

AGENDA

Francis City Council Meeting
Thursday, October 12th, 2023, 6:00 p.m.
2319 So. Spring Hollow Rd. Francis, Utah

The meeting will be streamed via Francis City YouTube channel
<https://www.youtube.com/channel/UC-9wahpEELShvGQZShXGIXg> You
can also comment by email to comments@francisutah.org

1. Welcome, Call to Order and Pledge of Allegiance
2. Consent Agenda---Approval of Invoice Register dated October 11th, 2023, and Approval of Minutes from September 12th, 2023.
3. Public Comment
Comments will be taken on any item not scheduled for a public hearing, as well as on any other City business. Comments are limited to two minutes per speaker. The Council cannot act on items not listed on the agenda, and therefore, the Council may or may not respond to non-agenda issues brought up under Public Comment. Those wishing to comment should state their full name and address, whom they represent and the subject matter to be addressed. No person shall interrupt legislative proceedings. The total time allocated to public comments will be no more than 10 minutes.
4. Public Hearings—Landscaping & Water Conservation Code Text Amendment
5. Discussion, Updates and Approval on Potential Action Items
 - A. Wreaths Across America/Ennis Gibbs
 - B. David Lindquist Water/Sewer Service
 - C. Moderate Income Housing
 - D. Cancel Elections by Resolution No. 2023-07
 - E. Resolution No. EMS Interlocal Agreement 2023-08
 - F. Municipal Wastewater Plan
6. Council Business
 - A. Council Reports
 - B. Planner Reports
 - C. Engineer Reports
 - D. Mayor Reports
7. (As Needed) Closed Executive Session to Discuss Pending or Reasonably Imminent Litigation, Purchase, Exchange, or Lease of Property and/or the Character, Professional Competence or Physical or Mental Health of an Individual.
8. Adjournment

I certify that this notice has been posted in three (3) public places and on the Utah State Public Notice Website. Attested by Suzanne Gillett City Recorder. In Compliance with the American Disabilities Act, individuals needing special accommodations during this hearing should notify Suzanne Gillett at (435) 7836236 at least three days prior to the hearing.



Staff Report

To: Francis City Council
From: Katie Henneuse
Report Date: September 26, 2023
Meeting Date: October 12, 2023
Title: Water Conservation and Landscaping
Type of Item: Code Text Amendment

Executive Summary:

The City has imposed restrictions on the use of water for several years due to drought conditions and water supply concerns. There is an increase in the supply of City water due to record snowfall in the winter of 2022-2023 along with continued precipitation and a new City well. Instead of lifting the water restrictions, the Mayor would like to continue to encourage residents to conserve water permanently. The proposed code text amendment sets the temporary regulations as permanent water conservation regulations and still allows the City Council to impose additional restrictions if necessary.

The initial amendment was proposed to the Planning Commission in June 2023, but was tabled until September 2023 to allow Staff additional time to incorporate updated landscaping water efficiency standards from the State of Utah (see attached letter and proposed code). The required updates have been incorporated into this amendment.

Planning Commission Recommendation:

The Planning Commission is forwarding this item to the City Council with a unanimous positive recommendation.

Staff Recommendation:

Discuss the proposed amendment and if agreeable to the City Council, approve.

Community Review:

A public hearing is required for this item. Adequate notice of the public hearing was given.

Exhibit A – Ordinance 2023-06
Water Conservation and Landscaping Code Text Amendment

13.05.100 ~~Restrictions on use of water.~~ Water conservation regulations.

1. The following conservation regulations are ~~options that the City may impose at any time for imposed by the City for~~ persons using municipal water for outside watering:
 - a. No watering to be done between 10:00 a.m. and 6:00 p.m.
 - b. No watering on Sunday.
 - c. Watering may be done only on alternate dates as follows:
 - i. Even-numbered houses on Monday, Wednesday, Friday.
 - ii. Odd-numbered houses on Tuesday, Thursday, Saturday.
- ~~2. The particular options imposed for water conservation, if any, may be determined, implemented and announced by the Mayor at any time, effective immediately, but shall be ratified, amended or lifted by the City Council at its next regularly scheduled meeting thereafter. Any restrictions imposed shall remain in place until lifted by action of the City Council.~~
- ~~3.2. Violations will be punished as follows: For a first offense, a warning notice will be issued. For a second offense within a one-year period, a fine of \$25.00 will be imposed. For each subsequent offense within the same one-year period, a fine of \$250.00 will be imposed. Any restrictions imposed shall remain in place until lifted by action of the Francis City Council.~~
- ~~4.3. Exceptions to the regulations of this chapter are as follows:~~
 - a. New lawns or sod that require frequent irrigation for establishment purposes within 90 days of planting;
 - b. Short cycles required for testing, inspecting and maintaining irrigation systems; and
 - c. Other exceptions in individual cases as determined by the Mayor and ratified by vote of the City Council.
4. Additional regulations may be determined, implemented, and announced by the Mayor at any time, effective immediately, but shall be ratified, amended, or lifted by the City Council at its next regularly scheduled meeting thereafter. Any restrictions imposed shall remain in place until lifted by action of the City Council.

Add to 18.10.020 "L" Definitions

"Lawn" means ground that is covered with grass or turf that is regularly mowed.

Add to 18.10.160 "P" Definitions

"Park Strip" means a typically narrow landscaped area located between the back-of-curb and sidewalk.

Add to 18.10.200 "T" Definitions

"Total Landscaped Area" means improved areas of the property that incorporate all the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

18.15.170 Landscaping.

All property located in front of the residential structure and the front setback, except driveways, parking areas, walkways, utility areas, improved decks, patios, and porches, shall be maintained with suitable landscaping of plants, shrubs, trees, grass or other landscaping materials.

The following water conservation outdoor landscaping standards apply to residential front and side yards and to developer/contractor installed residential area landscaping:

1. Lawn shall not be less than 8 feet wide at its narrowest point.
2. Lawn shall not exceed 50% of the Total Landscaped Area.
3. Small residential lots, which have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide Lawn area requirement, are exempt from the 8 feet minimum lawn area requirement and maximum of 50% lawn requirement.
4. Lawn shall not be installed in Park Strips, paths, or on slopes greater than 25% or 4:1 grade.
5. In multi-family development common area landscapes, Lawn areas shall not exceed 20% of the Total Landscaped Area, outside of areas of the landscape dedicated to active play where Lawn may be used as the playing surface (ex. sports fields and play areas).

18.45.110 Landscaping.

Landscaping guidelines are established to maintain the site qualities that exist in the C-1 zone area and minimize alteration, removal, or degradation of landscaping that currently exists in the area.

1. No plans for any building, structure or other improvements shall be approved by the Planning Commission unless there shall also have been submitted separate landscape plans satisfactory to the Planning Commission.
2. All submitted landscape plans shall be designed to encourage water conservation as a primary consideration. Lawn shall not be installed in Park Strips, paths, or on slopes greater than 25% or 4:1 grade. Lawn areas shall not exceed 20% of the Total Landscaped Area, outside of areas of the landscape dedicated to active play where Lawn may be used as the playing surface (ex. sports fields and play areas).
3. Landscaping in accordance with the plans submitted must be installed within 30 days following the occupancy of the site or as otherwise approved by the Planning Commission as seasonal conditions may dictate.
4. The land area not occupied by buildings, structures, hard surfacing, vehicular driveways or pedestrian walkways shall be kept in a weed-free condition or landscaped, as approved by the Planning Commission.
5. The developer shall bond for such landscape improvements to ensure that installations are completed as submitted and approved. Performance assurance requirements for landscape improvements shall be the same as required by the City for street improvements.
6. Plant Materials.
 - a. Sixty percent medium trees and shrubs in a combination with deciduous trees with a caliper from two to three inches and evergreen trees with a height from five to eight feet.
 - b. Forty percent small trees and shrubs in a combination with deciduous trees with a caliper of one and one-half to two inches and evergreen trees with a height of four feet.
 - d. Where possible, a 50/50 mix of deciduous and evergreen tree species shall be used for on-site landscaping.
 - e. Street trees with a minimum two-inch caliper shall be installed along all public rights-of-way by the developer of the property. The species, type, location, and spacing of trees shall be as shown on the approved landscape plan.
7. Installation. It shall be the responsibility of the developer to grade, place topsoil, seed, sod, install sprinkler irrigation systems, and properly plant trees, shrubs, and other approved plant materials.

8. Maintenance. It shall be the responsibility of the developer to properly maintain landscaped areas including watering, mowing, pruning, fertilizing, and the removal and replacement of dead plant materials in a timely manner. Pruning trees for exposure is prohibited.
9. Vegetation Removal. Removed vegetation shall be replaced with equal or better quality plant materials. Trees that are necessarily removed shall be replaced with trees with comparable total caliper. Street trees that are necessarily removed shall be replaced with comparable individual caliper as approved by the Planning Division.

