

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting**

June 4, 2024

6:00 p.m. Regular Meeting

TIME AND ORDER OF ITEMS ARE APPROXIMATE AND MAY BE CHANGED AS TIME PERMITS

I. REGULAR MEETING - 6:00 P.M.

1. Call to Order
2. Pledge of Allegiance (Yvonne Barney, Council Member)
3. Prayer/Thought by Invitation (Mike Johnston, Council Member)

II. CONFLICT OF INTEREST DISCLOSURE:

III. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Award - Public Works Water Main Break and Repair
2. Mayor's Award - Backhoe Rodeo Winner

IV. CONSENT AGENDA:

1. Approval of May 21, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. URS reaffirmation for 2024 Tier II Public Safety contributions already paid by Heber City (Cherie Ashe, Human Resources Director)

V. PUBLIC COMMENTS: (3 min per person/20 min max)

VI. GENERAL BUSINESS ITEMS:

1. Wasatch County Wildfire Outlook (Troy Morgan, Wasatch County Fire Warden) - *15 min*
2. Yoppify - New Project & Utility Notification System (Russ Funk, City Engineer) - *20 min*
3. Fraud Risk Assessment (Sara Nagel, Finance Manager)
4. Updated FY2025 Tentative Budget (Sara Nagel, Finance Manager) - *10 min*

VII. ACTION ITEMS: (Council can discuss; table; continue; or approve items)

1. Public Hearing on Unbilled Services for Culinary Water, Sewer Water, Stormwater and Pressurized Irrigation Funds (Sara Nagel, Finance Manager) -
2. Public Hearing on FY2025 Tentative Budget (Sara Nagel, Finance Manager) -

3. Public Hearing UCA 10-3-818 Salaries in Municipalities Ordinance 2024-12 (Cherie Ashe, Human Resources Director) -
4. Update to US-40 North Access Agreement with UDOT & Wasatch County (Russ Funk, City Engineer) - *15 min*
5. Bush Annexation Petition (Denna Woodbury, Planning Consultant) - *15 min*
6. Smiths Marketplace requests development agreement for proposed signs located at 744 North Highway 40 (Tony Kohler, Community Development Director) - *30 min*
7. Agreement for Jardine-Lythgoe to serve as General Contractor for Cemetery Admin Building Construction (Mark Rounds, Parks and Cemetery Director, Matt Brower, City Manager) - *30 min*

VIII. COMMUNICATION:

IX. ADJOURNMENT:

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media.

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Trina Cooke at the Heber City Offices 435.657.7886 at least eight hours prior to the meeting.

Posted on May 30, 2024, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.

Mayor's Award Nominations for Public Works

Heber City Public Works: Water Main Break Repair at 400 E 1200 S

On April 23rd, Public Works responded to a significant water main break at 400 E 1200 S, involving a large 16" pipe. The break caused extensive water flow into the storm drain system, necessitating a rush order for repair parts which were delivered that afternoon. To perform the repair, the culinary water supply had to be shut off, impacting several residents and businesses. The crew worked tirelessly from 8:30 am until 11:30 pm to locate, excavate, and repair the damaged section, with the Technology team re-pressurizing the mains until nearly 1:00 am to restore water service.

During the repair, the administrative team managed emergency communications, assisted affected residents and businesses, and coordinated with schools to redirect traffic. Chris Pedersen, the Safety Officer, ensured worksite safety and OSHA compliance while delivering complimentary water to those in need. The crews' dedication was remarkable, working 15 hours straight without meal breaks to minimize disruption and restore water service promptly. Their commitment to the community and efficient response is highly commendable.

The following team members assisted with the water main repair and/or assisted the public impacted by the water main break:

- **Thomas Coleman – Water Crew Foreman**
- **Justin Motley – Water Crew Lead**
- **Blake Walton – Water Crew UMO**
- **Cristian Payan – Water Crew UMO**
- **Kayden Davis – Water Crew UMO**
- **Kayden Giles – Water Crew UMO**
- **Rylan Keel – Water Crew UMO**
- **Rilley Fairbourn – Water Technology Foreman**
- **Zachery Maxwell – Water Technology Crew UMO**
- **Ryan Walton – Water Technology Crew UMO**
- **Matt Zeltinger – Water Technology Crew UMO**
- **Chris Pedersen – Designated Safety Officer & Program Compliance Administrator**
- **Candace Bufton – Office Manager**
- **Tess Ford – Administrative Assistant**
- **Missy Luke – Administrative Assistant**

Heavy Equipment/Backhoe Rodeo Winners

For the second consecutive year, our Heber City Public Works team won the backhoe operation team event at the Heavy Equipment Rodeo during Public Works Week! The competition tested participants' backhoe skills, including tasks like picking up an egg on a spoon, placing a hard hat on a traffic cone, and inserting metal pipes into a wooden box and a water meter lid.

Congratulations to our top-scoring team members, who achieved impressive scores of 95 out of 100 points. A special commendation goes to Chris Pedersen, who secured first place by completing the course in a record time of 5 minutes and 10 seconds and won the individual award in the Backhoe Skills Competition!

- **Chris Pedersen* – Program/Safety Compliance Administrator**
- **Brandon Healey – Sewer Crew UMO**
- **Zachery Maxwell – Water Technology Crew UMO**

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**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
May 21, 2024**

DRAFT Minutes

**5:00 p.m. Work Meeting
6:00 p.m. Regular Meeting**

I. WORK MEETING - 5:00 P.M.

Mayor Heidi Franco called the meeting to order at 5:00 p.m. and indicated that the Council would move the Closed Executive Session from the end of the agenda to the beginning of the meeting and called for a motion to enter Closed Session. [minutes for Closed Session found under agenda item X.] Mayor Franco called the public Work Meeting to order at 5:13 p.m. and welcomed everyone present.

City Council Present: Mayor Heidi Franco
Council Member Yvonne Barney
Council Member Aaron Cheatwood
Council Member Mike Johnston
Council Member Sid Ostergaard
Council Member Scott Phillips

Staff Present: City Manager Matt Brower
Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
City Attorney Jeremy Cook
Planning Department Administrator Meshelle Kijanen
Chief of Police Parker Sever
IT Director Anthon Beales
Public Works Blake Walton

Staff Participating Remotely: City Engineer Russ Funk, Human Resources Manager Cherie Ashe, Public Works Foreman Chris Pederson, Planning Consultant Denna Woodbury, Engineering Tech Desiree Muheim, Public Works Director Matthew Kennard, and Finance Director Sara Nagel.

Also Present: Sam Burbidge, Tanner Riedel, Nelson Gardner, Ryan Walton, Gary Walton, Tori Broughton, Lane Lythgoe, Vaughn Hokanson, Rick Magnus, Roger Goff, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed in online) Andrew Dudik, B, DW, Grace Doerfler KPCW, Heber Lefgren, Josh (LDG), and S.

1. Rezone of property located at 167 West Center from Residential to C-3 Commercial (Jamie Baron, Planning Manager, Denna Woodbury, Planning Consultant) - *15 min*

Planning Consultant Denna Woodbury explained the applicant's request to change the zone from Residential Commercial (RC) to Central Commercial (C-3) for the property located at 167 West Center Street. The applicant hoped to construct a mixed-use building to include retail-commercial, offices, and residential space. A public hearing had been held during a previous Planning Commission Meeting where there had been concern expressed by neighbors regarding building height and use if rezoned. Staff recommended conditional approval of the request as it aligned with the Envision Central Heber plan. Staff felt the approval should be dependent upon the negotiation of a development agreement including a three-story building height limit. Council Member Phillips felt an MDA (master development agreement) might be more appropriate for the project rather than a zone change.

Tanner Riedel, representing the property owners, stated the property owners were not interested in building townhomes at the location as they did not feel it would be financially feasible but had agreed to the three-story height limit. Council discussion regarding the request, missing middle housing, and residential feedback proceeded. Consensus of Council majority was for the applicant to return with a project plan before a decision Council was made.

Mr. Riedel explained the owner was unlikely to spend the money for architects to create a design plan without the assurance of approval by Council. Discussion continued.

2. Center Creek Commercial Zone Change (Jamie Baron, Planning Manager) - *30 min*

This agenda item was postponed to an undetermined date in the future.

II. BREAK - 10 MIN

III. REGULAR MEETING - 6:00 P.M.

1. Call to Order

Mayor Franco called the meeting to order at 6:10 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Heidi Franco, Mayor)

Mayor Franco led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Sid Ostergaard, Council Member)

Council Member Sid Ostergaard shared a story of coaching volleyball to show the importance of listening. He wanted to remind the Council to listen to the community they served.

IV. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts of interest disclosed.

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Blake Walton - Mayor's Award for New City Water Feature Assignment

Mayor Franco presented Blake Walton with the Mayor's Award for his work as project manager of the newly installed water feature outside City Hall. She read the nomination submitted by Jamie Baron as included in the Staff Report.

VI. CONSENT AGENDA:

Motion: Council Member Phillips moved to accept the Consent Agenda.

Second: Council Member Johnston made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

1. May 7, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)

2. July 4, 2024 Red White and Blue Festival Sponsorship (Matt Brower, City Manager)

VII. PUBLIC COMMENTS: (3 min per person/20 min max)

No one from the public came forward to comment.

VIII. ACTION ITEMS: (Council can discuss; table; continue; or approve items)

1. Agreement for Wastewater Delivery and Dissolution of the Giles Special Services District (Jeremy Cook, City Attorney) - *20 min*

City Attorney Jeremy Cook explained the agreement would replace the existing special service district held by Ernie Giles. It was for three existing sewer connections with an option for the addition of two more. Council proposed a \$5,000.00 dedication to the North Fields preservation fund per connection as was previously required in a similar agreement with Dickman Legacy Ranch. Council proposed language be added in the agreement to include approval by the engineering department for the connections.

Motion: Council Member Phillips motioned to approve the request and add language in the agreement that approval of the City was needed for where to connect and how many connections there would be; to add a \$5,000.00 charge for each additional connection to be dedicated to the North Village Preservation fund; and to keep the rate charged by the City at 1.5 times the City rate for residents. **Second:** Council Member Cheatwood made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

2. Ordinance 2024-11 Amending On-Street Parking Regulations (Jeremy Cook, City Attorney) - 30 min

Mr. Cook explained the proposed ordinance was intended to clean up the existing code at the request of the code enforcement officer. He reviewed the proposed changes as included in the attached Staff Report and Ordinance.

Motion: Council Member Phillips moved to approve the changes to the parking code with the adjustment to the language to allow recreational vehicles to be parked on the street for 36 hours in a seven-day period.

Discussion: Council Member Cheatwood wanted to know the reason to not allow boats or trailers within five-feet of a sidewalk. It was for safety purposes and sight-line.

Amended Motion: Council Member Phillips amended his motion to include that boats and recreational vehicles could not be within five-feet of the sidewalk. **Second:** Council Member Cheatwood made the second.

Discussion: Mayor Franco asked for the code sections to be changed. The 36-hour time limit was in section 10.16.070 item one and five-foot from sidewalk in the same section item four. Mayor Franco proposed adding an item nine in the same section to include no parking of any vehicle on the sidewalk.

Amended Motion: Council Member Phillips moved to approve changes to the parking code with Ordinance 2024-11, changing the boat and recreational vehicle parking time frame in 10.16.070-A.1. to 36 hours in a seven-day period; to add letter F. to section 10.16.030 stating no vehicles parked on or impeding sidewalk; and remove section four from 10.16.070-A. **Second:** Council Member Cheatwood's second stood.

Vote: Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

* After the meeting, City Attorney Jeremy Cook and Chief of Police Parker Sever advised that item D. "No person shall park a vehicle upon any street, roadway or public property for the principal purpose of displaying such vehicle for sale or displaying advertising" in section 10.16.030., should be removed. Effective with the approval of the meeting minutes.

3. Smith's Marketplace requests development agreement for proposed signs located at 744 North Highway 40 (Tony Kohler, Community Development Director) - *30 min*

Community Development Director Tony Kohler explained the request from Smith's Marketplace for permission to install multi-tenant signs that were larger than permitted in the current code. The Planning Commission had held a Public Hearing and forwarded a positive recommendation to Council. Staff also recommended approval. Mr. Kohler shared images for the proposed signs. Rick Magnus, consultant for Kroger, described their intent to comply with the dark-sky restrictions in Heber City. The store was planned to open on schedule.

Mayor Franco opened the discussion for public comment. No one from the public came forward to comment.

Council Member Johnston did not feel the sign needed to be 20-feet tall. He questioned who the tenants were that would use the multi-tenant signs and whether Smith's owned the pad where the sign would be located. Discussion continued.

City Attorney Jeremy Cook recommended Council table the item to return on a future agenda and he would re-evaluate the language in the Development Agreement to indicate there would be only one monument sign for all the businesses in the development. Consensus of Council majority was to have the applicant return with a smaller sign design with a 15-16 maximum height, a landscape design for the surrounding area, and language in the development agreement that there would be only one sign for the development.

4. Animal Control Memorandum of Understanding (MOU) Contract Discussion and Council Direction. (Parker Sever, Chief of Police)

Chief of Police Parker Sever presented the proposed Interlocal Memorandum of Understanding (MOU) for Animal Control as included in the meeting materials. The previous MOU had been adopted in 1999 and needed to be updated. Assistant Wasatch County Manager Heber Lefgren noted the purpose of the discussion was to establish the framework of the contract. The budget discussion could be held at a later date. Council discussion continued regarding animal control services provided and how to appropriately charge all the entities within the County for said services.

Mr. Brower explained that all the policy decisions for the Animal Control Department were currently made by the Animal Control Board but the City retained the liability. He asked if the Council wished to have policy decisions made by the City and for the board be an advisory board to the Council. Mayor Franco explained that the MOU draft would be amended as directed by Council to address the concerns discussed and would then return to Council for further review. The City would proceed with the budget process. Chief Sever noted the growth of the community and recommended review of the MOU every two years.

IX. COMMUNICATION:

City Manager Matt Brower spoke with a UDOT (Utah Department of Transportation) representative and clarified that the City and County Council fully supported UDOT proceeding with steps to build the bypass. Mayor Franco stated the Wasatch County Council had passed a resolution to work with UDOT for the bypass while still seeking additional conservation in the North Fields.

Mr. Brower provided an update for the CRA (Community Reinvestment Agency). He had Ryan Bunnell working on community outreach to help residents better understand the CRA. The County and School Board had indicated their desire to wait until after the election make a decision regarding the CRA. Mr. Brower felt the School Board and County may be concerned about the CRA being viewed as an additional tax on the residents. Council Member Cheatwood felt the City should move forward immediately with the community outreach. Council Member Johnston explained the CRA money only came from new development in the designated CRA area. There was no new tax being imposed on existing residents. Discussion continued regarding how to further encourage the County and School Board to approve the City's CRA.

Mr. Brower shared that he and Mr. Kohler had met with the brokers for the Christensen property which consisted of approximately 4,500 acres and was located east of Red Ledges. The brokers were offering to take Council on a tour of the land on June 21 and discuss development. The City's Annexation Policy Plan would need to be amended to encompass the area if Council were to consider annexing.

Heber City's Public Works Department had won two of the three events at the Backhoe Rodeo earlier that day.

The season's first Market on Main would be Thursday, June 6, 2024 from 4:00 p.m. to 9:00 p.m.

The Tabernacle rededication and Water Feature Ribbon-Cutting was scheduled for Saturday, June 8, 2024, at 1:00 p.m. The annual downtown flower planting would be from 9:00 a.m. to 12:00 noon the same day.

The Red, White, and Blue Festival was scheduled for July 4, 2024. Heber City was sponsoring the free lunch at the Main Street Park and Mr. Brower invited the Council to join him to help serve the lunch.

Council Member Barney had provided Assistant City Manager Mark Smedley with the number of Centarians. She shared concerns from residents regarding the installation of pressurized irrigation and what it would cost residents to install. She hoped the City would take measures to better inform the residents of their options.

X. CLOSED EXECUTIVE SESSION

Motion: Council Member Phillips moved to enter a Closed Executive Session for the purpose of discussing pending or imminent litigation. **Second:** Council Member Ostergaard made the second. **Voting Yes:** Council Members Phillips, Ostergaard, and Johnston. **Voting No:** None. Council Members Barney and Cheatwood were not in the room. The **Motion Passed 3-0** and the meeting entered Closed Session at 5:00 p.m.

City Council Present:

- Mayor Heidi Franco
- Council Member Yvonne Barney
- Council Member Aaron Cheatwood
- Council Member Mike Johnston
- Council Member Sid Ostergaard
- Council Member Scott Phillips

Staff Present:

- City Manager Matt Brower
- City Attorney Jeremy Cook

Motion: Council Member Phillips moved to adjourn the Closed Session. **Second:** Council Member Ostergaard made the second. The Closed Executive Session was adjourned at 5:10 p.m.

XI. ADJOURNMENT:

Motion: Council Member Phillips moved to adjourn. **Second:** Council Member Cheatwood made the second. The meeting adjourned at 10:05 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 6/4/2024

SUBJECT: URS reaffirmation for 2024 Tier II Public Safety contributions already paid by Heber City

RESPONSIBLE: Cherie Ashe

DEPARTMENT: Human Resources

STRATEGIC RELEVANCE: Utah Retirement Systems requires formal evidence that Heber City elects to prospectively pick up specified employee contributions by the governing body on behalf of Public Safety. This is a renewed affirmation that Heber City will continue to pick up the 4.73% for all Public Safety Tier 2 participants. Heber City is more generous, contributing an additional .89% for a total of 5.62%.

SUMMARY

Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer, Heber City (Employer number 365) in lieu of employee contributions for members serving as Public Safety Officers, 4.73% of salary.

RECOMMENDATION

Continue the benefit to Public Safety of employer-paid contributions of 5.62% on behalf of the employees.

1. Approve as proposed

BACKGROUND

The Utah Retirement Systems (URS) are established and governed by the respective sections of Title 49 of the Utah Code. URS's defined benefit plans are amended statutorily by the state legislature. The URS office provides the administration under the direction of the retirement board of URS, whose members are appointed by the governor. URS fiduciary funds defined as pension trust funds. Title 49 of the Utah code grants the authority to establish and amend the benefit terms. URS provides retirement, disability, and death benefits. As a condition of participation in URS, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute. Contributions are actuarially determined as an amount that, when combined with employee contributions is expected to finance the costs of benefits earned by employees during the

year, with an additional amount to finance any unfunded actuarial accrued liability. Beginning July 1, 2024 Tier 2 Public Safety System employees are required to contribute 4.73% of salary to the fund. Unlike the Tier 2 Public Employee Hybrid system Fund 111, the Utah legislature allows pickup by the employer on behalf of Public Safety for Fund 122. Heber City currently picks up 5.62% on behalf of Tier 2 Fund 122 employees.

Title 49 of Utah Code 23-301 Employer may elect to pay all or part of the required member contributions, 4.73%

Utah Code 49-23-301

Tier 2 Hybrid Retirement System –
Public Safety & Firefighters'

DISCUSSION

Continue to offer benefit at 5.62% for employees in Fund 122, Tier 2 Public Safety

FISCAL IMPACT

Net 0 impact - currently budgeted

CONCLUSION

Reaffirm the URS 4.73% and continue the .89% for a total of 5.62% contributed by Heber City for Tier 2 Public Safety Fund 122.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve the item** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve the item** as amended, as follows.

Alternative 3 - Continue

I move to **continue** the **item** to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the **item** with the following findings.

ACCOUNTABILITY

Department: Human Resources
Staff member: Cherie Ashe, Human Resources Director

EXHIBITS

1. 2024 2025 URS Rates
2. PublicSafetyDeclaration

Contribution Rates

07/01/2024 - 06/30/2025



Fund 15 - TIER 1 NONCONTRIBUTORY LOCAL GOVERNMENT

Employer Paid Retirement Contributions	16.970%
Post-Retired Rate/Amortization Cost	5.110%

Fund 43 - TIER 1 PUBLIC SAFETY NONCONTRIBUTORY

Employer Paid Retirement Contributions	33.540%
Post-Retired Rate/Amortization Cost	11.250%

Fund 111 - TIER 2 DB HYBRID LOCAL GOVERNMENT

Member Contributions, Employee Paid	0.000%
Member Contributions, Employer Paid	0.700%
Employer Paid Retirement Contributions	15.190%
401(k) Employer Paid Contributions, Required	0.180%

Fund 122 - TIER 2 DB HYBRID PUBLIC SAFETY

Member Contributions, Employee Paid	0.000%
Member Contributions, Employer Paid	4.730%
Employer Paid Retirement Contributions	25.330%
401(k) Employer Paid Contributions, Required	0.000%

Fund 211 - TIER 2 DC PLAN LOCAL GOVERNMENT

Member Contributions, Employee Paid	0.000%
Member Contributions, Employer Paid	0.000%
Employer Paid Retirement Contributions	5.190%
401(k) Employer Paid Contributions, Required	10.000%

Fund 222 - TIER 2 DC PLAN PUBLIC SAFETY

Member Contributions, Employee Paid	0.000%
Member Contributions, Employer Paid	0.000%
Employer Paid Retirement Contributions	11.330%
401(k) Employer Paid Contributions, Required	14.000%

07/01/2023 - 06/30/2024	➤
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07/01/2022 - 06/30/2023	➤
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07/01/2021 - 06/30/2022	➤
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07/01/2020 - 06/30/2021	➤
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07/01/2019 - 06/30/2020	➤
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07/01/2018 - 06/30/2019	➤
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07/01/2017 - 06/30/2018	➤
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 How are my Tier 2 rates calculated?

 Post-retired Rules

[Contribution Reporting Rates \(/Content/Employers/ContributionReportingRates\)](/Content/Employers/ContributionReportingRates)



Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7318 | 800-753-7318
www.urs.org

Employer Election To Pick-Up Member Contributions Tier 2 Public Safety and Firefighter Contributory System

Instructions:

1. This form is designed to notify URS of an Employer's formal election to pick-up Member retirement contributions for Tier 2 Public Safety and Firefighter Employees.
2. This form and accompanying documentation must be returned to URS for processing.
3. A pick-up election is subject to federal law, resulting in tax and legal consequences, including limitations about the ability to modify or revoke the election. For information regarding employer pick-up contributions, please refer to federal law and guidance, including Internal Revenue Code Section 414 and IRS Revenue Ruling 2006-43. If you would like to update the *Employer Election to Pick-Up Member Contributions* form on file for your Tier 2 Public Safety and Firefighter employees, please input the total amount you are electing to pick-up. By submitting this information, it will amend your previous election, and it cannot be less than the previous pick-up amount.
4. An Employer should consult its legal, financial, and tax advisors if it has any questions concerning the consequences of Member contribution pick-ups and submitting this form.

SECTION A » EMPLOYER INFORMATION

Employer Name Heter City Corporation	Employer Number 365	Date 05/14/2024
Desired Effective Date: 07/01/2024 (The effective date must be after the date that the pick-up election was formally adopted as provided in the attached documentation.)		

SECTION B » PICK-UP AMOUNT(S)

The above-named Employer certifies that it has taken formal action to provide that the contributions on behalf of its covered employees in the following URS System, although designated as employee contributions, will be paid by the employer in lieu of employee contributions. (Check the box and fill in the portion of employee contributions picked-up for each class of employees below.)

Please also attach written documentation to this form that provides evidence that the Employer formally elected to prospectively pick-up specified employee contributions. (For example, ordinance, resolution, governing body meeting minutes, etc.)

Note: If you are picking-up contributions for public safety, and firefighter employees, check all the boxes

☒ Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a **Public Safety Officer**:
o **4.73** % of salary. (*e.g., 4.73% of salary)

☐ Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a **Firefighter**:
o _____ % of salary. (*e.g., 4.73% of salary)

*These amounts are the required Member Contribution Rates effective July 1, 2024. Employers are not required to pay the full Member Contribution rate and may pick-up a percentage of salary. The percentages included by the Employer may not exceed the required Member Contribution rate and cannot be less than the amount previously picked-up by the Employer.

SECTION C » CERTIFICATION AND SIGNATURE

I acknowledge, certify and understand the following:

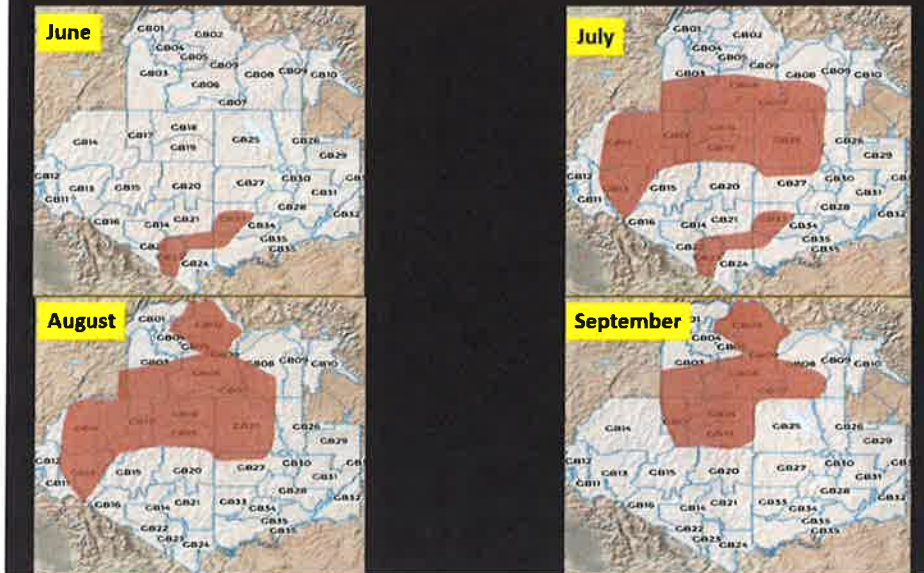
- » I represent and have the authority to sign and submit this form on behalf of the Employer;
- » The Employer has taken all appropriate and necessary actions to make a formal Employer pick-up regarding employee contributions on behalf of its employees;
- » The election to pay for the Employee contributions shall constitute an Employer pick-up of designated contributions pursuant to Internal Revenue Code Section 414(h);
- » From and after the date of the pick-up election, an Employee may not: 1) have a cash or deferred election right with respect to designated Employee contributions; 2) be permitted to opt out of the pick-up; or 3) have the option of choosing to receive or receiving the contributed amounts directly instead of having them paid by the Employer to the specified system/plan;
- » In order for contributions to be considered paid by the employer, and therefore not subject to Social Security and Medicare tax (FICA), the Employer contributions: 1) Must be mandatory for all Employees covered by the retirement system; and 2) Must be a salary supplement and not a salary reduction—In other words, the Employer must not reduce employee salary to offset the amount designated as employee contributions;
- » Future modifications to this Employer election may be disallowed or limited;
- » The election authorized to be taken by the foregoing is not contrary to any governing provisions of the Employer;
- » I understand that URS is not providing the Employer legal, financial, or tax advice relating to making a "pick-up" election or submitting this form;
- » The information provided on this form and attached documentation is correct and can be relied upon by URS; and
- » I agree that the Employer will indemnify URS from and against any claims or other liability including attorney fees based upon the Employer's failure to comply with pick-up election requirements.

Printed Name of Employer Representative (Binding Official) Cherie Ashe	Signature of Binding Official Cherie Ashe	Title HR Manager
--	---	----------------------------

MEMS-90 | 3/5/24

Great Basin Seasonal Outlook – June - September 2024

GBCC Fire Potential Outlook: June – September 2024



PAST WEATHER:

Temperatures over the last 30 days have been cooler than normal across the Great Basin, with cold fronts moving through dropping temperatures and bringing strong winds but only modest precipitation. There have been periods in the last weeks in May of above normal temperatures, but these have been moderated by the cooler periods earlier in the month. Precipitation has been near normal in small parts of Utah and Idaho, but largely well below normal in other areas of the Great Basin. (Fig 1 and 2). Snowpack remains above normal in many areas of Nevada and Utah and below normal in Idaho. (Fig 3).

ENSO neutral conditions are likely through much of the fire season, with a possible shift to La Nina later in the summer or fall. Drought conditions are nearly non-existent across much of the Great Basin after a wet 12+ months and 2 wet winters (Fig 4), except for small areas of abnormally dry conditions in the AZ Strip, srn/ern Utah, and the Salmon-Challis in Idaho, which may intensify. The lack of drought in lower elevations and increasing drought in Central Idaho indicate above normal fire potential for portions of lower elevations in Nevada, Utah and southern Idaho and in the higher elevations in Central Idaho (Fig 5 and 6).

Fire danger is low in the Great Basin, with live fuel moisture high. Prescribed burning is winding down across the Great Basin. Hot and dry weather along with winds will likely dominate in June and should accelerate the curing of the fine fuels and shrubs. Drier weather is forecast through the monsoon season across much of the Great Basin, which should allow fire potential to peak in July and August, with above normal potential possibly lingering into September. (Fig 7). Due to the forecast hot June, drier than normal monsoon and pockets of continuous fine fuel growth in parts of the south, above normal fire potential is expected over parts of southern Nevada into southwest Utah.

Typically, years of no drought lead to active fire seasons in the lower elevations where fine fuel loading is above normal. Many areas of western and northern Nevada, southern Idaho, northwest Utah and parts of southwest Utah and far southern Nevada have reported above normal fine fuel growth. And model estimations show well above normal carryover and new fine fuel loading for many of these areas, especially northeast Nevada and southern Idaho. Invasive species are also showing high continuity across western and northern Nevada, even if loading is not as high as other areas to the northeast. (Fig 9) Central Idaho saw below normal snowpack much of the winter/spring, and this could lead to above normal fire potential heading toward late July and August. Above normal fire potential is most likely by July and August from western and northern Nevada into Idaho and northwest Utah due to expectations of above normal fine fuel loading, and into Central Idaho due to low snowpack. The monsoon forecast for July and August still looks on the drier side for the Great Basin, which could allow the active fire season to extend into September. (Fig 8)

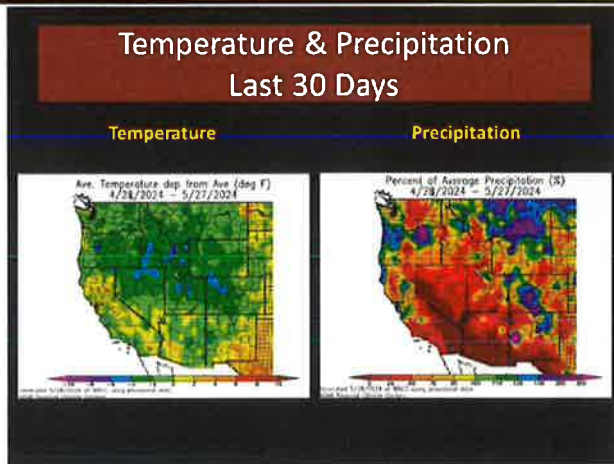


Fig 1. (Precipitation & Temperature)

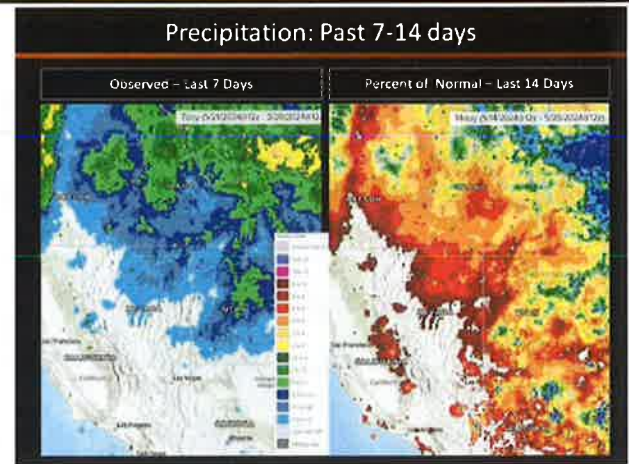


Fig 2. (Precipitation Last 2 Weeks of May)



Fig 3. (Late May Snowpack)

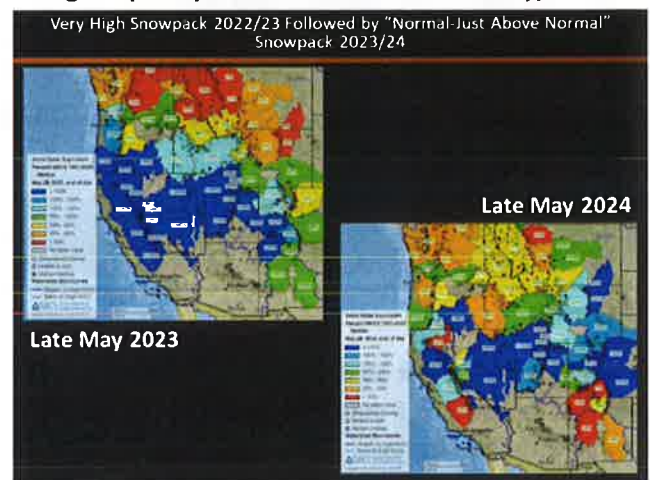


Fig 4. (Two High Snowpack Winters)

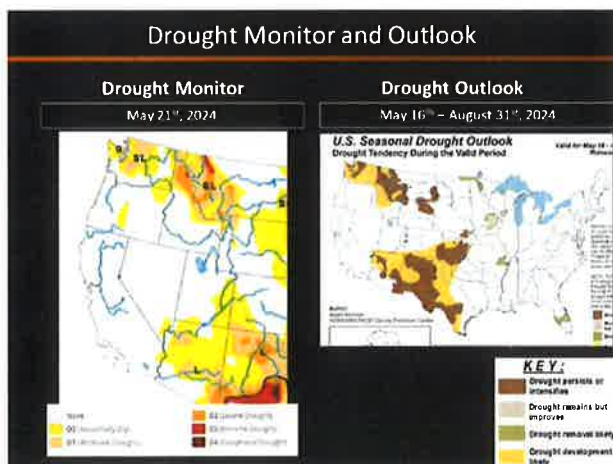


Fig 5. (Drought Conditions)

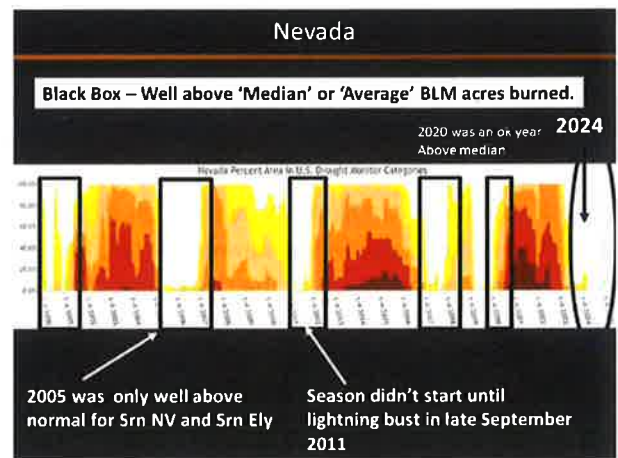


Fig 6. (Fire Season/Drought Correlation)

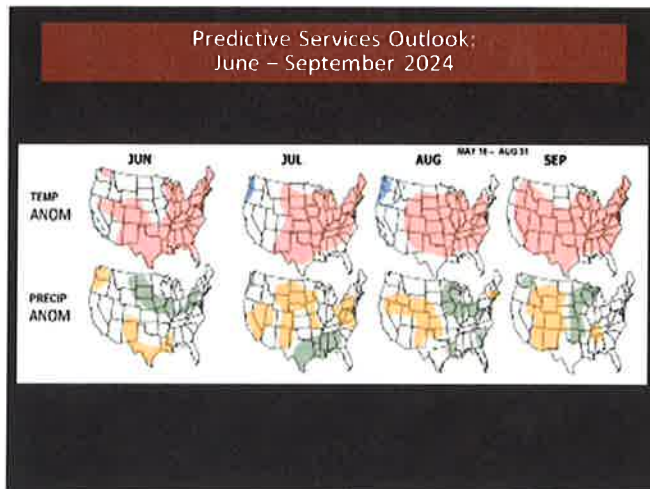


Fig 7. (PS 4-Month Outlook)

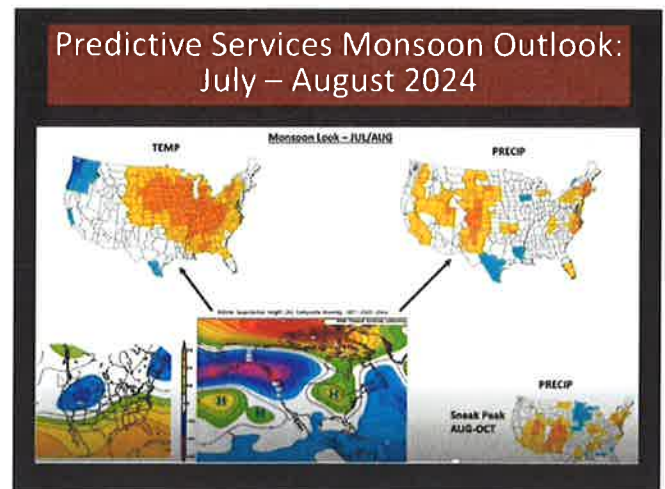


Fig. 8 (PS Monsoon Outlook)

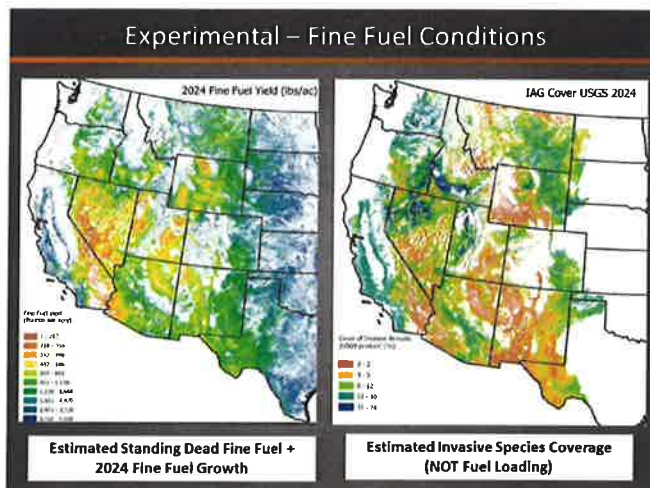


Fig. 9 (Estimated Fine Fuel Conditions)



Gina Palma

Meteorologist - Predictive Services

Great Basin Coordination Center, Salt Lake City UT



Heber City Council Staff Report

MEETING DATE: 6/4/2024
SUBJECT: Yoppify - New Project & Utility Notification System
RESPONSIBLE: Russ Funk
DEPARTMENT: Engineering
STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

Staff is providing an update to the Council on efforts and tools to keep the public better informed about City Construction Projects, Utility Service Disruptions, and other relevant project information.

RECOMMENDATION

BACKGROUND

Over the past few years, Heber City has undertaken a significant number of construction projects. Many of these projects can have a direct impact on the public through disruptions to utility service, road closures, construction noise, dust, etc.

One of the most significant challenges with these large-scale projects can be keeping the public informed about anticipated schedules and impacts, especially as construction schedules change based on weather impacts, equipment breakdowns, project delays, and shifting contractor priorities.

One of the priorities identified during the Council Retreat earlier this year and during the Engineering SWOT Analysis was the desire to improve communication with the public. Since then, staff have been pursuing ways to take advantage of technology to help keep the public better informed. This presentation is meant to be a report back to the Council on steps that have been taken to improve public communication.

New Public Messaging Software (Yoppify)

Over the last few years, the State Legislature has implemented several new laws relating to secondary water with the overall goal of water conservation. In 2019, they passed a requirement for all secondary water connections to be metered. Legislation was then approved which provided

funding assistance to help water providers meet this requirement. This legislation led to the City being awarded \$5,000,000 in grant funds and \$1,875,000 in a low-interest loan for secondary water metering. HB 242 outlined water use reporting and education requirements for water service providers.

Recognizing an opportunity to help meet these educational requirements, Yoppify, a relatively new communication software company applied for and was awarded a grant through the Utah Governor's Office of Economic Opportunity. The grant provides funding for Yoppify to work with agencies who were awarded funding for metering projects to assist them in meeting the HB 242 Education Requirements. It covers consulting, configuration, and software licensing fees for 3 years.

Although the purpose of the grant was specific to secondary water education requirements, the software can be used to communicate with the public about a variety of issues to keep them informed and up to date. Heber City will be using this software to provide the public with Project Notifications and Utility Updates.

City Website Changes

In conjunction with recent updates to Heber City's website, several features were added or enhanced to help keep the public up to date. These include:

- Project Banners on the Main Page for Significant Projects or Announcements
- A Construction Projects Section which will provide a listing and description of major City Projects
- Information about Yoppify including how to sign up for notifications and listing of recent posts

Brief Demonstration of Yoppify and Website

The City has also initiated a mailer and social media campaign to help gather contact information for the Yoppify communication tool. The attached mailer is being sent out with the newsletter to let the public know about the tool and encourage people to sign up or update their contact information.

DISCUSSION

FISCAL IMPACT

CONCLUSION

It is anticipated that these efforts will help the City communicate better with the public regarding project and utility impacts.

ALTERNATIVES

No Action Required

POTENTIAL MOTIONS

No Action Required

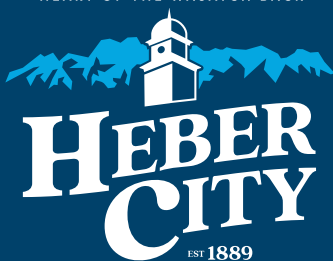
ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Mailer
2. Heber Yoppify Proposal

HEART OF THE WASATCH BACK



Dear Heber City Resident,

Heber City can now send text, email, and recorded phone messages to notify citizens of construction updates, road closures, service disruptions, or other relevant information.

If you want to receive these important notifications, **please update your contact information using the QR code at the bottom of this card or by visiting the website below.** Heber City wants you to be directly notified with relevant and meaningful information about our city.

Thank you,
Heber City



Check this website
for more details
[www.heberut.gov/290/
Construction-Projects](http://www.heberut.gov/290/Construction-Projects)

HEART OF THE WASATCH BACK



*Thank you
for being an
informed
citizen*

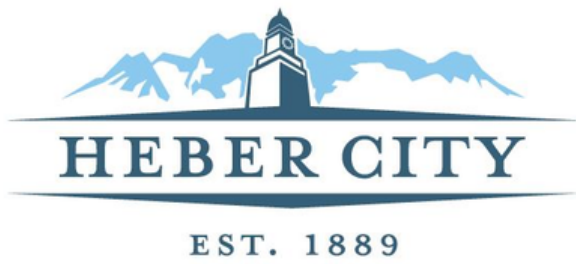


Check this website
for more details

[www.heberut.gov/290/
Construction-Projects](http://www.heberut.gov/290/Construction-Projects)



HEBERUT.GOV



SECONDARY METERING PROJECT PROPOSAL



PROPOSAL CONTACT

Todd Schultz
Todd@yoppify.com
801-897-8633



TIME-LIMITED PROPOSAL FOR HEBER CITY, UTAH.

This proposal provides an overview of Yoppify's software, consulting, and analytics services. These services are available without charge to a limited number of Utah agencies through a grant from the Utah Governor's Office of Economic Opportunity.

Due to the nature of Yoppify's funding, this offer is time-limited. Yoppify will hold a provisional reservation of funding for Heber City until **January 31, 2024**. During this period, there is no obligation for the city; we understand that you may need time for due diligence, such as reviewing the offer with your city council or conducting further investigations.

If you are interested in proceeding or require additional time for consideration, kindly inform us by **January 31, 2024**. This will allow us to maintain your reservation while you complete your internal processes. However, if we do not receive a request to continue holding these funds on your behalf, or if you decide that this opportunity does not align with Heber City's current needs, please inform us at your earliest convenience. In such a case, we will reallocate the funds to another eligible agency. We hope this offer aligns with Heber City's goals and look forward to potentially collaborating with you.

Best Regards,



Todd Schultz

Contact

✉ todd@yoppify.com
🌐 www.yoppify.com
☎ 385-200-yopp ext 101

PROACTIVE MESSAGING

- Notify residents of events that impact them.

WATER CONSERVATION

- Target conservation programs to high water users
- Send custom water use feedback based on monthly bills or meter data

EMERGENCY RESPONSE

- Be prepared for boil orders, mainline breaks, & water quality events
- Send emergency updates in minutes

UTILITY OPERATIONS

- Deliver payment alerts and shut off notices without going door to door

CUSTOMER SERVICE

- Streamline processes with digital forms & an information hub
- Track conversation histories and contact details



WHAT IS YOPPIFY?

PROACTIVE COMMUNICATION MADE SIMPLE.

Yoppify makes important conversations between cities and residents possible.

From delivering feedback to high water users to notifying residents about upcoming meter installs, Yoppify offers a comprehensive solution to the communication gaps water agencies face.

With multiple channels for communication including chat, text, phone call, email, postcards, and printed letters, Yoppify makes it possible for water providers to get the right message to the right people at the right time.



WEB
NOTICES



CHAT



EMAIL



TEXT



PHONE
CALL



MAILER

AVAILABLE SERVICES FOR HEBER CITY

01

Consulting & Analytics Services

With more than 30 years of experience in the water industry, Yoppify's team of consultants can help guide messaging strategies and provide insightful analytics to ensure successful implementation of Heber City's metering project. Using analytics, Yoppify can identify high water users and select residents for targeted resources and incentives.

02

Messaging Services

Yoppify offers a comprehensive messaging service that allows water providers to send messages to residents via text, email, phone call, postcard, or printed letter. Contacts can be selected individually, from a map, or by uploading a list.

03

Communication Hub

Yoppify's communication hub facilitates two-way messaging with residents and allows staff to respond to incoming messages quickly.

04

Water Use Feedback

Yoppify provides a cost-effective alternative to traditional web portals or water bills by allowing agencies to send water use feedback to residents through text and email. While monthly billings can cost thousands of dollars in postage alone, digital statements are delivered for pennies—while also being more likely to be seen.



Meeting Education Requirements of HB 242

Yoppify makes it possible for the benefits of meter data to be directly shared with the public in a cost-effective and targeted way. Messaging using Yoppify's tools meets the Educational Requirements of HB 242.

01

Deliver Water Use Feedback

Yoppify allows agencies to send residents water use feedback using text, email, or printed statements. Messages can be customized to include social comparisons, watering recommendations, or links to targeted conservation rebates.

02

Enhance Existing Tools

Yoppify can enhance the effectiveness of existing web portals or other tools by encouraging logins when they matter most. For example, when a smart water meter indicates a potential water leak or when there has been excessive water use in a specified period.

03

Drive Positive Action

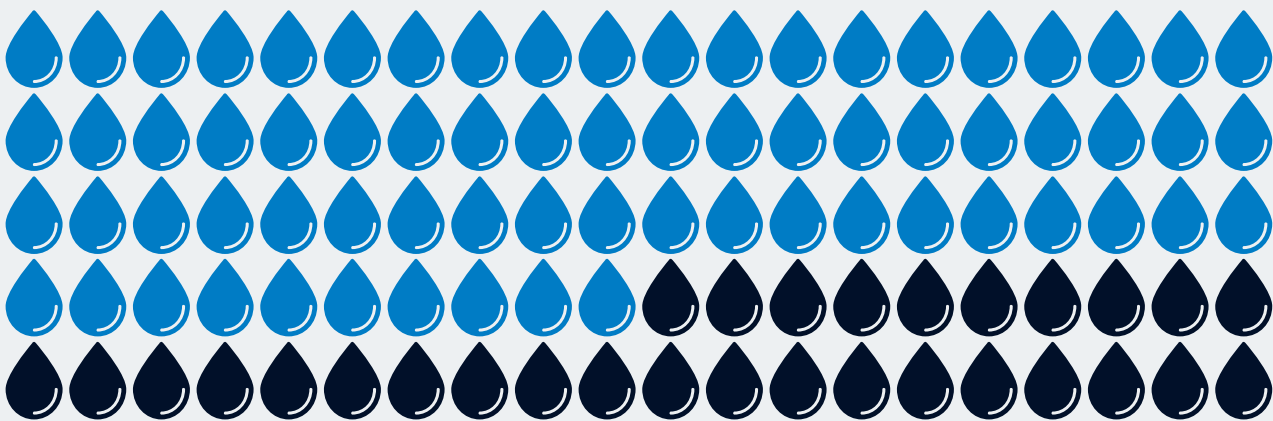
while customer web portals are designed to display water use information, Yoppify was created to add context to this information. With Yoppify's analytics, messages can be positioned for residents to better understand their water use and take action.

PROVEN WATER SAVINGS

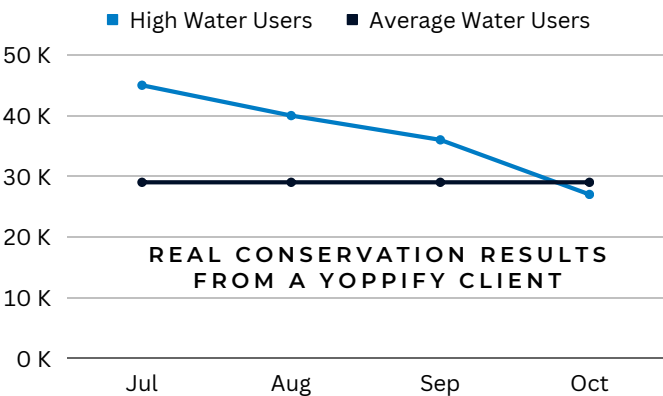
Yoppify makes it possible to deliver the right (conservation) message to the right residents at the right time.

70% OF WATER

IS USED BY 25% OF YOUR CUSTOMERS,



Yoppify offers an innovative data-driven approach to water conservation that helps cities target their high water users with customized messaging and resources. Our approach can achieve water savings while maximizing conservation budgets. With Yoppify's help, you can reach your residents who have the greatest capacity to conserve.



YOPPIFY'S ADVANTAGE:

Yoppify's low-cost channels for communication, including text, email, phone call, and chat, require minimal staff time, no production costs, and can be sent with immediate delivery. Beyond its secondary metering project, Heber City can use Yoppify to send billing reminders, notify residents of upcoming service disruptions, and to share other important information about Heber City's operations.

- Messages will be delivered using channels that are most likely to be seen and using words that residents can understand.
- Options for receiving additional water use insights will empower residents to learn more.
- Information will be delivered without requiring residents to login to a customer web portal.
- Targeted promotion of rebate programs is possible through text and email.



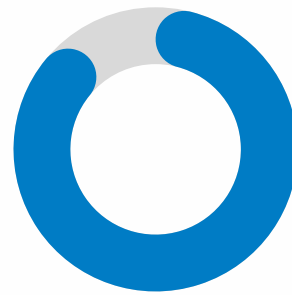
15%

The percentage of water users who log in to online web portals.



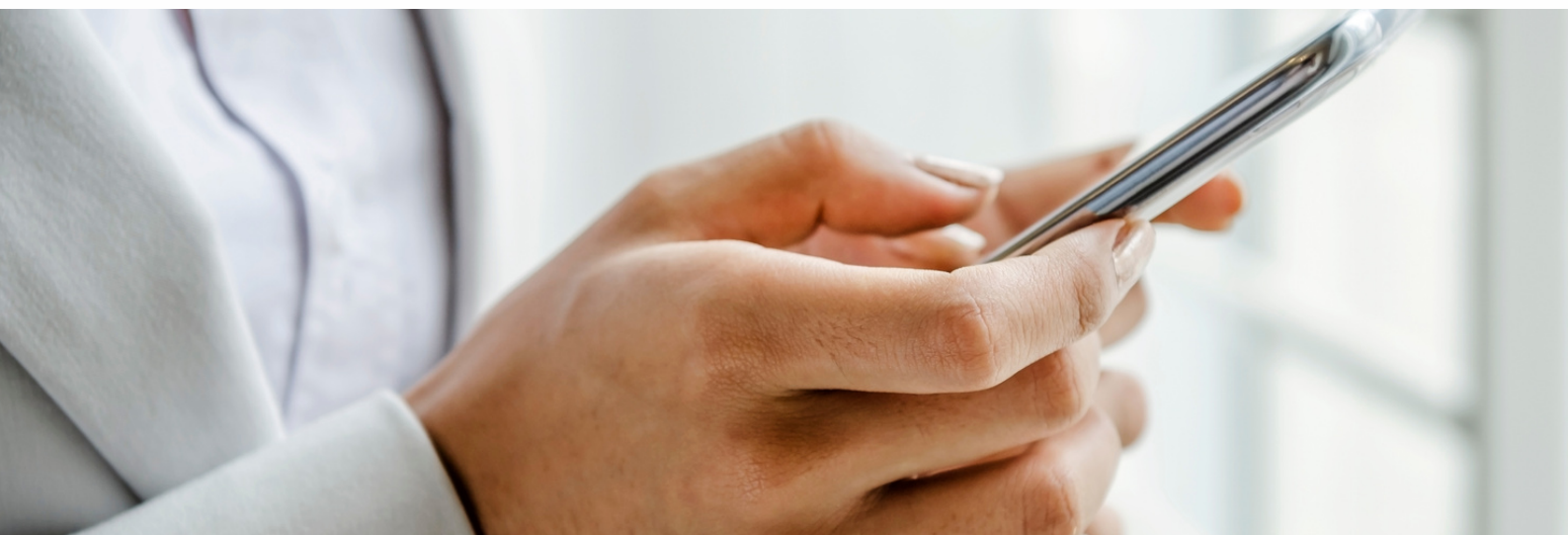
50%

The percentage of water users who read bill inserts



90%

The percentage of text messages that are opened within three minutes.



IMPLEMENTATION

01



Contact Integration

Yoppify will import existing contact information for each water account into a contact management system. This process will include validation of existing phone numbers and email addresses as well as the identification of any missing contacts or service locations. Following the initial contact integration, Yoppify will assist Heber City in outreach efforts to collect missing information.

02



Public Outreach

Yoppify will assist Heber City with messaging before and during its meter project. Messages will help build trust with residents, alleviate potential concerns, and provide timely updates about the project's progress. Outreach will continue throughout the project period.

03



Meter Integration & Software Configuration

Special configurations of the Yoppify app will allow Heber City to send customized messaging to residents about their monthly water use.

04



Wateruse Feedback

Messages will be sent to residents directly using text and email. This will ensure that even residents who do not receive a monthly water bill can access information about the amount of water they use each month. Postcard and Letter statements will also be available at an additional charge.

PROJECT FUNDING



Governor's Office of Economic Opportunity

Yoppify is providing its services without charge to 10 Utah agencies thanks to a grant from the Governor's Office of Economic Opportunity.

Due to high demand, interested agencies should contact Yoppify promptly to reserve project funding.

FUNDING ELIGIBILITY

This funding is designated exclusively for agencies with secondary metering projects that have received support from the Utah Division of Water Resources.

Yoppify can help agencies meet the educational mandates of HB242 and provide effective resident communication at every stage of the meter installation process.

IN-KIND COMMITMENT

While agencies utilizing this grant funding will not incur any direct costs for Yoppify's services (excluding the cost of printed materials), Heber City must commit to providing in-kind time. This in-kind commitment will include staff time or other resources needed to support the project.

The services described in this proposal include Yoppify's top platform offering, consulting, and analytics services. Heber City may choose to enhance, reduce, or negotiate service levels after the initial three year period.

Yoppify has grant funding to cover the cost of implementation, consulting and services for the first 3 years.

PRICING BREAKDOWN

		Heber City Cost Share
Platform and Services (3 years)	\$42,373.32	\$0
Yoppify Annual Charge (project)	\$11,225.72	\$0
Include Postcard Credit per Year (3,294 postcards per year)	\$2,898.72	\$0
Consulting Services (3 years)	\$23,095.22	\$0
Reporting and Analytics (3 years)	\$39,324.29	\$0
Total Project Cost	\$104,792.83	\$0

FUNDING BREAKDOWN

GOEO Grant Funding	\$81,424.11
Yoppify Contribution	\$11,155.10
Heber City In-kind Contribution (staff time)	\$12,213.62
Total Project Budget	\$104,792.83

EVALUATION AND REPORTING

In order for Heber City to receive services funded by the grant awarded to Yoppify, the city must agree to share anonymized data on water usage. This data will be used to evaluate the effectiveness of the water conservation efforts resulting from the project. An independent evaluation of the project's results will be conducted by the Institute of Land, Water, and Air at Utah State University. The evaluation will help determine whether the project has been successful in achieving the desired outcomes for improving water supply and air quality in Utah. A copy of the final evaluation will be provided to Heber City.

Fraud Risk Assessment

Continued

*Total Points Earned: 365/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?		5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?	X	5
h. IT and computer security?	X	5
i. Cash receipting and deposits?		5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	X	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	X	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	X	20
7. Does the entity have or promote a fraud hotline?	X	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?	X	20

*Entity Name: Heber City Corporation

*Completed for Fiscal Year Ending: June 30, 2024 *Completion Date: June 1, 2024

*CAO Name: Matt Brower *CFO Name: Sara Nagel

*CAO Signature:  *CFO Signature: 

*Required



Heber City Council Staff Report

MEETING DATE: 6/4/2024
SUBJECT: Updated FY2025 Tentative Budget
RESPONSIBLE: Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE:

SUMMARY

After the City Council meeting on May 7, 2024, staff updated certain line items based on the feedback from the discussion over the tentative budget. Staff is presenting an updated tentative budget for the Council's consideration and review.

RECOMMENDATION

BACKGROUND

On May 7, 2024, Council held the second of two budget workshops to discuss the FY2025 budget. During the workshop, the Council agreed on the following budget items:

- Move forward with the Truth in Taxation process to increase property tax revenue by the estimated fund deficit of \$278,000
- Table all Business License Fee Increases pending further discussion in the fall
- Move forward with Utility Rate Adjustments
- Increase Employer HSA contribution to meet new IRS deductible threshold
- Provide a .7% subsidy for all Tier II Public Employees

Subsequently, Staff adjusted the related budget items to the tentative budget.

DISCUSSION

A separate public hearing about the Consolidated Fee Schedule will be held on June 18, 2024. Truth in Taxation public hearing is tentatively scheduled for August 20, 2024. Staff welcomes any questions from the Council to help clarify the above changes to the tentative budget.

FISCAL IMPACT

Fiscal impact can be reviewed with the attached tentative budget.

CONCLUSION

Staff submits the updated Tentative Budget for Council's consideration.

ALTERNATIVES

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Interfund Transfers FY25
2. Tentative Budget FY2025_5.29.24

Heber City Corporation
FY 2025 Budgeted Interfund Transfers

Interfund Transfer Schedule		
	Transfer From	Transfer To
General Fund (10)	200,532	
Debt Service Fund (31)		200,532
Airport Special Revenue Fund (21)	385,000	
Airport Capital Improvement Fund (41)		385,000
Public Safety Impact Fee Fund (43)	128,238	
Debt Service Fund (31)		128,238
Streets Impact Fee Fund (46)	20,657	
Debt Service Fund (31)		20,657
Transportation Tax Fund (48)	287,392	
Debt Service Fund (31)		287,392
Class C Road Funds (49)	665,000	
Debt Service Fund (31)		665,000
Class C Road Funds (49)	151,000	
Capital Improvement Fund (42)		151,000
Culinary Water Fund (51)	3,500,000	
Culinary Water Capital Fund (66)		3,500,000
Sewer Water Fund (52)	2,600,000	
Sewer Water Capital Fund (67)		2,600,000
Stormwater Fund (54)	265,000	
Stormwater Capital Fund (68)		265,000
Pressurized Irrigation Fund (55)	3,370,000	
Pressurized Irrigation Capital Fund (69)		3,370,000
Sewer Water Capital Fund (67)	1,915,750	
Culinary Water Capital Fund (66)		1,915,750
Total Transfers	13,488,569	13,488,569

Heber City Corporation
FY 2025 Budgeted Interfund Transfers

Transfer Summary		
	Transfer From	Transfer To
General Fund (10)	200,532	
Airport Special Revenue Fund (21)	385,000	
Debt Service Fund (31)		1,301,819
Airport Capital Improvement Fund (41)		385,000
Capital Improvement Fund (42)		151,000
Public Safety Impact Fee Fund (43)	128,238	
Streets Impact Fee Fund (46)	20,657	
Transportation Tax Fund (48)	287,392	
Class C Road Funds (49)	816,000	
Culinary Water Fund (51)	3,500,000	
Sewer Water Fund (52)	2,600,000	
Stormwater Fund (54)	265,000	
Pressurized Irrigation Fund (55)	3,370,000	
Culinary Water Capital Fund (66)		5,415,750
Sewer Water Capital Fund (67)	1,915,750	2,600,000
Stormwater Capital Fund (68)		265,000
Pressurized Irrigation Capital Fund (69)		3,370,000
Total Transfers	13,488,569	13,488,569



Heber City Corporation **Digital Budget Book**



Tentative Version



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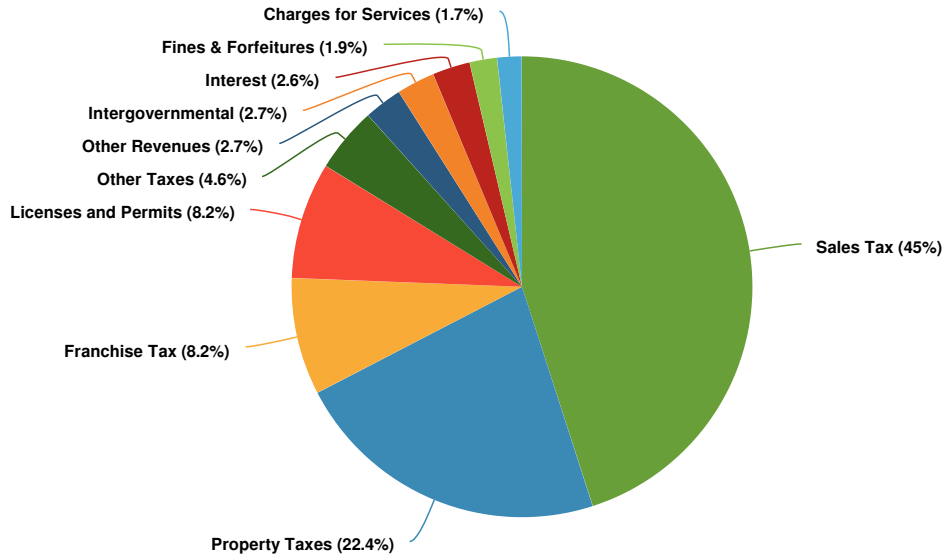
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DEPARTMENTS

General Fund Revenues

Revenues by Source

Projected 2025 Revenues by Source

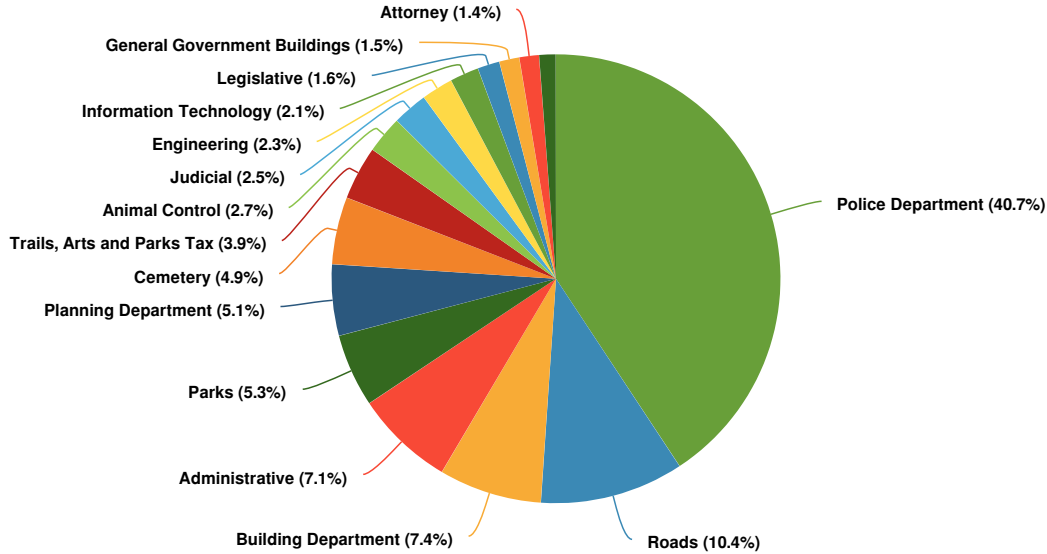


Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Property Taxes	\$2,259,818	\$2,393,092	\$3,114,456	\$2,809,657	\$3,504,783	12.5%
Sales Tax	\$6,104,249	\$6,452,700	\$6,973,551	\$6,623,072	\$7,055,534	1.2%
Franchise Tax	\$1,161,651	\$1,385,399	\$1,135,000	\$1,101,654	\$1,285,659	13.3%
Other Taxes	\$138,826	\$207,957	\$700,000	\$723,159	\$715,000	2.1%
Licenses and Permits	\$1,840,738	\$1,782,232	\$1,181,385	\$1,598,475	\$1,282,695	8.6%
Charges for Services	\$297,837	\$269,467	\$271,000	\$235,500	\$271,500	0.2%
Intergovernmental	\$409,712	\$422,484	\$415,200	\$576,263	\$418,828	0.9%
Fines & Forfeitures	\$305,160	\$395,624	\$257,000	\$451,000	\$301,000	17.1%
Interest	\$58,238	\$1,723,409	\$300,000	\$466,600	\$414,369	38.1%
Other Revenues	\$386,593	\$264,460	\$658,238	\$690,925	\$418,870	-36.4%
Total Revenue Source:	\$12,962,822	\$15,296,824	\$15,005,830	\$15,276,305	\$15,668,238	4.4%

General Fund Expenditures

Expenditures by Function

Budgeted Expenditures by Function



Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures						
Legislative	\$344,069	\$342,385	\$340,844	\$346,535	\$246,115	-27.8%
Judicial	\$256,771	\$322,024	\$368,856	\$377,677	\$392,027	6.3%
Administrative	\$1,361,577	\$1,698,035	\$957,294	\$950,472	\$1,105,627	15.5%
General Government Buildings	\$171,823	\$197,363	\$220,328	\$222,543	\$224,695	2%
Attorney	\$233,719	\$251,895	\$379,008	\$243,713	\$217,647	-42.6%
Human Resources	\$0	\$0	\$159,415	\$155,844	\$186,550	17%
Information Technology	\$0	\$0	\$170,504	\$168,244	\$322,220	89%
Engineering	\$654,671	\$739,595	\$361,042	\$379,563	\$352,695	-2.3%
Building Department	\$896,806	\$1,015,285	\$867,528	\$1,030,882	\$1,145,464	32%
Planning Department	\$594,118	\$743,591	\$831,029	\$721,076	\$792,131	-4.7%
Police Department	\$4,190,446	\$5,092,801	\$5,960,828	\$6,091,826	\$6,298,307	5.7%
Animal Control	\$334,696	\$371,338	\$416,886	\$409,125	\$414,226	-0.6%
Roads	\$1,178,247	\$1,453,836	\$1,770,748	\$1,639,380	\$1,604,264	-9.4%
Parks	\$577,462	\$524,288	\$746,813	\$753,055	\$814,823	9.1%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Trails, Arts and Parks Tax	\$0	\$0	\$600,000	\$584,000	\$600,000	0%
Cemetery	\$467,943	\$485,332	\$705,959	\$602,573	\$750,914	6.4%
Total Expenditures:	\$11,262,348	\$13,237,768	\$14,857,082	\$14,676,508	\$15,467,706	4.1%

Legislative Department

The Legislative Department is responsible for the administration of all affairs of the City.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$224,039	\$160,164	\$155,780	\$159,500	\$158,249	1.6%
EMPLOYEE BENEFITS	\$13,974	\$12,872	\$2,025	\$2,300	\$154	-92.4%
FICA AND MEDICARE	\$0	\$0	\$11,917	\$10,300	\$12,253	2.8%
Total Salaries and Benefits:	\$238,013	\$173,036	\$169,722	\$172,100	\$170,655	0.6%
Operations						
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$12,209	\$30,031	\$16,000	\$16,500	\$17,000	6.3%
TRAVEL	\$4,231	\$3,462	\$5,000	\$5,000	\$5,000	0%
OFFICE SUPPLIES	\$272	\$260	\$200	\$300	\$200	0%
UTILITIES	\$0	\$0	\$0	\$0	\$1,430	N/A
TELEPHONE	\$2,967	\$5,606	\$2,500	\$3,000	\$4,580	83.2%
PROF. & TECHNICAL SERVICES	\$4,771	\$31,652	\$5,000	\$5,000	\$0	-100%
MEALS	\$0	\$0	\$2,000	\$5,000	\$2,500	25%
ELECTION COSTS	\$10,545	\$43	\$30,000	\$17,000	\$0	-100%
INSURANCE	\$2,560	\$2,957	\$3,120	\$3,000	\$3,300	5.8%
MISCELLANEOUS	\$20	\$1,579	\$1,600	\$1,600	\$1,000	-37.5%
EQUIPMENT	\$593	\$364	\$250	\$250	\$450	80%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$2,895	\$2,895	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$2,557	\$3,840	\$0	-100%
DISCRETIONARY FUNDS	\$67,888	\$93,395	\$100,000	\$100,000	\$40,000	-60%
Total Operations:	\$106,056	\$169,349	\$171,122	\$163,385	\$75,460	-55.9%
Capital Outlay						
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$11,050	\$0	0%
Total Capital Outlay:	\$0	\$0	\$0	\$11,050	\$0	0%
Total General Fund:	\$344,069	\$342,385	\$340,844	\$346,535	\$246,115	-27.8%

Judicial Department

The Judicial Department is responsible for interpreting and applying the law in the name of the City.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$169,175	\$216,142	\$200,500	\$248,800	\$258,937	29.1%
OVERTIME	\$694	\$487	\$700	\$800	\$0	-100%
EMPLOYEE BENEFITS	\$63,858	\$76,212	\$111,050	\$70,200	\$78,380	-29.4%
FICA AND MEDICARE	\$0	\$0	\$15,338	\$16,200	\$20,530	33.9%
Total Salaries and Benefits:	\$233,727	\$292,841	\$327,588	\$336,000	\$357,847	9.2%
Operations						
BOOKS, SUBSCRIPT & MEMBERSHIP	\$66	\$168	\$550	\$550	\$600	9.1%
TRAVEL	\$893	\$1,499	\$2,850	\$2,850	\$2,000	-29.8%
OFFICE SUPPLIES	\$2,125	\$2,354	\$4,040	\$3,500	\$3,500	-13.4%
EQUIP. MAINTENANCE	\$623	\$610	\$1,100	\$1,100	\$1,100	0%
UTILITIES	\$10,551	\$11,697	\$13,200	\$13,200	\$12,870	-2.5%
TELEPHONE	\$490	\$998	\$550	\$1,300	\$710	29.1%
PROFESSIONAL SERVICES	\$6,430	\$7,312	\$6,500	\$5,200	\$5,200	-20%
INSURANCE	\$1,707	\$1,971	\$2,100	\$2,100	\$2,200	4.8%
MISCELLANEOUS	\$107	\$1,331	\$4,000	\$4,000	\$4,000	0%
EQUIPMENT	\$52	\$1,243	\$0	\$0	\$2,000	N/A
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$3,387	\$3,387	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$2,991	\$4,490	\$0	-100%
Total Operations:	\$23,044	\$29,183	\$41,268	\$41,677	\$34,180	-17.2%
Total General Fund:	\$256,771	\$322,024	\$368,856	\$377,677	\$392,027	6.3%
Total General Fund:	\$256,771	\$322,024	\$368,856	\$377,677	\$392,027	6.3%
Total General Fund:	\$256,771	\$322,024	\$368,856	\$377,677	\$392,027	6.3%

Administrative Department

The Administrative Department offers a wide range of services to citizens, elected officials and city staff. This department is responsible for cash receipts, recording financial transactions, banking, and cash management. This department also assists the City Manager in developing the annual city budget and is responsible for maintaining and accounting for changes in the approved budget.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$773,914	\$918,309	\$379,239	\$382,200	\$420,360	10.8%
OVERTIME	\$8,165	\$8,148	\$7,000	\$9,600	\$3,807	-45.6%
EMPLOYEE BENEFITS	\$293,167	\$310,972	\$123,543	\$121,500	\$138,583	12.2%
FICA AND MEDICARE	\$0	\$0	\$29,120	\$25,200	\$34,228	17.5%
Total Salaries and Benefits:	\$1,075,246	\$1,237,429	\$538,902	\$538,500	\$596,977	10.8%
Operations						
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$7,711	\$8,968	\$8,504	\$8,504	\$8,500	0%
PUBLIC NOTICES	\$3,067	\$3,599	\$2,935	\$3,500	\$3,500	19.3%
TRAVEL	\$11,026	\$11,039	\$10,285	\$9,000	\$11,110	8%
OFFICE SUPPLIES	\$4,838	\$4,824	\$9,900	\$4,900	\$5,000	-49.5%
EQUIP. SUPPLIES & MAINTENANCE	\$7,897	\$5,039	\$9,100	\$9,100	\$5,000	-45.1%
UTILITIES	\$12,602	\$16,092	\$16,000	\$13,000	\$4,810	-69.9%
TELEPHONE	\$4,724	\$4,762	\$3,900	\$4,000	\$3,880	-0.5%
PROFESSIONAL SERVICES	\$84,745	\$237,520	\$146,944	\$315,854	\$341,000	132.1%
TRAINING	\$11,031	\$15,429	\$25,438	\$20,000	\$12,500	-50.9%
MEALS	\$0	\$0	\$1,000	\$1,700	\$2,000	100%
COURT APPT. ATTN & TRANSLATOR	\$27,321	\$32,768	\$27,000	\$18,000	\$18,000	-33.3%
SPECIAL SUPPLIES	\$3,877	\$2,058	\$0	\$750	\$750	N/A
BUSINESS LICENSING	\$437	\$364	\$450	\$450	\$450	0%
INSURANCE	\$2,899	\$2,957	\$3,200	\$3,800	\$4,100	28.1%
MISCELLANEOUS	\$55,164	\$67,622	\$80,400	\$65,000	\$65,000	-19.2%
EQUIPMENT	\$5,046	\$5,598	\$8,500	\$2,700	\$3,000	-64.7%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$15,194	\$15,194	\$0	-100%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
CITY MANAGER DISCRETIONARY	\$35,572	\$33,461	\$40,000	\$40,000	\$30,000	-25%
INTERNAL SERVICE OFFSET	\$0	\$0	\$0	-\$130,480	-\$31,300	N/A
Total Operations:	\$277,957	\$452,100	\$408,750	\$404,972	\$487,300	19.2%
Capital Outlay						
INTERNAL SERVICE CHARGE - FLEET	\$0	\$0	\$2,642	\$0	\$14,350	443.1%
LEADERSHIP ACADEMY	\$8,374	\$8,506	\$7,000	\$7,000	\$7,000	0%
Total Capital Outlay:	\$8,374	\$8,506	\$9,642	\$7,000	\$21,350	121.4%
Total General Fund:	\$1,361,577	\$1,698,035	\$957,294	\$950,472	\$1,105,627	15.5%
Total General Fund:	\$1,361,577	\$1,698,035	\$957,294	\$950,472	\$1,105,627	15.5%
Total General Fund:	\$1,361,577	\$1,698,035	\$957,294	\$950,472	\$1,105,627	15.5%

General Government Buildings

The General Government Buildings Department coordinates and provides city wide building services including maintenance, repairs, minor construction, modifications, and improvements.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$45,798	\$54,678	\$62,085	\$58,300	\$63,123	1.7%
OVERTIME	\$1,911	\$3,512	\$2,000	\$3,100	\$1,505	-24.8%
EMPLOYEE BENEFITS	\$28,418	\$31,925	\$33,180	\$30,700	\$31,276	-5.7%
FICA AND MEDICARE	\$0	\$0	\$4,750	\$4,000	\$4,972	4.7%
Total Salaries and Benefits:	\$76,127	\$90,115	\$102,015	\$96,100	\$100,875	-1.1%
Operations						
UNIFORM ALLOWANCE	\$1,561	\$294	\$1,100	\$200	\$300	-72.7%
TRAVEL	\$0	\$0	\$500	\$300	\$500	0%
OFFICE SUPPLIES	\$16	\$0	\$100	\$100	\$100	0%
EQUIP. SUPPLIES & MAINTENANCE	\$299	\$261	\$1,700	\$1,700	\$1,500	-11.8%
BUILDINGS & GROUNDS	\$57,696	\$55,499	\$60,000	\$65,000	\$60,000	0%
UTILITIES	\$3,162	\$351	\$400	\$400	\$420	5%
TELEPHONE	\$752	\$869	\$400	\$1,300	\$900	125%
PROFESSIONAL SERVICES	\$11,407	\$28,327	\$24,885	\$24,885	\$25,600	2.9%
TRAINING	\$0	\$0	\$1,500	\$0	\$1,500	0%
MEALS	\$0	\$0	\$0	\$100	\$200	N/A
SPECIAL SUPPLIES	\$71	\$34	\$5,000	\$5,000	\$5,000	0%
INSURANCE	\$13,341	\$15,531	\$15,700	\$17,100	\$19,000	21%
EQUIPMENT	\$1,492	\$183	\$2,400	\$2,400	\$3,000	25%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$928	\$928	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$820	\$1,230	\$0	-100%
Total Operations:	\$89,797	\$101,349	\$115,433	\$120,643	\$118,020	2.2%
Capital Outlay						
INTERNAL SERVICE CHARGES - FLEET	\$5,899	\$5,899	\$2,880	\$5,800	\$5,800	101.4%
Total Capital Outlay:	\$5,899	\$5,899	\$2,880	\$5,800	\$5,800	101.4%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Total General Fund:	\$171,823	\$197,363	\$220,328	\$222,543	\$224,695	2%
Total General Fund:	\$171,823	\$197,363	\$220,328	\$222,543	\$224,695	2%
Total General Fund:	\$171,823	\$197,363	\$220,328	\$222,543	\$224,695	2%

