28/2023	64.00
10-54-271 UTILITIES-POLICE	760	Dominion Energy	Monthly Gas Service - 045686000	0456-0423PS	04/24/2023	270.64
10-54-271 UTILITIES-POLICE	775	RDT, Inc.	Barrel service	1118-0423	05/01/2023	25.00
10-54-331 PUBLIC RELATIONS	1212	Zion's First National Bank	Sunglasses for field day	VP-78J0BJN2	04/13/2023	1,025.63
10-54-332 MOBILE UNIT EXPEN	53	AT&T Mobility	Wireless Data Connections	287283594206	04/20/2023	767.23
Total POLICE DEPARTMENT:						4,580.77
10-55-801 ARPA EXPENDITURE	1210	Zion's First National Bank	Desk for council room	113-7482899-0	04/27/2023	139.85
Total EMERGENCY PREPARDNESS:						139.85
10-58-251 FUEL & OIL	1106	Fleet Operations - Fuel Network	Fuel Purchase	F2310E00928	05/03/2023	54.91
Total BUILDING INSPECTOR:						54.91
10-60-116 SEASONAL LABOR	324	Elwood Staffing Services, Inc.	Sesonal help	3066085	04/26/2023	1,117.20
10-60-246 ROAD MAINTENANC	913	Sunrise Engineering, Inc.	software maintenance	0133307	04/13/2023	1,266.66
10-60-250 EQUIPMENT, MAINT	277	Dan's Tire Service	Sweeper flat repair	301487	04/18/2023	568.18
10-60-250 EQUIPMENT, MAINT	277	Dan's Tire Service	Tires #16	301823	04/27/2023	1,535.70
10-60-250 EQUIPMENT, MAINT	555	Lowe's Commercial Services	Door knobs	444043662	04/26/2023	151.05
10-60-250 EQUIPMENT, MAINT	900	Standard Plumbing Supply Co	Misc bolts	TWH460	05/02/2023	5.80

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-60-250 EQUIPMENT, MAINT	958	Main Street Auto	Sweeper parts	183002	04/19/2023	27.28
10-60-250 EQUIPMENT, MAINT	958	Main Street Auto	Sweeper parts	183008	04/19/2023	5.49
10-60-250 EQUIPMENT, MAINT	958	Main Street Auto	Sweeper parts	183057	04/19/2023	11.68
10-60-251 FUEL & OIL	958	Main Street Auto	hydraulic oil	185793	05/04/2023	179.98
10-60-251 FUEL & OIL	1106	Fleet Operations - Fuel Network	Fuel Purchase	F2310E00928	05/03/2023	723.86
10-60-251 FUEL & OIL	1174	Pilot Travel Centers, LLC	Monthly fuel purchases	602144454	05/01/2023	70.96
10-60-257 EQUIPMENT RENTAL	677	Outback Rental	Pressure washer	R23163	05/04/2023	35.00
10-60-261 CRACK SEALER	1153	Walmart - Capital One	Crack seal supplies	033122627493	05/02/2023	29.72
10-60-261 CRACK SEALER	1153	Walmart - Capital One	Crack seal supplies	033122784353	05/02/2023	17.88
10-60-261 CRACK SEALER	1153	Walmart - Capital One	Crack seal supplies	423122791692	05/02/2023	19.88
10-60-266 ROAD SIGNS	838	Safety Supply & Sign Co, Inc.	Amber light	071693	05/01/2023	109.90
10-60-267 WEED CONTROL	663	Nutrien Ag Solutions, Inc.	Herbicide	50934135	05/03/2023	3,576.16
10-60-271 UTILITIES - SHOP	46	Ashley Valley Water & Sewer	Water and sewer billing 17.0475.1	4751-0423SH	04/28/2023	64.00
10-60-271 UTILITIES - SHOP	46	Ashley Valley Water & Sewer	Water and sewer billing 17.0476.1	4761-0423SB	04/28/2023	133.30
10-60-271 UTILITIES - SHOP	760	Dominion Energy	Monthly Gas Service - 056686000	0566-0423SH	04/24/2023	270.03
10-60-271 UTILITIES - SHOP	988	Strata Networks	Internet at road dept	005322131	04/30/2023	104.98
10-60-274 TOOLS & SUPPLIES	223	Codale Electric Supply	Measuring Wheel	S8092018	04/25/2023	90.00
10-60-277 LANDFILL CHARGE	1003	Uintah County	Landfill tickets	CA1036	05/01/2023	500.00
10-60-320 DRUG AND ALCOHO	454	Intermountain Toxicology	Drug & Alcohol Screening	8001-85935	03/23/2023	55.00
10-60-470 PPE / SAFETY CLOT	1153	Walmart - Capital One	Safety Boots	033122627493	05/02/2023	54.98
Total STREETS:						10,724.67
10-68-270 UTILITIES-STREET LI	1099	Rocky Mountain Power	Monthly Electric Service 6108154	1546-0015-042	04/19/2023	2,152.26
Total STREET LIGHTS:						2,152.26
10-70-258 PARKING LOTS	900	Standard Plumbing Supply Co	Paint Yellow	TVN263	04/26/2023	417.00
10-70-260 PARK LAWN & GROU	1147	Vernal Winnelson Company	Sprinkler parts, pipe parts	514210-01	04/27/2023	87.95
10-70-260 PARK LAWN & GROU	1147	Vernal Winnelson Company	Sprinkler parts, pipe parts	514438-01	05/02/2023	29.37
10-70-260 PARK LAWN & GROU	1147	Vernal Winnelson Company	Sprinkler parts, pipe parts	514469-01	05/02/2023	36.00
10-70-266 CITY BEAUTIFICATIO	895	Split Mountain Garden Center	Fertilize, bark	70962	05/01/2023	599.94

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-70-266 CITY BEAUTIFICATIO	895	Split Mountain Garden Center	Fertilize, bark	70963	05/01/2023	419.40
10-70-269 SUBDIVISION PARK	46	Ashley Valley Water & Sewer	Water and sewer billing 18.0551.1	5511-0423IRO	04/28/2023	29.00
10-70-269 SUBDIVISION PARK	46	Ashley Valley Water & Sewer	Water and sewer billing 18.1826.4	8264-0423SUN	04/28/2023	36.80
10-70-271 UTILITIES OF EAST P	46	Ashley Valley Water & Sewer	Water and sewer billing 1611281	1281-0423PK	04/28/2023	64.00
10-70-282 ROADSIDE PARK MA	448	Intermountain Farmers Assoc.	Humic Acid	1018874099	04/25/2023	374.29
Total BUILDING & GROUNDS:						2,093.75
Grand Totals:						23,173.20

Report Criteria:

Invoices with totals above $0.00 included.

Only unpaid invoices included.

State of Utah
SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources
Division of Forestry, Fire & State Lands

JOEL FERRY
Executive Director

JAMIE BARNES
Director/State Forester

To whom it may concern:

In 2021, the Department of Natural Resources conducted an internal audit of the Cooperative Wildfire System (CWS) that identified areas of concern within the System. Forestry, Fire and State Lands (FFSL) is in the process of revising its policies and procedures related to CWS to address the findings of the audit and is drafting a new Cooperative Agreement that will be used when CWS is updated. While this process is underway, CWS will continue to operate as it has since 2017, with the exception that FFSL is now allowing you to pay your participation commitment to FFSL in full rather than reporting on the prevention, preparedness or mitigation efforts in your area.

Since your current agreement has lapsed, FFSL is presenting the attached Cooperative Agreement that is by and large the same agreement from 2017, with some non-substantive changes. The need for a new agreement gave FFSL the opportunity to revise the agreement for clarity and ensure it is in line with new legislation passed since the initial agreement in 2017. In summary the changes include:

- Updated expiration date
- Termination clause added
- Community Wildfire Preparedness Plan Language (CWPP) in conformity with 2023 legislation
- Updated Utah Code and Administrative Rule citations
- Clarification on non-compliance for new agreements

Please note, that if a Participating Entity is on probation or otherwise noncompliant with a prior Cooperative Agreement, entering into a new or updated agreement does not absolve the Participating Entity from prior obligations or probation status under the old agreement. Entities should work with their respective state contacts to ensure past compliance and future commitments moving forward.

Please execute this agreement and return to FFSL no later than May 15, 2023. Failure to execute and return this agreement in a timely fashion forfeits your rights as an eligibility entity to cooperatively discharge your joint responsibilities for protecting non-federal land from wildland fire pursuant to Utah Code 65A-8-203. Please govern yourself accordingly.

Respectfully,

Jamie Barnes

Jamie Barnes
Director/State Forester

COOPERATIVE AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND

Naples City

This agreement shall become effective on the date of the last authorized signature and will remain in effect until December 31, 2024. This agreement may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

SECTION I: RECITALS AND GLOSSARY OF TERMS

A. Pursuant to Utah Code § 65A-8-203 (2021), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity ("Participating Entity") and the State of Utah, Division of Forestry, Fire and State Lands ("FFSL")(collectively "parties") to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.

B. Glossary of Terms
   a. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
   b. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire in the entity's jurisdiction, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
   c. Eligible Entity – as defined in Utah Code § 65A-8-203 (2021) means:
      i. a county, a municipality, or a special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1(2017); and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or
      ii. upon approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services; and paying for the cost of wildland fire suppression services
   d. Extended Attack – actions taken in response to wildland fire after Initial Attack.
   e. Initial Attack – actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources

responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

f. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65A-8-202 (2017) and Utah Code § 65A-8-202.5(2017).
g. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
h. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.
i. Fiscal Year - a consecutive 12-month period for financial reporting, as determined by the Participating Entity's budget cycle.

SECTION II: CERTIFICATION OF QUALIFICATIONS

FFSL and the Participating Entity certify that the following qualifications have been met:

A. The Participating Entity is a qualifying eligible entity.

within two years & update within five years

B. The Participating Entity agrees to adopt a Community Wildfire Preparedness Plan (CWPP) (or equivalent approved by FFSL).
   a. If the Participating Entity has a CWPP at the time of executing this agreement, the Participating Entity agrees to maintain and implement the CWPP for the duration of this agreement.
   b. If the Participating Entity does not have a CWPP at the time of executing this agreement, the Participating Entity agrees to make a good faith effort to develop and adopt a CWPP prior to the expiration of this agreement.

C. The Participating Entity's fire department or fire service provider as defined in Utah Code § 65A-8-203 (2021) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).

has provided

D. FFSL agrees to provide an Annual Participation Commitment Statement and the Participating Entity agrees (has reviewed) to review, approve, and return the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity's fiscal year.

E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.

F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017)

G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).

H. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2022) and has entered into a County Warden Agreement (Addendum A).

SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

A. Participation Commitment
   a. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
   b. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

B. Participation Commitment Expenditures and Activities
   a. The Participation Commitment may be met through either direct expenditures or in-kind activities.
      i. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
      ii. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
         1. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (https://www.independentsector.org/), the same source used for FFSL's Fire Department Assistance Grant program.
      iii. Participation Commitment cannot be met through direct payment to the State.
   b. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

C. Participation Commitment Accounting and Reporting

a. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
   i. The value of Participation Commitment expenditures and activities may, in certain instances, "carry-over" to the next fiscal year with the approval of the respective FFSL Area Manager.
      * 1. The value of capital improvement projects--typically, large "preparedness-type" projects--can carry-over for five years, with no single project's value accounting for more than 25% of the Participating Entity's total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
      2. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum B
      3. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
      4. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.
b. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity's fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
   i. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

D. Annual Participation Commitment Statement
   a. In advance of a Participating Entity's fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
   b. In order to continue participation for the Participating Entity's upcoming fiscal year, the Participating Entity's executive officer must approve, sign, and return the Annual Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity's current fiscal year.
   c. The Annual Participation Commitment Statement is based on the Participating Entity's fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity's next fiscal year.
   *

E. Participation Commitment Calculation
   a. The Participation Commitment is based on two elements, a wildfire risk assessment by acres ("Risk Assessment") conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in each Participating Entity's jurisdiction.
      i. The Risk Assessment is determined by FFSL's "Utah Wildfire Risk

Assessment Portal" (UWRAP), which will be updated as data sources, technology, and funding allow.

ii. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity's historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.
    1. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
    2. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.

b. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

F. Participation Commitment Appeals

a. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY, and EXTENDED ATTACK

A. Initial Attack

a. The Participating Entity agrees to primary responsibility for Initial Attack ("IA"). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).

b. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.

c. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.

d. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.

i. Aviation assets on initial run cards as established by the State will not:
   1. be counted towards a Participating Entity's historic fire cost average for purposes of annually calculating the Participating Entity's Participation Commitment; and,
   2. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.

B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility
   a. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility ("Delegation") occur simultaneously with one of the following events:
      i. State or federally owned lands are involved in the incident; or,
      ii. firefighting resources are ordered through an Interagency Fire Center (beyond "pre-planned dispatch"); or,
      iii. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
      iv. by decision of the State Forester after consultation with local authorities.
   b. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

C. Extended Attack
   a. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
   b. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
   c. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
   d. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
   e. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, Rule, and this Agreement.

SECTION V: WILDLAND FIRE RESPONSE TRAINING, CERTIFICATION AND EQUIPMENT STANDARDS

A. Wildland Fire Response Training and Certification
   a. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I, as certified by the Utah Fire and Rescue Academy (UFRA).
   b. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.

FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.

i. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
ii. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
iii. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
iv. FFSL reserves the right to reevaluate these requirements.

c. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
d. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction,
   i. a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding; or
   ii. the County or participating entity fire departments for qualified resources used under this agreement on federal, state or out-of-county (or out-of-entity) fires pursuant to the terms and conditions outlined in the fire department MOU and rate agreement

B. Wildland Fire Response Equipment Standards
   a. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS

A. Pursuant to Utah Code § 65A-3-4 (2020), the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.

B. Counsel for FFSL will provide assistance with these actions.

C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

SECTION VII: BREACH AND TERMINATION

A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2021), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status.

B. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or FFSL.

C. During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year.

D. If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.
   a. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.
      i. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.
      ii. If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(E) herein below
   b. Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.

E. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203 (2021) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)

F. If the Participating Entity is on probation or otherwise non-compliant with the terms of this or a prior agreement with FFSL, and enters into a new cooperative agreement with FFSL, the prior obligations and status remain in effect until rectified according to the terms of this agreement.

G. Either party may terminate this agreement by providing the other party with written notice 30 days prior to the termination date.

H. If either party terminates this agreement, the Participating Entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS:

Authorized Signature

4/18/2023

Date

Area Manager

Title

PARTICIPATING ENTITY:

Authorized Signature

Date

Title

APPROVED AS TO FORM: Tony Clinger, Assistant Attorney General, March 29, 2023

DRAFT
April 21, 2023

INTERLOCAL AGREEMENT FOR MUNICIPAL LEGAL SERVICES

This Interlocal Agreement for Municipal Legal Services starts on July 1, 2023 and ends on June 30, 2026 (this "Agreement") is made and entered into by and between Vernal City (herein after "Vernal"), a municipal corporation of the State of Utah, and Naples City a municipal corporation of the State of Utah (herein after "Naples") and Uintah Special Service District 1, a Special Service District created under the laws of the State of Utah (herein after "USSD 1"), and Dutch John City (hereinafter "Dutch John"), a municipal corporation of the State of Utah. Vernal, Naples, Dutch John, and USSD 1 may be collectively referred to as "parties".

RECITALS

This Agreement is made and entered into by and between the parties based upon the following recitals, which are incorporated and are integral to this Agreement:

WHEREAS, the parties are authorized by the Utah Interlocal Cooperation Act, as set forth in Title 11, Chapter 13, Utah Code Ann., to enter into this Agreement for legal services; and

WHEREAS, the parties desire to enter into this Agreement for the provision of legal services under the terms and provisions of this Agreement; and

WHEREAS, Vernal City is willing to enter into this Agreement as the employing entity, thereby assuming responsibility for the management of legal services and other related services covered by this Agreement; and

WHEREAS, said assumption of responsibility by Vernal City is based on continued participation from the other entities to this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the parties intending to be legally bound do hereby mutually agree as follows:

1. Effective Date of This Agreement. The effective date of this Agreement shall be the earliest date after all of the following are completed (the "Effective Date"):

    a. This Agreement is approved by the legislative body of Vernal through a resolution, and filed with the keeper of the records for Vernal.

b. This Agreement is approved by the legislative body of Naples through a resolution and filed with the keeper of the records for Naples.

c. This Agreement is approved by the legislative body of Dutch John through a resolution and filed with the keeper of the records for Dutch John.

d. This Agreement is approved by the Administrative Control Board of USSD 1 through a resolution and filed with the keeper of the records for USSD 1.

e. Should the attorney position not be filled by the effective date of this agreement, the parties will be responsible for its own legal services until such position is filled. But in no event will a party be obligated to maintain participation in this agreement if the position remains unfilled after 180 days after the effective date.

2. Scope of Service to be Provided. Vernal, commencing on the effective date of this Agreement and continuing for the duration of this Agreement, agrees to provide legal services, including, but not limited to, those services and exclusions, as set forth below, for the parties.

   a. General Municipal Legal Services: Vernal will employ an attorney licensed in Utah and one support staff (legal secretary or paralegal). Vernal will provide the same benefits as provided to full-time employees.

   b. Prosecutorial services in the expanded Uintah County-Vernal City Justice Court, excluding conflict cases, of which the individual parties will make separate arrangements to cover the conflict.

   c. No bond work will be provided, parties will make separate arrangements for bond work.

   d. Human Resources/Personnel legal services for each entity.

   e. Fiscal management with separate accounting for all cases for each entity.

   f. Records management, segregated by jurisdiction, and maintained in a manner which will allow, easily and without material cost or delay, separation of all files, information and data concerning Naples, Vernal, Dutch John and USSD 1.

   g. Vernal will utilize eProsecutor case management system, produced by Utah Prosecution Council (as modified by UPC), or substantially similar software.

   h. Statistics and data, as required by state agencies, to be filed with applicable state agencies including all required information and reports.

   i. Each party agrees to utilize outside counsel, as provide by its entity's insurance to assist each entity and to keep legal costs down.

3. Location of Services. The legal services team shall be operated and located, and the services set forth herein shall be provided at Vernal City building. Vernal shall provide without charge the existing facilities including, but not limited to: office and furnishings, clerk work space and furnishings, conference room space, lobby and restrooms, and maintenance of the above space.

4. City Attorney. Contingent on Naples, Dutch John, and USSD 1 participating in this Agreement, Vernal will employ an attorney licensed to practice law in the State of Utah

DRAFT

and with professional knowledge of municipal and local/special service district laws and procedures.

5. Conflicts. Should a legal conflict arise between any of the parties to this Agreement, each conflicted party will be required to obtain conflict counsel at its own expense.

6. Staff. The parties acknowledge, understand, and agree that Vernal will employ one staff member to assist in operating and administering the legal services.

7. Employment Status and Expenses and Performance Standards.

    i. Hiring of personnel. Naples, Dutch John, and USSD1 shall be invited to provide a representative to attend the interviewing process and provide input for the attorney position.

    b. Except as set forth herein for shared expenses, Naples, Dutch John and USSD1 shall have no liability for the payment of salaries, wages or other compensation to the City Attorney and associated personnel.
    c. The legal services personnel shall be Vernal Employees and have no right to Naples, Dutch John, or USSD 1 pension, civil service, or any other employment benefits for services provided under this Agreement. However, all parties are required to provide public liability insurance to cover legal services provide for their entity under this Agreement.
    d. Adequate, competent and appropriate staff shall be provided to conduct the business of the legal services.
    e. The legal services personnel shall be the employees of Vernal and therefore, subject to selection, supervision, discipline and personnel policies and procedures of Vernal as set forth in the *Vernal City Personnel Policies and Procedures.*
    f. The cost and expenses for travel and training of personnel and training sessions shall be included in the allocation of operating expenses.
    g. Except as set forth herein and subject to cost sharing as set forth herein (Section ??) Vernal shall assume responsibility for all expenses of the legal services. In no event shall office space costs be considered an operating expense.
    h. Naples, Dutch John, and USSD 1 require that the attorney employed by Vernal will be limited in performing outside work as set forth in Vernal City's policies and procedures.

8.

9. Indigent Defense. Vernal, Naples, and Dutch John shall each be responsible for the costs and expenses, of providing for indigent defense services as required by law for cases arising within each entities' territorial jurisdiction. The entities separately or jointly may apply for or receive assistance in providing indigent defense services from the Utah Indigent Defense Fund or other sources that may be or become available.

DRAFT

10. Budget. Vernal shall review, determine and approve the budget for the legal services department as part of its annual budgeting process.
    a. Budget approval for the legal services department shall be in accordance with the provisions of the Uniform Fiscal Procedures for Utah Cities as set forth in Title 10 Chapter 6 Utah Code Ann.
    b. The fiscal year for the legal services department shall be from July 1 to June 30 of each year.

11. Allocation and Payment of Operating Costs and Expenses. All costs and expenses of the operation and maintenance of the legal services department including personnel, training, software, etc. shall be allocated between and paid by the parties in proportion to the number of cases filed and civil matters receiving legal services. Hourly rates of staff will include, salary, benefits, training, software, and equipment, plus 10% for cleaning, IT, and finance.
    a. Naples will pay a retainer, consisting of 70% of its actual legal expenditures in CY2022, in the amount of $____.__.
    b. Dutch John will pay a retainer, consisting of 70% of its actual legal expenditures in CY2022, in the amount of $____.___.
    c. USSD 1 will to pay $____ as a retainer.
    d. The respective retainers will be charged against, at the rates set forth in Paragraph 11.f. The cost of legal department will be billed at an hourly rate after the respective party's retainer credit is exhausted.
    e. The retainer will be paid in equal installments on a semi-annual basis.
    f. Additional payments of Naples and USSD 1 of the legal expenses shall be made to Vernal City on a quarterly basis. The hourly rate for additional work will charged at $110/hour for attorney services and $50/hour for legal assistant work.
    g. Retainers for each subsequent year will be based on actual expenses from the previous year.
    h. The parties acknowledge market and economic fluctuations may necessitate renegotiation of the rates above.
    i. Should travel be required by any party over 15 miles from the Vernal City Building, that respective entity will reimburse Vernal at the going IRS mileage rate.