When utility connections or other disturbances are made to existing landscaped areas the existing landscaping must be replaced to its previous condition. Other modification of landscaped areas shall require approval by the City Planner.

18.50.090 Landscaping.

Unpaved front and side yard areas of lots in the P-F zone shall be landscaped using water-wise landscaping where appropriate. No landscape materials shall exceed three feet in height in a clear vision zone. In addition to any required front or side yard landscaping, at least two percent of each lot or parcel in the P-F zone shall be landscaped with berms, trees, shrubs, ground cover or other landscape elements. All landscaping in the P-F zone shall be installed and properly maintained according to an approved landscape plan.

All submitted landscape plans shall be designed to encourage water conservation as a primary consideration. Lawn shall not be installed in Park Strips, paths, or on slopes greater than 25% or 4:1 grade. Lawn areas shall not exceed 20% of the Total Landscaped Area, outside of areas of the landscape dedicated to active play where Lawn may be used as the playing surface (ex. sports fields and play areas).

18.55.130 Landscaping.

Landscaping guidelines are established to maintain the site qualities that exist in the LI-1 zone area and minimize alteration, removal, or degradation of landscaping that currently exists in the area.

1. No plans for any building, structure or other improvements shall be approved by the Planning Commission unless there shall also have been submitted separate landscape plans satisfactory to the Planning Commission.
2. All submitted landscape plans shall be designed to encourage water conservation as a primary consideration. Lawn shall not be installed in Park Strips, paths, or on slopes greater than 25% or 4:1 grade. Lawn areas shall not exceed 20% of the Total Landscaped Area, outside of areas of the landscape dedicated to active play where Lawn may be used as the playing surface (ex. sports fields and play areas).

3. Landscaping in accordance with the plans submitted must be installed within 30 days following the occupancy of the site or as otherwise approved by the Planning Commission as seasonal conditions may dictate.
4. The land area not occupied by buildings, structures, hard surfacing, vehicular driveways or pedestrian walkways shall be kept in a weed-free condition or landscaped, as approved by the Planning Commission.
5. The developer shall bond for such landscape improvements to ensure that installations are completed as submitted and approved. Performance assurance requirements for landscape improvements shall be the same as required by the City for street improvements.
6. Plant Materials.
 - a. Sixty percent medium trees and shrubs in a combination with deciduous trees with a caliper from two to three inches and evergreen trees with a height from five to eight feet.
 - b. Forty percent small trees and shrubs in a combination with deciduous trees with a caliper of one and one-half to two inches and evergreen trees with a height of four feet.
 - c. Where possible, a 50/50 mix of deciduous and evergreen tree species shall be used for on-site landscaping.
 - d. Street trees with a minimum two-inch caliper shall be installed along all public rights-of-way by the developer of the property. The species, type, location, and spacing of trees shall be as shown on the approved landscape plan.
7. Installation. It shall be the responsibility of the developer to grade, place topsoil, seed, sod, install sprinkler irrigation systems, and properly plant trees, shrubs, and other approved plant materials.
8. Maintenance. It shall be the responsibility of the developer to properly maintain landscaped areas including watering, mowing, pruning, fertilizing, and the removal and replacement of dead plant materials in a timely manner. Pruning trees for exposure is prohibited.
9. Vegetation Removal. Removed vegetation shall be replaced with equal or better quality plant materials. Trees that are necessarily removed shall be replaced with trees with comparable total caliper. Street trees that are necessarily removed shall be replaced with comparable individual caliper as approved by the planning division.

When utility connections or other disturbances are made to existing landscaped areas the existing landscaping must be replaced to its previous condition. Other modification of landscaped areas shall require approval by the City Planner.

Katie Henneuse

From: Savannah Peterson <savannah@cuwcd.gov>
Sent: Wednesday, August 2, 2023 4:53 PM
To: Jeremie Forman; Sam Hunter; Shana Fryer; Clayton Querry; Clint Summers; Katie Henneuse
Subject: Central Utah Water Conservancy District: Water Efficiency Standards
Attachments: RURAL Water Efficiency Standards (R).pdf; RURAL Water Efficiency Standards Notice.pdf

Hello,

This email is to notify your city of the water efficiency standards that need to be adopted into municipal codes by January 1st, 2024 for continued eligibility for your city and residents in the water-wise landscaping incentive programs offered by Central Utah Water Conservancy District and the Division of Water Resources. Outside of the programs currently available, further State and District funding related to water conservation and new allocations of water may be contingent upon adoption of these standards. The two attachments to this email are the water efficiency standards and an official notice that will provide additional background information on the programs and their benefits. To emphasize a section of the notice, only the language in section 4 of the water efficiency standards is required for continued eligibility for the programs and funding. If you or any of your city's policy makers have questions regarding these standards or our rebate programs, I am available by phone or email to help. We would also be happy to schedule a meeting to discuss them further at your convenience. We look forward to working with you.

Sincerely,

Savannah Peterson

Water Conservation Programs Manager
CENTRAL UTAH WATER CONSERVANCY DISTRICT
(801) 226-7151 office | savannah@cuwcd.gov
1426 E. 750 N. Suite 400 | Orem, UT 84097





CENTRAL UTAH WATER CONSERVANCY DISTRICT

May 3, 2023

Updated Water Efficiency Standards

1. Purpose

The purpose of these Water Efficiency Standards is to conserve the public's water resources by establishing water conservation standards for indoor plumbing fixtures and outdoor landscaping.

2. Applicability

- A. The following standards shall at a minimum be required for all new developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. These standards shall apply to existing ordinances related to city required landscaping.
 - i. If only front and side yards are required to be landscaped to receive a certificate of occupancy, these standards only apply to the front and side yards. If the backyard is required to be landscaped for certificate of occupancy, the standards would apply to the backyard as well.
- B. These outdoor standards are not intended to conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may conflict with Utah law, such conflicting requirements shall not apply.

3. Outdoor Landscaping Standards

All new landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family and single-family residential projects within the front and side yards shall comply with the landscaping standards below:

Definitions

- A. Activity Zones: Portions of the landscape designed for recreation or function, such as storage areas, fire pits, vegetable gardens, and playgrounds.
- B. Active Recreation Areas: Areas of the landscape dedicated to active play where lawn may be used as the playing surface (ex. sports fields and play areas).
- C. Central Open Shape: An unobstructed area that functions as the focal point of Localscapes and is designed in a shape that is geometric in nature.
- D. Gathering Areas: Portions of the landscape that are dedicated to congregating, such as patios, gazebos, decks, and other seating areas.
- E. Hardscape: Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
- F. Lawn: Ground that is covered with grass or turf that is regularly mowed.



CENTRAL UTAH WATER CONSERVANCY DISTRICT

- G. Locascapes®: A landscaping approach designed to create locally adapted and sustainable landscapes through a basic 5-step approach (central open shape, gathering areas, activity zones, connecting pathways, and planting beds).
- H. Mulch: Any material such as rock, bark, compost, wood chips or other materials left loose and applied to the soil.
- I. Park Strip: A typically narrow landscaped area located between the back-of-curb and sidewalk.
- J. Paths: Designed routes between landscape areas and features.
- K. Planting Bed: Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
- L. Total Landscaped Area: Improved areas of the property that incorporate all the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

4. Landscaping Requirements

- A. Lawn shall not be less than 8 feet wide at its narrowest point.
- B. Lawn shall not exceed 50% of the total landscaped area. * Total Landscaped Area: Improved areas of the property that incorporate all the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.
 - i. Small residential lots, which have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement, are exempt from the 8 feet minimum width lawn area requirement and maximum of 35% lawn requirement.
- C. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
- D. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.



CENTRAL UTAH WATER CONSERVANCY DISTRICT

5. Landscaping Recommendations

- A. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.
- B. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and planting beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
- C. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.
- D. At least 3-4 inches of mulch, permeable to air and water, shall be used in planting beds to control weeds and improve the appearance of the landscaping.
- E. At maturity, landscapes are recommended to have enough plant material (perennials and shrubs) to create at least 50% living plant cover at maturity at the ground plane, not including tree canopies.

6. Landscaping Design Considerations

- A. If size permits, the landscaped areas of the front yard and back yard shall include a designed central open shape created by using lawn, hardscape, groundcover, gravel, or mulch.
- B. Gathering areas shall be constructed of hardscape and placed outside of the central open shape. In a landscape without lawn, gathering areas may function as the central open shape.
- C. Activity zones shall be located outside of the central open shape and shall be surfaced with materials other than lawn.
- D. Paths shall be made with materials that do not include lawn, such as hardscape, mulch, or other groundcover.