Attorney Department

The City Attorney is the legal adviser and attorney for all officials, officers, and departments of the City. This department represents the City in all litigation and proceedings. The Attorney is also involved in drafting and reviewing ordinances, resolutions, policies and procedures, and contracts prior to consideration by the City Council. This department also includes the City Prosecutor, whom is responsible for prosecuting all criminal cases on behalf of the City.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$159,798	\$160,222	\$138,300	\$141,000	\$148,253	7.2%
OVERTIME	\$0	\$0	\$0	\$5,000	\$410	N/A
EMPLOYEE BENEFITS	\$65,157	\$69,905	\$65,715	\$69,600	\$48,662	-25.9%
FICA AND MEDICARE	\$0	\$0	\$10,580	\$10,800	\$11,031	4.3%
Total Salaries and Benefits:	\$224,955	\$230,127	\$214,595	\$226,400	\$208,357	-2.9%
Operations						
UNIFORM ALLOWANCE	\$0	\$120	\$0	\$200	\$200	N/A
BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	\$1,387	\$0	\$200	\$700	\$700	250%
PUBLIC NOTICES	\$0	\$80	\$0	\$0	\$0	0%
TRAVEL	\$1,610	\$2,666	\$1,000	\$1,600	\$1,600	60%
OFFICE SUPPLIES	\$355	\$375	\$250	\$250	\$250	0%
EQUIPMENT, SUPPLIES & MAINTENANCE	\$1,707	\$1,728	\$1,500	\$1,000	\$1,000	-33.3%
UTILITIES	\$182	\$209	\$250	\$250	\$1,430	472%
TELEPHONE	\$1,530	\$1,570	\$1,590	\$1,590	\$1,210	-23.9%
PROFESSIONAL SERVICES	\$907	\$13,394	\$151,250	\$0	\$0	-100%
TRAINING	\$838	\$1,339	\$1,000	\$1,200	\$1,500	50%
MEALS	\$0	\$0	\$0	\$400	\$400	N/A
SPECIAL SUPPLIES	\$0	\$0	\$0	\$250	\$0	0%
INSURANCE	\$0	\$0	\$550	\$550	\$0	-100%
MISCELLANEOUS	\$0	\$0	\$0	\$500	\$500	N/A
EQUIPMENT	\$248	\$287	\$250	\$750	\$500	100%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$3,386	\$3,386	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$2,990	\$4,490	\$0	-100%
Total Operations:	\$8,764	\$21,768	\$164,216	\$17,116	\$9,290	-94.3%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Capital Outlay						
INTERNAL SERVICE CHARGE - FLEET	\$0	\$0	\$197	\$197	\$0	-100%
Total Capital Outlay:	\$0	\$0	\$197	\$197	\$0	-100%
Total General Fund:	\$233,719	\$251,895	\$379,008	\$243,713	\$217,647	-42.6%
Total General Fund:	\$233,719	\$251,895	\$379,008	\$243,713	\$217,647	-42.6%
Total General Fund:	\$233,719	\$251,895	\$379,008	\$243,713	\$217,647	-42.6%

Human Resources Department

The Human Resources Department is responsible for human capital management, maintaining personnel policies and procedures, understanding and implementing employee law, and managing employee benefits such as health and worker's compensation insurance, URS retirement programs.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$0	\$0	\$46,876	\$48,600	\$97,263	107.5%
EMPLOYEE BENEFITS	\$0	\$0	\$50,959	\$17,600	\$25,973	-49%
FICA AND MEDICARE	\$0	\$0	\$3,585	\$2,700	\$7,485	108.8%
Total Salaries and Benefits:	\$0	\$0	\$101,420	\$68,900	\$130,721	28.9%
Operations						
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$0	\$0	\$4,520	\$3,000	\$768	-83%
PUBLIC NOTICES	\$0	\$0	\$2,100	\$200	\$0	-100%
TRAVEL	\$0	\$0	\$80	\$85	\$1,590	1,887.5%
OFFICE SUPPLIES	\$0	\$0	\$400	\$600	\$519	29.7%
UTILITIES	\$0	\$0	\$1,200	\$1,200	\$720	-40%
TELEPHONE	\$0	\$0	\$480	\$480	\$1,210	152.1%
PROFESSIONAL SERVICES	\$0	\$0	\$16,411	\$27,927	\$20,700	26.1%
TRAINING	\$0	\$0	\$379	\$1,777	\$2,258	495.8%
MEALS	\$0	\$0	\$425	\$4,200	\$5,330	1,154.1%
RECRUITING	\$0	\$0	\$14,000	\$13,000	\$3,810	-72.8%
SPECIAL SUPPLIES	\$0	\$0	\$18,000	\$34,475	\$28,025	55.7%
INTERNAL SERVICE OFFSET	\$0	\$0	\$0	\$0	-\$9,100	N/A
Total Operations:	\$0	\$0	\$57,995	\$86,944	\$55,830	-3.7%
Total General Fund:	\$0	\$0	\$159,415	\$155,844	\$186,550	17%
Total General Fund:	\$0	\$0	\$159,415	\$155,844	\$186,550	17%
Total General Fund:	\$0	\$0	\$159,415	\$155,844	\$186,550	17%

Information Technology Department

The Information Technology (IT) Department is responsible for procuring and maintaining all information systems and software for the City. The IT Department maintains the City's network servers, manages IT security threats and maintains all IT related equipment.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$0	\$0	\$66,040	\$68,700	\$51,810	-21.5%
EMPLOYEE BENEFITS	\$0	\$0	\$17,528	\$8,200	\$12,888	-26.5%
FICA AND MEDICARE	\$0	\$0	\$5,051	\$4,300	\$4,287	-15.1%
Total Salaries and Benefits:	\$0	\$0	\$88,619	\$81,200	\$68,985	-22.2%
Operations						
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$0	\$0	\$8,170	\$6,494	\$8,352	2.2%
OFFICE SUPPLIES	\$0	\$0	\$500	\$400	\$500	0%
EQUIPMENT, SUPPLIES & MAINTENANCE	\$0	\$0	\$5,850	\$5,400	\$8,000	36.8%
TELEPHONE	\$0	\$0	\$0	\$900	\$1,240	N/A
PROFESSIONAL SERVICES	\$0	\$0	\$36,535	\$163,000	\$257,843	605.7%
SPECIAL SUPPLIES	\$0	\$0	\$3,000	\$1,750	\$2,000	-33.3%
EQUIPMENT	\$0	\$0	\$27,830	\$23,100	\$17,900	-35.7%
INTERNAL SERVICE OFFSET	\$0	\$0	\$0	-\$114,000	-\$42,600	N/A
Total Operations:	\$0	\$0	\$81,885	\$87,044	\$253,235	209.3%
Total General Fund:	\$0	\$0	\$170,504	\$168,244	\$322,220	89%
Total General Fund:	\$0	\$0	\$170,504	\$168,244	\$322,220	89%
Total General Fund:	\$0	\$0	\$170,504	\$168,244	\$322,220	89%

Engineering Department

The Engineering Department provides engineering services to ensure the City grows and develops in a manner consistent with the City's mission statement and core values. The department is responsible for all engineering of streets and sidewalks. The department is the custodian of all engineering records and maps of the City, including plats, aerial photographs, and other documented information.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$403,271	\$434,854	\$150,159	\$157,100	\$152,831	1.8%
OVERTIME	\$61	\$80	\$500	\$100	\$66	-86.8%
EMPLOYEE BENEFITS	\$134,497	\$174,745	\$45,431	\$54,400	\$48,090	5.9%
FICA AND MEDICARE	\$0	\$0	\$11,487	\$11,000	\$11,933	3.9%
Total Salaries and Benefits:	\$537,829	\$609,679	\$207,577	\$222,600	\$212,920	2.6%
Operations						
BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	\$657	\$954	\$4,100	\$4,100	\$4,100	0%
PUBLIC NOTICES	\$1,049	\$0	\$0	\$0	\$0	0%
TRAVEL	\$3,509	\$2,280	\$5,050	\$5,050	\$5,050	0%
OFFICE SUPPLIES	\$916	\$867	\$2,300	\$2,300	\$2,300	0%
EQUIP. SUPPLIES & MAINTENANCE	\$8,763	\$472	\$1,000	\$1,000	\$1,000	0%
UTILITIES	\$182	\$209	\$300	\$275	\$3,390	1,030%
TELEPHONE	\$2,456	\$2,720	\$2,800	\$3,000	\$3,610	28.9%
PROFESSIONAL SERVICES	\$97,593	\$119,625	\$106,426	\$106,426	\$106,125	-0.3%
TRAINING	\$816	\$1,843	\$5,400	\$4,200	\$4,800	-11.1%
MEALS	\$0	\$68	\$0	\$1,200	\$1,200	N/A
EQUIPMENT	\$901	\$878	\$11,480	\$11,480	\$8,200	-28.6%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$7,526	\$7,526	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$6,647	\$9,970	\$0	-100%
Total Operations:	\$116,842	\$129,916	\$153,029	\$156,527	\$139,775	-8.7%
Capital Outlay						
INTERNAL SERVICE CHARGE - FLEET	\$0	\$0	\$436	\$436	\$0	-100%
Total Capital Outlay:	\$0	\$0	\$436	\$436	\$0	-100%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Total General Fund:	\$654,671	\$739,595	\$361,042	\$379,563	\$352,695	-2.3%
Total General Fund:	\$654,671	\$739,595	\$361,042	\$379,563	\$352,695	-2.3%
Total General Fund:	\$654,671	\$739,595	\$361,042	\$379,563	\$352,695	-2.3%

Building Department

The Building Department provides building plan reviews and inspections.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$281,999	\$426,116	\$456,580	\$446,800	\$546,010	19.6%
OVERTIME	\$5,116	\$802	\$2,000	\$1,200	\$1,945	-2.7%
EMPLOYEE BENEFITS	\$144,021	\$198,698	\$213,015	\$184,400	\$313,470	47.2%
FICA AND MEDICARE	\$0	\$0	\$34,928	\$28,800	\$41,919	20%
Total Salaries and Benefits:	\$431,136	\$625,616	\$706,523	\$661,200	\$903,344	27.9%
Operations						
UNIFORM ALLOWANCE	\$248	\$795	\$3,046	\$1,500	\$1,500	-50.8%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$1,145	\$2,585	\$1,700	\$750	\$950	-44.1%
TRAVEL	\$1,388	\$923	\$4,500	\$2,500	\$4,500	0%
OFFICE SUPPLIES	\$469	\$641	\$500	\$500	\$500	0%
EQUIPMENT REPAIR & SUPPLIES	\$343	\$1,052	\$1,500	\$1,500	\$950	-36.7%
UTILITIES	\$182	\$209	\$250	\$250	\$3,390	1,256%
TELEPHONE	\$2,217	\$3,516	\$3,600	\$3,600	\$3,020	-16.1%
GASOLINE	\$4,228	\$4,982	\$5,000	\$4,000	\$5,000	0%
PROFESSIONAL SERVICES	\$440,627	\$360,082	\$100,500	\$318,000	\$200,000	99%
TRAINING	\$960	\$2,745	\$6,000	\$4,000	\$6,000	0%
SPECIAL SUPPLIES	\$660	\$323	\$600	\$600	\$600	0%
INSURANCE	\$3,313	\$3,904	\$5,500	\$5,500	\$4,500	-18.2%
EQUIPMENT	\$371	\$537	\$1,100	\$3,000	\$1,100	0%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$5,952	\$5,952	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$5,257	\$7,880	\$0	-100%
Total Operations:	\$456,151	\$382,294	\$145,005	\$359,532	\$232,010	60%
Capital Outlay						
INTERNAL SERVICE CHARGE - FLEET	\$9,519	\$7,375	\$16,000	\$10,150	\$10,110	-36.8%
Total Capital Outlay:	\$9,519	\$7,375	\$16,000	\$10,150	\$10,110	-36.8%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Total General Fund:	\$896,806	\$1,015,285	\$867,528	\$1,030,882	\$1,145,464	32%
Total General Fund:	\$896,806	\$1,015,285	\$867,528	\$1,030,882	\$1,145,464	32%
Total General Fund:	\$896,806	\$1,015,285	\$867,528	\$1,030,882	\$1,145,464	32%

Planning Department

The Planning Department provides a centralized area where questions pertaining to licensing, zoning, and site plans can be answered. This department researches, analyzes, manages, and dispenses information pertaining to comprehensive planning, code amendments and land development regulations.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$289,675	\$318,462	\$384,540	\$377,400	\$411,317	7%
OVERTIME	\$6,955	\$5,837	\$5,000	\$5,200	\$5,016	0.3%
EMPLOYEE BENEFITS	\$149,973	\$148,368	\$165,755	\$150,600	\$144,162	-13%
FICA AND MEDICARE	\$0	\$0	\$29,417	\$24,200	\$31,886	8.4%
Total Salaries and Benefits:	\$446,603	\$472,667	\$584,712	\$557,400	\$592,381	1.3%
Operations						
UNIFORM ALLOWANCE	\$0	\$105	\$250	\$250	\$250	0%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$1,884	\$1,497	\$2,600	\$2,600	\$3,600	38.5%
PUBLIC NOTICES	\$76	\$135	\$2,000	\$2,000	\$2,000	0%
TRAVEL	\$2,328	\$10,426	\$9,100	\$5,700	\$33,000	262.6%
OFFICE SUPPLIES	\$1,796	\$675	\$2,000	\$1,000	\$1,000	-50%
EQUIP. SUPPLIES & MAINTENANCE	\$1,719	\$4,294	\$3,000	\$3,000	\$3,000	0%
UTILITIES	\$182	\$209	\$250	\$250	\$2,670	968%
TELEPHONE	\$2,313	\$2,234	\$2,000	\$2,000	\$1,920	-4%
GASOLINE	\$178	\$35	\$500	\$500	\$500	0%
PROFESSIONAL SERVICES	\$97,725	\$243,770	\$196,900	\$120,000	\$124,450	-36.8%
TRAINING	\$2,233	\$2,450	\$6,700	\$3,300	\$10,000	49.3%
MEALS	\$0	\$0	\$4,000	\$3,500	\$4,000	0%
SPECIAL SUPPLIES	\$525	\$1,266	\$400	\$400	\$200	-50%
FARMERS MARKET	\$32,639	-\$500	\$0	\$0	\$0	0%
INSURANCE	\$3,492	\$3,991	\$4,950	\$4,950	\$4,500	-9.1%
EQUIPMENT	\$425	\$337	\$350	\$350	\$8,660	2,374.3%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$5,809	\$5,809	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$5,131	\$7,690	\$0	-100%
Total Operations:	\$147,515	\$270,924	\$245,940	\$163,299	\$199,750	-18.8%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Capital Outlay						
INTERNAL SERVICE CHARGE - FLEET	\$0	\$0	\$377	\$377	\$0	-100%
Total Capital Outlay:	\$0	\$0	\$377	\$377	\$0	-100%
Total General Fund:	\$594,118	\$743,591	\$831,029	\$721,076	\$792,131	-4.7%
Total General Fund:	\$594,118	\$743,591	\$831,029	\$721,076	\$792,131	-4.7%
Total General Fund:	\$594,118	\$743,591	\$831,029	\$721,076	\$792,131	-4.7%

Police Department

The mission of the Police Department is to improve the quality of life by preserving the peace and safety of the community through the formation of partnerships, creating positive interaction between the public and police while continuing to serve the unique needs of the City.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$1,930,285	\$2,431,562	\$2,810,500	\$2,853,200	\$3,022,020	7.5%
OVERTIME	\$166,310	\$215,836	\$126,000	\$257,000	\$127,243	1%
EMPLOYEE BENEFITS	\$1,076,740	\$1,389,603	\$1,518,315	\$1,418,100	\$1,433,175	-5.6%
FICA AND MEDICARE	\$0	\$0	\$212,479	\$205,200	\$244,264	15%
Total Salaries and Benefits:	\$3,173,335	\$4,037,001	\$4,667,294	\$4,733,500	\$4,826,703	3.4%
Operations						
UNIFORM ALLOWANCE	\$33,153	\$37,895	\$29,000	\$36,000	\$32,200	11%
LIQUOR LAW ENFORCEMENT	\$27,811	\$20,480	\$27,000	\$27,000	\$25,000	-7.4%
BOOKS, SUBSCRIPT & MEMBERSHIP	\$121,067	\$146,128	\$144,040	\$120,000	\$20,583	-85.7%
PUBLIC NOTICES	\$297	\$979	\$0	\$0	\$0	0%
TRAVEL & TRAINING	\$27,882	\$42,584	\$33,000	\$40,000	\$39,100	18.5%
OFFICE SUPPLIES & SPECIAL SUPPLIES	\$46,448	\$47,565	\$39,000	\$43,000	\$35,000	-10.3%
EQUIP. SUPPLIES & MAINTENANCE	\$51,108	\$15,701	\$35,000	\$45,000	\$45,675	30.5%
FIREARMS	\$22,211	\$20,992	\$20,000	\$23,000	\$20,000	0%
UTILITIES & TELEPHONE	\$55,122	\$61,276	\$53,000	\$53,000	\$68,470	29.2%
GASOLINE & OIL	\$68,679	\$97,878	\$57,407	\$78,770	\$75,000	30.6%
LEGAL	\$0	\$0	\$0	\$28,786	\$25,000	N/A
PROFESSIONAL SERVICES	\$54,026	\$59,749	\$54,200	\$45,000	\$148,800	174.5%
CERT, VIPS, CROSSING GUARD	\$5,820	\$4,915	\$6,000	\$8,000	\$6,000	0%
MEALS	\$0	\$0	\$5,000	\$9,000	\$5,500	10%
EDUCATION	\$9,090	\$8,689	\$17,505	\$8,000	\$20,150	15.1%
BYRNE GRANT	\$74,603	\$11,166	\$35,000	\$35,000	\$0	-100%
INSURANCE	\$44,445	\$53,508	\$52,500	\$62,000	\$67,000	27.6%
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$5,000	N/A
EQUIPMENT	\$67,801	\$311,989	\$90,300	\$0	\$97,506	8%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$48,100	\$48,100	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$42,482	\$63,670	\$0	-100%
Total Operations:	\$709,563	\$941,494	\$788,534	\$773,326	\$735,984	-6.7%
Capital Outlay						
BUILDING	\$2,491	\$6,557	\$3,000	\$3,000	\$5,500	83.3%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$80,000	\$73,000	N/A
INTERNAL SERVICE CHARGE - FLEET	\$305,057	\$107,749	\$502,000	\$502,000	\$657,120	30.9%
Total Capital Outlay:	\$307,548	\$114,306	\$505,000	\$585,000	\$735,620	45.7%
Total General Fund:	\$4,190,446	\$5,092,801	\$5,960,828	\$6,091,826	\$6,298,307	5.7%

Animal Control Department

The mission of the Animal Control Department is to ensure that all animals are adopted and have a good home.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$200,544	\$208,473	\$215,640	\$222,100	\$219,921	2%
OVERTIME	\$3,066	\$2,933	\$5,000	\$3,000	\$4,425	-11.5%
EMPLOYEE BENEFITS	\$71,647	\$73,124	\$84,900	\$62,300	\$76,678	-9.7%
FICA AND MEDICARE	\$0	\$0	\$16,496	\$14,400	\$18,272	10.8%
Total Salaries and Benefits:	\$275,257	\$284,530	\$322,036	\$301,800	\$319,296	-0.9%
Operations						
UNIFORM ALLOWANCE	\$1,907	\$2,155	\$2,500	\$4,000	\$2,500	0%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$15,737	\$14,961	\$17,800	\$12,000	\$3,200	-82%
TRAVEL & TRAINING	\$2,153	\$3,489	\$4,200	\$4,200	\$4,500	7.1%
OFFICE SUPPLIES & SPECIAL SUPPLIES	\$3,619	\$7,563	\$5,800	\$5,800	\$6,200	6.9%
EQUIP. SUPPLIES & MAINTENANCE	\$4,156	\$6,973	\$7,800	\$3,000	\$3,000	-61.5%
UTILITIES & TELEPHONE	\$7,755	\$8,394	\$7,600	\$7,600	\$8,710	14.6%
GASOLINE & OIL	\$11,894	\$9,234	\$10,300	\$6,500	\$6,500	-36.9%
PROFESSIONAL SERVICES	\$1,645	\$4,599	\$6,450	\$6,450	\$4,300	-33.3%
TRAINING	\$0	\$0	\$0	\$7,000	\$0	0%
MEALS	\$0	\$0	\$0	\$0	\$800	N/A
EDUCATION	\$0	\$0	\$5,300	\$5,300	\$5,300	0%
INSURANCE	\$4,732	\$5,280	\$6,550	\$6,550	\$5,650	-13.7%
DISPATCH FEES	\$0	\$0	\$0	\$14,013	\$14,750	N/A
EQUIPMENT	\$5,104	\$22,114	\$9,500	\$11,800	\$7,000	-26.3%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$4,662	\$4,662	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$4,118	\$6,180	\$0	-100%
Total Operations:	\$58,702	\$84,762	\$92,580	\$105,055	\$72,410	-21.8%
Capital Outlay						
BUILDING - DOG POUND	\$737	\$2,046	\$2,000	\$2,000	\$1,000	-50%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
INTERNAL SERVICE CHARGE - FLEET	\$0	\$0	\$270	\$270	\$21,520	7,870.4%
Total Capital Outlay:	\$737	\$2,046	\$2,270	\$2,270	\$22,520	892.1%
Total General Fund:	\$334,696	\$371,338	\$416,886	\$409,125	\$414,226	-0.6%
Total General Fund:	\$334,696	\$371,338	\$416,886	\$409,125	\$414,226	-0.6%
Total General Fund:	\$334,696	\$371,338	\$416,886	\$409,125	\$414,226	-0.6%

Roads Department

The Roads Department, part of the City's Public Works function, is responsible for the maintenance of the City's street system, a vital part of infrastructure.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$343,177	\$386,762	\$526,300	\$440,200	\$422,075	-19.8%
OVERTIME	\$18,679	\$42,294	\$38,243	\$70,200	\$38,300	0.1%
EMPLOYEE BENEFITS	\$182,416	\$207,009	\$214,615	\$199,600	\$165,144	-23.1%
FICA AND MEDICARE	\$0	\$0	\$40,262	\$33,900	\$32,609	-19%
Total Salaries and Benefits:	\$544,272	\$636,065	\$819,420	\$743,900	\$658,128	-19.7%
Operations						
UNIFORM ALLOWANCE	\$6,654	\$8,103	\$10,008	\$10,008	\$10,900	8.9%
BOOKS, SUBSCRIPTIONS & SUPPLIES	\$386	\$1,502	\$3,540	\$3,000	\$2,100	-40.7%
PUBLIC NOTICES	\$3,985	\$4,700	\$3,700	\$3,700	\$3,700	0%
TRAVEL	\$2,093	\$1,629	\$7,500	\$5,500	\$6,500	-13.3%
OFFICE SUPPLIES	\$2,133	\$1,060	\$3,000	\$3,000	\$3,000	0%
EQUIP. SUPPLIES & MAINTENANCE	\$13,286	\$25,911	\$48,100	\$45,000	\$7,430	-84.6%
BUILDINGS & GROUNDS	\$7,169	\$11,429	\$17,400	\$12,000	\$11,000	-36.8%
UTILITIES	\$9,638	\$14,059	\$0	\$15,000	\$14,900	N/A
TELEPHONE	\$5,280	\$7,459	\$7,450	\$7,450	\$8,636	15.9%
GASOLINE & OIL	\$18,759	\$31,106	\$30,000	\$30,000	\$25,000	-16.7%
PROFESSIONAL SERVICES	\$65,085	\$69,965	\$70,090	\$65,000	\$32,310	-53.9%
TRAINING	\$4,740	\$6,511	\$5,900	\$4,500	\$4,500	-23.7%
STREET LIGHTS	\$25,460	\$11,108	\$35,000	\$30,000	\$45,000	28.6%
MEALS	\$0	\$0	\$2,100	\$2,100	\$2,100	0%
SPECIAL SUPPLIES	\$118,584	\$269,738	\$185,000	\$180,000	\$180,000	-2.7%
INSURANCE	\$37,967	\$43,211	\$43,613	\$44,605	\$49,100	12.6%
EQUIPMENT	\$36,446	\$62,539	\$122,958	\$75,000	\$39,350	-68%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$8,279	\$8,279	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$7,312	\$10,960	\$0	-100%
Total Operations:	\$357,665	\$570,030	\$610,950	\$555,102	\$445,526	-27.1%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Capital Outlay						
CURB & GUTTER	\$14,904	\$5,312	\$15,000	\$15,000	\$15,000	0%
INTERNAL SERVICE CHARGE - FLEET	\$261,406	\$242,429	\$325,378	\$325,378	\$485,610	49.2%
Total Capital Outlay:	\$276,310	\$247,741	\$340,378	\$340,378	\$500,610	47.1%
Total General Fund:	\$1,178,247	\$1,453,836	\$1,770,748	\$1,639,380	\$1,604,264	-9.4%
Total General Fund:	\$1,178,247	\$1,453,836	\$1,770,748	\$1,639,380	\$1,604,264	-9.4%
Total General Fund:	\$1,178,247	\$1,453,836	\$1,770,748	\$1,639,380	\$1,604,264	-9.4%

Parks Department

The Parks Department provides maintenance to all City owned and operated parks and trails.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$194,866	\$241,127	\$306,820	\$314,500	\$320,530	4.5%
OVERTIME	\$4,547	\$5,800	\$6,500	\$2,800	\$3,313	-49%
EMPLOYEE BENEFITS	\$82,642	\$104,106	\$134,220	\$133,400	\$124,993	-6.9%
FICA AND MEDICARE	\$0	\$0	\$23,472	\$19,700	\$25,509	8.7%
Total Salaries and Benefits:	\$282,055	\$351,033	\$471,012	\$470,400	\$474,345	0.7%
Operations						
UNIFORM ALLOWANCE	\$3,681	\$2,201	\$4,000	\$4,000	\$4,400	10%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$0	\$0	\$225	\$200	\$325	44.4%
PUBLIC NOTICE	\$54	\$47	\$0	\$0	\$0	0%
TRAVEL	\$434	\$1,062	\$900	\$1,495	\$1,575	75%
OFFICE SUPPLIES	\$522	\$225	\$1,000	\$800	\$800	-20%
EQUIP. SUPPLIES & MAINTENANCE	\$4,939	\$7,809	\$13,276	\$18,000	\$15,000	13%
BUILDINGS AND GROUNDS	\$473	\$2,462	\$23,500	\$23,500	\$24,900	6%
UTILITIES	\$5,669	\$6,981	\$6,500	\$6,500	\$8,830	35.8%
TELEPHONE	\$1,693	\$1,384	\$1,600	\$2,300	\$3,087	92.9%
GASOLINE & OIL	\$7,536	\$9,758	\$9,500	\$9,500	\$9,500	0%
PROFESSIONAL SERVICES	\$37,464	\$24,388	\$55,830	\$55,830	\$57,300	2.6%
TRAINING	\$350	\$545	\$1,550	\$610	\$1,100	-29%
MEALS	\$0	\$0	\$500	\$210	\$500	0%
SPECIAL SUPPLIES	\$51,144	\$28,790	\$29,000	\$29,000	\$29,000	0%
FARMERS MARKET	\$0	\$31,659	\$25,770	\$25,770	\$38,000	47.5%
INSURANCE	\$5,685	\$6,476	\$6,550	\$7,250	\$8,000	22.1%
MISCELLANEOUS	\$13,965	\$8,415	\$19,100	\$19,100	\$28,750	50.5%
EQUIPMENT	\$21,320	\$13,484	\$23,800	\$23,800	\$18,600	-21.8%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$3,590	\$3,590	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$3,170	\$4,760	\$0	-100%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Total Operations:	\$154,929	\$145,686	\$229,361	\$236,215	\$249,667	8.9%
Capital Outlay						
BUILDING	\$3,660	\$3,355	\$0	\$0	\$0	0%
CAPITAL EQUIPMENT	\$116,033	\$0	\$0	\$0	\$0	0%
INTERNAL SERVICE CHARGE - FLEET	\$20,785	\$24,214	\$46,440	\$46,440	\$90,810	95.5%
Total Capital Outlay:	\$140,478	\$27,569	\$46,440	\$46,440	\$90,810	95.5%
Total General Fund:	\$577,462	\$524,288	\$746,813	\$753,055	\$814,823	9.1%
Total General Fund:	\$577,462	\$524,288	\$746,813	\$753,055	\$814,823	9.1%
Total General Fund:	\$577,462	\$524,288	\$746,813	\$753,055	\$814,823	9.1%

Trails, Arts and Parks Tax

The Trails, Arts and Parks program is designed to improve cultural recreation facilities, arts programming, and local parks in Wasatch County.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Operations						
ART GRANTS	\$0	\$0	\$60,000	\$43,000	\$60,000	0%
Total Operations:	\$0	\$0	\$60,000	\$43,000	\$60,000	0%
Capital Outlay						
CAPITAL PROJECTS	\$0	\$0	\$492,110	\$400,000	\$125,000	-74.6%
Total Capital Outlay:	\$0	\$0	\$492,110	\$400,000	\$125,000	-74.6%
Other Operating						
RESTRICTED	\$0	\$0	\$47,890	\$141,000	\$415,000	766.6%
Total Other Operating:	\$0	\$0	\$47,890	\$141,000	\$415,000	766.6%
Total General Fund:	\$0	\$0	\$600,000	\$584,000	\$600,000	0%
Total General Fund:	\$0	\$0	\$600,000	\$584,000	\$600,000	0%
Total General Fund:	\$0	\$0	\$600,000	\$584,000	\$600,000	0%

Cemetery Department

The Cemetery Department oversees the care and maintenance of the City's cemetery.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$213,079	\$258,488	\$335,955	\$271,700	\$343,633	2.3%
OVERTIME	\$4,588	\$6,304	\$5,000	\$2,400	\$4,371	-12.6%
EMPLOYEE BENEFITS	\$93,420	\$115,265	\$146,680	\$115,600	\$136,500	-6.9%
FICA AND MEDICARE	\$0	\$0	\$25,701	\$16,700	\$27,408	6.6%
Total Salaries and Benefits:	\$311,087	\$380,057	\$513,336	\$406,400	\$511,911	-0.3%
Operations						
UNIFORM ALLOWANCE	\$3,681	\$2,581	\$4,000	\$4,000	\$4,400	10%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$0	\$0	\$225	\$170	\$325	44.4%
PUBLIC NOTICES	\$81	\$47	\$100	\$0	\$200	100%
TRAVEL	\$434	\$1,042	\$2,000	\$2,000	\$1,575	-21.2%
OFFICE SUPPLIES	\$1,661	\$583	\$1,500	\$800	\$1,500	0%
EQUIP. SUPPLIES & MAINTENANCE	\$4,356	\$7,956	\$13,276	\$18,000	\$15,000	13%
BUILDINGS AND GROUNDS	\$0	\$3,330	\$15,500	\$15,500	\$15,500	0%
UTILITIES	\$6,026	\$8,725	\$8,000	\$8,000	\$9,480	18.5%
TELEPHONE	\$2,048	\$2,048	\$2,500	\$2,500	\$3,663	46.5%
GASOLINE & OIL	\$9,059	\$10,730	\$11,000	\$11,000	\$11,000	0%
PROFESSIONAL SERVICES	\$25,461	\$6,544	\$18,180	\$18,180	\$18,180	0%
TRAINING	\$350	\$437	\$1,850	\$1,200	\$1,850	0%
MEALS	\$0	\$0	\$0	\$200	\$650	N/A
SPECIAL SUPPLIES	\$24,052	\$19,171	\$32,000	\$30,000	\$34,840	8.9%
INSURANCE	\$7,472	\$8,510	\$8,840	\$9,200	\$10,500	18.8%
MISCELLANEOUS	\$0	\$0	\$6,350	\$6,350	\$6,700	5.5%
EQUIPMENT	\$17,850	\$10,772	\$13,050	\$13,050	\$10,800	-17.2%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$4,018	\$4,018	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$3,549	\$5,320	\$0	-100%
Total Operations:	\$102,531	\$82,476	\$145,938	\$149,488	\$146,163	0.2%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Capital Outlay						
CAPITAL EQUIPMENT	\$34,955	\$0	\$0	\$0	\$0	0%
INTERNAL SERVICE CHARGE - FLEET	\$19,370	\$22,799	\$46,685	\$46,685	\$92,840	98.9%
Total Capital Outlay:	\$54,325	\$22,799	\$46,685	\$46,685	\$92,840	98.9%
Total General Fund:	\$467,943	\$485,332	\$705,959	\$602,573	\$750,914	6.4%
Total General Fund:	\$467,943	\$485,332	\$705,959	\$602,573	\$750,914	6.4%
Total General Fund:	\$467,943	\$485,332	\$705,959	\$602,573	\$750,914	6.4%

Transfers Expense Summary

This summary represents transfers of resources from the General Fund to those funds authorized to spend them. These transfers can include transfers to debt service funds, transfers to the capital projects fund, and other one-time transfers a the direction of the City Concil.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
All Funds						
General Fund						
General Fund						
General Fund	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532	-44.9%
Total General Fund:	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532	-44.9%
Total General Fund:	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532	-44.9%
Total All Funds:	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532	-44.9%

FUND SUMMARIES



General Fund (10)

General Fund Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$4,766,334	\$5,538,358	\$6,056,845	\$6,056,845	\$5,385,927
Revenues					
Property Taxes	\$2,259,818	\$2,393,092	\$3,114,456	\$2,809,657	\$3,504,783
Total Property Taxes:	\$2,259,818	\$2,393,092	\$3,114,456	\$2,809,657	\$3,504,783
Sales Tax	\$6,104,249	\$6,452,700	\$6,973,551	\$6,623,072	\$7,055,534
Total Sales Tax:	\$6,104,249	\$6,452,700	\$6,973,551	\$6,623,072	\$7,055,534
Franchise Tax	\$1,161,651	\$1,385,399	\$1,135,000	\$1,101,654	\$1,285,659
Total Franchise Tax:	\$1,161,651	\$1,385,399	\$1,135,000	\$1,101,654	\$1,285,659
Other Taxes	\$138,826	\$207,957	\$700,000	\$723,159	\$715,000
Total Other Taxes:	\$138,826	\$207,957	\$700,000	\$723,159	\$715,000
Licenses and Permits	\$1,840,738	\$1,782,232	\$1,181,385	\$1,598,475	\$1,282,695
Total Licenses and Permits:	\$1,840,738	\$1,782,232	\$1,181,385	\$1,598,475	\$1,282,695
Charges for Services	\$297,837	\$269,467	\$271,000	\$235,500	\$271,500
Total Charges for Services:	\$297,837	\$269,467	\$271,000	\$235,500	\$271,500
Intergovernmental					
Intergovernmental	\$0	\$0	\$0	\$0	\$41,400
Total Intergovernmental:	\$409,712	\$422,484	\$415,200	\$576,263	\$418,828
Fines & Forfeitures	\$305,160	\$395,624	\$257,000	\$451,000	\$301,000
Total Fines & Forfeitures:	\$305,160	\$395,624	\$257,000	\$451,000	\$301,000
Interest	\$58,238	\$1,723,409	\$300,000	\$466,600	\$414,369
Total Interest:	\$58,238	\$1,723,409	\$300,000	\$466,600	\$414,369
Other Revenues	\$386,593	\$264,460	\$658,238	\$690,925	\$418,870
Total Other Revenues:	\$386,593	\$264,460	\$658,238	\$690,925	\$418,870
Allocated Operational Costs & Contributions	\$97,011	\$78,374	\$22,506	\$3,550	\$0
Total Allocated Operational Costs & Contributions:	\$97,011	\$78,374	\$22,506	\$3,550	\$0
Allocated Operational Costs & Contributions from Surplus	\$882,991	\$992,641	\$367,435	\$51,389	\$0
Total Allocated Operational Costs & Contributions from Surplus:	\$882,991	\$992,641	\$367,435	\$51,389	\$0
Total Revenues:	\$13,942,824	\$16,367,839	\$15,395,771	\$15,331,244	\$15,668,238

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Expenditures					
Salaries and Benefits					
Legislative	\$238,013	\$173,036	\$169,722	\$172,100	\$170,655
Judicial	\$233,727	\$292,841	\$327,588	\$336,000	\$357,847
Administrative	\$1,075,246	\$1,237,429	\$538,902	\$538,500	\$596,977
General Government Buildings	\$76,127	\$90,115	\$102,015	\$96,100	\$100,875
Attorney	\$224,955	\$230,127	\$214,595	\$226,400	\$208,357
Human Resources	\$0	\$0	\$101,420	\$68,900	\$130,721
Information Technology	\$0	\$0	\$88,619	\$81,200	\$68,985
Engineering	\$537,829	\$609,679	\$207,577	\$222,600	\$212,920
Building Department	\$431,136	\$625,616	\$706,523	\$661,200	\$903,344
Planning Department	\$446,603	\$472,667	\$584,712	\$557,400	\$592,381
Police Department	\$3,173,335	\$4,037,001	\$4,667,294	\$4,733,500	\$4,826,703
Animal Control	\$275,257	\$284,530	\$322,036	\$301,800	\$319,296
Roads	\$544,272	\$636,065	\$819,420	\$743,900	\$658,128
Parks	\$282,055	\$351,033	\$471,012	\$470,400	\$474,345
Cemetery	\$311,087	\$380,057	\$513,336	\$406,400	\$511,911
Total Salaries and Benefits:	\$7,849,642	\$9,420,196	\$9,834,771	\$9,616,400	\$10,133,446
Operations					
Legislative	\$106,056	\$169,349	\$171,122	\$163,385	\$75,460
Administrative	\$277,957	\$452,100	\$408,750	\$404,972	\$487,300
Human Resources	\$0	\$0	\$57,995	\$86,944	\$55,830
Information Technology	\$0	\$0	\$81,885	\$87,044	\$253,235
Building Department	\$456,151	\$382,294	\$145,005	\$359,532	\$232,010
Planning Department	\$147,515	\$270,924	\$245,940	\$163,299	\$199,750
Animal Control	\$58,702	\$84,762	\$92,580	\$105,055	\$72,410
Parks	\$154,929	\$145,686	\$229,361	\$236,215	\$249,667
Cemetery	\$102,531	\$82,476	\$145,938	\$149,488	\$146,163
Attorney	\$8,764	\$21,768	\$164,216	\$17,116	\$9,290
Engineering	\$116,842	\$129,916	\$153,029	\$156,527	\$139,775
Police Department	\$709,563	\$941,494	\$788,534	\$773,326	\$735,984
Roads	\$357,665	\$570,030	\$610,950	\$555,102	\$445,526
Judicial	\$23,044	\$29,183	\$41,268	\$41,677	\$34,180
General Government Buildings	\$89,797	\$101,349	\$115,433	\$120,643	\$118,020
Trails, Arts and Parks Tax	\$0	\$0	\$60,000	\$43,000	\$60,000
Debt Service	\$0	\$17,244	\$0	\$0	\$0
Total Operations:	\$2,609,516	\$3,398,575	\$3,512,006	\$3,463,325	\$3,314,600
Capital Outlay					
Legislative	\$0	\$0	\$0	\$11,050	\$0
Police Department	\$307,548	\$114,306	\$505,000	\$585,000	\$735,620
Parks	\$140,478	\$27,569	\$46,440	\$46,440	\$90,810

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Cemetery	\$54,325	\$22,799	\$46,685	\$46,685	\$92,840
Administrative	\$8,374	\$8,506	\$9,642	\$7,000	\$21,350
Attorney	\$0	\$0	\$197	\$197	\$0
Engineering	\$0	\$0	\$436	\$436	\$0
Building Department	\$9,519	\$7,375	\$16,000	\$10,150	\$10,110
Planning Department	\$0	\$0	\$377	\$377	\$0
Animal Control	\$737	\$2,046	\$2,270	\$2,270	\$22,520
Roads	\$276,310	\$247,741	\$340,378	\$340,378	\$500,610
General Government Buildings	\$5,899	\$5,899	\$2,880	\$5,800	\$5,800
Trails, Arts and Parks Tax	\$0	\$0	\$492,110	\$400,000	\$125,000
Total Capital Outlay:	\$803,190	\$436,241	\$1,462,415	\$1,455,783	\$1,604,660
Other Operating					
Trails, Arts and Parks Tax	\$0	\$0	\$47,890	\$141,000	\$415,000
Total Other Operating:	\$0	\$0	\$47,890	\$141,000	\$415,000
Transfers					
Transfers	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532
Total Transfers:	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532
Total Expenditures:	\$13,171,068	\$15,823,642	\$15,221,353	\$16,002,162	\$15,668,238
Total Revenues Less Expenditures:	\$771,756	\$544,197	\$174,418	-\$670,918	\$0
Ending Fund Balance:	\$5,538,090	\$6,082,555	\$6,231,263	\$5,385,927	\$5,385,927



Airport Fund Summary

The Airport Special Revenue Fund accounts for all Heber Valley Airport (HVA) operations.

Airport Fund Summary Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$301,050	\$388,577	-\$128,522	-\$128,522	\$100,944
Revenues					
Charges for Services	\$578,074	\$544,485	\$612,695	\$625,933	\$1,044,599
Intergovernmental	\$153,004	\$29,500	\$758,853	\$263,117	\$1,335,603
Interest	\$1,665	\$0	\$4,000	\$300,000	\$5,500
Other Revenues	\$7,710	-\$198	\$500	\$500	\$500
Allocated Operational Costs & Contributions	\$0	\$0	\$0	\$610,000	\$385,000
Allocated Operational Costs & Contributions from Surplus	\$0	\$0	\$798	\$0	\$0
Total Revenues:	\$740,453	\$573,787	\$1,376,846	\$1,799,550	\$2,771,202
Expenditures					
Salaries and Benefits	\$98,968	\$118,667	\$172,682	\$150,800	\$206,287
Operations	\$358,147	\$679,915	\$378,172	\$470,868	\$394,045
Capital Outlay	\$99,096	\$97,298	\$659,000	\$270,516	\$1,610,640
Transfers	\$97,012	\$79,604	\$112,143	\$677,900	\$493,592
Total Expenditures:	\$653,223	\$975,484	\$1,321,997	\$1,570,084	\$2,704,564
Total Revenues Less Expenditures:	\$87,230	-\$401,697	\$54,849	\$229,466	\$66,638
Ending Fund Balance:	\$388,280	-\$13,120	-\$73,673	\$100,944	\$167,582



Airport Special Service Fund (21)

The Airport Special Revenue Fund accounts for all Heber Valley Airport (HVA) operations.

Airport Special Service Fund (21) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$201,251	\$318,867	\$184,762	\$184,762	\$4,327
Revenues	\$587,137	\$544,287	\$617,993	\$926,433	\$1,050,599
Expenditures	\$470,444	\$678,392	\$612,997	\$1,106,868	\$985,924
Total Revenues Less Expenditures:	\$116,693	-\$134,105	\$4,996	-\$180,435	\$64,675
Ending Fund Balance:	\$317,944	\$184,762	\$189,758	\$4,327	\$69,002

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
AIRPORT BUSINESS FBO/SSO FEES	\$20,863	\$300	\$21,250	\$29,740	\$29,740	40%
AIRPORT HANGAR GROUND LEASE FEE	\$194,922	\$241,343	\$250,545	\$300,000	\$300,000	19.7%
AVIATION FUEL	\$68,076	\$66,638	\$70,000	\$56,400	\$112,800	61.1%
AIRPORT LANDING FEES	\$278,735	\$222,081	\$250,000	\$206,893	\$579,159	131.7%
HANGAR TRANSFER FEES	\$11,000	\$1,050	\$8,000	\$20,000	\$10,000	25%
FARM LEASE	\$4,478	\$1,000	\$3,400	\$3,400	\$3,400	0%
LICENSES	\$0	\$12,073	\$9,500	\$9,500	\$9,500	0%
Total Charges for Services:	\$578,074	\$544,485	\$612,695	\$625,933	\$1,044,599	70.5%
Interest						
INTEREST INCOME	\$1,353	\$0	\$4,000	\$300,000	\$5,500	37.5%
Total Interest:	\$1,353	\$0	\$4,000	\$300,000	\$5,500	37.5%
Other Revenues						
MISCELLANEOUS INCOME	\$7,710	-\$198	\$500	\$500	\$500	0%
Total Other Revenues:	\$7,710	-\$198	\$500	\$500	\$500	0%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS FUND SURPLUS	\$0	\$0	\$798	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$798	\$0	\$0	-100%
Total Revenue Source:	\$587,137	\$544,287	\$617,993	\$926,433	\$1,050,599	70%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$330	\$3,109	\$116,893	\$108,000	\$148,849	27.3%
ON SITE PAYROLL - MANAGERS	\$95,923	\$113,192	\$0	\$0	\$0	0%
EMPLOYEE BENEFITS	\$1,597	\$1,335	\$46,147	\$34,100	\$45,095	-2.3%
UNIFORM ALLOWANCE	\$1,118	\$1,031	\$700	\$700	\$700	0%
FICA AND MEDICARE	\$0	\$0	\$8,942	\$8,000	\$11,643	30.2%
Total Salaries and Benefits:	\$98,968	\$118,667	\$172,682	\$150,800	\$206,287	19.5%
Operations						
EMPLOYEE BENEFITS - MANAGERS	\$48,961	\$47,802	\$0	\$0	\$0	0%
BOOKS, SUBSCRIPTIONS & DUES	\$770	\$299	\$800	\$800	\$840	5%
PUBLIC NOTICING	\$296	\$1,475	\$300	\$300	\$300	0%
TRAVEL	\$4,237	\$919	\$4,200	\$4,200	\$2,000	-52.4%
OFFICE SUPPLIES	\$354	\$730	\$300	\$1,300	\$800	166.7%
EQUIPMENT MAINTENANCE	\$3,144	\$12,993	\$4,000	\$8,500	\$7,500	87.5%
UTILITIES	\$7,999	\$10,056	\$9,500	\$9,500	\$10,670	12.3%
TELEPHONE	\$1,687	\$1,659	\$1,900	\$1,900	\$1,970	3.7%
GASOLINE & OIL	\$4,497	\$6,420	\$4,500	\$4,500	\$4,500	0%
PROFESSIONAL SERVICES	\$27,961	\$116,700	\$100,000	\$123,000	\$100,000	0%
TRAINING	\$2,050	\$369	\$2,000	\$2,000	\$2,500	25%
LEGAL	\$148,700	\$240,868	\$148,700	\$90,000	\$65,000	-56.3%
SPECIAL SUPPLIES	\$4,146	\$9,338	\$9,000	\$9,000	\$9,000	0%
INSURANCE	\$3,644	\$4,968	\$3,900	\$4,650	\$5,100	30.8%
SNOW REMOVAL	\$8,739	\$8,739	\$8,700	\$0	\$0	-100%
EQUIPMENT	\$3,409	\$8,918	\$20,000	\$6,800	\$58,040	190.2%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$1,898	\$1,898	\$5,025	164.8%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$2,474	\$2,520	\$4,800	94%
Total Operations:	\$270,594	\$472,253	\$322,172	\$270,868	\$278,045	-13.7%
Capital Outlay						
BUILDING	\$870	\$2,034	\$3,000	\$300	\$1,000	-66.7%
IMPROV. OTHER THAN BUILDINGS	\$3,000	\$1,698	\$3,000	\$7,000	\$7,000	133.3%
CAPITAL EQUIPMENT	\$0	\$4,136	\$0	\$0	\$0	0%
Total Capital Outlay:	\$3,870	\$7,868	\$6,000	\$7,300	\$8,000	33.3%
Transfers						
TRANSFER TO GENERAL FUND - INDIRECT SALARIES	\$66,898	\$55,571	\$95,802	\$46,500	\$82,941	-13.4%
TRANSFER TO GENERAL FUND - INDIRECT BENEFITS	\$30,114	\$24,033	\$16,341	\$21,400	\$25,651	57%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
TRANSFER TO AIRPORT CAPITAL IMPROVEMENTS	\$0	\$0	\$0	\$610,000	\$385,000	N/A
Total Transfers:	\$97,012	\$79,604	\$112,143	\$677,900	\$493,592	340.1%
Total Expense Objects:	\$470,444	\$678,392	\$612,997	\$1,106,868	\$985,924	60.8%



Airport Capital Fund (41)

The Airport Capital Improvements Fund accounts for all capital investments at Heber Valley Airport.

Airport Capital Fund (41) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$99,799	\$69,710	-\$313,284	-\$313,284	\$96,617
Revenues	\$153,316	\$29,500	\$758,853	\$873,117	\$1,720,603
Expenditures	\$182,779	\$297,092	\$709,000	\$463,216	\$1,718,640
Total Revenues Less Expenditures:	-\$29,463	-\$267,592	\$49,853	\$409,901	\$1,963
Ending Fund Balance:	\$70,336	-\$197,882	-\$263,431	\$96,617	\$98,580

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Intergovernmental						
FEDERAL GRANTS	\$82,080	\$29,500	\$510,707	\$250,184	\$1,066,625	108.9%
STATE GRANT	\$70,924	\$0	\$248,146	\$12,933	\$268,978	8.4%
Total Intergovernmental:	\$153,004	\$29,500	\$758,853	\$263,117	\$1,335,603	76%
Interest						
INTEREST EARNINGS	\$312	\$0	\$0	\$0	\$0	0%
Total Interest:	\$312	\$0	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions						
CONTRIBUTIONS FROM OTHER FUNDS	\$0	\$0	\$0	\$610,000	\$385,000	N/A
Total Allocated Operational Costs & Contributions:	\$0	\$0	\$0	\$610,000	\$385,000	N/A
Total Revenue Source:	\$153,316	\$29,500	\$758,853	\$873,117	\$1,720,603	126.7%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL SERVICES	\$69,588	\$207,662	\$0	\$200,000	\$60,000	N/A
EQUIPMENT	\$17,965	\$0	\$56,000	\$0	\$56,000	0%
Total Operations:	\$87,553	\$207,662	\$56,000	\$200,000	\$116,000	107.1%
Capital Outlay						
BUILDING AND IMPROVEMENTS	\$95,226	\$0	\$653,000	\$263,216	\$702,640	7.6%
CAPITAL EQUIPMENT	\$0	\$21,318	\$0	\$0	\$0	0%
CAPITAL PROJECTS	\$0	\$68,112	\$0	\$0	\$900,000	N/A
Total Capital Outlay:	\$95,226	\$89,430	\$653,000	\$263,216	\$1,602,640	145.4%
Total Expense Objects:	\$182,779	\$297,092	\$709,000	\$463,216	\$1,718,640	142.4%



Capital Improvement Fund (42)

The Capital Improvement Fund accounts for general government capital facilities projects.

Capital Improvement Fund (42) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$1,686,900	\$2,611,809	\$4,652,818	\$4,652,818	\$4,897,055
Revenues					
Local Grant	\$250,000	\$0	\$0	\$0	\$0
Interest Income	\$5,447	\$0	\$30,000	\$0	\$0
Miscellaneous Revenue	\$0	\$0	\$600,000	\$600,000	\$0
Transfer From Other Funds	\$1,573,873	\$2,300,000	\$2,037,271	\$2,798,037	\$151,000
Contributions From Surplus	\$0	\$0	\$2,909,647	\$0	\$0
Total Revenues:	\$1,829,320	\$2,300,000	\$6,861,918	\$3,398,037	\$151,000
Expenditures					
Buildings & Land	\$975,090	\$37,248	\$926,647	\$320,000	\$3,905,000
Improvements Other Than Buildi	\$43,521	\$221,743	\$5,571,000	\$2,833,800	\$580,000
Total Expenditures:	\$1,021,130	\$258,991	\$6,497,647	\$3,153,800	\$4,485,000
Total Revenues Less Expenditures:	\$808,190	\$2,041,009	\$364,271	\$244,237	-\$4,334,000
Ending Fund Balance:	\$2,495,090	\$4,652,818	\$5,017,089	\$4,897,055	\$563,055

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Intergovernmental						
FEDERAL GRANTS	\$0	\$0	\$1,285,000	\$0	\$0	-100%
LOCAL GRANT	\$250,000	\$0	\$0	\$0	\$0	0%
Total Intergovernmental:	\$250,000	\$0	\$1,285,000	\$0	\$0	-100%
Interest						
INTEREST INCOME	\$5,447	\$0	\$30,000	\$0	\$0	-100%
Total Interest:	\$5,447	\$0	\$30,000	\$0	\$0	-100%
Other Revenues						
MISCELLANEOUS REVENUE	\$0	\$0	\$600,000	\$600,000	\$0	-100%
Total Other Revenues:	\$0	\$0	\$600,000	\$600,000	\$0	-100%
Allocated Operational Costs & Contributions						
TRANSFER FROM OTHER FUNDS	\$1,573,873	\$2,300,000	\$2,037,271	\$2,798,037	\$151,000	-92.6%
Total Allocated Operational Costs & Contributions:	\$1,573,873	\$2,300,000	\$2,037,271	\$2,798,037	\$151,000	-92.6%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS FROM SURPLUS	\$0	\$0	\$2,909,647	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$2,909,647	\$0	\$0	-100%
Total Revenue Source:	\$1,829,320	\$2,300,000	\$6,861,918	\$3,398,037	\$151,000	-97.8%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL SERVICES	\$2,519	\$0	\$0	\$0	\$0	0%
Total Operations:	\$2,519	\$0	\$0	\$0	\$0	0%
Capital Outlay						
BUILDINGS & LAND	\$975,090	\$37,248	\$926,647	\$320,000	\$3,905,000	321.4%
IMPROVEMENTS OTHER THAN BUILDI	\$43,521	\$221,743	\$5,571,000	\$2,833,800	\$580,000	-89.6%
Total Capital Outlay:	\$1,018,611	\$258,991	\$6,497,647	\$3,153,800	\$4,485,000	-31%
Total Expense Objects:	\$1,021,130	\$258,991	\$6,497,647	\$3,153,800	\$4,485,000	-31%



Impact Fee Fund - Public Safety (43)

The Public Safety Impact Fee Fund accounts for public safety impact fees which are considered a restricted revenue source. Impact fees can only be spent on professional fees, debt service, or future projects that are made necessary by new development.

Impact Fee Fund - Public Safety (43) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	N/A	N/A	\$2,190	\$2,190	\$99,185
Revenues	\$0	\$62,190	\$128,238	\$225,233	\$74,641
Expenditures	\$0	\$60,000	\$128,238	\$128,238	\$128,238
Total Revenues Less Expenditures:	\$0	\$2,190	\$0	\$96,995	-\$53,597
Ending Fund Balance:	N/A	N/A	\$2,190	\$99,185	\$45,588

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$0	\$0	\$2,000	\$4,100	\$4,500	125%
Total Interest:	\$0	\$0	\$2,000	\$4,100	\$4,500	125%
Other Revenues						
PUBLIC SAFETY IMPACT FEE	\$0	\$62,190	\$119,238	\$221,133	\$70,141	-41.2%
Total Other Revenues:	\$0	\$62,190	\$119,238	\$221,133	\$70,141	-41.2%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - FUND SURPLUS	\$0	\$0	\$7,000	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$7,000	\$0	\$0	-100%
Total Revenue Source:	\$0	\$62,190	\$128,238	\$225,233	\$74,641	-41.8%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Transfers						
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$60,000	\$128,238	\$128,238	\$128,238	0%
Total Transfers:	\$0	\$60,000	\$128,238	\$128,238	\$128,238	0%
Total Expense Objects:	\$0	\$60,000	\$128,238	\$128,238	\$128,238	0%



Impact Fee Fund - Streets (46)

The Streets Impact Fee Fund accounts for street impact fees which are considered a restricted revenue source. Impact fees can only be spent on street projects that are made necessary by development.

Impact Fee Fund - Streets (46) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$2,744,621	\$4,087,965	\$4,282,081	\$4,282,081	\$1,705,848
Revenues	\$1,352,144	\$2,280,446	\$5,493,687	\$1,090,485	\$755,851
Expenditures	\$8,801	\$2,086,330	\$5,493,687	\$3,666,718	\$2,324,658
Total Revenues Less Expenditures:	\$1,343,343	\$194,116	\$0	-\$2,576,233	-\$1,568,807
Ending Fund Balance:	\$4,087,964	\$4,282,081	\$4,282,081	\$1,705,848	\$137,041

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$17,405	\$0	\$50,000	\$220,600	\$90,000	80%
Total Interest:	\$17,405	\$0	\$50,000	\$220,600	\$90,000	80%
Other Revenues						
STREET IMPACT FEE	\$1,048,688	\$1,638,910	\$870,048	\$869,885	\$665,851	-23.5%
Total Other Revenues:	\$1,048,688	\$1,638,910	\$870,048	\$869,885	\$665,851	-23.5%
Allocated Operational Costs & Contributions						
CONTRIBUTIONS FROM OTHER FUNDS	\$286,051	\$641,536	\$0	\$0	\$0	0%
Total Allocated Operational Costs & Contributions:	\$286,051	\$641,536	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - FUND SURPLUS	\$0	\$0	\$4,573,639	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$4,573,639	\$0	\$0	-100%
Total Revenue Source:	\$1,352,144	\$2,280,446	\$5,493,687	\$1,090,485	\$755,851	-86.2%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL & TECHNICAL SERVI	\$0	\$58,144	\$0	\$36,032	\$0	0%
INTEREST EXPENSE	\$4,299	\$4,165	\$0	\$0	\$0	0%
Total Operations:	\$4,299	\$62,309	\$0	\$36,032	\$0	0%
Capital Outlay						
IMPROVEMENTS OTHER THAN BUILDI	\$4,502	\$2,024,021	\$5,473,000	\$3,610,000	\$2,304,000	-57.9%
Total Capital Outlay:	\$4,502	\$2,024,021	\$5,473,000	\$3,610,000	\$2,304,000	-57.9%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$2,962	\$2,962	\$2,962	0%
Total Other Operating:	\$0	\$0	\$2,962	\$2,962	\$2,962	0%
Transfers						
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$13,694	\$13,694	\$13,802	0.8%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$4,031	\$4,030	\$3,894	-3.4%
Total Transfers:	\$0	\$0	\$17,725	\$17,724	\$17,696	-0.2%
Total Expense Objects:	\$8,801	\$2,086,330	\$5,493,687	\$3,666,718	\$2,324,658	-57.7%



Impact Fee Fund - Parks (47)

The Parks Impact Fee Fund accounts for parks impact fees which are considered a restricted revenue source. Impact fees can only be spent on park projects that are made necessary by new development.

Impact Fee Fund - Parks (47) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$1,117,133	\$2,797,998	\$4,206,261	\$4,206,261	\$3,827,161
Revenues	\$1,695,035	\$1,673,685	\$3,202,000	\$1,328,900	\$1,214,117
Expenditures	\$14,170	\$265,422	\$3,202,000	\$1,708,000	\$4,746,000
Total Revenues Less Expenditures:	\$1,680,865	\$1,408,263	\$0	-\$379,100	-\$3,531,883
Ending Fund Balance:	\$2,797,998	\$4,206,261	\$4,206,261	\$3,827,161	\$295,278

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Intergovernmental						
STATE GRANT	\$0	\$0	\$140,000	\$0	\$0	-100%
Total Intergovernmental:	\$0	\$0	\$140,000	\$0	\$0	-100%
Interest						
INTEREST INCOME	\$10,399	\$0	\$50,000	\$228,900	\$90,000	80%
Total Interest:	\$10,399	\$0	\$50,000	\$228,900	\$90,000	80%
Other Revenues						
PARK IMPACT FEE	\$1,684,636	\$1,673,685	\$2,012,118	\$1,100,000	\$1,124,117	-44.1%
Total Other Revenues:	\$1,684,636	\$1,673,685	\$2,012,118	\$1,100,000	\$1,124,117	-44.1%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - FUND SURPLUS	\$0	\$0	\$999,882	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$999,882	\$0	\$0	-100%
Total Revenue Source:	\$1,695,035	\$1,673,685	\$3,202,000	\$1,328,900	\$1,214,117	-62.1%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Capital Outlay						
IMPROVEMENTS OTHER THAN BUILDI	\$14,170	\$265,422	\$3,202,000	\$1,708,000	\$4,746,000	48.2%
Total Capital Outlay:	\$14,170	\$265,422	\$3,202,000	\$1,708,000	\$4,746,000	48.2%
Total Expense Objects:	\$14,170	\$265,422	\$3,202,000	\$1,708,000	\$4,746,000	48.2%



**Capital
Improvement
Fund -
Transportation
Tax (48)**

The Transportation Tax Fund is used to account for roadway projects funded by the Utah State Transportation Tax.

**Capital Improvement Fund - Transportation Tax (48) Comprehensive
Summary**

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$2,992,579	\$4,164,560	\$9,134,010	\$9,134,010	\$1,302,308
Revenues	\$2,545,051	\$7,232,614	\$4,144,000	\$2,846,200	\$2,185,000
Expenditures	\$1,373,072	\$2,263,165	\$10,791,000	\$10,677,902	\$1,433,392
Total Revenues Less Expenditures:	\$1,171,979	\$4,969,449	-\$6,647,000	-\$7,831,702	\$751,608
Ending Fund Balance:	\$4,164,558	\$9,134,009	\$2,487,010	\$1,302,308	\$2,053,916

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Sales Tax						
TRANSPORTATION SALES TAX	\$1,971,013	\$2,102,891	\$1,600,000	\$2,097,000	\$2,140,000	33.8%
Total Sales Tax:	\$1,971,013	\$2,102,891	\$1,600,000	\$2,097,000	\$2,140,000	33.8%
Intergovernmental						
FEDERAL GRANT	\$557,710	\$0	\$0	\$0	\$0	0%
STATE GRANT	\$0	\$0	\$476,000	\$476,000	\$0	-100%
Total Intergovernmental:	\$557,710	\$0	\$476,000	\$476,000	\$0	-100%
Interest						
INTEREST INCOME	\$16,328	\$10,723	\$50,000	\$273,200	\$45,000	-10%
Total Interest:	\$16,328	\$10,723	\$50,000	\$273,200	\$45,000	-10%
Other Revenues						
MISCELLANEOUS INCOME	\$0	\$78,000	\$0	\$0	\$0	0%
BOND PROCEEDS	\$0	\$5,041,000	\$0	\$0	\$0	0%
Total Other Revenues:	\$0	\$5,119,000	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
APPROPRIATED SURPLUS	\$0	\$0	\$2,018,000	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$2,018,000	\$0	\$0	-100%
Total Revenue Source:	\$2,545,051	\$7,232,614	\$4,144,000	\$2,846,200	\$2,185,000	-47.3%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROF. & TECHNICAL SERVICES	\$80	\$0	\$0	\$0	\$0	0%
PAYING AGENTS FEES	\$0	\$43,109	\$0	\$0	\$0	0%
Total Operations:	\$80	\$43,109	\$0	\$0	\$0	0%
Capital Outlay						
ROAD MAINTENANCE/CONSTRUCTION	\$1,086,941	\$1,578,520	\$10,491,000	\$10,391,000	\$1,146,000	-89.1%
Total Capital Outlay:	\$1,086,941	\$1,578,520	\$10,491,000	\$10,391,000	\$1,146,000	-89.1%
Transfers						
TRANSFER TO STREET IMPACT FEES	\$286,051	\$641,536	\$0	\$0	\$0	0%
TRANSFER TO DEBT SERVICE	\$0	\$0	\$300,000	\$286,902	\$287,392	-4.2%
Total Transfers:	\$286,051	\$641,536	\$300,000	\$286,902	\$287,392	-4.2%
Total Expense Objects:	\$1,373,072	\$2,263,165	\$10,791,000	\$10,677,902	\$1,433,392	-86.7%



Capital Improvement Fund - Class C Road (49)

Capital Improvement Fund - Class C Road (49) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$1,591,852	\$1,854,205	\$2,196,800	\$2,196,800	\$1,391,980
Revenues	\$825,352	\$884,913	\$820,000	\$1,533,180	\$1,000,000
Expenditures	\$563,000	\$542,319	\$2,838,000	\$2,338,000	\$816,000
Total Revenues Less Expenditures:	\$262,352	\$342,594	-\$2,018,000	-\$804,820	\$184,000
Ending Fund Balance:	\$1,854,204	\$2,196,799	\$178,800	\$1,391,980	\$1,575,980

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Other Taxes						
Class C Road Fund Allotment						
CLASS C ROAD FUND ALLOTMENT	\$818,630	\$884,913	\$800,000	\$1,533,180	\$1,000,000	25%
Total Class C Road Fund Allotment:	\$818,630	\$884,913	\$800,000	\$1,533,180	\$1,000,000	25%
Total Other Taxes:	\$818,630	\$884,913	\$800,000	\$1,533,180	\$1,000,000	25%
Interest						
Interest Income						
INTEREST INCOME	\$6,722	\$0	\$20,000	\$0	\$0	-100%
Total Interest Income:	\$6,722	\$0	\$20,000	\$0	\$0	-100%
Total Interest:	\$6,722	\$0	\$20,000	\$0	\$0	-100%
Total Revenue Source:	\$825,352	\$884,913	\$820,000	\$1,533,180	\$1,000,000	22%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Transfers						
Transfer To Debt Service - Principal						
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$665,000	\$665,000	\$665,000	0%
Total Transfer To Debt Service - Principal:	\$0	\$0	\$665,000	\$665,000	\$665,000	0%
Transfer To Other Fund						
TRANSFER TO OTHER FUND	\$563,000	\$542,319	\$2,173,000	\$1,673,000	\$151,000	-93.1%
Total Transfer To Other Fund:	\$563,000	\$542,319	\$2,173,000	\$1,673,000	\$151,000	-93.1%
Total Transfers:	\$563,000	\$542,319	\$2,838,000	\$2,338,000	\$816,000	-71.2%
Total Expense Objects:	\$563,000	\$542,319	\$2,838,000	\$2,338,000	\$816,000	-71.2%



North Village Impact Fee Fund (60)

North Village Impact Fee Fund (60) Comprehensive Summary

Name	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	N/A	\$0	\$0	\$218,743
Revenues	\$0	\$0	\$218,743	\$419,150
Total Revenues Less Expenditures:	\$0	\$0	\$218,743	\$419,150
Ending Fund Balance:	N/A	\$0	\$218,743	\$637,893

Revenues by Source

Name	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source					
Interest					
INTEREST INCOME	\$0	\$0	\$4,800	\$14,000	N/A
Total Interest:	\$0	\$0	\$4,800	\$14,000	N/A
Other Revenues					
STORM WATER IMPACT FEE	\$0	\$0	\$0	\$230,250	N/A
STREET IMPACT FEE	\$0	\$0	\$213,943	\$174,900	N/A
Total Other Revenues:	\$0	\$0	\$213,943	\$405,150	N/A
Total Revenue Source:	\$0	\$0	\$218,743	\$419,150	N/A

Expenditures by Expense Type

Name	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
No Data To Display	



Culinary Water Fund Summary

The purpose of the Water Fund is to assure an adequate supply of potable water for the citizens of Heber City. This fund accounts for the maintenance of culinary water distribution lines, storage tanks, and wells. The Water Department's focus is on Water Rights, Water Quality, Asset Management, System Mapping, and Water Modeling. Heber City services 5,380 water accounts.

Culinary Water Fund Summary Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$3,387,775	\$19,858,768	\$12,697,055	\$12,697,055	\$9,198,591
Revenues					
Charges for Services	\$2,561,088	\$2,791,410	\$2,840,000	\$2,800,000	\$3,339,000
Intergovernmental	\$0	\$8,452	\$0	\$0	\$0
Fines & Forfeitures	\$21,359	\$23,631	\$22,500	\$31,000	\$31,000
Interest	\$36,657	\$373,597	\$153,500	\$618,200	\$510,700
Other Revenues	\$1,161,383	\$1,147,638	\$729,983	\$437,359	\$687,397
Allocated Operational Costs & Contributions	\$2,611,005	\$7,170,000	\$1,700,000	\$3,815,750	\$1,525,000
Allocated Operational Costs & Contributions from Surplus	\$520,830	\$0	\$6,441,540	\$0	\$0
Total Revenues:	\$6,912,322	\$11,514,728	\$11,887,523	\$7,702,309	\$6,093,097
Expenditures					
Salaries and Benefits	\$839,039	\$804,670	\$1,096,896	\$896,900	\$853,119
Operations	\$1,786,189	\$2,132,504	\$1,140,441	\$759,834	\$739,319
Capital Outlay	\$5,217,079	\$0	\$6,839,434	\$6,288,934	\$4,325,104
Other Operating	\$0	\$0	\$6,621	\$6,621	\$6,621
Transfers	\$2,977,798	\$7,623,901	\$2,748,696	\$3,248,484	\$2,890,637
Total Expenditures:	\$10,820,105	\$10,561,075	\$11,832,088	\$11,200,773	\$8,814,801
Total Revenues Less Expenditures:	-\$3,907,783	\$953,653	\$55,435	-\$3,498,464	-\$2,721,704
Ending Fund Balance:	-\$520,008	\$20,812,421	\$12,752,490	\$9,198,591	\$6,476,887



Culinary Water Fund (51)

The purpose of the Water Fund is to assure an adequate supply of potable water for the citizens of Heber City. This fund accounts for the maintenance of culinary water distribution lines, storage tanks, and wells. The Water Department's focus is on Water Rights, Water Quality, Asset Management, System Mapping, and Water Modeling. Heber City services 5,380 water accounts.

Culinary Water Fund (51) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$754,196	\$18,333,615	\$2,527,588	\$2,527,588	\$818,437
Revenues	\$5,761,448	\$3,199,365	\$4,979,106	\$3,181,500	\$3,771,200
Expenditures	\$2,989,208	\$10,507,583	\$4,979,106	\$4,890,651	\$4,471,169
Total Revenues Less Expenditures:	\$2,772,240	-\$7,308,218	\$0	-\$1,709,151	-\$699,969
Ending Fund Balance:	\$3,526,436	\$11,025,397	\$2,527,588	\$818,437	\$118,468

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
METERED WATER SALES	\$2,447,725	\$2,659,417	\$2,730,000	\$2,730,000	\$3,269,000	19.7%
HOOK-UP FEES - WATER	\$99,588	\$123,249	\$100,000	\$60,000	\$60,000	-40%
CHANGE OF OWNERSHIP FEE	\$13,775	\$8,744	\$10,000	\$10,000	\$10,000	0%
Total Charges for Services:	\$2,561,088	\$2,791,410	\$2,840,000	\$2,800,000	\$3,339,000	17.6%
Intergovernmental						
STATE GRANT	\$0	\$8,452	\$0	\$0	\$0	0%
Total Intergovernmental:	\$0	\$8,452	\$0	\$0	\$0	0%
Fines & Forfeitures						
PENALTY - LATE FEES	\$12,996	\$15,781	\$14,500	\$23,000	\$23,000	58.6%
DELINQUENT ACCT. RECONNECT FEE	\$8,363	\$7,850	\$8,000	\$8,000	\$8,000	0%
Total Fines & Forfeitures:	\$21,359	\$23,631	\$22,500	\$31,000	\$31,000	37.8%
Interest						
INTEREST INCOME	\$16,832	\$373,597	\$100,000	\$338,200	\$398,200	298.2%
Total Interest:	\$16,832	\$373,597	\$100,000	\$338,200	\$398,200	298.2%
Other Revenues						
SALE OF FIXED ASSETS	\$25,978	\$0	\$5,000	\$5,000	\$0	-100%
MISCELLANEOUS REVENUE	\$4,356	\$2,275	\$3,000	\$7,300	\$3,000	0%
Total Other Revenues:	\$30,334	\$2,275	\$8,000	\$12,300	\$3,000	-62.5%
Allocated Operational Costs & Contributions						
CONTRIBUTIONS FROM OTHER FUNDS	\$2,611,005	\$0	\$0	\$0	\$0	0%
Total Allocated Operational Costs & Contributions:	\$2,611,005	\$0	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
DEVELOPER CONTRIBUTIONS	\$520,830	\$0	\$0	\$0	\$0	0%
CONTRIBUTIONS FROM SURPLUS	\$0	\$0	\$2,008,606	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$520,830	\$0	\$2,008,606	\$0	\$0	-100%
Total Revenue Source:	\$5,761,448	\$3,199,365	\$4,979,106	\$3,181,500	\$3,771,200	-24.3%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$430,894	\$535,982	\$713,672	\$573,100	\$555,327	-22.2%
OVERTIME	\$24,566	\$51,319	\$20,000	\$36,300	\$32,961	64.8%
EMPLOYEE BENEFITS	\$248,216	\$217,369	\$308,628	\$247,900	\$222,577	-27.9%
PENSION EXPENSE YEAR-END	\$135,363	\$0	\$0	\$0	\$0	0%
FICA AND MEDICARE	\$0	\$0	\$54,596	\$39,600	\$42,255	-22.6%
Total Salaries and Benefits:	\$839,039	\$804,670	\$1,096,896	\$896,900	\$853,119	-22.2%
Operations						
UNIFORM ALLOWANCE	\$5,558	\$6,915	\$9,124	\$9,000	\$9,520	4.3%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$4,440	\$3,266	\$6,432	\$5,500	\$6,000	-6.7%
PUBLIC NOTICES	\$3,612	\$3,634	\$9,000	\$7,500	\$7,600	-15.6%
TRAVEL	\$1,642	\$2,574	\$6,500	\$5,800	\$6,000	-7.7%
OFFICE SUPPLIES	\$1,870	\$998	\$3,000	\$3,000	\$3,000	0%
EQUIP. SUPPLIES & MAINTENANCE	\$21,200	\$64,821	\$40,000	\$40,000	\$8,705	-78.2%
BUILDINGS & GROUNDS	\$6,193	\$8,291	\$14,660	\$12,000	\$9,500	-35.2%
UTILITIES	\$130,673	\$122,279	\$135,000	\$135,000	\$130,200	-3.6%
TELEPHONE	\$10,239	\$11,267	\$7,600	\$12,250	\$8,306	9.3%
GASOLINE & OIL	\$17,603	\$24,542	\$25,000	\$25,000	\$25,000	0%
PROFESSIONAL SERVICES	\$240,919	\$204,864	\$200,000	\$200,000	\$114,018	-43%
TRAINING	\$8,116	\$7,619	\$9,320	\$8,500	\$10,160	9%
MEALS	\$0	\$0	\$1,680	\$1,680	\$1,680	0%
SPECIAL SUPPLIES	\$134,048	\$93,472	\$100,000	\$100,000	\$100,000	0%
INSURANCE	\$33,621	\$39,513	\$43,000	\$43,000	\$43,500	1.2%
INTEREST EXPENSE	\$96,992	\$407,171	\$377,237	\$0	\$0	-100%
MISCELLANEOUS	\$19,509	\$12,894	\$12,000	\$14,600	\$14,600	21.7%
DEPRECIATION	\$995,336	\$1,042,247	\$0	\$0	\$0	0%
EQUIPMENT	\$51,805	\$22,645	\$109,152	\$100,000	\$202,280	85.3%
INTERNAL SERVICE CHARGE-IT	\$0	\$0	\$12,634	\$12,634	\$17,550	38.9%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$16,462	\$16,730	\$16,700	1.4%
Total Operations:	\$1,783,376	\$2,079,012	\$1,137,801	\$752,194	\$734,319	-35.5%
Other Operating						
Debt Service Reserve Fund						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$4,681	\$4,681	\$4,681	0%
Total Debt Service Reserve Fund:	\$0	\$0	\$4,681	\$4,681	\$4,681	0%
Total Other Operating:	\$0	\$0	\$4,681	\$4,681	\$4,681	0%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Transfers						
TRANSFERS - TO GENERAL FUND INDIRECT SALARIES	\$276,004	\$336,669	\$421,104	\$354,000	\$394,140	-6.4%
TRANSFERS - TO GENERAL FUND INDIRECT BENEFIT	\$90,789	\$117,232	\$138,985	\$126,000	\$103,804	-25.3%
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$479,639	\$479,639	\$484,810	1.1%
TRANSFER - TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$377,237	\$371,296	N/A
TRANSFER - CULINARY WATER CAPITAL (66)	\$0	\$7,170,000	\$1,700,000	\$1,900,000	\$1,525,000	-10.3%
Total Transfers:	\$366,793	\$7,623,901	\$2,739,728	\$3,236,876	\$2,879,049	5.1%
Total Expense Objects:	\$2,989,208	\$10,507,583	\$4,979,106	\$4,890,651	\$4,471,169	-10.2%



Culinary Water Impact Fee Fund (56)

The Culinary Water Impact Fee Fund is intended to account for water impact fee revenues, which are considered a restricted revenue source. These impact fees can only be spent on water projects that are made necessary by new growth.