12. Reports. Prosecutor reports in Justice Court will be provided by the legal services department to Naples and Dutch John.

13. Effective Date. This Agreement shall become effective as set forth above in Section 1.

14. Initial Term & Termination.
    a. This Agreement shall continue in effect for three (3) years or until terminated by:
        i. The mutual consent of the parties or by either party giving notice in writing at least six months prior to the anniversary of the effective date;

ii. Notwithstanding anything herein, by either party after;
    1. Any material breach of this Agreement; and
    2. After the nonbreaching party provides the breaching party with a written notice to cure the material breach within thirty (30) business days after receiving the written notice to cure the material breach and the breaching party fails to timely cure the material breach;
    3. The termination shall take effect at the end of the Vernal City's fiscal year.

b. Agreement automatically renews for another 3-year term.
c. Upon separation or dissolution of this Agreement, the parties' records will be returned to the respective party.

15. Resolutions of Approval. This Agreement is conditioned upon approval and adoption by Resolution of the legislative body of each party in accordance with Utah Code Ann. 11-13-202.5

16. Attorney Opinions. This Agreement is conditioned upon the signed approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with Utah Code Ann. 11-13-209. However, each entity is without legal counsel, because of the unforeseen resignation of the parties' former contracted attorney, review by the Uintah County Attorney's Office was offered and obtained and is viewed by all parties to satisfy this statutory requirement.

17. Filing of Agreement. This Agreement is conditioned upon the Agreement being filed with the keeper of records for all parties listed at the beginning of this agreement in accordance with 11-13-202.5

18. Authorization. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully authorized to execute this Agreement on behalf of the parties.

19. Notice. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

Vernal: Vernal City
Attn: City Manager
374 East Main
Vernal, Utah 84078

Naples: Naples City

DRAFT

Attn: City Manager
1420 E. 2850 S
Naples, Utah 84078

USSD 1: Uintah Special Service District 1
Attn: Executive Director
610 S. Vernal Ave
Vernal, Utah 84078
Dutch John:

Positions and addresses above may be substituted by either party at any time by written notice to the other parties.

20. No Separate Legal Entity. No separate legal entity is created by this Agreement.

21. Benefits. The parties acknowledge, understand, and agree that the parties and their respective representatives, agents' contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.

22. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the parties from receiving the full bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification or any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument tin writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

23. Relationship of the parties. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, or partnership, or joint venture, between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liability's, debts or obligation of the other party. The parties shall not have any rights, power or authority to make any representation or to assume or create any obligation, whether express or implied on behalf of the other party(ies), or to bind the other party(ies) in any manner.

24. Expansion of additional entities. The parties acknowledge other small governmental entities may seek to enter an interlocal agreement with Vernal City, under the same terms as this Agreement. The parties agree to such expansion so long as the additional legal

DRAFT

work does not exceed 170 hours/calendar year.

25. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, assigns, offices, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes, and. or represent the entire Agreement and understanding between the parties with respect to the subject matter herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the parties.

26. Enforcement of Agreement. The parties hereto shall be responsible for their respective attorneys' fees, expenses, and costs incurred by them through the date of this Agreement. In the event that any party breaches this Agreement, however, such defaulting party shall pay, in addition to any other liability, all costs and expenses incurred by or on behalf of the non-breaching party or its successor-in-interest in enforcing, or in exercising any remedies under, this Agreement, including, but not limited to, reasonable attorneys' fees and costs, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs and expenses incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or the appellate level)).

27. Choice or Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter formation or validity (including non-contractual matters, disputes and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah. The parties irrevocably agree that the courts located in Uintah County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

28. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

DRAFT

29. Rights and Remedies Cumulative. The rights and remedies of the parties under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

30. No Third-Party Beneficiaries. This Agreement is entered into by the parties for the exclusive benefit of the parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor of other third party shall have any rights under this Agreement.

31. Time of Essence. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the parties agree to comply with all such times.

32. Execution of Additional Documents. Each of the parties agrees to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties.

33. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this __ day of ________, 2023.

VERNAL CITY	NAPLES CITY
______________________	______________________
Doug Hammond, Mayor	Dean Baker, Mayor
ATTEST:	ATTEST:
______________________	______________________
Roxanne Behunin, Recorder	Nikki Kay, Recorder

DUTCH JOHN

DRAFT

ATTEST:

____
________________,Recorder

UINTAH SPECIAL SERVICE DISTRICT 1

____
Cheryl Meier, Executive Director

DRAFT

BUDGET 2024

		GENERAL	STREETS	TOTAL	
Revenue:	TAXES	$2,093,100.00	$750,000.00	$2,843,100.00	
	LICENSES/PERMITS	$55,000.00		$55,000.00	
	INTERGOVERNMENTAL	$66,000.00		$66,000.00	
	CLASS "C" ROAD		$150,000.00	$150,000.00	
	SERVICES	$6,600.00		$6,600.00	
	FINES/FOREFEITURES	$25,000.00		$25,000.00	
	MISC	$16,000.00		$16,000.00	
	OTHER	$30,000.00		$30,000.00	
	CONTRIBUTIONS	$0.00		$0.00	
		$2,291,700.00	$900,000.00	$3,191,700.00	
EXPENSES:					
	LEGISLATIVE	$66,500.00		$66,500.00	
	JUSTICE COURT	$3,200.00		$3,200.00	
	CITY ADMIN	$268,200.00		$268,200.00	
	TREASURER	$15,700.00		$15,700.00	
	RECORDER	$111,100.00		$111,100.00	
	ELECTIONS	$100.00		$100.00	
	CITY ATTORNEY	$90,000.00		$90,000.00	
	AUDITOR	$14,000.00		$14,000.00	
	INSURANCE	$42,700.00		$42,700.00	
	GOVERNMENT BLD	$106,250.00		$106,250.00	
	SUPPLIES / EQUIPMENT	$23,900.00		$23,900.00	
	PLANNING/ZONING	$26,600.00		$26,600.00	
	BOARDS	$100.00		$100.00	
	POLICE	$1,038,700.00		$1,038,700.00	45%
	EMERGENCY PREPARDNESS	$2,000.00		$2,000.00	
	BUILDINING INSPECTOR	$56,400.00		$56,400.00	
	COMMUNITY MARKETING	$52,500.00		$52,500.00	
	STREETS		$912,400.00	$912,400.00	
	STREET LIGHTS		$34,000.00	$34,000.00	
	BUILDING & GROUNDS	$43,300.00		$43,300.00	
	TRANSFERS - DEBT SERVICE	$25,025.00	$114,000.00	$139,025.00	
	TRANSFERS - CAPITAL		$0.00	$0.00	
		$1,986,275.00	$1,060,400.00	$3,046,675.00	$0.00
	OVER/UNDER:	$305,425.00	$160,400.00	$145,025.00	
				$15,375.00	