7. Additional Recommendations

- A. It is recommended and encouraged, but not mandated, that all new and future construction and future additions, remodels, or refurbishments install plumbing fixtures that have the WaterSense label, including: lavatory faucets, shower heads, sink faucets, water closets (tank and flushometer-valve toilets), and urinals, to the extent Utah law allows municipalities or local districts to require these fixtures.



Resolution No. 2023-07

**A RESOLUTION MADE BY THE FRANCIS CITY COUNCIL CANCELLING THE
FRANCIS CITY 2023 ELECTIONS FOR THE MAYOR AND TWO CITY COUNCIL
MEMBERS**

WHEREAS, pursuant to Utah code Section 20A-1-206, Francis City desires to cancel the November 21st, 2023, Municipal General Election and certifies that the number of candidates does not exceed the number of open at-large municipal offices; and

WHEREAS, Francis City currently has two at large four-year seats for City Council, with two total applicants Sam Hunter and write in candidate Clint Summers and one two-year Mayor seat with one total applicant Jeremie Forman and;

WHEREAS, Francis City has no municipal ballot propositions, and:

NOW THEREFORE, be it hereby resolved by the City Council of Francis City, Utah as follows:

The November 21st, 2023, Municipal General Election is hereby cancelled. The Francis City Council certifies that there are two candidates for the two four-year Councilmember seats. Sam Hunter and Clint Summers are considered to be elected to the four-year seats. The Francis City Council also certifies that there is one candidate for the two-year Mayor seat. Jeremie Forman is considered to be elected to the two-year seat.

This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Francis Council this 12th, day of October 2023.

AYE

NAY

Mayor Forman
Councilmember Fryer
Councilmember Hunter
Councilmember Querry
Councilmember Summers

FRANCIS CITY

ATTEST

Mayor Jeremie Forman

City Recorder Suzanne Gillett

FRANCIS, UTAH

RESOLUTION NO. 2023-08

**A RESOLUTION OF THE FRANCIS CITY COUNCIL FORMALIZING
THE APPROVAL OF THE INTERLOCAL COOPERATION
AGREEMENT FOR BASIC 911 SERVICE**

WHEREAS, Francis City is in need of emergency medical services for the benefit and safety of its citizens; and

WHEREAS, Summit County previously established fire districts within its geographical boundaries; and

WHEREAS, the South Summit Fire Protection District is one of the established districts and provides emergency medical services to the geographical area within which Francis City lies; and

WHEREAS, Francis City desires to contract with the County and the District for emergency medical services as outlined in the attached Interlocal Cooperation Agreement; and

WHEREAS, Francis City held a public meeting on September 25, 2023, and voted to approve said Agreement and authorized the Mayor to sign on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Approval.** That certain agreement, attached hereto as Exhibit A and incorporated herein by reference, was approved by the City Council of the City of Francis. The Mayor was authorized to sign and execute it on behalf of the City.

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

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS ____ DAY OF OCTOBER 2023.

FRANCIS CITY

ATTEST:

Suzanne Gillett
City Recorder

By: _____
Jeremie Forman
Mayor

Exhibit "A"

INTERLOCAL COOPERATION AGREEMENT
FOR BASIC 911 SERVICE

This Interlocal Cooperation Agreement ("Agreement") is entered into this 28th day of September, 2023 with an effective date of January 1, 2024 (the "Effective Date"), by and among **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, "County"), the **SOUTH SUMMIT FIRE PROTECTION DISTRICT**, a fire protection district of the State of Utah (hereinafter, "District"), **KAMAS CITY**, a municipality of the State of Utah (hereinafter, "Kamas City"), **OAKLEY CITY**, a municipality of the State of Utah (hereinafter, "Oakley City") and **FRANCIS CITY**, a municipality of the State of Utah (hereinafter, "Francis City"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, *Emergency Medical Services* ("EMS") is defined under the Emergency Medical Services Act, Utah Code §53-2d-101(16) and (17), to mean medical services (including licensed emergency medical service personnel), transportation services (including licensed ground ambulance providers), and/or behavioral emergency services; and,

WHEREAS, emergency medical service personnel are licensed by the State of Utah, and are designated as follows: (a) *Paramedic*, (b) advanced emergency medical services technician ("AEMT"), (c) emergency medical services technician ("EMT"), and (d) emergency medical responder ("EMR") (Utah Code §53-2d-402(1); Utah Admin. Rule, R-426); and,

WHEREAS, ground ambulance providers are also licensed by the State of Utah (Utah Code §53-2d-504 and 505), and operate within exclusive service areas (Utah Code §53-2d-501 and 502), as approved by the appropriate political subdivision (Utah Code §53-2d-505.1); and,

WHEREAS, pursuant to Utah Code §11-48-101.5(1)(a), *911 Ambulance Service* is defined as a ground ambulance service rendered in response to a 911 call received by a designated dispatch center that receives 911 or E911 calls; and,

WHEREAS, the County has established three (3) fire districts to provide fire protection services (as defined in Utah Code §17D-1-201(9)), within their respective geographical boundaries; and,

WHEREAS, the District is one of those fire districts; and,

WHEREAS, the County has historically held the ground ambulance provider license within Summit County (the "Current State Transport License") and owns twelve (12) licensed ambulances (the "County Fleet"); and,

WHEREAS, the County operates the 911 dispatch center for Summit County ("County Dispatch"); and,

WHEREAS, by interlocal agreement with the County, the Park City Fire Service District has historically been the primary provider of EMS, including 911 Ambulance Service, within Summit County and for all the geographic area encompassed by all three fire districts (the "PCF EMS ILA", and together with the Current State Transport License, County Fleet, and County Dispatch, the "Summit County EMS"); and,

WHEREAS, pursuant to Utah Code §11-48-103, each municipality and county (with respect to its unincorporated areas), is required to ensure that a minimum level of 911 Ambulance Service is provided within their respective jurisdictions; and,

WHEREAS, the County desires to satisfy Utah Code §11-48-103 for itself and all of its municipalities by utilizing its general fund to pay the costs associated with providing a basic level of 911 Ambulance Service throughout Summit County (the "Basic 911 Service") (defined below); and,

WHEREAS, to that end and in accordance with Utah Code §11-48-103(2)(b), the County desires to contract with each of its fire districts to fund the provision of Basic 911 Service within their respective geographical boundaries; and,

WHEREAS, the Parties hereto are willing to enter into this Agreement wherein the County agrees to pay the District and the District agrees to provide Basic 911 Service within its geographical boundaries; and,

WHEREAS, due to structural reorganizations within the District, the District recognizes that it will need to contract with another Fire District on a temporary basis to provide Basic 911 Service within its geographical boundaries (the "Temporary Contract"); and,

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(d), *Utah Code 1953, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Definitions.

1.1 "911 Ambulance Service" has the meaning set forth in Utah Code §11-48-101.5(1)(a) or successor law.

1.2 "Annual Basic Fee" has the meaning set forth in ¶2.2.1.

1.3 "Basic 911 Service" means that level of service sufficient to qualify as the minimum level of 911 Ambulance Service under law, which service is defined herein as that twenty-four (24) hours-a-day, seven (7) days-per-week service necessary to accommodate one fully licensed and stocked ambulance with a staff of two (2) licensed AEMTs who are authorized to operate within the geographical boundaries of a fire district. Operation of the Basic 911 Service shall be in accordance with Utah Admin. Rule, R-426-4.

1.4 "Collections" has the meaning set forth in ¶ 2.1.5.

1.5 "Consumer Price Index" or "CPI" means the Mountain Region Consumer Price Index, as determined by the Bureau of Labor Statistics, during the immediately preceding 3-year period.

1.6 "County Dispatch" means the 911 dispatch center operated by the Summit County Sheriff, which qualifies as an *Emergency Medical Service Dispatch Center* under Utah Admin. Rule, R-426-1-200(15).

1.7 "County Fleet" means the twelve (12) licensed ambulances which are owned by Summit County as of the Effective Date.

1.8 "Current State Transport License" means the current ground ambulance provider license issued by the State of Utah to Summit County and Park City Fire Service District with an exclusive service area of Summit County.

1.9 "EMS" means *Emergency Medical Services*, as defined under the Emergency Medical Services Act, Utah Code §53-2d-101(16) and (17).

1.10 "AEMT" means a fully licensed advanced emergency medical services technician, as defined in Utah Admin. Rule, R-426-1-200(1), and licensed under Utah Admin. Rule, R-426-3-3 and R-426-5.