Culinary Water Impact Fee Fund (56) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$2,769,215	\$3,675,128	\$5,137,467	\$5,137,467	\$4,828,338
Revenues	\$1,149,595	\$1,133,388	\$1,059,983	\$705,059	\$796,897
Expenditures	\$667,676	\$53,492	\$1,004,548	\$1,014,188	\$306,752
Total Revenues Less Expenditures:	\$481,919	\$1,079,896	\$55,435	-\$309,129	\$490,145
Ending Fund Balance:	\$3,251,134	\$4,755,024	\$5,192,902	\$4,828,338	\$5,318,483

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$18,546	\$0	\$50,000	\$280,000	\$112,500	125%
Total Interest:	\$18,546	\$0	\$50,000	\$280,000	\$112,500	125%
Other Revenues						
IMPACT FEES	\$1,131,049	\$1,133,388	\$721,983	\$425,059	\$684,397	-5.2%
Total Other Revenues:	\$1,131,049	\$1,133,388	\$721,983	\$425,059	\$684,397	-5.2%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$288,000	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$288,000	\$0	\$0	-100%
Total Revenue Source:	\$1,149,595	\$1,133,388	\$1,059,983	\$705,059	\$796,897	-24.8%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL & TECHNICAL SERVICE	\$0	\$50,767	\$0	\$5,000	\$5,000	N/A
INTEREST EXPENSE	\$2,813	\$2,725	\$2,640	\$2,640	\$0	-100%
Total Operations:	\$2,813	\$53,492	\$2,640	\$7,640	\$5,000	89.4%
Capital Outlay						
IMPROVEMENTS OTHER THAN BUILDING	\$221,621	\$0	\$991,000	\$993,000	\$288,224	-70.9%
CAPITAL EXPENSE OFFSET	\$221,621	\$0	\$0	\$0	\$0	0%
Total Capital Outlay:	\$443,242	\$0	\$991,000	\$993,000	\$288,224	-70.9%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$1,940	\$1,940	\$1,940	0%
Total Other Operating:	\$0	\$0	\$1,940	\$1,940	\$1,940	0%
Transfers						
CONTRIBUTIONS TO CULINARY WATER FUND	\$221,621	\$0	\$0	\$0	\$0	0%
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$8,968	\$8,968	\$9,038	0.8%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$2,640	\$2,550	N/A
Total Transfers:	\$221,621	\$0	\$8,968	\$11,608	\$11,588	29.2%
Total Expense Objects:	\$667,676	\$53,492	\$1,004,548	\$1,014,188	\$306,752	-69.5%



Culinary Water Capital Fund (66)

Culinary Water Capital Fund (66) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	-\$135,636	-\$2,149,975	\$5,032,000	\$5,032,000	\$3,551,816
Revenues	\$1,279	\$7,181,975	\$5,848,434	\$3,815,750	\$1,525,000
Expenditures	\$7,163,221	\$0	\$5,848,434	\$5,295,934	\$4,036,880
Total Revenues Less Expenditures:	-\$7,161,942	\$7,181,975	\$0	-\$1,480,184	-\$2,511,880
Ending Fund Balance:	-\$7,297,578	\$5,032,000	\$5,032,000	\$3,551,816	\$1,039,936

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
Interest Income						
INTEREST INCOME	\$1,279	\$0	\$3,500	\$0	\$0	-100%
Total Interest Income:	\$1,279	\$0	\$3,500	\$0	\$0	-100%
Total Interest:	\$1,279	\$0	\$3,500	\$0	\$0	-100%
Other Revenues						
Sale Of Fixed Assets						
SALE OF FIXED ASSETS	\$0	\$11,975	\$0	\$0	\$0	0%
Total Sale Of Fixed Assets:	\$0	\$11,975	\$0	\$0	\$0	0%
Total Other Revenues:	\$0	\$11,975	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions						
Transfer From Culinary Water Fund (51)						
TRANSFER FROM CULINARY WATER FUND (51)	\$0	\$7,170,000	\$1,700,000	\$1,900,000	\$1,525,000	-10.3%
Total Transfer From Culinary Water Fund (51):	\$0	\$7,170,000	\$1,700,000	\$1,900,000	\$1,525,000	-10.3%
Contributions From Capital Projects Fund						
CONTRIBUTIONS FROM CAPITAL PROJECTS FUND	\$0	\$0	\$0	\$1,915,750	\$0	0%
Total Contributions From Capital Projects Fund:	\$0	\$0	\$0	\$1,915,750	\$0	0%
Total Allocated Operational Costs & Contributions:	\$0	\$7,170,000	\$1,700,000	\$3,815,750	\$1,525,000	-10.3%
Allocated Operational Costs & Contributions from Surplus						
Contributions - Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$4,144,934	\$0	\$0	-100%
Total Contributions - Surplus:	\$0	\$0	\$4,144,934	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$4,144,934	\$0	\$0	-100%
Total Revenue Source:	\$1,279	\$7,181,975	\$5,848,434	\$3,815,750	\$1,525,000	-73.9%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Capital Outlay						
IMPROV. OTHER THAN BUILDINGS	\$2,071,755	\$0	\$4,946,500	\$5,103,600	\$3,394,000	-31.4%
CAPITAL EQUIPMENT	\$312,698	\$0	\$901,934	\$192,334	\$642,880	-28.7%
CAPITAL EXPENSE OFFSET	\$2,389,384	\$0	\$0	\$0	\$0	0%
Total Capital Outlay:	\$4,773,837	\$0	\$5,848,434	\$5,295,934	\$4,036,880	-31%
Transfers						
CONTRIBUTIONS TO CULINARY WATER FUND	\$2,389,384	\$0	\$0	\$0	\$0	0%
Total Transfers:	\$2,389,384	\$0	\$0	\$0	\$0	0%
Total Expense Objects:	\$7,163,221	\$0	\$5,848,434	\$5,295,934	\$4,036,880	-31%



Sewer Fund Summary

The purpose of the Sewer Fund is to assure proper maintenance and operation of the City's sewer system. The system is composed of service lines, trunk lines, and sewer mains. Heber City services 6,997 sewer accounts. Heber City contracts with the Heber Valley Sewer District to treat its effluent.

Sewer Fund Summary Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$3,291,269	\$12,789,801	\$11,089,278	\$11,089,278	\$9,050,826
Revenues					
Charges for Services	\$2,255,295	\$4,222,092	\$4,193,000	\$4,583,000	\$5,095,000
Intergovernmental	\$0	\$10,565	\$0	\$0	\$0
Fines & Forfeitures	\$13,491	\$15,464	\$13,000	\$26,000	\$26,000
Interest	\$26,729	\$222,222	\$202,000	\$562,500	\$394,200
Other Revenues	\$967,534	\$1,244,813	\$573,697	\$508,188	\$534,488
Allocated Operational Costs & Contributions	\$1,421,389	\$10,736,313	\$0	\$9,692,000	\$2,600,000
Allocated Operational Costs & Contributions from Surplus	\$175,115	\$0	\$9,085,911	\$7,692,000	\$0
Total Revenues:	\$4,859,553	\$16,451,469	\$14,067,608	\$23,063,688	\$8,649,688
Expenditures					
Salaries and Benefits	\$727,834	\$664,449	\$851,648	\$655,300	\$798,863
Operations	\$1,459,200	\$2,715,800	\$2,282,533	\$2,102,834	\$537,051
Capital Outlay	\$3,284,393	\$19,658	\$9,659,807	\$9,414,807	\$6,096,297
Other Operating	\$0	\$0	\$65,783	\$118,599	\$118,600
Transfers	\$1,741,096	\$7,426,961	\$939,373	\$12,810,600	\$3,836,521
Total Expenditures:	\$7,212,523	\$10,826,868	\$13,799,144	\$25,102,140	\$11,387,332
Total Revenues Less Expenditures:	-\$2,352,970	\$5,624,601	\$268,464	-\$2,038,452	-\$2,737,644
Ending Fund Balance:	\$938,299	\$18,414,402	\$11,357,742	\$9,050,826	\$6,313,182



Sewer Water Fund (52)

The purpose of the Sewer Fund is to assure proper maintenance and operation of the City's sewer system. The system is composed of service lines, trunk lines, and sewer mains. Heber City services 6,997 sewer accounts. Heber City contracts with the Heber Valley Sewer District to treat its effluent.

Sewer Water Fund (52) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$915,133	\$10,937,692	\$998,158	\$998,158	\$24,043
Revenues	\$3,903,509	\$8,157,877	\$4,369,816	\$12,759,483	\$5,458,900
Expenditures	\$2,504,039	\$10,772,287	\$4,101,352	\$13,733,598	\$5,278,068
Total Revenues Less Expenditures:	\$1,399,470	-\$2,614,410	\$268,464	-\$974,115	\$180,832
Ending Fund Balance:	\$2,314,603	\$8,323,282	\$1,266,622	\$24,043	\$204,875

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
HOOK-UP FEES - SEWER	\$28,315	\$35,667	\$25,000	\$25,000	\$25,000	0%
SEWER SERVICE CHARGES	\$2,226,980	\$2,735,814	\$2,428,000	\$2,428,000	\$3,240,000	33.4%
TCSSD FEES	\$0	\$0	\$140,000	\$530,000	\$530,000	278.6%
HVSSD FEES	\$0	\$1,450,611	\$1,600,000	\$1,600,000	\$1,300,000	-18.7%
Total Charges for Services:	\$2,255,295	\$4,222,092	\$4,193,000	\$4,583,000	\$5,095,000	21.5%
Intergovernmental						
STATE GRANT	\$0	\$10,565	\$0	\$0	\$0	0%
Total Intergovernmental:	\$0	\$10,565	\$0	\$0	\$0	0%
Fines & Forfeitures						
PENALTY - LATE FEES	\$13,491	\$15,464	\$13,000	\$26,000	\$26,000	100%
Total Fines & Forfeitures:	\$13,491	\$15,464	\$13,000	\$26,000	\$26,000	100%
Interest						
INTEREST INCOME	\$11,334	\$222,222	\$150,000	\$430,600	\$337,900	125.3%
Total Interest:	\$11,334	\$222,222	\$150,000	\$430,600	\$337,900	125.3%
Other Revenues						
SALE OF FIXED ASSETS	\$25,978	-\$14,319	\$10,000	\$10,000	\$0	-100%
INSURANCE PROCEEDS	\$0	\$0	\$0	\$4,510	\$0	0%
MISCELLANEOUS REVENUE	\$907	\$0	\$0	\$13,373	\$0	0%
Total Other Revenues:	\$26,885	-\$14,319	\$10,000	\$27,883	\$0	-100%
Allocated Operational Costs & Contributions						
CONTRIBUTIONS FROM OTHER FUNDS	\$1,421,389	\$3,701,853	\$0	\$0	\$0	0%
Total Allocated Operational Costs & Contributions:	\$1,421,389	\$3,701,853	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
DEVELOPERS CONTRIBUTION	\$175,115	\$0	\$0	\$0	\$0	0%
CONTRIBUTIONS FROM SURPLUS	\$0	\$0	\$3,816	\$7,692,000	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$175,115	\$0	\$3,816	\$7,692,000	\$0	-100%
Total Revenue Source:	\$3,903,509	\$8,157,877	\$4,369,816	\$12,759,483	\$5,458,900	24.9%

Expenditures by Expense Type

The Sewer Water Fund (52) fund's expenditures by type for the years 2023, 2024, and 2025 show significant changes in the top three categories.

Transfers expenditures remained stable at \$7,418,501 in 2023, but decreased by 87% to \$930,777 in 2024. However, in the upcoming 2025 budget, there will be a significant increase of 311% to \$3,822,001.

Salaries and Benefits expenditures also saw changes, with a 28% increase to \$851,648 in 2024 from \$664,449 in 2023. However, in the 2025 budget, there will be a decrease of 7% to \$792,242.

Operations expenditures decreased by 16% to \$2,255,003 in 2024 from \$2,689,337 in 2023. This trend will continue in the 2025 budget, with a decrease of 76% to \$537,051.

These changes reflect a shift in priorities for the town of Heber, UT, with a focus on increasing transfers and decreasing operations expenditures. The budget for 2025 shows a significant increase in transfers, while salaries and benefits and operations expenditures will see a decrease. These changes demonstrate the town's commitment to efficient and effective use of the Sewer Water Fund (52) fund's resources.

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$432,141	\$462,091	\$542,007	\$436,500	\$529,683	-2.3%
OVERTIME	\$14,531	\$32,396	\$15,000	\$9,100	\$8,201	-45.3%
EMPLOYEE BENEFITS	\$194,575	\$169,962	\$253,177	\$180,800	\$220,333	-13%
PENSION EXPENSE YEAR END	\$86,587	\$0	\$0	\$0	\$0	0%
FICA AND MEDICARE	\$0	\$0	\$41,464	\$28,900	\$40,646	-2%
Total Salaries and Benefits:	\$727,834	\$664,449	\$851,648	\$655,300	\$798,863	-6.2%
Operations						
UNIFORM ALLOWANCE	\$7,374	\$10,430	\$9,980	\$9,980	\$10,520	5.4%
BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	\$418	\$1,628	\$5,128	\$4,800	\$4,780	-6.8%
PUBLIC NOTICES	\$6,176	\$4,188	\$7,000	\$6,500	\$6,000	-14.3%
TRAVEL	\$2,066	\$2,851	\$6,000	\$6,500	\$6,000	0%
OFFICE SUPPLIES	\$2,373	\$1,206	\$3,200	\$3,200	\$3,200	0%
EQUIP. SUPPLIES & MAINTENANCE	\$28,778	\$22,613	\$33,100	\$33,100	\$7,450	-77.5%
BUILDINGS & GROUNDS	\$7,726	\$10,363	\$17,400	\$14,000	\$11,000	-36.8%
UTILITIES	\$9,169	\$13,512	\$12,500	\$12,500	\$14,910	19.3%
TELEPHONE	\$6,245	\$6,808	\$7,000	\$7,000	\$6,826	-2.5%
GASOLINE & OIL	\$24,051	\$32,871	\$25,500	\$25,500	\$25,500	0%
PROFESSIONAL SERVICES	\$102,662	\$79,331	\$94,630	\$88,000	\$89,810	-5.1%
TRAINING	\$8,535	\$9,216	\$14,400	\$10,000	\$14,400	0%
MEALS	\$0	\$0	\$2,100	\$2,100	\$2,100	0%
SPECIAL SUPPLIES	\$17,703	\$16,836	\$33,000	\$20,000	\$30,000	-9.1%
INSURANCE	\$37,105	\$42,855	\$43,000	\$46,520	\$51,200	19.1%
INTEREST EXPENSE	\$15,849	\$31,006	\$216,349	\$0	\$0	-100%
MISCELLANEOUS	\$10,872	\$13,585	\$12,000	\$12,000	\$0	-100%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
DEPRECIATION	\$758,664	\$740,207	\$0	\$0	\$0	0%
EQUIPMENT	\$69,228	\$39,008	\$91,775	\$80,000	\$228,830	149.3%
INTERNAL SERVICE - IT	\$0	\$0	\$9,094	\$9,094	\$12,525	37.7%
INTERNAL SERVICE - ADMIN	\$0	\$0	\$11,847	\$12,040	\$12,000	1.3%
OPERATING CHARGES H.V.S.S.D.	\$341,504	\$1,610,823	\$1,600,000	\$1,600,000	\$0	-100%
PAYING AGENTS FEES	\$0	\$0	\$0	\$75,000	\$0	0%
Total Operations:	\$1,456,498	\$2,689,337	\$2,255,003	\$2,077,834	\$537,051	-76.2%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$63,924	\$116,740	\$116,740	82.6%
Total Other Operating:	\$0	\$0	\$63,924	\$116,740	\$116,740	82.6%
Transfers						
TRANSFERS TO GENERAL FUND - INDIRECT SALARIES	\$239,576	\$291,902	\$369,184	\$313,000	\$362,984	-1.7%
TRANSFERS TO GENERAL FUND - INDIRECT BENEFITS	\$80,131	\$100,599	\$120,045	\$111,000	\$96,026	-20%
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$441,548	\$540,548	\$518,818	17.5%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$227,176	\$247,585	N/A
TRANSFER - WASTE WATER CAPITAL (67)	\$0	\$7,026,000	\$0	\$9,692,000	\$2,600,000	N/A
Total Transfers:	\$319,707	\$7,418,501	\$930,777	\$10,883,724	\$3,825,414	311%
Total Expense Objects:	\$2,504,039	\$10,772,287	\$4,101,352	\$13,733,598	\$5,278,068	28.7%



Sewer Impact Fee Fund (57)

The Sewer Impact Fee Fund is intended to account for sewer impact fee revenues, which are considered a restricted revenue source. These impact fees can only be spent on sewer projects that are made necessary by new growth.

Sewer Impact Fee Fund (57) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$748,000	\$1,167,766	\$2,323,325	\$2,323,325	\$2,532,545
Revenues	\$950,752	\$1,190,482	\$647,985	\$612,205	\$590,788
Expenditures	\$710,662	\$34,923	\$647,985	\$402,985	\$658,664
Total Revenues Less Expenditures:	\$240,090	\$1,155,559	\$0	\$209,220	-\$67,876
Ending Fund Balance:	\$988,090	\$2,323,325	\$2,323,325	\$2,532,545	\$2,464,669

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$10,103	\$0	\$35,000	\$131,900	\$56,300	60.9%
Total Interest:	\$10,103	\$0	\$35,000	\$131,900	\$56,300	60.9%
Other Revenues						
IMPACT FEE	\$940,649	\$1,190,482	\$563,697	\$480,305	\$534,488	-5.2%
Total Other Revenues:	\$940,649	\$1,190,482	\$563,697	\$480,305	\$534,488	-5.2%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$49,288	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$49,288	\$0	\$0	-100%
Total Revenue Source:	\$950,752	\$1,190,482	\$647,985	\$612,205	\$590,788	-8.8%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL & TECHNICAL SERVICE	\$0	\$23,845	\$25,000	\$25,000	\$0	-100%
INTEREST EXPENSE	\$2,702	\$2,618	\$2,530	\$0	\$0	-100%
Total Operations:	\$2,702	\$26,463	\$27,530	\$25,000	\$0	-100%
Capital Outlay						
IMPROVEMENTS OTHER THAN BUILDING	\$528,284	\$0	\$610,000	\$365,000	\$645,697	5.9%
CAPITAL EXPENSE OFFSET	\$89,838	\$0	\$0	\$0	\$0	0%
Total Capital Outlay:	\$618,122	\$0	\$610,000	\$365,000	\$645,697	5.9%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$1,859	\$1,859	\$1,860	0.1%
Total Other Operating:	\$0	\$0	\$1,859	\$1,859	\$1,860	0.1%
Transfers						
CONTRIBUTIONS TO WASTE WATER FUND	\$89,838	\$0	\$0	\$0	\$0	0%
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$8,460	\$8,596	\$8,596	\$8,663	0.8%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$2,530	\$2,444	N/A
Total Transfers:	\$89,838	\$8,460	\$8,596	\$11,126	\$11,107	29.2%
Total Expense Objects:	\$710,662	\$34,923	\$647,985	\$402,985	\$658,664	1.6%



Sewer Capital Fund (67)

The Sewer Capital Fund accounts for all sewer capital projects funded from non-restricted revenues.

Sewer Capital Fund (67) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$1,628,136	\$684,343	\$7,767,795	\$7,767,795	\$6,494,238
Revenues	\$5,292	\$7,103,110	\$9,049,807	\$9,692,000	\$2,600,000
Expenditures	\$3,997,822	\$19,658	\$9,049,807	\$10,965,557	\$5,450,600
Total Revenues Less Expenditures:	-\$3,992,530	\$7,083,452	\$0	-\$1,273,557	-\$2,850,600
Ending Fund Balance:	-\$2,364,394	\$7,767,795	\$7,767,795	\$6,494,238	\$3,643,638

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$5,292	\$0	\$17,000	\$0	\$0	-100%
Total Interest:	\$5,292	\$0	\$17,000	\$0	\$0	-100%
Other Revenues						
SALE OF FIXED ASSETS	\$0	\$68,650	\$0	\$0	\$0	0%
Total Other Revenues:	\$0	\$68,650	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions						
TRANSFER FROM WASTE WATER OPER. (52)	\$0	\$7,026,000	\$0	\$9,692,000	\$2,600,000	N/A
CONTRIBUTIONS-SEWER IMPACT PRINCIPAL	\$0	\$8,460	\$0	\$0	\$0	0%
Total Allocated Operational Costs & Contributions:	\$0	\$7,034,460	\$0	\$9,692,000	\$2,600,000	N/A
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$9,032,807	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$9,032,807	\$0	\$0	-100%
Total Revenue Source:	\$5,292	\$7,103,110	\$9,049,807	\$9,692,000	\$2,600,000	-71.3%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Capital Outlay						
BUILDING	\$0	\$0	\$27,600	\$27,600	\$0	-100%
IMPROV. OTHER THAN BUILDINGS`	\$945,044	\$0	\$8,781,500	\$8,781,500	\$5,447,000	-38%
CAPITAL EQUIPMENT	\$389,676	\$19,658	\$240,707	\$240,707	\$3,600	-98.5%
CAPITAL EXPENSE OFFSET	\$1,331,551	\$0	\$0	\$0	\$0	0%
Total Capital Outlay:	\$2,666,271	\$19,658	\$9,049,807	\$9,049,807	\$5,450,600	-39.8%
Transfers						
CONTRIBUTIONS TO WASTE WATER FUND	\$1,331,551	\$0	\$0	\$1,915,750	\$0	0%
Total Transfers:	\$1,331,551	\$0	\$0	\$1,915,750	\$0	0%
Total Expense Objects:	\$3,997,822	\$19,658	\$9,049,807	\$10,965,557	\$5,450,600	-39.8%



Storm Water Fund Summary

The purpose of the Storm Water Fund is to account for all activities related to maintaining the City's storm water system. Activities include street sweeping, storm drain maintenance, culvert repair and maintenance, and overall system management. The system serves 5,242 customers.

Storm Water Fund Summary Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$385,747	\$453,614	\$688,441	\$688,441	\$607,429
Revenues					
Charges for Services	\$625,626	\$800,558	\$930,000	\$930,000	\$1,060,000
Intergovernmental	\$0	\$3,522	\$0	\$0	\$0
Fines & Forfeitures	\$3,507	\$4,258	\$3,500	\$6,700	\$6,000
Interest	\$1,965	\$0	\$8,750	\$750	\$30,300
Other Revenues	\$302	-\$7,353	\$0	\$4,510	\$0
Allocated Operational Costs & Contributions	\$0	\$31,330	\$204,177	\$204,177	\$265,000
Allocated Operational Costs & Contributions from Surplus	\$0	\$0	\$106,725	\$0	\$0
Total Revenues:	\$631,400	\$832,315	\$1,253,152	\$1,146,137	\$1,361,300
Expenditures					
Salaries and Benefits	\$352,863	\$364,850	\$459,283	\$450,200	\$554,005
Operations	\$233,510	\$251,918	\$206,163	\$183,531	\$175,915
Capital Outlay	\$2	\$0	\$249,889	\$286,089	\$269,200
Other Operating	\$0	\$0	\$3,654	\$3,654	\$3,654
Transfers	\$71,992	\$123,142	\$336,075	\$327,315	\$431,134
Total Expenditures:	\$658,367	\$739,910	\$1,255,064	\$1,250,789	\$1,433,908
Total Revenues Less Expenditures:	-\$26,967	\$92,405	-\$1,912	-\$104,652	-\$72,608
Ending Fund Balance:	\$358,780	\$546,019	\$686,529	\$583,789	\$534,821



Storm Water Fund (54)

The purpose of the Storm Water Fund is to account for all activities related to maintaining the City's storm water system. Activities include street sweeping, storm drain maintenance, culvert repair and maintenance, and overall system management. The system serves 5,242 customers.

Storm Water Fund (54) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$346,805	\$408,652	\$619,099	\$619,099	\$595,609
Revenues	\$631,103	\$800,985	\$1,003,263	\$941,210	\$1,096,300
Expenditures	\$633,961	\$732,961	\$1,005,175	\$964,700	\$1,164,708
Total Revenues Less Expenditures:	-\$2,858	\$68,024	-\$1,912	-\$23,490	-\$68,408
Ending Fund Balance:	\$343,947	\$476,676	\$617,187	\$595,609	\$527,201

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
STORM DRAIN FEES	\$625,626	\$800,558	\$930,000	\$930,000	\$1,060,000	14%
Total Charges for Services:	\$625,626	\$800,558	\$930,000	\$930,000	\$1,060,000	14%
Intergovernmental						
STATE GRANT	\$0	\$3,522	\$0	\$0	\$0	0%
Total Intergovernmental:	\$0	\$3,522	\$0	\$0	\$0	0%
Fines & Forfeitures						
PENALTY - LATE FEES	\$3,507	\$4,258	\$3,500	\$6,700	\$6,000	71.4%
Total Fines & Forfeitures:	\$3,507	\$4,258	\$3,500	\$6,700	\$6,000	71.4%
Interest						
INTEREST INCOME	\$1,668	\$0	\$8,000	\$0	\$30,300	278.8%
Total Interest:	\$1,668	\$0	\$8,000	\$0	\$30,300	278.8%
Other Revenues						
SALE OF FIXED ASSETS	\$0	-\$7,353	\$0	\$0	\$0	0%
INSURANCE PROCEEDS	\$0	\$0	\$0	\$4,510	\$0	0%
MISCELLANEOUS REVENUE	\$302	\$0	\$0	\$0	\$0	0%
Total Other Revenues:	\$302	-\$7,353	\$0	\$4,510	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS FROM SURPLUS	\$0	\$0	\$61,763	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$61,763	\$0	\$0	-100%
Total Revenue Source:	\$631,103	\$800,985	\$1,003,263	\$941,210	\$1,096,300	9.3%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$189,438	\$173,707	\$283,619	\$290,600	\$362,211	27.7%
OVERTIME	\$21,546	\$57,088	\$4,000	\$14,200	\$14,100	252.5%
EMPLOYEE BENEFITS	\$111,966	\$134,055	\$149,967	\$125,700	\$150,912	0.6%
PENSION EXPENSE YEAR END	\$29,913	\$0	\$0	\$0	\$0	0%
FICA AND MEDICARE	\$0	\$0	\$21,697	\$19,700	\$26,782	23.4%
Total Salaries and Benefits:	\$352,863	\$364,850	\$459,283	\$450,200	\$554,005	20.6%
Operations						
UNIFORM ALLOWANCE	\$4,327	\$6,677	\$5,680	\$5,680	\$5,900	3.9%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$126	\$527	\$675	\$500	\$660	-2.2%
PUBLIC NOTICES	\$1,444	\$1,839	\$1,300	\$1,300	\$1,100	-15.4%
TRAVEL	\$553	\$979	\$1,800	\$1,200	\$1,800	0%
OFFICE SUPPLIES	\$749	\$382	\$1,200	\$1,200	\$1,200	0%
EQUIPMENT MAINTENANCE	\$12,220	\$18,556	\$14,000	\$11,000	\$2,810	-79.9%
BUILDINGS & GROUNDS	\$2,575	\$3,454	\$6,210	\$5,000	\$4,000	-35.6%
UTILITIES	\$3,056	\$4,504	\$4,200	\$4,200	\$4,980	18.6%
TELEPHONE	\$2,691	\$2,999	\$3,150	\$3,150	\$3,060	-2.9%
GASOLINE & OIL	\$6,152	\$8,173	\$9,000	\$9,000	\$8,500	-5.6%
PROF. & TECHNICAL SERVICES	\$27,305	\$29,178	\$75,000	\$70,000	\$28,240	-62.3%
TRAINING	\$1,706	\$1,911	\$3,100	\$2,800	\$3,000	-3.2%
MEALS	\$0	\$0	\$700	\$700	\$700	0%
SPECIAL SUPPLIES	\$11,596	\$19,162	\$11,000	\$9,000	\$10,000	-9.1%
INSURANCE	\$7,431	\$8,516	\$8,500	\$9,250	\$10,200	20%
INTEREST EXPENSE	\$5,305	\$9,227	\$4,972	\$0	\$0	-100%
MISCELLANEOUS	\$7,765	\$9,704	\$9,780	\$9,780	\$0	-100%
DEPRECIATION	\$87,287	\$99,534	\$0	\$0	\$0	0%
EQUIPMENT	\$26,818	\$19,647	\$38,200	\$32,000	\$79,940	109.3%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$3,341	\$3,341	\$5,025	50.4%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$4,355	\$4,430	\$4,800	10.2%
Total Operations:	\$209,106	\$244,969	\$206,163	\$183,531	\$175,915	-14.7%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$3,654	\$3,654	\$3,654	0%
Total Other Operating:	\$0	\$0	\$3,654	\$3,654	\$3,654	0%
Transfers						
TRANSFERS TO GENERAL FUND - INDIRECT SALARIES	\$55,095	\$67,972	\$85,752	\$70,000	\$113,750	32.7%
TRANSFERS TO GENERAL FUND - BENEFITS	\$16,897	\$23,840	\$29,255	\$31,275	\$30,557	4.5%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$16,891	\$16,891	\$17,024	0.8%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$4,972	\$4,803	N/A
TRANSFER - STORMWATER CAPITAL (68)	\$0	\$31,330	\$204,177	\$204,177	\$265,000	29.8%
Total Transfers:	\$71,992	\$123,142	\$336,075	\$327,315	\$431,134	28.3%
Total Expense Objects:	\$633,961	\$732,961	\$1,005,175	\$964,700	\$1,164,708	15.9%



Storm Water Capital Fund (68)

The Storm Water Capital Fund accounts for all storm water capital projects funded from non-restricted revenues.

Storm Water Capital Fund (68) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$38,942	\$44,962	\$69,342	\$69,342	\$11,820
Revenues	\$297	\$31,330	\$249,889	\$204,927	\$265,000
Expenditures	\$24,406	\$6,949	\$249,889	\$286,089	\$269,200
Total Revenues Less Expenditures:	-\$24,109	\$24,381	\$0	-\$81,162	-\$4,200
Ending Fund Balance:	\$14,833	\$69,343	\$69,342	-\$11,820	\$7,620

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$297	\$0	\$750	\$750	\$0	-100%
Total Interest:	\$297	\$0	\$750	\$750	\$0	-100%
Allocated Operational Costs & Contributions						
CONTRIBUTION FROM UTILITY OPERATING	\$0	\$31,330	\$0	\$0	\$0	0%
TRANSFER FROM STORMWATER FUND (54)	\$0	\$0	\$204,177	\$204,177	\$265,000	29.8%
Total Allocated Operational Costs & Contributions:	\$0	\$31,330	\$204,177	\$204,177	\$265,000	29.8%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$44,962	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$44,962	\$0	\$0	-100%
Total Revenue Source:	\$297	\$31,330	\$249,889	\$204,927	\$265,000	6%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROF. & TECHNICAL SERVICES	\$24,404	\$6,949	\$0	\$0	\$0	0%
Total Operations:	\$24,404	\$6,949	\$0	\$0	\$0	0%
Capital Outlay						
IMPROV. OTHER THAN BUILDINGS	\$1	\$0	\$249,889	\$249,889	\$268,000	7.2%
CAPITAL EQUIPMENT	\$1	\$0	\$0	\$36,200	\$1,200	N/A
Total Capital Outlay:	\$2	\$0	\$249,889	\$286,089	\$269,200	7.7%
Total Expense Objects:	\$24,406	\$6,949	\$249,889	\$286,089	\$269,200	7.7%



Pressurized Irrigation Fund Summary

The purpose of the Pressurized Irrigation Operating Fund is to assure proper operation of the City's pressurized irrigation system. Heber City services 3,187 Pressurized Irrigation accounts.

Pressurized Irrigation Fund Summary Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$2,013,970	\$6,929,768	\$3,759,245	\$3,759,245	\$5,313,051
Revenues					
Charges for Services	\$791,425	\$1,043,413	\$887,500	\$887,500	\$1,207,000
Intergovernmental	\$0	\$2,113	\$0	\$2,600,000	\$2,995,000
Fines & Forfeitures	\$4,126	\$5,010	\$4,000	\$4,000	\$7,000
Interest	\$14,645	\$14,861	\$90,000	\$642,350	\$189,000
Other Revenues	\$252,765	\$310,660	\$289,055	\$2,033,857	\$273,904
Allocated Operational Costs & Contributions	\$1,069,087	\$3,426,471	\$5,481,734	\$4,817,000	\$3,370,000
Allocated Operational Costs & Contributions from Surplus	\$141,448	\$0	\$6,451,325	\$0	\$0
Total Revenues:	\$2,273,496	\$4,802,528	\$13,203,614	\$10,984,707	\$8,041,904
Expenditures					
Salaries and Benefits	\$159,601	\$154,129	\$201,380	\$353,900	\$342,011
Operations	\$378,579	\$426,754	\$268,587	\$176,587	\$147,151
Capital Outlay	\$2,138,174	\$0	\$6,926,734	\$3,784,000	\$7,584,446
Other Operating	\$0	\$0	\$217	\$217	\$217
Transfers	\$1,131,603	\$2,977,533	\$5,610,272	\$5,116,197	\$3,756,177
Total Expenditures:	\$3,807,957	\$3,558,416	\$13,007,190	\$9,430,901	\$11,830,002
Total Revenues Less Expenditures:	-\$1,534,461	\$1,244,112	\$196,424	\$1,553,806	-\$3,788,098
Ending Fund Balance:	\$479,509	\$8,173,880	\$3,955,669	\$5,313,051	\$1,524,953



Pressurized Irrigation Fund (55)

The purpose of the Pressurized Irrigation Operating Fund is to assure proper operation of the City's pressurized irrigation system. Heber City services 3,187 Pressurized Irrigation accounts.

Pressurized Irrigation Fund (55) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$518,068	\$6,161,037	-\$196,242	-\$196,242	\$91,162
Revenues	\$2,012,526	\$1,591,868	\$6,263,525	\$5,930,950	\$4,353,000
Expenditures	\$600,383	\$3,534,509	\$6,077,101	\$5,643,546	\$4,242,205
Total Revenues Less Expenditures:	\$1,412,143	-\$1,942,641	\$186,424	\$287,404	\$110,795
Ending Fund Balance:	\$1,930,211	\$4,218,396	-\$9,818	\$91,162	\$201,957

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
HOOK-UP FEES - WATER	\$154,119	\$158,770	\$125,000	\$125,000	\$74,000	-40.8%
PRESSURIZED IRRIGATION SALES	\$624,648	\$762,520	\$747,500	\$747,500	\$1,118,000	49.6%
PRESSURIZED IRRIGATION ASSESSMENT	\$12,658	\$122,123	\$15,000	\$15,000	\$15,000	0%
Total Charges for Services:	\$791,425	\$1,043,413	\$887,500	\$887,500	\$1,207,000	36%
Intergovernmental						
FEDERAL GRANTS	\$0	\$0	\$0	\$2,600,000	\$2,995,000	N/A
STATE GRANTS	\$0	\$2,113	\$0	\$0	\$0	0%
Total Intergovernmental:	\$0	\$2,113	\$0	\$2,600,000	\$2,995,000	N/A
Fines & Forfeitures						
PENALTY - LATE FEES	\$4,126	\$5,010	\$4,000	\$4,000	\$7,000	75%
Total Fines & Forfeitures:	\$4,126	\$5,010	\$4,000	\$4,000	\$7,000	75%
Interest						
INTEREST INCOME	\$6,259	\$14,861	\$70,000	\$564,450	\$144,000	105.7%
Total Interest:	\$6,259	\$14,861	\$70,000	\$564,450	\$144,000	105.7%
Other Revenues						
MISCELLANEOUS REVENUE	\$181	\$0	\$0	\$1,875,000	\$0	0%
Total Other Revenues:	\$181	\$0	\$0	\$1,875,000	\$0	0%
Allocated Operational Costs & Contributions						
CONTRIBUTIONS FROM OTHER FUNDS	\$1,069,087	\$526,471	\$0	\$0	\$0	0%
Total Allocated Operational Costs & Contributions:	\$1,069,087	\$526,471	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
DEVELOPER CONTRIBUTIONS	\$141,448	\$0	\$0	\$0	\$0	0%
CONTRIBUTIONS FROM SURPLUS	\$0	\$0	\$5,302,025	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$141,448	\$0	\$5,302,025	\$0	\$0	-100%
Total Revenue Source:	\$2,012,526	\$1,591,868	\$6,263,525	\$5,930,950	\$4,353,000	-30.5%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$91,215	\$105,703	\$125,735	\$235,600	\$227,069	80.6%
OVERTIME	\$3,875	\$7,958	\$3,000	\$8,500	\$7,540	151.3%
EMPLOYEE BENEFITS	\$46,310	\$40,468	\$63,026	\$93,800	\$90,342	43.3%
PENSION EXPENSE YEAR END	\$18,201	\$0	\$0	\$0	\$0	0%
FICA AND MEDICARE	\$0	\$0	\$9,619	\$16,000	\$17,060	77.4%
Total Salaries and Benefits:	\$159,601	\$154,129	\$201,380	\$353,900	\$342,011	69.8%
Operations						
UNIFORM ALLOWANCE	\$2,998	\$3,352	\$4,344	\$4,344	\$5,210	19.9%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$84	\$300	\$428	\$300	\$416	-2.8%
PUBLIC NOTICES	\$1,043	\$1,046	\$1,100	\$1,100	\$1,100	0%
TRAVEL	\$242	\$503	\$1,500	\$1,200	\$1,500	0%
OFFICE SUPPLIES	\$467	\$274	\$1,600	\$1,600	\$1,400	-12.5%
EQUIP. SUPPLIES & MAINTENANCE	\$1,166	\$11,049	\$7,620	\$6,500	\$2,486	-67.4%
BUILDINGS & GROUNDS	\$1,554	\$2,073	\$3,790	\$3,000	\$2,500	-34%
UTILITIES	\$1,834	\$2,702	\$2,500	\$2,500	\$3,000	20%
TELEPHONE	\$1,049	\$1,257	\$1,400	\$1,400	\$1,832	30.9%
GASOLINE & OIL	\$3,998	\$5,396	\$5,100	\$5,100	\$4,800	-5.9%
PROFESSIONAL SERVICES	\$117,593	\$96,192	\$115,560	\$115,560	\$68,692	-40.6%
TRAINING	\$976	\$1,254	\$1,580	\$1,200	\$1,590	0.6%
MEALS	\$0	\$0	\$420	\$420	\$420	0%
SPECIAL SUPPLIES	\$3,522	\$4,488	\$9,000	\$9,000	\$9,000	0%
INSURANCE	\$0	\$121	\$525	\$525	\$150	-71.4%
INTEREST EXPENSE	\$754	\$5,494	\$88,619	\$0	\$0	-100%
MISCELLANEOUS	\$3,183	\$3,881	\$4,000	\$4,000	\$0	-100%
DEPRECIATION	\$227,387	\$255,443	\$0	\$0	\$0	0%
EQUIPMENT	\$10,416	\$8,022	\$13,680	\$13,680	\$38,130	178.7%
INTERNAL SERVICE - IT CHARGE	\$0	\$0	\$2,218	\$2,218	\$2,525	13.8%
INTERNAL SERVICE - ADMIN	\$0	\$0	\$2,889	\$2,940	\$2,400	-16.9%
Total Operations:	\$378,266	\$402,847	\$267,873	\$176,587	\$147,151	-45.1%
Transfers						
CONTRIBUTION TO GENERAL FUND - INDIRECT SALARIES	\$47,206	\$57,488	\$71,396	\$60,285	\$93,675	31.2%
CONTRIBUTION TO GENERAL FUND - INDIRECT BENEFITS	\$15,310	\$20,045	\$24,087	\$22,100	\$25,174	4.5%
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$30,631	\$148,055	\$179,074	484.6%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$65,619	\$85,119	N/A
TRANSFER TO PRESSURIZED IRRIGATION CAPITAL (69)	\$0	\$2,900,000	\$5,481,734	\$4,817,000	\$3,370,000	-38.5%
Total Transfers:	\$62,516	\$2,977,533	\$5,607,848	\$5,113,059	\$3,753,043	-33.1%
Total Expense Objects:	\$600,383	\$3,534,509	\$6,077,101	\$5,643,546	\$4,242,205	-30.2%



**Pressurized
Irrigation
Impact Fee
Fund (58)**

The Pressurized Irrigation Impact Fee Fund is intended to account for pressurized irrigation impact fee revenues, which are considered a restricted revenue source. These impact fees can only be spent on pressurized irrigation projects that are made necessary by new growth.

**Pressurized Irrigation Impact Fee Fund (58) Comprehensive
Summary**

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$679,447	\$935,730	\$1,222,484	\$1,222,484	\$265,886
Revenues	\$256,596	\$310,660	\$1,248,355	\$226,757	\$318,904
Expenditures	\$313	\$23,907	\$1,248,355	\$1,183,355	\$430,077
Total Revenues Less Expenditures:	\$256,283	\$286,753	\$0	-\$956,598	-\$111,173
Ending Fund Balance:	\$935,730	\$1,222,483	\$1,222,484	\$265,886	\$154,713

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$4,012	\$0	\$10,000	\$67,900	\$45,000	350%
Total Interest:	\$4,012	\$0	\$10,000	\$67,900	\$45,000	350%
Other Revenues						
IMPACT FEES	\$252,584	\$310,660	\$289,055	\$158,857	\$273,904	-5.2%
Total Other Revenues:	\$252,584	\$310,660	\$289,055	\$158,857	\$273,904	-5.2%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$949,300	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$949,300	\$0	\$0	-100%
Total Revenue Source:	\$256,596	\$310,660	\$1,248,355	\$226,757	\$318,904	-74.5%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL & TECHNICAL SERVICE	\$0	\$23,604	\$0	\$0	\$0	0%
INTEREST EXPENSE	\$313	\$303	\$714	\$0	\$0	-100%
Total Operations:	\$313	\$23,907	\$714	\$0	\$0	-100%
Capital Outlay						
IMPROVEMENTS OTHER THAN BUILDING	\$0	\$0	\$1,245,000	\$1,180,000	\$426,726	-65.7%
Total Capital Outlay:	\$0	\$0	\$1,245,000	\$1,180,000	\$426,726	-65.7%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$217	\$217	\$217	0%
Total Other Operating:	\$0	\$0	\$217	\$217	\$217	0%
Transfers						
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$2,424	\$2,424	\$2,444	0.8%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$714	\$690	N/A
Total Transfers:	\$0	\$0	\$2,424	\$3,138	\$3,134	29.3%
Total Expense Objects:	\$313	\$23,907	\$1,248,355	\$1,183,355	\$430,077	-65.5%



**Pressurized
Irrigation
Capital Fund
(69)**

The Pressurized Irrigation Capital Fund accounts for all pressurized irrigation capital projects funded from non-restricted revenue sources.

Pressurized Irrigation Capital Fund (69) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$816,455	-\$166,999	\$2,733,003	\$2,733,003	\$4,956,003
Revenues	\$4,374	\$2,900,000	\$5,691,734	\$4,827,000	\$3,370,000
Expenditures	\$3,207,261	\$0	\$5,681,734	\$2,604,000	\$7,157,720
Total Revenues Less Expenditures:	-\$3,202,887	\$2,900,000	\$10,000	\$2,223,000	-\$3,787,720
Ending Fund Balance:	-\$2,386,432	\$2,733,001	\$2,743,003	\$4,956,003	\$1,168,283

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$4,374	\$0	\$10,000	\$10,000	\$0	-100%
Total Interest:	\$4,374	\$0	\$10,000	\$10,000	\$0	-100%
Allocated Operational Costs & Contributions						
TRANSFER FROM PRESSURIZED IRRIGATION (55)	\$0	\$2,900,000	\$5,481,734	\$4,817,000	\$3,370,000	-38.5%
Total Allocated Operational Costs & Contributions:	\$0	\$2,900,000	\$5,481,734	\$4,817,000	\$3,370,000	-38.5%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$200,000	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$200,000	\$0	\$0	-100%
Total Revenue Source:	\$4,374	\$2,900,000	\$5,691,734	\$4,827,000	\$3,370,000	-40.8%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Capital Outlay						
IMPROV. OTHER THAN BUILDING	\$1,064,089	\$0	\$5,681,734	\$2,600,000	\$7,157,000	26%
CAPITAL EQUIPMENT	\$4,998	\$0	\$0	\$4,000	\$720	N/A
CAPITAL EXPENSE OFFSET	\$1,069,087	\$0	\$0	\$0	\$0	0%
Total Capital Outlay:	\$2,138,174	\$0	\$5,681,734	\$2,604,000	\$7,157,720	26%
Transfers						
CONTRIBUTIONS TO PRESSURIZED IRRIGATION	\$1,069,087	\$0	\$0	\$0	\$0	0%
Total Transfers:	\$1,069,087	\$0	\$0	\$0	\$0	0%
Total Expense Objects:	\$3,207,261	\$0	\$5,681,734	\$2,604,000	\$7,157,720	26%



Debt Service Fund (31)

Debt Service Fund (31) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$365,464	\$386,707	\$380,370	\$380,370	\$393,467
Revenues	\$899,957	\$870,949	\$1,321,541	\$1,314,541	\$1,301,819
Expenditures	\$878,714	\$877,286	\$1,314,542	\$1,301,444	\$1,301,819
Total Revenues Less Expenditures:	\$21,243	-\$6,337	\$6,999	\$13,097	\$0
Ending Fund Balance:	\$386,707	\$380,370	\$387,369	\$393,467	\$393,467

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Property Taxes						
INTEREST	\$2,111	\$0	\$7,000	\$0	\$0	-100%
Total Property Taxes:	\$2,111	\$0	\$7,000	\$0	\$0	-100%
Other Revenues						
CONTRIBUTION-OTHER FUNDS	\$897,846	\$870,949	\$1,314,541	\$1,314,541	\$1,301,819	-1%
Total Other Revenues:	\$897,846	\$870,949	\$1,314,541	\$1,314,541	\$1,301,819	-1%
Total Revenue Source:	\$899,957	\$870,949	\$1,321,541	\$1,314,541	\$1,301,819	-1.5%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
BOND PRINCIPAL	\$768,636	\$781,005	\$1,022,736	\$1,024,736	\$1,042,104	1.9%
Total Salaries and Benefits:	\$768,636	\$781,005	\$1,022,736	\$1,024,736	\$1,042,104	1.9%
Operations						
INTEREST ON BONDS	\$110,078	\$96,281	\$281,696	\$266,598	\$249,606	-11.4%
Total Operations:	\$110,078	\$96,281	\$281,696	\$266,598	\$249,606	-11.4%
Other Operating						
DEBT SERVICE FUND	\$0	\$0	\$10,110	\$10,110	\$10,110	0%
Total Other Operating:	\$0	\$0	\$10,110	\$10,110	\$10,110	0%
Total Expense Objects:	\$878,714	\$877,286	\$1,314,542	\$1,301,444	\$1,301,819	-1%



Internal Service Fund (61)

The Internal Service Fund accounts for all general capital projects entailing facilities, IT, and equipment.

Internal Service Fund (61) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$641,129	\$1,428,905	\$1,436,684	\$1,436,684	\$852,330
Revenues	\$568,650	\$594,185	\$1,002,628	\$379,000	\$1,858,480
Expenditures	\$362,896	\$327,241	\$963,354	\$963,354	\$2,359,995
Total Revenues Less Expenditures:	\$205,754	\$266,944	\$39,274	-\$584,354	-\$501,515
Ending Fund Balance:	\$846,883	\$1,695,849	\$1,475,958	\$852,330	\$350,815

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
BANKING INTEREST	\$4,774	\$0	\$30,000	\$0	\$0	-100%
Total Interest:	\$4,774	\$0	\$30,000	\$0	\$0	-100%
Other Revenues						
SALE OF FIXED ASSETS	\$109,354	\$170,737	\$102,100	\$0	\$0	-100%
Total Other Revenues:	\$109,354	\$170,737	\$102,100	\$0	\$0	-100%
Allocated Operational Costs & Contributions						
EQ. REPLACEMENT CHARGE - VEHICLES	\$454,522	\$423,448	\$552,528	\$379,000	\$1,858,480	236.4%
Total Allocated Operational Costs & Contributions:	\$454,522	\$423,448	\$552,528	\$379,000	\$1,858,480	236.4%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTION-FUND SURPLUS	\$0	\$0	\$318,000	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$318,000	\$0	\$0	-100%
Total Revenue Source:	\$568,650	\$594,185	\$1,002,628	\$379,000	\$1,858,480	85.4%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$0	\$0	\$0	\$0	\$260,402	N/A
EMPLOYEE BENEFITS	\$0	\$0	\$0	\$0	\$104,559	N/A
FICA AND MEDICARE	\$0	\$0	\$0	\$0	\$19,994	N/A
Total Salaries and Benefits:	\$0	\$0	\$0	\$0	\$384,955	N/A
Operations						
UNIFORM ALLOWANCE	\$0	\$0	\$0	\$0	\$5,000	N/A
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$0	\$0	\$0	\$0	\$13,800	N/A
TRAVEL	\$0	\$0	\$0	\$0	\$1,100	N/A
EQUIP. SUPPLIES & MAINTENANCE	\$0	\$0	\$0	\$0	\$275,000	N/A
TRAINING	\$0	\$0	\$0	\$0	\$6,300	N/A
INTEREST EXPENSE	\$0	\$5,400	\$0	\$0	\$0	0%
DEPRECIATION	\$362,896	\$285,623	\$0	\$0	\$0	0%
EQUIPMENT	\$0	\$0	\$0	\$0	\$1,186,440	N/A
Total Operations:	\$362,896	\$291,023	\$0	\$0	\$1,487,640	N/A
Capital Outlay						
CAPITAL PURCHASES	\$0	\$36,218	\$963,354	\$963,354	\$487,400	-49.4%
Total Capital Outlay:	\$0	\$36,218	\$963,354	\$963,354	\$487,400	-49.4%
Total Expense Objects:	\$362,896	\$327,241	\$963,354	\$963,354	\$2,359,995	145%



Perpetual Care Fund (71)

Perpetual Care Fund (71) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$535,300	\$638,324	\$688,230	\$688,230	\$740,182
Revenues	\$103,024	\$49,906	\$72,000	\$51,952	\$60,000
Total Revenues Less Expenditures:	\$103,024	\$49,906	\$72,000	\$51,952	\$60,000
Ending Fund Balance:	\$638,324	\$688,230	\$760,230	\$740,182	\$800,182

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
PERPETUAL CARE CERTIFICATES	\$100,123	\$49,906	\$60,000	\$39,952	\$60,000	0%
Total Charges for Services:	\$100,123	\$49,906	\$60,000	\$39,952	\$60,000	0%
Interest						
BANKING INTEREST	\$2,901	\$0	\$12,000	\$12,000	\$0	-100%
Total Interest:	\$2,901	\$0	\$12,000	\$12,000	\$0	-100%
Total Revenue Source:	\$103,024	\$49,906	\$72,000	\$51,952	\$60,000	-16.7%



CRA Fund (44)

The Community Reinvestment Agency relies on tax increment funding (TIF) derived from interlocal agreements in order to make investments within the downtown area and City's tourism and recreation district.

CRA Fund (44) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$42,219	\$64,155	\$52,208	\$52,208	\$52,208
Revenues	\$49,806	\$0	\$500	\$0	\$20,000
Expenditures	\$0	\$0	\$0	\$0	\$20,000
Total Revenues Less Expenditures:	\$49,806	\$0	\$500	\$0	\$0
Ending Fund Balance:	\$92,025	\$64,155	\$52,708	\$52,208	\$52,208

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Intergovernmental						
STATE GRANTS	\$49,500	\$0	\$0	\$0	\$0	0%
Total Intergovernmental:	\$49,500	\$0	\$0	\$0	\$0	0%
Interest						
INTEREST EARNINGS	\$306	\$0	\$500	\$0	\$0	-100%
Total Interest:	\$306	\$0	\$500	\$0	\$0	-100%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTION FROM SURPLUS	\$0	\$0	\$0	\$0	\$20,000	N/A
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$0	\$0	\$20,000	N/A
Total Revenue Source:	\$49,806	\$0	\$500	\$0	\$20,000	3,900%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
SPECIAL SUPPLIES	\$0	\$0	\$0	\$0	\$20,000	N/A
Total Operations:	\$0	\$0	\$0	\$0	\$20,000	N/A
Total Expense Objects:	\$0	\$0	\$0	\$0	\$20,000	N/A

DEBT

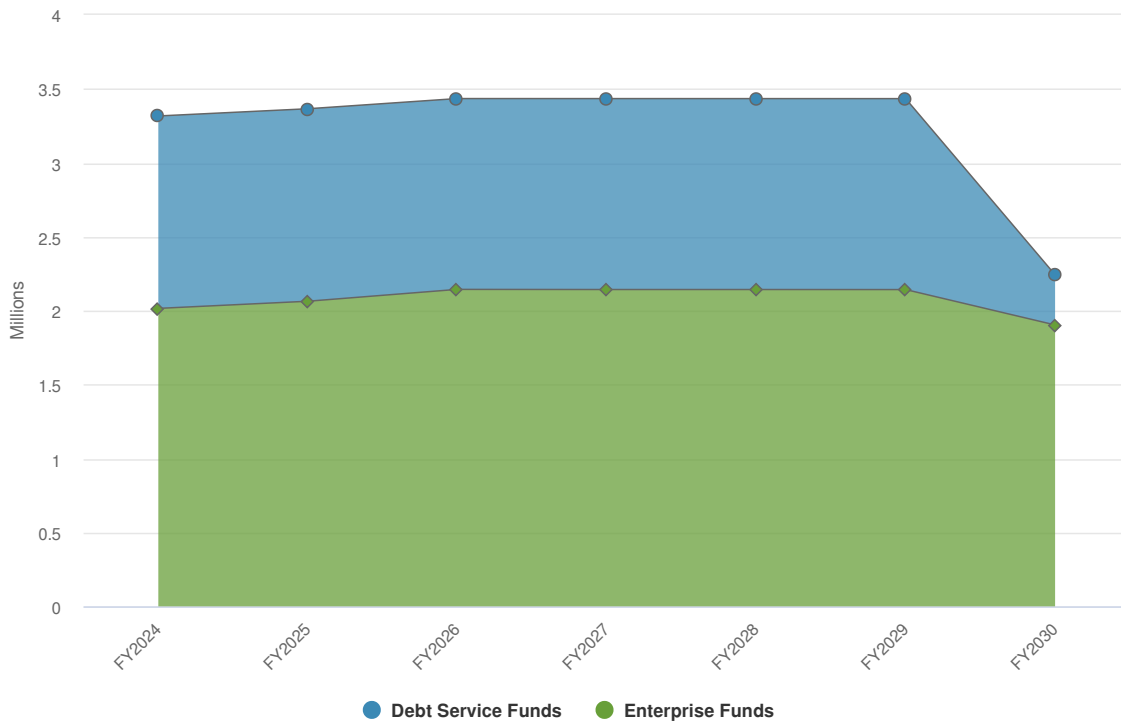
Government-wide Debt Overview



\$3,365,267

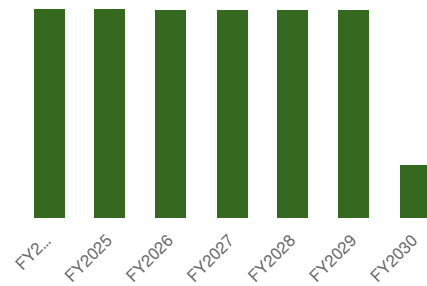
\$48,724 (1.47% vs. 2024 year)

Debt by Fund



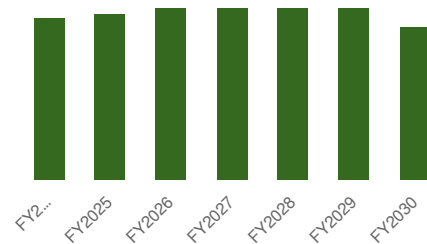
Financial Summary	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	% Change
All Funds	—	—	—	—	—	—	—	FY2024 vs FY2025
Debt Service Funds	\$1,301,444	\$1,301,819	\$1,290,607	\$1,291,359	\$1,291,218	\$1,291,446	\$339,361	0%
Enterprise Funds	\$2,015,099	\$2,063,448	\$2,143,630	\$2,142,734	\$2,142,758	\$2,142,380	\$1,903,097	2.4%
Total All Funds:	\$3,316,543	\$3,365,267	\$3,434,237	\$3,434,093	\$3,433,976	\$3,433,826	\$2,242,458	1.5%

Debt Service Funds



Financial Summary	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	% Change
Debt Service Funds	—	—	—	—	—	—	—	FY2024 vs FY2025
Governmental Funds	\$1,301,444	\$1,301,819	\$1,290,607	\$1,291,359	\$1,291,218	\$1,291,446	\$339,361	0%
Total Debt Service Funds:	\$1,301,444	\$1,301,819	\$1,290,607	\$1,291,359	\$1,291,218	\$1,291,446	\$339,361	0%

Enterprise Funds



Financial Summary	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	% Change
Enterprise Funds	—	—	—	—	—	—	—	FY2024 vs FY2025
Culinary Water	\$875,104	\$874,314	\$868,144	\$867,789	\$868,087	\$868,523	\$868,304	-0.1%
Sewer Water	\$897,449	\$896,110	\$891,160	\$890,433	\$890,844	\$889,916	\$709,884	-0.1%
Stormwater	\$25,516	\$25,480	\$21,789	\$21,751	\$21,844	\$21,801	\$21,757	-0.1%
Pressurized Irrigation	\$217,029	\$267,543	\$362,536	\$362,761	\$361,982	\$362,140	\$303,151	23.3%
Total Enterprise Funds:	\$2,015,099	\$2,063,448	\$2,143,630	\$2,142,734	\$2,142,758	\$2,142,380	\$1,903,097	2.4%

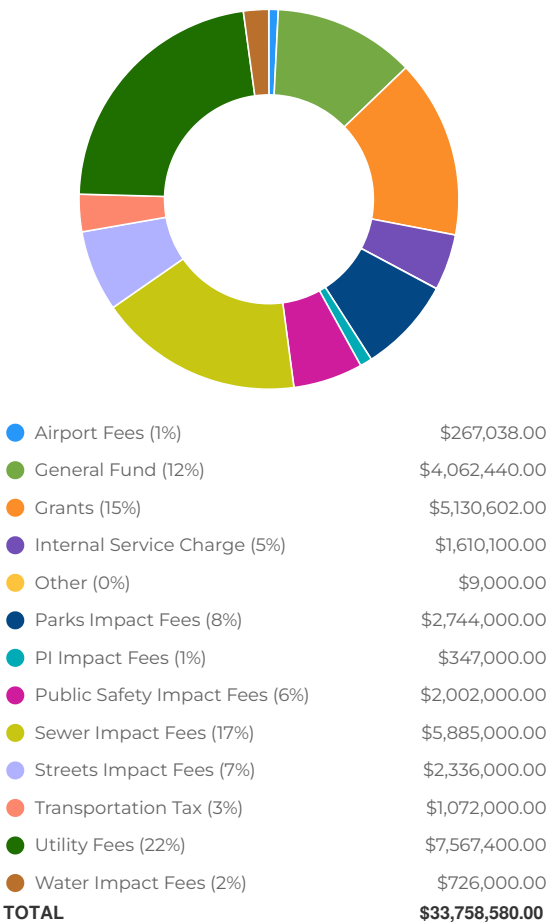
CAPITAL IMPROVEMENTS

Capital Improvements: One-year Plan

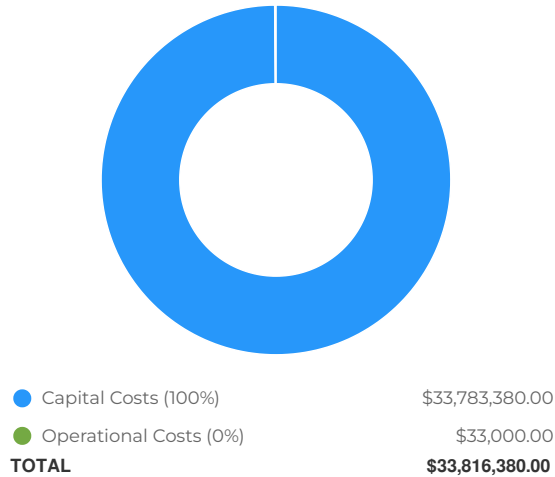
Total Capital Requested
\$33,783,380

67 Capital Improvement Projects

Total Funding Requested by Source



Capital Costs Breakdown



Sewer Water Capital Fund Requests

Itemized Requests for 2025

Callaway Drive Easement Road	\$60,000
-------------------------------------	-----------------

This budget request is aimed at securing the necessary equipment and materials for the reconstruction of the maintenance road providing access to the back-lot sewer main along the western side of Callaway Drive. Over time, neglect and encroachment...

S-047 Central Heber Sewer Replacement - Phase 1	\$5,387,000
--	--------------------

Replace current Sewer infrastructure to maintain Sustainability. The Central Heber Sewer Replacement Project will replace failing infrastructure throughout central Heber. The overall project is estimated to cost over \$80 million...

Total: \$5,447,000

Engineering Requests

Itemized Requests for 2025

D-015 - Annual Ditch / Storm Drain Improvements

\$268,000

This project is to correct deficiencies within the existing irrigation ditch system in the central part of Heber City. The project is to improve the ditch system to facilitate storm drain conveyance. Improvements could include the following: pipe,...

I-003 1200 West - 430 S to 500 S

\$225,000

A 10-inch line should be constructed at 1200 West from the existing line at approximately 500 South to the proposed 6-inch line at approximately 430 South. Development will install and pay for a portion of this line, and impact fees should...

I-011 300 East - East Bypass to 1600 N (12-inch)

\$122,000

A 12-inch line should be constructed on 300 East from the East Bypass through the property just to the east of US 40 to connect to the pipeline at the Wasatch Canal near Coyote Lane. This line is necessary to feed and loop pressure...

I-028 - Citywide PI Meter Replacement

\$5,192,000

Retrofit existing Pressurized Irrigation service connections to include irrigation meters. It is anticipated the city will contract out most of the work, along with assistance from public works, and will complete the work over the next 2...

I-029 - Central Heber Irr Improvements - Phase 1

\$1,965,000

As part of the Central Heber Replacements Project, pressure irrigation improvements will be installed to expand the system and avoid future cuts in the roads.

P-050 - 1000 North Trail - Mill Rd to 550 E

\$23,000

This trail will be constructed on the south side of 1000 North from Mill Road to 550E,

P-070 - Coyote Springs Park

\$2,521,000

Coyote Springs Park will be built on a triangular piece of property owned by the City near the Coyote Ridge and Springs at Coyote Ridge subdivisions.

P-082 - Muirfield Park Expansion

\$200,000

Muirfield Park will be expanded over the next few years in accordance with the Parks and Trails Master Plan and into the property to the northwest of the existing park in the new parcels acquired and placed into a conservation easement. The...

P-083 - Main Street Park Improvements (Bandshell & Pedestrian Plaza)

\$3,562,000

A new Bandshell will be constructed at Main Street Park. The Bandshell is part of a larger undertaking by the City to create a pedestrian-friendly plaza area along 200 South which will eventually extend north along 50 West to City...

S-004 - 600 East - 1200 S to 1900 S (Hidden Ci Ln) (15")

\$332,000

A 15-inch line should be constructed along 600 East from 1200 South to 1900 South. Once this development is designed, the slope of the line is known, and the exact location of the loading is determined, the size of this line should be...

S-024 - 1500 W - 100 S to 1200 S (12")

\$166,000

A 12-inch line should be constructed on the west side of Heber City from 100 South to 1200 South. This will serve the future developments in this area. The 12-inch diameter assumes minimum slope and is not needed for additional...

T-029 - 600 East - 1300 S to Hidden Creek Lane

\$775,000

As a major collector street between 1200 South to East Airport Road, a portion of this road will be constructed with the Sawmill 6 development. As detailed in the city streets Master Plan.



T-041 Southfield Rd - 100 S to 1200 S	\$445,000
Southfield Road will be improved to a major collector street between 100 South and 1200 South as an expansion project for future growth.	
T-046 - 100 West - 500 North to 1000 South	\$261,000
100 West will be re-designed and improved as a pedestrian friendly roadway with angled parking on one side, parallel parking on the other, bulb-outs and other traffic calming measures. The Engineering Design will take place in FY25, wit...	
T-057a East Bypass - Sec B 1050 East to 550 East	\$134,000
Complete engineering design and begin construction of section B of the Eastern Bypass road that will be constructed with a roundabout as a Minor Arterial between 1050 East and 550 East in 2024.	
T-057b - East Bypass - Sec B 1050 East to Roundabout	\$253,000
Complete engineering design and begin construction of the Mill Road intersection of the Eastern Bypass road. The intersection will be constructed as a roundabout.	
T-058a - East Bypass - Sec A (Smiths Cost Share AG)	\$151,000
The Eastern Bypass road will be constructed as a Minor Arterial between Hwy40 and 550 East.	
T-060 Annual Road Maintenance, Seal, Stripe, Cracks	\$475,000
The purpose of this project is to repair, maintain, and seal a majority of the streets in Heber City. It will include crack seals, striping, slurry seals, chip seals, patching, and asphalt overlays. The city utilizes Class C Road funds and...	
T-061 - Annual Sidewalk New Construction and Repair	\$210,000
Repair and / or replacement of deteriorating or dangerous sections of sidewalk through Heber City.	
T-069 - 1900 South - Mill Road to 500 East	\$101,000
1900 South will be constructed as a Minor Collector between Mill Road East and 500 East to accommodate future growth.	
T-088 - 150 East 1000 S to 1200 S	\$650,000
A new road will be built at 150 East from the new Fire Station on 1200 South to 1000 South where it will meet up with an extension of the road built with the View on Main Development. With the plans for the new Fire Station, the city wants to...	
T-091 - Annual Traffic Calming Improvements	\$200,000
Incorporate traffic calming measures in locations to be determined throughout Heber City.	
W-008 - 1900 South - US 40 to Mill Road (12-inch)	\$89,000
A 12-inch line should be constructed along 1900 South from US 40 to Mill Road to provide flow to the area east of US 40 between 1200 South and 2400 South. Development will install the line within the future roads as the area develops, with...	
W-061 US40 or W-061A Ostler Peak Rd - 1600 North to 900 North (12-inch)	\$224,000
A 12-inch pipeline should be installed along the east side of US 40 or along Ostler Peak Lane from 1600 North to 900 North to tie into Project W-007. This line is needed for future development in this area. Development will...	
W-071 Central Heber Water Replacement - Phase 1	\$3,000,000
The overall project is estimated to cost over \$80 million dollars. Phase 1 is intended to address the oldest and worst conditioned pipes in the system. The Central Heber Water Replacement project began by focusing on replacing...	
Total: \$21,544,000	

Police Department Requests

Itemized Requests for 2025

Motorola Handheld Radios	\$21,000
---------------------------------	-----------------

Replacement of 6 handheld radios due to the states upgrade of our radio system.

Police Department Leases Program	\$473,550
---	------------------

Current year lease payments for 35 Police Department vehicles.

Replacement Vehicle for Reserve Unit	\$59,740
---	-----------------

Each year the Police Department budgets to replace one of the 5-6 vehicles that the PD does not lease. This puts those vehicles on a 5 year rotation to be replaced by a lease buy back.

Total: \$554,290

Capital Improvement Fund - General Requests

Itemized Requests for 2025

Dark Sky Initiative and Installation	\$100,000
---	------------------

This funding request is vital for facilitating the continued replacement of aging or malfunctioning components, as well as the enhancement of streetlight heads to align with the objectives outlined in Heber City Council's Dark Sky...

Section B Landscaping	\$200,000
------------------------------	------------------

Section B Landscaping

Total: \$300,000

Internal Service Fund Requests

Itemized Requests for 2025

10 wheel dump/snowplow with salt spreader	\$266,000
--	------------------

10 wheel dump/snowplow with salt spreader replacement for asset 13-07.

2 YEAR Lease-Ford F-150 Hybrid #1	\$8,000
--	----------------

Ford F-150 Hybrid 2-year lease. This lease starts 04/15/2024

2 YEAR Lease-Ford F-150 Hybrid #2	\$8,000
--	----------------

Lease. Ford F-150 Hybrid. This is a 2-year lease. This lease starts 04/15/2024

2 YEAR Lease-Ford F-150 Hybrid #3	\$8,000
--	----------------

Lease. Ford F-150 Hybrid. This is a 2-year lease. This lease starts 04/15/2024

2 YEAR Lease-Ford F-150 Hybrid #4	\$8,000
--	----------------

Lease. Ford F-150 Hybrid. This is a 2-year lease. This lease starts 04/15/2024

2 YEAR Lease-Ford F-150 Hybrid #5	\$8,000
--	----------------

Lease. Ford F-150 Hybrid. This is a 2-year lease. This lease starts 04/15/2024

Airport Loader Lease	\$27,000
-----------------------------	-----------------

Airport loader lease. This is a three-year lease, with optional buyback.

Airport, V-Plow for loader	\$38,000
-----------------------------------	-----------------

V-plow for snow removal. This will go with the loader lease/buyout, if approved.

Backhoe Lease #1	\$25,000
-------------------------	-----------------

This is for a backhoe lease. We currently have 3 backhoes on lease. The current lease will expire in the FY 24/25 budget year.

Backhoe Lease #2	\$25,000
-------------------------	-----------------

This is for a backhoe lease. We currently have 3 backhoes on lease. The current lease will expire in the upcoming 24/25 budget year and need to be replaced.

Backhoe Lease #3	\$25,000
-------------------------	-----------------

This is for a backhoe lease. We currently have 3 backhoes on lease. The current lease will expire in the upcoming 24/25 budget year and need to be replaced.

Ford F-350, Parks and Cemetery	\$72,200
---------------------------------------	-----------------

Approved in the FY 22/23 budget year. Staff ordered the truck but did not receive it. We made a budget amendment to push it into FY 23/24. This truck order was canceled by Ford Motor Company and was re-ordered. We need to push to FY 24/25 with a...

Ford F-550, Flatbed Dump, Snowplow, Salt Spreader	\$103,000
--	------------------

This is a replacement truck for 16-06 that was totaled. It was approved in the 23/24 budget and will need to be rolled into the 24/25 budget.

Freightliner 4X4 dump truck/snowplow	\$291,000
---	------------------

4X4 dump truck/ snowplow with salt spreader.

John Deere Gator XUV835M	\$26,500
This is a John Deere Side X Side that can be used year round by all departments, as needed, to do maintenance and repairs throughout the city.	
John Deere side x side with snow plow, Parks & Cemetery	\$32,500
John Deere XUV835M side x side with snowplow.	
Kubota Tractor	\$70,000
Approved in 23/24 budget. Maybe need to roll over to 24/25 budget.	
Loader lease #1	\$27,000
Three-year loader lease	
Loader lease #2	\$27,000
Loader Lease	
Rotary Brush Hog	\$9,000
This is an attachment for our Skid Steer. It's a mower/brush hog that will cut up to 10 inch-diameter brush. It will be used for clean-up City wide	
Total: \$1,104,200	

Culinary Water Capital Fund Requests

Itemized Requests for 2025

Badger Ultrasonic/LTE Water Meters	\$260,000
All new residential and commercial services are equipped with Badger Ultrasonic Meters and LTE Endpoints, ensuring efficient and reliable cellular readings.	
Broadhead Facility Driveway Replacement	\$15,000
The driveway access to the Broadhead Facility has been neglected for an extended period and is now in dire need of replacement. Last year, during the replacement of the Broadhead Well pump, the deteriorated condition of the asphalt posed...	
Composite Meter Lids	\$80,000
This request pertains to the procurement of composite lids intended for the replacement of the current metal lids on Heber City's water meter pits.	
GPS Unit	\$12,000
This acquisition will be integrated into Heber City's Geographic Information System (GIS) equipment inventory, where it will play a crucial role in collecting GPS coordinates for both new and existing infrastructure. These data points...	
Hospital Well Generator	\$300,000
The acquisition of an emergency backup power generator stands as a top priority for the City Council. Presently, the Heber City Water System lacks backup power at any of its water production sites, leaving them vulnerable in the event of a...	
Total: \$667,000	

Parks Requests

Itemized Requests for 2025

Lely Fertilizer Spreader	\$7,800
---------------------------------	----------------

Fertilizer Spreader

Total: \$7,800

Cemetery Requests

Itemized Requests for 2025

CAT Backhoe Lease	\$10,850
--------------------------	-----------------

Lease for Backhoe used for both Parks and Cemetery

CAT Skid Steer Yearly Trade Out	\$3,000
--	----------------

CAT Skid Steer yearly trade in. We have an agreement with Wheeler CAT to trade in our skid steer for a new one every year at the cost of about \$3000.

Cemetery Administration Building	\$2,500,000
---	--------------------

New office building for the Cemetery, including 1300 cremation niches.

Total: \$2,513,850

General Government Buildings Requests

Itemized Requests for 2025

American Chiller HVAC Unit for Public Safety (Second Unit)	\$42,600
---	-----------------

This is a replacement HVAC unit for the Public Safety Building

Total: \$42,600

Capital Improvement Fund - Airport Requests

Itemized Requests for 2025

Environmental Studies (Phase 1)	\$800,000
--	------------------

The 2023 Master Plan and ALP are approved and indicate an ARC upgrade from a B-II to a C-II. This Environmental Assessment will be performed to determine how the proposed ARC upgrade will affect the environment.

Pavement Preservation (Federally Funded)	\$376,900
---	------------------

Federally funded pavement preservation.

Pavement Preservation (Locally Funded)	\$88,140
---	-----------------

Locally funded pavement preservation. 15' in front of hangars and T/L.

Pavement Preservation (State Funded)	\$237,600
---	------------------

State funded pavement preservation. T/W and aprons.

Phase II ESA	\$100,000
---------------------	------------------

Phase II ESA based on proposal dated February 22, 2024, subject to change based on test results and coordination with UDEQ.

Total: \$1,602,640



Heber City Council Staff Report

MEETING DATE: 6/4/2024
SUBJECT: Public Hearing on Unbilled Services for Culinary Water, Sewer Water, Stormwater and Pressurized Irrigation Funds
RESPONSIBLE: Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE: Public Hearing

SUMMARY

Section 10-6-135.5 of the Utah State Code requires cities to hold a public hearing if the City intends to transfer monies or services from enterprise funds (Culinary Water, Sewer Water, Stormwater, and Pressurized Irrigation Funds) to other City funds. Because the City does not charge itself for Culinary Water, Waste Water, Storm Water, or Pressurized irrigation services, a Public Hearing is required.

RECOMMENDATION

Hold a public hearing to allow the public to express support or opposition to the practice and then vote to continue the practice of providing unbilled utility services to the General Fund.

BACKGROUND

Since at least 2017, Heber City has held the practice of providing unbilled utility services to the General Fund.

DISCUSSION

Providing unbilled utility services to the General Fund may be both feasible and prudent.

- Each of the four utility funds is financially self-sufficient and sustainable without relying on taxpayer money from the General Fund.
- The City's General Fund remains available for other critical services like public safety and infrastructure.

Because the value of the services is immaterial, the City is required to hold a public hearing, but no transfer of resources is required to be reflected in the City's financial statements.

FISCAL IMPACT

- Culinary Water to 8 buildings and 20 city-owned properties/meters: \$38,767
- Pressurized Irrigation for 10 city-owned properties: \$25,405
- Waste Water to 8 city-owned buildings: \$9,417
- Storm Water Fees for city-owned properties: \$5,647

CONCLUSION

Providing unbilled utility services to the General Fund is immaterial to each of the four water funds, and allows the General Funds to be used for critical services like public safety and infrastructure. As such, Staff requests that Council approve the continuation of the practice of providing unbilled utility services to the General Fund.

ALTERNATIVES

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 6/4/2024
SUBJECT: Public Hearing on FY2025 Tentative Budget
RESPONSIBLE: Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE: Communication and Transparency

SUMMARY

After the City Council meeting on May 7, 2024, Staff updated certain line items based on the feedback from the discussion over the tentative budget. Staff is presenting an updated tentative budget for the Council's consideration.