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
GENERAL FUND							
TAXES							
10-31-100	CURRENT YEAR PROPERTY TAXES	80,201.27	76,047.76	77,850.44	74,409.87	76,908.00	76,900.00
10-31-120	PERSONAL PROPERTY TAXES	.00	.00	66.84	.00	.00	.00
10-31-200	DELINQUENT PROPERTY TAX	8,259.63	4,181.82	2,064.86	12.71	2,042.00	4,000.00
10-31-210	FEE-IN-LIEU OF PROPERTY TAXES	7,573.41	6,896.59	7,587.52	5,585.53	8,000.00	7,000.00
10-31-220	PENALTIES/INT ON DELIQ TAXES	744.97	237.03	666.32	1,991.04	200.00	200.00
10-31-300	SALES AND USE TAXES	1,167,905.14	1,117,470.79	1,630,255.19	1,105,313.98	1,800,000.00	1,800,000.00
10-31-301	HIGHWAY USE TAXES	434,420.41	456,586.10	692,023.30	479,598.88	750,000.00	750,000.00
10-31-400	FRANCHISE TAXES	177,581.71	172,103.14	184,204.09	151,102.85	175,000.00	175,000.00
10-31-401	TELECOMMUNICATION TAX	26,221.57	17,836.54	16,971.32	9,533.09	15,000.00	15,000.00
10-31-500	TRANSIENT ROOM TAX	15,174.46	10,136.65	23,980.60	16,809.61	20,000.00	15,000.00
	Total TAXES:	1,918,082.57	1,861,496.42	2,635,670.48	1,844,357.56	2,847,150.00	2,843,100.00
LICENSES AND PERMITS							
10-32-100	BUSINESS LICENSES AND PERMITS	15,640.50	15,010.42	18,680.77	14,563.50	17,000.00	17,000.00
10-32-150	MISC LICENSES & PERMITS	1,750.00	1,000.00	250.00	500.00	500.00	500.00
10-32-200	BUILDING PERMIT FEES	23,879.50	44,042.50	56,359.28	14,540.00	38,000.00	35,000.00
10-32-205	BUILDING PERMT BOND FORFEITURE	.00	5,000.00	3,000.00	.00	.00	2,000.00
10-32-210	STATE SHARE 1%	233.83	440.43	605.02	145.40	380.00	500.00
	Total LICENSES AND PERMITS:	41,503.83	65,493.35	78,895.07	29,748.90	55,880.00	55,000.00
INTERGOVERNMENTAL REVENUE							
10-33-400	MISCELLANEOUS GRANT	.26	.00	.00	.00	.00	.00
10-33-401	STATE GRANT/JAG GRANT	.00	4,500.00	.00	3,500.00	3,500.00	.00
10-33-421	STATE POLICE DEPARTMENT GRANT	.00	6,796.00	.00	.00	25,000.00	20,000.00
10-33-423	CIB GRANT	15,156.80	22,735.20	.00	.00	.00	.00
10-33-424	SCHOOL RESOURCE OFFICER	20,000.00	20,000.00	20,000.00	.00	20,000.00	40,000.00
10-33-425	SHSP GRANT	8,649.00	.00	13,084.00	9,364.00	9,000.00	.00
10-33-427	UINTH CO EOC LAW ENF GRANT	3,500.00	.00	.00	.00	.00	.00
10-33-475	UT LOCAL GOV'T TRUST-SAFETY GR	.00	1,161.00	1,161.00	870.00	850.00	1,000.00
10-33-560	CLASS "C" ROAD FUND ALLOTMENT	129,484.28	142,253.97	151,097.95	94,285.51	150,000.00	150,000.00
10-33-570	LIQUOR TAX DISTRIBUTION	3,349.08	5,334.89	4,202.10	5,534.67	5,500.00	5,000.00
10-33-900	CARES FUND ACT	60,970.00	115,234.00	.00	.00	.00	.00
10-33-901	ARPA FUNDS	.00	.00	123,203.00	122,434.25	122,400.00	.00
	Total INTERGOVERNMENTAL REVENUE:	241,109.42	318,015.06	312,748.05	235,988.43	336,250.00	216,000.00
CHARGES FOR SERVICES							
10-34-130	ZONING & SUBDIVISION FEES	60.00	1,360.00	1,685.00	925.00	1,000.00	1,000.00
10-34-240	MISCELLANEOUS INSPECTIONS	3,800.00	8,222.00	13,093.00	2,700.00	5,000.00	5,000.00
10-34-740	FINGER PRINTING - POLICE	.00	.00	.00	360.00	.00	500.00
10-34-770	POLICE REPORT	210.00	100.00	608.42	140.00	100.00	100.00
	Total CHARGES FOR SERVICES:	4,070.00	9,682.00	15,386.42	4,125.00	6,100.00	6,600.00
FINES AND FORFEITURES							
10-35-100	COURT FINES	28,338.09	40,839.09	25,548.20	2,165.97	20,000.00	25,000.00
	Total FINES AND FORFEITURES:	28,338.09	40,839.09	25,548.20	2,165.97	20,000.00	25,000.00
MISCELLANEOUS REVENUE							
10-36-200	RENT COLLECTIONS	8,819.19	9,221.56	10,101.21	830.00	8,000.00	9,000.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
10-36-215	MISCELLANEOUS DONATIONS	2,950.00	13,950.00	8,150.00	8,950.00	8,900.00	5,000.00
10-36-220	POLICE DONATIONS	.00	.00	2,130.00	.00	2,200.00	1,000.00
10-36-240	SCRAP & SURPLUS SALES	.00	200.00	.00	37.50	500.00	500.00
10-36-250	INSURANCE PROCEEDS	.00	.00	.00	1,195.00	.00	500.00
10-36-300	FIRE DEPT FUNDS	28,751.97	31,385.58	.00	.00	.00	.00
	Total MISCELLANEOUS REVENUE:	40,521.16	54,757.14	20,381.21	11,012.50	19,600.00	16,000.00
OTHER REVENUES							
10-38-100	INTEREST EARNINGS	113,959.36	25,804.57	28,551.25	235,282.96	25,000.00	25,000.00
10-38-150	SELF HELP HOUSING REPAYMENT	28,500.00	.00	57,000.00	.00	.00	.00
10-38-400	SALE OF FIXED ASSETS	.00	30,000.00	.00	3,591.25	3,500.00	.00
10-38-500	CAPITAL LEASE PROCEEDS	.00	310,450.04	.00	.00	.00	.00
10-38-900	SUNDRY REVENUES	444.91	21,085.33	7,502.22	788.00	1,000.00	5,000.00
	Total OTHER REVENUES:	142,904.27	387,339.94	93,053.47	239,662.21	29,500.00	30,000.00
	Total Revenue:	2,416,529.34	2,737,623.00	3,181,682.90	2,367,060.57	3,314,480.00	3,191,700.00
LEGISLATIVE							
10-41-110	MAYOR SALARY	13,887.96	14,047.96	14,367.96	11,893.30	14,000.00	14,500.00
10-41-111	COUNCIL SALARIES	41,153.40	41,153.40	41,153.40	33,648.61	41,200.00	41,200.00
10-41-131	FICA	4,210.68	4,211.16	4,211.16	3,459.88	4,300.00	4,300.00
10-41-132	WORKMAN'S COMPENSATION	751.16	851.21	650.23	551.72	1,000.00	1,000.00
10-41-230	TRAVEL & PER DIEM	675.85	.00	797.23	210.61	1,000.00	3,500.00
10-41-280	TELEPHONE	480.00	320.00	.00	80.00	520.00	500.00
10-41-610	MISCELLANEOUS EXPENSES	748.01-	194.89	750.00	697.82	1,500.00	1,500.00
	Total LEGISLATIVE:	60,411.04	60,778.62	61,929.98	50,541.94	63,520.00	66,500.00
JUSTICE COURT							
10-42-311	PUBLIC DEFENDER	622.50	2,370.00	364.00	140.00	1,500.00	3,000.00
10-42-330	EDUCATION AND TRAINING	.00	.00	122.43	.00	.00	200.00
	Total JUSTICE COURT:	622.50	2,370.00	486.43	140.00	1,500.00	3,200.00
CITY ADMINISTRATOR							
10-43-110	ADMINISTRATOR WAGES	104,568.60	105,396.47	96,697.46	90,901.16	113,000.00	117,000.00
10-43-120	ADMIN SECRETARY	30,329.22	33,158.73	39,978.25	35,110.11	46,000.00	47,500.00
10-43-131	FICA	10,347.40	10,108.62	10,167.91	9,415.21	12,000.00	12,000.00
10-43-132	WORKMAN'S COMPENSATION	1,503.37	1,669.85	1,038.00	1,142.40	1,800.00	1,800.00
10-43-133	HEALTH INSURANCE	41,928.14	44,075.09	27,656.78	29,292.00	36,000.00	38,000.00
10-43-134	RETIREMENT	22,514.43	23,124.80	22,263.87	22,434.82	28,000.00	30,500.00
10-43-135	LONG TERM DISABILITY	670.72	692.83	617.56	637.55	800.00	800.00
10-43-210	BOOKS, SUBSCRIPTIONS, MBRSHIPS	650.25	150.00	125.00	150.00	1,000.00	800.00
10-43-230	TRAVEL & PER DIEM	4,986.44	780.30	1,624.79	1,186.74	5,000.00	5,000.00
10-43-240	OFFICE SUPPLIES AND EXPENSE	.00	.00	61.49	178.12	350.00	400.00
10-43-245	COMPUTER SUPPLIES/MAINTENANC	.00	.00	192.38	.00	500.00	500.00
10-43-247	WEB DESIGN EXPENSE	.00	.00	.00	1,199.00	5,000.00	2,500.00
10-43-250	VEHICLE MAINTENANCE	5,400.00	1,656.59	114.41	58.50	1,800.00	1,500.00
10-43-251	FUEL & OIL	.00	1,886.32	1,459.78	1,176.16	2,200.00	2,200.00
10-43-279	CELLULAR PHONE	1,200.00	1,200.00	900.00	1,000.00	1,200.00	1,200.00
10-43-330	EDUCATION AND TRAINING	82.50	1,279.52	475.81	50.00	2,500.00	2,500.00
10-43-350	PUBLIC RELATIONS	2,725.42	42.11	875.70	264.42	2,500.00	2,500.00
10-43-610	MISCELLANEOUS EXPENSES	250.33	351.61	755.00	13.06	500.00	500.00
10-43-650	EQUIP. ETC. PURCHASE-NON ASSET	149.99	.00	.00	.00	.00	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
10-43-766	PROMOTE ECONOMIC DEVELOPMEN	680.00	.00	.00	.00	1,000.00	1,000.00
	Total CITY ADMINISTRATOR:	227,986.81	225,572.84	205,004.19	194,209.25	261,150.00	268,200.00
TREASURER							
10-44-110	TREASURER	79,688.72	.00	.00	.00	.00	.00
10-44-120	TREASURER/PT TIME	.00	14,000.00	14,000.00	14,000.00	16,800.00	14,000.00
10-44-131	FICA	6,001.28	.00	.00	1,071.00	1,500.00	.00
10-44-132	WORKMAN'S COMPENSATION	43.95	.00	23.29-	11.20	100.00	.00
10-44-133	HEALTH INSURANCE	32,433.02	.00	.00	.00	.00	.00
10-44-134	RETIREMENT	7,750.18	.00	5,554.85	2,264.22	5,000.00	.00
10-44-135	LONG TERM DISABILITY	207.87	.00	.00	.00	.00	.00
10-44-240	OFFICE SUPPLIES AND EXPENSE	.00	.00	.00	.00	100.00	100.00
10-44-241	BANK CHARGES	612.30	1,425.99	1,446.89	958.25	1,500.00	1,500.00
10-44-330	EDUCATION & TRAINING	75.00	.00	.00	.00	.00	.00
10-44-610	MISCELLANEOUS EXPENSES	28.33	.00	.00	.00	100.00	100.00
10-44-740	EQUIPMENT, FURNITURE, ETC.	1,024.31	.00	.00	.00	.00	.00
	Total TREASURER:	127,864.96	15,425.99	20,978.45	18,304.67	25,100.00	15,700.00
RECORDER							
10-45-110	RECORDER SALARY	62,714.56	62,732.80	65,688.74	52,539.20	64,600.00	68,000.00
10-45-131	FICA	4,452.12	4,439.80	4,571.60	3,784.04	5,000.00	5,000.00
10-45-132	WORKMAN'S COMPENSATION	65.64	80.69	93.29	42.93	100.00	100.00
10-45-133	HEALTH INSURANCE	17,224.17	18,073.46	18,988.90	16,693.40	20,100.00	21,600.00
10-45-134	RETIREMENT	11,583.29	11,586.64	11,935.94	9,632.63	11,700.00	12,700.00
10-45-135	LONG TERM DISABILITY	311.59	313.56	321.12	265.62	400.00	400.00
10-45-210	BOOKS, SUBSCRIPTIONS, MBRSHIPS	320.00	370.00	400.00	425.00	500.00	450.00
10-45-220	ADVERTISEMENT/NOTICES	348.25	359.75	164.00	250.75	350.00	400.00
10-45-230	MILEAGE & PER DIEM	868.78	.00	.00	428.20	1,000.00	1,000.00
10-45-240	OFFICE SUPPLIES AND EXPENSE	32.99	.00	.00	11.88	50.00	50.00
10-45-245	COMPUTER SUPPLIES	.00	65.68	.00	64.16	100.00	100.00
10-45-330	EDUCATION AND TRAINING	305.00	.00	.00	225.00	400.00	400.00
10-45-610	MISCELLANEOUS EXPENSES	.00	23.25	.00	13.98	100.00	100.00
10-45-612	BUSINESS LICENSE EXPENSE	123.50	119.50	.00	.00	150.00	150.00
10-45-614	BUSINESS LICENSE - Postage	.00	.00	.00	150.00	150.00	150.00
10-45-650	EQUIP. ETC. PURCHASE-NON ASSET	.00	.00	.00	.00	500.00	500.00
10-45-740	ASSET PURCHASE - EQUIP. ETC.	1,024.32	.00	.00	.00	.00	.00
	Total RECORDER:	99,374.21	98,165.13	102,163.59	84,526.79	105,200.00	111,100.00
ELECTIONS							
10-46-220	ADVERTISEMENT	90.50	68.25	3,513.99	.00	100.00	100.00