1.11 "Enhanced 911 Service" means additional EMS or 911 Ambulance Service over and above the Basic 911 Service provided by the District.

1.12 "Fire District(s)" means the Park City Fire Service District, the North Summit Fire Service District, the South Summit Fire Protection District, or any other special service district which provides fire protection services under Utah Code §17D-1-201(9) or successor law.

1.13 "*Ground Ambulance License*" means the state issued license described in Utah Code §53-2d-504 and 505, and Utah Admin. Rule, R-426-3-3, which has an exclusive service area co-terminus with the boundaries of a Fire District.

1.14 "*Mutual Aid Agreement*" means an agreement between the County and all of its fire districts to provide emergency assistance in the form of personnel, equipment, and supplies when requested to do so by a fire district or the County in accordance with Utah Admin. Rule, R-426-3-8. A copy of the Mutual Aid Agreement will be provided to the Utah State Department of Health and County Dispatch.

1.15 "*Paramedic*" means a fully licensed paramedic, as defined in Utah Admin. Rule, R-426-1-200(41), and licensed under Utah Admin. Rule, R-426-3-3 and R-426-5.

1.16 "*Paramedic Rescue Service*" means the deployment of licensed Paramedics to an *Emergency Medical Incident*, as set forth in Utah Admin. Rule, R-426-1-200(21), within Summit County, in accordance with Utah Admin. Rule, R-426-1-200(43).

1.17 "*South Summit Fleet*" has the meaning set forth in ¶2.2.2.

1.18 "*PCF EMS ILA*" means all previous interlocal agreements between the County and the Park City Fire Service District for the provision of 911 Ambulance Service within Summit County.

1.19 "*Summit County EMS*" means the historical system for providing 911 Ambulance Service within Summit County; consisting of the PCF EMS ILA, Current State Transport License; County Fleet, and County Dispatch.

1.20 "*Temporary Contract*" means that contract between the District and a Fire District or other qualified service provider to provide Basic 911 Service within the District's boundaries on a temporary basis. This Temporary Contract shall include the use of the District's facilities to house ambulances and AEMTs.

1.21 "*Term*" has the meaning set forth in ¶10.

2. Basic 911 Service.

2.1 District Responsibilities.

2.1.1 District agrees to provide Basic 911 Service within its geographical boundaries for the Term of this Agreement.

2.1.2 District agrees to obtain and retain a Ground Ambulance License (State Transport License) for the geographical boundaries of the District for the Term of this Agreement. In the event that the District enters into a Temporary Contract, the District shall co-hold the license with the

contracting Fire District or other qualified service provider.

2.1.3 District agrees to train and maintain at least enough licensed AEMTs to provide the Basic 911 Service, including ensuring that adequate *Continuing Medical Education*, as set forth in Utah Admin. Rule, R-426, is provided.

2.1.4 District agrees to enter into an appropriate form of Mutual Aid Agreement among the County and its fire districts so as to ensure overlapping 911 Ambulance Service coverage between fire districts throughout Summit County.

2.1.5 District agrees to be responsible for the billing and collections function for 911 Ambulance Service, including Paramedic Rescue Service, rendered and provided by District inside its geographic boundaries ("*Collections*").

2.2 County Responsibilities.

2.2.1 County agrees to pay the District on an annual basis, and for the Term of this Agreement, One Million Dollars (\$1,000,000.00) for the Basic 911 Service, payable after the Effective Date on February 1st of each succeeding year (the "*Annual Basic Fee*"). Every three (3) years after the Effective Date, the Annual Basic Fee shall be increased by the cumulative CPI.

2.2.2 Within one hundred and twenty (120) days after the Effective Date, unless otherwise agreed to by the Parties, the County agrees to donate and transfer to the District the ownership of two (2) fully loaded ambulances from the County Fleet (the "*South Summit Fleet*"), as follows:

Park City Unit #	VIN #	Summit County Asset Number
531	3C7WRLFL5HG728183	61-4151-041
500	1GNFK16244J100755	
523	3D6WH46L19G543338	61-45151-011

2.2.3 County agrees to make County Dispatch available to the District for its dispatching needs without charge, and the District agrees to exclusively use County Dispatch for its dispatching needs.

2.2.4 County agrees to provide Paramedic Rescue Service within Summit County and in and for the District for the Term of this Agreement through an interlocal cooperative agreement with Park City Fire Service District.

2.2.5 County agrees to work cooperatively with the District on acceptable specifications for a new ambulance (the "*Ambulance*"), conduct a standard

procurement process for the Ambulance, purchase the Ambulance consistent with those specifications, and transfer to the District the Ambulance during the 2025 budget year or as soon thereafter as practical, given the status of the supply chain for new ambulances.

2.2.6 County agrees to allow the District to temporarily store, without cost, a fire apparatus (brush truck) at its facility located at Parcel No. KT-277-X, Kamas, Utah 84036, for the term of the Temporary Contract.

3. **Enhanced 911 Service.** District may, at its sole and absolute discretion, provide Enhanced 911 Service to its geographical boundaries and fund it from the District's funding sources. The County shall have no responsibility to contribute funds to the District's Enhanced 911 Service; except that the County has separately entered into an agreement for the Park City Fire Service District to provide Paramedic Rescue Service countywide, with the County funding said service.

4. **Representations and Warranties of the Parties.** As an inducement to the Parties to enter into this Agreement, the Parties hereby represent and warrant as follows:

4.1 Representations and warranties of the County. County hereby represents and warrants as follows:

4.1.1 Authority of County. County has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by County of this Agreement, the performance by County of its obligations hereunder and the consummation by County of the transactions contemplated hereby have been duly authorized by all requisite legal action. This Agreement has been, and upon its execution will have been, duly executed and delivered by County; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of County enforceable against County in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

4.1.2 No Conflicts; Consents. The execution, delivery and performance by County of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of County; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to County; and (c) result in any breach of, constitute a default

(or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument, or result in the creation of any encumbrance on any of the County Fleet pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which County is a party or by which County or the County Fleet may be bound or affected.

4.1.3 No Liabilities. To County's knowledge, County has no liabilities of any nature arising out of, the operation of Summit County EMS, whether accrued, absolute, contingent or otherwise, whether known or unknown.

4.1.4 Good and Marketable Title to be Conveyed. County owns good and marketable title to the County Fleet, free and clear of any encumbrance, title imperfection or restriction of any kind whatsoever (whether accrued, absolute, contingent, or otherwise). The delivery to the District of the South Summit Fleet will transfer to the District good and marketable title to all ambulances within the South Summit Fleet, free and clear of any encumbrance. County makes no representation or warranty regarding the condition or suitability of the South Summit Fleet and the District accepts the South Summit Fleet in their *as-is* condition.

4.1.5 No Pending Actions. There are no actions pending or, to County's knowledge, threatened in connection with the South Summit Fleet or County's ownership or operation thereof, nor is there any basis for any such action, that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement. There are no actions by County pending, or which County has commenced preparations to initiate, against any other person in connection with the South Summit Fleet. There are no outstanding and unsatisfied, or to County's knowledge, threatened, orders, writs, judgments, injunctions, penalties or awards against, relating to or affecting the South Summit Fleet, County's ownership or operation thereof or the transactions contemplated by this Agreement.

4.2 Representations and Warranties of the District. The District hereby represents and warrants as follows:

4.2.1 Powers of the District. The District has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the District of this Agreement, the performance by the District of its obligations hereunder and the consummation by the District of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the District; and,

assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

4.2.2 No Conflicts; Consents. The execution, delivery and performance by the District of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the District; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the District; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the District is a party or by which the District may be bound or affected.

4.2.3 No Pending Actions. There are no actions pending or, to the District's knowledge, threatened that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement.

4.3 Survival. All representations of County and the District in this Agreement shall survive the Term and shall remain in full force and effect, until the expiration of the statute of limitations following the date all performance thereunder was due to be performed.

5. **Liabilities and Indemnification.**

5.1 Indemnity by County. County will indemnify, reimburse, defend and hold harmless the District and its officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively "Losses"), resulting from, arising out of, relating to, or incurred by reason of: (a) any breach of any representation, warranty, covenant, or agreement by County contained in this Agreement or any agreement, instrument, or document executed and delivered by County pursuant hereto; (b) any action taken by any taxing authority in relation to the classification and taxation of the South Summit Fleet for tax purposes as a result of this Agreement; and (c) the operation of the Summit County EMS prior to the Effective Date.

5.2 Indemnity by the District. The District will indemnify, reimburse, defend, and hold harmless County and its officers and directors, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to any breach of any representation, warranty, covenant, or agreement by the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto.