RECOMMENDATION

Staff recommends that the Council hold a public hearing to allow the public to be heard, for or against, the estimates of revenue and expenditures or any item thereof in the tentative budget of any fund.

BACKGROUND

On May 7, 2024, the Council held the second of two budget workshops to discuss the FY2025 budget. During the workshop, the Council agreed on the following budget items:

- Move forward with the Truth in Taxation process to increase property tax revenue by the estimated fund deficit of \$278,000
- Table all Business License Fee Increases pending further discussion in the fall
- Move forward with Utility Rate Adjustments
- Increase Employer HSA contribution to meet new IRS deductible threshold
- Provide a .7% subsidy for all Tier II Public Employees

Subsequently, Staff adjusted the related budget items in the tentative budget.

DISCUSSION

- A separate public hearing about the Consolidated Fee Schedule will be held on June 18, 2024.
- Truth in Taxation public hearing is tentatively scheduled for August 20, 2024.
- Staff welcomes any questions from the Council to help clarify the above changes to the tentative budget.

FISCAL IMPACT

Fiscal impact can be reviewed in the attached tentative budget.

CONCLUSION

ALTERNATIVES

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Tentative Budget FY2025_5.29.24



Heber City Corporation **Digital Budget Book**



Tentative Version



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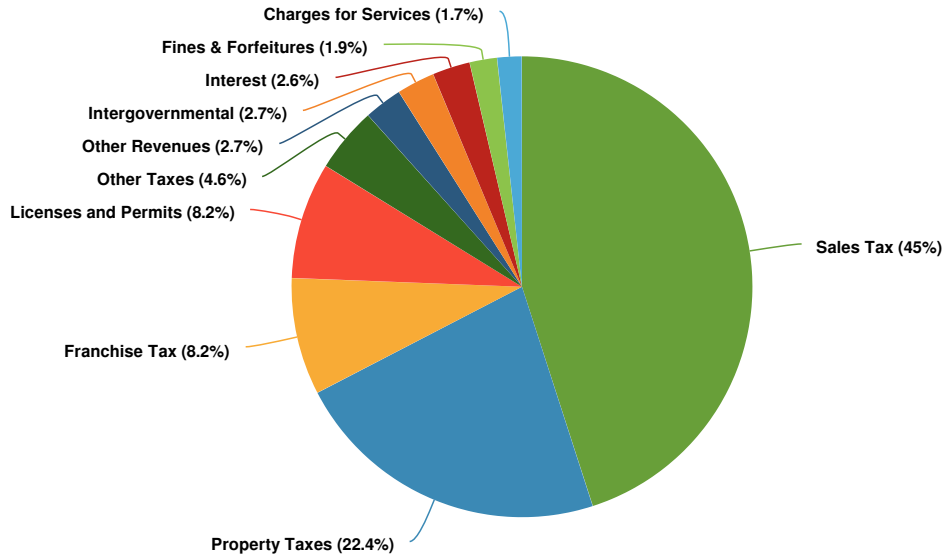
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DEPARTMENTS

General Fund Revenues

Revenues by Source

Projected 2025 Revenues by Source

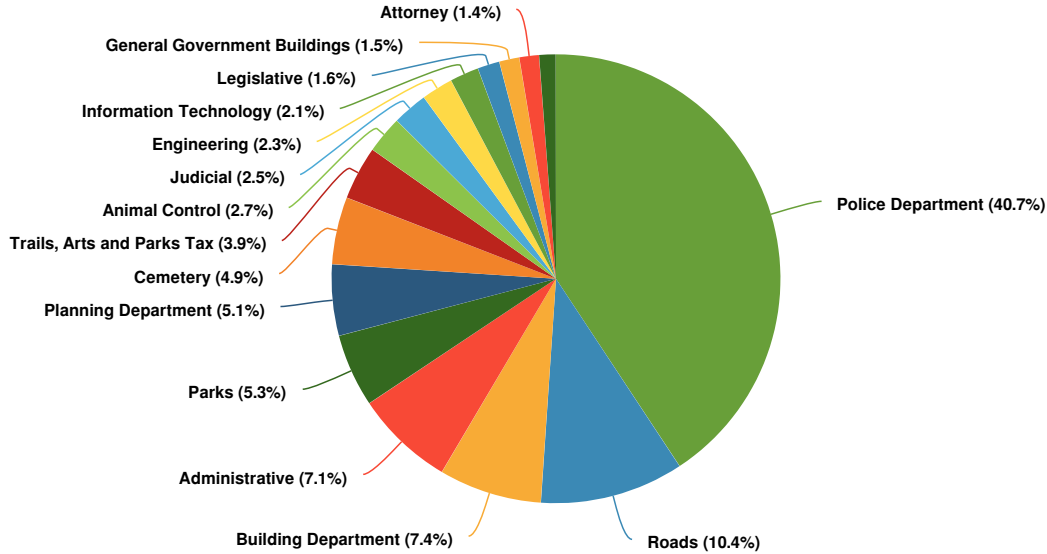


Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Property Taxes	\$2,259,818	\$2,393,092	\$3,114,456	\$2,809,657	\$3,504,783	12.5%
Sales Tax	\$6,104,249	\$6,452,700	\$6,973,551	\$6,623,072	\$7,055,534	1.2%
Franchise Tax	\$1,161,651	\$1,385,399	\$1,135,000	\$1,101,654	\$1,285,659	13.3%
Other Taxes	\$138,826	\$207,957	\$700,000	\$723,159	\$715,000	2.1%
Licenses and Permits	\$1,840,738	\$1,782,232	\$1,181,385	\$1,598,475	\$1,282,695	8.6%
Charges for Services	\$297,837	\$269,467	\$271,000	\$235,500	\$271,500	0.2%
Intergovernmental	\$409,712	\$422,484	\$415,200	\$576,263	\$418,828	0.9%
Fines & Forfeitures	\$305,160	\$395,624	\$257,000	\$451,000	\$301,000	17.1%
Interest	\$58,238	\$1,723,409	\$300,000	\$466,600	\$414,369	38.1%
Other Revenues	\$386,593	\$264,460	\$658,238	\$690,925	\$418,870	-36.4%
Total Revenue Source:	\$12,962,822	\$15,296,824	\$15,005,830	\$15,276,305	\$15,668,238	4.4%

General Fund Expenditures

Expenditures by Function

Budgeted Expenditures by Function



Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expenditures						
Legislative	\$344,069	\$342,385	\$340,844	\$346,535	\$246,115	-27.8%
Judicial	\$256,771	\$322,024	\$368,856	\$377,677	\$392,027	6.3%
Administrative	\$1,361,577	\$1,698,035	\$957,294	\$950,472	\$1,105,627	15.5%
General Government Buildings	\$171,823	\$197,363	\$220,328	\$222,543	\$224,695	2%
Attorney	\$233,719	\$251,895	\$379,008	\$243,713	\$217,647	-42.6%
Human Resources	\$0	\$0	\$159,415	\$155,844	\$186,550	17%
Information Technology	\$0	\$0	\$170,504	\$168,244	\$322,220	89%
Engineering	\$654,671	\$739,595	\$361,042	\$379,563	\$352,695	-2.3%
Building Department	\$896,806	\$1,015,285	\$867,528	\$1,030,882	\$1,145,464	32%
Planning Department	\$594,118	\$743,591	\$831,029	\$721,076	\$792,131	-4.7%
Police Department	\$4,190,446	\$5,092,801	\$5,960,828	\$6,091,826	\$6,298,307	5.7%
Animal Control	\$334,696	\$371,338	\$416,886	\$409,125	\$414,226	-0.6%
Roads	\$1,178,247	\$1,453,836	\$1,770,748	\$1,639,380	\$1,604,264	-9.4%
Parks	\$577,462	\$524,288	\$746,813	\$753,055	\$814,823	9.1%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Trails, Arts and Parks Tax	\$0	\$0	\$600,000	\$584,000	\$600,000	0%
Cemetery	\$467,943	\$485,332	\$705,959	\$602,573	\$750,914	6.4%
Total Expenditures:	\$11,262,348	\$13,237,768	\$14,857,082	\$14,676,508	\$15,467,706	4.1%

Legislative Department

The Legislative Department is responsible for the administration of all affairs of the City.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$224,039	\$160,164	\$155,780	\$159,500	\$158,249	1.6%
EMPLOYEE BENEFITS	\$13,974	\$12,872	\$2,025	\$2,300	\$154	-92.4%
FICA AND MEDICARE	\$0	\$0	\$11,917	\$10,300	\$12,253	2.8%
Total Salaries and Benefits:	\$238,013	\$173,036	\$169,722	\$172,100	\$170,655	0.6%
Operations						
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$12,209	\$30,031	\$16,000	\$16,500	\$17,000	6.3%
TRAVEL	\$4,231	\$3,462	\$5,000	\$5,000	\$5,000	0%
OFFICE SUPPLIES	\$272	\$260	\$200	\$300	\$200	0%
UTILITIES	\$0	\$0	\$0	\$0	\$1,430	N/A
TELEPHONE	\$2,967	\$5,606	\$2,500	\$3,000	\$4,580	83.2%
PROF. & TECHNICAL SERVICES	\$4,771	\$31,652	\$5,000	\$5,000	\$0	-100%
MEALS	\$0	\$0	\$2,000	\$5,000	\$2,500	25%
ELECTION COSTS	\$10,545	\$43	\$30,000	\$17,000	\$0	-100%
INSURANCE	\$2,560	\$2,957	\$3,120	\$3,000	\$3,300	5.8%
MISCELLANEOUS	\$20	\$1,579	\$1,600	\$1,600	\$1,000	-37.5%
EQUIPMENT	\$593	\$364	\$250	\$250	\$450	80%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$2,895	\$2,895	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$2,557	\$3,840	\$0	-100%
DISCRETIONARY FUNDS	\$67,888	\$93,395	\$100,000	\$100,000	\$40,000	-60%
Total Operations:	\$106,056	\$169,349	\$171,122	\$163,385	\$75,460	-55.9%
Capital Outlay						
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$11,050	\$0	0%
Total Capital Outlay:	\$0	\$0	\$0	\$11,050	\$0	0%
Total General Fund:	\$344,069	\$342,385	\$340,844	\$346,535	\$246,115	-27.8%

Judicial Department

The Judicial Department is responsible for interpreting and applying the law in the name of the City.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$169,175	\$216,142	\$200,500	\$248,800	\$258,937	29.1%
OVERTIME	\$694	\$487	\$700	\$800	\$0	-100%
EMPLOYEE BENEFITS	\$63,858	\$76,212	\$111,050	\$70,200	\$78,380	-29.4%
FICA AND MEDICARE	\$0	\$0	\$15,338	\$16,200	\$20,530	33.9%
Total Salaries and Benefits:	\$233,727	\$292,841	\$327,588	\$336,000	\$357,847	9.2%
Operations						
BOOKS, SUBSCRIPT & MEMBERSHIP	\$66	\$168	\$550	\$550	\$600	9.1%
TRAVEL	\$893	\$1,499	\$2,850	\$2,850	\$2,000	-29.8%
OFFICE SUPPLIES	\$2,125	\$2,354	\$4,040	\$3,500	\$3,500	-13.4%
EQUIP. MAINTENANCE	\$623	\$610	\$1,100	\$1,100	\$1,100	0%
UTILITIES	\$10,551	\$11,697	\$13,200	\$13,200	\$12,870	-2.5%
TELEPHONE	\$490	\$998	\$550	\$1,300	\$710	29.1%
PROFESSIONAL SERVICES	\$6,430	\$7,312	\$6,500	\$5,200	\$5,200	-20%
INSURANCE	\$1,707	\$1,971	\$2,100	\$2,100	\$2,200	4.8%
MISCELLANEOUS	\$107	\$1,331	\$4,000	\$4,000	\$4,000	0%
EQUIPMENT	\$52	\$1,243	\$0	\$0	\$2,000	N/A
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$3,387	\$3,387	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$2,991	\$4,490	\$0	-100%
Total Operations:	\$23,044	\$29,183	\$41,268	\$41,677	\$34,180	-17.2%
Total General Fund:	\$256,771	\$322,024	\$368,856	\$377,677	\$392,027	6.3%
Total General Fund:	\$256,771	\$322,024	\$368,856	\$377,677	\$392,027	6.3%
Total General Fund:	\$256,771	\$322,024	\$368,856	\$377,677	\$392,027	6.3%

Administrative Department

The Administrative Department offers a wide range of services to citizens, elected officials and city staff. This department is responsible for cash receipts, recording financial transactions, banking, and cash management. This department also assists the City Manager in developing the annual city budget and is responsible for maintaining and accounting for changes in the approved budget.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$773,914	\$918,309	\$379,239	\$382,200	\$420,360	10.8%
OVERTIME	\$8,165	\$8,148	\$7,000	\$9,600	\$3,807	-45.6%
EMPLOYEE BENEFITS	\$293,167	\$310,972	\$123,543	\$121,500	\$138,583	12.2%
FICA AND MEDICARE	\$0	\$0	\$29,120	\$25,200	\$34,228	17.5%
Total Salaries and Benefits:	\$1,075,246	\$1,237,429	\$538,902	\$538,500	\$596,977	10.8%
Operations						
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$7,711	\$8,968	\$8,504	\$8,504	\$8,500	0%
PUBLIC NOTICES	\$3,067	\$3,599	\$2,935	\$3,500	\$3,500	19.3%
TRAVEL	\$11,026	\$11,039	\$10,285	\$9,000	\$11,110	8%
OFFICE SUPPLIES	\$4,838	\$4,824	\$9,900	\$4,900	\$5,000	-49.5%
EQUIP. SUPPLIES & MAINTENANCE	\$7,897	\$5,039	\$9,100	\$9,100	\$5,000	-45.1%
UTILITIES	\$12,602	\$16,092	\$16,000	\$13,000	\$4,810	-69.9%
TELEPHONE	\$4,724	\$4,762	\$3,900	\$4,000	\$3,880	-0.5%
PROFESSIONAL SERVICES	\$84,745	\$237,520	\$146,944	\$315,854	\$341,000	132.1%
TRAINING	\$11,031	\$15,429	\$25,438	\$20,000	\$12,500	-50.9%
MEALS	\$0	\$0	\$1,000	\$1,700	\$2,000	100%
COURT APPT. ATTNY & TRANSLATOR	\$27,321	\$32,768	\$27,000	\$18,000	\$18,000	-33.3%
SPECIAL SUPPLIES	\$3,877	\$2,058	\$0	\$750	\$750	N/A
BUSINESS LICENSING	\$437	\$364	\$450	\$450	\$450	0%
INSURANCE	\$2,899	\$2,957	\$3,200	\$3,800	\$4,100	28.1%
MISCELLANEOUS	\$55,164	\$67,622	\$80,400	\$65,000	\$65,000	-19.2%
EQUIPMENT	\$5,046	\$5,598	\$8,500	\$2,700	\$3,000	-64.7%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$15,194	\$15,194	\$0	-100%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
CITY MANAGER DISCRETIONARY	\$35,572	\$33,461	\$40,000	\$40,000	\$30,000	-25%
INTERNAL SERVICE OFFSET	\$0	\$0	\$0	-\$130,480	-\$31,300	N/A
Total Operations:	\$277,957	\$452,100	\$408,750	\$404,972	\$487,300	19.2%
Capital Outlay						
INTERNAL SERVICE CHARGE - FLEET	\$0	\$0	\$2,642	\$0	\$14,350	443.1%
LEADERSHIP ACADEMY	\$8,374	\$8,506	\$7,000	\$7,000	\$7,000	0%
Total Capital Outlay:	\$8,374	\$8,506	\$9,642	\$7,000	\$21,350	121.4%
Total General Fund:	\$1,361,577	\$1,698,035	\$957,294	\$950,472	\$1,105,627	15.5%
Total General Fund:	\$1,361,577	\$1,698,035	\$957,294	\$950,472	\$1,105,627	15.5%
Total General Fund:	\$1,361,577	\$1,698,035	\$957,294	\$950,472	\$1,105,627	15.5%

General Government Buildings

The General Government Buildings Department coordinates and provides city wide building services including maintenance, repairs, minor construction, modifications, and improvements.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$45,798	\$54,678	\$62,085	\$58,300	\$63,123	1.7%
OVERTIME	\$1,911	\$3,512	\$2,000	\$3,100	\$1,505	-24.8%
EMPLOYEE BENEFITS	\$28,418	\$31,925	\$33,180	\$30,700	\$31,276	-5.7%
FICA AND MEDICARE	\$0	\$0	\$4,750	\$4,000	\$4,972	4.7%
Total Salaries and Benefits:	\$76,127	\$90,115	\$102,015	\$96,100	\$100,875	-1.1%
Operations						
UNIFORM ALLOWANCE	\$1,561	\$294	\$1,100	\$200	\$300	-72.7%
TRAVEL	\$0	\$0	\$500	\$300	\$500	0%
OFFICE SUPPLIES	\$16	\$0	\$100	\$100	\$100	0%
EQUIP. SUPPLIES & MAINTENANCE	\$299	\$261	\$1,700	\$1,700	\$1,500	-11.8%
BUILDINGS & GROUNDS	\$57,696	\$55,499	\$60,000	\$65,000	\$60,000	0%
UTILITIES	\$3,162	\$351	\$400	\$400	\$420	5%
TELEPHONE	\$752	\$869	\$400	\$1,300	\$900	125%
PROFESSIONAL SERVICES	\$11,407	\$28,327	\$24,885	\$24,885	\$25,600	2.9%
TRAINING	\$0	\$0	\$1,500	\$0	\$1,500	0%
MEALS	\$0	\$0	\$0	\$100	\$200	N/A
SPECIAL SUPPLIES	\$71	\$34	\$5,000	\$5,000	\$5,000	0%
INSURANCE	\$13,341	\$15,531	\$15,700	\$17,100	\$19,000	21%
EQUIPMENT	\$1,492	\$183	\$2,400	\$2,400	\$3,000	25%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$928	\$928	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$820	\$1,230	\$0	-100%
Total Operations:	\$89,797	\$101,349	\$115,433	\$120,643	\$118,020	2.2%
Capital Outlay						
INTERNAL SERVICE CHARGES - FLEET	\$5,899	\$5,899	\$2,880	\$5,800	\$5,800	101.4%
Total Capital Outlay:	\$5,899	\$5,899	\$2,880	\$5,800	\$5,800	101.4%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Total General Fund:	\$171,823	\$197,363	\$220,328	\$222,543	\$224,695	2%
Total General Fund:	\$171,823	\$197,363	\$220,328	\$222,543	\$224,695	2%
Total General Fund:	\$171,823	\$197,363	\$220,328	\$222,543	\$224,695	2%

Attorney Department

The City Attorney is the legal adviser and attorney for all officials, officers, and departments of the City. This department represents the City in all litigation and proceedings. The Attorney is also involved in drafting and reviewing ordinances, resolutions, policies and procedures, and contracts prior to consideration by the City Council. This department also includes the City Prosecutor, whom is responsible for prosecuting all criminal cases on behalf of the City.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$159,798	\$160,222	\$138,300	\$141,000	\$148,253	7.2%
OVERTIME	\$0	\$0	\$0	\$5,000	\$410	N/A
EMPLOYEE BENEFITS	\$65,157	\$69,905	\$65,715	\$69,600	\$48,662	-25.9%
FICA AND MEDICARE	\$0	\$0	\$10,580	\$10,800	\$11,031	4.3%
Total Salaries and Benefits:	\$224,955	\$230,127	\$214,595	\$226,400	\$208,357	-2.9%
Operations						
UNIFORM ALLOWANCE	\$0	\$120	\$0	\$200	\$200	N/A
BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	\$1,387	\$0	\$200	\$700	\$700	250%
PUBLIC NOTICES	\$0	\$80	\$0	\$0	\$0	0%
TRAVEL	\$1,610	\$2,666	\$1,000	\$1,600	\$1,600	60%
OFFICE SUPPLIES	\$355	\$375	\$250	\$250	\$250	0%
EQUIPMENT, SUPPLIES & MAINTENANCE	\$1,707	\$1,728	\$1,500	\$1,000	\$1,000	-33.3%
UTILITIES	\$182	\$209	\$250	\$250	\$1,430	472%
TELEPHONE	\$1,530	\$1,570	\$1,590	\$1,590	\$1,210	-23.9%
PROFESSIONAL SERVICES	\$907	\$13,394	\$151,250	\$0	\$0	-100%
TRAINING	\$838	\$1,339	\$1,000	\$1,200	\$1,500	50%
MEALS	\$0	\$0	\$0	\$400	\$400	N/A
SPECIAL SUPPLIES	\$0	\$0	\$0	\$250	\$0	0%
INSURANCE	\$0	\$0	\$550	\$550	\$0	-100%
MISCELLANEOUS	\$0	\$0	\$0	\$500	\$500	N/A
EQUIPMENT	\$248	\$287	\$250	\$750	\$500	100%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$3,386	\$3,386	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$2,990	\$4,490	\$0	-100%
Total Operations:	\$8,764	\$21,768	\$164,216	\$17,116	\$9,290	-94.3%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Capital Outlay						
INTERNAL SERVICE CHARGE - FLEET	\$0	\$0	\$197	\$197	\$0	-100%
Total Capital Outlay:	\$0	\$0	\$197	\$197	\$0	-100%
Total General Fund:	\$233,719	\$251,895	\$379,008	\$243,713	\$217,647	-42.6%
Total General Fund:	\$233,719	\$251,895	\$379,008	\$243,713	\$217,647	-42.6%
Total General Fund:	\$233,719	\$251,895	\$379,008	\$243,713	\$217,647	-42.6%

Human Resources Department

The Human Resources Department is responsible for human capital management, maintaining personnel policies and procedures, understanding and implementing employee law, and managing employee benefits such as health and worker's compensation insurance, URS retirement programs.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$0	\$0	\$46,876	\$48,600	\$97,263	107.5%
EMPLOYEE BENEFITS	\$0	\$0	\$50,959	\$17,600	\$25,973	-49%
FICA AND MEDICARE	\$0	\$0	\$3,585	\$2,700	\$7,485	108.8%
Total Salaries and Benefits:	\$0	\$0	\$101,420	\$68,900	\$130,721	28.9%
Operations						
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$0	\$0	\$4,520	\$3,000	\$768	-83%
PUBLIC NOTICES	\$0	\$0	\$2,100	\$200	\$0	-100%
TRAVEL	\$0	\$0	\$80	\$85	\$1,590	1,887.5%
OFFICE SUPPLIES	\$0	\$0	\$400	\$600	\$519	29.7%
UTILITIES	\$0	\$0	\$1,200	\$1,200	\$720	-40%
TELEPHONE	\$0	\$0	\$480	\$480	\$1,210	152.1%
PROFESSIONAL SERVICES	\$0	\$0	\$16,411	\$27,927	\$20,700	26.1%
TRAINING	\$0	\$0	\$379	\$1,777	\$2,258	495.8%
MEALS	\$0	\$0	\$425	\$4,200	\$5,330	1,154.1%
RECRUITING	\$0	\$0	\$14,000	\$13,000	\$3,810	-72.8%
SPECIAL SUPPLIES	\$0	\$0	\$18,000	\$34,475	\$28,025	55.7%
INTERNAL SERVICE OFFSET	\$0	\$0	\$0	\$0	-\$9,100	N/A
Total Operations:	\$0	\$0	\$57,995	\$86,944	\$55,830	-3.7%
Total General Fund:	\$0	\$0	\$159,415	\$155,844	\$186,550	17%
Total General Fund:	\$0	\$0	\$159,415	\$155,844	\$186,550	17%
Total General Fund:	\$0	\$0	\$159,415	\$155,844	\$186,550	17%

Information Technology Department

The Information Technology (IT) Department is responsible for procuring and maintaining all information systems and software for the City. The IT Department maintains the City's network servers, manages IT security threats and maintains all IT related equipment.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$0	\$0	\$66,040	\$68,700	\$51,810	-21.5%
EMPLOYEE BENEFITS	\$0	\$0	\$17,528	\$8,200	\$12,888	-26.5%
FICA AND MEDICARE	\$0	\$0	\$5,051	\$4,300	\$4,287	-15.1%
Total Salaries and Benefits:	\$0	\$0	\$88,619	\$81,200	\$68,985	-22.2%
Operations						
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$0	\$0	\$8,170	\$6,494	\$8,352	2.2%
OFFICE SUPPLIES	\$0	\$0	\$500	\$400	\$500	0%
EQUIPMENT, SUPPLIES & MAINTENANCE	\$0	\$0	\$5,850	\$5,400	\$8,000	36.8%
TELEPHONE	\$0	\$0	\$0	\$900	\$1,240	N/A
PROFESSIONAL SERVICES	\$0	\$0	\$36,535	\$163,000	\$257,843	605.7%
SPECIAL SUPPLIES	\$0	\$0	\$3,000	\$1,750	\$2,000	-33.3%
EQUIPMENT	\$0	\$0	\$27,830	\$23,100	\$17,900	-35.7%
INTERNAL SERVICE OFFSET	\$0	\$0	\$0	-\$114,000	-\$42,600	N/A
Total Operations:	\$0	\$0	\$81,885	\$87,044	\$253,235	209.3%
Total General Fund:	\$0	\$0	\$170,504	\$168,244	\$322,220	89%
Total General Fund:	\$0	\$0	\$170,504	\$168,244	\$322,220	89%
Total General Fund:	\$0	\$0	\$170,504	\$168,244	\$322,220	89%

Engineering Department

The Engineering Department provides engineering services to ensure the City grows and develops in a manner consistent with the City's mission statement and core values. The department is responsible for all engineering of streets and sidewalks. The department is the custodian of all engineering records and maps of the City, including plats, aerial photographs, and other documented information.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$403,271	\$434,854	\$150,159	\$157,100	\$152,831	1.8%
OVERTIME	\$61	\$80	\$500	\$100	\$66	-86.8%
EMPLOYEE BENEFITS	\$134,497	\$174,745	\$45,431	\$54,400	\$48,090	5.9%
FICA AND MEDICARE	\$0	\$0	\$11,487	\$11,000	\$11,933	3.9%
Total Salaries and Benefits:	\$537,829	\$609,679	\$207,577	\$222,600	\$212,920	2.6%
Operations						
BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	\$657	\$954	\$4,100	\$4,100	\$4,100	0%
PUBLIC NOTICES	\$1,049	\$0	\$0	\$0	\$0	0%
TRAVEL	\$3,509	\$2,280	\$5,050	\$5,050	\$5,050	0%
OFFICE SUPPLIES	\$916	\$867	\$2,300	\$2,300	\$2,300	0%
EQUIP. SUPPLIES & MAINTENANCE	\$8,763	\$472	\$1,000	\$1,000	\$1,000	0%
UTILITIES	\$182	\$209	\$300	\$275	\$3,390	1,030%
TELEPHONE	\$2,456	\$2,720	\$2,800	\$3,000	\$3,610	28.9%
PROFESSIONAL SERVICES	\$97,593	\$119,625	\$106,426	\$106,426	\$106,125	-0.3%
TRAINING	\$816	\$1,843	\$5,400	\$4,200	\$4,800	-11.1%
MEALS	\$0	\$68	\$0	\$1,200	\$1,200	N/A
EQUIPMENT	\$901	\$878	\$11,480	\$11,480	\$8,200	-28.6%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$7,526	\$7,526	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$6,647	\$9,970	\$0	-100%
Total Operations:	\$116,842	\$129,916	\$153,029	\$156,527	\$139,775	-8.7%
Capital Outlay						
INTERNAL SERVICE CHARGE - FLEET	\$0	\$0	\$436	\$436	\$0	-100%
Total Capital Outlay:	\$0	\$0	\$436	\$436	\$0	-100%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Total General Fund:	\$654,671	\$739,595	\$361,042	\$379,563	\$352,695	-2.3%
Total General Fund:	\$654,671	\$739,595	\$361,042	\$379,563	\$352,695	-2.3%
Total General Fund:	\$654,671	\$739,595	\$361,042	\$379,563	\$352,695	-2.3%

Building Department

The Building Department provides building plan reviews and inspections.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$281,999	\$426,116	\$456,580	\$446,800	\$546,010	19.6%
OVERTIME	\$5,116	\$802	\$2,000	\$1,200	\$1,945	-2.7%
EMPLOYEE BENEFITS	\$144,021	\$198,698	\$213,015	\$184,400	\$313,470	47.2%
FICA AND MEDICARE	\$0	\$0	\$34,928	\$28,800	\$41,919	20%
Total Salaries and Benefits:	\$431,136	\$625,616	\$706,523	\$661,200	\$903,344	27.9%
Operations						
UNIFORM ALLOWANCE	\$248	\$795	\$3,046	\$1,500	\$1,500	-50.8%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$1,145	\$2,585	\$1,700	\$750	\$950	-44.1%
TRAVEL	\$1,388	\$923	\$4,500	\$2,500	\$4,500	0%
OFFICE SUPPLIES	\$469	\$641	\$500	\$500	\$500	0%
EQUIPMENT REPAIR & SUPPLIES	\$343	\$1,052	\$1,500	\$1,500	\$950	-36.7%
UTILITIES	\$182	\$209	\$250	\$250	\$3,390	1,256%
TELEPHONE	\$2,217	\$3,516	\$3,600	\$3,600	\$3,020	-16.1%
GASOLINE	\$4,228	\$4,982	\$5,000	\$4,000	\$5,000	0%
PROFESSIONAL SERVICES	\$440,627	\$360,082	\$100,500	\$318,000	\$200,000	99%
TRAINING	\$960	\$2,745	\$6,000	\$4,000	\$6,000	0%
SPECIAL SUPPLIES	\$660	\$323	\$600	\$600	\$600	0%
INSURANCE	\$3,313	\$3,904	\$5,500	\$5,500	\$4,500	-18.2%
EQUIPMENT	\$371	\$537	\$1,100	\$3,000	\$1,100	0%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$5,952	\$5,952	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$5,257	\$7,880	\$0	-100%
Total Operations:	\$456,151	\$382,294	\$145,005	\$359,532	\$232,010	60%
Capital Outlay						
INTERNAL SERVICE CHARGE - FLEET	\$9,519	\$7,375	\$16,000	\$10,150	\$10,110	-36.8%
Total Capital Outlay:	\$9,519	\$7,375	\$16,000	\$10,150	\$10,110	-36.8%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Total General Fund:	\$896,806	\$1,015,285	\$867,528	\$1,030,882	\$1,145,464	32%
Total General Fund:	\$896,806	\$1,015,285	\$867,528	\$1,030,882	\$1,145,464	32%
Total General Fund:	\$896,806	\$1,015,285	\$867,528	\$1,030,882	\$1,145,464	32%

Planning Department

The Planning Department provides a centralized area where questions pertaining to licensing, zoning, and site plans can be answered. This department researches, analyzes, manages, and dispenses information pertaining to comprehensive planning, code amendments and land development regulations.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$289,675	\$318,462	\$384,540	\$377,400	\$411,317	7%
OVERTIME	\$6,955	\$5,837	\$5,000	\$5,200	\$5,016	0.3%
EMPLOYEE BENEFITS	\$149,973	\$148,368	\$165,755	\$150,600	\$144,162	-13%
FICA AND MEDICARE	\$0	\$0	\$29,417	\$24,200	\$31,886	8.4%
Total Salaries and Benefits:	\$446,603	\$472,667	\$584,712	\$557,400	\$592,381	1.3%
Operations						
UNIFORM ALLOWANCE	\$0	\$105	\$250	\$250	\$250	0%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$1,884	\$1,497	\$2,600	\$2,600	\$3,600	38.5%
PUBLIC NOTICES	\$76	\$135	\$2,000	\$2,000	\$2,000	0%
TRAVEL	\$2,328	\$10,426	\$9,100	\$5,700	\$33,000	262.6%
OFFICE SUPPLIES	\$1,796	\$675	\$2,000	\$1,000	\$1,000	-50%
EQUIP. SUPPLIES & MAINTENANCE	\$1,719	\$4,294	\$3,000	\$3,000	\$3,000	0%
UTILITIES	\$182	\$209	\$250	\$250	\$2,670	968%
TELEPHONE	\$2,313	\$2,234	\$2,000	\$2,000	\$1,920	-4%
GASOLINE	\$178	\$35	\$500	\$500	\$500	0%
PROFESSIONAL SERVICES	\$97,725	\$243,770	\$196,900	\$120,000	\$124,450	-36.8%
TRAINING	\$2,233	\$2,450	\$6,700	\$3,300	\$10,000	49.3%
MEALS	\$0	\$0	\$4,000	\$3,500	\$4,000	0%
SPECIAL SUPPLIES	\$525	\$1,266	\$400	\$400	\$200	-50%
FARMERS MARKET	\$32,639	-\$500	\$0	\$0	\$0	0%
INSURANCE	\$3,492	\$3,991	\$4,950	\$4,950	\$4,500	-9.1%
EQUIPMENT	\$425	\$337	\$350	\$350	\$8,660	2,374.3%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$5,809	\$5,809	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$5,131	\$7,690	\$0	-100%
Total Operations:	\$147,515	\$270,924	\$245,940	\$163,299	\$199,750	-18.8%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Capital Outlay						
INTERNAL SERVICE CHARGE - FLEET	\$0	\$0	\$377	\$377	\$0	-100%
Total Capital Outlay:	\$0	\$0	\$377	\$377	\$0	-100%
Total General Fund:	\$594,118	\$743,591	\$831,029	\$721,076	\$792,131	-4.7%
Total General Fund:	\$594,118	\$743,591	\$831,029	\$721,076	\$792,131	-4.7%
Total General Fund:	\$594,118	\$743,591	\$831,029	\$721,076	\$792,131	-4.7%

Police Department

The mission of the Police Department is to improve the quality of life by preserving the peace and safety of the community through the formation of partnerships, creating positive interaction between the public and police while continuing to serve the unique needs of the City.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$1,930,285	\$2,431,562	\$2,810,500	\$2,853,200	\$3,022,020	7.5%
OVERTIME	\$166,310	\$215,836	\$126,000	\$257,000	\$127,243	1%
EMPLOYEE BENEFITS	\$1,076,740	\$1,389,603	\$1,518,315	\$1,418,100	\$1,433,175	-5.6%
FICA AND MEDICARE	\$0	\$0	\$212,479	\$205,200	\$244,264	15%
Total Salaries and Benefits:	\$3,173,335	\$4,037,001	\$4,667,294	\$4,733,500	\$4,826,703	3.4%
Operations						
UNIFORM ALLOWANCE	\$33,153	\$37,895	\$29,000	\$36,000	\$32,200	11%
LIQUOR LAW ENFORCEMENT	\$27,811	\$20,480	\$27,000	\$27,000	\$25,000	-7.4%
BOOKS, SUBSCRIPT & MEMBERSHIP	\$121,067	\$146,128	\$144,040	\$120,000	\$20,583	-85.7%
PUBLIC NOTICES	\$297	\$979	\$0	\$0	\$0	0%
TRAVEL & TRAINING	\$27,882	\$42,584	\$33,000	\$40,000	\$39,100	18.5%
OFFICE SUPPLIES & SPECIAL SUPPLIES	\$46,448	\$47,565	\$39,000	\$43,000	\$35,000	-10.3%
EQUIP. SUPPLIES & MAINTENANCE	\$51,108	\$15,701	\$35,000	\$45,000	\$45,675	30.5%
FIREARMS	\$22,211	\$20,992	\$20,000	\$23,000	\$20,000	0%
UTILITIES & TELEPHONE	\$55,122	\$61,276	\$53,000	\$53,000	\$68,470	29.2%
GASOLINE & OIL	\$68,679	\$97,878	\$57,407	\$78,770	\$75,000	30.6%
LEGAL	\$0	\$0	\$0	\$28,786	\$25,000	N/A
PROFESSIONAL SERVICES	\$54,026	\$59,749	\$54,200	\$45,000	\$148,800	174.5%
CERT, VIPS, CROSSING GUARD	\$5,820	\$4,915	\$6,000	\$8,000	\$6,000	0%
MEALS	\$0	\$0	\$5,000	\$9,000	\$5,500	10%
EDUCATION	\$9,090	\$8,689	\$17,505	\$8,000	\$20,150	15.1%
BYRNE GRANT	\$74,603	\$11,166	\$35,000	\$35,000	\$0	-100%
INSURANCE	\$44,445	\$53,508	\$52,500	\$62,000	\$67,000	27.6%
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$5,000	N/A
EQUIPMENT	\$67,801	\$311,989	\$90,300	\$0	\$97,506	8%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$48,100	\$48,100	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$42,482	\$63,670	\$0	-100%
Total Operations:	\$709,563	\$941,494	\$788,534	\$773,326	\$735,984	-6.7%
Capital Outlay						
BUILDING	\$2,491	\$6,557	\$3,000	\$3,000	\$5,500	83.3%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$80,000	\$73,000	N/A
INTERNAL SERVICE CHARGE - FLEET	\$305,057	\$107,749	\$502,000	\$502,000	\$657,120	30.9%
Total Capital Outlay:	\$307,548	\$114,306	\$505,000	\$585,000	\$735,620	45.7%
Total General Fund:	\$4,190,446	\$5,092,801	\$5,960,828	\$6,091,826	\$6,298,307	5.7%

Animal Control Department

The mission of the Animal Control Department is to ensure that all animals are adopted and have a good home.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$200,544	\$208,473	\$215,640	\$222,100	\$219,921	2%
OVERTIME	\$3,066	\$2,933	\$5,000	\$3,000	\$4,425	-11.5%
EMPLOYEE BENEFITS	\$71,647	\$73,124	\$84,900	\$62,300	\$76,678	-9.7%
FICA AND MEDICARE	\$0	\$0	\$16,496	\$14,400	\$18,272	10.8%
Total Salaries and Benefits:	\$275,257	\$284,530	\$322,036	\$301,800	\$319,296	-0.9%
Operations						
UNIFORM ALLOWANCE	\$1,907	\$2,155	\$2,500	\$4,000	\$2,500	0%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$15,737	\$14,961	\$17,800	\$12,000	\$3,200	-82%
TRAVEL & TRAINING	\$2,153	\$3,489	\$4,200	\$4,200	\$4,500	7.1%
OFFICE SUPPLIES & SPECIAL SUPPLIES	\$3,619	\$7,563	\$5,800	\$5,800	\$6,200	6.9%
EQUIP. SUPPLIES & MAINTENANCE	\$4,156	\$6,973	\$7,800	\$3,000	\$3,000	-61.5%
UTILITIES & TELEPHONE	\$7,755	\$8,394	\$7,600	\$7,600	\$8,710	14.6%
GASOLINE & OIL	\$11,894	\$9,234	\$10,300	\$6,500	\$6,500	-36.9%
PROFESSIONAL SERVICES	\$1,645	\$4,599	\$6,450	\$6,450	\$4,300	-33.3%
TRAINING	\$0	\$0	\$0	\$7,000	\$0	0%
MEALS	\$0	\$0	\$0	\$0	\$800	N/A
EDUCATION	\$0	\$0	\$5,300	\$5,300	\$5,300	0%
INSURANCE	\$4,732	\$5,280	\$6,550	\$6,550	\$5,650	-13.7%
DISPATCH FEES	\$0	\$0	\$0	\$14,013	\$14,750	N/A
EQUIPMENT	\$5,104	\$22,114	\$9,500	\$11,800	\$7,000	-26.3%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$4,662	\$4,662	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$4,118	\$6,180	\$0	-100%
Total Operations:	\$58,702	\$84,762	\$92,580	\$105,055	\$72,410	-21.8%
Capital Outlay						
BUILDING - DOG POUND	\$737	\$2,046	\$2,000	\$2,000	\$1,000	-50%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
INTERNAL SERVICE CHARGE - FLEET	\$0	\$0	\$270	\$270	\$21,520	7,870.4%
Total Capital Outlay:	\$737	\$2,046	\$2,270	\$2,270	\$22,520	892.1%
Total General Fund:	\$334,696	\$371,338	\$416,886	\$409,125	\$414,226	-0.6%
Total General Fund:	\$334,696	\$371,338	\$416,886	\$409,125	\$414,226	-0.6%
Total General Fund:	\$334,696	\$371,338	\$416,886	\$409,125	\$414,226	-0.6%

Roads Department

The Roads Department, part of the City's Public Works function, is responsible for the maintenance of the City's street system, a vital part of infrastructure.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$343,177	\$386,762	\$526,300	\$440,200	\$422,075	-19.8%
OVERTIME	\$18,679	\$42,294	\$38,243	\$70,200	\$38,300	0.1%
EMPLOYEE BENEFITS	\$182,416	\$207,009	\$214,615	\$199,600	\$165,144	-23.1%
FICA AND MEDICARE	\$0	\$0	\$40,262	\$33,900	\$32,609	-19%
Total Salaries and Benefits:	\$544,272	\$636,065	\$819,420	\$743,900	\$658,128	-19.7%
Operations						
UNIFORM ALLOWANCE	\$6,654	\$8,103	\$10,008	\$10,008	\$10,900	8.9%
BOOKS, SUBSCRIPTIONS & SUPPLIES	\$386	\$1,502	\$3,540	\$3,000	\$2,100	-40.7%
PUBLIC NOTICES	\$3,985	\$4,700	\$3,700	\$3,700	\$3,700	0%
TRAVEL	\$2,093	\$1,629	\$7,500	\$5,500	\$6,500	-13.3%
OFFICE SUPPLIES	\$2,133	\$1,060	\$3,000	\$3,000	\$3,000	0%
EQUIP. SUPPLIES & MAINTENANCE	\$13,286	\$25,911	\$48,100	\$45,000	\$7,430	-84.6%
BUILDINGS & GROUNDS	\$7,169	\$11,429	\$17,400	\$12,000	\$11,000	-36.8%
UTILITIES	\$9,638	\$14,059	\$0	\$15,000	\$14,900	N/A
TELEPHONE	\$5,280	\$7,459	\$7,450	\$7,450	\$8,636	15.9%
GASOLINE & OIL	\$18,759	\$31,106	\$30,000	\$30,000	\$25,000	-16.7%
PROFESSIONAL SERVICES	\$65,085	\$69,965	\$70,090	\$65,000	\$32,310	-53.9%
TRAINING	\$4,740	\$6,511	\$5,900	\$4,500	\$4,500	-23.7%
STREET LIGHTS	\$25,460	\$11,108	\$35,000	\$30,000	\$45,000	28.6%
MEALS	\$0	\$0	\$2,100	\$2,100	\$2,100	0%
SPECIAL SUPPLIES	\$118,584	\$269,738	\$185,000	\$180,000	\$180,000	-2.7%
INSURANCE	\$37,967	\$43,211	\$43,613	\$44,605	\$49,100	12.6%
EQUIPMENT	\$36,446	\$62,539	\$122,958	\$75,000	\$39,350	-68%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$8,279	\$8,279	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$7,312	\$10,960	\$0	-100%
Total Operations:	\$357,665	\$570,030	\$610,950	\$555,102	\$445,526	-27.1%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Capital Outlay						
CURB & GUTTER	\$14,904	\$5,312	\$15,000	\$15,000	\$15,000	0%
INTERNAL SERVICE CHARGE - FLEET	\$261,406	\$242,429	\$325,378	\$325,378	\$485,610	49.2%
Total Capital Outlay:	\$276,310	\$247,741	\$340,378	\$340,378	\$500,610	47.1%
Total General Fund:	\$1,178,247	\$1,453,836	\$1,770,748	\$1,639,380	\$1,604,264	-9.4%
Total General Fund:	\$1,178,247	\$1,453,836	\$1,770,748	\$1,639,380	\$1,604,264	-9.4%
Total General Fund:	\$1,178,247	\$1,453,836	\$1,770,748	\$1,639,380	\$1,604,264	-9.4%

Parks Department

The Parks Department provides maintenance to all City owned and operated parks and trails.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$194,866	\$241,127	\$306,820	\$314,500	\$320,530	4.5%
OVERTIME	\$4,547	\$5,800	\$6,500	\$2,800	\$3,313	-49%
EMPLOYEE BENEFITS	\$82,642	\$104,106	\$134,220	\$133,400	\$124,993	-6.9%
FICA AND MEDICARE	\$0	\$0	\$23,472	\$19,700	\$25,509	8.7%
Total Salaries and Benefits:	\$282,055	\$351,033	\$471,012	\$470,400	\$474,345	0.7%
Operations						
UNIFORM ALLOWANCE	\$3,681	\$2,201	\$4,000	\$4,000	\$4,400	10%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$0	\$0	\$225	\$200	\$325	44.4%
PUBLIC NOTICE	\$54	\$47	\$0	\$0	\$0	0%
TRAVEL	\$434	\$1,062	\$900	\$1,495	\$1,575	75%
OFFICE SUPPLIES	\$522	\$225	\$1,000	\$800	\$800	-20%
EQUIP. SUPPLIES & MAINTENANCE	\$4,939	\$7,809	\$13,276	\$18,000	\$15,000	13%
BUILDINGS AND GROUNDS	\$473	\$2,462	\$23,500	\$23,500	\$24,900	6%
UTILITIES	\$5,669	\$6,981	\$6,500	\$6,500	\$8,830	35.8%
TELEPHONE	\$1,693	\$1,384	\$1,600	\$2,300	\$3,087	92.9%
GASOLINE & OIL	\$7,536	\$9,758	\$9,500	\$9,500	\$9,500	0%
PROFESSIONAL SERVICES	\$37,464	\$24,388	\$55,830	\$55,830	\$57,300	2.6%
TRAINING	\$350	\$545	\$1,550	\$610	\$1,100	-29%
MEALS	\$0	\$0	\$500	\$210	\$500	0%
SPECIAL SUPPLIES	\$51,144	\$28,790	\$29,000	\$29,000	\$29,000	0%
FARMERS MARKET	\$0	\$31,659	\$25,770	\$25,770	\$38,000	47.5%
INSURANCE	\$5,685	\$6,476	\$6,550	\$7,250	\$8,000	22.1%
MISCELLANEOUS	\$13,965	\$8,415	\$19,100	\$19,100	\$28,750	50.5%
EQUIPMENT	\$21,320	\$13,484	\$23,800	\$23,800	\$18,600	-21.8%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$3,590	\$3,590	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$3,170	\$4,760	\$0	-100%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Total Operations:	\$154,929	\$145,686	\$229,361	\$236,215	\$249,667	8.9%
Capital Outlay						
BUILDING	\$3,660	\$3,355	\$0	\$0	\$0	0%
CAPITAL EQUIPMENT	\$116,033	\$0	\$0	\$0	\$0	0%
INTERNAL SERVICE CHARGE - FLEET	\$20,785	\$24,214	\$46,440	\$46,440	\$90,810	95.5%
Total Capital Outlay:	\$140,478	\$27,569	\$46,440	\$46,440	\$90,810	95.5%
Total General Fund:	\$577,462	\$524,288	\$746,813	\$753,055	\$814,823	9.1%
Total General Fund:	\$577,462	\$524,288	\$746,813	\$753,055	\$814,823	9.1%
Total General Fund:	\$577,462	\$524,288	\$746,813	\$753,055	\$814,823	9.1%

Trails, Arts and Parks Tax

The Trails, Arts and Parks program is designed to improve cultural recreation facilities, arts programming, and local parks in Wasatch County.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Operations						
ART GRANTS	\$0	\$0	\$60,000	\$43,000	\$60,000	0%
Total Operations:	\$0	\$0	\$60,000	\$43,000	\$60,000	0%
Capital Outlay						
CAPITAL PROJECTS	\$0	\$0	\$492,110	\$400,000	\$125,000	-74.6%
Total Capital Outlay:	\$0	\$0	\$492,110	\$400,000	\$125,000	-74.6%
Other Operating						
RESTRICTED	\$0	\$0	\$47,890	\$141,000	\$415,000	766.6%
Total Other Operating:	\$0	\$0	\$47,890	\$141,000	\$415,000	766.6%
Total General Fund:	\$0	\$0	\$600,000	\$584,000	\$600,000	0%
Total General Fund:	\$0	\$0	\$600,000	\$584,000	\$600,000	0%
Total General Fund:	\$0	\$0	\$600,000	\$584,000	\$600,000	0%

Cemetery Department

The Cemetery Department oversees the care and maintenance of the City's cemetery.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
General Fund						
General Fund						
General Fund						
Salaries and Benefits						
SALARIES AND WAGES	\$213,079	\$258,488	\$335,955	\$271,700	\$343,633	2.3%
OVERTIME	\$4,588	\$6,304	\$5,000	\$2,400	\$4,371	-12.6%
EMPLOYEE BENEFITS	\$93,420	\$115,265	\$146,680	\$115,600	\$136,500	-6.9%
FICA AND MEDICARE	\$0	\$0	\$25,701	\$16,700	\$27,408	6.6%
Total Salaries and Benefits:	\$311,087	\$380,057	\$513,336	\$406,400	\$511,911	-0.3%
Operations						
UNIFORM ALLOWANCE	\$3,681	\$2,581	\$4,000	\$4,000	\$4,400	10%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$0	\$0	\$225	\$170	\$325	44.4%
PUBLIC NOTICES	\$81	\$47	\$100	\$0	\$200	100%
TRAVEL	\$434	\$1,042	\$2,000	\$2,000	\$1,575	-21.2%
OFFICE SUPPLIES	\$1,661	\$583	\$1,500	\$800	\$1,500	0%
EQUIP. SUPPLIES & MAINTENANCE	\$4,356	\$7,956	\$13,276	\$18,000	\$15,000	13%
BUILDINGS AND GROUNDS	\$0	\$3,330	\$15,500	\$15,500	\$15,500	0%
UTILITIES	\$6,026	\$8,725	\$8,000	\$8,000	\$9,480	18.5%
TELEPHONE	\$2,048	\$2,048	\$2,500	\$2,500	\$3,663	46.5%
GASOLINE & OIL	\$9,059	\$10,730	\$11,000	\$11,000	\$11,000	0%
PROFESSIONAL SERVICES	\$25,461	\$6,544	\$18,180	\$18,180	\$18,180	0%
TRAINING	\$350	\$437	\$1,850	\$1,200	\$1,850	0%
MEALS	\$0	\$0	\$0	\$200	\$650	N/A
SPECIAL SUPPLIES	\$24,052	\$19,171	\$32,000	\$30,000	\$34,840	8.9%
INSURANCE	\$7,472	\$8,510	\$8,840	\$9,200	\$10,500	18.8%
MISCELLANEOUS	\$0	\$0	\$6,350	\$6,350	\$6,700	5.5%
EQUIPMENT	\$17,850	\$10,772	\$13,050	\$13,050	\$10,800	-17.2%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$4,018	\$4,018	\$0	-100%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$3,549	\$5,320	\$0	-100%
Total Operations:	\$102,531	\$82,476	\$145,938	\$149,488	\$146,163	0.2%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Capital Outlay						
CAPITAL EQUIPMENT	\$34,955	\$0	\$0	\$0	\$0	0%
INTERNAL SERVICE CHARGE - FLEET	\$19,370	\$22,799	\$46,685	\$46,685	\$92,840	98.9%
Total Capital Outlay:	\$54,325	\$22,799	\$46,685	\$46,685	\$92,840	98.9%
Total General Fund:	\$467,943	\$485,332	\$705,959	\$602,573	\$750,914	6.4%
Total General Fund:	\$467,943	\$485,332	\$705,959	\$602,573	\$750,914	6.4%
Total General Fund:	\$467,943	\$485,332	\$705,959	\$602,573	\$750,914	6.4%

Transfers Expense Summary

This summary represents transfers of resources from the General Fund to those funds authorized to spend them. These transfers can include transfers to debt service funds, transfers to the capital projects fund, and other one-time transfers a the direction of the City Concil.

Expenditures by Fund

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
All Funds						
General Fund						
General Fund						
General Fund	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532	-44.9%
Total General Fund:	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532	-44.9%
Total General Fund:	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532	-44.9%
Total All Funds:	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532	-44.9%

FUND SUMMARIES



General Fund (10)

General Fund Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$4,766,334	\$5,538,358	\$6,056,845	\$6,056,845	\$5,385,927
Revenues					
Property Taxes	\$2,259,818	\$2,393,092	\$3,114,456	\$2,809,657	\$3,504,783
Total Property Taxes:	\$2,259,818	\$2,393,092	\$3,114,456	\$2,809,657	\$3,504,783
Sales Tax	\$6,104,249	\$6,452,700	\$6,973,551	\$6,623,072	\$7,055,534
Total Sales Tax:	\$6,104,249	\$6,452,700	\$6,973,551	\$6,623,072	\$7,055,534
Franchise Tax	\$1,161,651	\$1,385,399	\$1,135,000	\$1,101,654	\$1,285,659
Total Franchise Tax:	\$1,161,651	\$1,385,399	\$1,135,000	\$1,101,654	\$1,285,659
Other Taxes	\$138,826	\$207,957	\$700,000	\$723,159	\$715,000
Total Other Taxes:	\$138,826	\$207,957	\$700,000	\$723,159	\$715,000
Licenses and Permits	\$1,840,738	\$1,782,232	\$1,181,385	\$1,598,475	\$1,282,695
Total Licenses and Permits:	\$1,840,738	\$1,782,232	\$1,181,385	\$1,598,475	\$1,282,695
Charges for Services	\$297,837	\$269,467	\$271,000	\$235,500	\$271,500
Total Charges for Services:	\$297,837	\$269,467	\$271,000	\$235,500	\$271,500
Intergovernmental					
Intergovernmental	\$0	\$0	\$0	\$0	\$41,400
Total Intergovernmental:	\$409,712	\$422,484	\$415,200	\$576,263	\$418,828
Fines & Forfeitures	\$305,160	\$395,624	\$257,000	\$451,000	\$301,000
Total Fines & Forfeitures:	\$305,160	\$395,624	\$257,000	\$451,000	\$301,000
Interest	\$58,238	\$1,723,409	\$300,000	\$466,600	\$414,369
Total Interest:	\$58,238	\$1,723,409	\$300,000	\$466,600	\$414,369
Other Revenues	\$386,593	\$264,460	\$658,238	\$690,925	\$418,870
Total Other Revenues:	\$386,593	\$264,460	\$658,238	\$690,925	\$418,870
Allocated Operational Costs & Contributions	\$97,011	\$78,374	\$22,506	\$3,550	\$0
Total Allocated Operational Costs & Contributions:	\$97,011	\$78,374	\$22,506	\$3,550	\$0
Allocated Operational Costs & Contributions from Surplus	\$882,991	\$992,641	\$367,435	\$51,389	\$0
Total Allocated Operational Costs & Contributions from Surplus:	\$882,991	\$992,641	\$367,435	\$51,389	\$0
Total Revenues:	\$13,942,824	\$16,367,839	\$15,395,771	\$15,331,244	\$15,668,238

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Expenditures					
Salaries and Benefits					
Legislative	\$238,013	\$173,036	\$169,722	\$172,100	\$170,655
Judicial	\$233,727	\$292,841	\$327,588	\$336,000	\$357,847
Administrative	\$1,075,246	\$1,237,429	\$538,902	\$538,500	\$596,977
General Government Buildings	\$76,127	\$90,115	\$102,015	\$96,100	\$100,875
Attorney	\$224,955	\$230,127	\$214,595	\$226,400	\$208,357
Human Resources	\$0	\$0	\$101,420	\$68,900	\$130,721
Information Technology	\$0	\$0	\$88,619	\$81,200	\$68,985
Engineering	\$537,829	\$609,679	\$207,577	\$222,600	\$212,920
Building Department	\$431,136	\$625,616	\$706,523	\$661,200	\$903,344
Planning Department	\$446,603	\$472,667	\$584,712	\$557,400	\$592,381
Police Department	\$3,173,335	\$4,037,001	\$4,667,294	\$4,733,500	\$4,826,703
Animal Control	\$275,257	\$284,530	\$322,036	\$301,800	\$319,296
Roads	\$544,272	\$636,065	\$819,420	\$743,900	\$658,128
Parks	\$282,055	\$351,033	\$471,012	\$470,400	\$474,345
Cemetery	\$311,087	\$380,057	\$513,336	\$406,400	\$511,911
Total Salaries and Benefits:	\$7,849,642	\$9,420,196	\$9,834,771	\$9,616,400	\$10,133,446
Operations					
Legislative	\$106,056	\$169,349	\$171,122	\$163,385	\$75,460
Administrative	\$277,957	\$452,100	\$408,750	\$404,972	\$487,300
Human Resources	\$0	\$0	\$57,995	\$86,944	\$55,830
Information Technology	\$0	\$0	\$81,885	\$87,044	\$253,235
Building Department	\$456,151	\$382,294	\$145,005	\$359,532	\$232,010
Planning Department	\$147,515	\$270,924	\$245,940	\$163,299	\$199,750
Animal Control	\$58,702	\$84,762	\$92,580	\$105,055	\$72,410
Parks	\$154,929	\$145,686	\$229,361	\$236,215	\$249,667
Cemetery	\$102,531	\$82,476	\$145,938	\$149,488	\$146,163
Attorney	\$8,764	\$21,768	\$164,216	\$17,116	\$9,290
Engineering	\$116,842	\$129,916	\$153,029	\$156,527	\$139,775
Police Department	\$709,563	\$941,494	\$788,534	\$773,326	\$735,984
Roads	\$357,665	\$570,030	\$610,950	\$555,102	\$445,526
Judicial	\$23,044	\$29,183	\$41,268	\$41,677	\$34,180
General Government Buildings	\$89,797	\$101,349	\$115,433	\$120,643	\$118,020
Trails, Arts and Parks Tax	\$0	\$0	\$60,000	\$43,000	\$60,000
Debt Service	\$0	\$17,244	\$0	\$0	\$0
Total Operations:	\$2,609,516	\$3,398,575	\$3,512,006	\$3,463,325	\$3,314,600
Capital Outlay					
Legislative	\$0	\$0	\$0	\$11,050	\$0
Police Department	\$307,548	\$114,306	\$505,000	\$585,000	\$735,620
Parks	\$140,478	\$27,569	\$46,440	\$46,440	\$90,810

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Cemetery	\$54,325	\$22,799	\$46,685	\$46,685	\$92,840
Administrative	\$8,374	\$8,506	\$9,642	\$7,000	\$21,350
Attorney	\$0	\$0	\$197	\$197	\$0
Engineering	\$0	\$0	\$436	\$436	\$0
Building Department	\$9,519	\$7,375	\$16,000	\$10,150	\$10,110
Planning Department	\$0	\$0	\$377	\$377	\$0
Animal Control	\$737	\$2,046	\$2,270	\$2,270	\$22,520
Roads	\$276,310	\$247,741	\$340,378	\$340,378	\$500,610
General Government Buildings	\$5,899	\$5,899	\$2,880	\$5,800	\$5,800
Trails, Arts and Parks Tax	\$0	\$0	\$492,110	\$400,000	\$125,000
Total Capital Outlay:	\$803,190	\$436,241	\$1,462,415	\$1,455,783	\$1,604,660
Other Operating					
Trails, Arts and Parks Tax	\$0	\$0	\$47,890	\$141,000	\$415,000
Total Other Operating:	\$0	\$0	\$47,890	\$141,000	\$415,000
Transfers					
Transfers	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532
Total Transfers:	\$1,908,720	\$2,568,630	\$364,271	\$1,325,654	\$200,532
Total Expenditures:	\$13,171,068	\$15,823,642	\$15,221,353	\$16,002,162	\$15,668,238
Total Revenues Less Expenditures:	\$771,756	\$544,197	\$174,418	-\$670,918	\$0
Ending Fund Balance:	\$5,538,090	\$6,082,555	\$6,231,263	\$5,385,927	\$5,385,927



Airport Fund Summary

The Airport Special Revenue Fund accounts for all Heber Valley Airport (HVA) operations.

Airport Fund Summary Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$301,050	\$388,577	-\$128,522	-\$128,522	\$100,944
Revenues					
Charges for Services	\$578,074	\$544,485	\$612,695	\$625,933	\$1,044,599
Intergovernmental	\$153,004	\$29,500	\$758,853	\$263,117	\$1,335,603
Interest	\$1,665	\$0	\$4,000	\$300,000	\$5,500
Other Revenues	\$7,710	-\$198	\$500	\$500	\$500
Allocated Operational Costs & Contributions	\$0	\$0	\$0	\$610,000	\$385,000
Allocated Operational Costs & Contributions from Surplus	\$0	\$0	\$798	\$0	\$0
Total Revenues:	\$740,453	\$573,787	\$1,376,846	\$1,799,550	\$2,771,202
Expenditures					
Salaries and Benefits	\$98,968	\$118,667	\$172,682	\$150,800	\$206,287
Operations	\$358,147	\$679,915	\$378,172	\$470,868	\$394,045
Capital Outlay	\$99,096	\$97,298	\$659,000	\$270,516	\$1,610,640
Transfers	\$97,012	\$79,604	\$112,143	\$677,900	\$493,592
Total Expenditures:	\$653,223	\$975,484	\$1,321,997	\$1,570,084	\$2,704,564
Total Revenues Less Expenditures:	\$87,230	-\$401,697	\$54,849	\$229,466	\$66,638
Ending Fund Balance:	\$388,280	-\$13,120	-\$73,673	\$100,944	\$167,582



Airport Special Service Fund (21)

The Airport Special Revenue Fund accounts for all Heber Valley Airport (HVA) operations.

Airport Special Service Fund (21) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$201,251	\$318,867	\$184,762	\$184,762	\$4,327
Revenues	\$587,137	\$544,287	\$617,993	\$926,433	\$1,050,599
Expenditures	\$470,444	\$678,392	\$612,997	\$1,106,868	\$985,924
Total Revenues Less Expenditures:	\$116,693	-\$134,105	\$4,996	-\$180,435	\$64,675
Ending Fund Balance:	\$317,944	\$184,762	\$189,758	\$4,327	\$69,002

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
AIRPORT BUSINESS FBO/SSO FEES	\$20,863	\$300	\$21,250	\$29,740	\$29,740	40%
AIRPORT HANGAR GROUND LEASE FEE	\$194,922	\$241,343	\$250,545	\$300,000	\$300,000	19.7%
AVIATION FUEL	\$68,076	\$66,638	\$70,000	\$56,400	\$112,800	61.1%
AIRPORT LANDING FEES	\$278,735	\$222,081	\$250,000	\$206,893	\$579,159	131.7%
HANGAR TRANSFER FEES	\$11,000	\$1,050	\$8,000	\$20,000	\$10,000	25%
FARM LEASE	\$4,478	\$1,000	\$3,400	\$3,400	\$3,400	0%
LICENSES	\$0	\$12,073	\$9,500	\$9,500	\$9,500	0%
Total Charges for Services:	\$578,074	\$544,485	\$612,695	\$625,933	\$1,044,599	70.5%
Interest						
INTEREST INCOME	\$1,353	\$0	\$4,000	\$300,000	\$5,500	37.5%
Total Interest:	\$1,353	\$0	\$4,000	\$300,000	\$5,500	37.5%
Other Revenues						
MISCELLANEOUS INCOME	\$7,710	-\$198	\$500	\$500	\$500	0%
Total Other Revenues:	\$7,710	-\$198	\$500	\$500	\$500	0%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS FUND SURPLUS	\$0	\$0	\$798	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$798	\$0	\$0	-100%
Total Revenue Source:	\$587,137	\$544,287	\$617,993	\$926,433	\$1,050,599	70%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$330	\$3,109	\$116,893	\$108,000	\$148,849	27.3%
ON SITE PAYROLL - MANAGERS	\$95,923	\$113,192	\$0	\$0	\$0	0%
EMPLOYEE BENEFITS	\$1,597	\$1,335	\$46,147	\$34,100	\$45,095	-2.3%
UNIFORM ALLOWANCE	\$1,118	\$1,031	\$700	\$700	\$700	0%
FICA AND MEDICARE	\$0	\$0	\$8,942	\$8,000	\$11,643	30.2%
Total Salaries and Benefits:	\$98,968	\$118,667	\$172,682	\$150,800	\$206,287	19.5%
Operations						
EMPLOYEE BENEFITS - MANAGERS	\$48,961	\$47,802	\$0	\$0	\$0	0%
BOOKS, SUBSCRIPTIONS & DUES	\$770	\$299	\$800	\$800	\$840	5%
PUBLIC NOTICING	\$296	\$1,475	\$300	\$300	\$300	0%
TRAVEL	\$4,237	\$919	\$4,200	\$4,200	\$2,000	-52.4%
OFFICE SUPPLIES	\$354	\$730	\$300	\$1,300	\$800	166.7%
EQUIPMENT MAINTENANCE	\$3,144	\$12,993	\$4,000	\$8,500	\$7,500	87.5%
UTILITIES	\$7,999	\$10,056	\$9,500	\$9,500	\$10,670	12.3%
TELEPHONE	\$1,687	\$1,659	\$1,900	\$1,900	\$1,970	3.7%
GASOLINE & OIL	\$4,497	\$6,420	\$4,500	\$4,500	\$4,500	0%
PROFESSIONAL SERVICES	\$27,961	\$116,700	\$100,000	\$123,000	\$100,000	0%
TRAINING	\$2,050	\$369	\$2,000	\$2,000	\$2,500	25%
LEGAL	\$148,700	\$240,868	\$148,700	\$90,000	\$65,000	-56.3%
SPECIAL SUPPLIES	\$4,146	\$9,338	\$9,000	\$9,000	\$9,000	0%
INSURANCE	\$3,644	\$4,968	\$3,900	\$4,650	\$5,100	30.8%
SNOW REMOVAL	\$8,739	\$8,739	\$8,700	\$0	\$0	-100%
EQUIPMENT	\$3,409	\$8,918	\$20,000	\$6,800	\$58,040	190.2%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$1,898	\$1,898	\$5,025	164.8%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$2,474	\$2,520	\$4,800	94%
Total Operations:	\$270,594	\$472,253	\$322,172	\$270,868	\$278,045	-13.7%
Capital Outlay						
BUILDING	\$870	\$2,034	\$3,000	\$300	\$1,000	-66.7%
IMPROV. OTHER THAN BUILDINGS	\$3,000	\$1,698	\$3,000	\$7,000	\$7,000	133.3%
CAPITAL EQUIPMENT	\$0	\$4,136	\$0	\$0	\$0	0%
Total Capital Outlay:	\$3,870	\$7,868	\$6,000	\$7,300	\$8,000	33.3%
Transfers						
TRANSFER TO GENERAL FUND - INDIRECT SALARIES	\$66,898	\$55,571	\$95,802	\$46,500	\$82,941	-13.4%
TRANSFER TO GENERAL FUND - INDIRECT BENEFITS	\$30,114	\$24,033	\$16,341	\$21,400	\$25,651	57%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
TRANSFER TO AIRPORT CAPITAL IMPROVEMENTS	\$0	\$0	\$0	\$610,000	\$385,000	N/A
Total Transfers:	\$97,012	\$79,604	\$112,143	\$677,900	\$493,592	340.1%
Total Expense Objects:	\$470,444	\$678,392	\$612,997	\$1,106,868	\$985,924	60.8%



Airport Capital Fund (41)

The Airport Capital Improvements Fund accounts for all capital investments at Heber Valley Airport.

Airport Capital Fund (41) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$99,799	\$69,710	-\$313,284	-\$313,284	\$96,617
Revenues	\$153,316	\$29,500	\$758,853	\$873,117	\$1,720,603
Expenditures	\$182,779	\$297,092	\$709,000	\$463,216	\$1,718,640
Total Revenues Less Expenditures:	-\$29,463	-\$267,592	\$49,853	\$409,901	\$1,963
Ending Fund Balance:	\$70,336	-\$197,882	-\$263,431	\$96,617	\$98,580

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Intergovernmental						
FEDERAL GRANTS	\$82,080	\$29,500	\$510,707	\$250,184	\$1,066,625	108.9%
STATE GRANT	\$70,924	\$0	\$248,146	\$12,933	\$268,978	8.4%
Total Intergovernmental:	\$153,004	\$29,500	\$758,853	\$263,117	\$1,335,603	76%
Interest						
INTEREST EARNINGS	\$312	\$0	\$0	\$0	\$0	0%
Total Interest:	\$312	\$0	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions						
CONTRIBUTIONS FROM OTHER FUNDS	\$0	\$0	\$0	\$610,000	\$385,000	N/A
Total Allocated Operational Costs & Contributions:	\$0	\$0	\$0	\$610,000	\$385,000	N/A
Total Revenue Source:	\$153,316	\$29,500	\$758,853	\$873,117	\$1,720,603	126.7%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL SERVICES	\$69,588	\$207,662	\$0	\$200,000	\$60,000	N/A
EQUIPMENT	\$17,965	\$0	\$56,000	\$0	\$56,000	0%
Total Operations:	\$87,553	\$207,662	\$56,000	\$200,000	\$116,000	107.1%
Capital Outlay						
BUILDING AND IMPROVEMENTS	\$95,226	\$0	\$653,000	\$263,216	\$702,640	7.6%
CAPITAL EQUIPMENT	\$0	\$21,318	\$0	\$0	\$0	0%
CAPITAL PROJECTS	\$0	\$68,112	\$0	\$0	\$900,000	N/A
Total Capital Outlay:	\$95,226	\$89,430	\$653,000	\$263,216	\$1,602,640	145.4%
Total Expense Objects:	\$182,779	\$297,092	\$709,000	\$463,216	\$1,718,640	142.4%



Capital Improvement Fund (42)

The Capital Improvement Fund accounts for general government capital facilities projects.

Capital Improvement Fund (42) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$1,686,900	\$2,611,809	\$4,652,818	\$4,652,818	\$4,897,055
Revenues					
Local Grant	\$250,000	\$0	\$0	\$0	\$0
Interest Income	\$5,447	\$0	\$30,000	\$0	\$0
Miscellaneous Revenue	\$0	\$0	\$600,000	\$600,000	\$0
Transfer From Other Funds	\$1,573,873	\$2,300,000	\$2,037,271	\$2,798,037	\$151,000
Contributions From Surplus	\$0	\$0	\$2,909,647	\$0	\$0
Total Revenues:	\$1,829,320	\$2,300,000	\$6,861,918	\$3,398,037	\$151,000
Expenditures					
Buildings & Land	\$975,090	\$37,248	\$926,647	\$320,000	\$3,905,000
Improvements Other Than Buildi	\$43,521	\$221,743	\$5,571,000	\$2,833,800	\$580,000
Total Expenditures:	\$1,021,130	\$258,991	\$6,497,647	\$3,153,800	\$4,485,000
Total Revenues Less Expenditures:	\$808,190	\$2,041,009	\$364,271	\$244,237	-\$4,334,000
Ending Fund Balance:	\$2,495,090	\$4,652,818	\$5,017,089	\$4,897,055	\$563,055

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Intergovernmental						
FEDERAL GRANTS	\$0	\$0	\$1,285,000	\$0	\$0	-100%
LOCAL GRANT	\$250,000	\$0	\$0	\$0	\$0	0%
Total Intergovernmental:	\$250,000	\$0	\$1,285,000	\$0	\$0	-100%
Interest						
INTEREST INCOME	\$5,447	\$0	\$30,000	\$0	\$0	-100%
Total Interest:	\$5,447	\$0	\$30,000	\$0	\$0	-100%
Other Revenues						
MISCELLANEOUS REVENUE	\$0	\$0	\$600,000	\$600,000	\$0	-100%
Total Other Revenues:	\$0	\$0	\$600,000	\$600,000	\$0	-100%
Allocated Operational Costs & Contributions						
TRANSFER FROM OTHER FUNDS	\$1,573,873	\$2,300,000	\$2,037,271	\$2,798,037	\$151,000	-92.6%
Total Allocated Operational Costs & Contributions:	\$1,573,873	\$2,300,000	\$2,037,271	\$2,798,037	\$151,000	-92.6%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS FROM SURPLUS	\$0	\$0	\$2,909,647	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$2,909,647	\$0	\$0	-100%
Total Revenue Source:	\$1,829,320	\$2,300,000	\$6,861,918	\$3,398,037	\$151,000	-97.8%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL SERVICES	\$2,519	\$0	\$0	\$0	\$0	0%
Total Operations:	\$2,519	\$0	\$0	\$0	\$0	0%
Capital Outlay						
BUILDINGS & LAND	\$975,090	\$37,248	\$926,647	\$320,000	\$3,905,000	321.4%
IMPROVEMENTS OTHER THAN BUILDI	\$43,521	\$221,743	\$5,571,000	\$2,833,800	\$580,000	-89.6%
Total Capital Outlay:	\$1,018,611	\$258,991	\$6,497,647	\$3,153,800	\$4,485,000	-31%
Total Expense Objects:	\$1,021,130	\$258,991	\$6,497,647	\$3,153,800	\$4,485,000	-31%



Impact Fee Fund - Public Safety (43)

The Public Safety Impact Fee Fund accounts for public safety impact fees which are considered a restricted revenue source. Impact fees can only be spent on professional fees, debt service, or future projects that are made necessary by new development.

Impact Fee Fund - Public Safety (43) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	N/A	N/A	\$2,190	\$2,190	\$99,185
Revenues	\$0	\$62,190	\$128,238	\$225,233	\$74,641
Expenditures	\$0	\$60,000	\$128,238	\$128,238	\$128,238
Total Revenues Less Expenditures:	\$0	\$2,190	\$0	\$96,995	-\$53,597
Ending Fund Balance:	N/A	N/A	\$2,190	\$99,185	\$45,588

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$0	\$0	\$2,000	\$4,100	\$4,500	125%
Total Interest:	\$0	\$0	\$2,000	\$4,100	\$4,500	125%
Other Revenues						
PUBLIC SAFETY IMPACT FEE	\$0	\$62,190	\$119,238	\$221,133	\$70,141	-41.2%
Total Other Revenues:	\$0	\$62,190	\$119,238	\$221,133	\$70,141	-41.2%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - FUND SURPLUS	\$0	\$0	\$7,000	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$7,000	\$0	\$0	-100%
Total Revenue Source:	\$0	\$62,190	\$128,238	\$225,233	\$74,641	-41.8%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Transfers						
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$60,000	\$128,238	\$128,238	\$128,238	0%
Total Transfers:	\$0	\$60,000	\$128,238	\$128,238	\$128,238	0%
Total Expense Objects:	\$0	\$60,000	\$128,238	\$128,238	\$128,238	0%



Impact Fee Fund - Streets (46)

The Streets Impact Fee Fund accounts for street impact fees which are considered a restricted revenue source. Impact fees can only be spent on street projects that are made necessary by development.

Impact Fee Fund - Streets (46) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$2,744,621	\$4,087,965	\$4,282,081	\$4,282,081	\$1,705,848
Revenues	\$1,352,144	\$2,280,446	\$5,493,687	\$1,090,485	\$755,851
Expenditures	\$8,801	\$2,086,330	\$5,493,687	\$3,666,718	\$2,324,658
Total Revenues Less Expenditures:	\$1,343,343	\$194,116	\$0	-\$2,576,233	-\$1,568,807
Ending Fund Balance:	\$4,087,964	\$4,282,081	\$4,282,081	\$1,705,848	\$137,041

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$17,405	\$0	\$50,000	\$220,600	\$90,000	80%
Total Interest:	\$17,405	\$0	\$50,000	\$220,600	\$90,000	80%
Other Revenues						
STREET IMPACT FEE	\$1,048,688	\$1,638,910	\$870,048	\$869,885	\$665,851	-23.5%
Total Other Revenues:	\$1,048,688	\$1,638,910	\$870,048	\$869,885	\$665,851	-23.5%
Allocated Operational Costs & Contributions						
CONTRIBUTIONS FROM OTHER FUNDS	\$286,051	\$641,536	\$0	\$0	\$0	0%
Total Allocated Operational Costs & Contributions:	\$286,051	\$641,536	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - FUND SURPLUS	\$0	\$0	\$4,573,639	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$4,573,639	\$0	\$0	-100%
Total Revenue Source:	\$1,352,144	\$2,280,446	\$5,493,687	\$1,090,485	\$755,851	-86.2%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL & TECHNICAL SERVI	\$0	\$58,144	\$0	\$36,032	\$0	0%
INTEREST EXPENSE	\$4,299	\$4,165	\$0	\$0	\$0	0%
Total Operations:	\$4,299	\$62,309	\$0	\$36,032	\$0	0%
Capital Outlay						
IMPROVEMENTS OTHER THAN BUILDI	\$4,502	\$2,024,021	\$5,473,000	\$3,610,000	\$2,304,000	-57.9%
Total Capital Outlay:	\$4,502	\$2,024,021	\$5,473,000	\$3,610,000	\$2,304,000	-57.9%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$2,962	\$2,962	\$2,962	0%
Total Other Operating:	\$0	\$0	\$2,962	\$2,962	\$2,962	0%
Transfers						
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$13,694	\$13,694	\$13,802	0.8%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$4,031	\$4,030	\$3,894	-3.4%
Total Transfers:	\$0	\$0	\$17,725	\$17,724	\$17,696	-0.2%
Total Expense Objects:	\$8,801	\$2,086,330	\$5,493,687	\$3,666,718	\$2,324,658	-57.7%



Impact Fee Fund - Parks (47)

The Parks Impact Fee Fund accounts for parks impact fees which are considered a restricted revenue source. Impact fees can only be spent on park projects that are made necessary by new development.

Impact Fee Fund - Parks (47) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$1,117,133	\$2,797,998	\$4,206,261	\$4,206,261	\$3,827,161
Revenues	\$1,695,035	\$1,673,685	\$3,202,000	\$1,328,900	\$1,214,117
Expenditures	\$14,170	\$265,422	\$3,202,000	\$1,708,000	\$4,746,000
Total Revenues Less Expenditures:	\$1,680,865	\$1,408,263	\$0	-\$379,100	-\$3,531,883
Ending Fund Balance:	\$2,797,998	\$4,206,261	\$4,206,261	\$3,827,161	\$295,278

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Intergovernmental						
STATE GRANT	\$0	\$0	\$140,000	\$0	\$0	-100%
Total Intergovernmental:	\$0	\$0	\$140,000	\$0	\$0	-100%
Interest						
INTEREST INCOME	\$10,399	\$0	\$50,000	\$228,900	\$90,000	80%
Total Interest:	\$10,399	\$0	\$50,000	\$228,900	\$90,000	80%
Other Revenues						
PARK IMPACT FEE	\$1,684,636	\$1,673,685	\$2,012,118	\$1,100,000	\$1,124,117	-44.1%
Total Other Revenues:	\$1,684,636	\$1,673,685	\$2,012,118	\$1,100,000	\$1,124,117	-44.1%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - FUND SURPLUS	\$0	\$0	\$999,882	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$999,882	\$0	\$0	-100%
Total Revenue Source:	\$1,695,035	\$1,673,685	\$3,202,000	\$1,328,900	\$1,214,117	-62.1%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Capital Outlay						
IMPROVEMENTS OTHER THAN BUILDI	\$14,170	\$265,422	\$3,202,000	\$1,708,000	\$4,746,000	48.2%
Total Capital Outlay:	\$14,170	\$265,422	\$3,202,000	\$1,708,000	\$4,746,000	48.2%
Total Expense Objects:	\$14,170	\$265,422	\$3,202,000	\$1,708,000	\$4,746,000	48.2%



**Capital
Improvement
Fund -
Transportation
Tax (48)**

The Transportation Tax Fund is used to account for roadway projects funded by the Utah State Transportation Tax.

**Capital Improvement Fund - Transportation Tax (48) Comprehensive
Summary**

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$2,992,579	\$4,164,560	\$9,134,010	\$9,134,010	\$1,302,308
Revenues	\$2,545,051	\$7,232,614	\$4,144,000	\$2,846,200	\$2,185,000
Expenditures	\$1,373,072	\$2,263,165	\$10,791,000	\$10,677,902	\$1,433,392
Total Revenues Less Expenditures:	\$1,171,979	\$4,969,449	-\$6,647,000	-\$7,831,702	\$751,608
Ending Fund Balance:	\$4,164,558	\$9,134,009	\$2,487,010	\$1,302,308	\$2,053,916

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Sales Tax						
TRANSPORTATION SALES TAX	\$1,971,013	\$2,102,891	\$1,600,000	\$2,097,000	\$2,140,000	33.8%
Total Sales Tax:	\$1,971,013	\$2,102,891	\$1,600,000	\$2,097,000	\$2,140,000	33.8%
Intergovernmental						
FEDERAL GRANT	\$557,710	\$0	\$0	\$0	\$0	0%
STATE GRANT	\$0	\$0	\$476,000	\$476,000	\$0	-100%
Total Intergovernmental:	\$557,710	\$0	\$476,000	\$476,000	\$0	-100%
Interest						
INTEREST INCOME	\$16,328	\$10,723	\$50,000	\$273,200	\$45,000	-10%
Total Interest:	\$16,328	\$10,723	\$50,000	\$273,200	\$45,000	-10%
Other Revenues						
MISCELLANEOUS INCOME	\$0	\$78,000	\$0	\$0	\$0	0%
BOND PROCEEDS	\$0	\$5,041,000	\$0	\$0	\$0	0%
Total Other Revenues:	\$0	\$5,119,000	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
APPROPRIATED SURPLUS	\$0	\$0	\$2,018,000	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$2,018,000	\$0	\$0	-100%
Total Revenue Source:	\$2,545,051	\$7,232,614	\$4,144,000	\$2,846,200	\$2,185,000	-47.3%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROF. & TECHNICAL SERVICES	\$80	\$0	\$0	\$0	\$0	0%
PAYING AGENTS FEES	\$0	\$43,109	\$0	\$0	\$0	0%
Total Operations:	\$80	\$43,109	\$0	\$0	\$0	0%
Capital Outlay						
ROAD MAINTENANCE/CONSTRUCTION	\$1,086,941	\$1,578,520	\$10,491,000	\$10,391,000	\$1,146,000	-89.1%
Total Capital Outlay:	\$1,086,941	\$1,578,520	\$10,491,000	\$10,391,000	\$1,146,000	-89.1%
Transfers						
TRANSFER TO STREET IMPACT FEES	\$286,051	\$641,536	\$0	\$0	\$0	0%
TRANSFER TO DEBT SERVICE	\$0	\$0	\$300,000	\$286,902	\$287,392	-4.2%
Total Transfers:	\$286,051	\$641,536	\$300,000	\$286,902	\$287,392	-4.2%
Total Expense Objects:	\$1,373,072	\$2,263,165	\$10,791,000	\$10,677,902	\$1,433,392	-86.7%



Capital Improvement Fund - Class C Road (49)

Capital Improvement Fund - Class C Road (49) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$1,591,852	\$1,854,205	\$2,196,800	\$2,196,800	\$1,391,980
Revenues	\$825,352	\$884,913	\$820,000	\$1,533,180	\$1,000,000
Expenditures	\$563,000	\$542,319	\$2,838,000	\$2,338,000	\$816,000
Total Revenues Less Expenditures:	\$262,352	\$342,594	-\$2,018,000	-\$804,820	\$184,000
Ending Fund Balance:	\$1,854,204	\$2,196,799	\$178,800	\$1,391,980	\$1,575,980

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Other Taxes						
Class C Road Fund Allotment						
CLASS C ROAD FUND ALLOTMENT	\$818,630	\$884,913	\$800,000	\$1,533,180	\$1,000,000	25%
Total Class C Road Fund Allotment:	\$818,630	\$884,913	\$800,000	\$1,533,180	\$1,000,000	25%
Total Other Taxes:	\$818,630	\$884,913	\$800,000	\$1,533,180	\$1,000,000	25%
Interest						
Interest Income						
INTEREST INCOME	\$6,722	\$0	\$20,000	\$0	\$0	-100%
Total Interest Income:	\$6,722	\$0	\$20,000	\$0	\$0	-100%
Total Interest:	\$6,722	\$0	\$20,000	\$0	\$0	-100%
Total Revenue Source:	\$825,352	\$884,913	\$820,000	\$1,533,180	\$1,000,000	22%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Transfers						
Transfer To Debt Service - Principal						
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$665,000	\$665,000	\$665,000	0%
Total Transfer To Debt Service - Principal:	\$0	\$0	\$665,000	\$665,000	\$665,000	0%
Transfer To Other Fund						
TRANSFER TO OTHER FUND	\$563,000	\$542,319	\$2,173,000	\$1,673,000	\$151,000	-93.1%
Total Transfer To Other Fund:	\$563,000	\$542,319	\$2,173,000	\$1,673,000	\$151,000	-93.1%
Total Transfers:	\$563,000	\$542,319	\$2,838,000	\$2,338,000	\$816,000	-71.2%
Total Expense Objects:	\$563,000	\$542,319	\$2,838,000	\$2,338,000	\$816,000	-71.2%



North Village Impact Fee Fund (60)

North Village Impact Fee Fund (60) Comprehensive Summary

Name	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	N/A	\$0	\$0	\$218,743
Revenues	\$0	\$0	\$218,743	\$419,150
Total Revenues Less Expenditures:	\$0	\$0	\$218,743	\$419,150
Ending Fund Balance:	N/A	\$0	\$218,743	\$637,893

Revenues by Source

Name	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source					
Interest					
INTEREST INCOME	\$0	\$0	\$4,800	\$14,000	N/A
Total Interest:	\$0	\$0	\$4,800	\$14,000	N/A
Other Revenues					
STORM WATER IMPACT FEE	\$0	\$0	\$0	\$230,250	N/A
STREET IMPACT FEE	\$0	\$0	\$213,943	\$174,900	N/A
Total Other Revenues:	\$0	\$0	\$213,943	\$405,150	N/A
Total Revenue Source:	\$0	\$0	\$218,743	\$419,150	N/A

Expenditures by Expense Type

Name	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
No Data To Display	



Culinary Water Fund Summary

The purpose of the Water Fund is to assure an adequate supply of potable water for the citizens of Heber City. This fund accounts for the maintenance of culinary water distribution lines, storage tanks, and wells. The Water Department's focus is on Water Rights, Water Quality, Asset Management, System Mapping, and Water Modeling. Heber City services 5,380 water accounts.

Culinary Water Fund Summary Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$3,387,775	\$19,858,768	\$12,697,055	\$12,697,055	\$9,198,591
Revenues					
Charges for Services	\$2,561,088	\$2,791,410	\$2,840,000	\$2,800,000	\$3,339,000
Intergovernmental	\$0	\$8,452	\$0	\$0	\$0
Fines & Forfeitures	\$21,359	\$23,631	\$22,500	\$31,000	\$31,000
Interest	\$36,657	\$373,597	\$153,500	\$618,200	\$510,700
Other Revenues	\$1,161,383	\$1,147,638	\$729,983	\$437,359	\$687,397
Allocated Operational Costs & Contributions	\$2,611,005	\$7,170,000	\$1,700,000	\$3,815,750	\$1,525,000
Allocated Operational Costs & Contributions from Surplus	\$520,830	\$0	\$6,441,540	\$0	\$0
Total Revenues:	\$6,912,322	\$11,514,728	\$11,887,523	\$7,702,309	\$6,093,097
Expenditures					
Salaries and Benefits	\$839,039	\$804,670	\$1,096,896	\$896,900	\$853,119
Operations	\$1,786,189	\$2,132,504	\$1,140,441	\$759,834	\$739,319
Capital Outlay	\$5,217,079	\$0	\$6,839,434	\$6,288,934	\$4,325,104
Other Operating	\$0	\$0	\$6,621	\$6,621	\$6,621
Transfers	\$2,977,798	\$7,623,901	\$2,748,696	\$3,248,484	\$2,890,637
Total Expenditures:	\$10,820,105	\$10,561,075	\$11,832,088	\$11,200,773	\$8,814,801
Total Revenues Less Expenditures:	-\$3,907,783	\$953,653	\$55,435	-\$3,498,464	-\$2,721,704
Ending Fund Balance:	-\$520,008	\$20,812,421	\$12,752,490	\$9,198,591	\$6,476,887



Culinary Water Fund (51)

The purpose of the Water Fund is to assure an adequate supply of potable water for the citizens of Heber City. This fund accounts for the maintenance of culinary water distribution lines, storage tanks, and wells. The Water Department's focus is on Water Rights, Water Quality, Asset Management, System Mapping, and Water Modeling. Heber City services 5,380 water accounts.

Culinary Water Fund (51) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$754,196	\$18,333,615	\$2,527,588	\$2,527,588	\$818,437
Revenues	\$5,761,448	\$3,199,365	\$4,979,106	\$3,181,500	\$3,771,200
Expenditures	\$2,989,208	\$10,507,583	\$4,979,106	\$4,890,651	\$4,471,169
Total Revenues Less Expenditures:	\$2,772,240	-\$7,308,218	\$0	-\$1,709,151	-\$699,969
Ending Fund Balance:	\$3,526,436	\$11,025,397	\$2,527,588	\$818,437	\$118,468

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
METERED WATER SALES	\$2,447,725	\$2,659,417	\$2,730,000	\$2,730,000	\$3,269,000	19.7%
HOOK-UP FEES - WATER	\$99,588	\$123,249	\$100,000	\$60,000	\$60,000	-40%
CHANGE OF OWNERSHIP FEE	\$13,775	\$8,744	\$10,000	\$10,000	\$10,000	0%
Total Charges for Services:	\$2,561,088	\$2,791,410	\$2,840,000	\$2,800,000	\$3,339,000	17.6%
Intergovernmental						
STATE GRANT	\$0	\$8,452	\$0	\$0	\$0	0%
Total Intergovernmental:	\$0	\$8,452	\$0	\$0	\$0	0%
Fines & Forfeitures						
PENALTY - LATE FEES	\$12,996	\$15,781	\$14,500	\$23,000	\$23,000	58.6%
DELINQUENT ACCT. RECONNECT FEE	\$8,363	\$7,850	\$8,000	\$8,000	\$8,000	0%
Total Fines & Forfeitures:	\$21,359	\$23,631	\$22,500	\$31,000	\$31,000	37.8%
Interest						
INTEREST INCOME	\$16,832	\$373,597	\$100,000	\$338,200	\$398,200	298.2%
Total Interest:	\$16,832	\$373,597	\$100,000	\$338,200	\$398,200	298.2%
Other Revenues						
SALE OF FIXED ASSETS	\$25,978	\$0	\$5,000	\$5,000	\$0	-100%
MISCELLANEOUS REVENUE	\$4,356	\$2,275	\$3,000	\$7,300	\$3,000	0%
Total Other Revenues:	\$30,334	\$2,275	\$8,000	\$12,300	\$3,000	-62.5%
Allocated Operational Costs & Contributions						
CONTRIBUTIONS FROM OTHER FUNDS	\$2,611,005	\$0	\$0	\$0	\$0	0%
Total Allocated Operational Costs & Contributions:	\$2,611,005	\$0	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
DEVELOPER CONTRIBUTIONS	\$520,830	\$0	\$0	\$0	\$0	0%
CONTRIBUTIONS FROM SURPLUS	\$0	\$0	\$2,008,606	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$520,830	\$0	\$2,008,606	\$0	\$0	-100%
Total Revenue Source:	\$5,761,448	\$3,199,365	\$4,979,106	\$3,181,500	\$3,771,200	-24.3%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$430,894	\$535,982	\$713,672	\$573,100	\$555,327	-22.2%
OVERTIME	\$24,566	\$51,319	\$20,000	\$36,300	\$32,961	64.8%
EMPLOYEE BENEFITS	\$248,216	\$217,369	\$308,628	\$247,900	\$222,577	-27.9%
PENSION EXPENSE YEAR-END	\$135,363	\$0	\$0	\$0	\$0	0%
FICA AND MEDICARE	\$0	\$0	\$54,596	\$39,600	\$42,255	-22.6%
Total Salaries and Benefits:	\$839,039	\$804,670	\$1,096,896	\$896,900	\$853,119	-22.2%
Operations						
UNIFORM ALLOWANCE	\$5,558	\$6,915	\$9,124	\$9,000	\$9,520	4.3%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$4,440	\$3,266	\$6,432	\$5,500	\$6,000	-6.7%
PUBLIC NOTICES	\$3,612	\$3,634	\$9,000	\$7,500	\$7,600	-15.6%
TRAVEL	\$1,642	\$2,574	\$6,500	\$5,800	\$6,000	-7.7%
OFFICE SUPPLIES	\$1,870	\$998	\$3,000	\$3,000	\$3,000	0%
EQUIP. SUPPLIES & MAINTENANCE	\$21,200	\$64,821	\$40,000	\$40,000	\$8,705	-78.2%
BUILDINGS & GROUNDS	\$6,193	\$8,291	\$14,660	\$12,000	\$9,500	-35.2%
UTILITIES	\$130,673	\$122,279	\$135,000	\$135,000	\$130,200	-3.6%
TELEPHONE	\$10,239	\$11,267	\$7,600	\$12,250	\$8,306	9.3%
GASOLINE & OIL	\$17,603	\$24,542	\$25,000	\$25,000	\$25,000	0%
PROFESSIONAL SERVICES	\$240,919	\$204,864	\$200,000	\$200,000	\$114,018	-43%
TRAINING	\$8,116	\$7,619	\$9,320	\$8,500	\$10,160	9%
MEALS	\$0	\$0	\$1,680	\$1,680	\$1,680	0%
SPECIAL SUPPLIES	\$134,048	\$93,472	\$100,000	\$100,000	\$100,000	0%
INSURANCE	\$33,621	\$39,513	\$43,000	\$43,000	\$43,500	1.2%
INTEREST EXPENSE	\$96,992	\$407,171	\$377,237	\$0	\$0	-100%
MISCELLANEOUS	\$19,509	\$12,894	\$12,000	\$14,600	\$14,600	21.7%
DEPRECIATION	\$995,336	\$1,042,247	\$0	\$0	\$0	0%
EQUIPMENT	\$51,805	\$22,645	\$109,152	\$100,000	\$202,280	85.3%
INTERNAL SERVICE CHARGE-IT	\$0	\$0	\$12,634	\$12,634	\$17,550	38.9%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$16,462	\$16,730	\$16,700	1.4%
Total Operations:	\$1,783,376	\$2,079,012	\$1,137,801	\$752,194	\$734,319	-35.5%
Other Operating						
Debt Service Reserve Fund						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$4,681	\$4,681	\$4,681	0%
Total Debt Service Reserve Fund:	\$0	\$0	\$4,681	\$4,681	\$4,681	0%
Total Other Operating:	\$0	\$0	\$4,681	\$4,681	\$4,681	0%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Transfers						
TRANSFERS - TO GENERAL FUND INDIRECT SALARIES	\$276,004	\$336,669	\$421,104	\$354,000	\$394,140	-6.4%
TRANSFERS - TO GENERAL FUND INDIRECT BENEFIT	\$90,789	\$117,232	\$138,985	\$126,000	\$103,804	-25.3%
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$479,639	\$479,639	\$484,810	1.1%
TRANSFER - TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$377,237	\$371,296	N/A
TRANSFER - CULINARY WATER CAPITAL (66)	\$0	\$7,170,000	\$1,700,000	\$1,900,000	\$1,525,000	-10.3%
Total Transfers:	\$366,793	\$7,623,901	\$2,739,728	\$3,236,876	\$2,879,049	5.1%
Total Expense Objects:	\$2,989,208	\$10,507,583	\$4,979,106	\$4,890,651	\$4,471,169	-10.2%



Culinary Water Impact Fee Fund (56)

The Culinary Water Impact Fee Fund is intended to account for water impact fee revenues, which are considered a restricted revenue source. These impact fees can only be spent on water projects that are made necessary by new growth.

Culinary Water Impact Fee Fund (56) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$2,769,215	\$3,675,128	\$5,137,467	\$5,137,467	\$4,828,338
Revenues	\$1,149,595	\$1,133,388	\$1,059,983	\$705,059	\$796,897
Expenditures	\$667,676	\$53,492	\$1,004,548	\$1,014,188	\$306,752
Total Revenues Less Expenditures:	\$481,919	\$1,079,896	\$55,435	-\$309,129	\$490,145
Ending Fund Balance:	\$3,251,134	\$4,755,024	\$5,192,902	\$4,828,338	\$5,318,483

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$18,546	\$0	\$50,000	\$280,000	\$112,500	125%
Total Interest:	\$18,546	\$0	\$50,000	\$280,000	\$112,500	125%
Other Revenues						
IMPACT FEES	\$1,131,049	\$1,133,388	\$721,983	\$425,059	\$684,397	-5.2%
Total Other Revenues:	\$1,131,049	\$1,133,388	\$721,983	\$425,059	\$684,397	-5.2%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$288,000	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$288,000	\$0	\$0	-100%
Total Revenue Source:	\$1,149,595	\$1,133,388	\$1,059,983	\$705,059	\$796,897	-24.8%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL & TECHNICAL SERVICE	\$0	\$50,767	\$0	\$5,000	\$5,000	N/A
INTEREST EXPENSE	\$2,813	\$2,725	\$2,640	\$2,640	\$0	-100%
Total Operations:	\$2,813	\$53,492	\$2,640	\$7,640	\$5,000	89.4%
Capital Outlay						
IMPROVEMENTS OTHER THAN BUILDING	\$221,621	\$0	\$991,000	\$993,000	\$288,224	-70.9%
CAPITAL EXPENSE OFFSET	\$221,621	\$0	\$0	\$0	\$0	0%
Total Capital Outlay:	\$443,242	\$0	\$991,000	\$993,000	\$288,224	-70.9%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$1,940	\$1,940	\$1,940	0%
Total Other Operating:	\$0	\$0	\$1,940	\$1,940	\$1,940	0%
Transfers						
CONTRIBUTIONS TO CULINARY WATER FUND	\$221,621	\$0	\$0	\$0	\$0	0%
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$8,968	\$8,968	\$9,038	0.8%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$2,640	\$2,550	N/A
Total Transfers:	\$221,621	\$0	\$8,968	\$11,608	\$11,588	29.2%
Total Expense Objects:	\$667,676	\$53,492	\$1,004,548	\$1,014,188	\$306,752	-69.5%



Culinary Water Capital Fund (66)

Culinary Water Capital Fund (66) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	-\$135,636	-\$2,149,975	\$5,032,000	\$5,032,000	\$3,551,816
Revenues	\$1,279	\$7,181,975	\$5,848,434	\$3,815,750	\$1,525,000
Expenditures	\$7,163,221	\$0	\$5,848,434	\$5,295,934	\$4,036,880
Total Revenues Less Expenditures:	-\$7,161,942	\$7,181,975	\$0	-\$1,480,184	-\$2,511,880
Ending Fund Balance:	-\$7,297,578	\$5,032,000	\$5,032,000	\$3,551,816	\$1,039,936

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
Interest Income						
INTEREST INCOME	\$1,279	\$0	\$3,500	\$0	\$0	-100%
Total Interest Income:	\$1,279	\$0	\$3,500	\$0	\$0	-100%
Total Interest:	\$1,279	\$0	\$3,500	\$0	\$0	-100%
Other Revenues						
Sale Of Fixed Assets						
SALE OF FIXED ASSETS	\$0	\$11,975	\$0	\$0	\$0	0%
Total Sale Of Fixed Assets:	\$0	\$11,975	\$0	\$0	\$0	0%
Total Other Revenues:	\$0	\$11,975	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions						
Transfer From Culinary Water Fund (51)						
TRANSFER FROM CULINARY WATER FUND (51)	\$0	\$7,170,000	\$1,700,000	\$1,900,000	\$1,525,000	-10.3%
Total Transfer From Culinary Water Fund (51):	\$0	\$7,170,000	\$1,700,000	\$1,900,000	\$1,525,000	-10.3%
Contributions From Capital Projects Fund						
CONTRIBUTIONS FROM CAPITAL PROJECTS FUND	\$0	\$0	\$0	\$1,915,750	\$0	0%
Total Contributions From Capital Projects Fund:	\$0	\$0	\$0	\$1,915,750	\$0	0%
Total Allocated Operational Costs & Contributions:	\$0	\$7,170,000	\$1,700,000	\$3,815,750	\$1,525,000	-10.3%
Allocated Operational Costs & Contributions from Surplus						
Contributions - Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$4,144,934	\$0	\$0	-100%
Total Contributions - Surplus:	\$0	\$0	\$4,144,934	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$4,144,934	\$0	\$0	-100%
Total Revenue Source:	\$1,279	\$7,181,975	\$5,848,434	\$3,815,750	\$1,525,000	-73.9%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Capital Outlay						
IMPROV. OTHER THAN BUILDINGS	\$2,071,755	\$0	\$4,946,500	\$5,103,600	\$3,394,000	-31.4%
CAPITAL EQUIPMENT	\$312,698	\$0	\$901,934	\$192,334	\$642,880	-28.7%
CAPITAL EXPENSE OFFSET	\$2,389,384	\$0	\$0	\$0	\$0	0%
Total Capital Outlay:	\$4,773,837	\$0	\$5,848,434	\$5,295,934	\$4,036,880	-31%
Transfers						
CONTRIBUTIONS TO CULINARY WATER FUND	\$2,389,384	\$0	\$0	\$0	\$0	0%
Total Transfers:	\$2,389,384	\$0	\$0	\$0	\$0	0%
Total Expense Objects:	\$7,163,221	\$0	\$5,848,434	\$5,295,934	\$4,036,880	-31%



Sewer Fund Summary

The purpose of the Sewer Fund is to assure proper maintenance and operation of the City's sewer system. The system is composed of service lines, trunk lines, and sewer mains. Heber City services 6,997 sewer accounts. Heber City contracts with the Heber Valley Sewer District to treat its effluent.

Sewer Fund Summary Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$3,291,269	\$12,789,801	\$11,089,278	\$11,089,278	\$9,050,826
Revenues					
Charges for Services	\$2,255,295	\$4,222,092	\$4,193,000	\$4,583,000	\$5,095,000
Intergovernmental	\$0	\$10,565	\$0	\$0	\$0
Fines & Forfeitures	\$13,491	\$15,464	\$13,000	\$26,000	\$26,000
Interest	\$26,729	\$222,222	\$202,000	\$562,500	\$394,200
Other Revenues	\$967,534	\$1,244,813	\$573,697	\$508,188	\$534,488
Allocated Operational Costs & Contributions	\$1,421,389	\$10,736,313	\$0	\$9,692,000	\$2,600,000
Allocated Operational Costs & Contributions from Surplus	\$175,115	\$0	\$9,085,911	\$7,692,000	\$0
Total Revenues:	\$4,859,553	\$16,451,469	\$14,067,608	\$23,063,688	\$8,649,688
Expenditures					
Salaries and Benefits	\$727,834	\$664,449	\$851,648	\$655,300	\$798,863
Operations	\$1,459,200	\$2,715,800	\$2,282,533	\$2,102,834	\$537,051
Capital Outlay	\$3,284,393	\$19,658	\$9,659,807	\$9,414,807	\$6,096,297
Other Operating	\$0	\$0	\$65,783	\$118,599	\$118,600
Transfers	\$1,741,096	\$7,426,961	\$939,373	\$12,810,600	\$3,836,521
Total Expenditures:	\$7,212,523	\$10,826,868	\$13,799,144	\$25,102,140	\$11,387,332
Total Revenues Less Expenditures:	-\$2,352,970	\$5,624,601	\$268,464	-\$2,038,452	-\$2,737,644
Ending Fund Balance:	\$938,299	\$18,414,402	\$11,357,742	\$9,050,826	\$6,313,182



Sewer Water Fund (52)

The purpose of the Sewer Fund is to assure proper maintenance and operation of the City's sewer system. The system is composed of service lines, trunk lines, and sewer mains. Heber City services 6,997 sewer accounts. Heber City contracts with the Heber Valley Sewer District to treat its effluent.

Sewer Water Fund (52) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$915,133	\$10,937,692	\$998,158	\$998,158	\$24,043
Revenues	\$3,903,509	\$8,157,877	\$4,369,816	\$12,759,483	\$5,458,900
Expenditures	\$2,504,039	\$10,772,287	\$4,101,352	\$13,733,598	\$5,278,068
Total Revenues Less Expenditures:	\$1,399,470	-\$2,614,410	\$268,464	-\$974,115	\$180,832
Ending Fund Balance:	\$2,314,603	\$8,323,282	\$1,266,622	\$24,043	\$204,875

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
HOOK-UP FEES - SEWER	\$28,315	\$35,667	\$25,000	\$25,000	\$25,000	0%
SEWER SERVICE CHARGES	\$2,226,980	\$2,735,814	\$2,428,000	\$2,428,000	\$3,240,000	33.4%
TCSSD FEES	\$0	\$0	\$140,000	\$530,000	\$530,000	278.6%
HVSSD FEES	\$0	\$1,450,611	\$1,600,000	\$1,600,000	\$1,300,000	-18.7%
Total Charges for Services:	\$2,255,295	\$4,222,092	\$4,193,000	\$4,583,000	\$5,095,000	21.5%
Intergovernmental						
STATE GRANT	\$0	\$10,565	\$0	\$0	\$0	0%
Total Intergovernmental:	\$0	\$10,565	\$0	\$0	\$0	0%
Fines & Forfeitures						
PENALTY - LATE FEES	\$13,491	\$15,464	\$13,000	\$26,000	\$26,000	100%
Total Fines & Forfeitures:	\$13,491	\$15,464	\$13,000	\$26,000	\$26,000	100%
Interest						
INTEREST INCOME	\$11,334	\$222,222	\$150,000	\$430,600	\$337,900	125.3%
Total Interest:	\$11,334	\$222,222	\$150,000	\$430,600	\$337,900	125.3%
Other Revenues						
SALE OF FIXED ASSETS	\$25,978	-\$14,319	\$10,000	\$10,000	\$0	-100%
INSURANCE PROCEEDS	\$0	\$0	\$0	\$4,510	\$0	0%
MISCELLANEOUS REVENUE	\$907	\$0	\$0	\$13,373	\$0	0%
Total Other Revenues:	\$26,885	-\$14,319	\$10,000	\$27,883	\$0	-100%
Allocated Operational Costs & Contributions						
CONTRIBUTIONS FROM OTHER FUNDS	\$1,421,389	\$3,701,853	\$0	\$0	\$0	0%
Total Allocated Operational Costs & Contributions:	\$1,421,389	\$3,701,853	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
DEVELOPERS CONTRIBUTION	\$175,115	\$0	\$0	\$0	\$0	0%
CONTRIBUTIONS FROM SURPLUS	\$0	\$0	\$3,816	\$7,692,000	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$175,115	\$0	\$3,816	\$7,692,000	\$0	-100%
Total Revenue Source:	\$3,903,509	\$8,157,877	\$4,369,816	\$12,759,483	\$5,458,900	24.9%

Expenditures by Expense Type

The Sewer Water Fund (52) fund's expenditures by type for the years 2023, 2024, and 2025 show significant changes in the top three categories.

Transfers expenditures remained stable at \$7,418,501 in 2023, but decreased by 87% to \$930,777 in 2024. However, in the upcoming 2025 budget, there will be a significant increase of 311% to \$3,822,001.

Salaries and Benefits expenditures also saw changes, with a 28% increase to \$851,648 in 2024 from \$664,449 in 2023. However, in the 2025 budget, there will be a decrease of 7% to \$792,242.

Operations expenditures decreased by 16% to \$2,255,003 in 2024 from \$2,689,337 in 2023. This trend will continue in the 2025 budget, with a decrease of 76% to \$537,051.

These changes reflect a shift in priorities for the town of Heber, UT, with a focus on increasing transfers and decreasing operations expenditures. The budget for 2025 shows a significant increase in transfers, while salaries and benefits and operations expenditures will see a decrease. These changes demonstrate the town's commitment to efficient and effective use of the Sewer Water Fund (52) fund's resources.

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$432,141	\$462,091	\$542,007	\$436,500	\$529,683	-2.3%
OVERTIME	\$14,531	\$32,396	\$15,000	\$9,100	\$8,201	-45.3%
EMPLOYEE BENEFITS	\$194,575	\$169,962	\$253,177	\$180,800	\$220,333	-13%
PENSION EXPENSE YEAR END	\$86,587	\$0	\$0	\$0	\$0	0%
FICA AND MEDICARE	\$0	\$0	\$41,464	\$28,900	\$40,646	-2%
Total Salaries and Benefits:	\$727,834	\$664,449	\$851,648	\$655,300	\$798,863	-6.2%
Operations						
UNIFORM ALLOWANCE	\$7,374	\$10,430	\$9,980	\$9,980	\$10,520	5.4%
BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	\$418	\$1,628	\$5,128	\$4,800	\$4,780	-6.8%
PUBLIC NOTICES	\$6,176	\$4,188	\$7,000	\$6,500	\$6,000	-14.3%
TRAVEL	\$2,066	\$2,851	\$6,000	\$6,500	\$6,000	0%
OFFICE SUPPLIES	\$2,373	\$1,206	\$3,200	\$3,200	\$3,200	0%
EQUIP. SUPPLIES & MAINTENANCE	\$28,778	\$22,613	\$33,100	\$33,100	\$7,450	-77.5%
BUILDINGS & GROUNDS	\$7,726	\$10,363	\$17,400	\$14,000	\$11,000	-36.8%
UTILITIES	\$9,169	\$13,512	\$12,500	\$12,500	\$14,910	19.3%
TELEPHONE	\$6,245	\$6,808	\$7,000	\$7,000	\$6,826	-2.5%
GASOLINE & OIL	\$24,051	\$32,871	\$25,500	\$25,500	\$25,500	0%
PROFESSIONAL SERVICES	\$102,662	\$79,331	\$94,630	\$88,000	\$89,810	-5.1%
TRAINING	\$8,535	\$9,216	\$14,400	\$10,000	\$14,400	0%
MEALS	\$0	\$0	\$2,100	\$2,100	\$2,100	0%
SPECIAL SUPPLIES	\$17,703	\$16,836	\$33,000	\$20,000	\$30,000	-9.1%
INSURANCE	\$37,105	\$42,855	\$43,000	\$46,520	\$51,200	19.1%
INTEREST EXPENSE	\$15,849	\$31,006	\$216,349	\$0	\$0	-100%
MISCELLANEOUS	\$10,872	\$13,585	\$12,000	\$12,000	\$0	-100%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
DEPRECIATION	\$758,664	\$740,207	\$0	\$0	\$0	0%
EQUIPMENT	\$69,228	\$39,008	\$91,775	\$80,000	\$228,830	149.3%
INTERNAL SERVICE - IT	\$0	\$0	\$9,094	\$9,094	\$12,525	37.7%
INTERNAL SERVICE - ADMIN	\$0	\$0	\$11,847	\$12,040	\$12,000	1.3%
OPERATING CHARGES H.V.S.S.D.	\$341,504	\$1,610,823	\$1,600,000	\$1,600,000	\$0	-100%
PAYING AGENTS FEES	\$0	\$0	\$0	\$75,000	\$0	0%
Total Operations:	\$1,456,498	\$2,689,337	\$2,255,003	\$2,077,834	\$537,051	-76.2%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$63,924	\$116,740	\$116,740	82.6%
Total Other Operating:	\$0	\$0	\$63,924	\$116,740	\$116,740	82.6%
Transfers						
TRANSFERS TO GENERAL FUND - INDIRECT SALARIES	\$239,576	\$291,902	\$369,184	\$313,000	\$362,984	-1.7%
TRANSFERS TO GENERAL FUND - INDIRECT BENEFITS	\$80,131	\$100,599	\$120,045	\$111,000	\$96,026	-20%
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$441,548	\$540,548	\$518,818	17.5%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$227,176	\$247,585	N/A
TRANSFER - WASTE WATER CAPITAL (67)	\$0	\$7,026,000	\$0	\$9,692,000	\$2,600,000	N/A
Total Transfers:	\$319,707	\$7,418,501	\$930,777	\$10,883,724	\$3,825,414	311%
Total Expense Objects:	\$2,504,039	\$10,772,287	\$4,101,352	\$13,733,598	\$5,278,068	28.7%



Sewer Impact Fee Fund (57)

The Sewer Impact Fee Fund is intended to account for sewer impact fee revenues, which are considered a restricted revenue source. These impact fees can only be spent on sewer projects that are made necessary by new growth.

Sewer Impact Fee Fund (57) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$748,000	\$1,167,766	\$2,323,325	\$2,323,325	\$2,532,545
Revenues	\$950,752	\$1,190,482	\$647,985	\$612,205	\$590,788
Expenditures	\$710,662	\$34,923	\$647,985	\$402,985	\$658,664
Total Revenues Less Expenditures:	\$240,090	\$1,155,559	\$0	\$209,220	-\$67,876
Ending Fund Balance:	\$988,090	\$2,323,325	\$2,323,325	\$2,532,545	\$2,464,669

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$10,103	\$0	\$35,000	\$131,900	\$56,300	60.9%
Total Interest:	\$10,103	\$0	\$35,000	\$131,900	\$56,300	60.9%
Other Revenues						
IMPACT FEE	\$940,649	\$1,190,482	\$563,697	\$480,305	\$534,488	-5.2%
Total Other Revenues:	\$940,649	\$1,190,482	\$563,697	\$480,305	\$534,488	-5.2%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$49,288	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$49,288	\$0	\$0	-100%
Total Revenue Source:	\$950,752	\$1,190,482	\$647,985	\$612,205	\$590,788	-8.8%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL & TECHNICAL SERVICE	\$0	\$23,845	\$25,000	\$25,000	\$0	-100%
INTEREST EXPENSE	\$2,702	\$2,618	\$2,530	\$0	\$0	-100%
Total Operations:	\$2,702	\$26,463	\$27,530	\$25,000	\$0	-100%
Capital Outlay						
IMPROVEMENTS OTHER THAN BUILDING	\$528,284	\$0	\$610,000	\$365,000	\$645,697	5.9%
CAPITAL EXPENSE OFFSET	\$89,838	\$0	\$0	\$0	\$0	0%
Total Capital Outlay:	\$618,122	\$0	\$610,000	\$365,000	\$645,697	5.9%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$1,859	\$1,859	\$1,860	0.1%
Total Other Operating:	\$0	\$0	\$1,859	\$1,859	\$1,860	0.1%
Transfers						
CONTRIBUTIONS TO WASTE WATER FUND	\$89,838	\$0	\$0	\$0	\$0	0%
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$8,460	\$8,596	\$8,596	\$8,663	0.8%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$2,530	\$2,444	N/A
Total Transfers:	\$89,838	\$8,460	\$8,596	\$11,126	\$11,107	29.2%
Total Expense Objects:	\$710,662	\$34,923	\$647,985	\$402,985	\$658,664	1.6%



**Sewer
Capital Fund
(67)**

The Sewer Capital Fund accounts for all sewer capital projects funded from non-restricted revenues.

Sewer Capital Fund (67) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$1,628,136	\$684,343	\$7,767,795	\$7,767,795	\$6,494,238
Revenues	\$5,292	\$7,103,110	\$9,049,807	\$9,692,000	\$2,600,000
Expenditures	\$3,997,822	\$19,658	\$9,049,807	\$10,965,557	\$5,450,600
Total Revenues Less Expenditures:	-\$3,992,530	\$7,083,452	\$0	-\$1,273,557	-\$2,850,600
Ending Fund Balance:	-\$2,364,394	\$7,767,795	\$7,767,795	\$6,494,238	\$3,643,638

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$5,292	\$0	\$17,000	\$0	\$0	-100%
Total Interest:	\$5,292	\$0	\$17,000	\$0	\$0	-100%
Other Revenues						
SALE OF FIXED ASSETS	\$0	\$68,650	\$0	\$0	\$0	0%
Total Other Revenues:	\$0	\$68,650	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions						
TRANSFER FROM WASTE WATER OPER. (52)	\$0	\$7,026,000	\$0	\$9,692,000	\$2,600,000	N/A
CONTRIBUTIONS-SEWER IMPACT PRINCIPAL	\$0	\$8,460	\$0	\$0	\$0	0%
Total Allocated Operational Costs & Contributions:	\$0	\$7,034,460	\$0	\$9,692,000	\$2,600,000	N/A
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$9,032,807	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$9,032,807	\$0	\$0	-100%
Total Revenue Source:	\$5,292	\$7,103,110	\$9,049,807	\$9,692,000	\$2,600,000	-71.3%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Capital Outlay						
BUILDING	\$0	\$0	\$27,600	\$27,600	\$0	-100%
IMPROV. OTHER THAN BUILDINGS`	\$945,044	\$0	\$8,781,500	\$8,781,500	\$5,447,000	-38%
CAPITAL EQUIPMENT	\$389,676	\$19,658	\$240,707	\$240,707	\$3,600	-98.5%
CAPITAL EXPENSE OFFSET	\$1,331,551	\$0	\$0	\$0	\$0	0%
Total Capital Outlay:	\$2,666,271	\$19,658	\$9,049,807	\$9,049,807	\$5,450,600	-39.8%
Transfers						
CONTRIBUTIONS TO WASTE WATER FUND	\$1,331,551	\$0	\$0	\$1,915,750	\$0	0%
Total Transfers:	\$1,331,551	\$0	\$0	\$1,915,750	\$0	0%
Total Expense Objects:	\$3,997,822	\$19,658	\$9,049,807	\$10,965,557	\$5,450,600	-39.8%



Storm Water Fund Summary

The purpose of the Storm Water Fund is to account for all activities related to maintaining the City's storm water system. Activities include street sweeping, storm drain maintenance, culvert repair and maintenance, and overall system management. The system serves 5,242 customers.

Storm Water Fund Summary Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$385,747	\$453,614	\$688,441	\$688,441	\$607,429
Revenues					
Charges for Services	\$625,626	\$800,558	\$930,000	\$930,000	\$1,060,000
Intergovernmental	\$0	\$3,522	\$0	\$0	\$0
Fines & Forfeitures	\$3,507	\$4,258	\$3,500	\$6,700	\$6,000
Interest	\$1,965	\$0	\$8,750	\$750	\$30,300
Other Revenues	\$302	-\$7,353	\$0	\$4,510	\$0
Allocated Operational Costs & Contributions	\$0	\$31,330	\$204,177	\$204,177	\$265,000
Allocated Operational Costs & Contributions from Surplus	\$0	\$0	\$106,725	\$0	\$0
Total Revenues:	\$631,400	\$832,315	\$1,253,152	\$1,146,137	\$1,361,300
Expenditures					
Salaries and Benefits	\$352,863	\$364,850	\$459,283	\$450,200	\$554,005
Operations	\$233,510	\$251,918	\$206,163	\$183,531	\$175,915
Capital Outlay	\$2	\$0	\$249,889	\$286,089	\$269,200
Other Operating	\$0	\$0	\$3,654	\$3,654	\$3,654
Transfers	\$71,992	\$123,142	\$336,075	\$327,315	\$431,134
Total Expenditures:	\$658,367	\$739,910	\$1,255,064	\$1,250,789	\$1,433,908
Total Revenues Less Expenditures:	-\$26,967	\$92,405	-\$1,912	-\$104,652	-\$72,608
Ending Fund Balance:	\$358,780	\$546,019	\$686,529	\$583,789	\$534,821



Storm Water Fund (54)

The purpose of the Storm Water Fund is to account for all activities related to maintaining the City's storm water system. Activities include street sweeping, storm drain maintenance, culvert repair and maintenance, and overall system management. The system serves 5,242 customers.

Storm Water Fund (54) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$346,805	\$408,652	\$619,099	\$619,099	\$595,609
Revenues	\$631,103	\$800,985	\$1,003,263	\$941,210	\$1,096,300
Expenditures	\$633,961	\$732,961	\$1,005,175	\$964,700	\$1,164,708
Total Revenues Less Expenditures:	-\$2,858	\$68,024	-\$1,912	-\$23,490	-\$68,408
Ending Fund Balance:	\$343,947	\$476,676	\$617,187	\$595,609	\$527,201

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
STORM DRAIN FEES	\$625,626	\$800,558	\$930,000	\$930,000	\$1,060,000	14%
Total Charges for Services:	\$625,626	\$800,558	\$930,000	\$930,000	\$1,060,000	14%
Intergovernmental						
STATE GRANT	\$0	\$3,522	\$0	\$0	\$0	0%
Total Intergovernmental:	\$0	\$3,522	\$0	\$0	\$0	0%
Fines & Forfeitures						
PENALTY - LATE FEES	\$3,507	\$4,258	\$3,500	\$6,700	\$6,000	71.4%
Total Fines & Forfeitures:	\$3,507	\$4,258	\$3,500	\$6,700	\$6,000	71.4%
Interest						
INTEREST INCOME	\$1,668	\$0	\$8,000	\$0	\$30,300	278.8%
Total Interest:	\$1,668	\$0	\$8,000	\$0	\$30,300	278.8%
Other Revenues						
SALE OF FIXED ASSETS	\$0	-\$7,353	\$0	\$0	\$0	0%
INSURANCE PROCEEDS	\$0	\$0	\$0	\$4,510	\$0	0%
MISCELLANEOUS REVENUE	\$302	\$0	\$0	\$0	\$0	0%
Total Other Revenues:	\$302	-\$7,353	\$0	\$4,510	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS FROM SURPLUS	\$0	\$0	\$61,763	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$61,763	\$0	\$0	-100%
Total Revenue Source:	\$631,103	\$800,985	\$1,003,263	\$941,210	\$1,096,300	9.3%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$189,438	\$173,707	\$283,619	\$290,600	\$362,211	27.7%
OVERTIME	\$21,546	\$57,088	\$4,000	\$14,200	\$14,100	252.5%
EMPLOYEE BENEFITS	\$111,966	\$134,055	\$149,967	\$125,700	\$150,912	0.6%
PENSION EXPENSE YEAR END	\$29,913	\$0	\$0	\$0	\$0	0%
FICA AND MEDICARE	\$0	\$0	\$21,697	\$19,700	\$26,782	23.4%
Total Salaries and Benefits:	\$352,863	\$364,850	\$459,283	\$450,200	\$554,005	20.6%
Operations						
UNIFORM ALLOWANCE	\$4,327	\$6,677	\$5,680	\$5,680	\$5,900	3.9%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$126	\$527	\$675	\$500	\$660	-2.2%
PUBLIC NOTICES	\$1,444	\$1,839	\$1,300	\$1,300	\$1,100	-15.4%
TRAVEL	\$553	\$979	\$1,800	\$1,200	\$1,800	0%
OFFICE SUPPLIES	\$749	\$382	\$1,200	\$1,200	\$1,200	0%
EQUIPMENT MAINTENANCE	\$12,220	\$18,556	\$14,000	\$11,000	\$2,810	-79.9%
BUILDINGS & GROUNDS	\$2,575	\$3,454	\$6,210	\$5,000	\$4,000	-35.6%
UTILITIES	\$3,056	\$4,504	\$4,200	\$4,200	\$4,980	18.6%
TELEPHONE	\$2,691	\$2,999	\$3,150	\$3,150	\$3,060	-2.9%
GASOLINE & OIL	\$6,152	\$8,173	\$9,000	\$9,000	\$8,500	-5.6%
PROF. & TECHNICAL SERVICES	\$27,305	\$29,178	\$75,000	\$70,000	\$28,240	-62.3%
TRAINING	\$1,706	\$1,911	\$3,100	\$2,800	\$3,000	-3.2%
MEALS	\$0	\$0	\$700	\$700	\$700	0%
SPECIAL SUPPLIES	\$11,596	\$19,162	\$11,000	\$9,000	\$10,000	-9.1%
INSURANCE	\$7,431	\$8,516	\$8,500	\$9,250	\$10,200	20%
INTEREST EXPENSE	\$5,305	\$9,227	\$4,972	\$0	\$0	-100%
MISCELLANEOUS	\$7,765	\$9,704	\$9,780	\$9,780	\$0	-100%
DEPRECIATION	\$87,287	\$99,534	\$0	\$0	\$0	0%
EQUIPMENT	\$26,818	\$19,647	\$38,200	\$32,000	\$79,940	109.3%
INTERNAL SERVICE CHARGE - IT	\$0	\$0	\$3,341	\$3,341	\$5,025	50.4%
INTERNAL SERVICE CHARGE - ADMIN	\$0	\$0	\$4,355	\$4,430	\$4,800	10.2%
Total Operations:	\$209,106	\$244,969	\$206,163	\$183,531	\$175,915	-14.7%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$3,654	\$3,654	\$3,654	0%
Total Other Operating:	\$0	\$0	\$3,654	\$3,654	\$3,654	0%
Transfers						
TRANSFERS TO GENERAL FUND - INDIRECT SALARIES	\$55,095	\$67,972	\$85,752	\$70,000	\$113,750	32.7%
TRANSFERS TO GENERAL FUND - BENEFITS	\$16,897	\$23,840	\$29,255	\$31,275	\$30,557	4.5%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$16,891	\$16,891	\$17,024	0.8%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$4,972	\$4,803	N/A
TRANSFER - STORMWATER CAPITAL (68)	\$0	\$31,330	\$204,177	\$204,177	\$265,000	29.8%
Total Transfers:	\$71,992	\$123,142	\$336,075	\$327,315	\$431,134	28.3%
Total Expense Objects:	\$633,961	\$732,961	\$1,005,175	\$964,700	\$1,164,708	15.9%



Storm Water Capital Fund (68)

The Storm Water Capital Fund accounts for all storm water capital projects funded from non-restricted revenues.

Storm Water Capital Fund (68) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$38,942	\$44,962	\$69,342	\$69,342	\$11,820
Revenues	\$297	\$31,330	\$249,889	\$204,927	\$265,000
Expenditures	\$24,406	\$6,949	\$249,889	\$286,089	\$269,200
Total Revenues Less Expenditures:	-\$24,109	\$24,381	\$0	-\$81,162	-\$4,200
Ending Fund Balance:	\$14,833	\$69,343	\$69,342	-\$11,820	\$7,620

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$297	\$0	\$750	\$750	\$0	-100%
Total Interest:	\$297	\$0	\$750	\$750	\$0	-100%
Allocated Operational Costs & Contributions						
CONTRIBUTION FROM UTILITY OPERATING	\$0	\$31,330	\$0	\$0	\$0	0%
TRANSFER FROM STORMWATER FUND (54)	\$0	\$0	\$204,177	\$204,177	\$265,000	29.8%
Total Allocated Operational Costs & Contributions:	\$0	\$31,330	\$204,177	\$204,177	\$265,000	29.8%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$44,962	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$44,962	\$0	\$0	-100%
Total Revenue Source:	\$297	\$31,330	\$249,889	\$204,927	\$265,000	6%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROF. & TECHNICAL SERVICES	\$24,404	\$6,949	\$0	\$0	\$0	0%
Total Operations:	\$24,404	\$6,949	\$0	\$0	\$0	0%
Capital Outlay						
IMPROV. OTHER THAN BUILDINGS	\$1	\$0	\$249,889	\$249,889	\$268,000	7.2%
CAPITAL EQUIPMENT	\$1	\$0	\$0	\$36,200	\$1,200	N/A
Total Capital Outlay:	\$2	\$0	\$249,889	\$286,089	\$269,200	7.7%
Total Expense Objects:	\$24,406	\$6,949	\$249,889	\$286,089	\$269,200	7.7%



Pressurized Irrigation Fund Summary

The purpose of the Pressurized Irrigation Operating Fund is to assure proper operation of the City's pressurized irrigation system. Heber City services 3,187 Pressurized Irrigation accounts.

Pressurized Irrigation Fund Summary Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$2,013,970	\$6,929,768	\$3,759,245	\$3,759,245	\$5,313,051
Revenues					
Charges for Services	\$791,425	\$1,043,413	\$887,500	\$887,500	\$1,207,000
Intergovernmental	\$0	\$2,113	\$0	\$2,600,000	\$2,995,000
Fines & Forfeitures	\$4,126	\$5,010	\$4,000	\$4,000	\$7,000
Interest	\$14,645	\$14,861	\$90,000	\$642,350	\$189,000
Other Revenues	\$252,765	\$310,660	\$289,055	\$2,033,857	\$273,904
Allocated Operational Costs & Contributions	\$1,069,087	\$3,426,471	\$5,481,734	\$4,817,000	\$3,370,000
Allocated Operational Costs & Contributions from Surplus	\$141,448	\$0	\$6,451,325	\$0	\$0
Total Revenues:	\$2,273,496	\$4,802,528	\$13,203,614	\$10,984,707	\$8,041,904
Expenditures					
Salaries and Benefits	\$159,601	\$154,129	\$201,380	\$353,900	\$342,011
Operations	\$378,579	\$426,754	\$268,587	\$176,587	\$147,151
Capital Outlay	\$2,138,174	\$0	\$6,926,734	\$3,784,000	\$7,584,446
Other Operating	\$0	\$0	\$217	\$217	\$217
Transfers	\$1,131,603	\$2,977,533	\$5,610,272	\$5,116,197	\$3,756,177
Total Expenditures:	\$3,807,957	\$3,558,416	\$13,007,190	\$9,430,901	\$11,830,002
Total Revenues Less Expenditures:	-\$1,534,461	\$1,244,112	\$196,424	\$1,553,806	-\$3,788,098
Ending Fund Balance:	\$479,509	\$8,173,880	\$3,955,669	\$5,313,051	\$1,524,953



Pressurized Irrigation Fund (55)

The purpose of the Pressurized Irrigation Operating Fund is to assure proper operation of the City's pressurized irrigation system. Heber City services 3,187 Pressurized Irrigation accounts.

Pressurized Irrigation Fund (55) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$518,068	\$6,161,037	-\$196,242	-\$196,242	\$91,162
Revenues	\$2,012,526	\$1,591,868	\$6,263,525	\$5,930,950	\$4,353,000
Expenditures	\$600,383	\$3,534,509	\$6,077,101	\$5,643,546	\$4,242,205
Total Revenues Less Expenditures:	\$1,412,143	-\$1,942,641	\$186,424	\$287,404	\$110,795
Ending Fund Balance:	\$1,930,211	\$4,218,396	-\$9,818	\$91,162	\$201,957

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
HOOK-UP FEES - WATER	\$154,119	\$158,770	\$125,000	\$125,000	\$74,000	-40.8%
PRESSURIZED IRRIGATION SALES	\$624,648	\$762,520	\$747,500	\$747,500	\$1,118,000	49.6%
PRESSURIZED IRRIGATION ASSESSMENT	\$12,658	\$122,123	\$15,000	\$15,000	\$15,000	0%
Total Charges for Services:	\$791,425	\$1,043,413	\$887,500	\$887,500	\$1,207,000	36%
Intergovernmental						
FEDERAL GRANTS	\$0	\$0	\$0	\$2,600,000	\$2,995,000	N/A
STATE GRANTS	\$0	\$2,113	\$0	\$0	\$0	0%
Total Intergovernmental:	\$0	\$2,113	\$0	\$2,600,000	\$2,995,000	N/A
Fines & Forfeitures						
PENALTY - LATE FEES	\$4,126	\$5,010	\$4,000	\$4,000	\$7,000	75%
Total Fines & Forfeitures:	\$4,126	\$5,010	\$4,000	\$4,000	\$7,000	75%
Interest						
INTEREST INCOME	\$6,259	\$14,861	\$70,000	\$564,450	\$144,000	105.7%
Total Interest:	\$6,259	\$14,861	\$70,000	\$564,450	\$144,000	105.7%
Other Revenues						
MISCELLANEOUS REVENUE	\$181	\$0	\$0	\$1,875,000	\$0	0%
Total Other Revenues:	\$181	\$0	\$0	\$1,875,000	\$0	0%
Allocated Operational Costs & Contributions						
CONTRIBUTIONS FROM OTHER FUNDS	\$1,069,087	\$526,471	\$0	\$0	\$0	0%
Total Allocated Operational Costs & Contributions:	\$1,069,087	\$526,471	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus						
DEVELOPER CONTRIBUTIONS	\$141,448	\$0	\$0	\$0	\$0	0%
CONTRIBUTIONS FROM SURPLUS	\$0	\$0	\$5,302,025	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$141,448	\$0	\$5,302,025	\$0	\$0	-100%
Total Revenue Source:	\$2,012,526	\$1,591,868	\$6,263,525	\$5,930,950	\$4,353,000	-30.5%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$91,215	\$105,703	\$125,735	\$235,600	\$227,069	80.6%
OVERTIME	\$3,875	\$7,958	\$3,000	\$8,500	\$7,540	151.3%
EMPLOYEE BENEFITS	\$46,310	\$40,468	\$63,026	\$93,800	\$90,342	43.3%
PENSION EXPENSE YEAR END	\$18,201	\$0	\$0	\$0	\$0	0%
FICA AND MEDICARE	\$0	\$0	\$9,619	\$16,000	\$17,060	77.4%
Total Salaries and Benefits:	\$159,601	\$154,129	\$201,380	\$353,900	\$342,011	69.8%
Operations						
UNIFORM ALLOWANCE	\$2,998	\$3,352	\$4,344	\$4,344	\$5,210	19.9%
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$84	\$300	\$428	\$300	\$416	-2.8%
PUBLIC NOTICES	\$1,043	\$1,046	\$1,100	\$1,100	\$1,100	0%
TRAVEL	\$242	\$503	\$1,500	\$1,200	\$1,500	0%
OFFICE SUPPLIES	\$467	\$274	\$1,600	\$1,600	\$1,400	-12.5%
EQUIP. SUPPLIES & MAINTENANCE	\$1,166	\$11,049	\$7,620	\$6,500	\$2,486	-67.4%
BUILDINGS & GROUNDS	\$1,554	\$2,073	\$3,790	\$3,000	\$2,500	-34%
UTILITIES	\$1,834	\$2,702	\$2,500	\$2,500	\$3,000	20%
TELEPHONE	\$1,049	\$1,257	\$1,400	\$1,400	\$1,832	30.9%
GASOLINE & OIL	\$3,998	\$5,396	\$5,100	\$5,100	\$4,800	-5.9%
PROFESSIONAL SERVICES	\$117,593	\$96,192	\$115,560	\$115,560	\$68,692	-40.6%
TRAINING	\$976	\$1,254	\$1,580	\$1,200	\$1,590	0.6%
MEALS	\$0	\$0	\$420	\$420	\$420	0%
SPECIAL SUPPLIES	\$3,522	\$4,488	\$9,000	\$9,000	\$9,000	0%
INSURANCE	\$0	\$121	\$525	\$525	\$150	-71.4%
INTEREST EXPENSE	\$754	\$5,494	\$88,619	\$0	\$0	-100%
MISCELLANEOUS	\$3,183	\$3,881	\$4,000	\$4,000	\$0	-100%
DEPRECIATION	\$227,387	\$255,443	\$0	\$0	\$0	0%
EQUIPMENT	\$10,416	\$8,022	\$13,680	\$13,680	\$38,130	178.7%
INTERNAL SERVICE - IT CHARGE	\$0	\$0	\$2,218	\$2,218	\$2,525	13.8%
INTERNAL SERVICE - ADMIN	\$0	\$0	\$2,889	\$2,940	\$2,400	-16.9%
Total Operations:	\$378,266	\$402,847	\$267,873	\$176,587	\$147,151	-45.1%
Transfers						
CONTRIBUTION TO GENERAL FUND - INDIRECT SALARIES	\$47,206	\$57,488	\$71,396	\$60,285	\$93,675	31.2%
CONTRIBUTION TO GENERAL FUND - INDIRECT BENEFITS	\$15,310	\$20,045	\$24,087	\$22,100	\$25,174	4.5%
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$30,631	\$148,055	\$179,074	484.6%

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$65,619	\$85,119	N/A
TRANSFER TO PRESSURIZED IRRIGATION CAPITAL (69)	\$0	\$2,900,000	\$5,481,734	\$4,817,000	\$3,370,000	-38.5%
Total Transfers:	\$62,516	\$2,977,533	\$5,607,848	\$5,113,059	\$3,753,043	-33.1%
Total Expense Objects:	\$600,383	\$3,534,509	\$6,077,101	\$5,643,546	\$4,242,205	-30.2%



Pressurized Irrigation Impact Fee Fund (58)

The Pressurized Irrigation Impact Fee Fund is intended to account for pressurized irrigation impact fee revenues, which are considered a restricted revenue source. These impact fees can only be spent on pressurized irrigation projects that are made necessary by new growth.

Pressurized Irrigation Impact Fee Fund (58) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$679,447	\$935,730	\$1,222,484	\$1,222,484	\$265,886
Revenues	\$256,596	\$310,660	\$1,248,355	\$226,757	\$318,904
Expenditures	\$313	\$23,907	\$1,248,355	\$1,183,355	\$430,077
Total Revenues Less Expenditures:	\$256,283	\$286,753	\$0	-\$956,598	-\$111,173
Ending Fund Balance:	\$935,730	\$1,222,483	\$1,222,484	\$265,886	\$154,713

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$4,012	\$0	\$10,000	\$67,900	\$45,000	350%
Total Interest:	\$4,012	\$0	\$10,000	\$67,900	\$45,000	350%
Other Revenues						
IMPACT FEES	\$252,584	\$310,660	\$289,055	\$158,857	\$273,904	-5.2%
Total Other Revenues:	\$252,584	\$310,660	\$289,055	\$158,857	\$273,904	-5.2%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$949,300	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$949,300	\$0	\$0	-100%
Total Revenue Source:	\$256,596	\$310,660	\$1,248,355	\$226,757	\$318,904	-74.5%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
PROFESSIONAL & TECHNICAL SERVICE	\$0	\$23,604	\$0	\$0	\$0	0%
INTEREST EXPENSE	\$313	\$303	\$714	\$0	\$0	-100%
Total Operations:	\$313	\$23,907	\$714	\$0	\$0	-100%
Capital Outlay						
IMPROVEMENTS OTHER THAN BUILDING	\$0	\$0	\$1,245,000	\$1,180,000	\$426,726	-65.7%
Total Capital Outlay:	\$0	\$0	\$1,245,000	\$1,180,000	\$426,726	-65.7%
Other Operating						
DEBT SERVICE RESERVE FUND	\$0	\$0	\$217	\$217	\$217	0%
Total Other Operating:	\$0	\$0	\$217	\$217	\$217	0%
Transfers						
TRANSFER TO DEBT SERVICE - PRINCIPAL	\$0	\$0	\$2,424	\$2,424	\$2,444	0.8%
TRANSFER TO DEBT SERVICE - INTEREST	\$0	\$0	\$0	\$714	\$690	N/A
Total Transfers:	\$0	\$0	\$2,424	\$3,138	\$3,134	29.3%
Total Expense Objects:	\$313	\$23,907	\$1,248,355	\$1,183,355	\$430,077	-65.5%



**Pressurized
Irrigation
Capital Fund
(69)**

The Pressurized Irrigation Capital Fund accounts for all pressurized irrigation capital projects funded from non-restricted revenue sources.

Pressurized Irrigation Capital Fund (69) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$816,455	-\$166,999	\$2,733,003	\$2,733,003	\$4,956,003
Revenues	\$4,374	\$2,900,000	\$5,691,734	\$4,827,000	\$3,370,000
Expenditures	\$3,207,261	\$0	\$5,681,734	\$2,604,000	\$7,157,720
Total Revenues Less Expenditures:	-\$3,202,887	\$2,900,000	\$10,000	\$2,223,000	-\$3,787,720
Ending Fund Balance:	-\$2,386,432	\$2,733,001	\$2,743,003	\$4,956,003	\$1,168,283

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
INTEREST INCOME	\$4,374	\$0	\$10,000	\$10,000	\$0	-100%
Total Interest:	\$4,374	\$0	\$10,000	\$10,000	\$0	-100%
Allocated Operational Costs & Contributions						
TRANSFER FROM PRESSURIZED IRRIGATION (55)	\$0	\$2,900,000	\$5,481,734	\$4,817,000	\$3,370,000	-38.5%
Total Allocated Operational Costs & Contributions:	\$0	\$2,900,000	\$5,481,734	\$4,817,000	\$3,370,000	-38.5%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTIONS - SURPLUS	\$0	\$0	\$200,000	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$200,000	\$0	\$0	-100%
Total Revenue Source:	\$4,374	\$2,900,000	\$5,691,734	\$4,827,000	\$3,370,000	-40.8%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Capital Outlay						
IMPROV. OTHER THAN BUILDING	\$1,064,089	\$0	\$5,681,734	\$2,600,000	\$7,157,000	26%
CAPITAL EQUIPMENT	\$4,998	\$0	\$0	\$4,000	\$720	N/A
CAPITAL EXPENSE OFFSET	\$1,069,087	\$0	\$0	\$0	\$0	0%
Total Capital Outlay:	\$2,138,174	\$0	\$5,681,734	\$2,604,000	\$7,157,720	26%
Transfers						
CONTRIBUTIONS TO PRESSURIZED IRRIGATION	\$1,069,087	\$0	\$0	\$0	\$0	0%
Total Transfers:	\$1,069,087	\$0	\$0	\$0	\$0	0%
Total Expense Objects:	\$3,207,261	\$0	\$5,681,734	\$2,604,000	\$7,157,720	26%



Debt Service Fund (31)

Debt Service Fund (31) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$365,464	\$386,707	\$380,370	\$380,370	\$393,467
Revenues	\$899,957	\$870,949	\$1,321,541	\$1,314,541	\$1,301,819
Expenditures	\$878,714	\$877,286	\$1,314,542	\$1,301,444	\$1,301,819
Total Revenues Less Expenditures:	\$21,243	-\$6,337	\$6,999	\$13,097	\$0
Ending Fund Balance:	\$386,707	\$380,370	\$387,369	\$393,467	\$393,467

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Property Taxes						
INTEREST	\$2,111	\$0	\$7,000	\$0	\$0	-100%
Total Property Taxes:	\$2,111	\$0	\$7,000	\$0	\$0	-100%
Other Revenues						
CONTRIBUTION-OTHER FUNDS	\$897,846	\$870,949	\$1,314,541	\$1,314,541	\$1,301,819	-1%
Total Other Revenues:	\$897,846	\$870,949	\$1,314,541	\$1,314,541	\$1,301,819	-1%
Total Revenue Source:	\$899,957	\$870,949	\$1,321,541	\$1,314,541	\$1,301,819	-1.5%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
BOND PRINCIPAL	\$768,636	\$781,005	\$1,022,736	\$1,024,736	\$1,042,104	1.9%
Total Salaries and Benefits:	\$768,636	\$781,005	\$1,022,736	\$1,024,736	\$1,042,104	1.9%
Operations						
INTEREST ON BONDS	\$110,078	\$96,281	\$281,696	\$266,598	\$249,606	-11.4%
Total Operations:	\$110,078	\$96,281	\$281,696	\$266,598	\$249,606	-11.4%
Other Operating						
DEBT SERVICE FUND	\$0	\$0	\$10,110	\$10,110	\$10,110	0%
Total Other Operating:	\$0	\$0	\$10,110	\$10,110	\$10,110	0%
Total Expense Objects:	\$878,714	\$877,286	\$1,314,542	\$1,301,444	\$1,301,819	-1%



Internal Service Fund (61)

The Internal Service Fund accounts for all general capital projects entailing facilities, IT, and equipment.

Internal Service Fund (61) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$641,129	\$1,428,905	\$1,436,684	\$1,436,684	\$852,330
Revenues	\$568,650	\$594,185	\$1,002,628	\$379,000	\$1,858,480
Expenditures	\$362,896	\$327,241	\$963,354	\$963,354	\$2,359,995
Total Revenues Less Expenditures:	\$205,754	\$266,944	\$39,274	-\$584,354	-\$501,515
Ending Fund Balance:	\$846,883	\$1,695,849	\$1,475,958	\$852,330	\$350,815

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Interest						
BANKING INTEREST	\$4,774	\$0	\$30,000	\$0	\$0	-100%
Total Interest:	\$4,774	\$0	\$30,000	\$0	\$0	-100%
Other Revenues						
SALE OF FIXED ASSETS	\$109,354	\$170,737	\$102,100	\$0	\$0	-100%
Total Other Revenues:	\$109,354	\$170,737	\$102,100	\$0	\$0	-100%
Allocated Operational Costs & Contributions						
EQ. REPLACEMENT CHARGE - VEHICLES	\$454,522	\$423,448	\$552,528	\$379,000	\$1,858,480	236.4%
Total Allocated Operational Costs & Contributions:	\$454,522	\$423,448	\$552,528	\$379,000	\$1,858,480	236.4%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTION-FUND SURPLUS	\$0	\$0	\$318,000	\$0	\$0	-100%
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$318,000	\$0	\$0	-100%
Total Revenue Source:	\$568,650	\$594,185	\$1,002,628	\$379,000	\$1,858,480	85.4%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Salaries and Benefits						
SALARIES AND WAGES	\$0	\$0	\$0	\$0	\$260,402	N/A
EMPLOYEE BENEFITS	\$0	\$0	\$0	\$0	\$104,559	N/A
FICA AND MEDICARE	\$0	\$0	\$0	\$0	\$19,994	N/A
Total Salaries and Benefits:	\$0	\$0	\$0	\$0	\$384,955	N/A
Operations						
UNIFORM ALLOWANCE	\$0	\$0	\$0	\$0	\$5,000	N/A
BOOKS, SUBSCRIPT & MEMBERSHIPS	\$0	\$0	\$0	\$0	\$13,800	N/A
TRAVEL	\$0	\$0	\$0	\$0	\$1,100	N/A
EQUIP. SUPPLIES & MAINTENANCE	\$0	\$0	\$0	\$0	\$275,000	N/A
TRAINING	\$0	\$0	\$0	\$0	\$6,300	N/A
INTEREST EXPENSE	\$0	\$5,400	\$0	\$0	\$0	0%
DEPRECIATION	\$362,896	\$285,623	\$0	\$0	\$0	0%
EQUIPMENT	\$0	\$0	\$0	\$0	\$1,186,440	N/A
Total Operations:	\$362,896	\$291,023	\$0	\$0	\$1,487,640	N/A
Capital Outlay						
CAPITAL PURCHASES	\$0	\$36,218	\$963,354	\$963,354	\$487,400	-49.4%
Total Capital Outlay:	\$0	\$36,218	\$963,354	\$963,354	\$487,400	-49.4%
Total Expense Objects:	\$362,896	\$327,241	\$963,354	\$963,354	\$2,359,995	145%



Perpetual Care Fund (71)

Perpetual Care Fund (71) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$535,300	\$638,324	\$688,230	\$688,230	\$740,182
Revenues	\$103,024	\$49,906	\$72,000	\$51,952	\$60,000
Total Revenues Less Expenditures:	\$103,024	\$49,906	\$72,000	\$51,952	\$60,000
Ending Fund Balance:	\$638,324	\$688,230	\$760,230	\$740,182	\$800,182

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Charges for Services						
PERPETUAL CARE CERTIFICATES	\$100,123	\$49,906	\$60,000	\$39,952	\$60,000	0%
Total Charges for Services:	\$100,123	\$49,906	\$60,000	\$39,952	\$60,000	0%
Interest						
BANKING INTEREST	\$2,901	\$0	\$12,000	\$12,000	\$0	-100%
Total Interest:	\$2,901	\$0	\$12,000	\$12,000	\$0	-100%
Total Revenue Source:	\$103,024	\$49,906	\$72,000	\$51,952	\$60,000	-16.7%



CRA Fund (44)

The Community Reinvestment Agency relies on tax increment funding (TIF) derived from interlocal agreements in order to make investments within the downtown area and City's tourism and recreation district.

CRA Fund (44) Comprehensive Summary

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted
Beginning Fund Balance:	\$42,219	\$64,155	\$52,208	\$52,208	\$52,208
Revenues	\$49,806	\$0	\$500	\$0	\$20,000
Expenditures	\$0	\$0	\$0	\$0	\$20,000
Total Revenues Less Expenditures:	\$49,806	\$0	\$500	\$0	\$0
Ending Fund Balance:	\$92,025	\$64,155	\$52,708	\$52,208	\$52,208

Revenues by Source

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Revenue Source						
Intergovernmental						
STATE GRANTS	\$49,500	\$0	\$0	\$0	\$0	0%
Total Intergovernmental:	\$49,500	\$0	\$0	\$0	\$0	0%
Interest						
INTEREST EARNINGS	\$306	\$0	\$500	\$0	\$0	-100%
Total Interest:	\$306	\$0	\$500	\$0	\$0	-100%
Allocated Operational Costs & Contributions from Surplus						
CONTRIBUTION FROM SURPLUS	\$0	\$0	\$0	\$0	\$20,000	N/A
Total Allocated Operational Costs & Contributions from Surplus:	\$0	\$0	\$0	\$0	\$20,000	N/A
Total Revenue Source:	\$49,806	\$0	\$500	\$0	\$20,000	3,900%

Expenditures by Expense Type

Name	FY2022 Actuals	FY2023 Actuals	FY2024 Budgeted	FY2024 Projected	FY2025 Budgeted	FY2024 Budgeted vs. FY2025 Budgeted (% Change)
Expense Objects						
Operations						
SPECIAL SUPPLIES	\$0	\$0	\$0	\$0	\$20,000	N/A
Total Operations:	\$0	\$0	\$0	\$0	\$20,000	N/A
Total Expense Objects:	\$0	\$0	\$0	\$0	\$20,000	N/A

DEBT

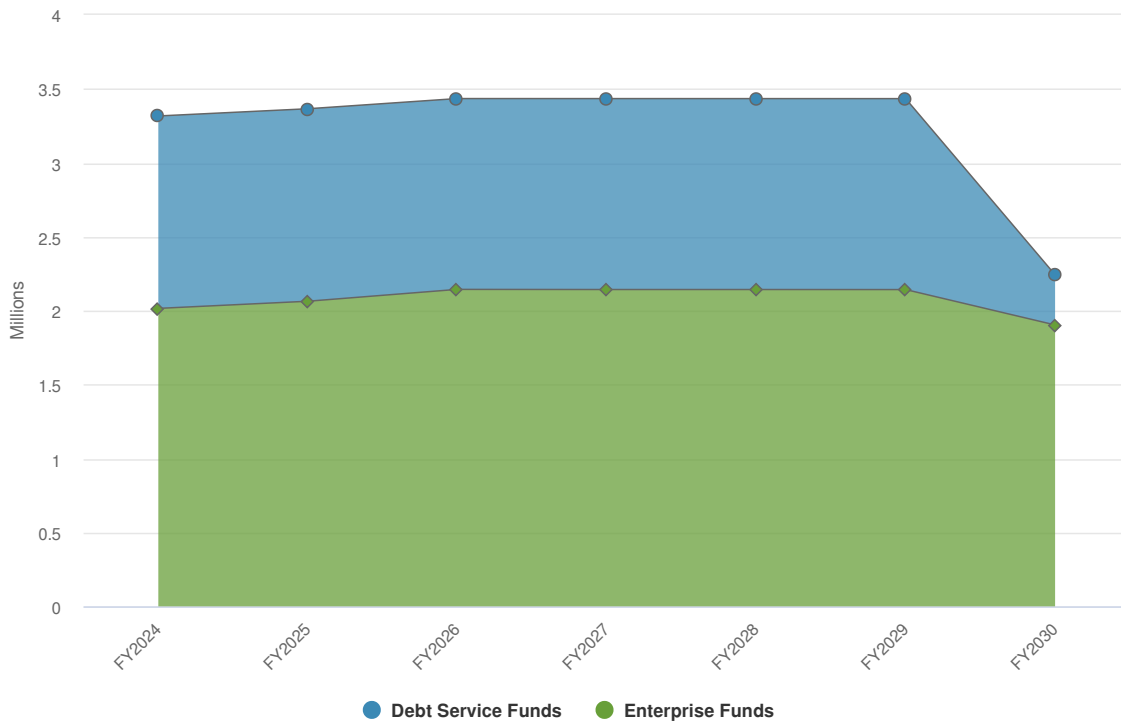
Government-wide Debt Overview



\$3,365,267

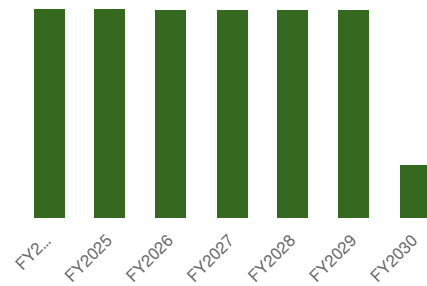
\$48,724 (1.47% vs. 2024 year)

Debt by Fund



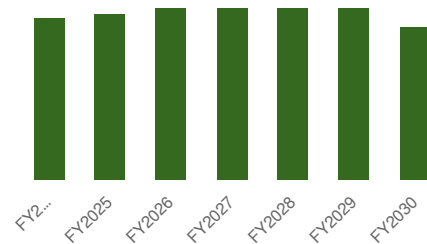
Financial Summary	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	% Change
All Funds	—	—	—	—	—	—	—	FY2024 vs FY2025
Debt Service Funds	\$1,301,444	\$1,301,819	\$1,290,607	\$1,291,359	\$1,291,218	\$1,291,446	\$339,361	0%
Enterprise Funds	\$2,015,099	\$2,063,448	\$2,143,630	\$2,142,734	\$2,142,758	\$2,142,380	\$1,903,097	2.4%
Total All Funds:	\$3,316,543	\$3,365,267	\$3,434,237	\$3,434,093	\$3,433,976	\$3,433,826	\$2,242,458	1.5%

Debt Service Funds



Financial Summary	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	% Change
Debt Service Funds	—	—	—	—	—	—	—	FY2024 vs FY2025
Governmental Funds	\$1,301,444	\$1,301,819	\$1,290,607	\$1,291,359	\$1,291,218	\$1,291,446	\$339,361	0%
Total Debt Service Funds:	\$1,301,444	\$1,301,819	\$1,290,607	\$1,291,359	\$1,291,218	\$1,291,446	\$339,361	0%

Enterprise Funds



Financial Summary	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	% Change
Enterprise Funds	—	—	—	—	—	—	—	FY2024 vs FY2025
Culinary Water	\$875,104	\$874,314	\$868,144	\$867,789	\$868,087	\$868,523	\$868,304	-0.1%
Sewer Water	\$897,449	\$896,110	\$891,160	\$890,433	\$890,844	\$889,916	\$709,884	-0.1%
Stormwater	\$25,516	\$25,480	\$21,789	\$21,751	\$21,844	\$21,801	\$21,757	-0.1%
Pressurized Irrigation	\$217,029	\$267,543	\$362,536	\$362,761	\$361,982	\$362,140	\$303,151	23.3%
Total Enterprise Funds:	\$2,015,099	\$2,063,448	\$2,143,630	\$2,142,734	\$2,142,758	\$2,142,380	\$1,903,097	2.4%

CAPITAL IMPROVEMENTS

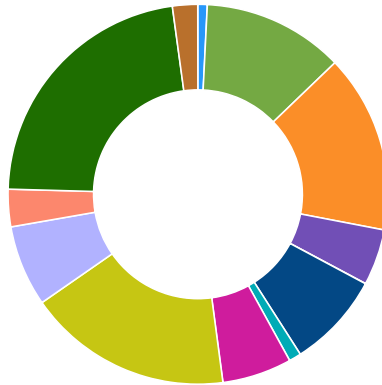
Capital Improvements: One-year Plan

Total Capital Requested

\$33,783,380

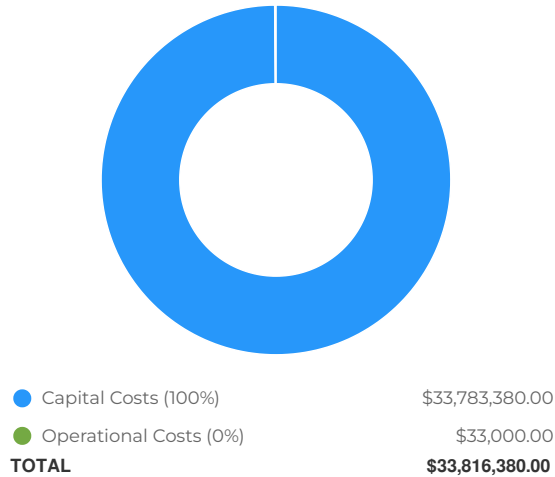
67 Capital Improvement Projects

Total Funding Requested by Source



Airport Fees (1%)	\$267,038.00
General Fund (12%)	\$4,062,440.00
Grants (15%)	\$5,130,602.00
Internal Service Charge (5%)	\$1,610,100.00
Other (0%)	\$9,000.00
Parks Impact Fees (8%)	\$2,744,000.00
PI Impact Fees (1%)	\$347,000.00
Public Safety Impact Fees (6%)	\$2,002,000.00
Sewer Impact Fees (17%)	\$5,885,000.00
Streets Impact Fees (7%)	\$2,336,000.00
Transportation Tax (3%)	\$1,072,000.00
Utility Fees (22%)	\$7,567,400.00
Water Impact Fees (2%)	\$726,000.00
TOTAL	\$33,758,580.00

Capital Costs Breakdown



Sewer Water Capital Fund Requests

Itemized Requests for 2025

Callaway Drive Easement Road	\$60,000
-------------------------------------	-----------------

This budget request is aimed at securing the necessary equipment and materials for the reconstruction of the maintenance road providing access to the back-lot sewer main along the western side of Callaway Drive. Over time, neglect and encroachment...

S-047 Central Heber Sewer Replacement - Phase 1	\$5,387,000
--	--------------------

Replace current Sewer infrastructure to maintain Sustainability. The Central Heber Sewer Replacement Project will replace failing infrastructure throughout central Heber. The overall project is estimated to cost over \$80 million...

Total: \$5,447,000

Engineering Requests

Itemized Requests for 2025

D-015 - Annual Ditch / Storm Drain Improvements

\$268,000

This project is to correct deficiencies within the existing irrigation ditch system in the central part of Heber City. The project is to improve the ditch system to facilitate storm drain conveyance. Improvements could include the following: pipe,...

I-003 1200 West - 430 S to 500 S

\$225,000

A 10-inch line should be constructed at 1200 West from the existing line at approximately 500 South to the proposed 6-inch line at approximately 430 South. Development will install and pay for a portion of this line, and impact fees should...

I-011 300 East - East Bypass to 1600 N (12-inch)

\$122,000

A 12-inch line should be constructed on 300 East from the East Bypass through the property just to the east of US 40 to connect to the pipeline at the Wasatch Canal near Coyote Lane. This line is necessary to feed and loop pressure...

I-028 - Citywide PI Meter Replacement

\$5,192,000

Retrofit existing Pressurized Irrigation service connections to include irrigation meters. It is anticipated the city will contract out most of the work, along with assistance from public works, and will complete the work over the next 2...

I-029 - Central Heber Irr Improvements - Phase 1

\$1,965,000

As part of the Central Heber Replacements Project, pressure irrigation improvements will be installed to expand the system and avoid future cuts in the roads.

P-050 - 1000 North Trail - Mill Rd to 550 E

\$23,000

This trail will be constructed on the south side of 1000 North from Mill Road to 550E,

P-070 - Coyote Springs Park

\$2,521,000

Coyote Springs Park will be built on a triangular piece of property owned by the City near the Coyote Ridge and Springs at Coyote Ridge subdivisions.

P-082 - Muirfield Park Expansion

\$200,000

Muirfield Park will be expanded over the next few years in accordance with the Parks and Trails Master Plan and into the property to the northwest of the existing park in the new parcels acquired and placed into a conservation easement. The...

P-083 - Main Street Park Improvements (Bandshell & Pedestrian Plaza)

\$3,562,000

A new Bandshell will be constructed at Main Street Park. The Bandshell is part of a larger undertaking by the City to create a pedestrian-friendly plaza area along 200 South which will eventually extend north along 50 West to City...

S-004 - 600 East - 1200 S to 1900 S (Hidden Ci Ln) (15")

\$332,000

A 15-inch line should be constructed along 600 East from 1200 South to 1900 South. Once this development is designed, the slope of the line is known, and the exact location of the loading is determined, the size of this line should be...

S-024 - 1500 W - 100 S to 1200 S (12")

\$166,000

A 12-inch line should be constructed on the west side of Heber City from 100 South to 1200 South. This will serve the future developments in this area. The 12-inch diameter assumes minimum slope and is not needed for additional...

T-029 - 600 East - 1300 S to Hidden Creek Lane

\$775,000

As a major collector street between 1200 South to East Airport Road, a portion of this road will be constructed with the Sawmill 6 development. As detailed in the city streets Master Plan.

T-041 Southfield Rd - 100 S to 1200 S	\$445,000
Southfield Road will be improved to a major collector street between 100 South and 1200 South as an expansion project for future growth.	
T-046 - 100 West - 500 North to 1000 South	\$261,000
100 West will be re-designed and improved as a pedestrian friendly roadway with angled parking on one side, parallel parking on the other, bulb-outs and other traffic calming measures. The Engineering Design will take place in FY25, wit...	
T-057a East Bypass - Sec B 1050 East to 550 East	\$134,000
Complete engineering design and begin construction of section B of the Eastern Bypass road that will be constructed with a roundabout as a Minor Arterial between 1050 East and 550 East in 2024.	
T-057b - East Bypass - Sec B 1050 East to Roundabout	\$253,000
Complete engineering design and begin construction of the Mill Road intersection of the Eastern Bypass road. The intersection will be constructed as a roundabout.	
T-058a - East Bypass - Sec A (Smiths Cost Share AG)	\$151,000
The Eastern Bypass road will be constructed as a Minor Arterial between Hwy40 and 550 East.	
T-060 Annual Road Maintenance, Seal, Stripe, Cracks	\$475,000
The purpose of this project is to repair, maintain, and seal a majority of the streets in Heber City. It will include crack seals, striping, slurry seals, chip seals, patching, and asphalt overlays. The city utilizes Class C Road funds and...	
T-061 - Annual Sidewalk New Construction and Repair	\$210,000
Repair and / or replacement of deteriorating or dangerous sections of sidewalk through Heber City.	
T-069 - 1900 South - Mill Road to 500 East	\$101,000
1900 South will be constructed as a Minor Collector between Mill Road East and 500 East to accommodate future growth.	
T-088 - 150 East 1000 S to 1200 S	\$650,000
A new road will be built at 150 East from the new Fire Station on 1200 South to 1000 South where it will meet up with an extension of the road built with the View on Main Development. With the plans for the new Fire Station, the city wants to...	
T-091 - Annual Traffic Calming Improvements	\$200,000
Incorporate traffic calming measures in locations to be determined throughout Heber City.	
W-008 - 1900 South - US 40 to Mill Road (12-inch)	\$89,000
A 12-inch line should be constructed along 1900 South from US 40 to Mill Road to provide flow to the area east of US 40 between 1200 South and 2400 South. Development will install the line within the future roads as the area develops, with...	
W-061 US40 or W-061A Ostler Peak Rd - 1600 North to 900 North (12-inch)	\$224,000
A 12-inch pipeline should be installed along the east side of US 40 or along Ostler Peak Lane from 1600 North to 900 North to tie into Project W-007. This line is needed for future development in this area. Development will...	
W-071 Central Heber Water Replacement - Phase 1	\$3,000,000
The overall project is estimated to cost over \$80 million dollars. Phase 1 is intended to address the oldest and worst conditioned pipes in the system. The Central Heber Water Replacement project began by focusing on replacing...	
Total: \$21,544,000	

Police Department Requests

Itemized Requests for 2025

Motorola Handheld Radios	\$21,000
---------------------------------	-----------------

Replacement of 6 handheld radios due to the states upgrade of our radio system.

Police Department Leases Program	\$473,550
---	------------------

Current year lease payments for 35 Police Department vehicles.

Replacement Vehicle for Reserve Unit	\$59,740
---	-----------------

Each year the Police Department budgets to replace one of the 5-6 vehicles that the PD does not lease. This puts those vehicles on a 5 year rotation to be replaced by a lease buy back.

Total: \$554,290

Capital Improvement Fund - General Requests

Itemized Requests for 2025

Dark Sky Initiative and Installation	\$100,000
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This funding request is vital for facilitating the continued replacement of aging or malfunctioning components, as well as the enhancement of streetlight heads to align with the objectives outlined in Heber City Council's Dark Sky...

Section B Landscaping	\$200,000
------------------------------	------------------

Section B Landscaping

Total: \$300,000

Internal Service Fund Requests

Itemized Requests for 2025

10 wheel dump/snowplow with salt spreader	\$266,000
--	------------------

10 wheel dump/snowplow with salt spreader replacement for asset 13-07.

2 YEAR Lease-Ford F-150 Hybrid #1	\$8,000
--	----------------

Ford F-150 Hybrid 2-year lease. This lease starts 04/15/2024

2 YEAR Lease-Ford F-150 Hybrid #2	\$8,000
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Lease. Ford F-150 Hybrid. This is a 2-year lease. This lease starts 04/15/2024

2 YEAR Lease-Ford F-150 Hybrid #3	\$8,000
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Lease. Ford F-150 Hybrid. This is a 2-year lease. This lease starts 04/15/2024

2 YEAR Lease-Ford F-150 Hybrid #4	\$8,000
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Lease. Ford F-150 Hybrid. This is a 2-year lease. This lease starts 04/15/2024

2 YEAR Lease-Ford F-150 Hybrid #5	\$8,000
--	----------------

Lease. Ford F-150 Hybrid. This is a 2-year lease. This lease starts 04/15/2024

Airport Loader Lease	\$27,000
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Airport loader lease. This is a three-year lease, with optional buyback.

Airport, V-Plow for loader	\$38,000
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V-plow for snow removal. This will go with the loader lease/buyout, if approved.

Backhoe Lease #1	\$25,000
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This is for a backhoe lease. We currently have 3 backhoes on lease. The current lease will expire in the FY 24/25 budget year.

Backhoe Lease #2	\$25,000
-------------------------	-----------------

This is for a backhoe lease. We currently have 3 backhoes on lease. The current lease will expire in the upcoming 24/25 budget year and need to be replaced.

Backhoe Lease #3	\$25,000
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This is for a backhoe lease. We currently have 3 backhoes on lease. The current lease will expire in the upcoming 24/25 budget year and need to be replaced.

Ford F-350, Parks and Cemetery	\$72,200
---------------------------------------	-----------------

Approved in the FY 22/23 budget year. Staff ordered the truck but did not receive it. We made a budget amendment to push it into FY 23/24. This truck order was canceled by Ford Motor Company and was re-ordered. We need to push to FY 24/25 with a...

Ford F-550, Flatbed Dump, Snowplow, Salt Spreader	\$103,000
--	------------------

This is a replacement truck for 16-06 that was totaled. It was approved in the 23/24 budget and will need to be rolled into the 24/25 budget.

Freightliner 4X4 dump truck/snowplow	\$291,000
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4X4 dump truck/ snowplow with salt spreader.

John Deere Gator XUV835M	\$26,500
This is a John Deere Side X Side that can be used year round by all departments, as needed, to do maintenance and repairs throughout the city.	
John Deere side x side with snow plow, Parks & Cemetery	\$32,500
John Deere XUV835M side x side with snowplow.	
Kubota Tractor	\$70,000
Approved in 23/24 budget. Maybe need to roll over to 24/25 budget.	
Loader lease #1	\$27,000
Three-year loader lease	
Loader lease #2	\$27,000
Loader Lease	
Rotary Brush Hog	\$9,000
This is an attachment for our Skid Steer. It's a mower/brush hog that will cut up to 10 inch-diameter brush. It will be used for clean-up City wide	
Total: \$1,104,200	

Culinary Water Capital Fund Requests

Itemized Requests for 2025

Badger Ultrasonic/LTE Water Meters	\$260,000
All new residential and commercial services are equipped with Badger Ultrasonic Meters and LTE Endpoints, ensuring efficient and reliable cellular readings.	
Broadhead Facility Driveway Replacement	\$15,000
The driveway access to the Broadhead Facility has been neglected for an extended period and is now in dire need of replacement. Last year, during the replacement of the Broadhead Well pump, the deteriorated condition of the asphalt posed...	
Composite Meter Lids	\$80,000
This request pertains to the procurement of composite lids intended for the replacement of the current metal lids on Heber City's water meter pits.	
GPS Unit	\$12,000
This acquisition will be integrated into Heber City's Geographic Information System (GIS) equipment inventory, where it will play a crucial role in collecting GPS coordinates for both new and existing infrastructure. These data points...	
Hospital Well Generator	\$300,000
The acquisition of an emergency backup power generator stands as a top priority for the City Council. Presently, the Heber City Water System lacks backup power at any of its water production sites, leaving them vulnerable in the event of a...	
Total: \$667,000	

Parks Requests

Itemized Requests for 2025

Lely Fertilizer Spreader	\$7,800
---------------------------------	----------------

Fertilizer Spreader

Total: \$7,800

Cemetery Requests

Itemized Requests for 2025

CAT Backhoe Lease	\$10,850
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Lease for Backhoe used for both Parks and Cemetery

CAT Skid Steer Yearly Trade Out	\$3,000
--	----------------

CAT Skid Steer yearly trade in. We have an agreement with Wheeler CAT to trade in our skid steer for a new one every year at the cost of about \$3000.

Cemetery Administration Building	\$2,500,000
---	--------------------

New office building for the Cemetery, including 1300 cremation niches.

Total: \$2,513,850

General Government Buildings Requests

Itemized Requests for 2025

American Chiller HVAC Unit for Public Safety (Second Unit)	\$42,600
---	-----------------

This is a replacement HVAC unit for the Public Safety Building

Total: \$42,600

Capital Improvement Fund - Airport Requests

Itemized Requests for 2025

Environmental Studies (Phase 1)	\$800,000
--	------------------

The 2023 Master Plan and ALP are approved and indicate an ARC upgrade from a B-II to a C-II. This Environmental Assessment will be performed to determine how the proposed ARC upgrade will affect the environment.

Pavement Preservation (Federally Funded)	\$376,900
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Federally funded pavement preservation.

Pavement Preservation (Locally Funded)	\$88,140
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Locally funded pavement preservation. 15' in front of hangars and T/L.

Pavement Preservation (State Funded)	\$237,600
---	------------------

State funded pavement preservation. T/W and aprons.

Phase II ESA	\$100,000
---------------------	------------------

Phase II ESA based on proposal dated February 22, 2024, subject to change based on test results and coordination with UDEQ.

Total: \$1,602,640



Heber City Council Staff Report

MEETING DATE: 6/4/2024

SUBJECT: Public Hearing UCA 10-3-818 Salaries in Municipalities Ordinance 2024-12

RESPONSIBLE: Cherie Ashe

DEPARTMENT: Human Resources

STRATEGIC RELEVANCE: SB 91 Requires a county legislative body or municipal governing body proposing a compensation increase for specified officer to hold a public hearing on the proposed increase and provide notice of the hearing.
10-3-818

SUMMARY

Heber City as a municipality is required under Utah State Legislature as per SB 91 requiring any proposed increase in compensation to statutory officers adopting compensation increase.

Section 1, Section 10-3-818 is amended to read:

10-3-818. Salaries in municipalities -- Notice.

(1) The elective and statutory officers of municipalities shall receive such the compensation for their services as that the governing body may fix by ordinance adopting compensation or compensation schedules enacted after public hearing.

(2) (a) As used in this Subsection (2):

(i) "Compensation" means:

(A) salary, including salary paid under a contract;

(B) a budgeted bonus or budgeted incentive pay; **3.2% COLA, Annual Performance Appraisal up to 3.5%,**

(C) a vehicle allowance; **No increase budgeted**

(D) deferred salary. **Compliant with URS**

(ii) "Compensation increase" means an increase in any item of compensation listed in Subsection (2)(a)(i).

(iii) "Executive municipal officer" means:

37 The City Manager, Assistant City Manager, Chief of Police, Deputy Chief of Police, City Engineer, Public Works Director, Finance Director, Community Development Director, Planning Manager, Chief Building Official, Parks & Recreation Director, Airport Manager, Human Resources Manager, Treasurer, City Recorder

(A) the city or town manager or chief administrative officer;

- (B) the assistant city or town manager or assistant city or town chief administrative officer;
 - (C) the city or town attorney;
 - (D) an individual who is the head or chief of a city or town department or division; or
 - (E) an individual who is the chief assistant or deputy of an individual described in Subsection (2)(a)(ii)(D).
- (b) Before a governing body may adopt a final budget or a final amended budget that includes a compensation increase for an executive municipal officer, the governing body shall:
- (i) hold a public hearing on the compensation increase; and
 - (ii) publish notice of the time, place, and purpose of the public hearing:
 - (A) for at least seven days before the date of the public hearing; and
 - (B) as a class A notice under Section 63G-30-102.
- (c) A public hearing under Subsection (2)(c)(i):
- (i) shall be held separate from any other public hearing; and
 - (ii) may be held the same day as another public hearing, including immediately before or after the other public hearing.

RECOMMENDATION

Notice of municipal potential increases is currently budgeted for 3.2% COLA increase with potential 3.5% merit (performance based) increase for employees not already at the top of the wage scale.

BACKGROUND

SB 91 requires that all municipal officers and department directors declare any future increases in compensation.

DISCUSSION

All full-time employees receive a Cost Of Living COLA increase as allowed by City Council beginning the first pay period of the Fiscal year. For FY 25 the date is 07/08/2024-07/21/2024 for pay date of 07/26/2024. Although tentative, the amount of COLA has been budgeted to align with CPI at 3.2%.

FISCAL IMPACT

3.2% of gross payroll \$12,094 per month increase

CONCLUSION

Fulfilling legislative requirement

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Human Resources
Staff member: Cherie Ashe, Human Resources Director

EXHIBITS

1. 10.3.818Compensation
2. ORDINANCE 2024-12
3. ExhibitA

Effective 5/1/2024

10-3-818 Salaries in municipalities -- Notice.

- (1) The elective and statutory officers of municipalities shall receive the compensation for their services that the governing body fixes by ordinance adopting compensation or compensation schedules enacted after public hearing.
- (2)
 - (a) As used in this Subsection (2):
 - (i) "Compensation" means:
 - (A) salary, including salary paid under a contract;
 - (B) a budgeted bonus or budgeted incentive pay;
 - (C) a vehicle allowance; and
 - (D) deferred salary.
 - (ii) "Compensation increase" means an increase in any item of compensation listed in Subsection (2)(a)(i).
 - (iii) "Executive municipal officer" means:
 - (A) the city or town manager or chief administrative officer;
 - (B) the assistant city or town manager or assistant city or town chief administrative officer;
 - (C) the city or town attorney;
 - (D) an individual who is the head or chief of a city or town department or division; or
 - (E) an individual who is the chief assistant or deputy of an individual described in Subsection (2)(a)(iii)(D).
 - (b) Before a governing body may adopt a final budget or a final amended budget that includes a compensation increase for an executive municipal officer, the governing body shall:
 - (i) hold a public hearing on the compensation increase; and
 - (ii) publish notice of the time, place, and purpose of the public hearing:
 - (A) for at least seven days before the date of the public hearing; and
 - (B) as a class A notice under Section 63G-30-102.
 - (c) A public hearing under Subsection (2)(b)(i):
 - (i) shall be held separate from any other public hearing; and
 - (ii) may be held the same day as another public hearing, including immediately before or after the other public hearing.

Amended by Chapter 475, 2024 General Session

ORDINANCE 2024-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEBER CITY, UTAH ENACTING COMPENSATION INCREASES FOR SPECIFIC CITY OFFICERS

WHEREAS, the Utah State Legislature during the 2024 General Session passed S.B. 91; and

WHEREAS, S.B. 91 amended Utah Code Section 10-3-818 regarding City employee salaries; and

WHEREAS, the City of Heber City must now publish public notice and hold a separate public hearing on proposed compensation increases for executive municipal officers before adopting those increases; and

WHEREAS, the Heber City Council finds that enacting the proposed compensation increases as set forth in this Ordinance will comply with Utah Code requirements and will promote the public health, safety, and welfare of the residents of the City of Heber City, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HEBER CITY, UTAH, THAT:

SECTION I–ENACTMENT

The attached Exhibit A contains compensation increases for executive municipal officers proposed for inclusion in the City's Fiscal Year 2025 budget.

SECTION II–AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Heber City theretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III–EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Heber City Council and following notice and publication as required by the Utah Code.

SECTION IV–SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne M. Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Mike Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

<u>Title</u>	<u>Wage Ranges</u>	<u>Potential COLA</u>	<u>Potential Merit</u>
City Treasurer	\$62,242-\$86,840	3.2%	N/A Top of Grade
Deputy City Recorder	\$44,525-\$62,335	3.2%	3%
City Recorder	\$67,355-\$94,297	3.2%	3%
City Manager	\$167,539-\$234,554	3.2%	3%
Assistant City Manager	\$109,697-\$163,575	3.2%	N/A Top of Grade
City Engineer	\$116,926-\$175,475	3.2%	3%
Finance Director	\$111,402-\$155,963	3.2%	3%
Chief Building Official	\$123,655-\$173,117	3.2%	3%
Planning Manager	\$72,215-\$101,101	3.2%	3%
Airport Manager	\$80,534-\$112,747	3.2%	3%
Judge	Set by UT Courts	3.2%	Set by UT Courts
Chief of Police	\$138,632-\$177,465	3.2%	3%
Public Works Director	\$106,161-\$148,625	3.2%	N/A Top of Grade
Parks & Cemetery Director	\$88,749-\$124,249	3.2%	N/A Top of Grade
Community Development Director	\$105,131-\$147,183	3.2%	3%
Human Resources Manager	\$72,215-\$101,101	3.2%	3%

Monthly Vehicle Allowance *

N/A	
N/A	
N/A	
	\$500
N/A	
	\$500
N/A	
N/A	
N/A	
N/A	
N/A	
N/A	
N/A	
N/A	
N/A	

* City Staff Engineers eligible for vehicle allowance
* IT Manager eligible for partial vehicle allowance



Heber City Council Staff Report

MEETING DATE: 6/4/2024
SUBJECT: Update to US-40 North Access Agreement with UDOT & Wasatch County
RESPONSIBLE: Russ Funk
DEPARTMENT: Engineering
STRATEGIC RELEVANCE: Necessary Administrative Action
Infrastructure Sustainability

SUMMARY

The purpose of this item is to seek Council approval regarding Amendment #4 to the Cooperative Access Agreement with UDOT and Wasatch County for US-40 North.

RECOMMENDATION

Approval of Amendment #4 to the US-40 North Access Agreement with UDOT and Wasatch County

BACKGROUND

Wasatch County entered into a Cooperative Access Agreement with UDOT regarding US-40 north of Heber City in 2008. This agreement defined the UDOT Access Management Category applicable to the highway and identified which intersections would be signalized as development occurred. Because pending North Village annexations and developments were expected to occur in the City, Heber City was added to the agreement by Addendum #1 in 2018.

Addendum #2 was signed in January 2023 as work on the North Village Streets Master Plan was being completed. The addendum clarified the location of one of the future signals from the existing College Way intersection to the proposed University Avenue intersection approximately 1200 feet to the north.

Addendum #3 was also signed in early 2023 and clarified a discrepancy regarding the UDOT Access Management Category between SR-32 (River Road) and the northern boundary of Heber City. The original agreement stated Category 4, but the mapping designation and intersection spacing rules being followed/enforced were for Category 5. The addendum clarified a Category of 5 for the roadway section.

Proposed Addendum #4

While working with developers on preliminary designs for the new University Avenue, several design challenges became apparent. The primary challenges were due to the grade of the road with the original alignment (keeping it under 10%) with the existing vertical constraints of Hwy 40 and the Wasatch Canal and allowing for accesses along the road into proposed developments.

While working through these challenges, the concept shown in the proposed amendment was raised. This concept pushes the intersection 600 ft further to the north and lines it up with an existing access road on the west side of US-40. It also adds additional length to the road which provides a more ideal slope of around 8%, and allows access into proposed developments about 600 feet from US-40.

This change would limit the design speed for the roadway to 30 mph instead of 35 mph as originally anticipated. It would also require removal of an existing private access road serving 4 homes along UDOT's frontage, but the developer of the property has agreed to provide replacement access through the development's private roadway network to the new public road.

DISCUSSION

FISCAL IMPACT

Increasing the length of the road will also increase the amount of reimbursement the City will need to pay back to the developer who builds this road. Reimbursement will be paid for using North Village Street Impact Fee Funds. The City may need to update our North Village Streets Impact Fee Facilities Plan and Impact Fee Analysis in the future to generate the funds necessary for reimbursement.

CONCLUSION

Based on the need to provide a safe, reliable, and functional roadway/transportation network, staff recommends Council approve Amendment #4 to the US-40 North Access Agreement.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Proposed US-40 N Access Agreement - Amend 4

Addendum #4 to Cooperative Corridor Access Agreement # 098400
Corridor Preservation
US-40 from SR-32/River Road to Heber City north city limits (1200 North)
WASATCH COUNTY
Federal ID No. 876000299
HEBER CITY
Federal ID No. 876000232

ADDENDUM #4

This **ADDENDUM** is made and entered into this _____ day of _____, 2024, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, **WASATCH COUNTY**, a municipal corporation in the State of Utah, hereinafter referred to as the “**COUNTY**”, and **HEBER CITY**, a municipal corporation in the State of Utah, hereinafter referred to as the “**CITY**”.

WITNESSETH:

WHEREAS, **UDOT** and the **COUNTY** entered into Cooperative Corridor Access Agreement #098400 on 24 November 2008 to designate specific access management and corridor preservation elements; and

WHEREAS, **UDOT**, the **COUNTY**, and the **CITY** were parties to Addendum #1 to Agreement #098400 as of 21 September 2018, Addendum #2 to Agreement #098400 as of 26 January 2023, and Addendum #3 to Agreement #098400 as of 16 February 2023; and

WHEREAS, the **CITY** and the **COUNTY** have allowed development to occur and will continue to allow development to occur on the east side of US-40 between SR-32 and the north city limits; and

WHEREAS, new development identified as College Downs is planned in the area north of the existing Utah Valley University Wasatch County campus and is to be accessed by a new road called University Avenue per Addendum #2; and

WHEREAS, during design of the new road alignment of University Avenue it became clear the grade of the road would be too steep if it were constructed as previously planned, and therefore the **CITY** and **COUNTY** have requested permission from **UDOT** to move the intersection point of University Avenue with US-40 to a point approximately 550 feet to the north, so as to be directly across from an existing private access at approximately Mile Post 13.94. This is shown in Exhibit A attached hereto.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. **UDOT** has reviewed the request by the **CITY** and the **COUNTY** and is not opposed to the new University Avenue intersection with US-40 as described above.
2. As stated and shown on the site plan for College Downs (attached hereto as Exhibit A), the existing private frontage road on the east side of, and parallel to, US-40 north of the new proposed location of the University Avenue intersection will be connected to the proposed local road network. Legal access to properties along the frontage road will be provided through the development, not via US-40..

Addendum #4 to Cooperative Corridor Access Agreement # 098400
Corridor Preservation
US-40 from SR-32/River Road to Heber City north city limits (1200 North)
WASATCH COUNTY
Federal ID No. 876000299
HEBER CITY
Federal ID No. 876000232

3. As stated and shown on the site plan for College Downs, the south end of the existing retaining wall north of the proposed location of the University Avenue intersection will likely need to be modified due to its proximity to the new intersection. The modification will be determined as part of the final design of the new intersection and will be completed by the developer of the College Downs development.

4. All other statements in Agreement #098400, Addendum #1, Addendum #2, and Addendum #3 which are still applicable and are not in conflict with this **ADDENDUM** are unchanged and are still valid upon execution of this **ADDENDUM**. This includes **UDOT** still allowing a traffic signal to be constructed when warranted at the new intersection location instead of the previously approved location.

IN WITNESS THEREOF, the parties here to have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

WASATCH COUNTY, a political subdivision
in the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

Addendum #4 to Cooperative Corridor Access Agreement # 098400
Corridor Preservation
US-40 from SR-32/River Road to Heber City north city limits (1200 North)
WASATCH COUNTY
Federal ID No. 876000299
HEBER CITY
Federal ID No. 876000232

ATTEST:

HEBER CITY, a municipal corporation
in the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Region Three Traffic Operations Engineer

By: _____

Region Three Planner

Date: _____

Date: _____

By: _____

Region Three Director

Date: _____

APPROVED AS TO FORM:

COMPTROLLER OFFICE

This Form Agreement has been previously
Approved as to form by the office of Legal
Counsel for the Utah Department of
Transportation.

By: _____

Contract Administrator

Date: _____

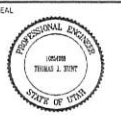
Exhibit A



HUNT · DAY
3445 Antelope Drive, St 200
Syracuse, UT 84775
PH: 801.664.4724
EM: Thomas@HuntDay.co

COLLEGE DOWNS
HIGHWAY 40 & COLLEGE WAY
HEBER CITY WASATCH COUNTY, UT
LOCATED IN THE NORTH HALF OF SECTION 35,
TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MOUNTAIN

REV.	DATE	DESCRIPTION	BY
0	09-12-24	INITIAL SUBMITTAL TO CITY	TH

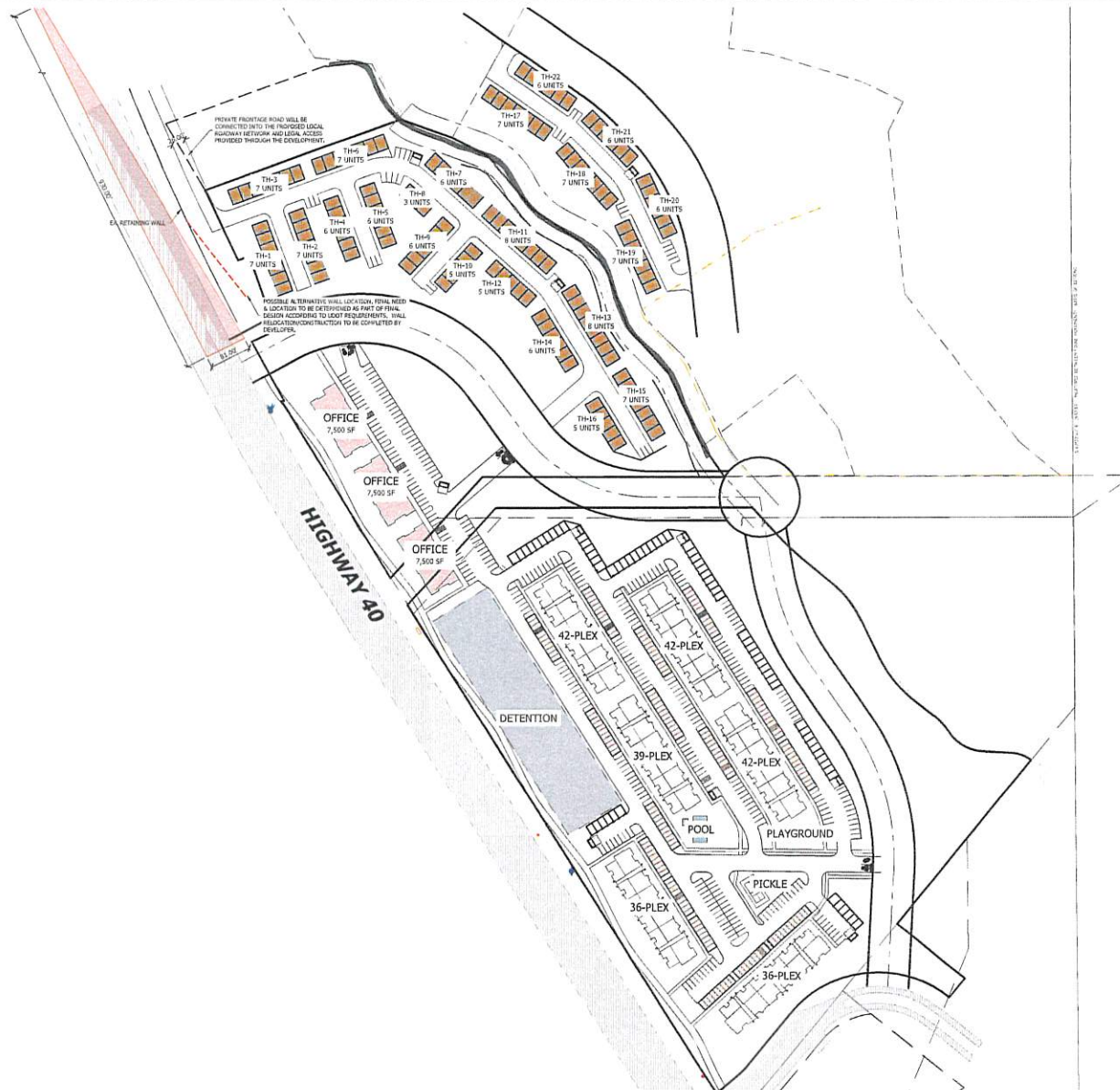


VERIFY SCALES
R/W IS ONE INCH ON ORIGINAL DRAWINGS
IF NOT ONE INCH ON THIS SHEET, ADJUST
SCALES ACCORDINGLY

PROJECT INFO
Engineer: T. Hunt
Drawn: T. Pharesore
Date: 03 / 20 / 2023
Proj. No. 102 + 09

Proposed Site Plan

SHEET NO.
C200



1. TEST
2. TEST

General Notes

1. TEST
2. TEST

Key Notes

Pavement Quantities

ADPHALT: 14,104 SF
CONCRETE: 5,823 SF

Legend

- ADA ROUTE - NOT TO EXCEED A PAVING SLOPE GREATER THAN 4.5% OR CROSS SLOPE GREATER THAN 1.5%
- ADA AREA - NOT TO EXCEED SLOPE GREATER THAN 1.5% IN ANY DIRECTION
- SPECIAL CURVE, SEE APPLICABLE CURVING DETAIL

Site Data

LOCATION: HENRI, WASATCH COUNTY, UTAH

PROPERTY SIZE: 20.01 ACRES

RESIDENTIAL:

APARTMENT UNITS: 132 - 2 BEDROOM UNITS - 742 SF - 41.18 EBUS
15 - 3 BEDROOM UNITS - 784 SF - 36.33 EBUS
35 - 3 BEDROOM UNITS - 1,497 SF - 24.75 EBUS

TOTAL UNITS: 182 UNITS - 104,131 EBUS

PARKING PROVIDED: 264 STALLS
227 COVER STALLS
367 COVERED PARKING
40 GARAGES
5.95 STALLS/UNIT

AMENITIES:

- CLUBHOUSE
- WALKING PATH
- POOL
- HOT TUB
- TOTTLE
- DOG PARK
- COMMUNITY AREA

TOWNSHIP UNITS: 132 - 2 BEDROOM UNITS - 1,200 SF - 63.00 EBUS

PARKING PROVIDED: 276 STALLS
276 GARAGE STALLS
35 COVER STALLS
208 TOTAL STALLS
2.33 STALLS/UNIT

COMMERCIAL:
15,000 SF OFFICE - 0.68 - 92,000 SF - 6.65 EBUS

Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE RECORD INFORMATION PROVIDED BY THE SHELTON OR CITY PROVIDED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED BY THE FIELD PERSONNEL OF THE CONTRACTOR. SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE, IF FIELD CONDITIONS VARY FROM SHOWN AT INSTALLATION, CONTRACTOR TO PROVIDE NOTICE TO THE OWNER AND ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.





Heber City Council Staff Report

MEETING DATE: 6/4/2024
SUBJECT: Bush Annexation Petition
RESPONSIBLE: Denna Woodbury
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The City has received a petition for the Bush Annexation located at the approximate address of 3490 N. Highway 40. The proposed annexation includes 1.863 acres. Enterprises West L.L.C. is the petitioner. Section 10-2-405 of the Utah State Code requires municipalities to accept or reject an annexation petition at the first meeting, at least 14 days after the date the petition was filed. Failure to act constitutes an acceptance of the petition.

The policy question includes the following:

Should the City Council accept the Bush Annexation Petition for further evaluation?

RECOMMENDATION

Staff recommends acceptance of the Bush Annexation Petition for further evaluation.

BACKGROUND

The proposed annexation is contiguous to North Village and is located within the City's Expansion Area.

Accepting an annexation petition for further study does NOT annex a property, it only begins the process for evaluating the annexation. Many months of study follow the acceptance of an annexation petition as shown in the exhibit Annexation Process Summary. No vesting rights are granted upon acceptance of an annexation petition. The City's Legislative Authority approves annexations and the City may deny an annexation petition for any reason.

Section 10-2-405 of the Utah State Code requires municipalities to accept or reject an annexation petition at the first meeting at least 14 days after the date the petition was filed. Failure to act

constitutes an acceptance of the petition.

Pros to accepting the petition include the ability for the City and petitioner to evaluate in further detail the mutual advantages of having the area annexed into the City.

Cons to accepting the petition include the perception that the City is promoting growth by adding a parcel for potential development.

If accepted, the City will determine through more detailed future analysis, if the petition conforms to all policies of the Annexation Policy Plan, General Plan, and State Code. The next step after Petition Acceptance would be petition certification.

DISCUSSION

FISCAL IMPACT

There is no fiscal impact on the City by accepting an annexation petition. Annexations must pay a fee to cover costs for the City's review of a proposed annexation.

CONCLUSION

The proposed Bush Annexation is located within Heber City's Expansion Area.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **accept** the Bush Annexation as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **accept** the Bush Annexation as amended, as follows.

Alternative 3 - Continue

I move to **continue** the Bush Annexation to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **reject** the Bush Annexation with the following findings.

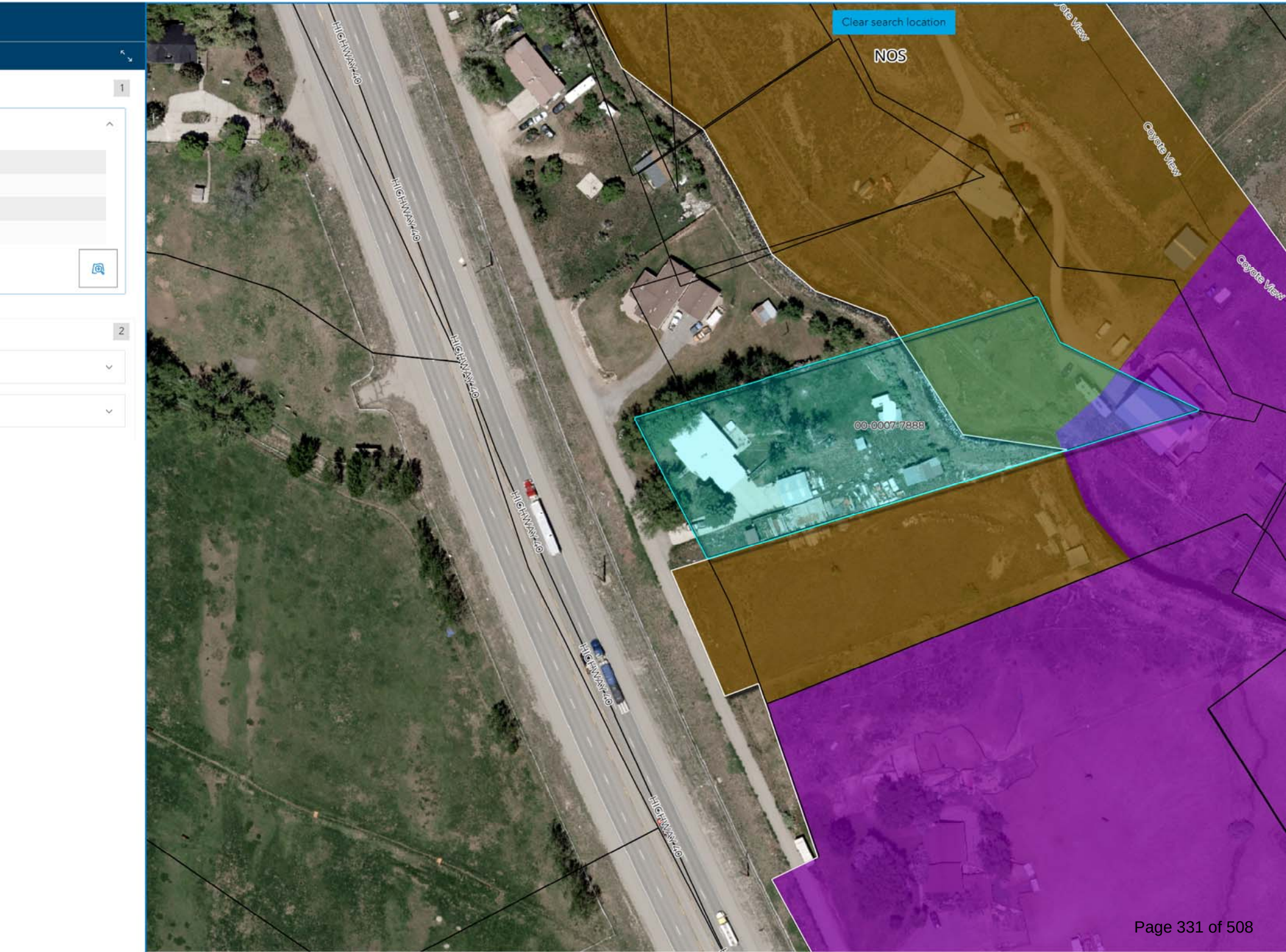
ACCOUNTABILITY

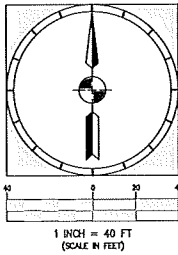
Department: Planning

Staff member: Denna Woodbury, Planning Consultant

EXHIBITS

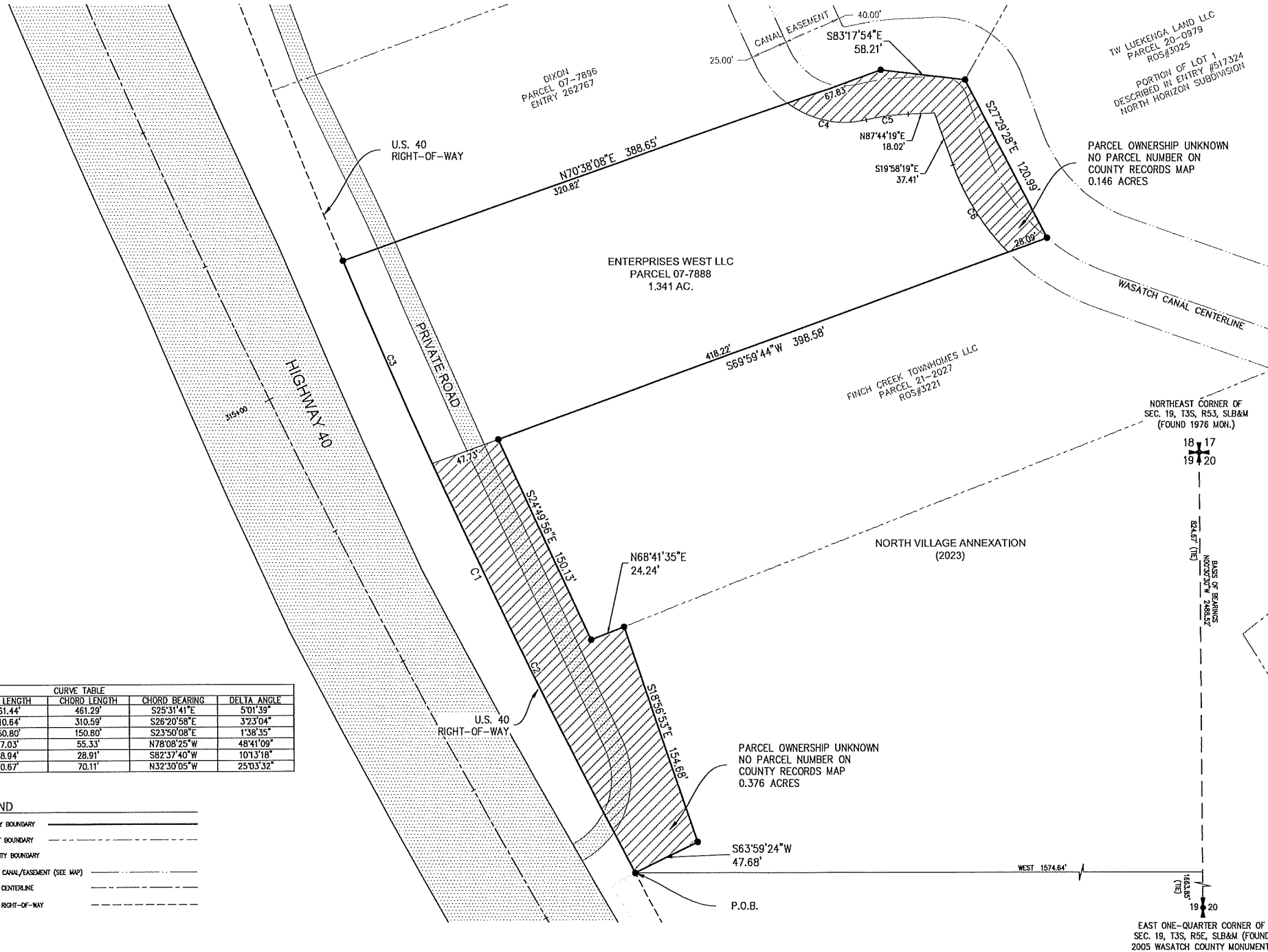
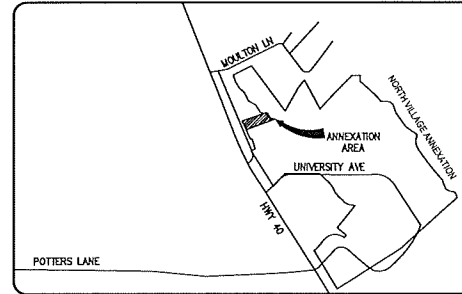
1. Annexation parcel
2. Annexation Parcel from GBush Annexation submittal 2024-05-17-2
3. Annexation map w Bush Petition
4. Annexation Policy Plan Expansion Area Map
5. Annexation Process Summary
6. 23006547 GBush Annexation submittal 2024-05-17
7. Concept Plan from GBush Annexation submittal 2024-05-17
8. UT ST Code- C10-2-S418_Annexations





BUSH ANNEXATION
HEBER CITY, UTAH
LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3
SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

VICINITY MAP



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	5258.78'	461.44'	461.29'	S25°31'41"E
C2	5258.78'	310.84'	310.59'	S26°20'58"E
C3	5258.78'	150.80'	150.80'	S23°50'08"E
C4	67.11'	57.03'	55.33'	N78°08'25"W
C5	162.24'	28.94'	28.91'	S82°37'40"W
C6	161.59'	70.67'	70.11'	N32°30'05"W

LEGEND

PROPERTY BOUNDARY	—————
ADJACENT BOUNDARY	- - - - -
HEBER CITY BOUNDARY	—————
WASATCH CANAL/EASEMENT (SEE MAP)	—————
HIGHWAY CENTERLINE	—————
HIGHWAY RIGHT-OF-WAY	—————

SURVEYOR'S CERTIFICATE

- I, BRIAN BALLS, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 334532-2201) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:
- THIS PLAT REPRESENTS THE RESULTS OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF GARY BUSH.
- THE LAND SURVEYED LIES WITHIN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, AND THE SURVEY WAS COMPLETED DURING DECEMBER 2023.
- THIS PLAT COMPLES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH TITLE 17, CHAPTER 23, PARAGRAPH 20, OF THE UTAH CODE.
- THE MONUMENTS DEPICTED AS FOUND AND/OR SET ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

BRIAN BALLS
PROFESSIONAL LAND SURVEYOR

SURVEYOR'S SEAL

BOUNDARY LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES SOUTH 00°30'30" EAST 824.67 FEET AND WEST 1574.64 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING AT THE CURRENT HEBER CITY BOUNDARY ACCORDING TO THE NORTH VILLAGE ANNEXATION (ENTRY NO. 530700) AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 40;

SAID POINT OF BEGINNING BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5,258.78 FEET AND FROM WHICH POINT A RADIAL LINE BEARS N61°57'30"E; THENCE 461.44 FEET ALONG SAID CURVE AND SAID HIGHWAY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 05°01'39", WITH A CHORD BEARING AND DISTANCE OF N25°31'41"W 461.29 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N70°38'08"E 388.65 FEET TO SAID HEBER CITY BOUNDARY; THENCE ALONG SAID HEBER CITY BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) S83°17'54"E 58.21 FEET, (2) S27°29'28"E 120.99 FEET, (3) S69°59'44"W 398.58 FEET, (4) S24°49'56"E 150.13 FEET, (5) N68°41'35"E 24.24 FEET, (6) S18°56'53"E 154.68 FEET, (7) S63°59'24"W 47.68 FEET TO THE POINT OF BEGINNING.

PARCELS (3) CONTAIN 1.863 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 00°30'30" WEST 2488.52 FEET BETWEEN THE EAST ONE-QUARTER CORNER AND NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN IN CONFORMANCE WITH UTAH STATE PLANE COORDINATE 1983 CENTRAL ZONE BEARINGS.

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS ANNEXATION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON THIS ____ DAY OF ____, 20__.

MAYOR

CLERK-RECORDER

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF ____, 20__, BY THE PLANNING COMMISSION OF HEBER CITY.

CHAIRMAN, PLANNING COMMISSION

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM THIS ____ DAY OF ____, 20__.

ROS #

COUNTY SURVEYOR

WASATCH COUNTY RECORDER

ENTRY # ____ DATE: ____, TIME: ____

FEE: ____, BOOK: ____, PAGE: ____, FOR: ____

BY: WASATCH COUNTY RECORDER MARGY M. MURRAY

PROJECT
23006547
SHEET
1 OF 1

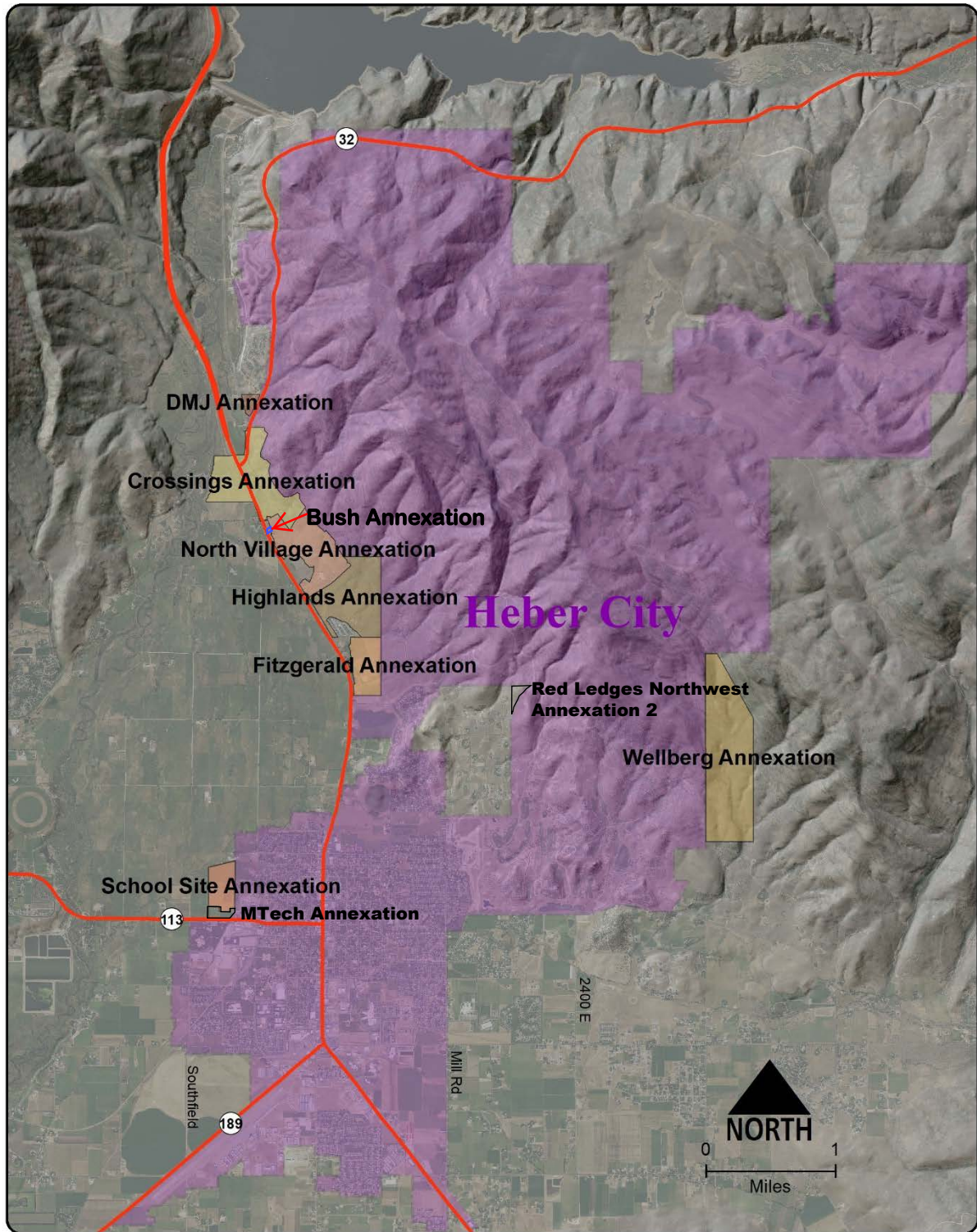
BUSH ANNEXATION
HEBER CITY, UTAH
LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 19,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

LOCATED IN THE NORTHEAST 1/4
OF SECTION 19, TOWNSHIP 3
SOUTH, RANGE 5 EAST, SL&M
WASATCH COUNTY, UTAH

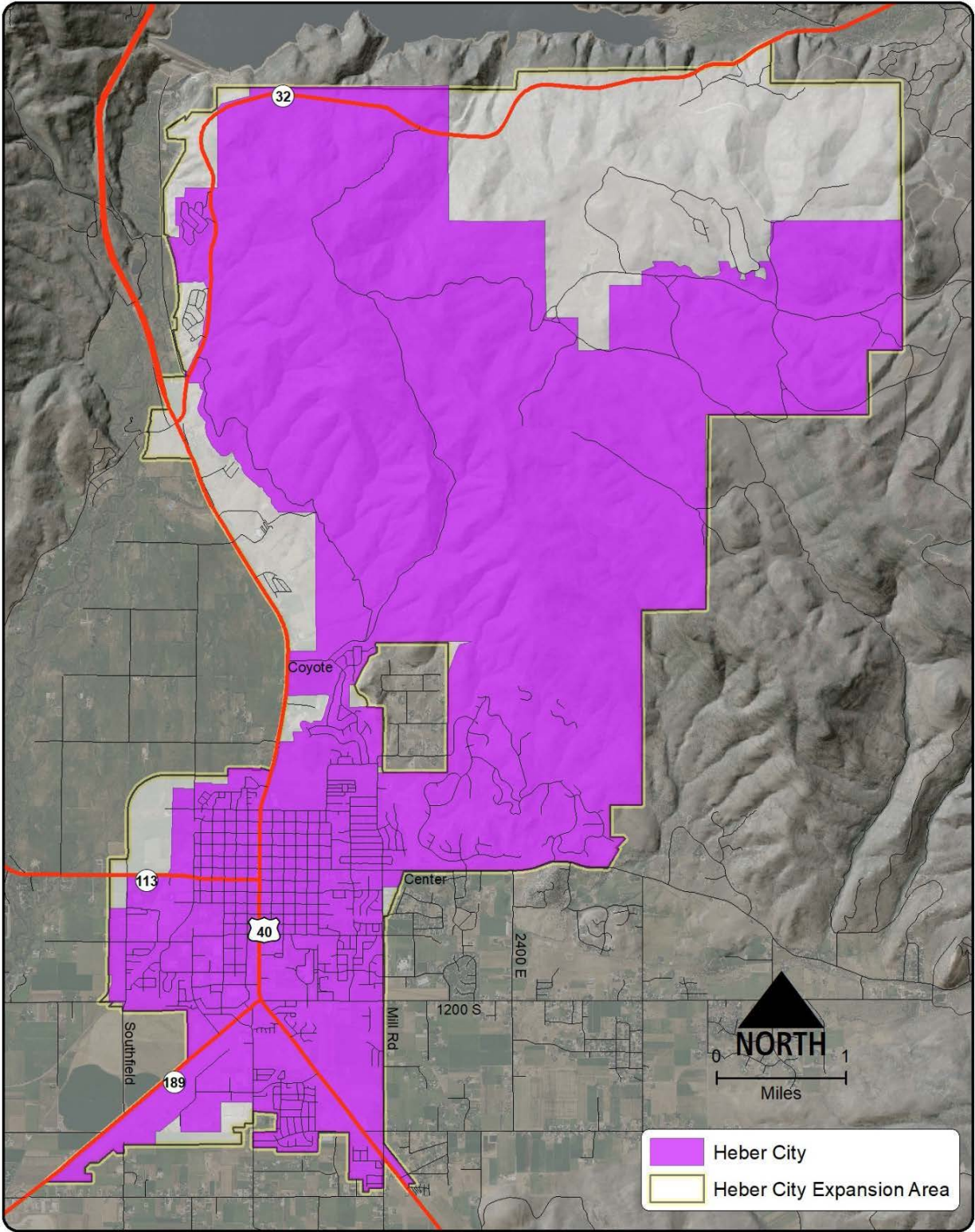
DRAWN BY:
SMT
REVIEWED BY:
BMB
ISSUE DATE:
05/16/2024

ATWELL
866.850.4200 www.atwell-group.com
55 WEST CENTER • P.O. BOX 178
HEBER CITY, UTAH 84302
P: 435-454-9228 • F: 435-454-9221

DEPICTED © 2024
ATWELL GROUP
IT IS A VIOLATION OF LAW FOR ANY PERSON
OTHER THAN THE SURVEYOR TO ALTER OR
REPRODUCE THIS PLAT OR ANY PART THEREOF.
IF ANY SUCH VIOLATION IS DETECTED, THE
PLAT SHALL BE CONSIDERED VOID AND THE
PLAT SHALL BE REJECTED BY THE COUNTY CLERK.



Annexation Policy Plan Expansion Area Map



Annexation Process Summary

Typical Annexation Process

Process	Month								
Month	1	2	3	4	5	6	7	8	9
Notice of Intent									
Submittal									
Acceptance									
Certification									
Protest Period									
Plan. Commission									
Public Hearing									
MDA									
Approval									
Lieutenant Governor									
Record Plat									



PETITION FOR ANNEXATION INTO HEBER CITY
Annexation Name: Bush Annexation

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Heber City hereby submit this Petition for Annexation and respectfully represent the following:

1. This petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated:
2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Heber City and the annexation thereof will not leave or create an unincorporated island or peninsula;
3. The signatures affixed hereto are those of the owners of private real property that:
 - a. is located within the area proposed for annexation;
 - b. covers a majority of the private land area within the area proposed for annexation;
 - c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
 - d. lies contiguous to the present boundary of Heber City’s corporate limits, located at the approximate address: 3490 N. Highway 40, Heber City, UT 84032-8144
4. The petitioners have caused an accurate plat or map of the above-described property to be prepared by a licensed surveyor, which plat or map is filed herewith in Exhibit A;
5. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as Exhibit B.
6. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed and at least a majority of the acreage is owned by the signers of this petition is shown in the attached Exhibit C (value and acreage spreadsheet) and Exhibit D (copies of all tax notices).
7. Land values and acreage within the annexation are as follows:

a. Total acreage within annexation:	<u>1.863</u>	
b. Total private property acreage within annexation:	<u>1.863</u>	
c. Petitioner’s acreage within annexation:	<u>1.341</u>	<u>72.0</u> % % of Total Private Area
d. Total Assessed Land Value within annexation:	<u>\$225,800</u>	
e. Petitioner’s Assessed Land Value within annexation	<u>\$225,800</u>	<u>100</u> % % of Total Value



8. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;
9. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125, U.C.A. if:
 - a. the request or petition was filed before the filing of the annexation petition, and
 - b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;
10. The names and mailing addresses of all the owners of the parcels of land located within 300 feet of the area proposed to be annexed as shown in Exhibit E.
11. A vicinity map showing the City's current boundaries in relation to the proposed annexation in Exhibit F.
12. Per the Heber City Annexation Policy Plan, a Concept Plan is attached as Exhibit G. This Concept Plan is a very preliminary plan -- the petitioner is not strictly bound by it. However, it is the hope of the Heber City Council that the Concept Plan submitted is the primary intention of the developer at the time annexation is being requested.



PETITION SIGNATURE PAGE 1

WHEREFORE, the Petitioners hereby request that this Petition be considered by the Heber City Council at its next regular meeting, or as soon thereafter as possible; that a resolution or motion be adopted or passed as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

Name of Annexation: Bush Annexation

Petitioner 1

Petitioner Name	Phone Number
Enterprises West, L.L.C.	(435) 640-3688
Mailing Address	Email Address
PO Box 113, Park City, UT 84060-0113	builder@bush.us.com
Parcel Numbers	
07-7888	
Signature	Date
	8/17/24

NOTICE

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Heber City. If you choose to withdraw your signature, you shall do so no later than 30 days after Heber City receives notice that the petition has been certified.

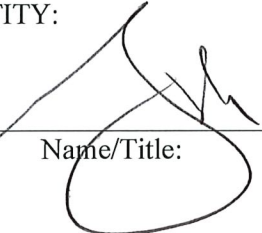


PETITION CONTACT SPONSOR

Designate at least one but not more than five of the signers of this petition as “Sponsors”, one of whom must be designated as the Contact Sponsor. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name	Phone Number
Enterprises West, L.L.C.	(435) 640-3688
Mailing Address	Email Address
PO Box 113, Park City, UT 84060-0113	builder@bush.us.com
Parcel Numbers	
07-7888	

ENTITY: _____

By:  Name/Title: Manager
Enterprises West LLC

STATE OF UTAH)
COUNTY OF WASATCH) : ss.

On this 17 day of MAY, 2024, personally appeared before me the above named:

☒ who is personally known to me,
☐ whose identity I verified on the basis of _____
☐ who is authorized to sign on behalf of the entity/(ies) that own the property
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

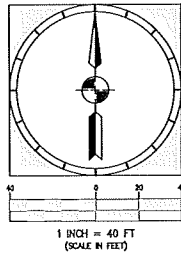



NOTARY PUBLIC
My Commission Expires: FEB 7, 2027

NOTICE

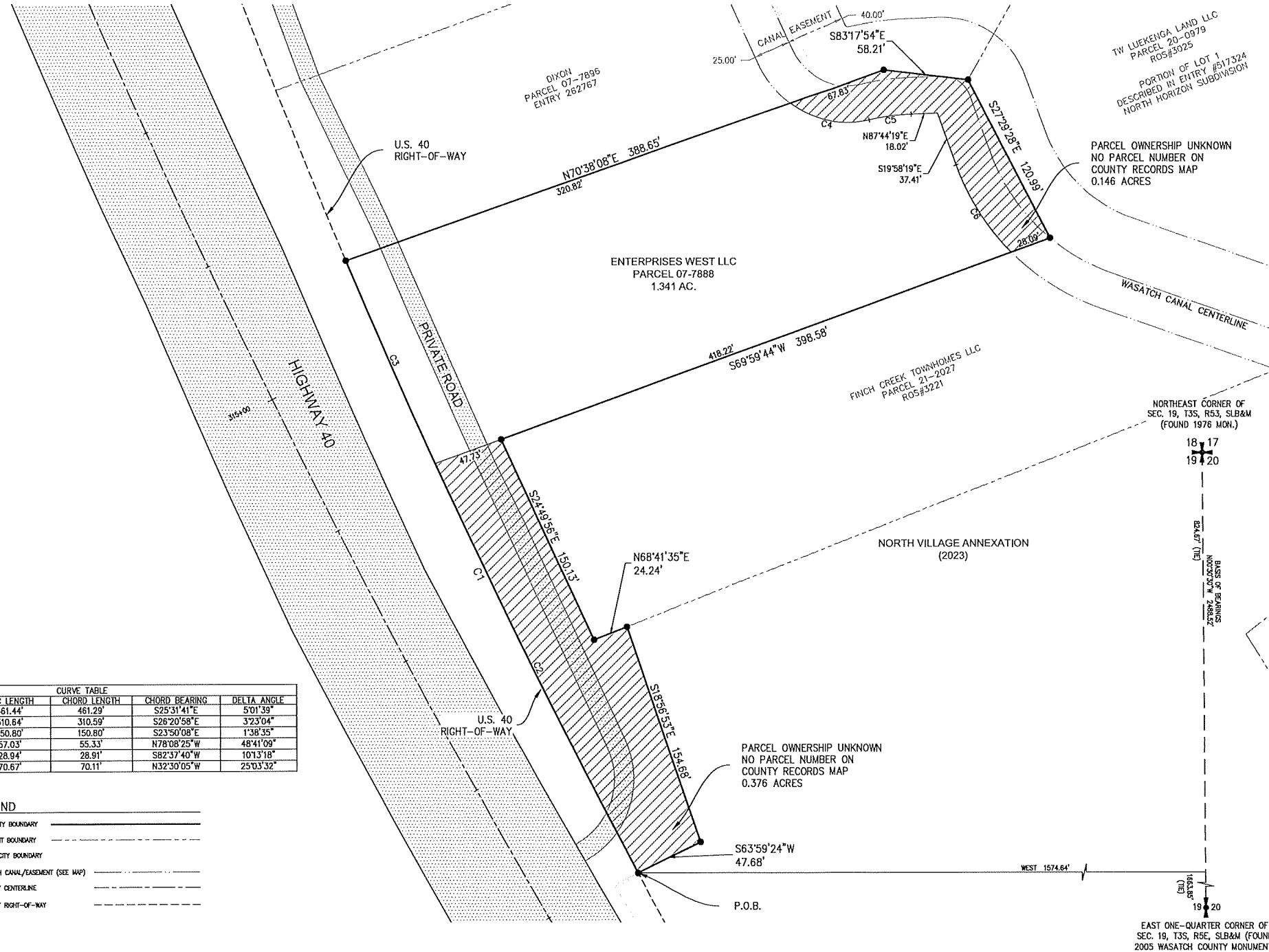
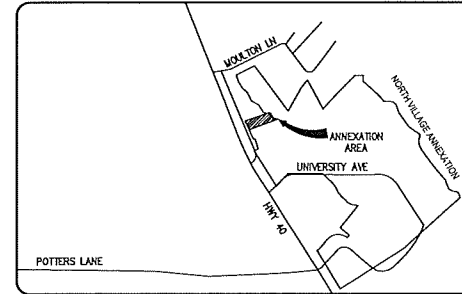
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EXHIBIT A: ANNEXATION MAP



BUSH ANNEXATION
HEBER CITY, UTAH
LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3
SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

VICINITY MAP



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	5258.78'	461.44'	461.29'	S25°31'41"E
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C6	161.59'	70.67'	70.11'	N32°30'05"W

LEGEND

PROPERTY BOUNDARY	—————
ADJACENT BOUNDARY	- - - - -
HEBER CITY BOUNDARY	—————
WASATCH CANAL/EASEMENT (SEE MAP)	—————
HIGHWAY CENTERLINE	—————
HIGHWAY RIGHT-OF-WAY	—————

SURVEYOR'S CERTIFICATE

- I, BRIAN BALLS, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 334532-2201) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:
- THIS PLAT REPRESENTS THE RESULTS OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF GARY BUSH.
- THE LAND SURVEYED LIES WITHIN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, AND THE SURVEY WAS COMPLETED DURING DECEMBER 2023.
- THIS PLAT COMPLES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH TITLE 17, CHAPTER 23, PARAGRAPH 20, OF THE UTAH CODE.
- THE MONUMENTS DEPICTED AS FOUND AND/OR SET ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

BRIAN BALLS
PROFESSIONAL LAND SURVEYOR

SURVEYOR'S SEAL

BOUNDARY LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES SOUTH 00°30'30" EAST 824.67 FEET AND WEST 1574.64 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING AT THE CURRENT HEBER CITY BOUNDARY ACCORDING TO THE NORTH VILLAGE ANNEXATION (ENTRY NO. 530700) AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 40;

SAID POINT OF BEGINNING BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5,258.78 FEET AND FROM WHICH POINT A RADIAL LINE BEARS N61°57'30"E; THENCE 461.44 FEET ALONG SAID CURVE AND SAID HIGHWAY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 05°01'39", WITH A CHORD BEARING AND DISTANCE OF N25°31'41"W 461.29 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N70°38'08"E 388.65 FEET TO SAID HEBER CITY BOUNDARY; THENCE ALONG SAID HEBER CITY BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) S83°17'54"E 58.21 FEET, (2) S27°29'28"E 120.99 FEET, (3) S69°59'44"W 398.58 FEET, (4) S24°49'56"E 150.13 FEET, (5) N68°41'35"E 24.24 FEET, (6) S18°56'53"E 154.68 FEET, (7) S63°59'24"W 47.68 FEET TO THE POINT OF BEGINNING.

PARCELS (3) CONTAIN 1.863 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 00°30'30" WEST 2488.52 FEET BETWEEN THE EAST ONE-QUARTER CORNER AND NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN IN CONFORMANCE WITH UTAH STATE PLANE COORDINATE 1983 CENTRAL ZONE BEARINGS.

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS ANNEXATION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON THIS ____ DAY OF ____, 20__.

MAYOR _____

CLERK-RECORDER _____

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF ____, 20__, BY THE PLANNING COMMISSION OF HEBER CITY.

CHAIRMAN, PLANNING COMMISSION _____

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM THIS ____ DAY OF ____, 20__.

ROS # _____

COUNTY SURVEYOR _____

WASATCH COUNTY RECORDER

ENTRY # _____ DATE: _____ TIME: _____

FEE: _____ BOOK: _____ PAGE: _____ FOR: _____

BY WASATCH COUNTY RECORDER MARGY M. MURRAY

PROJECT
23006547
SHEET
1 OF 1

BUSH ANNEXATION
HEBER CITY, UTAH
LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 19,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

LOCATED IN THE NORTHEAST 1/4
OF SECTION 19, TOWNSHIP 3
SOUTH, RANGE 5 EAST, SL&M
WASATCH COUNTY, UTAH

DRAWN BY:
SMT
REVIEWED BY:
BMB
ISSUE DATE:
05/16/2024



DEPARTMENT © 2024
ATWELL GROUP, INC.
IT IS A VIOLATION OF LAW FOR ANY PERSON
OTHER THAN THE SURVEYOR TO ALTER OR
REPRODUCE THIS PLAT OR ANY PART THEREOF.
IF ANY SUCH VIOLATION IS DETECTED, THE
PLAT SHALL BE CONSIDERED VOID AND THE
PLAT SHALL BE REJECTED BY THE COUNTY CLERK
OF THE COUNTY OF WASATCH.

EXHIBIT B: PROPERTY DEEDS



Ent 335826 Bk 0966 Pg 1894-1897
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2008 MAY 16 12:16pm Fee 20.00 JP
FOR COALITION TITLE AGENCY, INC.
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:

Name: Grantee
Address: P.O. Box 113
Park City UT 84060

17657

WARRANTY DEED

(Individual Form)

David Pegelow, **GRANTOR**, hereby **CONVEY(S) AND WARRANT(S)** to

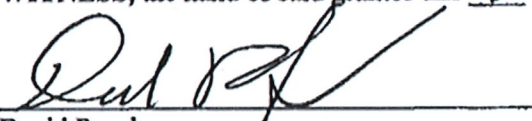
Enterprises West, L.L.C., A Utah Limited Liability Company,

GRANTEE for the sum of Ten dollars and other good and valuable consideration, the following tract(s) of land in Wasatch County, State of Utah described as follows:

See "Exhibit A" attached hereto

Subject to easements, restrictions and rights of way currently of record and general property taxes for the year and thereafter,

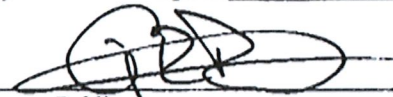
WITNESS, the hand of said grantor this 15 day of ^{May}~~April~~, 2008.


David Pegelow

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 13 day of ^{MAY}~~April~~, 2008, by David Pegelow

My commission expires 9/6/2010. Witness my hand and official seal.



Notary Public:

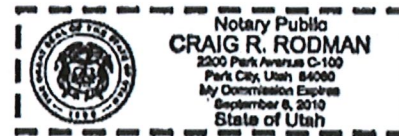


Exhibit A

File Number: 17657

BEGINNING AT A POINT WHICH IS 575 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, IN TOWNSHIP 3 SOUTH OF RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 73°15' WEST 375 FEET; THENCE NORTH 27°30' WEST 150 FEET; THENCE NORTH 73°15' EAST 401 FEET; THENCE SOUTH 26°30' EAST 48 FEET; THENCE SOUTH 60°30' EAST 35 FEET; THENCE SOUTH TO THE PLACE OF BEGINNING.

ALSO THE TRACT: BEGINNING AT A POINT WHICH IS 575 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, IN TOWNSHIP 3 SOUTH OF RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN; THENCE NORTH 73° EAST 115 FEET; THENCE NORTH 60°30' WEST 112 FEET; THENCE SOUTH 114 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

ALL THAT PORTION OF THE DENNIS K. ARCHER AND DIANE O. ARCHER PROPERTY, SITUATE IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) OF SECTION NINETEEN (19), TOWNSHIP THREE (3) SOUTH, RANGE FIVE (5) EAST, SALT LAKE BASE AND MERIDIAN, INCLUDED WITHIN A STRIP OF LAND TWENTY-FIVE (25.00) FEET WIDE, TWENTY-FIVE (25.00) FEET RIGHT OR WESTERLY (AND ALL THAT PORTION LEFT OR EASTERLY) FROM THE CENTER LINE OF THE WASATCH CANAL, FROM STATION 93+20 TO 95+13:

BEGINNING AT A POINT IN THE CENTERLINE OF THE WASATCH CANAL (STATION 93+20), AS SAID CENTERLINE IS DEPICTED ON THE ATTACHED EXHIBIT A (ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF), WHICH POINT IS TWO HUNDRED EIGHTY-NINE AND SIXTY-TWO HUNDREDTHS (289.62) FEET SOUTH AND FOURTEEN HUNDRED EIGHTEEN AND FORTY-NINE HUNDREDTHS (1418.49) FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19) (BRASS CAP SET 1976); THENCE SOUTHEASTERLY THREE AND EIGHTY-FOUR HUNDREDTHS (3.84) FEET ALONG THE ARC OF A FORTY-TWO AND ELEVEN HUNDREDTHS (42.11) FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 80°25'03" EAST THREE AND EIGHTY-FOUR HUNDREDTHS)(3.84) FEET TO THE POINT OF REVERSE CURVATURE OF A ONE HUNDRED EIGHTY SEVEN AND TWENTY-FOUR HUNDREDTHS (187.24) FOOT CURVE; THENCE EASTERLY THIRTY-THREE AND FORTY HUNDREDTHS (33.40) FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 88°01'33" EAST, TWENTY-ONE AND SIXTY-SEVEN HUNDREDTHS (21.67) FEET TO THE POINT OF TANGENCY OF A TWENTY (20.00) FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY TWENTY-

File Number: 17657
Coalition Title Agency, Inc
Warranty Deed - (Individual)
Page 3 of 4



Ent 335826 Bk 0966 Pg 1897

FIVE AND TWENTY-THREE HUNDREDTHS (25.23) FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 19°41'05" EAST, FORTY-ONE AND SIX HUNDREDTHS (41.06) FEET TO THE POINT OF TANGENCY OF A ONE HUNDRED THIRTY-SIX AND FIFTY-NINE HUNDREDTHS (136.59) FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY SIXTY-SEVEN AND FORTY-FIVE HUNDREDTHS (67.45) FEET ALONG THE ARC OF SAID CURVE TO A POINT (STATION 95+13) TWELVE HUNDRED EIGHTY-NINE AND FORTY-TWO HUNDREDTHS (1289.42) FEET WEST AND THREE HUNDRED NINETY-ONE AND FORTY-NINE HUNDREDTHS (391.49) FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19)(BRASS CAP SET 1976).

ALSO LESS AND EXCEPTING ANY PORTION LYING WITHIN HIGHWAY 40.

(Tax Serial No. OWC-0541)

Together with 1.526 Shares of Stock in the Wasatch Irrigation Company

EXHIBIT C: VALUE & ACREAGE

7. Land values and acreage within the annexation are as follows:

a. Total acreage within annexation:	<u>1.863</u>	
b. Total private property acreage within annexation:	<u>1.863</u>	
c. Petitioner's acreage within annexation:	<u>1.341</u>	<u>72.0</u> % % of Total Private Area
d. Total Assessed Land Value within annexation:	<u>\$225,800</u>	
e. Petitioner's Assessed Land Value within annexation	<u>\$225,800</u>	<u>100</u> % % of Total Value

Property Value & Acreage Within Annexation Area				
Name	Parcel ID	Acres	Value	Petitioner (yes/no)
Enterprises West, L.L.C.	07-7888	1.341	\$225,800	Yes
Unknown Parcel	Unknown Parcel	0.146	\$0	No
Unknown Parcel	Unknown Parcel	0.376	\$0	No
Totals		1.863 acres	\$225,800	
Private Property Total		1.863 acres	\$225,800	
Petitioner Totals		1.863 acres	\$225,000	
Petitioner Percent of Private Total		51% min Actual: 72.0%	1/3 min Actual: 100%	



EXHIBIT D: PROPERTY TAX NOTICES



Wasatch County Treasurer
25 North Main Heber City, Utah 84032
Office Hours Are 8:00 A.M. To 5:00 P.M.
(Closed November 10, 23 & 24 2023)
Telephone (435) 657-3217
PAYMENT DUE UPON RECEIPT
PENALTY ADDED AFTER NOV 30, 2023

2023 Tax Notice

Parcel Number **00-0007-7888**
Back Taxes - Separate Check Required
NO BACK TAXES OUTSTANDING
Tax District
016 - NORTH VILLAG SPECIAL SRVC DIST
Mortgage Company
NO REQUESTING COMPANY

*****AUTO**SCH 5-DIGIT 84060 AA 174 1/1 02 12
00-0007-7888 / OWC-0641-0-019-035
ENTERPRISES WEST LLC
PO BOX 113
PARK CITY UT 84060-0111

Partial Property Description

BEG 575 FT S OF NE CORNW 1/4 SEC 19 T3S R5E
SLM S 73°15'W 375 FT, N 27°30'W 150 FT, N 73°15'E

Property Type	Acres/Count	Market Value	Taxable Value	Tax Amount
LAND SECONDARY (2)	1.43	225,800	225,800	1,950.23
Total Property Value & Taxes		1.43	225,800	1,950.23

* * Values are a detailed listing of greenbelt classifications. This listing is provided for informational purposes only.

THIS OFFICE WILL NOT BE RESPONSIBLE IF YOU PAY ON PROPERTY OTHER THAN YOUR OWN.

TAXES HEREIN ENUMERATED FOR THE CURRENT YEAR ARE DUE AND PAYABLE IN OUR OFFICE. LAST NOTICE REQUIRED BY LAW.

Taxing Unit/Entities - Budget Hearing Date, Time & Location

Tax Rate Tax Amount

10 COUNTY GENERAL FUND		0.000970	219.03
12 COUNTY LOCAL AAC		0.000113	25.52
15 COUNTY BONDS		0.000021	4.74
17 MULTI COUNTY AAC		0.000015	3.39
19 BASIC ST SCHOOL LEVY		0.001405	317.47
20 WASATCH CO SCHOOL DIST	8/16/2023 6:30 PM BOARD ROOM 101 E 200 N HEBER CITY	0.004700	1,061.26
21 SCHOOL DIST BOND		0.000251	56.68
23 HEALTH		0.000054	12.19
24 CHARTER SCHOOL LEVY		0.000034	7.68
30 WASATCH COUNTY FIRE DISTRICT		0.000422	95.29
32 PARK & REC GENERAL	12/12/2023 6:00 PM 25 N MAIN STREET HEBER CITY	0.000156	35.68
72 LIBRARY		0.000093	21.00
90 CENTRAL UT WATER CONSERVANCY	8/21/2023 6:00 PM COUNCIL HEADQUARTERS 1405 E 750 N CREMUT	0.000400	90.32
		0.008637	1,950.23

Prepayments Abatements Total Tax Due

PAY ONLINE AT www.wasatch.utah.gov

Payments Are Due Before November 30th

Postmark Accepted

FACTS ON BACK OF THIS NOTICE

KEEP ABOVE PORTION FOR YOUR RECORDS. DETACH ENTIRE BOTTOM PORTION AND RETURN WITH PAYMENT. BRING COMPLETE NOTICE WHEN PAYING IN PERSON.

REQUEST FOR CHANGE OF MAILING ADDRESS

NAME _____
ADDRESS _____
CITY & STATE _____
ZIP CODE _____ PHONE # _____

PARCEL NUMBER: 00-0007-7888

I hereby swear that I am entitled to receive property tax notices on this parcel. Any false statements or omissions are punishable under Utah law by a fine and/or imprisonment.

Authorized Signature _____ Date _____
If you are interested in making prepayments during 2024 for next year's property taxes, please mark below. A coupon booklet will be sent to you Feb 2024.
(No additional fees will be charged.)

☐ YES! I am interested in making prepayments for 2024.

TOTAL DUE **1,950.23**
PENALTIES APPLY AFTER
NOVEMBER 30, 2023

Make checks payable to: WASATCH COUNTY TREASURER
25 North Main
Heber City, Utah 84032

Cash mailed at taxpayer risk. Your cancelled check is your receipt.
To ensure proper credit, please write the parcel number(s) on your check.
Refunds will be issued upon request after January 31, 2024.

2023 THIS STUB MUST ACCOMPANY PAYMENT

00-0007-7888





EXHIBIT E: LIST OF ALL PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET OF ANNEXATION

PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET				
Name	Street Address	City	State	Zip
FINCH CREEK TOWNHOMES LLC	1113 S 500 W	BOUNTIFUL	UT	84010-8144
DIXON, MICHAEL	3840 N HIGHWAY 40	HEBER CITY	UT	84032-3800
WARDELL, SAMUEL ALAN AND WARDELL, THERESA (JT)	PO BOX 661	HEBER CITY	UT	84032-0661
HEIL, ROGER	PO BOX 1111	VIRGINIA CITY	NV	89440-1111
WASATCH COUNTY	25 N MAIN ST	HEBER CITY	UT	84032-1827
RW LUEKENG LAND LLC	136 S 500 E	LINDON	UT	84042-2211
DENSONOCK LLC	3333 N HWY 40	HEBER CITY	UT	84032-3936
CLAIMJUMPER HOTEL	1915 E LAIRD DR	SALT LAKE CITY	UT	84108-1822
NORTH VILLAGE PROPERTIES	3135 S RICHMOND ST	SALT LAKE CITY	UT	84106-3053

EXHIBIT F: VICINITY MAP

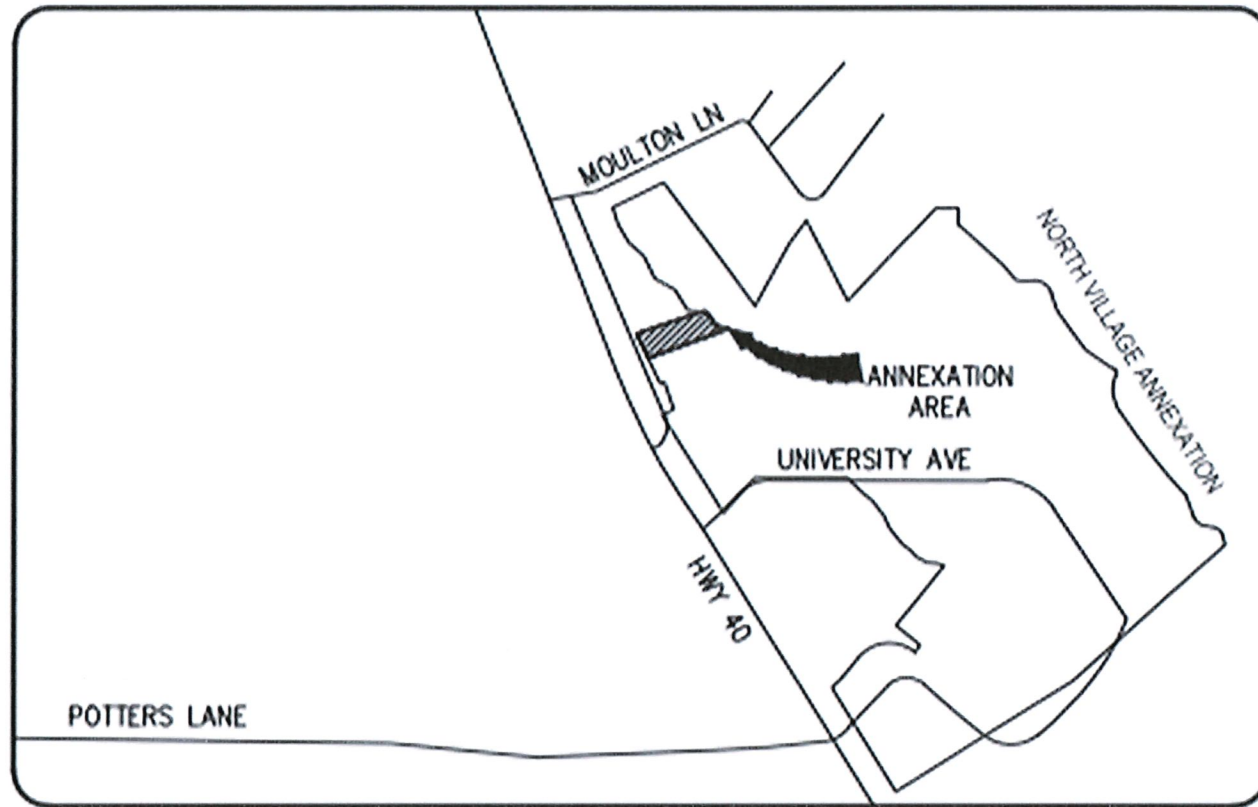
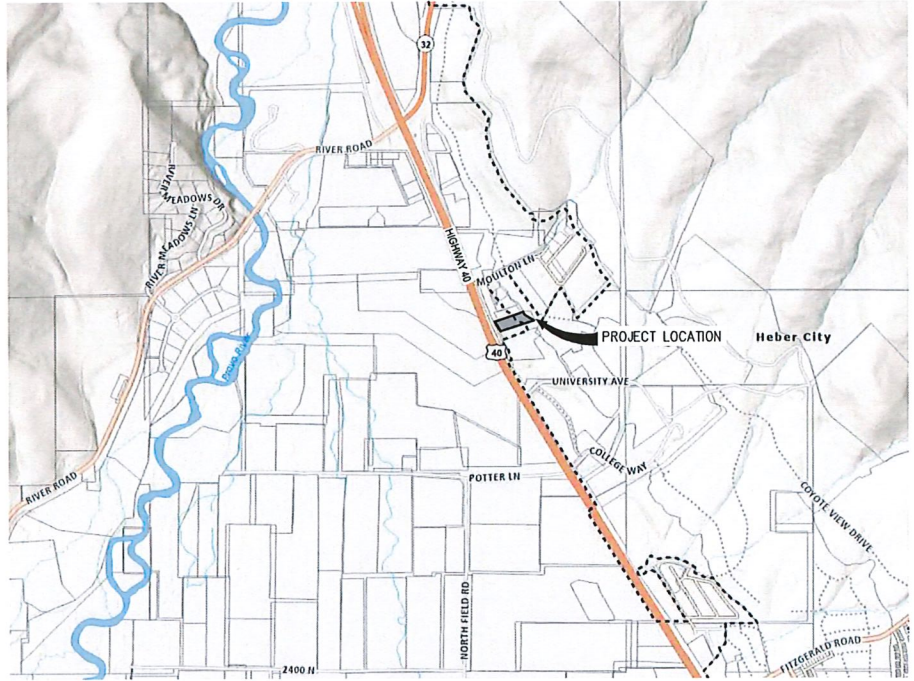
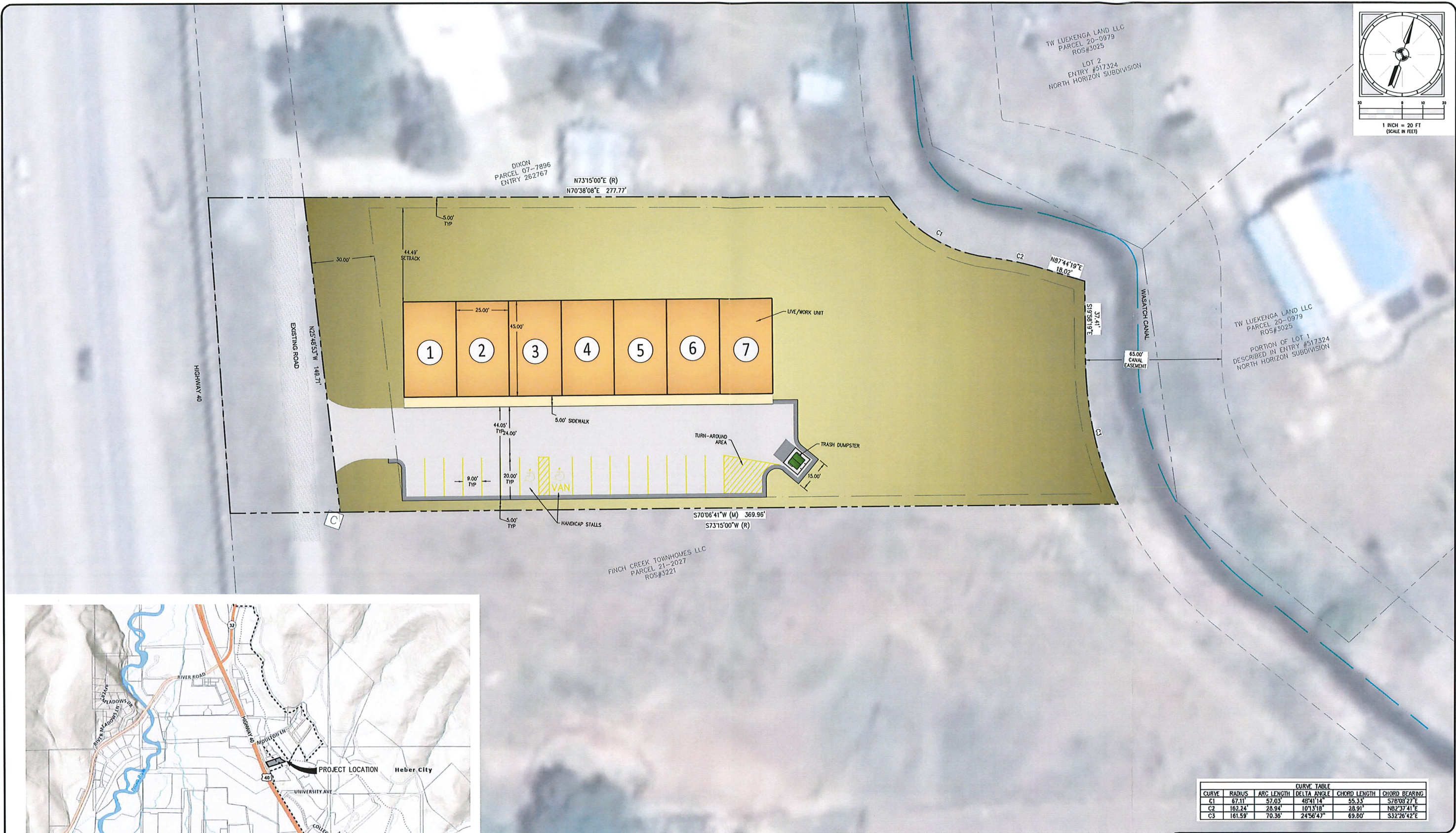


EXHIBIT G: CONCEPT PLAN



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	67.11'	57.03'	48°11'4"	55.33'	S78°03'27"E
C2	162.24'	28.94'	10°13'18"	28.91'	N82°37'41"E
C3	161.59'	70.36'	24°56'47"	69.80'	S32°26'42"E

SITE TABULATIONS			
PRODUCT TYPE	SINGLE FAMILY		
TOTAL ACREAGE	1.176 ACRES		
PROJECTED ERU'S	7		
	S.F.	ACREAGE	PERCENTAGE
BUILDINGS	7875	0.18	15.30%
OPEN SPACE	33374	0.77	65.47%
HARD SURFACE	10023	0.23	19.23%

PROJECT INFORMATION
PARCEL NO: 07-7888
PARCEL ACREA: 1.176 AC
NVOZ LAND USE: NEIGHBORHOOD WITH OPEN SPACE (NOS)
USE: LIVE/WORK UNITS
DENSITY:
25' X 45' LIVE/WORK UNITS
REGULAR 6
ACCESSIBLE 1
TOTAL 7
BUILDING TYP: MIXED-USE
MINIMUM SIDE & REAR SETBACK: 5'

PROJECT
23008547

SHEET
1 OF 1

ISSUE DATE
3/21/2024

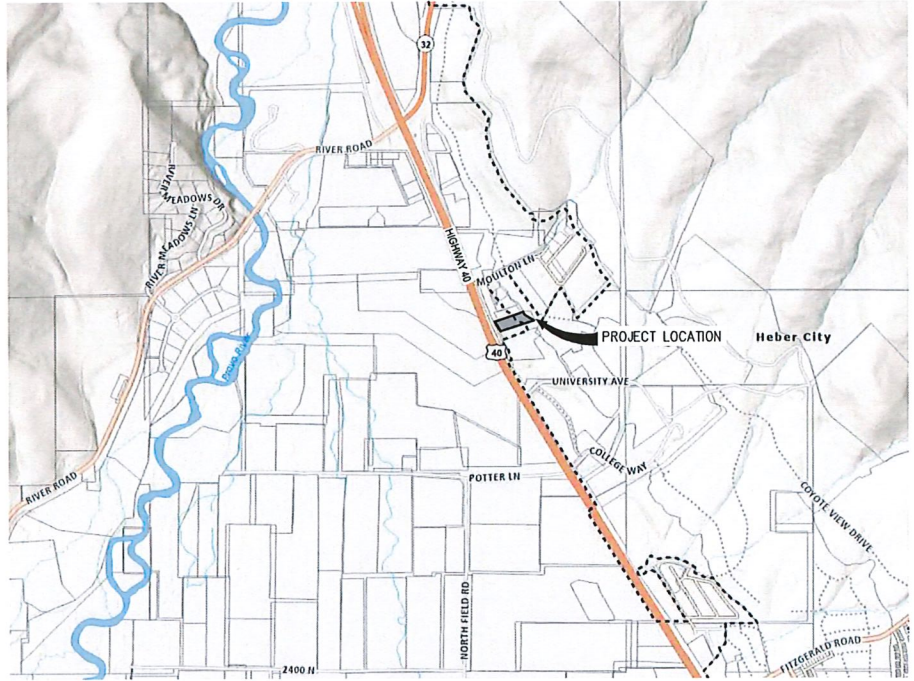
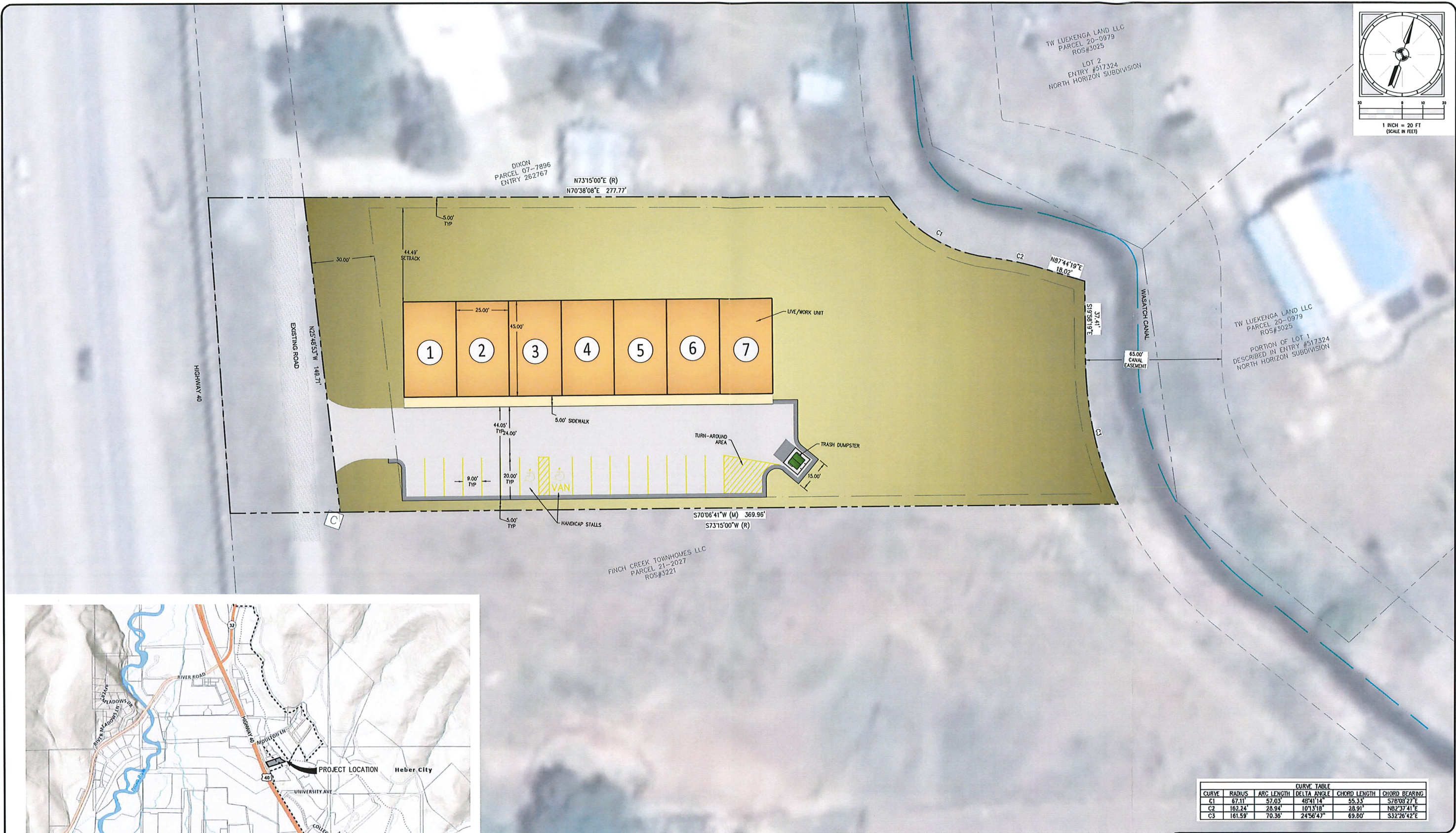
ATWELL

866.850.4200 www.atwell-group.com
55 WEST CENTER • P.O. BOX 136 HEBER CITY, UTAH 84032
P. 435-654-9229 • F. 435-654-9232

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ATWELL-GROUP, LLC.

DRAWING ALTERATION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR, TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY USER WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND DEDICATED DESCRIPTION OF THE ALTERATIONS.



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	67.11'	57.03'	48°11'4"	55.33'	S78°03'27"E
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OPEN SPACE	33374	0.77	65.47%
HARD SURFACE	10023	0.23	19.23%

PROJECT INFORMATION
PARCEL NO: 07-7888
PARCEL ACREA: 1.176 AC
NVOZ LAND USE: NEIGHBORHOOD WITH OPEN SPACE (NOS)
USE: LIVE/WORK UNITS
DENSITY:
25' X 45' LIVE/WORK UNITS
REGULAR 6
ACCESSIBLE 1
TOTAL 7
BUILDING TYP: MIXED-USE
MINIMUM SIDE & REAR SETBACK: 5'

BUSH PROPERTY SITE EXHIBIT

PROJECT
23008547

SHEET
1 OF 1

ISSUE DATE
3/21/2024

866.850.4200 www.atwell-group.com
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P. 435-654-9229 • F. 435-654-9232

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DRAWING ALTERATION
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SURVEYOR TO ALTER ANY ITEM ON THIS
DOCUMENT IN ANY WAY. ANY USER WHO
ALTERS THIS DOCUMENT IS REQUIRED BY
LAW TO NOTIFY THEIR DEAL AND THE
NOTIFYING PARTIES BY FOLLOWING BY THE
SIGNATURE AND PRINTED DESCRIPTION OF
THE ALTERATIONS.

Effective 5/3/2023**10-2-418 Annexation of an island or peninsula without a petition -- Notice -- Hearing.**

- (1) As used in Subsection (2)(b)(ii), for purposes of an annexation conducted in accordance with this section of an area located within a county of the first class, "municipal-type services" does not include a service provided by a municipality pursuant to a contract that the municipality has with another political subdivision as "political subdivision" is defined in Section 17B-1-102.
- (2) Notwithstanding Subsection 10-2-402(2), a municipality may annex an unincorporated area under this section without an annexation petition if:
 - (a) for an unincorporated area within the expansion area of more than one municipality, each municipality agrees to the annexation; and
 - (b)
 - (i)
 - (A) the area to be annexed consists of one or more unincorporated islands within or unincorporated peninsulas contiguous to the municipality;
 - (B) the majority of each island or peninsula consists of residential or commercial development;
 - (C) the area proposed for annexation requires the delivery of municipal-type services; and
 - (D) the municipality has provided most or all of the municipal-type services to the area for more than one year;
 - (ii)
 - (A) the area to be annexed consists of one or more unincorporated islands within or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and
 - (B) the municipality has provided one or more municipal-type services to the area for at least one year;
 - (iii) the area consists of:
 - (A) an unincorporated island within or an unincorporated peninsula contiguous to the municipality; and
 - (B) for an area outside of the county of the first class proposed for annexation, no more than 50 acres; or
 - (iv)
 - (A) the area to be annexed consists only of one or more unincorporated islands in a county of the second class;
 - (B) the area to be annexed is located in the expansion area of a municipality; and
 - (C) the county legislative body in which the municipality is located provides notice to each property owner within the area to be annexed that the county legislative body will hold a public hearing, no less than 15 days after the day on which the county legislative body provides the notice, and may make a recommendation of annexation to the municipality whose expansion area includes the area to be annexed after the public hearing.
- (3) Notwithstanding Subsection 10-2-402(1)(b)(iii), a municipality may annex a portion of an unincorporated island or unincorporated peninsula under this section, leaving unincorporated the remainder of the unincorporated island or unincorporated peninsula, if:
 - (a) in adopting the resolution under Subsection (5)(a) the municipal legislative body determines that not annexing the entire unincorporated island or unincorporated peninsula is in the municipality's best interest; and
 - (b) for an annexation of one or more unincorporated islands under Subsection (2)(b), the entire island of unincorporated area, of which a portion is being annexed, complies with the requirement of Subsection (2)(b)(ii) relating to the number of residents.

- (4)
- (a) This Subsection (4) applies only to an annexation within a county of the first class.
 - (b) A county of the first class shall agree to an annexation if the majority of private property owners within the area to be annexed give written consent to the annexation, in accordance with Subsection (4)(d), to the recorder of the annexing municipality.
 - (c) For purposes of Subsection (4)(b), the majority of private property owners is property owners who own:
 - (i) the majority of the total private land area within the area proposed for annexation; and
 - (ii) private real property equal to at least 1/2 the value of private real property within the area proposed for annexation.
 - (d) A property owner consenting to annexation shall indicate the property owner's consent on a form which includes language in substantially the following form:

"Notice: If this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of [name of annexing municipality]. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(d)."
 - (e) A private property owner may withdraw the property owner's signature indicating consent by submitting a signed, written withdrawal with the recorder or clerk no later than the close of the public hearing held in accordance with Subsection (5)(b).
- (5) The legislative body of each municipality intending to annex an area under this section shall:
- (a) adopt a resolution indicating the municipal legislative body's intent to annex the area, describing the area proposed to be annexed; and
 - (b) hold a public hearing on the proposed annexation no earlier than 30 days after the adoption of the resolution described in Subsection (5)(a).
- (6) A legislative body described in Subsection (5) shall provide notice of a public hearing described in Subsection (5)(b):
- (a) for at least three weeks before the day of the public hearing, for the municipality and the area proposed for annexation, as a class B notice under Section 63G-30-102; and
 - (b) by sending written notice to:
 - (i) the board of each special district and special service district whose boundaries contain some or all of the area proposed for annexation; and
 - (ii) the legislative body of the county in which the area proposed for annexation is located.
- (7) The legislative body of the annexing municipality shall ensure that:
- (a) each notice described in Subsection (6):
 - (i) states that the municipal legislative body has adopted a resolution indicating the municipality's intent to annex the area proposed for annexation;
 - (ii) states the date, time, and place of the public hearing described in Subsection (5)(b);
 - (iii) describes the area proposed for annexation; and
 - (iv) except for an annexation that meets the requirements of Subsection (8)(b) or (c), states in conspicuous and plain terms that the municipal legislative body will annex the area unless, at or before the public hearing described in Subsection (5)(b), written protests to the annexation are filed by the owners of private real property that:
 - (A) is located within the area proposed for annexation;
 - (B) covers a majority of the total private land area within the entire area proposed for annexation; and

- (C) is equal in value to at least 1/2 the value of all private real property within the entire area proposed for annexation; and
- (b) the first publication of the notice described in Subsection (6)(a) occurs within 14 days after the day on which the municipal legislative body adopts a resolution under Subsection (5)(a).
- (8)
- (a) Except as provided in Subsections (8)(b)(i) and (8)(c)(i), upon conclusion of the public hearing described in Subsection (5)(b), the municipal legislative body may adopt an ordinance approving the annexation of the area proposed for annexation under this section unless, at or before the hearing, written protests to the annexation have been filed with the recorder or clerk of the municipality by the owners of private real property that:
- (i) is located within the area proposed for annexation;
 - (ii) covers a majority of the total private land area within the entire area proposed for annexation; and
 - (iii) is equal in value to at least 1/2 the value of all private real property within the entire area proposed for annexation.
- (b)
- (i) Notwithstanding Subsection (8)(a), upon conclusion of the public hearing described in Subsection (5)(b), a municipality may adopt an ordinance approving the annexation of the area proposed for annexation under this section without allowing or considering protests under Subsection (8)(a) if the owners of at least 75% of the total private land area within the entire area proposed for annexation, representing at least 75% of the value of the private real property within the entire area proposed for annexation, have consented in writing to the annexation.
 - (ii) Upon the effective date under Section 10-2-425 of an annexation approved by an ordinance adopted under Subsection (8)(b)(i), the area annexed is conclusively presumed to be validly annexed.
- (c)
- (i) Notwithstanding Subsection (8)(a), upon conclusion of the public hearing described in Subsection (5)(b), a municipality may adopt an ordinance approving the annexation of an area that the county legislative body proposes for annexation under this section without allowing or considering protests under Subsection (8)(a) if the county legislative body has formally recommended annexation to the annexing municipality and has made a formal finding that:
 - (A) the area to be annexed can be more efficiently served by the municipality than by the county;
 - (B) the area to be annexed is not likely to be naturally annexed by the municipality in the future as the result of urban development;
 - (C) annexation of the area is likely to facilitate the consolidation of overlapping functions of local government; and
 - (D) annexation of the area is likely to result in an equitable distribution of community resources and obligations.
 - (ii) The county legislative body may base the finding required in Subsection (8)(c)(i)(B) on:
 - (A) existing development in the area;
 - (B) natural or other conditions that may limit the future development of the area; or
 - (C) other factors that the county legislative body considers relevant.
 - (iii) A county legislative body may make the recommendation for annexation required in Subsection (8)(c)(i) for only a portion of an unincorporated island if, as a result of

information provided at the public hearing, the county legislative body makes a formal finding that it would be equitable to leave a portion of the island unincorporated.

- (iv) If a county legislative body has made a recommendation of annexation under Subsection (8)(c)(i):
 - (A) the relevant municipality is not required to proceed with the recommended annexation; and
 - (B) if the relevant municipality proceeds with annexation, the municipality shall annex the entire area that the county legislative body recommended for annexation.
 - (v) Upon the effective date under Section 10-2-425 of an annexation approved by an ordinance adopted under Subsection (8)(c)(i), the area annexed is conclusively presumed to be validly annexed.
- (9)
- (a) Except as provided in Subsections (8)(b)(i) and (8)(c)(i), if protests are timely filed under Subsection (8)(a), the municipal legislative body may not adopt an ordinance approving the annexation of the area proposed for annexation, and the annexation proceedings under this section shall be considered terminated.
 - (b) Subsection (9)(a) does not prohibit the municipal legislative body from excluding from a proposed annexation under Subsection (2)(b) the property within an unincorporated island regarding which protests have been filed and proceeding under Subsection (3) to annex some or all of the remaining portion of the unincorporated island.

Amended by Chapter 16, 2023 General Session

Amended by Chapter 435, 2023 General Session



Heber City Council Staff Report

MEETING DATE: 6/4/2024
SUBJECT: Smiths Marketplace requests development agreement for proposed signs located at 744 North Highway 40
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

At the May 21 Council Meeting, Smiths Market Place presented a request for a development agreement that would permit the construction of one larger multi-tenant sign in place of additional freestanding tenant signs at the new Smiths Market Place at 744 North Main Street. The request would consolidate what could be up to 6 permitted monument signs per the current sign ordinance on the site into 2 freestanding signs. Smiths has revised the requested sign height to 16 feet, addressed the landscaping area, and modified the agreement to ensure no additional freestanding signs would be constructed on the Smiths parcel or the two adjoining tenant parcels on the corner.

RECOMMENDATION

Staff recommends approval of the proposed development agreement.

BACKGROUND

The petitioner and Council discussed the proposed sign and site design at the last meeting and concluded that 16 feet height would be acceptable, provided the agreement prohibits additional freestanding signs and landscaping is provided around the sign as required by code.

DISCUSSION

The State Code requires that deviations to the City's Zoning Ordinance be processed through a zone change process. On April 23, 2024, the Planning Commission held a public hearing to consider the proposal to increase the permitted sign height and area and forwarded a positive recommendation of approval to the City Council.

FISCAL IMPACT

None.

CONCLUSION

The proposed development agreement is in the public interest as follows.

1. It promotes long-term civic beauty, consistent with the purpose of the sign ordinance, by eliminating the clutter of potential excess freestanding signs on the site from six freestanding signs to only two freestanding signs.
2. The proposed sign height and area ensure tourists can see the sign for a major anchor store at a location where large semi-trucks and fast traffic will pass.
3. The proposed signs are designed to be consistent with the design of the Smiths Market Place building.
4. The sign identifies the name of the development, London Village, which helps patrons rely less on signage and rely more on the development name/location.

Location Requirements

- All signs not attached to a building shall be a minimum horizontal distance of three feet (3') from the public right of way.
- All freestanding signs shall be at least their height in distance from an adjoining side property line.
- Signs that exceed three feet (3') in height from grade may not be placed within the sixty-foot (60') "sight-line" triangle of motorists, defined as the intersection of two streets. For the intersection of a commercial driveway with a street, the clear view triangle is reduced to 30'.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve the item** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the **item** as amended, as follows.

Alternative 3 - Continue

I move to **continue** the **item** to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the **item** with the following findings.

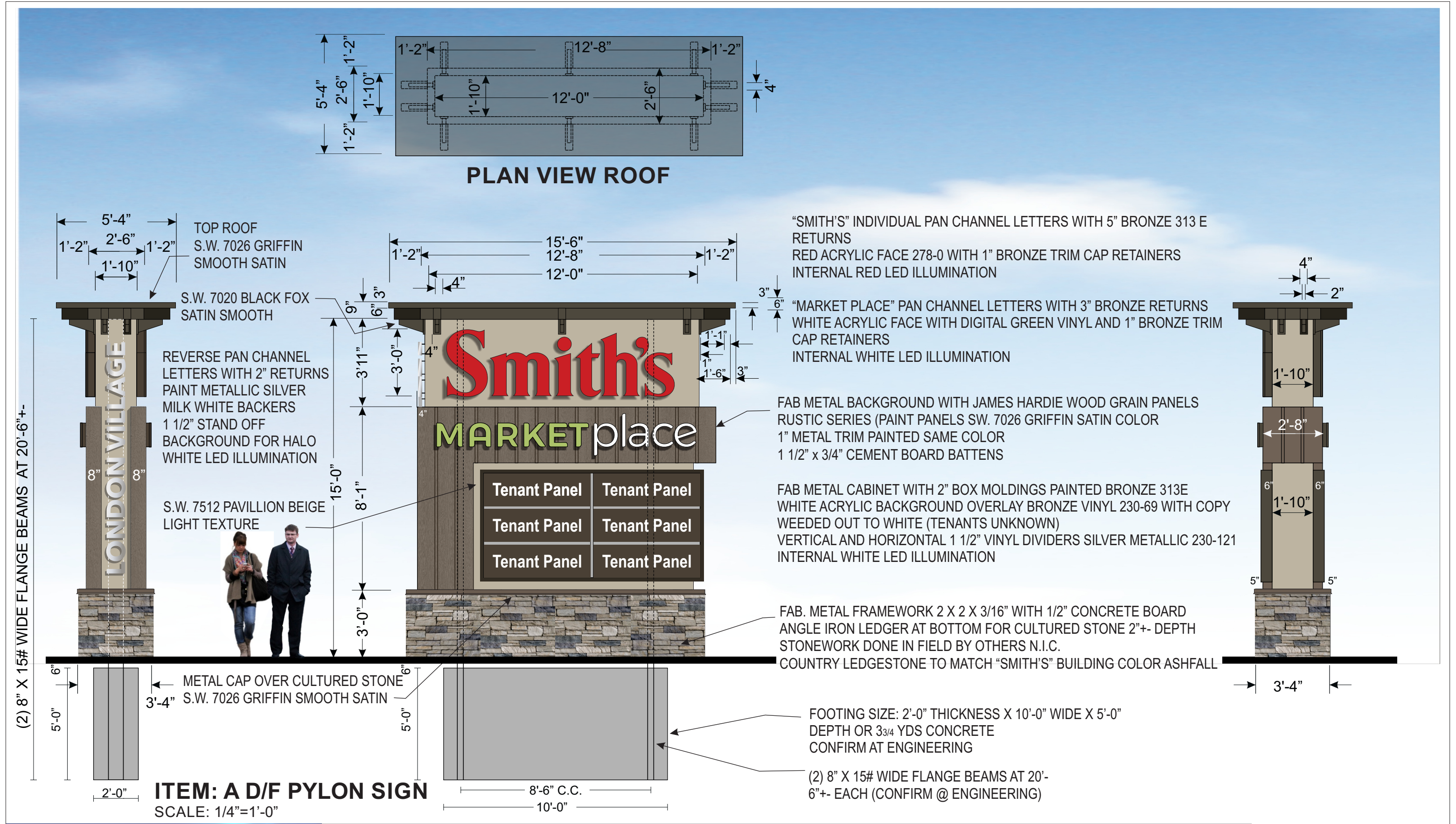
ACCOUNTABILITY

Department: Planning

Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Pylon Sign-15 Ft 05-22-2024
2. Smiths DA for Sign Final JRC - 4865-1133-8947 - 1



 golden west ELECTRICAL SIGN COMPANY <i>"Industry leader in manufacturing and sign service since 1946"</i> www.goldenwestsigns.com	project name & location SMITH'S MARKET PLACE 834 NORTH MAIN ST. HEBER CITY, UTAH	this artwork is produced under federal copyright laws & cannot be reproduced in whole or in part without permission of golden west advertising inc. all photos are to approximate scale.	sales rep bob moore			design number #214
	file name j:\design 2024\Smith's\214 Heber City\Final Pylon Sign Program.cdr manuf. file name j:\design 2024\Smith's\214 Heber City\15 Ft Pylon.plt		authorized signature _____ date approved _____			

PARCEL NOs.: 00-0021-1533; 00-0020-8452; and 00-0021-1532

RECORDING REQUESTED BY:

SMITH'S FOOD & DRUG CENTERS, INC.

WHEN RECORDED, MAIL TO:

SMITH'S FOOD & DRUG CENTERS, INC.

Attention: Nicholas Tompkins, Senior Asset Manager

c/o The Kroger Co.

1014 Vine Street

Cincinnati, Ohio 45202-1100 (Smith's 214)

SPACE ABOVE FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made to be effective as of the 4TH day of June, 2024 (the "Effective Date"), between **FRED MEYER STORES, INC.**, an Ohio corporation, herein called "Smith's", having an address of c/o The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202-1100, Attention: Real Estate (Smith's 214), **NULO, LLC.**, A Utah Limited Liability Company, herein called "NuLo", having an address of 1245 Brickyard Road, Suite 70 Salt Lake City, Utah 84106-2599 Attn: Rob Heywood, and **HEBER CITY**, a political subdivision of the State of Utah, herein called "City," having an address of 75 North Main Street, Heber City, Utah 84032. Smith's, NuLo, and the City are referred to in this agreement collectively as "Parties", and individually as a "Party".

RECITALS

- A. Owners own certain property in Heber City which is described in Exhibit A (the "**Smith's Shopping Center Property**").
- B. City regulates signage to reinforce the character of Heber City, which is defined as a rural community in a setting where views are highly valued, expansive open space is preserved, the historical heritage is a theme, and high-tech lighted signs and extra tall pole signs are contrary to that character.
- C. City amended Heber City Municipal Code Chapter 18.104 North Village Overlay and Mountain Community Signs by Ordinance 2022-04 and 2022-05 on March 09, 2022 and April 5, 2022, respectively to create the current City Sign Code (the "**Sign Code**").
- D. Instead of constructing multiple smaller monument signs, Owners desire to construct two modified signs on the Smith's Shopping Center Property in the location shown on Exhibit C.

A G R E E M E N T

NOW THEREFORE, in consideration of the application fees, covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Sign Code Deviations. City agrees to allow Owners to deviate from Section 18.104.050 Monument/Landscape Signs and construct two monument signs (the “**Approved Signs**”) in the locations shown on Exhibit B. The design and size of the Approved Signs shall be consistent with the Master Sign Plan attached hereto as Exhibit C. The Approved Signs must comply with all lighting and dark sky provisions in Section 18.104.020(I). Owners acknowledge and agree that Owners may install signage on buildings that is consistent with City Code and approved by the City, but Owners shall not be entitled to install any additional monument signs or other signage along or adjacent to Highway 40.
2. Recordation; Binding Effect. The parties agree that Owners, at its cost and expense, shall record this Agreement to evidence the addition of the Master Sign Plan to the Smith’s Shopping Center being subject to this Agreement. The covenants and obligations herein shall run with the land and be binding on the parties, their executors, administrators, successors and assigns.
3. Counterparts. This Agreement may be executed in counterparts, and when assembled, each counterpart shall constitute a full and complete Agreement. As the document is to be recorded, City agrees to provide Owners at least one original inked and notarized signature page.
4. Notices. Any notice which is required, or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (*e.g.*, FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 6.
5. Indemnity. Owners agrees to indemnify, release and defend with counsel of City’s choice, and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys’ fees) of any kind or character to any person or property, to the extent resulting from (i) any intentional or negligent act or omission of Owners or Owners agents, (ii) any intentional or negligent or defective construction of any part of the Master Sign Plan during construction thereof, and (iii) liens or claims on the Declaration Sign by any persons providing materials and/or services related to such Improvements. Notwithstanding anything contained in this Section 7, Owners shall not be

responsible for any claims, damages, expenses or injuries arising from or relating to the negligent or willful acts or omissions of City, its employees, representatives, contractors or agents.

6. Authority and Authorization. City and Owners each hereby represent and warrant that the execution and delivery of this Agreement by Owners and City, respectively, and the performance of the terms hereof by Owners, have been duly authorized through proper entity action, and upon full execution hereof, this Agreement will be binding on and enforceable against City and Owners. City hereby represents and warrants to Owners that the execution and delivery of this Agreement on the part of City by its Mayor and the performance of the terms hereof by City, have been duly authorized by the governing body of City and, upon full execution hereof, this Agreement will be binding on and enforceable against City.

7. Future Action. Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Owners performance of its obligations hereunder, Owners shall have the vested right to develop the Owners property and no such future exercise of the police power will disparately impact Owners in relation to the general public and/or other developers of commercial property in City or materially alter the terms of this Agreement to the detriment of Owners.

8. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other Party shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

9. Miscellaneous. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld. This Agreement (including the Exhibits) contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event either party hereto commences legal action against the other to enforce its rights hereunder, the prevailing party in such legal action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action. Should any part of this Agreement be declared invalid or unenforceable, the remaining part of the Agreement shall remain valid and enforceable. This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

(signature pages to follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement as of the Effective Date.

FRED MEYER STORES, INC.,
an Ohio corporation

By: _____
Name: _____
Its: _____

STATE OF OHIO)

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, _____, of Fred Meyer Stores, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

My commission expires:

NULO, LLC.,
a Utah Limited Liability Company

By: _____
Name: _____
Its: _____

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by
_____, _____, of NuLo, LLC., a Utah Limited
Liability Company, on behalf of the company.

Notary Public

My commission expires:

HEBER CITY,
a political subdivision of the State of Utah

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

Before me, the undersigned authority, on this day personally appeared _____, as _____, of Heber City, a political subdivision of the State of Utah, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as authorized to act on behalf of Heber City.

Given under my hand and seal of office on this ____ day of _____, 2024.

Notary Public
Notary's name printed:

My Commission Expires:

EXHIBIT A: LEGAL DESCRIPTION

PARCEL 00-0021-1532

A part of the Northwest Quarter of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian in Wasatch County, Utah: Beginning at a point on the Easterly Line of State Highway 40 as it exists on the ground at 75.00 foot half-width at approx. Highway Station 188+17.76 located 724.01 feet North 89°31'24" East along the Section Line; and 1722.99 feet South 0°28'36" East from an existing Wasatch County Monument found marking the Northwest Corner of said Section 32; and running thence North 16°34'49" East 257.03 feet along said Easterly Line of the Highway; thence North 61°58'47" East 28.22 feet; thence South 87°25'11" East 182.43 feet; thence North 75°48'21" East 29.03 feet; thence South 1°06'00" West 277.08 feet; thence North 87°30'17" West 84.14 feet; thence North 80°35'48" West 31.85 feet; thence North 87°03'24" West 188.10 feet to the Easterly Line of said State Highway and the point of beginning.

PARCEL 00-0020-8452

A part of the Northwest Quarter of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian in Wasatch County, Utah: Beginning at a point on the Easterly Line of State Highway 40 as it exists on the ground at 75.00 foot half-width at approx. Highway Station 188+17.76 located 724.01 feet North 89°31'24" East along the Section Line; and 1722.99 feet South 0°28'36" East from an existing Wasatch County Monument found marking the Northwest Corner of said Section 32; and running thence South 87°03'24" East 188.10 feet; thence South 80°35'48" East 31.85 feet; thence South

87°30'17" East 84.14 feet; thence South 1°06'00" West 205.07 feet; thence North 88°51'39" West 55.52 feet to a point of tangency; thence Southwesterly along the arc of a 266.42 foot radius curve to the left a distance of 43.17 feet (Central Angle equals 9°17'02" and Long Chord bears South 86°29'49" West 43.12 feet) to a point of reverse curvature; thence Southwesterly along the arc of a 233.58 foot radius curve to the right a distance of 37.85 feet (Central Angle equals 9°17'04" and Long Chord bears South 86°29'50" West 37.81 feet) to a point of tangency; thence North 88°51'38" West 116.03 feet to a point of curvature; thence Northwesterly along the arc of a 180.00 foot radius curve to the right a distance of 64.28 feet (Central Angle equals 20°27'41" and Long Chord bears North 78°37'47" West 63.94 feet) to a point of tangency; thence North 68°23'56" West 45.87 feet to the Easterly Line of said State Highway; thence North 16°34'49" East 204.09 feet along said Easterly Line to the point of beginning.

PARCEL 00-0021-1533

A part of the Northwest Quarter of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian in Wasatch County, Utah: Beginning at a point on an existing boundary line agreement of record on the Easterly Line of State Highway 40 as it exists on the ground at 75.00 foot half-width at approx. Highway Station 185+42.14 located 643.16 feet North 89°31'24" East along the Section Line; and 1986.49 feet South 0°28'36" East from an existing Wasatch County Monument found marking the Northwest Corner of said Section 32; and running thence North 16°34'49" East 71.53 feet along said Easterly Line of the Highway; thence South 68°23'56" East 45.87 feet to a point of curvature; thence Southeasterly along the arc of a 180.00 foot radius curve to the left a distance of 64.28 feet (Central Angle equals 20°27'41" and Long Chord bears South 78°37'47" East 63.94 feet) to a point of tangency; thence South 88°51'38" East 116.03 feet to a point of curvature; thence Northeasterly along the arc of a 233.58 foot radius curve to the left a distance of 37.85 feet (Central Angle equals 9°17'04" and Long Chord bears North 86°29'50" East 37.81 feet) to a point of reverse curvature; thence Northeasterly along the arc of a 266.42 foot radius curve to the right a distance of 43.17 feet (Central Angle equals 9°17'02" and Long Chord bears North 86°29'49" East 43.12 feet) to a point of tangency; thence South 88°51'39" East 55.52 feet; thence North 1°06'00" East 482.15 feet; thence North 75°48'21" East 17.33 feet; thence Northeasterly along the arc of an 867.00 foot radius curve to the left a distance of 179.65 feet (Center bears North 2°05'31" West, Central Angle equals 11°52'19" and Long Chord bears North 81°58'19" East 179.32 feet) to a point of tangency; thence North 76°02'10" East 173.19 feet to a point of curvature; thence Northeasterly along the arc of a 651.00 foot radius curve to the right a distance of 171.16 feet (Central Angle equals 15°03'50" and Long Chord bears North 83°34'05" East 170.67 feet) to a point of tangency; thence South 88°54'00" East 254.70 feet; thence South 1°06'00" West 416.50 feet to a point of curvature; thence Southeasterly along the arc of a 30.00 foot radius curve to the left a distance of 24.08 feet (Central Angle equals 45°59'51" and Long Chord bears South 21°53'55" East 23.44 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 100.00 foot radius curve to the right a distance of 80.28 feet (Central Angle equals 45°59'51" and Long Chord bears South 21°53'55" East 78.14 feet) to a point of tangency; thence South 1°06'00" West 119.35 feet to a point on an existing boundary line agreement of record as monumented by an existing boundary line fence; thence along said existing boundary line the following four courses: North 89°26'11" West 135.90 feet; North 88°54'25" West 608.59 feet; North 88°36'09" West 187.12 feet; and North 89°02'38" West 270.19 feet to the Easterly Line of the State Highway and the point of beginning.

EXHIBIT B: SITE PLAN

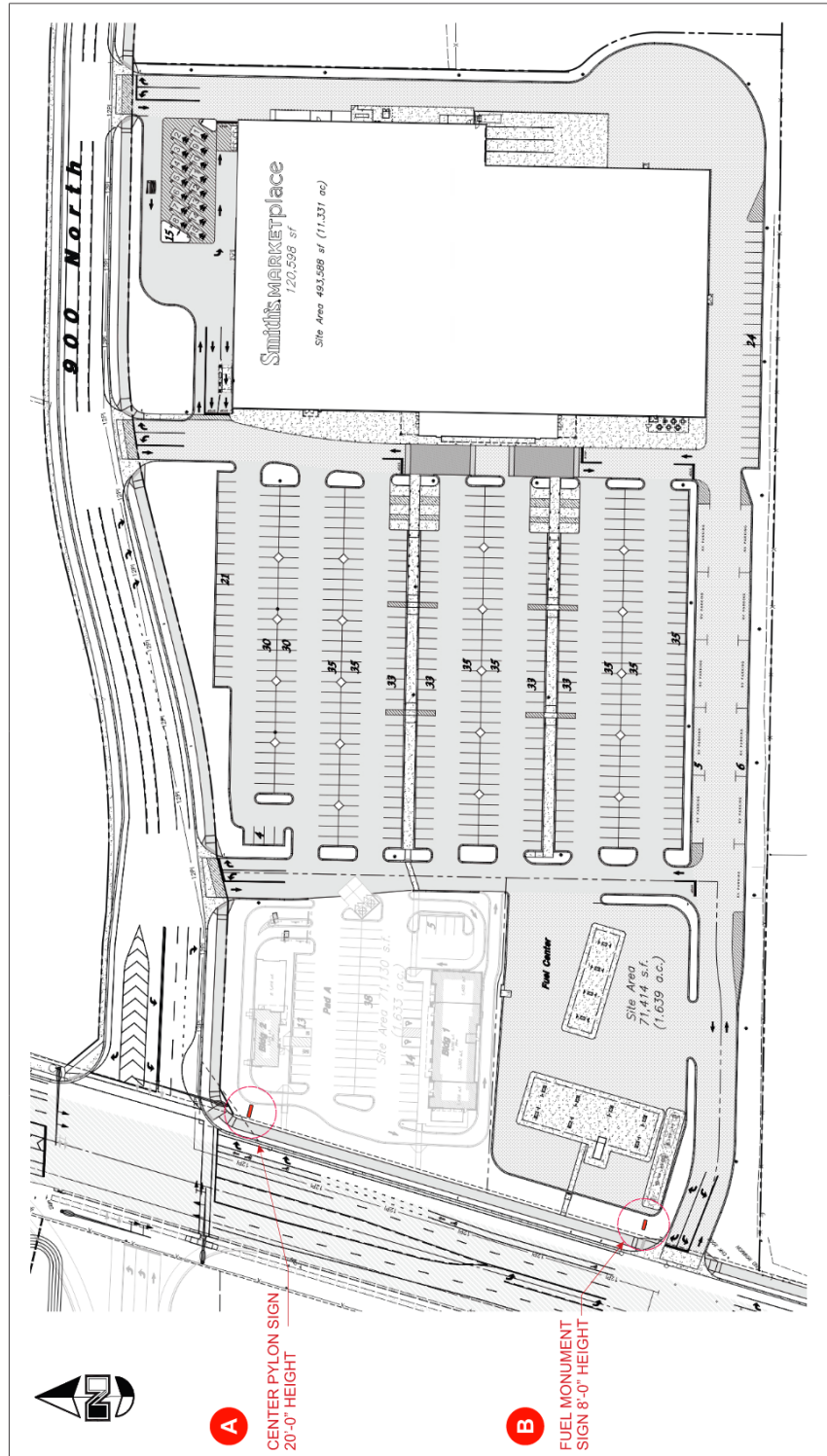


EXHIBIT C: SIGNS

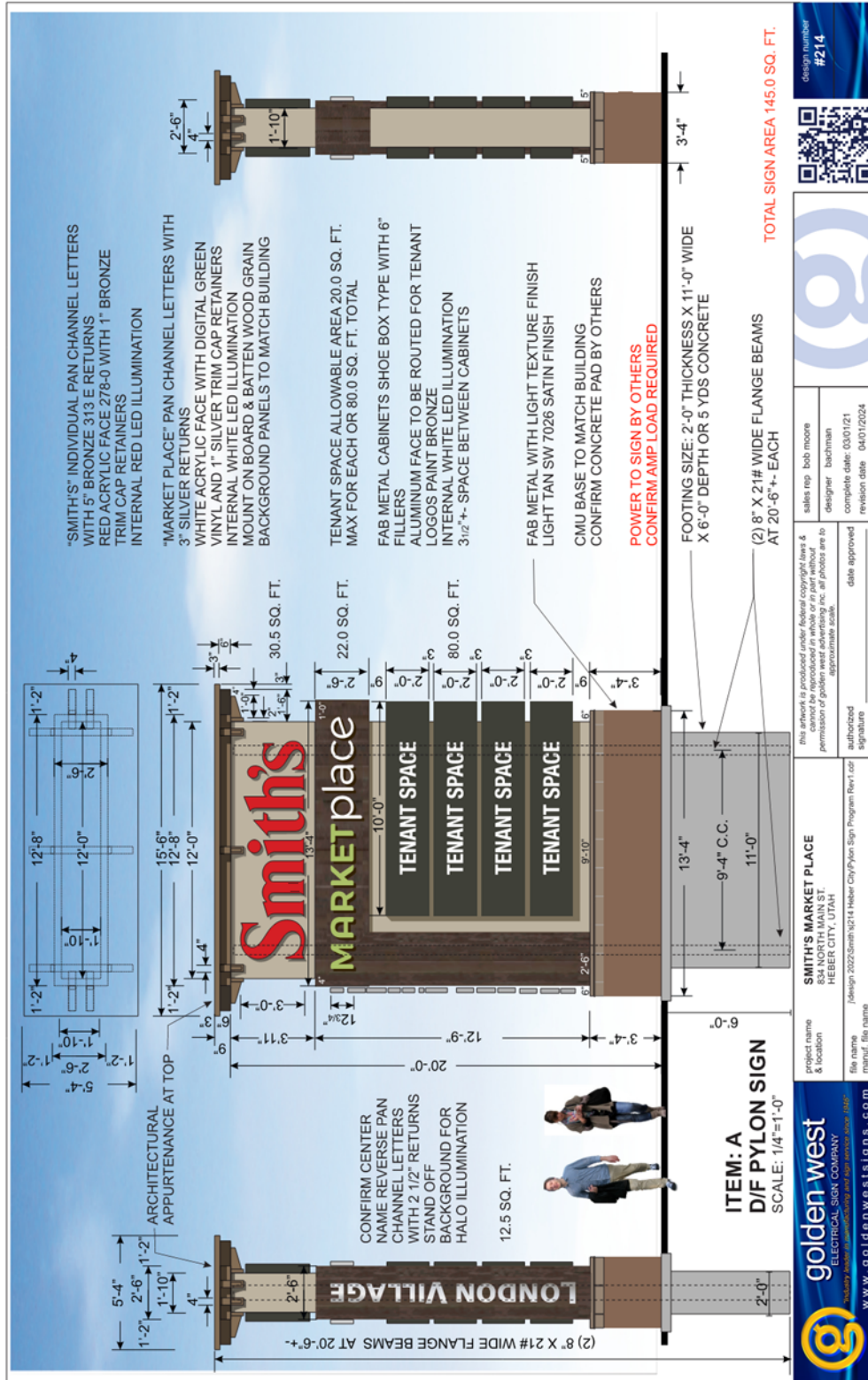
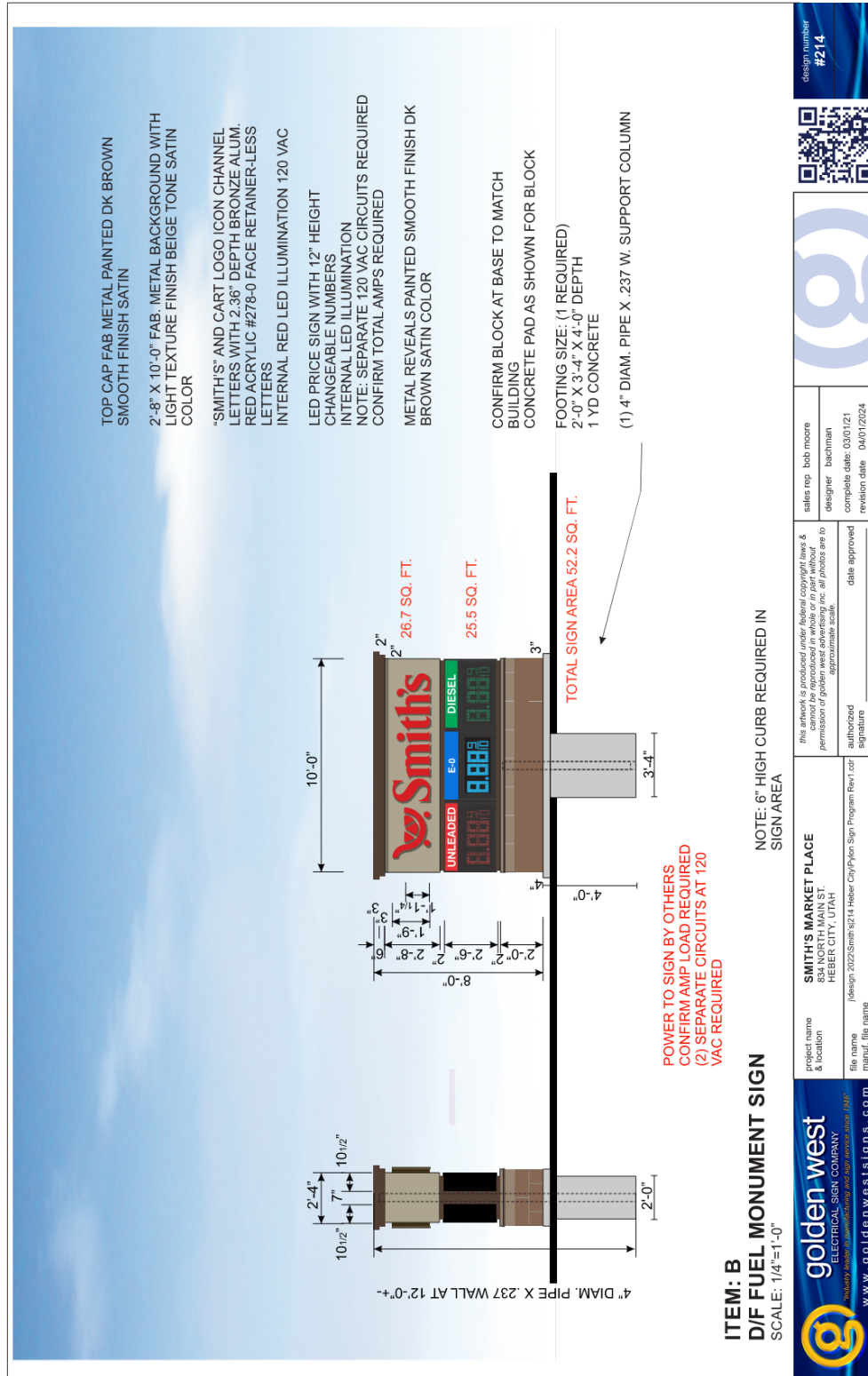


EXHIBIT C (Continued)



Heber City Council Staff Report

MEETING DATE: 6/4/2024

SUBJECT: Agreement for Jardine-Lythgoe to serve as General Contractor for Cemetery Admin Building Construction

RESPONSIBLE: Mark Rounds, Matt Brower

DEPARTMENT: Administrative

STRATEGIC RELEVANCE: Community Vibrancy/City Council Policy and Budget Priority for FY '23, '24 and '25

SUMMARY

The Heber City Council established as a budget and policy priority in FY's '23, '24, and '25 the design and construction of a new Cemetery Administration Building and Columbariums in the Heber City Cemetery. The City received four proposals in late March '24, in response to a request for proposals (RFP), that exceeded the City's project budget of \$2,500,000.

During a subsequent Council meeting held May 21, 2024, the project architect and apparent low bidder presented a list of value engineering ideas to reduce project costs and staff presented a strategy for funding the project at a higher cost by leveraging two interfund payables (i.e. loans). Staff was instructed to negotiate the necessary agreements with the apparent low bidder and draft the necessary paperwork for the interfund payables.

This agenda item is to seek the Council's approval of an agreement with Jardine Malaska Construction Services LLC for the construction of the Heber City Cemetery Administration Building, Court-yard and Columbariums in an amount of \$4,041,457.

RECOMMENDATION

Staff is seeking the Council's approval of an agreement with Jardine Malaska Construction Services LLC to serve as the General Contractor for completing the Heber City Cemetery Administration Building, Court-Yard and Columbariums in an amount of \$4,041,457.

BACKGROUND

Heber City recently received four bids from general contractors for the construction of a 2,700 sq. ft. administration building and two columbariums at the Heber Cemetery. The purpose of the building is

to support parks and cemetery department functions (i.e. administration, arrangement, and storage) as the existing building is no longer adequately sized to meet the growing work demands of the department. Additionally, the new building is intended to provide much needed arrangement space for cemetery customers seeking to purchase a cemetery plot or niche.

The apparent low bidder submitted a bid that was approximately \$2M more than the project budget of \$2.5M. The table below shows the bid for each of the four project bidders.

Bid Tabulation Bid Schedule A - Heber City Cemetery Administration Building, Courtyard, and Columbarium									
		Jardine Lythgoe Joint Venture		Kier		Stout Construction		Paulsen Construction	
ITEM		Cost	Notes	Cost	Notes	Cost	Notes	Cost	Notes
CSI #	CSI Name								
00 00 00	Procurement & Contract Requirements	\$ 93,943.00	8 clarification notes added to bid	\$ 307,363.00		\$ 433,139.00		\$ 587,759.00	This is Bonds, Insurance and Markup
01 00 00	General Requirements	\$ 281,829.00		\$ 387,631.00		\$ 382,742.00		\$ 512,657.00	
02 00 00	Existing Conditions	\$ -		\$ 667,813.00		\$ 1,096,404.00		\$ 914,010.00	
03 00 00	Concrete	\$ 1,322,823.00		\$ 384,610.00		\$ 422,120.00	Includes Site Demo, Earthwork, Utilities, Exterior Improvements, and Roofing	\$ 583,773.00	
04 00 00	Masonry	\$ 739,880.00		\$ 1,852,675.00		\$ 1,223,049.00	Includes Precast Columbarium Niche	\$ 1,141,675.00	
05 00 00	Metals	\$ 62,351.00		\$ 90,839.00		\$ 46,593.00		\$ 38,170.00	
06 00 00	Wood, Plastics, and Composites	\$ 277,784.00		\$ 350,604.00		\$ 409,747.00		\$ 464,860.00	
07 00 00	Thermal & Moisture Protection	\$ 119,072.00		\$ 172,891.00		\$ 137,701.00		\$ 167,607.00	
08 00 00	Openings	\$ 130,999.00		\$ 115,518.00		\$ 126,691.00		\$ 317,143.00	
09 00 00	Finishes	\$ 154,409.00		\$ 167,584.00		\$ 199,281.00		\$ 262,890.00	
10 00 00	Specialties	\$ 8,983.00		\$ 16,395.00		\$ 15,871.00		\$ 19,325.00	
11 00 00	Equipment	\$ 1,575.00		\$ -	Excluded	\$ -		\$ 648,000.00	Columbarium quote from Larkin
12 00 00	Furnishings	\$ -		\$ -	Excluded	\$ -	cabinets are combined with fresh carpentry	\$ 9,000.00	
13 00 00	Special Construction	\$ -		\$ -	Excluded	\$ -		\$ -	
14 00 00	Conveying Equipment (NA)	\$ -		\$ -	Excluded	\$ -		\$ -	
21 00 00	Fire Suppression	\$ 52,495.00		\$ 49,995.00		\$ 54,388.00		\$ 42,925.00	
22 00 00	Plumbing	\$ 108,733.00		\$ 114,868.00		\$ 122,093.00		\$ 104,868.00	
23 00 00	Heating, Ventilating, & Air Conditioning (HVAC)	\$ 36,383.00		\$ 38,846.00		\$ 37,750.00		\$ 35,346.00	
25 00 00	Integrated Automation	\$ -		\$ -	Excluded	\$ -		\$ -	in electrical
26 00 00	Electrical	\$ 160,917.00		\$ 187,889.00	Lighting Allowance \$30,000 See Clarifications	\$ 312,775.00		\$ 183,502.00	
27 00 00	Communications	\$ -		\$ -	Excluded	\$ -	included in Electrical Scope	\$ -	in electrical
Additional	Safety Security Systems	\$ -		\$ -		\$ -		\$ -	
	Earthwork	\$ 400,253.00							
	Exterior Improvements	\$ 247,905.00		\$ -		\$ -		\$ -	
	Utilities	Incid in 31		\$ -		\$ -		\$ -	
	OH&P	\$ 444,967.00		\$ -		\$ -		\$ -	
BID TOTAL		\$4,645,300		\$4,905,521.00		\$ 5,020,344.00		\$6,033,510.00	

Delta: \$2,145,300 \$2,405,521 \$2,520,344 \$3,533,510

Note: Staff intends to interview bidding firms to better understand numbers



During a subsequent meeting, the project architect and apparent lower bidder (Jardine Malaska Construction Services LLC) reviewed a list of value engineering ideas to reduce overall project cost. The council reviewed the list and identified those ideas they felt could be supported (refer to attachment containing value engineering list reviewed during the May 21, Council meeting).

It's also important to note that the City's Public Works Department and Cemetery/Parks Department will jointly complete the extension of the water line from 900 N. and the sewer line from 550 E to the project site. These costs and the cost of repaving the cemetery road are not included in the \$4,041,457 construction budget.

DISCUSSION

At the time of the drafting of this staff report, staff was finalizing its review of all bid documents, conducting background checks and finalizing terms of the agreement. Staff anticipate this due diligent work to be completed by Monday afternoon, June 3, 2024.

Agreement

75 N Main Street
Heber City, UT 84032

Phone: 435-657-0757
Fax: 435-657-2543

heberut.gov

The City intends to utilize an American Institute of Architects (AIA) agreement to define the contractual relationship between the City and the General Contractor. These documents have been finely tuned and embraced by the industry to the point that they are now widely recognized as the industry standard.

The three AIA contract documents the City hopes to utilize for the Heber City Cemetery Administration Building, Courty-Yard and Columbariums project are as follows:

- 1) AIA A101-2017-Standard Form of Agreement between Owner (i.e. City) and Contractor (i.e. Jardene Malaska Construction Services LLC).
- 2) AIA 101 Exhibit A-2017 Insurance and Bonds Exhibit
- 3) AIA A201-2017 General Conditions of the Contract for Construction

These three documents have been reviewed by legal and include the scope of work that the Contractor shall fully execute and complete. The City's project team will consist of Matt Brower, Mark Rounds, and Curt Davis. The Project Architect, Lane Lythgoe, is also under contract on an hourly basis to assist staff in reviews of contractor payment invoices and address key project questions.

Funding

The list of value engineering ideas reviewed and agreed to by Council during the May 21, 2024 meeting, would reduce Jardene Malaska Construction's bid from \$4,645,300 to \$4,041,457, a reduction of \$603,843.

The City's initial project budget was \$2.5 M--utilizing revenues from the City's General Capital Project's Fund 42. Two additional funding sources were identified to cover the increased delta in project costs. Those funding sources included Fund 71 and 48, utilizing interfund payables.

Funding Sources:

Fund 42-Capital Projects Fund:	\$2,500,000 (initial Project Budget)
Fund 42-Capital Projects Fund:	\$250,000 (additional Fund 42 resources)
Fund 71: Cemetery Perpetual Care Fund:	\$800,000
Fund 48: Transportation Tax Fund:	\$500,000
Total:	\$4,050,000

As proposed above, Funds 48 and 71 would loan Fund 42 \$1,300,000 to complete the project. The loans would be established as interfund payables with interest, which would be approved by the City Council, via resolution, during the June 18, 2024 Council meeting. The interfund payables resolution will require a public hearing prior to its adoption--due to the advertising requirements for the public hearing, the public hearing and adoption of the interfund payables resolution will take place on June 18. The funding strategy requires pledging \$2,500,000 in projected niche sales for repayment of the interfund payables from Funds 48 and 71. Niche revenues in excess of the interfund payables would be dedicated to Fund 71, which is estimated to be \$1,200,000. This estimate would increase the Perpetual Care Fund reserve to \$2,000,000, which is \$1,200,000 above the current reserve estimate of \$800,000.

Its important to understand that the \$2,500,000 in niche sales may take numerous years to

achieve. This may result in lengthy interfund payable terms and/or interfund payables that have to be amended with reserves from different funds in order to provide sufficient float time to pay off the initial interfund payables.

It was also suggested that Park Impact Fees be leveraged to fund a portion of the Parks Administration Building. This is not a viable alternative unless the Parks Impact Fees are updated to include the Administration Building project. This exercise is likely to take 5 or 6 months.

FISCAL IMPACT

Total estimated construction costs sum to \$4,041,457.

CONCLUSION

Although projected costs are nearly \$1,500,000 over the initial project budget of \$2,500,000, a funding strategy has been identified to fund the project at this time. Council has identified nearly \$600,000 in value engineering ideas that will be incorporated into the project's design. If the Council is interested in moving this project forward at this time, the agreement with Jardne Malaska Construction Services LLC needs to be approved. The interfund payables resolution will come forward for Council approval on June 18, 2024. This resolution will have to be approved to fully fund the project.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

1. 1 - A101-2017 - Working Draft - 001 (10) 530243
2. 2 - A101ExhibitA-2017 - Working Draft - 001 53024
3. 3 - A201-2017 - Working Draft - 001 053024
4. Cemetery - Final Cost Savings Worksheet 5-22-24
5. 5 - ITN
6. 6 - Jardine Lythgoe Bid

DRAFT AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 28th day of May in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Heber City Corporation
75 N. Main Street
Telephone Number: 435-657-7885

and the Contractor:
(Name, legal status, address and other information)

Jardine Malaska Construction Services LLC
445 N 1100 W
Centerville, UT 84014

for the following Project:
(Name, location and detailed description)

Heber Cemetery Administration Building, Courtyard and Columbarium
Heber City, Utah 84032

The Architect:
(Name, legal status, address and other information)

Lane Lythgoe
370 S. Main Street
Heber City, Utah 84032
Telephone Number: 435-654-4064

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than Three Hundred and Sixty Five (365) calendar days from the date of commencement of

the Work.

By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$ 4,041,457, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: N/A

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the month.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect, or City's project manager, may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Ten Percent (10%)

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »An amount equal to the estimated cost for completing punch list items.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Three percent (3%)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »Heber City Administrative Law Judge

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Matt Brower
75 N. Main Street
Heber, UT 84032
Telephone Number: 435-657-7885
Email Address: mbrower@heberut.gov

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Kevin Jardine, President
445 N 1100 W
Centerville, UT 84014

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- 9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«Contractor's Bid; Invitation to Bid/Instructions to Bidders and Sample Forms; Cost Savings Recommendations dated May 21, 2024 »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Matt Brower, City Manager»
(Printed name and title)

CONTRACTOR (Signature)

« Kevin Jardine, President »« »
(Printed name and title)

DRAFT AIA® Document A101® – 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

«Heber City Cemetery Administration Building, Court-Yard and Columbariums »
«680 N 550 E »

THE OWNER:
(Name, legal status and address)

«Heber City Corporation- »« Municipal Corporation »
«75 N. Main, Heber, UT, 84032 »

THE CONTRACTOR:
(Name, legal status and address)

«Jardine Malaska Construction Services-»«LLC »
«445 N 1100 W, Centerville, UT 84014 »

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ ☐

- [☐] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ ☐

- [☐] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ ☐

- [☐] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ ☐

- [☐] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ ☐

- [☐] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ ☐

- [☐] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance; including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

☐ ☐

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
----------	--------

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than **«three million»** (\$ **«3,000,000»**) each occurrence, **«five million»** (\$ **«5,000,000-»**) general aggregate, and **«five million»** (\$ **«5,000,000»**) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «five million» (\$ «5,000,000») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «five million» (\$ «5,000,000») each accident, «one million» (\$ «1,000,000») each employee, and «five million» (\$ «5,000,000») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [« »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

- [« »] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
----------	--------

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$4,041,457
Performance Bond	\$4,401,457

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

DRAFT AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Heber City Cemetery Administration Building, Court-Yard and Columbariums »
«690 N. 550 E. »

THE OWNER:

(Name, legal status and address)

«Heber City Corporation, »«Municipal Corporation »
«75 N. Main, Heber, UT, 84032 »

THE ARCHITECT:

(Name, legal status and address)

«Jardine Malaska Construction Services »«LLC- »
«445 N 1100 W, Centerville, UT 84014 »

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a Separate Contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

DRAFT

Jardine Lythgoe Joint Venture

Heber City Cemetery - Admin Building & Columbarium

Cost Savings Recommendations

May 21, 2024

Note: Amounts shown are estimates and are subject to change upon further definition and direction of work scope. Under cost-plus-fee agreement, all budget adjustments will be fully transparent and subject to review and approval by Owner.

	Description	Trades	Notes	Estimated Savings Amount	Selections made in City Council Mtg 21May24
1	Replace ICF with Concrete Walls	Delete ICF, Concrete Sub standard Concrete Walls	At Admin Bldg. perimeter walls and columbarium 4' walls	56,600	56,600
2	Replace ICF above Grade Walls with Eng. Wood Framing	Delete ICF, Wood Framing	LSL Eng. Studs with	47,400	47,400
3	Replace Struct masonry at Columbarium to Eng. Wood framing and face brick	Reduce Masonry, Add Wood Framing	Includes alternate sheathing, finishes	15,000	
4	Reduce courtyard steps from 3 to 1	Reduce Concrete, Excavation		12,000	
5	Change Interstate product to modular Brick	Masonry	Standard or King (8" or 10" vs 16")	30,000	
6	Change wood shakes to quality asphalt	Roofer	Presidential Asphalt	30,000	
7	Delete Retention Basin	Excavation Contractor	Basin, Sump, Contech box	41,392	41,392
8	Delete Asphalt Pavement	Paving Contractor	gravel Lot only	35,000	
9	Delete Parking Lot	Grading / Paving Credits	Possibly increase drop off zone	132,500	132,500
10	Reduce Columbarium Units to 1 side	Larkin	Install 1 side now, balance when needed	273,000	273,000
11	Reduce Columbarium Units to 4 sections	Larkin	Order 4 sections only, color variation?	-	
12	Reduced OH&P	Jardine Lythgoe	Based on 11.9% contract reduction	52,951	52,951
				TOTAL	603,843
				Original Bid	4,645,300
				Revised Price with Selected Savings	4,041,457

**DOCUMENT 00030
INVITATION TO BID**

Owner: Heber City Corporation

Address: 75 North Main, Heber, Utah 84032

Project: **HEBER CITY CEMETERY ADMINISTRATION BUILDING, COURT-YARD AND COLUMBARIUMS**

SEALED BIDS for the Construction of the **Heber City Cemetery Administration Building to be located in the Heber City Cemetery at 680 N 550 E** will be received by Heber City at 75 North Main, Heber, Utah until **Noon, MDST, March 25, 2024** and then publicly opened and read aloud. Recommendation for award is anticipated to be presented to the Heber City Council at the next scheduled meeting.

PROJECT DESCRIPTION:

Heber City is intending to construct a new Cemetery Administration Building, Court-yard and two columbarium buildings at the Heber Cemetery. The purpose of the building is to support department functions (i.e. administration, arrangement, and storage) as the existing building is no longer adequately sized to meet the growing work demands of the department. Additionally, the new building is intended to provide much needed arrangement space for cemetery customers seeking to purchase a cemetery plot. The project will also include the construction of two columbariums that will surround an outdoor courtyard. The columbariums are structures designed to hold funeral urns containing cremated remains and will hold a total of 1296 niches.

The design of this project includes character-defining architecture features that convey both its unique purpose and local historic significance. These features reflect the design intent, which was generally to create a local, timeless landmark.



PROJECT DOCUMENTS

A hard copy of the **PROJECT DOCUMENTS**, consisting of Invitation to Bid, Information for Bidders, Information Required of Bidder, Status Verification System Affidavit, Bid, Bid Bond, Certificate of Non-Collusion, Notice of Award, Notice to Proceed, Change Order, Payment Bond, Performance Bond, AIA A101-2017 Standard Form of Agreement between Owner and Contractor (DRAFT), AIA 101 Exhibit A-2017 Insurance and Bonds (DRAFT), AIA A 2021-2017 General Conditions of the Contract for Construction (DRAFT), Construction Documents (consisting of Architectural Drawings, Civil Drawings, Structural Drawings, Mechanical Drawings, Electrical Drawings and Plumbing Drawings), and Addenda, may be examined at the following location:

HEBER CITY HALL, 75 NORTH MAIN, HEBER, UT 84032
Monday through Thursday, 7:30 a.m. to 6 p.m.
(Customer Service Counter)

An electronic copy of the **PROJECT DOCUMENTS** will be made available to interested parties upon receipt of a **Letter of Intent (emailed to Rraines@Heberut.gov)** via an electronic drop box administered by Lythgoe Design Group, the architect for the project.

OVERVIEW OF INVITATION TO BID (ITB) PROCESS:

A. ITB Advertisement

Published: **February 15, 2024**

B. “Letter of Intent”

To: Robin Raines, Deputy City Recorder
Via: Email letter to: Rraines@Heberut.gov
Subject: “List of Interested Parties/Electronic Copy”

C. Site Visit and Pre Bid Meeting

Date: **February 29, 2024 (Noon)**
Address: 680 N. 550 E, Heber, UT.
Meeting Location: Cemetery Services Building—yellow metal building.

D. Bid/Project Questions Due

Deadline: **March 11, 2024 (5:00 p.m.)**
To: Robin Raines, Deputy City Recorder
Via: email questions to Rraines@Heberut.gov
Subject: “Cemetery Adm. Building Questions”

E. Bid Submittal Date

Deadline: **March 25, 2024 (Noon)**

Electronic Submittals

To: Robin Raines, Deputy City Recorder
Via: Email letter to: Rraines@Heberut.gov
Subject: "Heber Cemetery Building Bid Submittal"

Mailed Submittals

Mail To: Heber City
75 North Main; Heber, UT, 84032
For: "Heber Cemetery Building Bid Submittal"
Attn: Robin Raines, Deputy City Recorder

Dropped Off Submittals

Location: 75 North Main; Heber, UT, 84032
Office of Assistant City Recorder Robin Raines
For: "Heber Cemetery Building Bid Submittal"

F. Anticipated Date of Award and Start of Construction Services

Award Approximate April 2, 2024
Notice to Proceed (NTP) Week of April 22, 2024

DOCUMENTS REQUIRED AT BID OPENING

1. Contract Documents 00200 (Information Required of Bidder), 00210 (Status Verification System Affidavit), 00300 (Bid), 00350 (Bid Bond) and 00355 (Certificate of Non-Collusion).
2. Cashier or Certified check or bid bond made payable to Heber City Corporation in an amount equal to at least five percent (5%) of the total amount of the bid. Bid bonds must be underwritten by a Surety Company approved by the U.S. Department of the Treasury (Circular 570, latest edition).

NOTE: If all required documents are not provided, the bid may be disqualified.

Heber City Corporation reserves the right to accept or reject any or all bids, or any part of any bid, including the right to waive any informality in any part of any bid within the best interest of Heber City.

IMPORTANT BID AND PROJECT INFORMATION

Type of Bid: This is a Fixed Cost Bid. The PROJECT DOCUMENTS will contain a bid tabulation sheet (00300) that will require the bidder to break project costs down by key categories.

Firm Info and Information Required of Bidder: When a proposal is made by a firm, the firm name, and also the individual name(s) of the member(s) of the firm must be signed in full.

Information Required of Bidder (form 00200), must also include all info detailed in **Criteria for Selection** below.

Criteria for Selection: Project award will be made based on a number of key elements important to the Owner, including the following:

- 1) **Project Cost:** Price quoted is to be an accurate reflection of what the contractor truly believes it will take to meet the scope of work set forth in the Project Documents.
 - a. Additional consideration will be given to bidders who utilize a single source systems for the following vendors: Interstate Brick and Rocky MT. Vault & Stone. The Designer has specked the desired type of brick and preferred color with Interstate Brick; whereas, Rocky MT. Vault & Stone was used to spec the Columbarium niches.
- 2) **Cost Savings Possibilities/Suggestions**—controlling cost is a critical component to this project. Bidders are encouraged to offer suggestions for reducing project costs. Suggestion may include, but not limited to, more cost effective building materials, improving systems, etc.
- 3) **Suggested Project Timeline:** The timeline will be incorporated into the Standard Form of Agreement between Owner and Contractor (AIA A101-2017).
- 4) **Management and Project Execution Strategy:** Must include overview of philosophy pertaining to project management and Contractor's relationship with the project Owner.
- 5) **Qualifications and Expertise:** Include general overview of organization, list of key people, including the project manager, who will be assigned to oversee the project, and a detailed overview of their relevant experience.
- 6) **Experience, with similar projects, that demonstrates Contractor's ability to deliver.**
 - a. Include detailed list of similar projects and experience working with local governments.
 - b. Information shall include list of most recent 3 to 5 projects, including general project detail and Owner and Designer name and contact info.
 - c. Details for 3 to 5 projects must include 1) initial project budget and final project cost; 2) number of change orders and purpose/cause of changes; 3) explanation of changes in project scope and cost; and 4) strategies for managing and/or reducing project costs.
 - d. Experience with masonry construction and ICF structure systems.
- 7) **Financial statements that demonstrate Contractor's financial health and funds necessary to complete the project.**

After bids are opened, and a determination made that a contract be awarded, the award shall be made to the lowest responsible bidder. "Lowest responsible bidder" shall mean the lowest bidder who has substantially complied with all prescribed requirements, has submitted the bid in good faith, has a history of fully performing work at the bid price, and who has not been disqualified as set forth herein.

Project Building Permit: Heber City will assume responsibility for costs related to acquiring the project building permit, this responsibility includes paying all fees associated with receiving

the building permit. Bids should not include any cost associated acquiring the project building permit. It's expected the building permit for this project will be issued prior to issuance of the Notice to Proceed (NTP).

Project Donation Opportunity: Heber City is willing to recognize meaningful donations made to the project via labor, materials and/or direct donation. Recognition will include name of company on a bronze plaque mounted permanently to the Cemetery Administration Building. Please note in bid any interest in making a donation to the Heber Cemetery Administration Building Project.

Agreement Documents: Heber City intends to use AIA A101-2017 Standard Form of Agreement between Owner and Contractor; AIA 101 Exhibit A-2017 and AIA A201-2017 General Conditions of the Contract for Construction. Drafts of these documents have been included with the Project Documents. Should a Bid be submitted, the Bidder acknowledges and understands the City intends to execute AIA A101-2017 with the bidder making the terms and conditions binding on the Bidder.

Insurance Requirements: These insurance requirements are intended to be included in AIA A101-2017 agreement document.

A.3.2.2. Commercial general liability. \$3 million, \$5 million, \$5 million

A.3.2.3. Automobile liability, - \$5 million

A.3.2.6. Employers' liability insurance. - \$5 million

Owner will acquire a builder's risk policy, and require the Contractor to garner a policy to cover the deductible.

Date: February 2024

Matt Brower
City Manager

DOCUMENT 00100 INFORMATION FOR BIDDERS

SEALED BIDS for the Construction of the **Heber City – Cemetery Administration Building, Courtyard and Columbarium** will be received by Heber City (herein called the “OWNER”) at 75 North Main, Heber, Utah until **Noon, MDST, March 25, 2024** and then publicly opened and read aloud. Recommendation for award will be **presented** to the Heber City Council at the next scheduled meeting.

Each BID must be submitted in a sealed envelope, addressed to the Heber City at 75 North Main, Utah 84032. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Heber City - and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Heber City Office Building, 75 North Main, Heber, Utah 84032.

These instructions are to be considered with and made a part of the contract.

All BIDS must be made on the required BID form. All blank spaces for BID Prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the materials in the BID by examination of the site and a review of the drawings and specifications including Addenda. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the types and quantities of work or of the nature of the work to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by Section 00200 INFORMATION REQUIRED OF BIDDER—supplemented with info requested in Criteria for Selection found in Document 00030

Each BID must be accompanied by Document 00210 STATUS VERIFICATION SYSTEM AFFIDAVIT.

Each BID must be accompanied by Document 00300 BID.

Each BID must be accompanied by Document 00350 BID BOND.

Each BID must be accompanied by Document 00355 CERTIFICATE OF NON-COLLUSION.

Each BID must be accompanied by a Bid Bond payable to the OWNER for five, (5) percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the U.S. Department of the Treasury (Circular 570, latest edition) will be required for the faithful performance of the contract. The OWNER will have sixty (60) days from the date of the bid opening to award the contract. The party to whom the contract is awarded will be required to execute agreement.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within 30 days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice to Proceed shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Bidders are cautioned that they must inform themselves of the character of the work to be performed under this contract and that a deviation to any extent either way may be made from the approximate quantities, which are stated for the purpose of showing the class of work required and as a basis for determining the amount of the bid, but not to fix the amount of work to be done.

The Contractor will be paid for work actually done. Monthly payments will be based work completed and verified by project architect. Owner will withhold 10% from each monthly payment request. This amount will be paid in full upon satisfactory completion of all work.

Award will be made to the lowest responsive & responsible BIDDER.

When a proposal is made by a firm, the firm name, and also the individual name(s) of the member(s) of the firm must be signed in full.

No alterations by erasure will be allowed and permission will not, in any case, be given for the withdrawal, modifications, or explanation of any bid.

The Owner reserves the right to reject any and all proposals and to waive any informality or defects in the proposal received.

Transfers of contract, or of interest in contracts, are prohibited. The General Contractor will be responsible for all subcontractors.

All proposals shall be made and received with the express understanding that the bidder accepts the terms and conditions contained in the complete contract bound herewith.

A site visit and pre-bid meeting will be held at the City Cemetery office, 680 N 550 E., Heber, UT 84032, on **February 29, 2024 at 12:00 noon MDST**. The purpose of this meeting will be to discuss questions bidders may have on the project and clarify the intent of the Plans and Specifications.

Neither the Designer nor Owner shall be held responsible for any oral instructions. Any changes to the Plans and Specifications will be in the form of a written Addendum which will be furnished to all plan holders.

Additional information can be obtained from the ARCHITECT, prior to submitting your bid from Lythgoe Design Group Inc. at the following location:

370 S. Main Street
Heber City, Utah 84032
435-654-4064

DOCUMENT 00200
INFORMATION REQUIRED OF BIDDER

GENERAL INFORMATION

The bidder shall furnish the following information. Failure to comply with the requirement may render the BID non-responsive and may cause its rejection. Additional sheets shall be attached as required.

- (1) Contractor's name and address:

- (2) Contractor's telephone number:

- (3) Contractor's license: Primary classification:

State License No.:

Supplemental classifications held, if any:

- (4) Number of years as a contractor in construction work of this type:

- (5) Names and titles of all officers of contractor's firm:

- (6) Name of person who inspected site of proposed work for your firm:

Name: _____ Date of Inspection: _____

NOTE: THE FOLLOWING INFORMATION SHALL BE PROVIDED AS SEPARATE ATTACHMENTS AND SHALL BE SUBMITTED WITH BID.

- (7) Name and telephone number of Surety Company and agent who will provide the required bonds on the contract:

Name: _____ Telephone: _____

- (8) Individual experience resume of person who will be designated chief construction superintendent.

- (9) List of subcontractors and major suppliers anticipated to be utilized during the contract.
(Use other sheets as necessary)

- (10) Information requested in Criteria for Selection found in Document 00030 (Invitation to Bid)

DOCUMENT 00210

STATUS VERIFICATION SYSTEM AFFIDAVIT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____
- D. Facsimile number: _____

1.2 OWNER

- A. The name of the OWNER is HEBER CITY CORPORATION.

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

Heber City Cemetery Adm. Building

PART 2 REQUIREMENTS

2.1 REGISTRATION AND PARTICIPATION

- A. Contractor will be required by City ordinance to include the following wording in each subcontract at every tier:

“Any contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified through the State Verification System the employment status of each new employee of the respective contractor or subcontractor, in accordance with Utah Code Section 63G-11-103. Such affidavit must be provided prior to the Notice to Proceed for the subcontractor to perform the work.”
- B. By submitting a proposal and/or by signing this contract, contractor certifies that it does not, nor shall during the performance of this contract knowingly employ, or subcontract with any individual contractor or entity which employs workers in violation of current Federal or State Immigration laws, or Title 15 of the Heber City Code, and Utah Code 63G-11-103.
- C. Contractors and subcontractors shall produce at the City’s request, such documents which are required to verify the employment status of each new employee in compliance with such said current applicable Federal and State laws.

- D. If the contractor and subcontractor knowingly employs workers in violation of any such laws, including Utah Code 63G-11-103, such violation shall be cause for unilateral cancellation of the contract between contractor and the City. In the event this contract is terminated due to such a violation by the contractor or by a subcontractor of the contractor, the contractor shall be liable for any and all costs associated with such termination including, but not limited to, all costs and attorney fees and any general damages incurred by the City.

PART 3 EXECUTION

3.1 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature:

B. Please print name here:

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.

County of _____)

The foregoing instrument was acknowledged before me this _____, 2024
by _____
(person acknowledging and title or representative capacity, if any).

Notary's signature

Residing at

My commission expires:

Notary's seal

END OF DOCUMENT

DOCUMENT 00300

BID

HEBER CITY

Date: _____

Proposal of _____ (hereinafter called "BIDDER", organized and existing under the laws of the State of Utah, doing business as _____.*

*Insert "a corporation", "a partnership", or "an individual" as applicable.

To Heber City Corporation (hereinafter called "OWNER").

In compliance with your Invitation to Bid, BIDDER hereby proposes to perform all work for the construction of **Heber City – Cemetery Administration Building, Courtyard and Columbariums** in strict accordance with the PROJECT DOCUMENTS, within the proposed timeline, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to **be 100 percent complete by the following date:** _____.

BIDDER acknowledges receipt of the following ADDENDUM(S):

The BIDDER agrees to perform all the work described in the specifications and shown on the plans for the following fixed price (Figure are to be typewritten or clearly and legibly printed in ink.):

_____.

The Bidder agrees to provide costs for each CIS Category that sum to the bid's fixed price above.

CSI #	CSI Name	Cost	Notes
00 00 00	Procurement & Contracting Requirements		
01 00 00	General Requirements		
02 00 00	Existing Conditions		
03 00 00	Concrete		
04 00 00	Masonry		
05 00 00	Metals		
06 00 00	Wood, Plastics and Composites		

07 00 00	Thermal & Moisture Protection		
08 00 00	Openings		
09 00 00	Finishes		
10 00 00	Specialties		
11 00 00	Equipment		
12 00 00	Furnishings		
13 00 00	Special Construction		
14 00 00	Conveying Equipment (NA)		
21 00 00	Fire Suppression		
22 00 00	Plumbing		
23 00 00	Heating, Ventilating, & Air Conditioning (HVAC)		
25 00 00	Integrated Automation		
26 00 00	Electrical		
27 00 00	Communications		
Total:			

The BIDDER agrees that this bid shall be good and may not be withdrawn for 60 calendar days as stated in the specifications after the scheduled closing time for receiving bids.

The BID unit prices shall include all labor, materials, mobilization, rentals, bailing, shoring, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished work of the several kinds called for.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security amounting to five (5) percent of the base bid is hereby attached and is to become the property of the OWNER in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by the Owner.

ATTEST:

Utah License No. _____

Respectfully Submitted:

Signature

Address

Title

Date

Phone

END OF SECTION

DOCUMENT 00350

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as
Principal, and _____ as surety, are hereby Held and firmly bound unto
_____ as Owner in the penal sum of _____ for
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and
assigns. Signed this _____ day of _____, 2024 The Condition of the above obligation is such that whereas the
Principal submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to
enter into a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract
attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his
faithful performance of said contract, and for the payment of all persons performing labor or furnishing
materials in connection therewith, and shall in all other respects perform the agreement created by the
acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed upon that the liability of the Surety for any and all
claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by any extension of the time within which the Owner
may accept such Bid; and said Surety does here by waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as
are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper
officers, the day and year first set forth above.

Principal (L.S.)

Surety

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list
(Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CERTIFICATE OF NON-COLLUSION

State of Utah)
County of _____) §

END OF NON-COLLUSION AFFIDAVIT

DOCUMENT 00360

NOTICE OF AWARD

To:

PROJECT Description: Heber City – Cemetery Administration Building. The OWNER has considered the BID submitted by you for the above described WORK in response to its Request for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2024.

HEBER CITY
Owner

Matt Brower, Heber City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

(CONTRACTOR)

this the _____ day of _____, 2024.

By _____

Title _____

DOCUMENT 00510

NOTICE TO PROCEED

To: _____

Date: _____
Project: Heber City Cemetery Administration Building

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before
_____ are to complete the work by _____.

Heber City
Owner

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE TO

Matt Brower, Heber City Manager

PROCEED is hereby acknowledged.

(Name of Company)

this the _____ day of _____ 2024.

By _____

Title _____

SECTION 00560

Heber City – Cemetery Administration Building

CHANGE ORDER

Order No. _____

Date: _____

NAME OF PROJECT: Heber City – Cemetery Administration Building

PROJECT NUMBER: _____

CONTRACTOR: _____

CONTRACT DATE: _____

CHANGE ORDER INITIATED BY: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Description of Change:

Reason for Change:

Item No.	Description of Changes	Quantity	Units	Unit Price	Decrease In Contract Price	Increase In Contract Price
	Total Decrease					
	Total Increase					
	Net (increase) (decrease)					

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous
CHANGE ORDER (s)

\$ _____

The new CONTRACT PRICE including this CHANGE
ORDER will be

\$ _____

The CONTRACT TIME will be increased/decreased
by _____ calendar days.

The date for completion of all work will, therefore,
be by _____.

The Contractor agrees to furnish all labor and materials and perform all work as necessary to complete the change order items for the price named herein, which includes all supervision and miscellaneous costs. This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order the Contractor agrees that the change order represents an equitable adjustment to the Contract, and further agrees to waive all right to file a claim arising out of or as a result of this change. This document will become a supplement to the Contract, and all provisions will apply hereto, upon approval by the Owner.

Recommended:

Engineer

Date

Accepted:

Contractor

Date

Approved:

Owner

END OF CHANGE ORDER

DOCUMENT 00600

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)
CONTRACTOR, and

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars (\$ _____) in lawful money of the United States, for the payment of which
sum, well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR entered into a certain
contract with the OWNER, dated the _____ day of _____, 2024, a copy of which is hereto attached and
made a part hereof for the construction of:

NOW THEREFORE, if the CONTRACTOR shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the
WORK provided for in such contract, and any authorized extension or modification thereof, including all
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools,
consumed or used in connection with the construction of such WORK, and all insurance premiums on said
WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 14, Chapter 1, Utah
Code Annotated 1953, as amended, and all liabilities on this bond shall be determined in accordance with said
provisions to the extent as if it was copied at length herein.

PROVIDED FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder
or in the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the work or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between, the OWNER and the CONTRACTOR shall abridge
the right of any beneficiary, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which
shall be deemed an original and this the _____ day of _____, 2024

ATTEST:

(Seal)

Witness as to CONTRACTOR

Address

ATTEST:

Witness as to Surety

Address

CONTRACTOR

By _____

Address

Surety

By _____

Attorney in Fact

Address

Note: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

DOCUMENT 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)
CONTRACTOR, and

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars (\$) _____) in lawful money of the United States, for the payment of which
sum, well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the OWNER, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a
part hereof for the construction of:

NOW, THEREFORE if the CONTRACTOR shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof,
and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and
during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which
the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in
full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 14, Chapter 1, Utah
Code Annotated 1953, as amended, and all liabilities on this bond shall be determined in accordance with said
provisions to the extent as if it was copied at length herein.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder
or in the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the work or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge
the right of any beneficiary, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2024.

ATTEST:

CONTRACTOR

By _____

Address
(Seal)

Witness as to CONTRACTOR

Address

Surety

ATTEST:

Witness as to Surety

Address

By _____

Attorney in Fact

Address

Notes:

1. Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.
2. By signing, Surety and Contractor attest that signature of the Contractor is valid and person signing this bond is so able to represent the Contractor and/or Contractor's agents to enact this bond.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

DOCUMENT 00200
INFORMATION REQUIRED OF BIDDER

GENERAL INFORMATION

The bidder shall furnish the following information. Failure to comply with the requirement may render the BID non-responsive and may cause its rejection. Additional sheets shall be attached as required.

- (1) Contractor's name and address:
Jardine Lythgoe Joint Venture

Jardine Malaska (lead company) Lythgoe Construction Company
445 N 1100 W
Centerville, UT 84014
- (2) Contractor's telephone number: 801 755-6646
- (3) Contractor's license: Primary classification: B100

State License No.: 8668050-5501

Supplemental classifications held, if any: E100
- (4) Number of years as a contractor in construction work of this type: Combined 50 Years
- (5) Names and titles of all officers of contractor's firm:
Jardine
- Kevin Jardine, President

Lythgoe
- Scot Lythgoe, President
- (6) Name of person who inspected site of proposed work for your firm:

Name: Scot Lythgoe Date of Inspection: February 29, 2024

NOTE: THE FOLLOWING INFORMATION SHALL BE PROVIDED AS SEPARATE ATTACHMENTS AND SHALL BE SUBMITTED WITH BID.

- (7) Name and telephone number of Surety Company and agent who will provide the required bonds on the contract: Surety: United Fire Insurance Co.
Agent: Brady Thorn, Beehive Insurance
Name: _____ Telephone: 801 419-1311
- (8) Individual experience resume of person who will be designated chief construction superintendent.
See Qualifications / Project Plan Document
- (9) List of subcontractors and major suppliers anticipated to be utilized during the contract.
(Use other sheets as necessary) See Bid Form
- (10) Information requested in Criteria for Selection found in Document 00030 (Invitation to Bid)
See Qualifications / Project Plan Document

DOCUMENT 00210

STATUS VERIFICATION SYSTEM AFFIDAVIT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Kevin Jardine
- B. Address: 2726 E 4215 S Salt Lake City, UT 84124
- C. Telephone number: 801 755-6646
- D. Facsimile number: kevinj@jardinemalaska.com

1.2 OWNER

- A. The name of the OWNER is **HEBER CITY CORPORATION.**

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

Heber City Cemetery Adm. Building

PART 2 REQUIREMENTS

2.1 REGISTRATION AND PARTICIPATION

- A. Contractor will be required by City ordinance to include the following wording in each subcontract at every tier:

"Any contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified through the State Verification System the employment status of each new employee of the respective contractor or subcontractor, in accordance with Utah Code Section 63G-11-103. Such affidavit must be provided prior to the Notice to Proceed for the subcontractor to perform the work."
- B. By submitting a proposal and/or by signing this contract, contractor certifies that it does not, nor shall during the performance of this contract knowingly employ, or subcontract with any individual contractor or entity which employs workers in violation of current Federal or State Immigration laws, or Title 15 of the Heber City Code, and Utah Code 63G-11-103.
- C. Contractors and subcontractors shall produce at the City's request, such documents which are required to verify the employment status of each new employee in compliance with such said current applicable Federal and State laws.

DOCUMENT 00300

BID

HEBER CITY

Date: 27Mar2024

Proposal of Jardine Lythgoe JV (hereinafter called "BIDDER", organized and existing under the laws of the State of Utah, doing business as LLC)*

*Insert "a corporation", "a partnership", or "an individual" as applicable.

To Heber City Corporation (hereinafter called "OWNER").

In compliance with your Invitation to Bid, BIDDER hereby proposes to perform all work for the construction of **Heber City – Cemetery Administration Building, Courtyard and Columbariums** in strict accordance with the PROJECT DOCUMENTS, within the proposed timeline, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to be **100 percent complete by the following date:** 31May2025.

BIDDER acknowledges receipt of the following ADDENDUM(S):

1

The BIDDER agrees to perform all the work described in the specifications and shown on the plans for the following fixed price (Figure are to be typewritten or clearly and legibly printed in ink.):

The Bidder agrees to provide costs for each CIS Category that sum to the bid's fixed price above.

SEE ATTACHMENT OF COMPLETE BID FORM

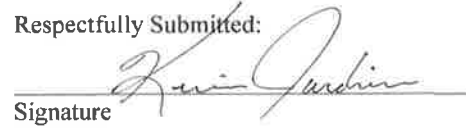
CSI #	CSI Name	Cost	Notes
00 00 00	Procurement & Contracting Requirements		
01 00 00	General Requirements		
02 00 00	Existing Conditions		
03 00 00	Concrete		
04 00 00	Masonry		
05 00 00	Metals		
06 00 00	Wood, Plastics and Composites		

ATTEST:



8668050-5501
Utah License No.

Respectfully Submitted:


Signature

Kevin Jardine

Address

Title

Date

Phone

END OF SECTION

07 00 00	Thermal & Moisture Protection		
08 00 00	Openings		
09 00 00	Finishes		
10 00 00	Specialties		
11 00 00	Equipment		
12 00 00	Furnishings		
13 00 00	Special Construction		
14 00 00	Conveying Equipment (NA)		
21 00 00	Fire Suppression		
22 00 00	Plumbing		
23 00 00	Heating, Ventilating, & Air Conditioning (HVAC)		
25 00 00	Integrated Automation		
26 00 00	Electrical		
27 00 00	Communications		
Total:			

The BIDDER agrees that this bid shall be good and may not be withdrawn for 60 calendar days as stated in the specifications after the scheduled closing time for receiving bids.

The BID unit prices shall include all labor, materials, mobilization, rentals, bailing, shoring, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished work of the several kinds called for.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security amounting to five (5) percent of the base bid is hereby attached and is to become the property of the OWNER in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by the Owner.

Jardine Lythgoe Joint Venture
Complete Bid Form

Form 00300 Attachment

Phase #	Name	Bid Amount
00	Procurement Contracting	93,943
01	General Conditions	281,829
02	Demolition	-
03	Concrete	1,322,823
04	Masonry	739,880
05	Metals	62,351
06	Carpentry	277,784
07	Thermal Moisture	119,072
08	Openings	130,999
09	Finishes	154,409
10	Specialties	8,983
11	Equipment	1,575
12	Furnishings	-
13	Special Construction	-
14	Conveying Equipment	-
21	Fire Suppression	52,495
22	Plumbing	108,733
23	HVAC	36,383
25	Intergrated Automation	-
26	Electrical	160,917
27	Communications	-
28	Safety Security Systems	-
31	Earthwork	400,253
32	Exterior Improvments	247,905
33	Utilities	Incl'd in 31
	OH&P	444,967
	TOTAL	4,645,300

DOCUMENT 00355

CERTIFICATE OF NON-COLLUSION

Heber City
Cemetery Administration Building

State of Utah)
County of _____)

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:

That as a condition precedent to the award of the Heber City – Cemetery Administration Building as above captioned, I, Kevin Jardine & Scot Lythgoe, do solemnly swear that neither I nor my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Heber City, with respect to this Contract.

Contractor: Jardine Lythgoe Joint Venture

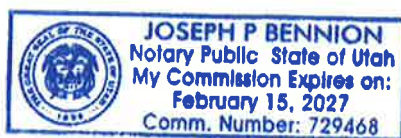
By: [Signature]

Title: President

Subscribed and sworn to before me this 27 day of March, 2024 by Joseph Bennion.

[Signature]
Notary Public

My Commission Expires: Feb 15 2027



SEAL

END OF NON-COLLUSION AFFIDAVIT

- D. If the contractor and subcontractor knowingly employs workers in violation of any such laws, including Utah Code 63G-11-103, such violation shall be cause for unilateral cancellation of the contract between contractor and the City. In the event this contract is terminated due to such a violation by the contractor or by a subcontractor of the contractor, the contractor shall be liable for any and all costs associated with such termination including, but not limited to, all costs and attorney fees and any general damages incurred by the City.

PART 3 EXECUTION

3.1 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature:

Kevin Jardine

B. Please print name here:

Kevin Jardine

C. Title: President

D. CONTRACTOR's Utah license number: 8668050-5501

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this 27 of March, 2024
by Joseph Bennion
(person acknowledging and title or representative capacity, if any).

Joseph Bennion
Notary's signature
Utah County
Residing at
Feb 15, 2027
My commission expires:

Notary's seal

END OF DOCUMENT



CLARIFICATION NOTES – HEBER CEMETERY PROJECT
From Jardine Lythgoe JV

1. The Bid Form only addressed up to CSI Phase code 27 00 00. Missing are 28 00 00 Security, 31 00 00 Earthwork, 32 00 00 Exterior Improvements, and 33 00 00 Site Utilities. These missing divisions have been included in our bid form and attached. Please insure other bidders have included as well.

2. The plans indicate ICF walls at the Columbarium. See sheet S.1, wall type CW-3

CW-3	1' - 1"	#4 @ 12" O.C.	#5 @ 16" O.C.	8" ICF THERMAGREEN POLYURETHANE FORMS
------	---------	---------------	---------------	---------------------------------------

There could be a savings if these walls were concrete walls and not ICF.

3. We have provided Pella pricing on all openings as specified in the bid documents.
4. The masonry wall and gate at the front is not included as there are not details and instructions were to not include.
5. Base bid includes pine T&G plank ceilings, there would be an added for Cedar.
6. The snow melt system is included in accordance with the design documents. We have added a rat slab to accommodate this system.
7. The unit price for Ceramic Tile could be reduced.
8. There may be a savings going to a spray foam system rather than ridged insulation system as detailed on 9J/501.

Heber City Cemetery



Proposal

Jardine / Lythgoe Construction

Joint Venture

March 27th, 2024

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• Project Delivery and Owner References	13-20
• Management & Project Execution Strategies	21-23

Letter of Introduction

Members of the Selection Committee.

With deep roots in the Heber Valley, Jardine / Lythgoe is a joint venture comprised of Jardine Malaska Construction Services LLC (JMCS) and Lythgoe Construction (Based in the Heber Valley). Kevin Jardine and Scot Lythgoe grew up together here in the Heber Valley, they both started their careers in construction as framers, building homes for Scott's Dad after graduating from Wasatch High School. Since then, both Kevin and Scot have found success as Contractors and business owners serving their communities. It's with this community-centered focus, that we are proud to present our Construction Proposal as a joint venture for the Heber City Cemetery Project.

With decades of experience, Jardine Lythgoe Construction has collaborated closely with owners, architects, designers, and engineers to successfully deliver a wide range of projects, including but not limited to, Historic Renovations, Custom Homes, Commercial buildings, and various projects for local Municipalities and State Agencies. As a professional General Contractor, our experience aligns closely with the scope and nature of the Heber City Cemetery project. We excel in addressing the unique challenges and obstacles inherent to these unique projects.

Our approach will be collaborative, straightforward, and honest. Direct and open communication with owners and designers is paramount in establishing trust and leads to successful outcomes with any project. In addition to critical communication, we focus on quality and excellence in all aspects of our project delivery.

The main strength of Jardine Lythgoe Construction lies in the diverse expertise of our team. Our team members have varied educational backgrounds and experiences. These skills and experience range from skilled trades, to finance, engineering, construction management, project management, and administrative services. These skills bring a holistic view to every project. The leadership team at Jardine Lythgoe has held significant roles with established firms like Jacobsen Construction, Okland Construction, and W.W. Clyde & Company. This experience merges the knowledge of a large contracting firm with the agility and community-focused approach of a smaller firm.

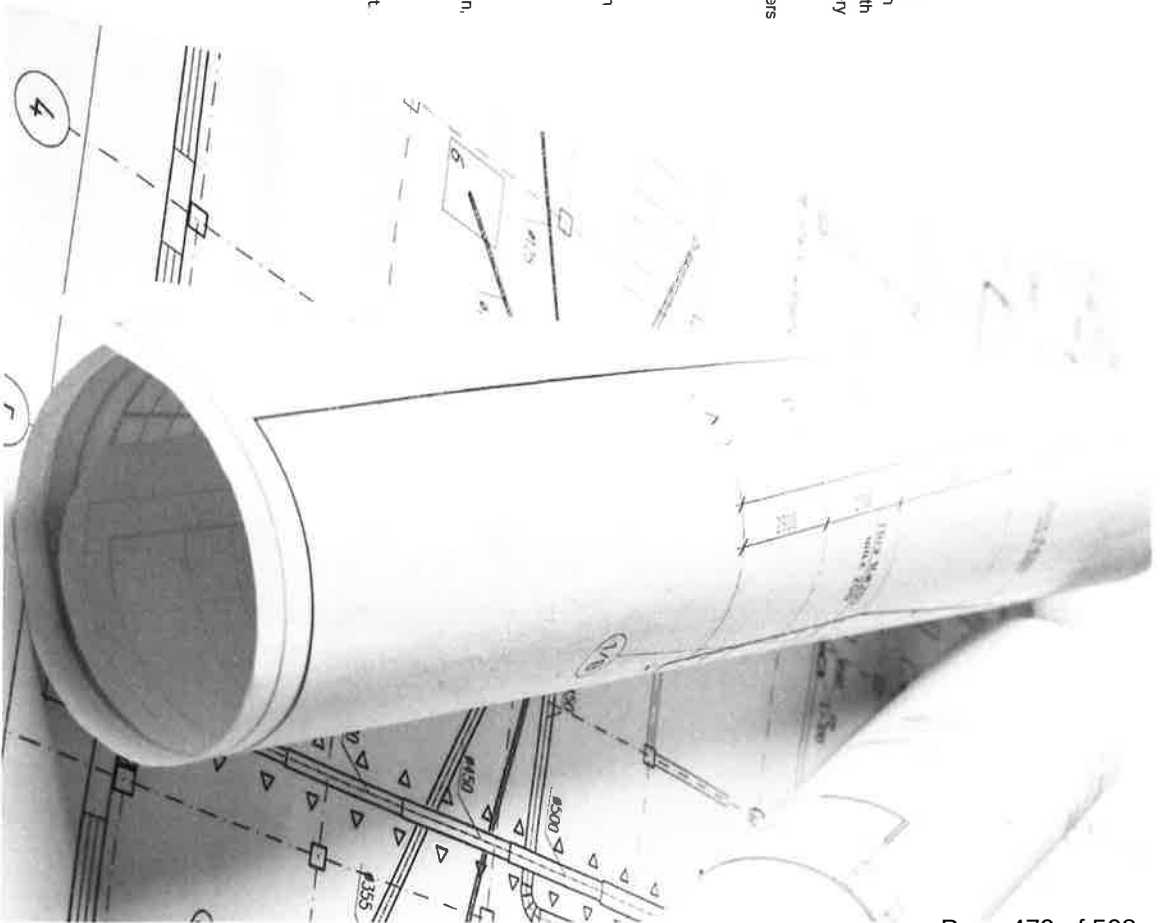
We are confident that our skills, knowledge, and experience will contribute greatly to the success of the Heber City Cemetery project.

We look forward to the opportunity to collaborate with Heber City on this exciting and unique project.

Sincerely,



Nate Jardine
Director of Business Development
385-227-0715
natej@jardinemalaska.com





JARDINE



LYTHGOE CONSTRUCTION
COMPANY

Qualifications & Experience



Kevin Jardine

Owner and President

Jardine Malaska Construction Services LLC

Bachelor of Science: Construction Management with a minor in Business Management from Brigham Young University - Provo

- 30+ years of business ownership, management, and construction experience.
- Experienced Owner, Leader, Director, Construction Manager and Project Manager
- Licensed General Contractor, State of Utah
- Experienced in Design-Build, CM@R, Agent CM, and General Contracting

Education

Bachelor of Science
Construction and Business
Management from
Brigham Young University

Professional Experience

Vernal Temple Renovation

Renovation of the 3rd Vernal Tabernacle, redevelopment and renovation of the Vernal Temple

First Security District Building in downtown Salt Lake City Utah, (Utah Heritage Award)

Renovation of and upgrades to 14 floors at the Desert Building (Historic Renovation)

2002 Winter Olympics (Multiple Venues)

Managed multiple Olympic venues for the 2002 Winter Olympics (Soldier Hollow, Rice Eccles Oval)

Gallatin Center Scorefront upgrades

Salt Lake Redevelopment Agency, Gallatin Center operable storefront assemblies

Salt Lake International Airport

Managed over \$8M in Airport Renovation work at the SLC International Airport

Granite School District (Security Upgrades)

Multitask projects for Granite School district totaling roughly \$5MM in scope

Wasatch Community Gardens - Block Redevelopment

Renovation of multiple historic homes and redevelopment of city block for non-profit, \$4MM

Owner Agent/Project Management for Talisker Club - Empire Pass

Overnight and Management for Talisker Club Empire Pass Development

Historic Emery Church

Structural Renovations of 1880's Historic Church located in Emery Utah.





Scot Lythgoe

Owner and President Lythgoe Construction Heber Utah

Bachelor of Science: Construction Management with a minor in Business Management from Brigham Young University - Provo

- 30+ years of business ownership, management, and construction Experience.
- Experienced Owner, Leader, Director, Construction Manager and Project Manager
- Licensed General Contractor, State of Utah
- Experienced in Design-Build, CM@CC, Agent CM, and General Contracting

Lythgoe Construction is a family-owned business that was founded in 1971 in beautiful Heber Valley. The founder, Henley Lythgoe, was CEO of the company until the year 2003. His son, Scot Lythgoe, is currently CEO of Lythgoe Construction. Scot received his bachelor's degree from Brigham Young University in Construction Management.

Coupled with his formal education, Scot received valuable training from his father by working alongside him for 25 years. Scot's oldest son Kevin joined the business in 2013. Kevin is also a graduate in Construction Management from Southern Utah University.

Ultimately, the success of Lythgoe Construction has come from client satisfaction...those who return to the company for their next project and who will recommend the company to others. Throughout the valley, Scot and Kevin have relationships with past clients that they cherish. Lythgoe Construction looks forward to many more years of success in the building industry.





Kevin Lythgoe

Field Operations

Lythgoe Construction Heber Utah

Bachelor of Science: Construction Management with a minor in Business Management from Utah Valley University

- 11+ years of business, management, and construction Experience.
- Experienced Director, Construction Manager and Team Leader
- Experienced in Custom Homes and Local Heber Construction Projects

Relevant Experience

Bachelor of Science
Construction and Business
Management from Utah
Valley University

Lythgoe Construction is a family-owned business that was founded in 1971 in beautiful Heber Valley. The founder, Hartley Lythgoe, was CEO of the company until the year 2000. His son, Scott Lythgoe, is currently CEO of Lythgoe Construction. Scott received his bachelor's degree from Brigham Young University in Construction Management.

Coupled with his formal education, Scott received valuable training from his father by working alongside him for 25 years. Scott's oldest son Kevin joined the business in 2013. Kevin is also a graduate in Construction Management from Southern Utah University.

Ultimately, the success of Lythgoe Construction has come from client satisfaction... those who return to the company for their next project and who will recommend the company to others. Throughout the valley, Scott and Kevin have relationships with past clients that they cherish. Lythgoe Construction looks forward to many more years of success in the building industry.



Nate Jardine

Sr. Project Manager
Jardine Malaska Construction Services LLC



Education
Bachelor of Science
Construction and Business
Management from BYU-Idaho

Work History & Certifications
General Contracting B-500
License # 9648030-5502

Relevant Experience

USU HPER Building Nursing SIM Labs

Remodel of Locker Room to School of Nursing Simulations Laboratories & Suite (4.6M)

Property Reserve Inc. 95 State Insight Global

Interior Buildout of Commercial office space on 14th floor of the 95 state tower (\$1.4M)

Unified Fire Stations

Earthquake Repairs - 3 Fire Stations 107, 109, 115, Design-Bid-Build (\$965K)

Carry-On Foundation / Thread HQ Provo

Historic Renovation of 20,000 SF Non-profit and Commercial Office space - (\$4.1M)

Weber County Library System

Earthquake Repairs - 5 Libraries in Weber County - (\$980K)

Bridgerland Technical College - Logan

Remodel of Meat Laboratory, classroom, and sales area - (\$1M)

Washington DC Temple

Renovation of 150,000 square foot Washington DC Temple for the LDS Church (Okland Con.)

Vivint Arena Renovation

Renovation of 150,000 square foot arena for the NBA Utah Jazz - (\$129M) (Okland Con.)

Idaho Falls Temple

Renovation of 92,000 square foot Idaho Falls Idaho Temple for the LDS Church (Okland Con.)





Jesse Elsmore

Director of Operations
Jardine Malaska Construction Services LLC

Bachelor of Science, Civil and Environmental Engineering – Utah State University
Master of Engineering, Civil and Environmental Engineering – Utah State University
Grace High School – Grace, Idaho

- 15+ years of Civil Engineering, Geotechnical and Construction Experience.
- Experienced Construction Superintendent
- Licensed Professional Engineer, Utah
- Masters Degree in Civil & Environmental Engineering, USU

Education
Bachelors of Science,
Civil Engineering, USU
Masters Degree in Civil &
Environmental Engineering
USU

Licenses & Certifications
Professional Engineering
License # 6342019-2202

Agricultural Heritage Center

New PEMB Indoor Equestrian Arena, Utilities, Earthwork, Parking Lot, Riding Arenas (\$4.8M)

USU HPER building Nursing SIM Labs

Remodel of Locker Room to School of Nursing Simulations, Laboratories & Suite (4.7M)

Wasatch Community Gardens

Restoration and Beneficial Re-Use of Structures, New Apartment Bldg, Site & Utilities (\$4M)

Granite School District

Earthquake Repairs – 32 Elementary Schools, DMG delivery (\$1.2M)

Allergy Research Group

Remodel of 300,000 SF Packaging/Warehouse Facility & Offices – (\$4M)

Jordan School District

5,000 SF Freezer Addition to Warehouse Facility, Foundations, Heated Slab, Mech, (\$900K)

Granite School District

Bates Kitchen Cooler/Freezer Project (\$1M)

Elementary School Security Upgrades - 6 Elementary Schools (\$3.4M)

Salt Lake School District

New IT Offices and District Data Center (\$800K)

Activis / TEVA Pharmaceuticals

Supervise Completion of Pharmaceutical Compounding Suite of 2500 & 500 gal. Mixing Tanks, Together With all Equipment, Process Piping, Controls, and Finishes (\$5M)





Utah Valley Technical College -
Utah General Contractors License
1996 - High School Diploma

Chris Dallin

Project Superintendent
Jardine Malaska Construction Services LLC

Jardine Malaska Construction Services, June 2013 - Present

Project Superintendent

- 95 State - Insight Global Tenant Improvement
- Salt Lake City Airport Tenant Improvements - (Retail & Restaurants) Supervised construction of multiple projects. Ensure work is in accordance with design documents, schedule and meets owner expectations.
- Wasatch Peaks Ranch - (3 Skt Huts) Kept tight schedule in cold harsh mountain top conditions by becoming familiar with this unique job site environment and understanding all details, notes and requirements
- Wasatch Community Gardens and Office Buildings - Assisted in the historic restoration and preservation of 3 Historical homes on the property. Responsible for all structural upgrades and openings in coordination with historic and engineering requirements
- Mt.Olympus Improvement District - (Office Remodel) Identified various design issues in the field and negotiated fair and timely change orders
- Vail Resorts - Construction of large, on-mountain deck for mid-mountain restaurant. Responsible for productivity and efficiency of materials and equipment





Education

Bachelor of Science
Construction and Business
Management from BYU-Idaho

Ryan Day

Project Coordinator
Jardine Malaska Construction Services LLC

Currently Attending Brigham Young University

- 3+ years of business, management, and construction Experience.
- Experienced Coordinator in construction management and Team player
- Detail-oriented and organized Project Coordinator.
- Experienced in estimating, Bidding, Submittal Management, RFIs, and Owner/Architect Coordination.

Relevant Experience

Project Engineer InternDec 2021 - Present

Jardine Malaska Construction ServicesUtah, U.S.A

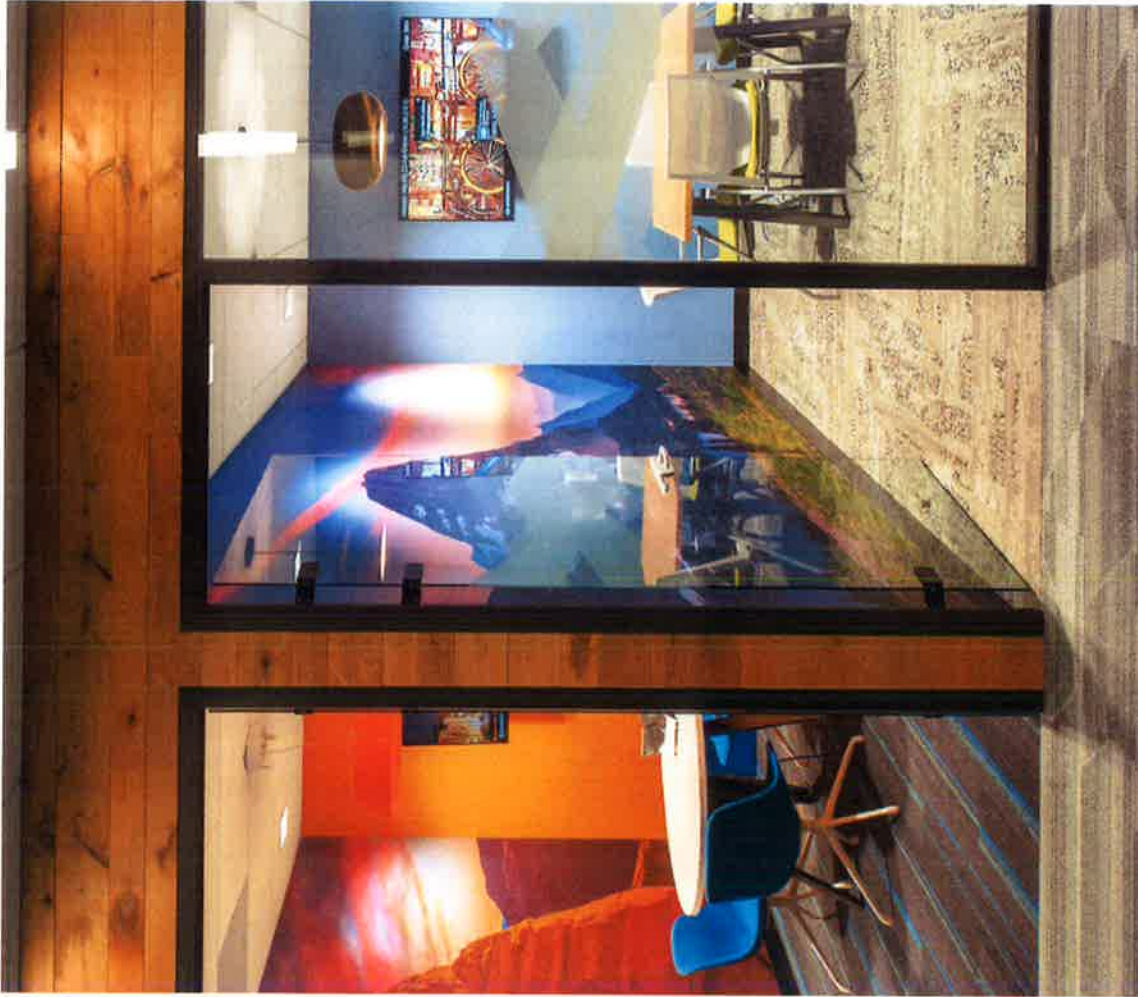
- 3-month Internship
- Built Project Data Sheets
- Bidding Process
- Upwards of 100 calls a day
- Job site management

Project Management Skills

- Proficient in Smart Sheet
- Created and managed a project about a trip to Rwanda
- Participated in workshops about budgets, scope, and building a WBS
- Agile project management basic understanding
- ProCore Certified, various ProCore Certificates

Allied Universal SecurityUtah, U.S.A

- Overnight 12-hour shifts
- Monitor Cameras
- Patrol property once an hour both interior and exterior
- Communication skills when dealing with people
- Leadership skills in dealing with situations



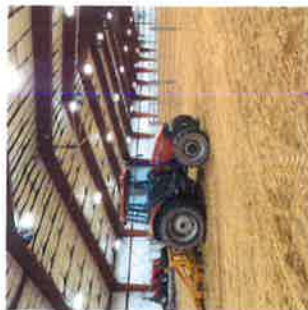
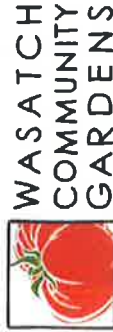
Projects Experience

List of Recently Completed Projects

- Stellar Living HQ Expansion
- DFCM Bridgerland Tech Lab Space
- Utah State University Nursing Labs
- Utah State University HPER MEP Upgrades
- Davis County, Davis Park Golf Course Driving Range
- PR195 State Tower 14th Floor, Insight Global
- Granite School District Earthquake repairs
- Millcreek City Office upgrades
- South Jordan City Hall Renovations
- Salt Lake International Airport Tenant Improvements
- Wasatch Peaks Ranch Patrol Building
- Wasatch Peaks Ranch Bridge Railings
- Mt. Olympus Improvement District Interior Upgrades
- Historic Emery Church Structural Upgrades
- Wasatch Community Gardens Historic Redevelopment
- Park City Mt. Resort Lookout Lodge Decking
- Allergy Research Group, Building Improvements
- Jordan School District, Freezer Expansion
- TEVA Pharmaceutical, Mixing room upgrades
- Utah State University/Davis County, Ag. Heritage Center
- Bridal Veil Falls, Tram Removal and Naturalization
- Thread Wallets CityCreek Retail store
- Cottonwood High School track replacement
- Unified Fire Authority Stations 107, 109, and 115 upgrades
- Weber County Library System, earthquake repairs



Recent Project Partners



Financial Standing & Bonding

Current Financial Standing

BANKRUPTCIES

None

LOANS

JMCS currently has two minor loans for company vehicles totaling less than \$50,000. JMCS has never defaulted on any previous financing or loans.

BONDING

The current Bonding Capacity is noted in the letter on the following page. Bonding is evaluated depending on the project.

Surety is Intact Insurance Surety Group, underwritten by Atlantic Specialty Insurance Co. of Plymouth, Minnesota. Local Representative:

Troy Deluca

6985 S. Union Park Center, Suite 285

Cottonwood Heights, UT 84047

Cell 801 755-9489 tdeluca@intactinsurance.com

JMCS Surety & Insurance agents are Brady Thorn and Vicki Sorensen of Beehive Insurance, A Clyde Company.

Beehive Insurance

4393 South Riverboat Road, Suite 200

Salt Lake City, UT 84123

Brady Thorn, 801 685-6852 – bthorn@beehiveinsurance.com

Vicki Sorensen, 801 870-7582 - vsorensen@beehiveinsurance.com

No claims have ever been made to a Bond issued to JMCS. No Bond has been re-used by surety company.

JMCS is insured through Travelers Property Co. of America for commercial liability, automobile, and property. Workers' compensation coverage is through the Workers Compensation Fund of Utah.

A current Certificate of Insurance is included in this proposal, showing current standard coverage amounts. These coverage amounts can be increased as required by the project, which JMCS has done previously with PRI projects.

Insurance agent information:

Beehive Insurance

4393 South Riverboat Road, Suite 200

Salt Lake City, UT 84123

Brady Thorn, 801 685-6852 – bthorn@beehiveinsurance.com

Vicki Sorensen, 801 870-7582 - vsorensen@beehiveinsurance.com

Worker's Compensation Experience Modifier is 0.88.



Project Delivery and Completion

At Jardine Lythgoe Construction, we understand that the foundation of our success is built on the strength of our relationships with our clients. These relationships, cultivated through trust, integrity, and consistent delivery of quality work, are not just pivotal for the successful completion of projects but also for fostering long-term partnerships.

The importance of these relationships extends beyond the immediate scope of our projects. They are a testament to our commitment to meeting and exceeding client expectations. Positive experiences and the mutual respect developed during these collaborations lead to clients becoming advocates for our services. Their willingness to provide letters of recommendation is a reflection of their satisfaction and trust in our capabilities.

In the following pages, you will find letters of recommendation from various esteemed clients. These endorsements are more than just formal documents; they represent the strong, positive connections we have nurtured over the years. These recommendations underscore our reputation in the industry and reaffirm our dedication to maintaining high standards in all our endeavors.

These letters are not only acknowledgments of past successes but also serve as assurances to potential clients of the level of commitment, quality, and reliability they can expect when partnering with JMCS. They are pivotal in our ongoing journey to establish JMCS as a leader in the construction industry, known for our client-centric approach and unwavering dedication to excellence.



Utah State
UNIVERSITY
FACILITIES PLANNING, DESIGN & CONSTRUCTION
1285 East 700 North
6605 Old Main Hill
Logan, UT 84322-5605
(435) 797-5737

Date: January 3, 2024

Re: Recommendation for Construction Projects

To Whom it may concern,

I have had the opportunity to work with JMCS Construction on a few projects at Utah State University over the past 2 years. JMCS consistently performs above expectations. JMCS's particular attention to details, customer service, professional project management services, control of the sub-contractors, and quality workmanship, as well as generally being pleasant natured and having good attitudes are their strong points.

The benefit of working with a General Contractor that is responsive and attentive to USU's needs, makes projects go much better. JMCS has demonstrated these qualities consistently for all USU projects that they have been awarded.

I would certainly recommend JMCS Construction for more work on the Campus of Utah State University at the Logan Campus as well as our other Campuses around the State.

Signed,



Joseph Beck, AIA
Coordinating Architect
USU Facilities Planning, Design, and Construction



January 4, 2024

RE: Jardine Malaysia Construction Services Letter of Recommendation

To whom it may concern:

We have had the opportunity of working with Jardine Malaysia Construction Services on seismic upgrades and renovations for three occupied essential facilities. Our experience with the JMCS Team was exceptional. They approached the project with an effective management plan and delivered accordingly. Their communication with the on site users was effective allowing for continued operations. We value our experience with them, they were professional, responsible and committed to the success of the project. We look forward to the opportunity of working with them on future projects. Feel free to reach out to me for additional feedback.

Regards,

A handwritten signature in blue ink, appearing to read "Kim A. Hassan".

President

P (601) 578-1201
307 W. 20th St. Ste 400
S.L.C. UT 84101
www.cccarab.com



Architecture, Engineering & Construction
2500 S State Street
Salt Lake City, UT 84115

385-646-4243
www.graniteschools.org

March 30, 2022

To whom it may concern:

On behalf of Granite School District, I am happy to provide a letter of recommendation for Jardine Melaska Construction Services.

Our relationship with JMCS began in 2014 and since that time they have completed more than 30 projects with GSD. The complexity of those projects ranges from interior remodels, to security upgrades and athletic facility modifications. JMCS has successfully completed projects while challenged with difficult technical requirements and accelerated construction schedules. The JMCS team has also come to understand the unique needs and challenges of contracting while school is in session. I'm happy to say that JMCS provides a quality product while maintaining a high level of customer service.

Over the last eight years, I've come to know the team at JMCS well. Their commitment and dedication to our projects has continually earned our trust and repeated business. It is without hesitation that I recommend their services for any size construction project and Granite School District welcomes another opportunity to work with them.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard D. Tregagle".

Richard D. Tregagle
Construction Services Manager



January 3, 2024

Nate Jardin

JMCS construction

445 N 1100 W

Centerville, UT 841014

Nate,

Thanks so much for being our Project Manager on the Insight Global, Salt Lake City project, at 96 S. State St. This project was an important move for the Salt Lake City team, to move into a high-quality office tower with amazing skyline views of the mountain range and downtown Salt Lake City.

You and your team from Jardine Malaska, were very professional during the entire construction, and worked smoothly alongside Insight Global's managed vendors, including their security, IT – Low Voltage, Furniture, Move, Art, and Graphics teams. It really was a team effort, with over 50 team members representing all parties.

As our interior architecture team works with General contractors all over North America in over 74 Cities and over 200 projects together, our combined Insight Global / Insight Design team strives to work with GC's that are team players, and JMC's entire team filled that role. JMC was always happy to serve and assist when we needed someone on site, an extra electrician during overtime hours to connect furniture, cleaning crews working overnight to complete the project on time for IG's GO LIVE date.

Additional coordination was required for IG to test new prefabricated telephone rooms at this site. Connection to the HVAC system, fire-sprinkler system, electrical connectivity, and all meeting ADA requirements for the code/building inspectors. All in all, this was a win for the staff utilizing these phone rooms, shortly after their COVID work from home quarantine. IG appreciated the extra coordination involved, and the staff continue to enjoy these private spaces.

Thanks again for all the hard work on this project. We would recommend JMC's team to other owners and would engage JMC on future Insight Global projects.

AJ (Allison Lanier Jones, IIDA, President Insight Design)

allison@insightinc.net
www.insightinc.net

INSIDE STUDIOS

1150 S. 1200 W. STE. 100, SALT LAKE CITY, UT 84119

Phone: 404 488 1900
www.insightinc.net

TERMINATION & DEBARMENT STATEMENT

Jardine Malaska Construction Services, LLC certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any company, department, or agency.
- (b) Have not been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State, or Local) with the commission of any of the offenses enumerated in Paragraph (b) above; and
- (d) Have not had one or more public transactions (Federal, State, or Local) terminated for cause or default.



Kevin Jardine - President

Jardine Malaska Construction Services, LLC

March 2024



Department of Government Operations
Division of Facilities Construction and Management

State of Utah

SPENCER J. COX
Governor

DEBBIE M. HENDERSON
Lieutenant Governor

JENNIFER REES
Executive Director
JAMES R. RUSSELL
Division Director

March 28, 2022

Nate Jardine
Jardine Malaska Construction
Services 291 W 5400 S
Murray, UT 84107

SUBJECT: LETTER OF RECOMMENDATION

To Whom it May Concern:

I would like to recommend JMCS as a superior contractor. I had the privilege of representing DFCM and working with JMCS on a remodel project at Bridgeland Technical College in Logan, UT. JMCS presented themselves very well in all of our meetings. They were knowledgeable regarding all aspects of the project, from schedule to materials used. At various times during the project we encountered unforeseen issues. JMCS handled the issues with grace and would always have ready multiple solutions for the decision makers to consider. We were very satisfied with the quality and efficiency that JMCS brought to the project, and the agency that I represented was happy with their newly remodeled space.

Sincerely,

Carl Francis
Project Manager



Letter of Recommendation

01/18/2023

To Whom This May Concern,

My name is Colby Bauer, CEO of Thread. In March of last year, we engaged with JMCS to restore a 1920 historic building in downtown Provo. At the same time, we contracted them to build our brick and mortar retail store in City Creek Mall in Salt Lake City. They immediately came in with scheduling, process, organization, communication and overall incredible project management. Within the first meeting I was very relieved to have them on our team leading this project.

Like any building project, we have run into a number of problems along the way, including working with the city, compliance, design and engineering, financially, etc.. They have willingly and capably helped us through each of these issues in a calm and professional manner. We've required a lot of flexibility on their part and we couldn't have asked for a better partner!

I can't say enough good things about them. Each of their team members are kind, easy to work with and full of integrity. Not to mention, creative and extremely talented. We will definitely want to work with JMCS in future projects. If you get the opportunity to work with them, I would take it in a second!

Please reach out if you have any questions.

Sincerely,

Colby Bauer
Thread | CEO
colby@threadwallets.com
(480)251-9875



Kay D. Hegeman | Subcontracts Department
Sr. Subcontracts Administrator, CPCM
Utah State University | Space Dynamics
Laboratory 416 E Innovation Avenue
North Logan, UT 84341
October 11, 2023

RE: Jardine Malaska Construction Services LLC

I am writing this letter on behalf of our good client, Jardine Malaska Construction Services LLC regarding the surety bonding.

Atlantic Specialty Insurance Company, a Best's rated A+ (excellent), XV (financial size category), is the surety bonding company. Based on current underwriting conditions, the surety is prepared to provide favorable consideration for bonds on projects in the amount of \$30,000,000 on individual projects and \$50,000,000 in the aggregate. The surety underwriter at this time is Troy DeLuca phone 781-332-7706 Email TDeLuca@macinsurance.com

Should Jardine Malaska Construction Services LLC be awarded a contract where bonds are required, we anticipate being in a position to provide 100 percent performance and payment bonds, subject to the surety's review and approval of the final contract terms and conditions, and the application of such other underwriting criteria as are pertinent at the time said bonds are requested by Jardine Malaska Construction Services LLC.

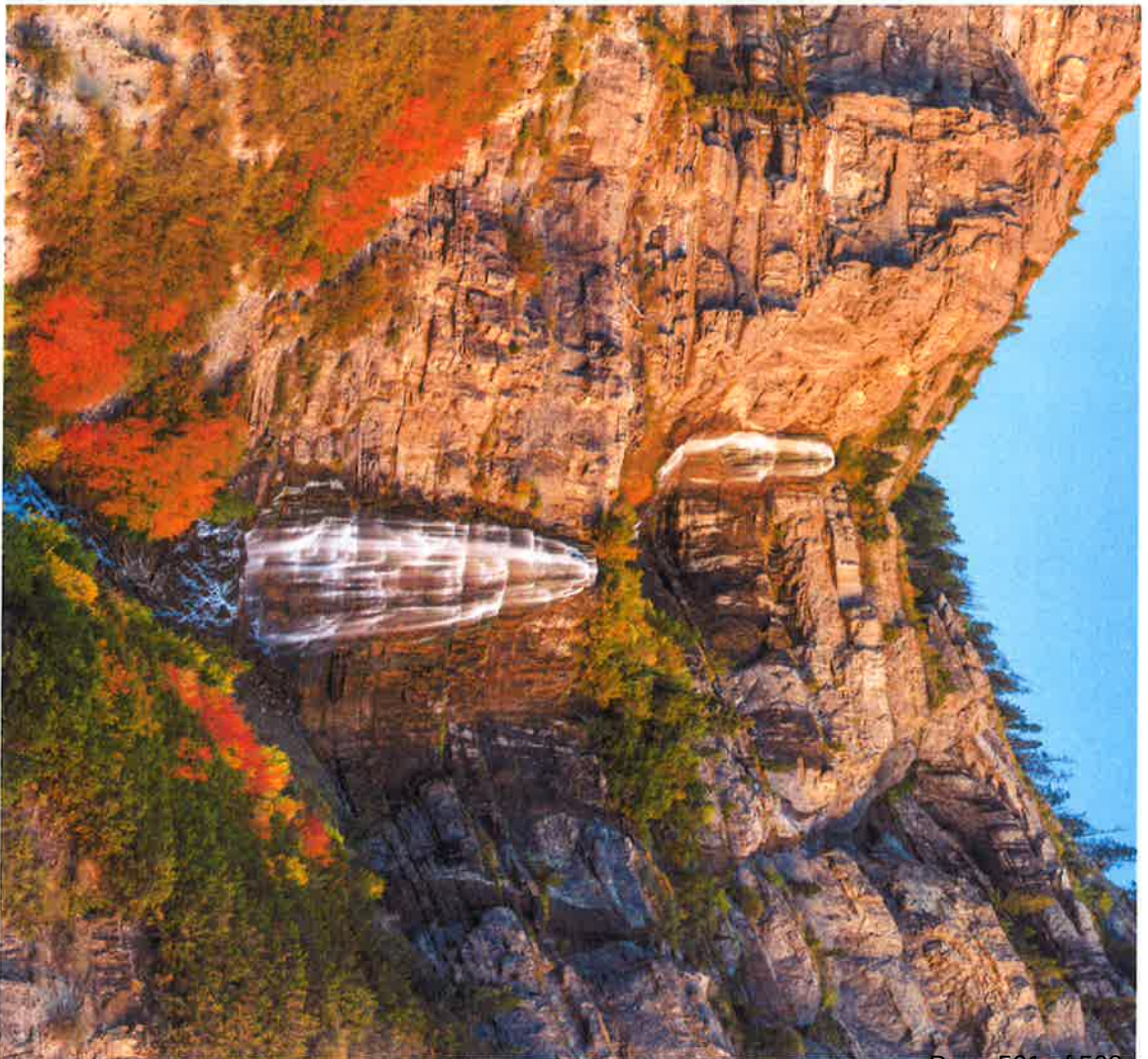
The arrangement of bonds is always a matter solely between the surety and Jardine Malaska Construction Services LLC, and the surety assumes no liability to you or third party by the issuance of this letter.

We have written bonds for Jardine Malaska Construction Services LLC for the past Nine years. No claim has ever been filed with the bonding company and they have completed every project undertaken with no loss to the bonding company.

I am pleased to recommend Jardine Malaska Construction Services LLC to you without qualification and am pleased to respond to any additional questions you may have concerning this excellent contractor. Sincerely,

Vicki Sorensen

Vicki Sorensen
Attorney-in-Fact - Atlantic Specialty Insurance Company



Historical Analysis of Delivering Past Projects

Owner References

Management & Project Execution Strategy

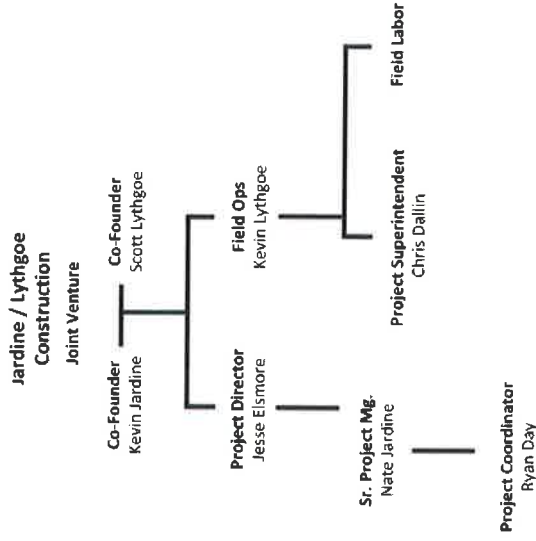
MANAGEMENT PLAN

• SUBCONTRACTOR SELECTION

- 1) Experience with a subcontractor/trade partner is key. Knowing the strengths, and weaknesses, of a trade allows JMCS to anticipate and navigate our management approach throughout a project. JMCS relies heavily on past experience, performance reviews, referrals, and reputation in the industry when the trade partner has limited experience with JMCS.
- 2) Cost is also critical to align with the project budget. JMCS collects and evaluates historical bid and actual cost data of similar projects to help determine the accuracy of a trade bid.
- 3) Connection to the project. JMCS also considers the trade partner's office's proximity to the project, their desire for repeat work in the area or at the institution, and their sense of ownership. These factors affect boots-on-the-ground quality.

• JMCS ORGANIZATION

- JMCS always commits a full-time superintendent onsite to direct work and manage safety and facility interactions.



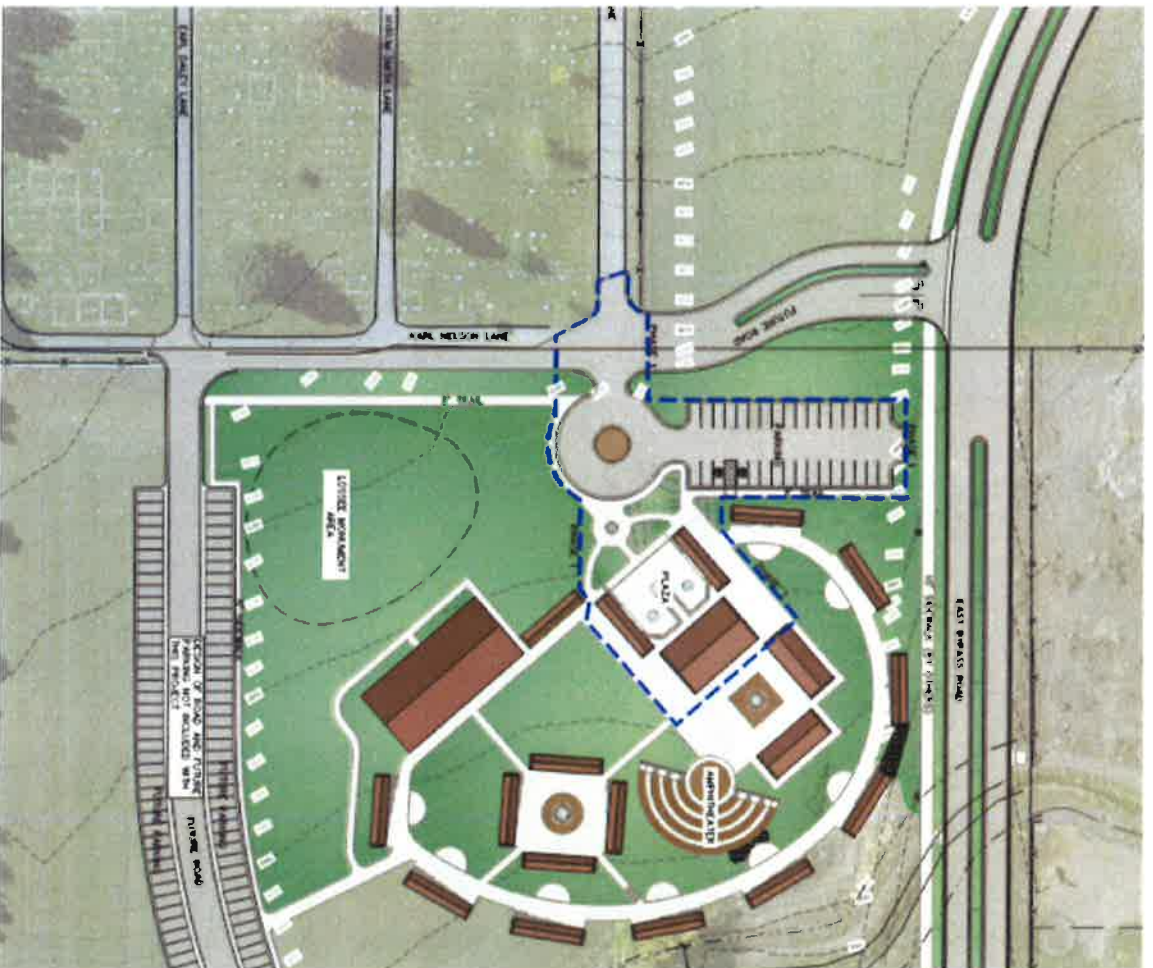
SCHEDULE MANAGEMENT

- **PROJECT SCHEDULE**

- See Project Schedule Outline on page 8.
- The owner, design team, general contractor, subcontractor, and supplier all have a vested interest in the timeline of a project. A JMCS project schedule is built around the following three factors in order of importance: (1) owner milestones, scheduled facility interruptions (campus events), and completion dates, (2) long-lead materials/equipment, and (3) last-planner trade-directed durations for phases of work, including time for proper inspections and documentation. JMCS maintains the project schedule utilizing 3-week look-ahead planning, ensuring timely submittal and RFI document flow, continuous tracking of long-lead items, and superintendent attention and interaction to clear interruptions to project flow.

- **SCHEDULE RECOVERY**

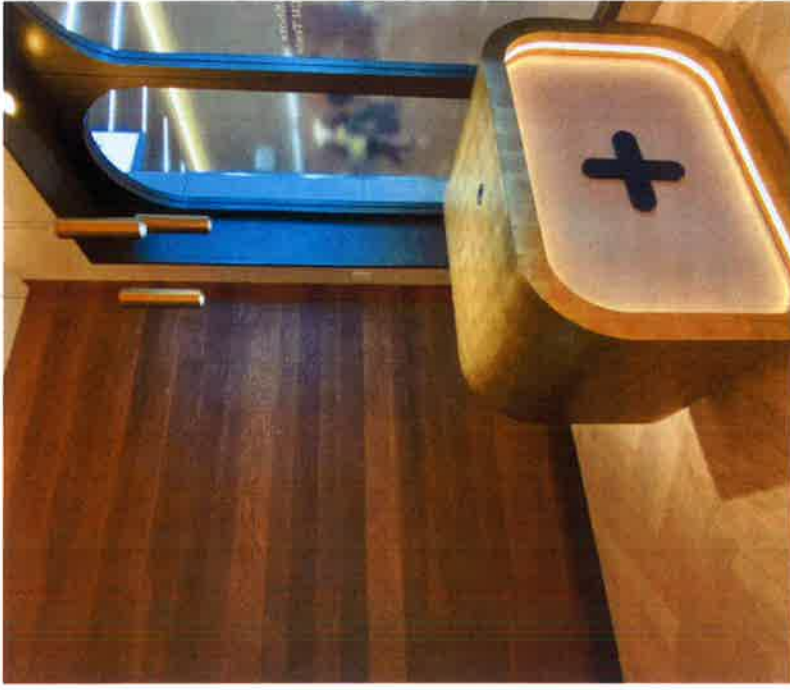
- The first reaction to most schedule delays is to “add more people”. While this is sometimes necessary, the JMCS management team: (1) works collectively to remove obstacles - identify the reason for the delay, and take immediate action. (2) identify alternate work paths or workarounds and commit the construction team to fixed milestones, (3) go the extra mile - this may mean working extra hours, making face-to-face contact with a supplier or trade partner to understand and resolve issues, and identify with OAE team acceptable material/equipment alternates where necessary.





QUALITY & SAFETY MANAGEMENT

At Jardine Lythgoe Construction, our commitment to delivering unparalleled quality and exceptional craftsmanship is at the core of everything we do. We meticulously focus on every detail, upholding the highest standards of construction excellence. Our selection of vendors, utilization of cutting-edge construction techniques, and collaboration with seasoned professionals underscores our dedication to creating not just visually appealing, but structurally superior commercial buildings and spaces. Our projects are tailored to meet the unique needs and visions of our clients. We are proud to have a portfolio of projects that stand as a testament to our ability to consistently deliver outstanding results in commercial construction.



For Questions Contact
Nate Jardine
385-227-0715
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