	Total ELECTIONS:	90.50	68.25	3,513.99	.00	100.00	100.00
CITY ATTORNEY							
10-47-133	HEALTH INSURANCE	1,066.92	1,023.79	951.20	447.30	1,200.00	.00
10-47-200	CONTINGENCY PIMS PROGRAMG	.00	.00	.00	.00	250.00	.00
10-47-230	TRAVEL, EDUCATION & PER DIEM	2,088.35	.00	125.00	.00	1,100.00	.00
10-47-310	PROSECUTING ATTORNEY	44,483.04	44,483.04	44,483.04	18,534.60	44,500.00	45,000.00
10-47-330	CITY ATTORNEY - CIVIL	46,824.96	46,824.96	46,824.96	19,510.40	47,000.00	45,000.00
10-47-610	MISCELLANEOUS CHARGES	600.00	600.00	600.00	250.00	800.00	.00
	Total CITY ATTORNEY:	95,063.27	92,931.79	92,984.20	38,742.30	94,850.00	90,000.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
INDEPENDENT AUDITOR							
10-48-310	PROFESSIONAL SERVICES	12,587.50	10,560.00	12,000.00	12,000.00	13,000.00	13,000.00
10-48-610	MISCELLANEOUS CHARGES	.00	665.00	.00	.00	1,000.00	1,000.00
	Total INDEPENDENT AUDITOR:	12,587.50	11,225.00	12,000.00	12,000.00	14,000.00	14,000.00
LIABILITY INSURANCE							
10-49-511	LIABILITY INSURANCE	20,431.00	21,591.00	17,402.00	24,793.00	24,800.00	23,500.00
10-49-512	PROPERTY INSURANCE	12,991.47	13,609.65	10,409.72	14,839.37	14,900.00	14,000.00
10-49-513	PUBLIC EMPLOYEE BONDS, ETC	1,864.40	1,814.40	1,814.40	1,814.40	2,000.00	2,000.00
10-49-515	SOCIAL MEDIA	.00	.00	.00	2,988.00	3,000.00	3,200.00
	Total LIABILITY INSURANCE:	35,286.87	37,015.05	29,626.12	44,434.77	44,700.00	42,700.00
GENERAL GOVERNMENT BUILDINGS							
10-50-110	CUSTODIAN WAGES	5,936.06	3,200.06	6,524.96	5,175.02	6,300.00	6,500.00
10-50-131	FICA	454.22	454.22	491.34	403.78	460.00	500.00
10-50-132	WORKMAN'S COMPENSATION	6.23	7.61	9.13	4.18	50.00	100.00
10-50-200	CONTINGENCY EXPENSE	.00	.00	.00	.00	150.00	150.00
10-50-250	C. HALL BLDG EQUIP/SUPPLY/MAIN	1,672.59	933.10	9,634.92	4,967.00	6,300.00	6,500.00
10-50-255	AUTOMOBILE MAINTENANCE	270.95	175.37	550.08	.00	1,000.00	1,000.00
10-50-260	GROUNDS EQUIP/SUPPLY/MAINT	2,779.28	5,825.01	5,112.84	3,046.13	7,000.00	7,000.00
10-50-270	UTILITIES - SHOP	.00	.00	7,775.97	1,003.23	1,050.00	.00
10-50-271	UTILITIES - CITY HALL	24,470.71	22,404.42	19,705.48	17,059.49	23,000.00	23,000.00
10-50-272	SHOP BLDG EQUIP/SUPPLY/MAINT	.00	189.39	797.64	116.29	800.00	800.00
10-50-273	OLD FIRE STATION - MAINT	.00	.00	531.45	3,658.59	6,500.00	1,500.00
10-50-274	UTILITIES - PLAZA PARK	7,620.30	9,379.72	7,270.07	3,994.95	8,500.00	8,500.00
10-50-275	FLAGS	.00	.00	1,087.94	36.61	500.00	500.00
10-50-610	MISCELLANEOUS EXPENSES	95.85	10,631.16	461.51	1,142.17	1,500.00	1,500.00
10-50-611	CLEANING SUPPLIES	485.38	461.78	257.31	381.77	1,000.00	1,000.00
10-50-720	BUILDINGS/STRUCTURAL ADDITIONS	.00	.00	.00	886.37	3,000.00	37,000.00
10-50-721	MAINTENANCE BLDG/PARKING ETC	.00	.00	708.59	.00	700.00	700.00
10-50-730	IMPROVEMENT TO CITY HALL BLDG	466.49	.00	.00	.00	.00	10,000.00
	Total GENERAL GOVERNMENT BUILDINGS:	44,258.06	53,661.84	60,919.23	41,875.58	67,810.00	106,250.00
SUPPLIES/EQUIPMENT							
10-51-240	OFFICE SUPPLIES AND EXPENSE	2,937.57	2,104.77	2,806.44	2,484.75	3,500.00	3,500.00
10-51-245	COMPUTER SUPPORT/WEB	2,625.98	1,603.00	1,720.00	2,173.00	4,000.00	4,000.00
10-51-246	COMPUTER SOFTWARE	999.00	102.33	.00	192.38	2,100.00	2,100.00
10-51-248	COMPUTER SUPPLIES	217.71	497.53	64.16	.00	300.00	300.00
10-51-250	EQUIPMENT, SUPPLIES & MAINT	1,440.17	1,525.90	1,918.95	2,438.90	3,500.00	2,000.00
10-51-256	SOFTWARE SUPPORT - CASELLE	7,785.00	.00	9,598.00	9,883.00	10,500.00	10,000.00
10-51-610	MISCELLANEOUS EXPENSES	.00	79.99	.00	.00	500.00	500.00
10-51-650	EQUIP/ETC. PURCHASE-NON-ASSET	.00	3,243.10	.00	.00	500.00	500.00
10-51-730	ASSET PURCHASE - TECHNOLOGY	381.19	.00	.00	.00	1,000.00	1,000.00
	Total SUPPLIES/EQUIPMENT:	16,386.62	9,156.62	16,107.55	17,172.03	25,900.00	23,900.00
PLANNING AND ZONING							
10-52-215	BOOKS, SUBSCRIPTIONS, MBRSHIPS	50.00	.00	.00	224.00	1,500.00	1,500.00
10-52-220	ADVERTISE/NOTICES/POSTAGE	568.04	318.75	173.00	189.15	1,000.00	1,000.00
10-52-230	TRAVEL & PER DIEM	2,039.71	246.88	.00	1,060.16	3,500.00	6,000.00
10-52-240	OFFICE SUPPLIES AND EXPENSE	.00	.39	290.87	.00	500.00	500.00
10-52-245	COMPUTER SUPPLIES/MAINTENANC	120.00	124.80	122.10	106.90	2,000.00	2,000.00
10-52-247	MAP REVIEW/ENGINEER	500.00	6,719.00	615.00	400.00	7,000.00	7,000.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
10-52-251	FUEL & OIL	.00	.00	.00	71.24	250.00	100.00
10-52-310	BOARD MEMBERS EXPENSE	2,340.00	1,875.00	2,700.00	1,153.84	2,000.00	2,000.00
10-52-313	MASTER PLAN	30,313.60	46,165.99	.00	.00	.00	.00
10-52-330	EDUCATION & WORKSHOP	725.62	44.70	.00	395.00	2,500.00	2,500.00
10-52-331	PUBLIC RELATIONS	.00	.00	.00	.00	2,400.00	2,400.00
10-52-610	MISCELLANEOUS EXPENSES	.00	36.13	.00	.00	600.00	600.00
10-52-740	EQUIPMENT, FURNITURE, ETC.	.00	.00	.00	42.00	1,000.00	1,000.00
	Total PLANNING AND ZONING:	36,656.97	55,531.64	3,900.97	3,642.29	24,250.00	26,600.00
BOARDS & COMMISSIONS							
10-53-220	RURAL WATER USERS	100.00	200.00	100.00	.00	100.00	100.00
	Total BOARDS & COMMISSIONS:	100.00	200.00	100.00	.00	100.00	100.00
POLICE DEPARTMENT							
10-54-110	POLICE SALARIES	691,647.02	280,836.01	380,484.72	276,415.66	366,000.00	435,000.00
10-54-111	PART-TIME/OVERTIME WAGES	2,606.11	10,534.15	15,187.15	15,922.77	20,000.00	20,000.00
10-54-131	FICA	46,502.36	25,329.95	28,779.09	22,110.22	27,900.00	33,000.00
10-54-132	WORKMAN'S COMPENSATION	5,962.99	4,432.91	3,845.36	3,206.22	5,000.00	5,000.00
10-54-133	HEALTH INSURANCE	156,082.50	79,816.27	133,650.86	94,763.10	148,500.00	155,000.00
10-54-134	RETIREMENT	90,042.91	88,297.96	102,119.24	77,818.37	110,000.00	130,000.00
10-54-135	LONG TERM DISABILITY	2,232.45	1,538.37	1,746.81	1,385.21	2,200.00	2,200.00
10-54-136	EMPLOYER 401-K CONTRIBUTION	20,342.59	.00	.00	.00	.00	.00
10-54-210	BOOKS, SUBSCRIPTIONS, ETC.	268.00	250.00	215.00	265.00	500.00	500.00
10-54-230	TRAVEL & PER DIEM	2,556.24	4,104.89	6,060.25	6,279.10	10,000.00	10,000.00
10-54-240	OFFICE SUPPLIES & EXPENSES	853.57	777.26	1,675.31	781.73	2,000.00	2,000.00
10-54-245	COMPUTER EXPENSES	2,295.92	.00	1,369.96	.00	2,000.00	2,000.00
10-54-247	SPILLMAN, LEXIPRO & SUPPORT	15,740.54	12,680.48	17,161.52	4,228.17	17,500.00	17,500.00
10-54-249	EQUIPMENT/PURCHASE & MAINT	3,743.06	8,585.01	9,135.91	3,210.85	15,000.00	15,000.00
10-54-250	VEHICLE MAINTENANCE	4,031.02	9,019.81	4,990.33	781.00	1,000.00	1,000.00
10-54-251	FUEL & OIL	20,750.89	11,882.11	24,066.56	15,570.71	30,000.00	30,000.00
10-54-271	UTILITIES-POLICE	3,175.85	3,287.29	3,745.42	3,354.68	4,000.00	4,000.00
10-54-279	CELLULAR PHONE	3,170.00	2,100.00	2,875.00	2,315.00	3,000.00	3,000.00
10-54-282	UBNSF - DRUG TASK FORCE	8,500.00	8,500.00	8,500.00	.00	11,000.00	12,500.00
10-54-283	CENTRAL DISPATCH	.00	.00	33,553.00	33,817.00	34,000.00	34,000.00
10-54-286	DUI ENFORCEMENT	3,350.00	.00	1,813.00	7,581.11	8,500.00	4,000.00
10-54-320	DRUG AND ALCOHOL TESTING	350.00	369.49	156.00	6.11	500.00	500.00
10-54-330	EDUCATION AND TRAINING	2,099.20	6,031.10	4,130.60	3,929.54	10,000.00	7,000.00
10-54-331	PUBLIC RELATIONS	213.07	206.39	1,249.97	.00	2,500.00	2,500.00
10-54-332	MOBILE UNIT EXPENSES	3,363.36	3,556.55	3,363.36	4,219.03	4,500.00	4,000.00
10-54-333	CRIMINAL INVESTIGATIONS	1,056.04	159.06	712.14	1,139.99	1,500.00	1,500.00
10-54-334	K-9 EXPENSES & EQUIPMENT	1,462.20	1,916.56	2,697.96	1,185.02	3,000.00	3,000.00
10-54-470	UNIFORM ALLOWANCE	7,481.35	5,788.45	6,264.16	5,984.51	7,200.00	7,200.00
10-54-480	VEHICLE LEASE	56,082.49	310,450.04	52,115.66	65,227.00	65,500.00	75,000.00
10-54-610	MISCELLANEOUS SUPPLIES	147.46	102.97	928.16	1,134.48	2,300.00	2,300.00
10-54-760	GRANT PURCHASE ITEMS	26,155.00	8,507.66	13,974.75	5,500.00	25,000.00	20,000.00
	Total POLICE DEPARTMENT:	1,182,264.19	889,060.74	866,567.25	658,131.58	940,100.00	1,038,700.00
EMERGENCY PREPARDNESS							
10-55-230	TRAVEL & PER DIEM	24.15	.00	.00	.00	.00	.00
10-55-610	MISCELLANEOUS EXPENSES	852.76	1,007.62	458.64	.00	2,000.00	2,000.00
10-55-800	CARES ACT EXPENSES	.00	182,319.16	.00	.00	.00	.00
10-55-801	ARPA EXPENDITURES	.00	.00	36,456.85	51,770.67	123,203.00	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
	Total EMERGENCY PREPARDNESS:	876.91	183,326.78	36,915.49	51,770.67	125,203.00	2,000.00
DISPATCHING							
10-56-282	CENTRAL DISPATCH	38,339.00	38,339.00	.00	.00	.00	.00
	Total DISPATCHING:	38,339.00	38,339.00	.00	.00	.00	.00
FIRE PROTECTION							
10-57-110	FIREFIGHTER CLOTHING ALLOWNCE	21,550.00	28,450.00	.00	.00	.00	.00
10-57-131	FICA FOR ANNUNITY PAYMENT	1,652.10	2,166.39	.00	.00	.00	.00
10-57-132	WORKMAN'S COMPENSATION	50.97	123.24	.00	.00	.00	.00
10-57-134	ANNUITY IN LIEU OF HEALTH INS	5,447.52	2,269.80	.00	.00	.00	.00
10-57-272	FIRE STATION BLDG MAINT	14.76	.00	.00	.00	.00	.00
10-57-610	MISCELLANEOUS SUPPLIES	.00	11.50	.00	.00	.00	.00
	Total FIRE PROTECTION:	28,715.35	33,020.93	.00	.00	.00	.00
BUILDING INSPECTOR							
10-58-110	BUILDING INSPECTOR WAGES	46,443.22	45,786.75	47,329.41	35,696.68	46,500.00	48,000.00
10-58-131	FICA	3,552.95	3,502.73	3,562.28	2,789.31	3,600.00	3,700.00
10-58-132	WORKMAN'S COMPENSATION	656.09	707.74	550.11	444.85	1,000.00	800.00
10-58-210	BOOKS, SUBSCRIPTIONS, MBRSHIPS	135.00	145.00	145.00	.00	500.00	500.00
10-58-230	TRAVEL & PER DIEM	520.59	.00	.00	.00	400.00	400.00
10-58-241	LICENSES & PERMITS	.00	450.00	261.00	.00	250.00	300.00
10-58-242	STATE 1% SURCHARGE	185.33	424.05	372.49	177.67	500.00	500.00
10-58-245	COMPUTER SUPPLIES & MAINT	.00	.00	.00	.00	100.00	100.00