6. **Waiver of Jury Trial.** To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the transactions contemplated hereby, or the actions of such Party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.

7. **Governmental Immunity Act.** Because both Parties are governmental entities under the *Governmental Immunity Act of Utah*, Utah Code §63G-7-101, *et. seq.*, as amended, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither Party waives any defense available to it under the *Governmental Immunity Act of Utah*.

8. **Survivability.** With the exception of ¶2.2.2, which will be completed within one hundred and twenty (120) days of the Effective Date; the representations and warranties contained in ¶4, which have a separate survival clause; and the waiver of Jury trial in ¶6, all other provisions of this Agreement shall remain in full force and effect for the Term of this Agreement.

9. **Relief of Obligation.** This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law (Utah Code §11-13-208).

10. **Term.** This Agreement shall be in effect for a period of twenty (20) years from the Effective Date (Utah Code §11-13-216) unless otherwise amended or terminated by the District and the County by mutual written agreement.

11. **Consent of Kamas City, Oakley City and Francis City.** Pursuant to Utah Code §11-48-103, Kamas City, Oakley City, and Francis City hereby agree that Basic 911 Service, as set forth herein, satisfies the statutory requirements of a minimum level of 911 Ambulance Service within their respective municipal boundaries, and Kamas City, Oakley City, and Francis City consent to the County's use of General Fund revenues to provide Basic 911 Service as a countywide service. Kamas City, Oakley City, and Francis City further agree that this Agreement satisfies all obligations under Utah Code Title 11, Chapter 48 for their provision of a minimum level of 911 Ambulance Service within their respective cities, and waive any right to contest the Ground Ambulance License of any of the Fire Districts.

12. Miscellaneous Provisions.

12.1 Assignment. The District may assign its rights and obligations under this Agreement to another Fire District or to another qualified service provider; so long as the District obtains the advanced written consent of the County, which consent shall not be unreasonably withheld. Such assignment shall be in the form of a Temporary Contract.

12.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

12.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

12.4 No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12.6 Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

12.7 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

12.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

12.9 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

12.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

12.11 Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantines, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

12.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

12.13 Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "*prevailing Party*" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

12.14 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery, or (ii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: South Summit Fire Protection District
ATTN: Fire Chief
P.O. Box 1030
Kamas, Utah 84036

To: **Summit County**
ATTN: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

Either Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

12.15. Applicable Law: Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

12.16. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile, email or electronic means shall be deemed an original signed copy of this Agreement.

13. **Interlocal Cooperation Act Requirements.**

In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

13.1 This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

13.2 In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law.

13.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code §11-13-209.

13.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.

13.5 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

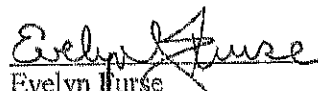
Signature Pages to Follow

Signed this 20th day of September 2023.


SUMMIT COUNTY


Roger Armstrong, Chair
Summit County Council

ATTEST:


Evelyn Hulse
County Clerk

Reviewed and found to be in proper form and compliance with applicable law:


David L. Thomas
Chief Civil Deputy

Signed this 19 day of Sept, 2023.

SOUTH SUMMIT FIRE PROTECTION
DISTRICT

By: Board of Fire Commissioners

David Ure
David Ure, Chair

Reviewed and found to be in proper form and compliance with applicable law:

District Attorney


Signed this ____ day of _____, 2023.

SOUTH SUMMIT FIRE PROTECTION
DISTRICT

By: Board of Fire Commissioners

David Ure, Chair

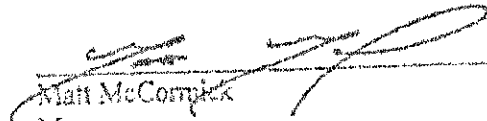
Reviewed and found to be in proper form and compliance with applicable law:




Byron L. Ames
District Attorney

Signed this 20 day of SEPT., 2023.

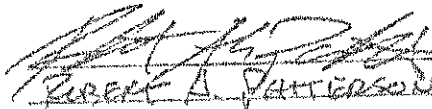
KAMAS CITY


Matt McComick
Mayor

ATTEST:

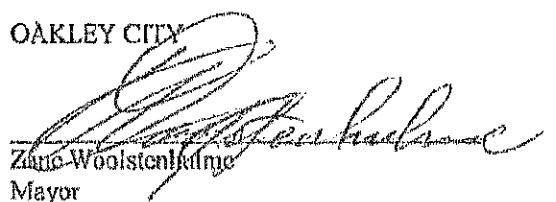

Kim Peacock
City Recorder

Reviewed and found to be in proper form and compliance with applicable law:

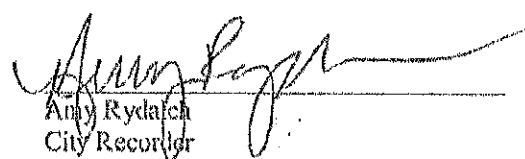

Robert A. Patterson
City Attorney

Signed this 13th day of Sept, 2023.

OAKLEY CITY

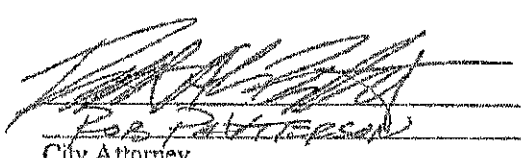

Zane Woolstenhulme
Mayor

ATTEST:


Amy Rydatch
City Recorder

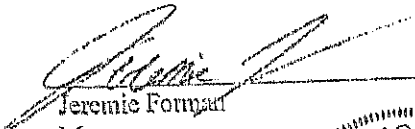


Reviewed and found to be in proper form and compliance with applicable law:

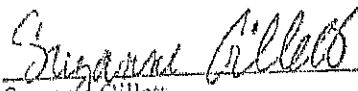

Bob Patterson
City Attorney

Signed this 25 day of September 2023.

FRANCIS CITY

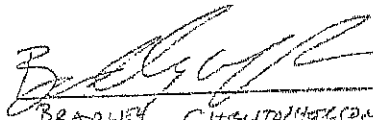

Jeremie Forman
Mayor

ATTEST:


Suzanne Gillett
City Recorder



Reviewed and found to be in proper form and compliance with applicable law:


BRADLEY CHRISTOPHER
City Attorney

*Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2022
FRANCIS CITY*

Thank you for filling out the requested information. Please let DWQ know when it is approved by the Council.
Please download a copy of your form by clicking "Download PDF" below.

Below is a summary of your responses

[Download PDF](#)

SUBMIT BY APRIL 15, 2023

Are you the person responsible for completing this report for your organization?

☒ **Yes**

☐ **No**

This is the current information recorded for your facility:

Facility Name:	FRANCIS CITY
Contact - First Name:	Luke
Contact - Last Name:	Thomas
Contact - Title	Public Works Director

Contact - Phone:	435-783-6236
Contact - Email:	lthomas@francisutah.org

Is this information above complete and correct?

☒ **Yes**

☐ No

Your wastewater system is described as Collection, Non-discharging Lagoon & Financial:

Classification: SMALL LAGOON

Grade: I

(if applicable)

Classification: -

Grade: -

Is this correct?

WARNING: If you select 'no', you will no longer have access to this form upon clicking Save & Continue. DWQ will update the information and contact you again.

☒ **Yes**

☐ No

Click on a link below to view a previous year's examples of sections in the survey:

(Your wastewater system is described as Collection, Non-discharging Lagoon & Financial)

[MWPP Collection System.pdf](#)

[MWPP Discharging Lagoon.pdf](#)

[MWPP Financial Evaluation.pdf](#)

[MWPP Mechanical Plant.pdf](#)

[MWPP Non-Discharging Lagoon.pdf](#)

Will multiple people be required to fill out this form?

☐ Yes

☒ No

Financial Evaluation Section

Form completed by:

Luke Thomas

Part I: GENERAL QUESTIONS

Yes

No

Are sewer
revenues
maintained in a
dedicated
purpose
enterprise/district
account?

☒

☐

Yes

No

Are you
collecting 95% or
more of your
anticipated
sewer revenue?

☒

☐

Are Debt Service
Reserve Fund⁶

☒

☐

requirements
being met?

☐ Yes

☐ No

What was the annual average User Charge¹⁶ for 2022?

63.00

Do you have a water and/or sewer customer assistance program * (CAP)?

☐ Yes

☒ No

Part II: OPERATING REVENUES AND RESERVES

Yes

No

Are property
taxes or other
assessments
applied to the
sewer systems¹⁵?

☐

☒

Yes

No

Are sewer
revenues¹⁴
sufficient to cover
operations &
maintenance
costs⁹, and repair
& replacement
costs¹² (OM&R)
at this time?

☒

☐

Are projected
sewer revenues

sewer revenues
sufficient to cover
OM&R costs for
the *next five*
years?

Yes
☒

No
☐

Does the sewer
system have
sufficient staff to
provide proper
OM&R?

☒

☐

Has a repair and
replacement
sinking fund¹³
been established
for the sewer
system?

☒

☐

Is the repair &
replacement
sinking fund
sufficient to meet
anticipated
needs?

☒

☐

Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

Yes

No

Are sewer
revenues
sufficient to cover
all costs of
current capital
improvements³
projects?

☒

☐

Has a Capital
Improvements
Reserve Fund⁴
been established

been established
to provide for
anticipated
capital
improvement
projects?



Are projected
Capital
Improvements
Reserve Funds
sufficient for the
next five years?



Are projected
Capital
Improvements
Reserve Funds
sufficient for the
next ten years?



Are projected
Capital
Improvements
Reserve Funds
sufficient for the
*next twenty
years?*



Part IV: FISCAL SUSTAINABILITY REVIEW

Yes

No

Have you
completed a
Rate Study¹¹
within the last
five years?



Do you charge
Impact fees⁸?



2022 Impact Fee (if not a flat fee, use average of all collected fees) =

2223.00

	Yes	No
Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?	<input checked="" type="radio"/>	<input type="radio"/>
Do you maintain a Plan of Operations ¹⁰ ?	<input checked="" type="radio"/>	<input type="radio"/>
Have you updated your Capital Facility Plan ² within the last five years?	<input checked="" type="radio"/>	<input type="radio"/>

	Yes	No
Do you use an Asset Management ¹ system for your sewer systems?	<input checked="" type="radio"/>	<input type="radio"/>

Describe the Asset Management System (check all that apply)

☐ Spreadsheet

- ☐ GIS
- ☐ Accounting Software
- ☒ **Specialized Software**
- ☐ Other

Yes

No

Do you know the total replacement cost of your sewer system capital assets?



Yes

No

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?



What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement



COST?

Yes

No

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

	Cost Please enter a valid numerical value	Purpose of Improvements		
		Replace/Restore	New Technology	Increase Capacity
2023	200000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2023 thru 2027	300000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2028 thru 2032		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2033 thru 2037		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2038 thru 2042		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

☒ Yes

Collections System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system (diameter in inches)?

10

What is the average depth of the collection system (in feet)?

10

What is the total length of sewer pipe in the system (length in miles)?

14

How many lift/pump stations are in the collection system?

3

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

200

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

☐ Yes

☒ No

What year was your collection system first constructed (approximately)?

1985

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? (If more than one, cite the oldest)

1985

PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;*
- (b) affects one or more public, commercial or industrial structure(s);*
- (c) may result in a public health risk to the general public;*
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or*
- (e) discharges to Waters of the state.*

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused

by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below, include the number of SSOs that occurred in year: 2022

Number

Number of Class

1 SSOs in

Calendar year

0

Number of Class

2 SSOs in

Calendar year

0

Please indicate what caused the SSO(s) in the previous question.

N/A

Please specify whether the SSOs were caused by contract or tributary community, etc.

N/A

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

☐ Yes

☒ No

Are new developments (industrial, commercial, or residential) anticipated

in the next 2 - 3 years that will increase flow or BOD₅ loadings to the sewerage system by 25% or more?

☐ Yes

☒ No

Number of new commercial/industrial connections in the last year

0

Number of new residential sewer connections added in the last year

36

Equivalent residential connections⁷ served

614

Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

2

Approximate population served

2,000

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Luke Thomas	SLS	lthomas@francisutah.org

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	
Collection Grade I:	
Collection Grade II:	
Collection Grade III:	
Collection Grade IV:	

List all other Collection System operators by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	
Collection Grade I:	
Collection Grade II:	
Collection Grade III:	
Collection Grade IV:	
No Current Collection Certification:	Dillon Staples

Is/are your collection DRC operator(s) currently certified at the appropriate

grade for this facility?

☒ Yes

☐ No

Part V: FACILITY MAINTENANCE

Yes

No

Have you
implemented a
preventative
maintenance
program for your
collection
system?

☒

☐

Have you
updated the
collection system
operations and
maintenance
manual within
the past 5 years?

☒

☐

Do you have a
written
emergency
response plan for
sewer systems?

☒

☐

Do you have a
written safety
plan for sewer
systems?

☒

☐

Is the entire
collections
system TV
inspected at
least every 5
years?

☒

☐

	Yes	No
Is at least 85% of the collections system mapped in GIS?	<input checked="" type="radio"/>	<input type="radio"/>

Part VI: SSMP EVALUATION

	Yes	No
Has your system completed a Sewer System Management Plan (SSMP)?	<input checked="" type="radio"/>	<input type="radio"/>
Has the SSMP been adopted by the permittee's governing body at a public meeting?	<input type="radio"/>	<input checked="" type="radio"/>
Has the completed SSMP been public noticed?	<input checked="" type="radio"/>	<input type="radio"/>
During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?	<input type="radio"/>	<input checked="" type="radio"/>

Date of Public Notice

During 2022, was any part of the SSMP audited as part of the five year audit?

☐ Yes

☒ No

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

☒ Yes

☐ No

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

System is in good condition. We clean and televise our entire system every 4 years and address any issues that we find.

What sewerage system capital improvements³ does the utility need to implement in the next 10 years?

We are upgrading the Hallam Road and Foothill lift stations within the next year.

What sewerage system problems, other than plugging, have you had over the last year?

None

Is your utility currently preparing or updating its capital facilities plan²?

☐ Yes

☒ No

Does the municipality/district pay for the continuing education expenses of operators?

☒ **100% Covered**

☐ Partially cover

☐ Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

☒ **Yes**

☐ No

Any additional comments?

None

This is the end of the Collections System questions

To the best of my knowledge, the Collections System section is completed and accurate.

☒ **Yes**

Non-Discharging Lagoon Facility

Form completed by:

May Receive Continuing Education /units (CEUs)

Part I: INFLUENT INFORMATION

Please provide the average influent flow rate and average influent BOD₅ and TSS loading rates listed below for your facility.

	Average Daily Flow (MGD)	Average Daily BOD ₅ Load (lb/day)	Average Daily TSS Load (lb/day)
Design Basis or Rated Capacity	.36	600	630
2022 Average	.2		

Part II: FACILITY AGE

In what year were the following process units constructed, upgraded or renewed? Note: If a unit process does not apply to your system enter NA in the Construction or Upgrade Year and Age.

	Evaluation Year	Construction or Upgrade Year (ex. YYYY)	Age
Headworks	2022	2017	5
Lagoons (including aeration)	2022	2017	5
Disinfection	2022	2017	5
Land Application/Disposal	2022	2017	5

Part III: DISCHARGES

Answer

How many days
in the past year

was there a
bypass or
overflow of
wastewater at
the facility due to
high flows?

Answer

0

How many days
in the last year
was there a
bypass or
overflow of
wastewater at
the facility due to
equipment
failure?

0

Part IV: NEW DEVELOPMENT

Answer

Number of new
commercial/industrial
connections added in
the last year

0

Number of new
residential sewer
connections added in
the last year

36

Equivalent residential
connections⁷ served

623

Part V: OPERATOR CERTIFICATION

How many treatment operators do you employ?

Utah Administrative Rules require all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade. What is the current grade of the treatment system DRC operator(s)?

List the designated Chief Operator/DRC for the Wastewater Treatment System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Luke Thomas	SLS	lthomas@francisutah.org

List all other Wastewater Treatment System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	
Treatment Grade I:	
Treatment Grade II:	
Treatment Grade III:	
Treatment Grade IV:	

List all other Wastewater Treatment System operators by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	

Treatment Grade I:	Name
Treatment Grade II:	separate by comma
Treatment Grade III:	
Treatment Grade IV:	
No Current Treatment Certification:	Dillon Staples

Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? _____

☒ Yes

☐ No

Part VI: FACILITY MAINTENANCE

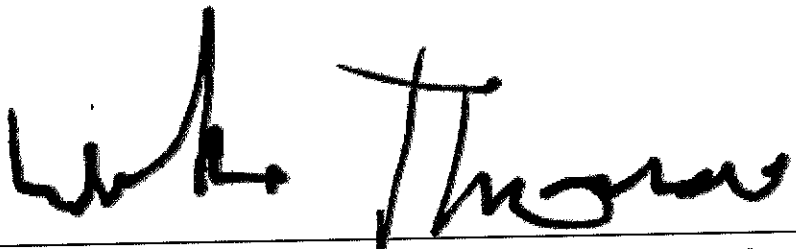
	Yes	No
Have you implemented a preventative maintenance program for your treatment system?	<input checked="" type="radio"/>	<input type="radio"/>
Have you updated the treatment system operations and maintenance manual within the past 5 years?	<input checked="" type="radio"/>	<input type="radio"/>

This is the end of the Non Discharging Lagoon questions

To the best of my knowledge, the Non Discharging Lagoon Facility section is completed and accurate.

☒ Yes

I have reviewed this report and to the best of my knowledge the information provided in this report is correct.


clear

Has this been adopted by the council? If no, what date will it be presented to the council?

☐ Yes

☒ No

What date will it be presented to the council?

Date format ex. mm/dd/yyyy


10/12/2023

Please log in.

Email

PIN

NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. Completion of the collection section meets the annual reporting requirement for the USMP. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page.

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Francis City
Check Register
All Bank Accounts - 09/15/2023 to 10/19/2023

Payee Name	Reference Number	Invoice Number	Invoice Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Zions Bank/Kamas Branch	100	PR092223-744	09/25/2023	09/26/2023	473.86	Medicare Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	100	PR092223-744	09/25/2023	09/26/2023	1,239.42	Federal Income Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	100	PR092223-744	09/25/2023	09/26/2023	2,026.20	Social Security Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	100	PR093023-744	09/25/2023	09/26/2023	50.00	Federal Income Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	100	PR093023-744	09/25/2023	09/26/2023	128.52	Medicare Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	100	PR093023-744	09/25/2023	09/26/2023	549.44	Social Security Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	100	PR100623-744	09/26/2023	10/04/2023	29.60	Medicare Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	100	PR100623-744	09/26/2023	10/04/2023	126.60	Social Security Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	100	PR103123-744	10/10/2023	10/12/2023	261.00	Medicare Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	100	PR103123-744	10/10/2023	10/12/2023	766.34	Federal Income Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	100	PR103123-744	10/10/2023	10/12/2023	1,116.00	Social Security Tax	102221 - FICA, MC & FWT payable	
					\$6,766.98			
Utah State Retirement	101	PR100623-745	09/26/2023	10/10/2023	1.84	401k	102223 - Retirement and 401k payable	
Utah State Retirement	101	PR100623-745	10/10/2023	10/10/2023	50.00	Roth IRA	102223 - Retirement and 401k payable	
Utah State Retirement	101	PR100623-745	09/26/2023	10/10/2023	163.45	Retirement	102223 - Retirement and 401k payable	
Utah State Retirement	101	PR100623-745	10/10/2023	10/10/2023	1,515.60	401k	102223 - Retirement and 401k payable	
Utah State Retirement	101	PR100623-745	10/10/2023	10/10/2023	1,650.82	Retirement	102223 - Retirement and 401k payable	
					\$3,381.71			
Zions Bank/Kamas Branch	102	PR100623-744	10/10/2023	10/10/2023	362.88	Medicare Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	102	PR100623-744	10/10/2023	10/10/2023	1,050.86	Federal Income Tax	102221 - FICA, MC & FWT payable	
Zions Bank/Kamas Branch	102	PR100623-744	10/10/2023	10/10/2023	1,551.62	Social Security Tax	102221 - FICA, MC & FWT payable	
Utah State Retirement	102	PR092223-745	09/25/2023	09/26/2023	50.00	Roth IRA	102223 - Retirement and 401k payable	
Utah State Retirement	102	PR092223-745	09/25/2023	09/26/2023	1,666.59	401k	102223 - Retirement and 401k payable	
Utah State Retirement	102	PR092223-745	09/25/2023	09/26/2023	2,264.60	Retirement	102223 - Retirement and 401k payable	
					\$6,949.55			
Foothills at Francis Gate Fund I, LP	13536	Bond Release #9	09/18/2023	09/18/2023	208,131.72	Foothills at Francis Gates Bond Release #9	102315 - Escrow payable/deposit par	
Woodland Hills Mutual Water Compa	13537	Widdison bill	09/18/2023	09/18/2023	6,070.53	51% of \$11,903.00 bill from Widdison turbine	516411 - Water Woodland Hills Assess	
On Track Solutions, LLC	13538	2656	09/25/2023	09/26/2023	2,880.00	HR Consulting Compensation Analysis	104111,140 - Council discretionary exp	
Postmaster	13539	Sept. billing	09/27/2023	09/27/2023	211.16	September 2023 postage	104140,242 - Admin postage and delive	
Utah Business Licensing Association	13540	2023 Conf. & me	09/27/2023	09/27/2023	245.00	Utah Business License Conf. 2023	104140,230 - Admin education, training	
AC Irrigation LLC	13541	092120233	10/04/2023	10/04/2023	9,348.50	Irrigation for the parks. Grant	404140,780 - Parks	
All West Communications	13542	10-25-2023	10/04/2023	10/04/2023	1,006.50	phone & internet	104140,290 - Admin Telephone Charge	
All West Communications	13542	10-25-2023	10/04/2023	10/04/2023	76.84	Francis town alarm	516280 - Water power, phone, gas	
All West Communications	13542	10-25-2023	10/04/2023	10/04/2023	73.83	Woodland Hills town alarm	516411 - Water Woodland Hills Assess	
					\$1,157.17			
Alisco	13543	LSAL2779371, 27	10/04/2023	10/04/2023	230.24	Office Rugs	104140,210 - Admin dues and subscript	
Blue Stakes of Utah	13544	UT202302595	10/04/2023	10/04/2023	116.10	Blue Stakes	104140,210 - Admin dues and subscript	
Cunningham, Gay	13545	Refund. 1296	10/02/2023	10/04/2023	141.30	Refund. 1296 - Cunningham, Gay	511311 - Accounts receivable	
Granite Construction Company	13546	2561738	10/04/2023	10/04/2023	1,400.00	EZ Street Bag	104410,250 - Street maintenance and r	
Holland Equipment	13547	16522	10/04/2023	10/04/2023	114.76	Belts	527450 - Sewer system materials/supl	
Home Depot Credit Services	13548	4075412,2075677	10/04/2023	10/04/2023	290.08	Supplies	104410,260 - Street Tools & Supplies	
Home Depot Credit Services	13548	4075412,2075677	10/04/2023	10/04/2023	74.68	Parks	104510,250 - Park maintenance and re	
					\$364.76			
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	107.50	Hidden Meadow Ranch	104140,312 - Admin Engineering Servic	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	130.30	Frontier Acres	104140,312 - Admin Engineering Servic	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	189.00	Staff Meeting	104140,312 - Admin Engineering Servic	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	333.90	Francis cove subdivision	104140,312 - Admin Engineering Servic	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	495.30	City Council	104140,312 - Admin Engineering Servic	

Francis City
Check Register
All Bank Accounts - 09/15/2023 to 10/19/2023

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	1,392.30	Hart Crossing	104140.312 - Admin Engineering Serv	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	2,551.50	CDBG Application 2023	104140.312 - Admin Engineering Serv	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	4,630.50	Genera Engineering	104140.312 - Admin Engineering Serv	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	7,960.40	Footfills at Francis Gates	104140.312 - Admin Engineering Serv	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	9,903.50	Francis Commons	104140.312 - Admin Engineering Serv	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	91.20	Stearat Ranch Well	511601 - Work in process	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	1,997.00	Stewart Ranch Tank	511601 - Work in process	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	189.00	Water Engineering	516313 - Water engineering	
Horrocks Engineers, Inc.	13549	80483	10/04/2023	10/04/2023	283.50	Sewer Engineering	527110 - Sewer wages and salaries	
Humphries	13550	AF464132	10/04/2023	10/04/2023	\$30,254.90			
J & S Auto Inc.	13551	335415,336227.3	10/04/2023	10/04/2023	231.79	Welder	104410.260 - Street Tools & Supplies	
J & S Auto Inc.	13551	335415,336227.3	10/04/2023	10/04/2023	401.62	Supplies	104410.256 - Street auto & truck maint	
J & S Auto Inc.	13551	335415,336227.3	10/04/2023	10/04/2023	179.58	Supplies	104410.260 - Street Tools & Supplies	
J & S Auto Inc.	13551	335415,336227.3	10/04/2023	10/04/2023	39.99	Supplies	104510.250 - Park maintenance and re	
JCB Finance	13552	6711578,6046003	10/04/2023	10/04/2023	\$621.20			
Mountainland Association of Govern	13553	INV0043	10/04/2023	10/04/2023	1,861.37	Property tan backhoe	527450 - Sewer system materials/suppl	
Mountainland Supply Co.	13554	S105662722.001,	10/04/2023	10/04/2023	879.00	Jurisdictional Cash Assessment	104140.210 - Admin dues and subscript	
Pitney Bowes Bank Inc. Purchase P	13555	1023816831	10/04/2023	10/04/2023	2,801.81	Meters	516450 - Water system materials/suppl	
Pitney Bowes Global Financial Servi	13556	3317987712	10/04/2023	10/04/2023	273.87	Ink	516241 - Water Postage and shipping	
Pumpers Plus	13557	23767,23770	10/04/2023	10/04/2023	172.08	Postage	516241 - Water Postage and shipping	
Remote Control Systems, Inc.	13558	23072	10/04/2023	10/04/2023	1,000.00	Lift station	527450 - Sewer system materials/suppl	
Republic Services #864	13559	0864-001903112	10/04/2023	10/04/2023	125.00	Scada system	516210 - Water dues, subs, membershi	
Republic Services #864	13559	0864-001903112	10/04/2023	10/04/2023	172.36	Garbage Pick up	104160.480 - B&G garbage service	
Rocky Mountain Power	13560	Sept. 2023	10/04/2023	10/04/2023	805.55	Garbage Pick up	214566 - Dumpsters expenses	
Rocky Mountain Power	13560	Sept. 2023	10/04/2023	10/04/2023	\$977.91			
Rocky Mountain Power	13560	Sept. 2023	10/04/2023	10/04/2023	572.18	Power	104160.280 - B&G utilities power	
Rocky Mountain Power	13560	Sept. 2023	10/04/2023	10/04/2023	772.01	Power	516110 - Water wages & salaries	
Rocky Mountain Power	13560	Sept. 2023	10/04/2023	10/04/2023	4,304.88	Power	527280 - Sewer power, telephone, gas	
South Kamas Irrigation	13561	423	10/04/2023	10/04/2023	\$5,649.07			
SuperTrees	13562	UT-INV104037	10/04/2023	10/04/2023	10,891.70	South Kamas Irrigation Company	516410 - Water assessments	
Woodland Hills Mutual Water Compa	13563	10-25-2023	10/04/2023	10/04/2023	2,389.00	Trees from grant	104510.250 - Park maintenance and re	
Utah State Tax Commission	13564	PR063023-784	07/03/2023	10/04/2023	1,200.00	Woodland Hills water assessment	516411 - Water Woodland Hills Assess	
Utah State Tax Commission	13564	PR071423-784	07/17/2023	10/04/2023	473.49	State Income Tax	102222 - Utah state withholding payabl	
Utah State Tax Commission	13564	PR072823-784	07/31/2023	10/04/2023	486.54	State Income Tax	102222 - Utah state withholding payabl	
Utah State Tax Commission	13564	PR073123-784	07/17/2023	10/04/2023	693.09	State Income Tax	102222 - Utah state withholding payabl	
Utah State Tax Commission	13564	PR081123-784	08/14/2023	10/04/2023	657.32	State Income Tax	102222 - Utah state withholding payabl	
Utah State Tax Commission	13564	PR082523-784	08/28/2023	10/04/2023	626.95	State Income Tax	102222 - Utah state withholding payabl	
Utah State Tax Commission	13564	PR083123-784	08/14/2023	10/04/2023	598.93	State Income Tax	102222 - Utah state withholding payabl	
Utah State Tax Commission	13564	PR080623-784	09/11/2023	10/04/2023	256.83	State Income Tax	102222 - Utah state withholding payabl	
Utah State Tax Commission	13564	PR092223-784	09/25/2023	10/04/2023	890.62	State Income Tax	102222 - Utah state withholding payabl	
Utah State Tax Commission	13564	PR093023-784	09/25/2023	10/04/2023	689.49	State Income Tax	102222 - Utah state withholding payabl	
Utah State Tax Commission	13564	PR093023-784	09/11/2023	10/04/2023	20.00	State Income Tax	102222 - Utah state withholding payabl	
Utah State Tax Commission	13564	PR100623-784	09/26/2023	10/04/2023	397.44	State Income Tax	102222 - Utah state withholding payabl	
Ace Hardware Of Kamas	13566	54751,781,782.80	10/12/2023	10/12/2023	22.37	State Income Tax	102222 - Utah state withholding payabl	
Ace Hardware Of Kamas	13566	54751,781,782.80	10/12/2023	10/12/2023	\$5,813.07			
Ace Hardware Of Kamas	13566	54751,781,782.80	10/12/2023	10/12/2023	78.94	Supplies	104160.240 - B&G operating supplies/t	
Ace Hardware Of Kamas	13566	54751,781,782.80	10/12/2023	10/12/2023	268.91	Supplies	104410.256 - Street auto & truck maint	
Ace Hardware Of Kamas	13566	54751,781,782.80	10/12/2023	10/12/2023	235.74	Supplies	104410.260 - Street Tools & Supplies	

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All Bank Accounts - 09/15/2023 to 10/19/2023

Payee Name	Reference Number	Invoice Number	Invoice Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Ace Hardware Of Kamas	13666	54751,781,782,80	10/12/2023	10/12/2023	1,246.06	Supplies	104510.250 - Park maintenance and re	
Ace Hardware Of Kamas	13666	54751,781,782,80	10/12/2023	10/12/2023	40.97	Supplies	516110 - Water wages & salaries	
Ace Hardware Of Kamas	13666	54751,781,782,80	10/12/2023	10/12/2023	49.36	Supplies	527450 - Sewer system materials/suppl	
					\$1,919.98			
Bankcard Center	13667	10-23-2023	10/12/2023	10/12/2023	982.37	Parking, Hotel, Car Rental	104140.230 - Admin education, training	
Bankcard Center	13667	10-23-2023	10/12/2023	10/12/2023	218.37	Office supplies	104140.240 - Admin Office Supplies	
Bankcard Center	13667	10-23-2023	10/12/2023	10/12/2023	52.51	Survey Monkey General Plan	104180.250 - P&Z materials and suppl	
Bankcard Center	13667	10-23-2023	10/12/2023	10/12/2023	424.83	Supplies	104410.256 - Street auto & truck maint	
Bankcard Center	13667	10-23-2023	10/12/2023	10/12/2023	217.74	Sponsor gifts	214545 - Sponsor Expenses	
					\$1,895.82			
FX Construction	13668	Bond Release 5	10/12/2023	10/12/2023	379,620.00	Water Tank Bond Release 5	516450 - Water system materials/suppl	
Hayes Godfrey Bell, P. C.	13669	11280	10/12/2023	10/12/2023	4,305.00	Attorney Fees	104140.314 - Admin Attorney Fees	
H-D Electric	13670	113927	10/12/2023	10/12/2023	668.65	WoodlandEmergency Service Call, Replace motor b	516450 - Water system materials/suppl	
H-D Electric	13670	113927	10/12/2023	10/12/2023	698.99	Emergency Service Call, Replace motor breaker for	516450 - Water system materials/suppl	
					\$1,366.64			
JB Gordon Construction Inc.	13671	Partial Payment #	10/12/2023	10/12/2023	290,143.30	JB partial payment #1 CDBG	516110 - Water wages & salaries	
Kamas Foodtown	13672	81-1231155,0614	10/12/2023	10/12/2023	118.27	Supplies	214515.1 - Concession food & supplies	
Kamas Valley CO-OP	13673	14456,14525	10/12/2023	10/12/2023	419.00	Setteln 50	104410.260 - Street Tools & Supplies	
Kamas Valley CO-OP	13673	14456,14525	10/12/2023	10/12/2023	39.85	Bedding fork	104510.250 - Park maintenance and re	
					\$458.85			
Mirror Lake Service/Station	13674	5285671,5285714	10/12/2023	10/12/2023	117.08	Truck	104410.256 - Street auto & truck maint	
Mirror Lake Service/Station	13674	5285671,5285714	10/12/2023	10/12/2023	23.33	Lawnmower	104510.250 - Park maintenance and re	
					\$140.41			
Mountainland Supply Co.	13675	S105685292,001	10/12/2023	10/12/2023	3,107.65	Supplies	516450 - Water system materials/suppl	
Summit County Public Health Dept.	13676	582022630,58202	10/12/2023	10/12/2023	115.00	Supplies	516420 - Water samples/testing	
Teakwood Builders	13677	Refund: 1507	10/05/2023	10/12/2023	94.02	Refund: 1507 - Teakwood Builders	511311 - Accounts receivable	
Verizon Wireless	13678	9946023940	10/12/2023	10/12/2023	143.71	Phones Cell phones Mayor & Public Works	104140.290 - Admin Telephone Charge	
Dominion Energy	13681	10-5-2023	10/12/2023	10/12/2023	14.01	Natural Gas	104160.281 - B&G utilities natural gas,	
					<u>\$996,093.90</u>			