10-58-250	EQUIPMENT - VEHICLE UPKEEP	125.99	.00	60.85	49.49	100.00	100.00
10-58-251	FUEL & OIL	428.22	628.84	608.73	695.76	1,000.00	1,000.00
10-58-252	EQUIPMENT & TOOLS	.00	20.74	.00	.00	100.00	100.00
10-58-280	TELEPHONE	420.00	420.00	420.00	350.00	700.00	500.00
10-58-330	EDUCATION AND TRAINING	60.00	135.00	50.00	.00	300.00	300.00
10-58-610	MISCELLANEOUS SUPPLIES	107.70	.00	.00	.00	50.00	100.00
	Total BUILDING INSPECTOR:	52,635.09	52,220.85	53,359.87	40,203.76	55,100.00	56,400.00
COMMUNITY MARKETING							
10-59-210	CHAMBER MEMBERSHIP DUES	20,000.00	15,000.00	15,000.00	14,250.00	15,000.00	20,000.00
10-59-215	UTAH LEAGUE MEMBERSHIP FEES	2,308.62	2,308.62	2,296.15	2,298.30	2,300.00	2,300.00
10-59-223	COMMUNITY EVENTS FUNDING	2,807.64	5,618.23	3,326.48	2,888.15	5,250.00	5,500.00
10-59-224	PUBLIC RELATIONS	16,977.32	12,497.19	19,910.57	9,140.26	22,200.00	22,200.00
10-59-310	ECONOMIC DEVELOPMENT	26,276.09	12,000.00	1,500.00	.00	1,500.00	1,500.00
10-59-610	HEALTH & WELLNESS	.00	.00	.00	.00	1,000.00	1,000.00
	Total COMMUNITY MARKETING:	68,369.67	47,424.04	42,033.20	28,576.71	47,250.00	52,500.00
STREETS							
10-60-110	SALARIES AND WAGES	255,501.69	120,670.33	69,211.91	101,928.05	130,000.00	137,000.00
10-60-111	PART-TIME/OVERTIME WAGES	1,256.48	812.40	2,469.21	5,372.45	6,000.00	5,000.00
10-60-116	SEASONAL LABOR	.00	.00	198.00	2,969.40	15,000.00	25,000.00
10-60-131	FICA	18,123.17	8,517.59	4,777.12	7,539.14	10,000.00	10,000.00
10-60-132	WORKMAN'S COMPENSATION	3,458.96	2,359.59	1,001.42	1,697.94	2,000.00	2,000.00
10-60-133	HEALTH INSURANCE	67,133.67	44,288.56	25,128.41	40,860.60	49,000.00	56,000.00
10-60-134	RETIREMENT	34,661.12	22,282.59	12,925.71	19,434.37	23,000.00	25,000.00
10-60-135	LONG TERM DISABILITY	932.55	603.36	348.03	535.82	800.00	800.00
10-60-220	ADVERTISEMENT	337.25	.00	93.01	.00	500.00	500.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
10-60-230	TRAVEL	1,490.72	550.00	574.84	2,104.06	4,500.00	4,500.00
10-60-231	SAFETY & EDUCATION	396.00	381.49	55.00	.00	.00	.00
10-60-240	PAPER & CLEANING SUPPLIES	6.18	254.54	.00	.00	.00	.00
10-60-245	BLDG SUPPLIES & MAINT	1,001.00	299.00	13.88	28.21	500.00	6,000.00
10-60-246	ROAD MAINTENANCE SOFTWARE	.00	.00	5,625.00	.00	3,000.00	2,000.00
10-60-250	EQUIPMENT, MAINT & SUPPLIES	5,291.43	5,008.96	4,805.49	18,327.93	28,000.00	31,000.00
10-60-251	FUEL & OIL	9,020.62	7,388.30	6,322.09	10,823.10	13,000.00	16,000.00
10-60-252	'06 GMC MAINTENANCE	1,055.85	460.65	637.53	.00	.00	.00
10-60-253	VEHICLE MAINTENANCE #16	732.45	241.39	700.00	.00	.00	.00
10-60-254	BOBCAT MAINTENANCE	792.90	1,033.61	.00	.00	.00	.00
10-60-255	DUMP TRUCK MAINTENANCE	1,209.88	914.26	154.52	.00	.00	.00
10-60-256	TRACTOR/FRONT END LOADER	84.90	414.56	.00	.00	.00	.00
10-60-257	EQUIPMENT RENTAL EXPENSE	505.10	178.08	412.58	.00	3,000.00	3,000.00
10-60-258	OPEN	1,077.75	766.71	.00	.00	.00	.00
10-60-259	VEHICLE MAINTENANCE #1	226.57	492.63	.00	.00	.00	.00
10-60-260	SANDER/SNOW PLOW MAINTENANC	1,712.40	2,534.48	1,697.40	4,006.45	8,100.00	57,000.00
10-60-261	CRACK SEALER	4,671.64	5,017.13	4,954.90	.00	6,500.00	6,500.00
10-60-262	"C" ROAD MAINTENANCE	761.71	5,855.00	4,116.70	5,500.16	17,000.00	20,000.00
10-60-264	DRAINAGE SYSTEM EXPENDITURES	185.53	.00	1,500.00	.00	.00	.00
10-60-265	SNOW REMOVAL	5,618.64	5,920.20	7,315.99	9,073.80	9,500.00	9,500.00
10-60-266	ROAD SIGNS	1,342.55	2,795.72	4,154.19	1,029.45	7,000.00	7,000.00
10-60-267	WEED CONTROL	2,731.79	3,173.08	.00	155.52	4,000.00	5,500.00
10-60-268	SIDEWALKS	10,799.26	.00	.00	8,000.00	10,000.00	50,000.00
10-60-269	STREET SWEEPER	785.30	1,425.96	2,000.00	.00	.00	.00
10-60-270	SMALL EQUIPMENT PURCHASE	.00	.00	806.00	.00	.00	.00
10-60-271	UTILITIES - SHOP	7,725.51	7,977.21	66.00	6,462.59	8,000.00	8,000.00
10-60-272	HIGHWAY 40 BEAUTIFICATION	3,109.91	2,887.89	.00	.00	2,000.00	2,000.00
10-60-273	HWY 40 TREES & LIGHTS	1,576.23	1,196.71	.00	.00	.00	.00
10-60-274	TOOLS & SUPPLIES	972.89	2,049.33	982.67	3,012.03	5,500.00	5,500.00
10-60-275	STRIPING OF STREETS	1,204.50	456.28	1,338.71	.00	.00	.00
10-60-276	FLAGS AND BANNERS	254.04	35.68	139.50	.00	250.00	250.00
10-60-277	LANDFILL CHARGE	.00	200.00	.00	.00	1,000.00	1,000.00
10-60-278	BLUE STAKES	312.26	267.62	323.60	212.40	400.00	400.00
10-60-279	CELLULAR PHONE	720.00	.00	120.00	960.00	1,500.00	1,500.00
10-60-282	ROADSIDE PARK MAINTENANCE	3,262.99	3,386.68	.00	.00	.00	.00
10-60-310	CDL LICENSING EXPENSE	225.00	.00	150.00	.00	200.00	200.00
10-60-320	DRUG AND ALCOHOL TESTING	225.00	.00	.00	140.00	250.00	250.00
10-60-330	EDUCATION AND TRAINING	1,476.18	220.00	250.00	330.00	500.00	.00
10-60-470	PPE / SAFETY CLOTHING	312.83	466.24	452.92	274.94	1,800.00	1,800.00
10-60-471	SAFETY CLOTHING/J. HARPER	89.68	.00	.00	.00	.00	.00
10-60-472	SAFETY CLOTHING/R. COOK	641.14	295.53	454.65	.00	500.00	600.00
10-60-473	SAFETY CLOTHING/S. SIMMONS	523.57	293.86	.00	.00	500.00	600.00
10-60-500	YEARLY SEAL COAT PROJECTS	.00	.00	.00	.00	.00	80,000.00
10-60-610	MISCELLANEOUS SUPPLIES	164.71	284.99	226.22	.00	.00	.00
10-60-650	EQUIP. ETC. PURCHASE-NON ASSET	.00	219.98	.00	.00	.00	.00
10-60-701	STREET SWEEPER	.00	.00	.00	.00	.00	300,000.00
10-60-702	BRUSH HOG	.00	.00	.00	.00	.00	31,000.00
10-60-750	EQUIPMENT PURCHASE	.00	.00	100,044.00	.00	.00	.00
	Total STREETS:	455,701.50	264,878.17	266,547.20	250,778.41	372,800.00	912,400.00
STREET LIGHTS							
10-68-270	UTILITIES-STREET LIGHTS	28,020.12	27,471.15	26,068.88	20,698.84	28,000.00	28,000.00
10-68-272	REPAIRS - STREET LIGHTS	51.58	500.00	8,063.70	3,890.45	6,000.00	6,000.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
	Total STREET LIGHTS:	28,071.70	27,971.15	34,132.58	24,589.29	34,000.00	34,000.00
BUILDING & GROUNDS							
10-70-110	SALARIES AND WAGES	.00	.00	56,859.28	.00	.00	.00
10-70-111	PART-TIME/OVERTIME WAGES	.00	.00	1,628.54	.00	.00	.00
10-70-131	FICA	.00	.00	4,027.98	.00	.00	.00
10-70-132	WORKMAN'S COMPENSATION	.00	.00	819.49	.00	.00	.00
10-70-133	HEALTH INSURANCE	.00	.00	21,262.50	.00	.00	.00
10-70-134	RETIREMENT	.00	.00	10,680.75	.00	.00	.00
10-70-135	LONG TERM DISABILITY	.00	.00	287.23	.00	.00	.00
10-70-230	TRAVEL & PER DIEM	.00	.00	200.00	.00	750.00	750.00
10-70-250	EQUIPMENT SUPPLIES & MAINT OF	.00	300.00	585.41	104.08	600.00	600.00
10-70-251	FUEL & OIL	.00	.00	3,899.24	.00	.00	.00
10-70-252	VEHICLE MAINTENANCE	.00	.00	500.00	.00	.00	.00
10-70-254	BOBCAT MAINTENANCE	.00	.00	888.27	.00	.00	.00
10-70-255	EQUIPMENT REPAIRS & MAINT SHOP	.00	.00	5,042.92	.00	.00	.00
10-70-256	TRACTOR/FRONT END LOADER	.00	.00	734.41	.00	.00	.00
10-70-257	EQUIPMENT RENTAL	.00	.00	420.93	.00	.00	.00
10-70-258	PARKING LOTS	.00	.00	246.00	.00	500.00	500.00
10-70-260	PARK LAWN & GROUNDS	.00	.00	53.70	26.40	300.00	300.00
10-70-261	SPRINKLING SYSTEM	36.00	.00	.00	.00	.00	.00
10-70-263	PAVILION MAINTENANCE	444.61	.00	1,105.09	.00	400.00	4,400.00
10-70-264	WEED CONTROL	.00	.00	3,088.77	.00	.00	.00
10-70-265	SIDEWALKS	.00	.00	8,004.23	.00	.00	.00
10-70-266	CITY BEAUTIFICATION	.00	.00	4,354.16	82.75	4,500.00	27,000.00
10-70-268	WATER ASSESSMENT EXPENSES	326.47	355.17	355.81	386.51	400.00	400.00
10-70-269	SUBDIVISION PARK UTILITIES	4,732.20	5,151.45	3,796.95	2,742.81	4,500.00	4,500.00
10-70-271	UTILITIES OF EAST PARK	978.15	837.60	751.80	518.75	750.00	750.00
10-70-272	PARK IRRIGATION EXPENSES	.00	.00	.00	.00	100.00	100.00
10-70-274	TOOLS & SUPPLIES	.00	.00	1,178.12	.00	.00	.00
10-70-277	LANDFILL CHARGE	.00	.00	250.00	.00	.00	.00
10-70-282	ROADSIDE PARK MAINT/IMPROVEME	14,982.06	3,102.47	4,457.36	213.05	3,900.00	4,000.00
10-70-284	ROADSIDE PARK - SUNSTONE	.00	.00	7,000.00	.00	.00	.00
10-70-320	DRUG AND ALCOHOL TESTING	.00	.00	163.00	.00	.00	.00
10-70-330	EDUCATION AND SAFETY	.00	.00	425.94	.00	.00	.00
10-70-470	SAFETY CLOTHING	.00	.00	336.57	.00	.00	.00
10-70-473	CLOTHING ALLOWANCE/S. SIMMONS	.00	.00	472.98	.00	.00	.00
10-70-610	MISCELLANEOUS EXPENSES	.00	140.00	.00	.00	.00	.00
	Total BUILDING & GROUNDS:	21,499.49	9,886.69	143,877.43	4,074.35	16,700.00	43,300.00
TRANSFERS							
10-90-150	TRANSFER TO DEBT SERVICE	155,000.00	.00	139,025.00	879,835.52	880,000.00	139,025.00
10-90-160	TRANS CAP. PROJ.-FIXED ASSETS	.00	.00	7,470.00	.00	.00	.00
10-90-300	TRANSFER TO CAPITAL PROJ-ROADS	115,265.00	68,887.00	501,688.00	5,100,000.00	5,100,000.00	.00
10-90-350	TRANS TO MUNICPAL BLDG FUND	.00	83,154.00	.00	.00	.00	.00
10-90-550	TRANS VITALIZATION FUND	.00	51,654.00	.00	.00	.00	.00
	Total TRANSFERS:	270,265.00	203,695.00	648,183.00	5,979,835.52	5,980,000.00	139,025.00
	Total Expenditure:	2,903,427.21	2,411,926.12	2,701,330.72	7,543,549.91	8,299,333.00	3,046,675.00
	GENERAL FUND Revenue Total:	2,416,529.34	2,737,623.00	3,181,682.90	2,367,060.57	3,314,480.00	3,191,700.00
	GENERAL FUND Expenditure Total:	2,903,427.21	2,411,926.12	2,701,330.72	7,543,549.91	8,299,333.00	3,046,675.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
Net Total GENERAL FUND:		486,897.87-	325,696.88	480,352.18	5,176,489.34-	4,984,853.00-	145,025.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
DEBT SERVICE FUND							
OTHER REVENUES							
30-38-100	INTEREST INCOME	13,735.47	3,609.82	3,686.05	18,779.18	20,000.00	5,000.00
30-38-501	TRANSFER FROM GF TO RESERVE F	155,000.00	.00	139,025.00	879,835.52	880,000.00	139,025.00
Total OTHER REVENUES:		168,735.47	3,609.82	142,711.05	898,614.70	900,000.00	144,025.00
Total Revenue:		168,735.47	3,609.82	142,711.05	898,614.70	900,000.00	144,025.00
EXPENDITURES							
30-40-550	ROAD BOND PRINCIPAL PAYMENT	114,000.00	114,000.00	114,000.00	114,000.00	114,000.00	114,000.00
30-40-560	EQUIPMENT BOND PAYMENT	12,000.00	.00	.00	.00	.00	.00
30-40-580	FIRE STATION BOND PAYMENT	.00	.00	.00	24,515.00	25,025.00	25,025.00
30-40-800	BUDGET INCREASE TO SURPLUS	.00	.00	.00	.00	760,975.00	5,000.00
Total EXPENDITURES:		126,000.00	114,000.00	114,000.00	138,515.00	900,000.00	144,025.00
Total Expenditure:		126,000.00	114,000.00	114,000.00	138,515.00	900,000.00	144,025.00
DEBT SERVICE FUND Revenue Total:		168,735.47	3,609.82	142,711.05	898,614.70	900,000.00	144,025.00
DEBT SERVICE FUND Expenditure Total:		126,000.00	114,000.00	114,000.00	138,515.00	900,000.00	144,025.00
Net Total DEBT SERVICE FUND:		42,735.47	110,390.18-	28,711.05	760,099.70	.00	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
CAPITAL PROJECT-ROADS							
INTERGOVERNMENTAL REVENUE							
40-33-400	CIB GRANT	.00	.00	.00	.00	.00	1,262,000.00
40-33-401	CIB LOAN	.00	.00	.00	.00	.00	473,000.00
40-33-405	UDOT GRANT - ROAD	.00	.00	.00	.00	.00	226,800.00
40-33-406	UDOT GRANT - SAFE SIDEWALK	17,250.00	.00	.00	.00	19,381.00	.00
40-33-407	UDOT GRANT - CANAL	.00	.00	.00	.00	.00	150,000.00
40-33-425	CONTRIBUTIONS - ENTITIES	.00	.00	.00	.00	.00	99,000.00
40-33-426	CONTRIBUTIONS - NRCS	.00	.00	.00	.00	.00	561,000.00
	Total INTERGOVERNMENTAL REVENUE:	17,250.00	.00	.00	.00	19,381.00	2,771,800.00
OTHER REVENUES							
40-38-100	INTEREST EARNINGS-ROADS	27,607.21	6,086.34	5,758.84	.00	.00	.00
40-38-500	TRANSFER FROM GENERAL FUND	115,265.00	68,887.00	501,688.00	5,100,000.00	5,100,000.00	.00
40-38-800	BEG. BAL. TO BE APPROPRIATED	.00	.00	.00	.00	.00	201,200.00
	Total OTHER REVENUES:	142,872.21	74,973.34	507,446.84	5,100,000.00	5,100,000.00	201,200.00
	Total Revenue:	160,122.21	74,973.34	507,446.84	5,100,000.00	5,119,381.00	2,973,000.00
EXPENDITURES							
40-40-255	DESIGN ENGINEERING	.00	.00	7,819.35	.00	.00	.00
40-40-258	HWY 40 SAFE SIDEWALK	26,880.00	.00	.00	5,679.04	25,881.00	.00
40-40-260	HWY 40 STREET LIGHT PROJECT	70,003.82	.00	.00	.00	.00	.00
40-40-261	2500 SOUTH ROAD PROJECT	.00	90,000.00	.00	.00	.00	.00
40-40-262	DRAINAGE PROJECTS	8,700.00	9,280.00	84,176.32	23,200.00	40,700.00	2,545,000.00
40-40-263	2000 EAST PROJECT	.00	3,334.50	106,300.09	212,354.86	642,320.36	.00
40-40-265	CHIP SEALS	.00	85,000.00	986.25	.00	.00	378,000.00
40-40-268	ROAD STRIPING	.00	.00	.00	22,644.00	25,000.00	.00
40-40-269	EQUIPMENT PURCHASE	.00	8,000.00	.00	.00	.00	.00
40-40-270	CROSSWALK	39,565.00	.00	.00	.00	.00	.00
40-40-275	2850 S / HWY 45 DIP	.00	.00	.00	.00	40,000.00	50,000.00
40-40-300	1900 S SEAL COAT	.00	.00	.00	10,000.00	11,000.00	.00
40-40-301	PARKVIEW SEAL COAT	.00	.00	.00	6,000.00	6,000.00	.00
40-40-302	FARM SEAL COAT	.00	.00	.00	18,286.40	18,500.00	.00
40-40-303	HUNTER HOLLOW SEAL COAT	.00	.00	.00	9,000.00	9,000.00	.00
40-40-400	SIDEWALK REPAIR 1000 SOUTH	.00	.00	.00	17,240.00	30,000.00	.00
40-40-401	SIDEWALK REPAIR 1900 SOUTH	.00	.00	.00	.00	37,000.00	.00
40-40-610	MISCELLANEOUS EXPENSES	38.54-	.00	.00	.00	5,000.00	.00
	Total EXPENDITURES:	145,110.28	195,614.50	199,282.01	324,404.30	890,401.36	2,973,000.00
	Total Expenditure:	145,110.28	195,614.50	199,282.01	324,404.30	890,401.36	2,973,000.00
	CAPITAL PROJECT-ROADS Revenue Total:	160,122.21	74,973.34	507,446.84	5,100,000.00	5,119,381.00	2,973,000.00
	CAPITAL PROJECT-ROADS Expenditure Total:	145,110.28	195,614.50	199,282.01	324,404.30	890,401.36	2,973,000.00
	Net Total CAPITAL PROJECT-ROADS:	15,011.93	120,641.16-	308,164.83	4,775,595.70	4,228,979.64	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
MUNICIPAL BUILDING PROJECT							
OTHER REVENUES							
41-38-100	INTEREST EARNINGS	2,820.08	361.44	714.97	.00	.00	.00
41-38-500	TRANSFER FROM GENERAL FUND	.00	83,154.00	.00	.00	.00	.00
	Total OTHER REVENUES:	2,820.08	83,515.44	714.97	.00	.00	.00
	Total Revenue:	2,820.08	83,515.44	714.97	.00	.00	.00
EXPENDITURES							
41-40-750	CAPITAL BLDG IMPROVEMENTS	141,312.00	.00	.00	.00	.00	.00
	Total EXPENDITURES:	141,312.00	.00	.00	.00	.00	.00
	Total Expenditure:	141,312.00	.00	.00	.00	.00	.00
	MUNICIPAL BUILDING PROJECT Revenue Total:	2,820.08	83,515.44	714.97	.00	.00	.00
	MUNICIPAL BUILDING PROJECT Expenditure Total:	141,312.00	.00	.00	.00	.00	.00
	Net Total MUNICIPAL BUILDING PROJECT:	138,491.92-	83,515.44	714.97	.00	.00	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
CAPITAL PROJECT-PARK FUND							
OTHER REVENUES							
42-38-100	INTEREST EARNINGS-PARK FUND	8,204.47	1,945.84	1,952.21	.00	.00	.00
Total OTHER REVENUES:		8,204.47	1,945.84	1,952.21	.00	.00	.00
Total Revenue:		8,204.47	1,945.84	1,952.21	.00	.00	.00
EXPENDITURES							
42-40-735	DONATION EXPENDITURE	.00	10,000.00	.00	.00	.00	.00
Total EXPENDITURES:		.00	10,000.00	.00	.00	.00	.00
Total Expenditure:		.00	10,000.00	.00	.00	.00	.00
CAPITAL PROJECT-PARK FUND Revenue Total:		8,204.47	1,945.84	1,952.21	.00	.00	.00
CAPITAL PROJECT-PARK FUND Expenditure Total:		.00	10,000.00	.00	.00	.00	.00
Net Total CAPITAL PROJECT-PARK FUND:		8,204.47	8,054.16-	1,952.21	.00	.00	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
BUILDING AUTHORITY FUND							
OTHER REVENUES							
43-38-100	INT EARNINGS	10,963.57	2,487.99	2,433.67	.00	.00	.00
	Total OTHER REVENUES:	10,963.57	2,487.99	2,433.67	.00	.00	.00
	Total Revenue:	10,963.57	2,487.99	2,433.67	.00	.00	.00
EXPENDITURES							
43-40-580	FIRE STATION PRINCIPLE PAYMENT	17,000.00	17,000.00	17,000.00	.00	.00	.00
43-40-590	INTEREST EXPENSE	8,280.00	8,025.00	7,770.00	.00	.00	.00
	Total EXPENDITURES:	25,280.00	25,025.00	24,770.00	.00	.00	.00
	Total Expenditure:	25,280.00	25,025.00	24,770.00	.00	.00	.00
	BUILDING AUTHORITY FUND Revenue Total:	10,963.57	2,487.99	2,433.67	.00	.00	.00
	BUILDING AUTHORITY FUND Expenditure Total:	25,280.00	25,025.00	24,770.00	.00	.00	.00
	Net Total BUILDING AUTHORITY FUND:	14,316.43-	22,537.01-	22,336.33-	.00	.00	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
VITALIZATION FUND							
OTHER REVENUES							
44-38-100	INTEREST EARNINGS	4,884.86	1,179.04	1,434.58	.00	.00	.00
44-38-500	TRANSFER FROM GENERAL FUND	.00	51,654.00	.00	.00	.00	.00
	Total OTHER REVENUES:	4,884.86	52,833.04	1,434.58	.00	.00	.00
	Total Revenue:	4,884.86	52,833.04	1,434.58	.00	.00	.00
	VITALIZATION FUND Revenue Total:	4,884.86	52,833.04	1,434.58	.00	.00	.00
	VITALIZATION FUND Expenditure Total:	.00	.00	.00	.00	.00	.00
	Net Total VITALIZATION FUND:	4,884.86	52,833.04	1,434.58	.00	.00	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
#1 REDEVELOPMENT AGENCY FUND							
OTHER REVENUES							
45-38-100	INTEREST INCOME-REDEVELOPMEN	11,120.15	2,650.51	2,493.44	11,171.91	50.00	.00
Total OTHER REVENUES:		11,120.15	2,650.51	2,493.44	11,171.91	50.00	.00
Total Revenue:		11,120.15	2,650.51	2,493.44	11,171.91	50.00	.00
EXPENDITURES							
45-40-250	ACQUISITION OF PROPERTY	966.23	.00	.00	.00	.00	.00
45-40-610	MISCELLANEOUS EXPENSES	25.00	.00	25.00	25.00-	50.00	.00
Total EXPENDITURES:		991.23	.00	25.00	25.00-	50.00	.00
Total Expenditure:		991.23	.00	25.00	25.00-	50.00	.00
#1 REDEVELOPMENT AGENCY FUND Revenue Total:		11,120.15	2,650.51	2,493.44	11,171.91	50.00	.00
#1 REDEVELOPMENT AGENCY FUND Expenditure Total:		991.23	.00	25.00	25.00-	50.00	.00
Net Total #1 REDEVELOPMENT AGENCY FUND:		10,128.92	2,650.51	2,468.44	11,196.91	.00	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
#2 REDEVELOPMENT-1500 SOUTH							
OTHER REVENUES							
46-38-100	INTEREST EARNINGS	1,352.25	321.19	329.33	.00	.00	.00
46-38-800	BEG. BAL. TO BE APPROPRIATED	.00	.00	.00	.00	50.00	.00
Total OTHER REVENUES:		1,352.25	321.19	329.33	.00	50.00	.00
Total Revenue:		1,352.25	321.19	329.33	.00	50.00	.00
EXPENDITURES							
46-40-610	MISCELLANEOUS EXPENSES	25.00	.00	25.00	.00	50.00	.00
Total EXPENDITURES:		25.00	.00	25.00	.00	50.00	.00
Total Expenditure:		25.00	.00	25.00	.00	50.00	.00
#2 REDEVELOPMENT-1500 SOUTH Revenue Total:		1,352.25	321.19	329.33	.00	50.00	.00
#2 REDEVELOPMENT-1500 SOUTH Expenditure Total:		25.00	.00	25.00	.00	50.00	.00
Net Total #2 REDEVELOPMENT-1500 SOUTH:		1,327.25	321.19	304.33	.00	.00	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
GENERAL FIXED ASSETS							
Department: 40							
91-40-113	LOSS ON DISPOSAL FIXED ASSET	.00	30,000.00-	5,762.16	.00	.00	.00
Total Department: 40:		.00	30,000.00-	5,762.16	.00	.00	.00
Department: 80							
91-80-990	DEP GENERAL GOVT	26,041.31	22,009.24	31,048.18	.00	.00	.00
91-80-991	DEPRECIATION POLICE	11,792.99	13,503.53	10,663.82	.00	.00	.00
91-80-992	DEPRECIATION FIRE	144,914.94	150,217.83	150,041.71	.00	.00	.00
91-80-993	DEPRECIATION/HWYS PUBLIC IMPR	1,150,284.66	1,112,392.74	1,045,544.10	.00	.00	.00
91-80-994	DEPRECIATION/PARKS	64,886.19	65,680.00	56,725.50	.00	.00	.00
91-80-999	CONTRA CAPITAL OUTLAY	324,100.16-	165,614.50-	311,160.38-	.00	.00	.00
Total Department: 80:		1,073,819.93	1,198,188.84	982,862.93	.00	.00	.00
Department: 81							
91-81-991	AMORTIZATION POLICE	.00	.00	61,483.35	.00	.00	.00
Total Department: 81:		.00	.00	61,483.35	.00	.00	.00
Total Expenditure:		1,073,819.93	1,168,188.84	1,050,108.44	.00	.00	.00
GENERAL FIXED ASSETS Revenue Total:		.00	.00	.00	.00	.00	.00
GENERAL FIXED ASSETS Expenditure Total:		1,073,819.93	1,168,188.84	1,050,108.44	.00	.00	.00
Net Total GENERAL FIXED ASSETS:		1,073,819.93-	1,168,188.84-	1,050,108.44-	.00	.00	.00

Account Number	Account Title	2020 Prior year 3 Actual	2021 P.Y. 2 Actual	2022 P.Y. Actual	2023 Current Year Actual	2023 C.Y. Budget	2024 Future year Budget
GENERAL LONG-TERM DEBT							
EXPENDITURES							
95-85-980	ROAD BOND PRINCIPAL PAYMENT	131,000.00-	114,000.00-	114,000.00-	.00	.00	.00
95-85-982	POLICE CAR PAYMENT	.00	310,450.04-	60,645.15-	.00	.00	.00
95-85-983	FIRE STATION PAYMENT	12,000.00-	17,000.00-	17,000.00-	.00	.00	.00
95-85-985	POLICE AMMORTIZATION	.00	51,236.12	.00	.00	.00	.00
95-85-986	CONTRA - OTHER FUNDING SOURCE	.00	310,450.04	.00	.00	.00	.00
95-85-991	CHANGE IN ACCRUED VACATION	11,032.63-	4,632.18	1,997.11	.00	.00	.00
95-85-992	CHANGE IN A/R PROPERTY TAXES	5,293.14	60.83-	134.06	.00	.00	.00
95-85-995	CHANGE IN NET PENSION	47,488.00	91,139.00-	243,994.00-	.00	.00	.00
95-85-998	CHANGE IN ACCRUED INTEREST	85.00-	3,967.70	777.89-	.00	.00	.00
	Total EXPENDITURES:	101,336.49-	162,363.83-	434,285.87-	.00	.00	.00
	Total Expenditure:	101,336.49-	162,363.83-	434,285.87-	.00	.00	.00
	GENERAL LONG-TERM DEBT Revenue Total:	.00	.00	.00	.00	.00	.00
	GENERAL LONG-TERM DEBT Expenditure Total:	101,336.49-	162,363.83-	434,285.87-	.00	.00	.00
	Net Total GENERAL LONG-TERM DEBT:	101,336.49	162,363.83	434,285.87	.00	.00	.00
	Net Grand Totals:	1,533,234.70-	800,909.15-	182,093.80	372,667.55	755,873.36-	145,025.00

Report Criteria:
- Accounts to include: With balances
- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks