

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
JUNE 6, 2024

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, June 6, 2024 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Adam Favero, Rachael Beal and Jan Wilson
Excused: Councilmembers Jed Jenkins and Luigi Panunzio
Staff: Diane Hirschi, Dan Schuler
Present: Blake Neil, Mike & Debbie Beesley, Tyler Scoffield, Rick Scadden, Michael Phillips, Rob Ortega
Zoom: Alan Tebbs

Call to Order: Mayor Beesley
Pledge of Allegiance: Mayor Beesley
Invocation/Moment of Silence: Councilmember Beal

Approval of Minutes from May 16, 2024

Councilmember Beal moved to approve the regular meeting minutes and the work meeting minutes from May 16, 2024 as presented. Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Comments: Public

Mike Beesley, resident of Stillcreek, stated it is going on six months and the issue regarding whether the roads in Stillcreek are private or were dedicated to the city has not been resolved. He stated it has never been explained to him why the plat signed by the Plain City mayor, and recorded with the county stating the roads were dedicated to the city are still being considered private roads. He stated that at a recent annual meeting, a representative of Visionary Homes informed members of Stillcreek that Phase 3 is not part of the Stillcreek HOA. The Mayor stated the city does not control the HOAs, and from the council's understanding they were *all* supposed to pay into the master HOA. Mike stated that was their understanding also but has now found that is not the case. Mike referred to the development agreement which states all future phases would be part of Stillcreek. The Mayor replied there is still a question which document takes precedence, the plat or the development agreement. However, the city has core drilled the road to make sure they meet city standards and that the city's intention is to take the roads. Mike stated the plat was signed and recorded two years after the development agreement and asked why they were signed if they do not coincide. Mike also asked the council if they are paying taxes on those roads, why they are not public roads. Also, if they are private, they should not be paying those taxes. The Mayor stated he understands Mike's concerns and that the council is working towards an end. It was noted that Brandon is out of town and won't be here tonight.

Report from Planning Commission

Blake Neil reported that Visionary Homes has proposed a subdivision next to Stillcreek. This subdivision would meet the zoning of one acre lots. The issue at hand is seven of the lots are going to be right up against the north ditch. Blake asked who would be responsible for maintaining that ditch and the access to it. The Mayor asked if the ditch runs through what would be their yards. Councilmember Favero asked if that access is on the trail or outside of the trail. The Council viewed the parcel on the map. The Mayor asked if they are piping it because the map shows the property lines on the other side of the ditch. Blake stated some of them are. The access would be the easement for the irrigation. Blake stated that there would be an easement on each side of the ditch for any equipment needed to repair the ditch, which would be written into their agreement. The Mayor stated there have been issues in the past where the drain ditch was in people's back yards. They would put up fences on the other side and over the years just fill in those ditches. He referred to the Big Cottonwood Subdivision as an example. He stated there were still others using irrigation that drained into those ditches but there was no ditch to drain into. Councilmember Favero agreed. Councilmember Favero stated that there would also be flooding issues as well. Blake stated it is a concrete ditch so they would have to tear out all the concrete and then pipe it. Councilmember Beal stated her concern that there are already ditches that are dangerous for kids now and she would hate to see the ditch in a backyard where they could fall into, and no real access if they put up fences. She stated she would like to see that piped. Blake presented a letter from Plain City Irrigation Company, received February 27, 2014. Mayor Beesley read the letter aloud.

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“In an effort to protect the efforts of the stockholders of the Plain City Irrigation Company, and the safety of personal property holders that border the Plain City Canal, we have set the following standards for those who develop property along the proximity of the canal. We would ask all governmental agencies, and developers, and property holders to honor these requests.

1. We require an earthen road, 16 feet at a minimum, from the toe of the slope up the reasonable level of the canal. With a smooth roadway path with a minimum of 12 feet in width, from the edge of the canal. This roadway is to be at the top level of the canal. This roadway is to be on both sides of the canal, when or if both sides are developed. This roadway needs to be accessible from some public road.
2. We require a fence at the bottom of the toe of this roadway, no closer than 16 feet from the edge of the canal. This fence is of such a design to comply with the governmental agencies in charge of said development, or of a structure to prohibit young children and pets from passing through. This fence is to have reasonable gates for access.”

The Mayor stated property owners would lose 32 feet of their back yard. Councilmember Favero stated that would affect both the parcels to the west and the one being discussed tonight. The Mayor stated owners would lose from the toe of the west side of the ditch to the east side so where they purchased a full acre, they would not get the full acre. Rob Ortega stated there is a ditch and a canal. He also stated there is a ditch and then a creek on the other side. Owners would own half way through the creek past the ditch. Blake stated the preference would be to have it piped. Councilmember Favero asked who owns the canal. Blake stated it is Plain City Irrigation. Councilman Favero asked who owns the ditch. The Mayor stated all the ditches are private and the canal is owned by the irrigation company. The Mayor stated this property needs work before approval. Councilmember Favero stated this should be a discussion between the property owner and the irrigation company to decide what they want to do there. The Mayor requested Blake take this back to Planning Commission. Blake reported that the two access in a subdivision was driven by the Brynlee Acres Subdivision. Councilmember Wilson asked why Brynlee Acres does not have two roads. The Mayor stated it is because the ordinance was not in place requiring two accesses at the time they filed their subdivision. Dan stated the fire department requires 20-foot just for egress one-way traffic, which is what drove the change in the ordinance. Dan stated in his opinion the definition of access means we should be able to enter it as well. The Mayor thanked Blake for his report.

Discussion/Motion: Amendment of Scott Wayment Subdivision and Ramsey Estates Subdivision – Tyler Scoffield – 1730 N 5100 W

Tyler Scoffield addressed the Council. He stated they are requesting to adjust lot lines to make one lot bigger. Councilmember Wilson stated she had reviewed and asked if other councilmembers have any questions or concerns. Having none, **Councilmember Wilson moved to approve the amendment of the Scott Wayment Subdivision and the Ramsey Estates Subdivision as presented. Councilmember Beal seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.**

Discussion: Brynlee Acres Development Agreement – Senior Housing Overlay – approx. 3465 W No Plain City Rd

Rick Scadden thanked the Council for having him tonight to address some of the concerns in the memo from Attorney Richards and some ideas. He clarified the 20-foot egress. He is working closely with Nilson Homes and their JDC Subdivision to line up the streets. He stated 20 feet was a good access out to North Plain City Road. The widening of North Plain City is coming and he thinks it makes a nice access into the project in the future. It was the fire marshal's request that it be one-way and they talked about putting a locked gate that they would have the only access to. They did not want to do that, rather label it, paint the curbs red and make sure it is only used for that purpose. He stated it is temporary. He mentioned the 60-foot access will come on the plat design. He then stated that if the council has questions, they would like him to address, he would be happy to do so. Councilman Favero asked for clarification whether the egress road is private or public. Rick stated that currently all the roads there are being proposed as private. Councilman Favero asked how they would enforce that if someone parks there. Rick stated that is something the HOA could enforce by exercising their authority to have the vehicle towed. Councilmember Beal asked if the HOA knows they would be responsible for snow removal as well. Rick stated they would be responsible for road maintenance among other things within the community such as parks, streets, sidewalks, and drains. The HOA will be responsible for maintaining everything from signs and streetlighting to streets, storm drains, sewer and everything within the community. Councilmember Wilson asked what would happen in two years if this came back

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to the city. She stated her concern is with years later the HOA wanting the city to take over. Councilmember Beal stated that in a past project, some phases are part of this HOA, and other phases being part of another. The Mayor asked if these roads were public, would they need an HOA at all at that point. Rick stated they would have an HOA for the common space. He stated they are planning for a pickleball court and a clubhouse, and a trail system within the project, which is just a widened sidewalk for the trails. The Mayor stated he would prefer this be public. Rick stated he has family who live in this type of HOA and they depend on it to maintain the landscaping and to have a clubhouse for extended family events where you do not have room in your home. They plan to build a model and sell out of the homes in there, which is the reason for the clubhouse. Councilmember Beal suggested alternative options, such as the senior center and the Lion's Club for those events. The Mayor stated the only HOA that has been silent in Plain City has been the senior overlay at Town Square. Councilmember Beal asked if HOA fees are for a clubhouse only. Councilmember Favero stated the city taking those areas, such as pocket parks, puts a lot of strain on staff. The Mayor asked how big the park is. Rick stated it is 17% out of 9 acres. He stated the HOA could maintain the area and he would be glad to add language stating it would be subject to city requirements. He stated the builder they are working with has projects nationally that have been very successful and well cared for. Rick stated he is happy to add language regarding maintenance of sewer, roads, and other things that are often not taken into consideration with HOA fees. Councilmember Favero stated his concern with the width of the roads. Rick stated if the city ended up with it, he would have to widen the roads. The Mayor asked what the frontages are. Rick replied 52 feet. Councilmember Beal asked if the council needs to restrict anything to make sure this doesn't get built while there is that temporary road. The Mayor stated they cannot restrict it because it meets state standards. Councilmember Wilson mentioned the council does not review HOA contracts, but they get blamed for everything that goes wrong in them. Rick stated he is happy share those with the council. He stated Dan mentioned the maintenance for the pond, but that is really the only thing for the city. Councilmember Favero is concerned that often HOAs forget they have to replace sewer or clean the lines every so many years because it's out of sight out of mind. Rick stated he would be happy to put in that in the development agreement. The Mayor asked if the HOA would be over all utilities and everything, and what the HOA fee is going to be. Rick stated around \$120 per month. The Mayor asked how many homes. Rick replied 41. He stated the two biggest expenses are always landscape and snow removal. The Mayor asked what they would do when they needed to redo a road. Rick stated they would assess the homeowners. Councilmember Beal asked if Rick should address the outstanding issues and report back. Rick offered to address those issues and read through them.

2.1 is a typo that will be corrected.

2.1 also states it is recommended that nothing in the agreement waives any of the requirements of our ordinance as well. I feel like it says that already, but I'm happy to change language if it meets your understanding of it better. It does state in there two to three different times that everything will line up with city ordinances.

3.1 We talked about roads at length so I guess we can address that later.

3.5 again we're talking HOA, the hard part with this product is with people of 55 and older they move there to not have to have all the upkeep.

3.7 mentions general amenities. Rick stated he would be happy to add that language if it helps.

3.8 should make clear that any amendment needs to be agreed by both parties. I feel like it says that, but once again I'm happy to change language because in my mind it clearly states that. I have to bring you an amendment, and you have to approve it. I cannot change it without the governing body's approval.

6.6 I am happy to remove that there are attorney fees.

6.7 states it should run indefinitely and I am extremely comfortable with that.

In reference to Dan's comments:

He requests we add page numbering to track the document. Number 2, that be a termination clause. Section 7.8 does not exist, so we will extract that from the agreement. How many units has been left blank, the current plat with lining up roads to help our neighbor is at 41, once again we're back to 3.5 for the developer/HOA to add the detention pond to the HOA requirements, and once again removing the expiration date of that. Rick indicated that he is comfortable making those changes to the document and bringing it back for review. Councilmember Beal stated she is leaning toward the roads being public instead of private. The Mayor asked what the road width is. Rick replied it is 50 feet, or a little bigger because of the 6-foot sidewalks so it is technically 60 feet. The Mayor stated these roads are not arterial so we want 22 feet asphalt maximum anyway to clear snow in two passes. Rick stated they went private under the direction of their TRC. Dan stated if going forward with any HOA he would like it to be a 100% gated community. He stated pickleball courts will be an issue because it is very popular and if people see it,

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they will want to use it and it would infringe on rights of people buying in there to have the public using it. Councilmember Beal stated if this is not a successful HOA that fails and reverts to the city, we would want the roads built to our standards. Dan stated we should deal with that if it occurs rather than go into an HOA agreement saying if this fails what are we going to do. Dan stated that this seems like a really nice senior overlay but also sees how busy our pickleball courts are and that he is concerned about the parking if more people are using the courts. He stated we do not want a lot of people over there. Rick stated the HOA would be required to police it, but he does not have a preference whether it is private or public. Councilmember Favero stated there was talk about a maintenance agreement. Who would be responsible for maintaining the pond. Dan stated the detention pond would need to be addressed in a maintenance agreement just like Kent's or any privately owned detention pond, agreeing we can go in annually to make sure they are maintaining the pond. Councilmember Favero asked why the city could not do this with everything. He stated there is an obligation here. With storm water it is easy because the state mandates it. Councilmember Favero knows what Dan's referring to and why he's doing this but why can't we do it with everything, at least the language is there and it won't be hidden from the people that are buying the homes. Things need to be clearly spelled out so they understand they are on the hook for everything, not just the park and landscape. It is easy to forget about things you can't see, which the pond being one of them. Rick stated the development must maintain all maintenance, landscaping, common areas, amenities, and private roads until the HOA is established. The HOA will then be responsible for maintaining all landscaping, sidewalk, private roads, and the common area space within the development. He stated he is going to add language for the pond. Councilmember Favero requested everything be consistent with the plat when we record it. He asked if we have a conceptual plan to look at. Rick stated the concept plan that was initially put in was changed after meeting with Nilson Homes. He stated there were initially 42 doors, but to help out Nilson, they did lose one door. He stated the plan he provided to the council is the one they would like, but the Planning Commission has not seen that one. Councilmember Favero stated that if we widen that one private road to match the public road that could potentially change the count as well. Rick stated once they connect to our road whether ours is private or not, they should have access to it and he thinks they can work backwards from that as well. That is an opinion not a fact, so just being very honest. The Mayor asked if there were any other questions, comments, or concerns. Councilmember Wilson stated she believes he has addressed everything that she had a concern with. Councilmember Favero asked if that is tied into the public street what is to stop someone from the other subdivision driving through. Rick stated he thinks it would be limited because most people will go that way. Councilmember Favero stated there could be a lot of 55 and over folks very upset. Councilmember Beal asked if they are putting a gate around the pickleball courts. Rick stated that is a good idea, and added it will be fenced. She stated it definitely needs to be adjusted and presented to the Planning Commission with the updates. The Mayor asked Rick to get this ready as soon as possible.

Discussion/Motion: Conditional Final Acceptance of Fremont Meadows Phase 1

Dan stated Fremont Meadows Phase 1 has been held up a little bit with getting the detention pond put into Plain City's name. He stated that was finally completed. He stated the improvements are finished, but because there was a big debris pile left from Phase 1 that had to be moved, it was held up. The pile has now been moved.

Councilmember Beal moved to give conditional final acceptance of Fremont Meadows Phase 1.

Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Discussion/Motion: Ordinance - Amend Zoning Ordinance Regarding Swimming Pool Regulations

The Planning Commission took out 20 feet from any neighbor, and then on a corner lot that will be the side lot of an adjoining lot shall be located not less than 25 feet from such lot line. Councilmember Beal asked why is the zoning for swimming pools talk about basketball. The Mayor noted that some people put basketball standards next to their pool. **Councilmember Wilson moved to approve Ordinance #2024-05 amending the zoning ordinance regarding swimming pool regulations. Councilmember Beal seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.**

Discussion/Motion: Ordinance - Amend Subdivision Ordinance Regarding Requiring Two Accesses

The Mayor noted this is in regard to this subdivision where we're going to require that they have two full standard roads for access. Councilmember Wilson noted that Brynlee Acres got this in before this was done is so he grandfathered. The Mayor asked if we need to write the 60 ft ROW or can it be to whatever our standards are for that

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subdivision because we are going to start seeing more subdivisions with narrower roads. He indicated it takes seven passes to clear 42 feet of road and asphalt. There was a brief discussion concerning ROW and how much is paved. **Councilmember Beal moved to approve Ordinance #2024-06 amending the subdivision ordinance regarding requiring two accesses. Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.**

Discussion/Motion: Resolution – Cash Receipting Policy

The Mayor reported that this is in conjunction with our fraud risk assessment. **Councilmember Wilson moved to approve Resolution #2024-06 adopting a cash receipting policy. Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.**

Discussion/Motion: Set Public Hearing for Adjustment to FY2024 City Budget and for Approval of FY2025 City Budgets – June 20

Councilmember Beal moved to set the public hearings on June 20 for adjusting the FY2024 city budgets and for approving the FY2025 City Budgets. Councilmember Wilson seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Discussion/Motion: Resolution – General Fee Schedule

The Mayor reported that he sat down with Diane to review all the fees. He noted the Central Weber is raising their monthly fee and their connection fee. This will affect about 100 of our residents. We are increasing copy fees and the GRAMA research fee. In reference to the Senior Center, he stated it is costing us more to have cleanings and time for inspections so we are going to go from \$75 to \$100 with \$150 cleaning deposit, which used to be \$100. He stated the east room is going to \$75 from \$50. Councilmember Beal asked if the cleaning deposit is refundable. The Mayor stated it is 100% refundable if the facility is clean. It was reported that we have kept a couple of deposits recently. Mayor Beesley is proposing to raise the door-to-door sales licenses from \$25 to \$50. The Mayor stated the Technical Review Committee fee is \$75 for a lot line adjustment or a lot consolidation, and \$250 for a full subdivision. This is to cover Dan's time, engineer's time, and any other professionals that might have to come to our meetings, Planning Commission, etc. He stated DADU inspection fees are \$50, and the land use appeal filing fee is now increased from \$200 to \$400. He stated we are increasing the overlay zone fee from \$250 to \$500. The Mayor noted to increase the engineering fee to \$200. He noted he would rather refund them at the end of the project than keep billing them. We are asking for \$160 for planner services with development reviews. **Councilmember Beal moved to approve Resolution #2024-07 adopting the fees as presented. Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.**

Discussion: Planner Services

The Mayor stated Hansen Planning Group is who helped get up to speed with our subdivision ordinance amendment to be in compliance with state law. They were phenomenal to work with. They listened, worked with us, and did not push us. He stated we have had planners in the past who have pushed their own agenda. They have given us a proposal as our city planner. He stated there is no doubt that we need a planning professional at times. There was a discussion about whether we need an RFP or if we can go forward to consult with them on an as needed basis. Councilmember Beal stated it would feel more kosher if we put it all out to bid. Councilmember Wilson stated it also depends on the amount you're going to pay them. The Mayor stated we know we are opening up our general plan and we are going to want somebody for that. Councilmember Beal stated that we do not know if we are going to use \$15,000 so she would like to get it bid just to be safe. Councilmember Favero stated this would be a proposal not a bid. The Mayor stated that even with proposals we do not have to take the lowest bid. We are just doing this up front and giving others the opportunity to come present. The Mayor stated that without this being a motion and just having a discussion he feels we would all be alright if we put this out for proposal. Councilmember Favero stated he is good either way. Councilmember Wilson stated she is also good either way. Councilmember Beal stated she would prefer we bid it out. The Mayor stated it will take about six weeks at least to get proposals together and have them come and present. The Mayor stated he will speak to Brandon.

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Discussion/Motion: Cancel Meeting on July 4

Councilmember Beal moved to cancel the July 4, 2024 meeting. Councilmember Wilson seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Discussion/Motion: Purchase of Shirts/Jackets/Hats for Mayor and Council

Councilmember Beal stated she sent out information to the council but no one responded. She stated Shauna does heat transfer and we need embroidery. If it was a jersey a screen print would be fine, a heat transfer works for the back of a jersey, but for a polo embroidery is definitely much better. She stated she sent it to five people but only two responded, Keen Impressions which she stated in full disclosure that is her husband's business. She stated she sent it to Brand Lab, the Sassy Stich, Cota Custom Designs, and Artistic Badge, but the only two that answered were Keen Impressions and Brand Lab. Keen Impressions is least expensive than Brand Lab even though we already have the digitized files charges \$50 per file, so if we wanted it to say Plain City it would cost \$50, and that if we want it to say Planning Commission that's another \$50, etc. Keen Impressions does not charge a digitization, anything 2X or larger is going to be more expensive. She stated the number of stitches could change the price. The Mayor stated he does not need his to say Mayor. Councilmember Beal stated she wants hers to say City Council so people know who she is. She stated Keen Impressions is about \$3.00 cheaper on average, and the jackets are \$10 cheaper, and she has asked for a bid on hats. She asked if the Planning Commission is interested. Blake stated they would be. Diane stated they would also include staff. Councilmember Wilson confirmed with Dan they already have it digitized where he purchased his. The Mayor stated that in the end he can do this unilaterally and will make a decision.

Motion: Approval of Business License

There were none.

Motion: Approval of Warrant Register

See warrant register dated 05/15/2024 to 06/03/2024. The Five 9's bill was for adjusting our settings on the phones.

Councilmember Beal moved to approve and pay the bills as presented. Councilmember Wilson seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Report from City Council

Councilmember Beal stated she will make a blind for the window. She asked if the Mayor wants to participate in parade. The Mayor stated he would. Councilmember Beal stated we have to buy candy and asked if Dan could provide the tractor and trailer. Dan replied, yes.

The Mayor reported he attended a meeting with developers and the county and found JDC is probably going from 725 homes to 1,000. If any of the city councilmembers would like to watch for the public hearing, we would like to attend. Hopefully UDOT is planning for the additional traffic. The Mayor asked Dan if he could call UDOT and report as this is going to create a lot of traffic. He stated at WACOG there was discussion about the senior center. They are going to pick five cities that have senior centers and that our closest will be North Ogden. WACOG asked to push back the time to start, which will probably be about December. Hopefully they get that information out to the seniors in our area. Councilmember Wilson stated they are using already built buildings and asked if they have the numbers for our city. The Mayor stated about 15-20 seniors currently attend our senior center for meals on Wednesdays. The Mayor stated Colette still needs volunteers. Councilmember Beal stated they are needed for dodgeball.

At 8:14 p.m. Councilmember Beal moved to adjourn and was seconded by Councilmember Wilson. The vote was unanimous.

City Recorder

Mayor

Date approved _____

RESOLUTION NO.

**A RESOLUTION TO MAKE FINAL ADJUSTMENTS TO THE 2023-2024
FISCAL YEAR CITY BUDGETS**

WHEREAS, the City of Plain City (herein “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with the provisions of UCA §10-3-717, the governing body of the city may exercise all administrative powers by resolutions; and,

WHEREAS, the City desires to make final adjustments to the 2023-2024 fiscal year city budgets.

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, desires to make final adjustments to the 2023-2024 fiscal year city budgets as attached to this resolution.

PASSED AND APPROVED by the Plain City Council this 20th day of June, 2024.

Voting:

Council Member Favero _____
Council Member Panunzio _____
Council Member Jenkins _____
Council Member Beal _____
Council Member Wilson _____

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
TAXES					
10-31-10	CURRENT YEAR PROPERTY TAXES	212,657	225,000	(13,000)	212,000
10-31-20	REDEMPTIONS	3,369	3,000		3,000
10-31-25	REGISTERED VEHICLES	18,746	20,000		20,000
10-31-30	SALES AND USE TAXES	1,566,618	1,500,000	50,000	1,550,000
10-31-32	RAMP TAXES	7,833	7,850	-	7,850
10-31-40	FRANCHISE TAXES	376,306	380,000		380,000
10-31-45	TELECOMMUNICATIONS TAXES	21,568	18,000	4,000	22,000
10-31-50	CELL TOWER REVENUE	103,609	60,000	30,000	90,000
	TOTAL TAXES	2,310,705	2,213,850	71,000	2,284,850
LICENSES AND PERMITS					
		-			
10-32-10	BUSINESS LICENSES AND PERMITS	8,240	6,000	2,000	8,000
10-32-21	BUILDING PERMITS	464,607	325,000	125,000	450,000
	TOTAL LICENSES AND PERMITS	472,847	331,000	127,000	458,000
INTERGOVERNMENTAL REVENUE					
10-33-56	CLASS "C" ROAD FUND ALLOTMENT	448,948	425,000	-	425,000
10-33-57	UDOT GRANTS	-	-		-
10-33-60	STATE GRANTS	8,093	10,000		10,000
10-33-61	CONTRIBUTIONS FROM OTHER GOV'T	145,472	140,000	10,000	150,000
10-33-62	OGDEN CITY AMBULANCE REIMBURSE	-	30,000		30,000
10-33-63	WACOG/WEBER CO 3600 W	-	-		-
	TOTAL INTERGOVERNMENTAL REVENUE	602,513	605,000	10,000	615,000

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FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
<u>CHARGES FOR SERVICES</u>					
		-			
10-34-41	ENGINEERING FEES	-	-		-
10-34-43	LANDFILL FEES	1,042,634	695,000	305,000	1,000,000
10-34-50	ENGINEERING REIMBURSEMENTS	27,879	30,000		30,000
10-34-65	CEMETERY BURIAL FEES	7,020	9,000		9,000
10-34-74	PARK RENTAL FEES	1,984	1,500		1,500
10-34-75	RECREATION FEES - BASEBALL	58,582	42,000	6,000	48,000
10-34-76	REC FEES-BASKETBALL	59,294	62,000	(12,000)	50,000
10-34-77	RECREATION FEES - FOOTBALL	31,087	35,000	(5,000)	30,000
10-34-78	TRACK CLUB	7,051	6,500		6,500
10-34-79	CORNHOLE	463	1,000		1,000
10-34-80	VOLLEYBALL	6,551	-	4,000	4,000
	TOTAL CHARGES FOR SERVICES	1,242,545	882,000	298,000	1,180,000
<u>FINES AND FORFEITURES</u>					
10-35-10	COURT FINES	34,246	32,000		32,000
	TOTAL FINES AND FORFEITURES	34,246	32,000	-	32,000
<u>MISCELLANEOUS REVENUE</u>					
		-			
10-36-10	INTEREST EARNINGS	221,890	200,000	20,000	220,000
10-36-40	4TH OF JULY REVENUES	21,726	25,000		25,000
10-36-41	FOUNDERS DAY REVENUE	-	2,000		2,000
10-36-42	CULTURAL ACTIVITIES	-	2,000		2,000
10-36-50	STREET LIGHT REVENUE	-	-		-
10-36-61	PARK DONATIONS	-	-		-
10-36-62	AMPITHEATER DONATIONS	-	-		-
10-36-90	SUNDRY REVENUES	25,669	20,000		20,000
10-36-91	RENTAL REVENUE	7,236	6,000		6,000
10-36-93	FILING FEES	12,300	10,000		10,000
10-36-94	CREDIT CARD FEES	1,552	1,600		1,600
10-36-98	CARES ACT	-	-		-
	TOTAL MISCELLANEOUS REVENUE	290,373	266,600	20,000	286,600

PLAIN CITY
 AMENDMENTS TO BUDGET
 FOR THE BUDGET YEAR ENDED JUNE 30, 2024

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
<u>IMPACT FEES</u>					
10-37-10	PARK IMPACT FEES	179,387	165,000		165,000
10-37-40	TRANSPORTATION IMPACT FEE	57,383	50,000		50,000
10-37-50	PUBLIC SAFETY IMPACT FEE	8,218	7,500		7,500
	USE OF FUND BALANCE	-	-		-
	TOTAL IMPACT FEES	244,987	222,500	-	222,500
TOTAL FUND REVENUE		\$ 5,198,215	\$ 4,552,950	\$ 526,000	\$ 5,078,950

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**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
LEGISLATIVE					
10-41-11	SALARIES - WAGES	24,000	24,000		24,000
10-41-13	SOCIAL SECURITY	1,864	2,800		2,800
10-41-14	EMPLOYEE BENEFITS	502	-		-
10-41-23	TRAVEL	54	2,500		2,500
10-41-24	OFFICE SUPPLIES AND EXPENSE	-	-		-
10-41-25	YOUTH COUNCIL	-	1,000		1,000
10-41-26	DONATIONS	-			-
10-41-31	PROFESSIONAL STAFF-SALARIES	324	-		-
10-41-32	ATTORNEY SERVICES	11,627	12,000		12,000
10-41-33	EDUCATION AND TRAINING	7,460	10,000		10,000
10-41-34	AUDIT SERVICES	7,800	6,500		6,500
10-41-35	OFFICE CAPITAL EQUIPMENT	-	10,000		10,000
10-41-36	ENGINEERING SERVICES	170,585	140,000	20,000	160,000
10-41-37	OTHER PROFESSIONAL SERVICES	51,785	55,000		55,000
TOTAL LEGISLATIVE		276,001	263,800	20,000	283,800
JUDICIAL					
10-42-11	SALARIES/WAGES	27,272	23,725	5,275	29,000
10-42-13	SOCIAL SECURITY	2,109	1,800	500	2,300
10-42-14	EMPLOYEE BENEFITS	7,523	1,500	5,000	6,500
10-42-24	OFFICE SUPPLIES AND EXPENSE	-	1,000		1,000
10-42-31	LEGAL COURT SERVICES	8,774	10,000		10,000
10-42-33	EDUCATION & TRAINING	1,757	2,000		2,000
TOTAL JUDICIAL		47,435	40,025	10,775	50,800

**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
ADMINISTRATIVE					
10-43-11	SALARIES - WAGES	134,303	148,790		148,790
10-43-13	SOCIAL SECURITY	10,063	11,184		11,184
10-43-14	EMPLOYEE BENEFITS	52,468	48,155	4,000	52,155
10-43-23	TRAVEL	1,098	2,000		2,000
10-43-24	OFFICE SUPPLIES AND EXPENSE	10,157	10,000		10,000
10-43-31	PROFESSIONAL STAFF	26,408	28,000		28,000
10-43-33	EDUCATION AND TRAINING	1,629	2,000		2,000
		-			
	TOTAL ADMINISTRATIVE	236,127	250,129	4,000	254,129
NON-DEPARTMENTAL					
10-49-22	PUBLIC NOTICES	3,439	9,000		9,000
10-49-50	BANK SERVICE CHARGE	2,548	2,500		2,500
10-49-51	INSURANCE AND SURETY BONDS	42,926	42,200		42,200
10-49-52	CONTINGENCY	-	-		-
10-49-53	4TH OF JULY	46,108	55,000		55,000
10-49-54	FOUNDERS DAY	-	2,500		2,500
10-49-60	CULTURAL ACTIVITIES	149	2,000		2,000
10-49-61	POPS CONCERT	286	2,000		2,000
10-49-63	EASTER EGG HUNT	1,765	1,300		1,300
10-49-64	PUMPKIN WALK	1,882	2,500		2,500
10-49-65	CHRISTMAS TREE LIGHTING	15,937	12,000	4,000	16,000
10-49-76	MISCELLANEOUS EXPENDITURES	43,361	32,000	10,000	42,000
10-49-77	ELECTIONS	5,710	20,000	(14,000)	6,000
		-			
	TOTAL NON-DEPARTMENTAL	164,111	183,000	-	183,000

**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
<u>GENERAL GOVERNMENT BUILDINGS</u>					
10-50-11	SALARIES & WAGES	11,603	10,670	1,000	11,670
10-50-13	SOCIAL SECURITY	-	-		-
10-50-25	SHOP SUPPLY & MAINTENANCE	2,115	2,500		2,500
10-50-26	BLDGS & GROUNDS - MAINT & OPER	7,874	16,000		16,000
10-50-27	UTILITIES	110,648	90,000	12,000	102,000
10-50-28	TECHNOLOGIES	19,966	15,000	5,500	20,500
10-50-35	EQUIPMENT & SUPPLIES	509	7,800		7,800
10-50-41	UTILITIES - SHOP	-	-		-
10-50-42	UTILITIES STREET LIGHTS	-	-		-
10-50-43	UTILITIES OTHER	-	-		-
TOTAL GENERAL GOVERNMENT BUILDINGS		152,715	141,970	18,500	160,470
<u>PLANNING & ZONING</u>					
10-52-26	PLANNING COMMISSION EXPENSES	6,384	7,000		7,000
10-52-30	GENERAL PLAN	7,531	6,000		6,000
10-52-33	EDUCATION AND TRAINING	-	2,000		2,000
10-52-34	PLANNER	-	-		-
TOTAL PLANNING & ZONING		13,915	15,000	-	15,000
<u>PUBLIC SAFETY</u>					
10-54-11	SALARIES - WAGES	104,572	96,264	8,350	104,614
10-54-13	SOCIAL SECURITY	8,013	7,371	700	8,071
10-54-14	EMPLOYEE BENEFITS	12,425	11,114	1,325	12,439
10-54-33	EDUCATION AND TRAINING	-	-		-
10-54-49	EQUIPMENT SUPPLIES & MAINTENAN	19,200	22,000		22,000
10-54-51	CROSSING GUARD EXPENSES	353	5,000		5,000
10-54-53	POLICE SERVICE - WCSO	554,669	624,819		624,819
10-54-55	ANIMAL CONTROL - WCSO	46,296	52,000		52,000
10-54-57	PUBLIC SAFETY IMPACT FEES	10,000	10,000		10,000
10-54-70	STREET LIGHT OPERATION	-	-		-
TOTAL PUBLIC SAFETY		755,528	828,568	10,375	838,943

**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
EMERGENCY GRANT					
10-56-11	SALARIES	-	-		
10-56-13	SOCIAL SECURITY	-	-		
10-56-14	EMPLOYEE BENEFITS	-	-		
10-56-20	TRAINING & TUITION	-	-		
10-56-29	BUILDING (MAINT & SUPPLIES)	-	-		
10-56-48	DEPARTMENT SUPPLIES	-	-		
10-56-75	GRANTS	42,309	42,310		42,310
10-56-82	EMS SUPPLIES	-	-		
		42,309	42,310	-	42,310
FIRE PROTECTION					
10-57-11	SALARIES - WAGES	231,777	279,770		279,770
10-57-13	SOCIAL SECURITY	18,979	21,467		21,467
10-57-14	EMPLOYEE BENEFITS	7,709	7,900		7,900
10-57-20	TRAINING & TUITION	871	4,000		4,000
10-57-21	PUBLIC RELATIONS	3,858	4,000		4,000
10-57-27	UTILITIES	-	-		-
10-57-29	BUILDING (MAINT. & SUPPLIES)	10,737	7,000		7,000
10-57-30	CERT	-	2,000		2,000
10-57-32	FLEET	11,941	20,000		20,000
10-57-36	EMERGENCY MITIGATION	-	-		-
10-57-50	AMBULANCE SERVICES	-	-		-
10-57-74	CAPITAL OUTLAY	-	-		-
10-57-82	EMS SUPPLIES	3,531	4,000		4,000
10-57-83	RADIO MAINTENANCE	39,484	8,000		8,000
10-57-85	FIRE REIMBURSE/TRAINING	-	-		-
10-57-86	FIRE (EQUIPMENT & MAINT)	17,981	42,000		42,000
10-57-87	FIRE PERSONAL PROTECTION	-	3,500		3,500
10-57-90	UNIFORMS	-	7,500		7,500
	TOTAL FIRE PROTECTION	346,868	411,137	-	411,137

**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
STREETS					
10-60-11	SALARIES - WAGES	90,533	51,208	38,500	89,708
10-60-13	SOCIAL SECURITY	6,838	3,815	3,100	6,915
10-60-14	EMPLOYEE BENEFITS	33,588	23,031	10,600	33,631
10-60-20	SAFETY/CLOTHING ALLOWANCE	288	1,000		1,000
10-60-25	EQUIPMENT-SUPPLIES & MAINTENAN	81,544	50,000	35,000	85,000
10-60-32	FLEET	33,780	20,000	12,000	32,000
10-60-26	SIDEWALK REPAIR & MAINTENANCE	537	3,000		3,000
10-60-30	CLASS C ROAD WORK	444,057	410,000	40,000	450,000
10-60-31	TRANSPORTATION TAX EXPENSE	100,000	100,000		100,000
10-60-33	EDUCATION AND TRAVEL	616	1,000		1,000
10-60-73	TRANSPORTATION GRANT EXP	-	-		-
10-60-74	TRANSPORTATION IMPACT FEES	-	84,000		84,000
10-60-76	WACOG/WEBER CO 3600 W	-	-		-
		-	-		-
	TOTAL STREETS	791,781	747,054	139,200	886,254
LANDFILL					
		-	-		-
10-65-11	SALARIES - WAGES	24,738	30,000		30,000
10-65-13	SOCIAL SECURITY	1,929	1,900		1,900
10-65-14	EMPLOYEE BENEFITS	620	531		531
10-65-25	MAINTENANCE & OPERATIONS	5,859	10,000		10,000
10-65-26	LANDFILL CLOSURE	69,563	69,563		69,563
10-65-27	WASTE TRANSFER/GARBAGE PICKUP	806,313	723,000	125,000	848,000
		-	-		-
	TOTAL LANDFILL	909,022	834,994	125,000	959,994

PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
PARKS					
10-70-11	SALARIES - WAGES	90,433	80,250	10,000	90,250
10-70-13	SOCIAL SECURITY	6,847	8,320	(1,000)	7,320
10-70-14	EMPLOYEE BENEFITS	25,766	14,393	10,000	24,393
10-70-26	UTILITIES	12,595	16,000	(3,000)	13,000
10-70-32	FLEET	1,930	8,000		8,000
10-70-25	EQUIPMENT-SUPPLIES & MAINTENAN	62,555	65,000		65,000
10-70-27	RAMP GRANT EXPENDITURES	-	-		-
10-70-28	PARKS CAPITAL PROJECTS	-	23,000		23,000
10-70-33	EDUCATION AND TRAVEL	185	-		-
10-70-74	PARK IMPACT FEE EXPENDITURES	-	20,000		20,000
					-
	TOTAL PARKS	200,311	234,963	16,000	250,963
RECREATION					
10-71-11	SALARIES-WAGES	126,651	115,421	15,000	130,421
10-71-13	SOCIAL SECURITY	9,568	8,717	1,000	9,717
10-71-14	EMPLOYEE BENEFITS	34,374	36,736		36,736
10-71-25	EQUIPMENT & SUPPLIES/BASEBALL	22,224	23,000		23,000
10-71-28	CAPITAL PROJECTS RECREATION	-			-
10-71-30	TRACK CLUB	2,376	3,500		3,500
10-71-33	EDUCATION AND TRAINING	-	1,000		1,000
10-71-40	BASKETBALL	7,804	25,000		25,000
10-71-45	CORNHOLE	360	1,600		1,600
10-71-55	EQUIPMENT & SUPPLIES/FOOTBALL	32,133	35,000		35,000
10-71-57	REFEREES - FOOTBALL	6,318	7,500		7,500
	VOLLEYBALL	-	-		-
					-
	TOTAL RECREATION	241,808	257,474	16,000	273,474

**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
TRANSFERS					
10-90-10	CONTRIBUTION TO CAPITAL FUND	830,186	250,186	580,000	830,186
	CONTRIBUTION TO LANDFILL FUND		-		
	TOTAL TRANSFERS	<u>830,186</u>	<u>250,186</u>	<u>580,000</u>	<u>830,186</u>
TOTAL FUND EXPENDITURES		<u>\$ 5,008,117</u>	<u>\$ 4,458,300</u>	<u>\$ 939,850</u>	<u>\$ 5,398,150</u>
		2,871,302			
NET REVENUE OVER EXPENDITURES		<u>\$ 190,098</u>	<u>\$ 94,650</u>	<u>\$ (413,850)</u>	<u>\$ (319,200)</u>
		\$ (2,136,815)			
GENERAL FUND TOTAL UNRESTRICTED RE		<u>\$ 4,350,975</u>	<u>\$ 3,757,600</u>	<u>\$ 516,000</u>	<u>\$ 4,273,600</u>
GENERAL FUND TOTAL UNRESTRICTED EX		<u>\$ 4,454,060</u>	<u>\$ 3,918,300</u>	<u>\$ 899,850</u>	<u>\$ 4,818,150</u>
EXCESS (DEFICIENCY)		<u>\$ (103,085)</u>	<u>\$ (160,700)</u>	<u>\$ (383,850)</u>	<u>\$ (544,550)</u>
GENERAL FUND RESTRICTED REVENUES		<u>\$ 847,240</u>	<u>\$ 795,350</u>	<u>\$ 10,000</u>	<u>\$ 805,350</u>
GENERAL FUND RESTRICTED EXPENSES		<u>\$ 554,057</u>	<u>\$ 540,000</u>	<u>\$ 40,000</u>	<u>\$ 580,000</u>
EXCESS (DEFICIENCY)		<u>\$ 293,183</u>	<u>\$ 255,350</u>	<u>\$ (30,000)</u>	<u>\$ 225,350</u>
TOTAL EXCESS (DEFIENCY) UNRESTRICTED		<u>190,098</u>	<u>94,650</u>	<u>(413,850)</u>	<u>(319,200)</u>

PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
LANDFILL CLOSURE FUND					
20-36-10	INTEREST EARNINGS	1,969	500		500
		-	-		-
20-39-51	TRANSFER FROM GENERAL	69,563	69,563		69,563
		-	-		-
		<u>71,532</u>	<u>70,063</u>	-	<u>70,063</u>
	TOTAL FUND REVENUE	<u>71,532</u>	<u>70,063</u>	-	<u>70,063</u>
20-40-62	LANDFILL CLOSURE	3,500	1,500	2,000	3,500
	NET REVENUE OVER EXPENDITURES	<u>68,032</u>	<u>70,063</u>	-	<u>70,063</u>

**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
CAPITAL PROJECTS FUND					
<u>MISCELLANEOUS REVENUE</u>					
45-36-10	INTEREST EARNINGS	150,000	80,000	70,000	150,000
45-31-60	GRANT REVENUE	336,191		340,000	340,000
	TOTAL MISCELLANEOUS REVENUE	<u>486,191</u>	<u>80,000</u>	<u>410,000</u>	<u>150,000</u>
<u>TRANSFERS</u>					
45-38-10	TRANSFER FROM GENERAL FUND	830,186	250,186	580,000	830,186
	TOTAL TRANSFERS	<u>830,186</u>	<u>250,186</u>	<u>580,000</u>	<u>830,186</u>
<u>SPECIAL REVENUES</u>					
45-39-51	TRANSFER IMPACT FEES FROM GENERAL	12,000	10,000		10,000
	TOTAL SPECIAL REVENUES	<u>12,000</u>	<u>10,000</u>	<u>-</u>	<u>10,000</u>
	TOTAL FUND REVENUE	<u>1,328,377</u>	<u>340,186</u>	<u>990,000</u>	<u>990,186</u>
<u>EXPENDITURES</u>					
45-40-65	REMODEL CITY HALL	-	-		
45-40-70	EQUIPMENT	405,600	405,600		405,600
45-40-66	GENERATOR	-	-		-
45-40-74	CAPITAL PROJECTS	-	355,000		355,000
45-40-65	CAMERAS ON PARKS	-	-		
	TOTAL EXPENDITURES	<u>405,600</u>	<u>760,600</u>	<u>-</u>	<u>760,600</u>
	NET REVENUE OVER EXP	<u>922,777</u>	<u>(420,414)</u>	<u>990,000</u>	<u>229,586</u>

PLAIN CITY
 AMENDMENTS TO BUDGET
 FOR THE BUDGET YEAR ENDED JUNE 30, 2024

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
SEWER FUND					
<u>CHARGES FOR SERVICES</u>					
		-			
52-34-10	SEWER COLLECTION FEES	746,619	715,000	30,000	745,000
52-34-15	SEWER TREATMENT FEES	-	-		-
52-34-20	CONNECTION FEES	30,076	25,000		25,000
	TOTAL CHARGES FOR SERVICES	<u>776,695</u>	<u>740,000</u>	<u>30,000</u>	<u>770,000</u>
<u>IMPACT FEES</u>					
52-35-20	IMPACT FEES	298,529	250,000	45,000	295,000
	TOTAL IMPACT FEES	<u>298,529</u>	<u>250,000</u>	<u>45,000</u>	<u>295,000</u>
<u>MISCELLANEOUS REVENUE</u>					
		-			-
52-36-10	INTEREST EARNINGS	151,200	126,000	25,000	151,000
52-36-20	MISCELLANEOUS REVENUE	681,745	1,050,000		1,050,000
52-36-30	CONTRIBUTED CAPITAL	-	-		-
	TOTAL MISCELLANEOUS REVENUE	<u>832,945</u>	<u>1,176,000</u>	<u>25,000</u>	<u>1,201,000</u>
	TOTAL FUND REVENUE	<u>1,908,169</u>	<u>2,166,000</u>	<u>100,000</u>	<u>2,266,000</u>

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**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
EXPENDITURES					
		-			
52-40-11	SALARIES - WAGES	111,322	85,758	25,000	110,758
52-40-13	SOCIAL SECURITY	8,340	7,214	1,000	8,214
52-40-14	EMPLOYEE BENEFITS	49,993	39,976	10,000	49,976
52-40-25	COLLECTIONS - SUPPLIES & MAINT	121,348	100,000	20,000	120,000
52-40-32	FLEET	9,007	10,000		10,000
52-40-27	UTILITIES	47,036	50,000		50,000
52-40-31	PROFESSIONAL & TECH SERVICES	14,310	10,000		10,000
52-40-33	EDUCATION AND TRAINING	792	2,500		2,500
52-40-34	AUDIT SERVICES	-	2,000		2,000
52-40-36	ENGINEERING SERVICES	34,685	30,000	10,000	40,000
52-40-58	BONA VISTA - SEWER COLLECTION	18,876	25,000		25,000
52-40-59	SEWER CONNECTION-CENTRAL WEBER	35,057	30,000	5,000	35,000
52-40-62	PENSION EXPENSE	-	-		-
52-40-65	DEPRECIATION	255,000	255,000		255,000
52-70-74	CAPITAL OUTLAY EQUIPMENT	-	84,000		84,000
52-70-75	CAPITAL OUTLAY INFRASTRUCTURE	681,745	1,020,000		1,020,000
	SEWER IMPACT FEES	-	-		-
52-80-82	DEBT SERVICE - INTEREST	19,836	37,000		37,000
TOTAL EXPENDITURES		<u>1,407,347</u>	<u>1,788,448</u>	<u>71,000</u>	<u>1,859,448</u>
		-			
NET REVENUE OVER EXPENDITURES		<u>500,822</u>	<u>377,552</u>	<u>29,000</u>	<u>406,552</u>

**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
STORM DRAIN FUND					
<u>CHARGES FOR SERVICES</u>					
53-34-10	STORM DRAIN FEES	201,676	195,000	5,000	200,000
	TOTAL CHARGES FOR SERVICES	<u>201,676</u>	<u>195,000</u>	<u>5,000</u>	<u>200,000</u>
<u>IMPACT FEES</u>					
53-35-20	IMPACT FEES	78,404	50,000	25,000	75,000
	TOTAL IMPACT FEES	<u>78,404</u>	<u>50,000</u>	<u>25,000</u>	<u>75,000</u>
<u>MISCELLANEOUS REVENUES</u>					
53-36-10	INTEREST EARNINGS	17,000	2,000	15,000	17,000
53-36-30	CONTRIBUTED CAPITAL	-			
	TOTAL MISCELLANEOUS REVENUES	<u>17,000</u>	<u>2,000</u>	<u>15,000</u>	<u>17,000</u>
	TOTAL FUND REVENUE	<u>297,080</u>	<u>247,000</u>	<u>45,000</u>	<u>292,000</u>
		195,416			

✓

**PLAIN CITY
AMENDMENTS TO BUDGET
FOR THE BUDGET YEAR ENDED JUNE 30, 2024**

ACCOUNT NUMBER	ACCOUNT NAME	UPDATED ESTIMATES 2024	2024 BUDGET	2024 AMENDMENTS	2024 AMENDED BUDGET
EXPENDITURES					
		-			
53-40-11	SALARIES - WAGES	78,866	66,687	10,000	76,687
53-40-13	SOCIAL SECURITY	5,883	4,984	800	5,784
53-40-14	EMPLOYEE BENEFITS	38,257	31,213	7,000	38,213
53-40-32	FLEET	8,942	5,000	5,000	10,000
53-40-74	CAPITAL OUTLAY -	-	6,500		6,500
53-40-25	MAINTENANCE & OPERATIONS	82,574	30,000		30,000
53-40-31	PROFESSIONAL & TECH SERVICES	2,226	6,000		6,000
53-40-33	EDUCATION AND TRAINING	794	2,500		2,500
53-40-34	AUDIT SERVICES	-	2,000		2,000
53-40-36	ENGINEERING SERVICES	-	10,000		10,000
53-40-58	BONA VISTA - STORM SEWER COLL	18,876	25,000	(3,000)	22,000
53-40-62	PENSION EXPENSE	-	-		-
53-40-65	DEPRECIATION	135,000	150,000		150,000
53-40-76	MISCELLANEOUS EXPENSES	-	-		-
TOTAL EXPENDITURES		371,419	339,884	19,800	359,684
		-			
NET REVENUE OVER EXPENDITURES		(74,339)	(92,884)	25,200	(67,684)

RESOLUTION NO.

A RESOLUTION TO ADOPT THE 2024-2025 FISCAL YEAR CITY BUDGETS

WHEREAS, the City of Plain City (herein “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with the provisions of UCA §10-3-717, the governing body of the city may exercise all administrative powers by resolutions; and,

WHEREAS, the City desires to adopt the 2024-2025 fiscal year city budgets.

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, desires to adopt the 2024-2025 fiscal year city budgets as attached to this resolution.

PASSED AND APPROVED by the Plain City Council this 20th day of June, 2024.

Voting:

Council Member Favero _____
Council Member Panunzio _____
Council Member Jenkins _____
Council Member Beal _____
Council Member Wilson _____

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

Adjustments to 2025 Budget

Ryan Child <ryan@childrichards.com>

Tue 5/28/2024 10:56 AM

To: Adam Favero <afav82423@gmail.com>; Diane Hirschi <dianeh@plaincityutah.org>; Jan Willson <jan.plaincity@gmail.com>; Jed Jenkins <jedi.jenkins@gmail.com>; Jon Beesley <jonb@plaincityutah.org>; Luigi Panunzio <panunzioluigi@yahoo.com>; Rachael Beal <beal.plaincity@yahoo.com>

 1 attachments (124 KB)

2025 BUDGET PROPOSED FOR FINAL ACCEPTANCE.pdf;

Mayor and Council,

A few adjustments have taken place now that information has become available for the 2025 budget.

1. A \$1,000 donation has been added for the Weber County Junior Livestock Program.
2. The Sheriff contract has been reduced to the amount they provided at \$622,740.
3. An “up to 3%” merit increase has been added to wages and associated payroll taxes and benefits.
4. The savings on the sheriff contract has increased the transfer to the capital projects fund to \$132,084.

I wanted to get this in your hands before the meeting in June.

Let me know if you have any questions.

Ryan R. Child, CPA
Child Richards CPAs & Advisors
2490 Wall Ave
Ogden, UT 84401
801-621-0440

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
<u>TAXES</u>				
10-31-10	CURRENT YEAR PROPERTY TAXES	197,821	212,657	212,000
10-31-20	REDEMPTIONS	2,336	3,369	2,500
10-31-25	REGISTERED VEHICLES	18,229	18,746	20,000
10-31-30	SALES AND USE TAXES	1,559,124	1,566,618	1,550,000
10-31-32	RAMP TAXES	7,833	7,833	7,850
10-31-40	FRANCHISE TAXES	463,530	376,306	380,000
10-31-45	TELECOMMUNICATIONS TAXES	23,451	21,568	22,000
10-31-50	CELL TOWER REVENUE	62,787	103,609	65,000
	TOTAL TAXES	2,335,110	2,310,705	2,259,350
<u>LICENSES AND PERMITS</u>				
			-	
10-32-10	BUSINESS LICENSES AND PERMITS	8,510	8,240	8,000
10-32-21	BUILDING PERMITS	383,572	464,607	350,000
	TOTAL LICENSES AND PERMITS	392,082	472,847	358,000
<u>INTERGOVERNMENTAL REVENUE</u>				
10-33-56	CLASS "C" ROAD FUND ALLOTMENT	415,512	448,948	425,000
10-33-57	UDOT GRANTS	40,744	-	-
10-33-60	STATE GRANTS	-	8,093	-
10-33-61	CONTRIBUTIONS FROM OTHER GOV'T	138,832	145,472	145,000
10-33-62	OGDEN CITY AMBULANCE REIMBURSE	11,328	-	30,000
10-33-63	WACOG/WEBER CO 3600 W	-	-	-
	TOTAL INTERGOVERNMENTAL REVENUE	606,416	602,513	600,000

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
<u>CHARGES FOR SERVICES</u>				
			-	
10-34-41	ENGINEERING FEES	684	-	
10-34-43	LANDFILL FEES	597,633	1,042,634	1,002,000
10-34-50	ENGINEERING REIMBURSEMENTS	14,999	27,879	30,000
10-34-65	CEMETERY BURIAL FEES	4,275	7,020	8,000
10-34-74	PARK RENTAL FEES	2,228	1,984	1,500
10-34-75	RECREATION FEES - BASEBALL	49,799	58,582	48,000
10-34-76	REC FEES-BASKETBALL	44,149	59,294	50,000
10-34-77	RECREATION FEES - FOOTBALL	31,772	31,087	30,000
10-34-78	TRACK CLUB	5,802	7,051	6,000
10-34-79	CORNHOLE	767	463	800
10-34-80	VOLLEYBALL	3,863	6,551	4,000
	TOTAL CHARGES FOR SERVICES	755,970	1,242,545	1,180,300
<u>FINES AND FORFEITURES</u>				
10-35-10	COURT FINES	31,897	34,246	32,000
	TOTAL FINES AND FORFEITURES	31,897	34,246	32,000
<u>MISCELLANEOUS REVENUE</u>				
		-	-	
10-36-10	INTEREST EARNINGS	110,089	221,890	220,000
10-36-40	4TH OF JULY REVENUES	30,048	21,726	25,000
10-36-41	FOUNDERS DAY REVENUE	25	-	2,000
10-36-42	CULTURAL ACTIVITIES	-	-	2,000
10-36-50	STREET LIGHT REVENUE	-	-	-
10-36-61	PARK DONATIONS	280	-	-
10-36-62	AMPITHEATER DONATIONS	-	-	-
10-36-90	SUNDRY REVENUES	32,906	25,669	20,000
10-36-91	RENTAL REVENUE	6,225	7,236	6,000
10-36-93	FILING FEES	8,550	12,300	10,000
10-36-94	CREDIT CARD FEES	1,583	1,552	1,600
10-36-98	CARES ACT	-	-	-
	TOTAL MISCELLANEOUS REVENUE	189,706	290,373	286,600

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
<u>IMPACT FEES</u>				
10-37-10	PARK IMPACT FEES	172,829	179,387	150,000
10-37-40	TRANSPORTATION IMPACT FEE	51,750	57,383	45,000
10-37-50	PUBLIC SAFETY IMPACT FEE	8,100	8,218	7,500
	USE OF FUND BALANCE	-	-	-
	TOTAL IMPACT FEES	<u>232,679</u>	<u>244,987</u>	<u>202,500</u>
	TOTAL FUND REVENUE	<u>\$ 4,543,859</u>	<u>\$ 5,198,215</u>	<u>\$ 4,918,750</u>
		✓	✓	

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
LEGISLATIVE				
10-41-11	SALARIES - WAGES	30,273	24,000	30,600
10-41-13	SOCIAL SECURITY	1,887	1,864	2,800
10-41-14	EMPLOYEE BENEFITS	505	502	-
10-41-23	TRAVEL	407	54	2,500
10-41-24	OFFICE SUPPLIES AND EXPENSE	132	-	-
10-41-25	YOUTH COUNCIL	1,213	-	1,000
10-41-26	DONATIONS	-	-	1,000
10-41-31	PROFESSIONAL STAFF-SALARIES	421	324	-
10-41-32	ATTORNEY SERVICES	11,560	11,627	12,000
10-41-33	EDUCATION AND TRAINING	6,555	7,460	10,000
10-41-34	AUDIT SERVICES	5,940	7,800	6,500
10-41-35	OFFICE CAPITAL EQUIPMENT	-	-	10,000
10-41-36	ENGINEERING SERVICES	153,074	170,585	155,000
10-41-37	OTHER PROFESSIONAL SERVICES	56,969	51,785	55,000
	TOTAL LEGISLATIVE	268,935	276,001	286,400

JUDICIAL

10-42-11	SALARIES/WAGES	21,442	27,272	30,600
10-42-13	SOCIAL SECURITY	1,648	2,109	2,300
10-42-14	EMPLOYEE BENEFITS	1,295	7,523	6,500
10-42-24	OFFICE SUPPLIES AND EXPENSE	82	-	1,000
10-42-31	LEGAL COURT SERVICES	8,503	8,774	10,000
10-42-33	EDUCATION & TRAINING	1,718	1,757	2,000
	TOTAL JUDICIAL	34,688	47,435	52,400

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
ADMINISTRATIVE				
10-43-11	SALARIES - WAGES	134,068	134,303	158,099
10-43-13	SOCIAL SECURITY	10,081	10,063	12,648
10-43-14	EMPLOYEE BENEFITS	45,734	52,468	54,746
10-43-23	TRAVEL	1,036	1,098	2,000
10-43-24	OFFICE SUPPLIES AND EXPENSE	7,773	10,157	10,000
10-43-31	PROFESSIONAL STAFF	25,540	26,408	28,000
10-43-33	EDUCATION AND TRAINING	1,608	1,629	2,000
			-	
	TOTAL ADMINISTRATIVE	225,840	236,127	267,493
NON-DEPARTMENTAL				
10-49-22	PUBLIC NOTICES	1,035	3,439	7,000
10-49-50	BANK SERVICE CHARGE	2,221	2,548	2,500
10-49-51	INSURANCE AND SURETY BONDS	39,514	42,926	45,000
10-49-52	CONTINGENCY	-	-	-
10-49-53	4TH OF JULY	44,651	46,108	55,000
10-49-54	FOUNDERS DAY	-	-	2,500
10-49-60	CULTURAL ACTIVITIES	-	149	2,000
10-49-61	POPS CONCERT	1,977	286	2,000
10-49-63	EASTER EGG HUNT	1,382	1,765	1,300
10-49-64	PUMPKIN WALK	1,149	1,882	2,000
10-49-65	CHRISTMAS TREE LIGHTING	8,141	15,937	13,000
10-49-76	MISCELLANEOUS EXPENDITURES	23,849	43,361	32,000
10-49-77	ELECTIONS	-	5,710	-
	TOTAL NON-DEPARTMENTAL	123,920	164,111	164,300

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
<u>GENERAL GOVERNMENT BUILDINGS</u>				
10-50-11	SALARIES & WAGES	8,059	11,603	12,415
10-50-13	SOCIAL SECURITY	-	-	-
10-50-25	SHOP SUPPLY & MAINTENANCE	2,705	2,115	2,500
10-50-26	BLDGS & GROUNDS - MAINT & OPER	4,024	7,874	16,000
10-50-27	UTILITIES	92,893	110,648	102,000
10-50-28	TECHNOLOGIES	16,806	19,966	20,500
10-50-35	EQUIPMENT & SUPPLIES	829	509	5,000
10-50-41	UTILITIES - SHOP	-	-	-
10-50-42	UTILITIES STREET LIGHTS	-	-	-
10-50-43	UTILITIES OTHER	-	-	-
TOTAL GENERAL GOVERNMENT BUILDINGS		125,316	152,715	158,415
<u>PLANNING & ZONING</u>				
		-	-	
10-52-26	PLANNING COMMISSION EXPENSES	7,832	6,384	7,000
10-52-30	GENERAL PLAN	4,376	7,531	37,000
10-52-33	EDUCATION AND TRAINING	-	-	2,000
10-52-34	PLANNER	-	-	-
TOTAL PLANNING & ZONING		12,208	13,915	46,000
<u>PUBLIC SAFETY</u>				
10-54-11	SALARIES - WAGES	90,319	104,572	111,892
10-54-13	SOCIAL SECURITY	6,877	8,013	8,574
10-54-14	EMPLOYEE BENEFITS	10,385	12,425	13,295
10-54-33	EDUCATION AND TRAINING	-	-	2,500
10-54-49	EQUIPMENT SUPPLIES & MAINTENAN	32,002	19,200	24,000
10-54-51	CROSSING GUARD EXPENSES	-	353	5,000
10-54-53	POLICE SERVICE - WCSO	573,595	554,669	622,740
10-54-55	ANIMAL CONTROL - WCSO	47,208	46,296	56,680
10-54-57	PUBLIC SAFETY IMPACT FEES	10,000	10,000	15,000
10-54-70	STREET LIGHT OPERATION	-	-	-
TOTAL PUBLIC SAFETY		770,387	755,528	859,681

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
EMERGENCY GRANT				
10-56-11	SALARIES	-	-	-
10-56-13	SOCIAL SECURITY	-	-	-
10-56-14	EMPLOYEE BENEFITS	-	-	-
10-56-20	TRAINING & TUITION	-	-	-
10-56-29	BUILDING (MAINT & SUPPLIES)	-	-	-
10-56-48	DEPARTMENT SUPPLIES	-	-	-
10-56-75	GRANTS	-	42,309	-
10-56-82	EMS SUPPLIES	-	-	-
		-	42,309	-
FIRE PROTECTION				
10-57-11	SALARIES - WAGES	259,126	231,777	285,000
10-57-13	SOCIAL SECURITY	19,793	18,979	20,308
10-57-14	EMPLOYEE BENEFITS	7,282	7,709	8,249
10-57-20	TRAINING & TUITION	1,257	871	7,500
10-57-21	PUBLIC RELATIONS	3,077	3,858	5,000
10-57-27	UTILITIES	-	-	-
10-57-29	BUILDING (MAINT. & SUPPLIES)	8,589	10,737	10,000
10-57-30	CERT	-	-	2,000
10-57-32	FLEET	23,892	11,941	20,000
10-57-36	EMERGENCY MITIGATION	-	-	2,000
10-57-50	AMBULANCE SERVICES	-	-	2,000
10-57-74	CAPITAL OUTLAY	-	-	-
10-57-82	EMS SUPPLIES	3,129	3,531	4,000
10-57-83	RADIO MAINTENANCE	5,318	39,484	8,000
10-57-85	FIRE REIMBURSE/TRAINING	156	-	500
10-57-86	FIRE (EQUIPMENT & MAINT)	10,559	17,981	42,000
10-57-87	FIRE PERSONAL PROTECTION	2,958	-	15,000
10-57-90	UNIFORMS	-	-	7,500
	TOTAL FIRE PROTECTION	345,134	346,868	439,057

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
STREETS				
				-
10-60-11	SALARIES - WAGES	57,143	90,533	90,533
10-60-13	SOCIAL SECURITY	4,247	6,838	7,317
10-60-14	EMPLOYEE BENEFITS	23,368	33,588	34,000
10-60-20	SAFETY/CLOTHING ALLOWANCE	-	288	1,000
10-60-25	EQUIPMENT-SUPPLIES & MAINTENAN	73,970	81,544	75,000
10-60-32	FLEET	26,279	33,780	25,000
10-60-26	SIDEWALK REPAIR & MAINTENANCE	762	537	3,000
10-60-30	CLASS C ROAD WORK	551,066	444,057	350,000
10-60-31	TRANSPORTATION TAX EXPENSE	71,800	100,000	-
10-60-33	EDUCATION AND TRAVEL	257	616	6,000
10-60-73	TRANSPORTATION GRANT EXP	-	-	-
10-60-74	TRANSPORTATION IMPACT FEES	-	-	-
10-60-76	WACOG/WEBER CO 3600 W	15,500	-	-
			-	
	TOTAL STREETS	824,393	791,781	591,850
LANDFILL				
				-
10-65-11	SALARIES - WAGES	22,988	24,738	35,000
10-65-13	SOCIAL SECURITY	1,790	1,929	2,800
10-65-14	EMPLOYEE BENEFITS	558	620	663
10-65-25	MAINTENANCE & OPERATIONS	6,933	5,859	10,000
10-65-26	LANDFILL CLOSURE	2,500	69,563	69,563
10-65-27	WASTE TRANSFER/GARBAGE PICKUP	569,640	806,313	860,000
	TOTAL LANDFILL	604,409	909,022	978,026

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
PARKS				
10-70-11	SALARIES - WAGES	71,311	90,433	96,763
10-70-13	SOCIAL SECURITY	5,398	6,847	7,326
10-70-14	EMPLOYEE BENEFITS	12,262	25,766	27,570
10-70-26	UTILITIES	11,903	12,595	11,500
10-70-32	FLEET	5,044	1,930	8,000
10-70-25	EQUIPMENT-SUPPLIES & MAINTENAN	31,403	62,555	70,000
10-70-27	RAMP GRANT EXPENDITURES	4,078	-	-
10-70-28	PARKS CAPITAL PROJECTS	-	-	-
10-70-33	EDUCATION AND TRAVEL	-	185	-
10-70-74	PARK IMPACT FEE EXPENDITURES	51,099	-	-
	TOTAL PARKS	192,498	200,311	221,159
RECREATION				
10-71-11	SALARIES-WAGES	116,264	126,651	135,517
10-71-13	SOCIAL SECURITY	8,714	9,568	10,238
10-71-14	EMPLOYEE BENEFITS	30,796	34,374	36,780
10-71-25	EQUIPMENT & SUPPLIES/BASEBALL	20,837	22,224	25,000
10-71-28	CAPITAL PROJECTS RECREATION	-	-	16,000
10-71-30	TRACK CLUB	2,871	2,376	3,500
10-71-33	EDUCATION AND TRAINING	-	-	1,000
10-71-40	BASKETBALL	26,599	7,804	27,000
10-71-45	CORNHOLE	1,194	360	1,000
10-71-55	EQUIPMENT & SUPPLIES/FOOTBALL	32,458	32,133	41,000
10-71-57	REFEREES - FOOTBALL	7,370	6,318	7,500
	VOLLEYBALL	-	-	2,000
	TOTAL RECREATION	247,104	241,808	306,534

PLAIN CITY
 BUDGET PROPOSED FOR FINAL ACCEPTANCE
 FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
TRANSFERS				
10-90-10	CONTRIBUTION TO CAPITAL FUND	467,063	830,186	132,084
	CONTRIBUTION TO LANDFILL FUND	-		
	TOTAL TRANSFERS	467,063	830,186	132,084
TOTAL FUND EXPENDITURES		\$ 4,241,895	\$ 5,008,117	\$ 4,503,400
			2,871,302	
			✓	✓
NET REVENUE OVER EXPENDITURES		\$ 301,965	\$ 190,098	\$ 415,350
			\$ (2,136,815)	
GENERAL FUND TOTAL UNRESTRICTED RE		\$ 3,749,004	\$ 4,350,975	\$ 4,138,400
GENERAL FUND TOTAL UNRESTRICTED EX		\$ 3,553,851	\$ 4,454,060	\$ 4,138,400
EXCESS (DEFICIENCY)		\$ 195,153	\$ (103,085)	\$ 0
GENERAL FUND RESTRICTED REVENUES		\$ 794,856	\$ 847,240	\$ 780,350
GENERAL FUND RESTRICTED EXPENSES		\$ 688,044	\$ 554,057	\$ 365,000
EXCESS (DEFICIENCY)		\$ 106,812	\$ 293,183	\$ 415,350
TOTAL EXCESS (DEFICIENCY) UNRESTRICTED		301,965	190,098	415,350

**PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025**

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
LANDFILL CLOSURE FUND				
20-36-10	INTEREST EARNINGS	4,979	1,969	50,000
20-39-51	TRANSFER FROM GENERAL	69,563	69,563	69,563
		-	-	-
		<u>74,542</u>	<u>71,532</u>	<u>119,563</u>
	TOTAL FUND REVENUE	<u>74,542</u>	<u>71,532</u>	<u>119,563</u>
20-40-62	LANDFILL CLOSURE	1,500	3,500	3,500
	NET REVENUE OVER EXPENDITURES	<u>73,042</u>	<u>68,032</u>	<u>116,063</u>

PLAIN CITY
 BUDGET PROPOSED FOR FINAL ACCEPTANCE
 FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
CAPITAL PROJECTS FUND				
<u>MISCELLANEOUS REVENUE</u>				
45-36-10	INTEREST EARNINGS	116,141	150,000	80,000
45-31-60	GRANT REVENUE		336,191	
	TOTAL MISCELLANEOUS REVENUE	116,141	486,191	80,000
<u>TRANSFERS</u>				
45-38-10	TRANSFER FROM GENERAL FUND	400,000	830,186	132,084
	TOTAL TRANSFERS	400,000	830,186	132,084
<u>SPECIAL REVENUES</u>				
45-39-51	TRANSFER IMPACT FEES FROM GENERAL	10,000	12,000	15,000
	TOTAL SPECIAL REVENUES	10,000	12,000	15,000
	TOTAL FUND REVENUE	526,141	1,328,377	227,084
<u>EXPENDITURES</u>				
45-40-65	REMODEL CITY HALL	-	-	-
45-40-70	EQUIPMENT	-	405,600	385,000
45-40-66	GENERATOR	-	-	-
45-40-74	CAPITAL PROJECTS	-	-	20,000
45-40-65	CAMERAS ON PARKS	-	-	150,000
	TOTAL EXPENDITURES	-	405,600	555,000
	NET REVENUE OVER EXP	526,141	922,777	(327,916)

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
SEWER FUND				
<u>CHARGES FOR SERVICES</u>				
			-	
52-34-10	SEWER COLLECTION FEES	723,040	746,619	760,000
52-34-15	SEWER TREATMENT FEES	-	-	-
52-34-20	CONNECTION FEES	28,775	30,076	25,000
	TOTAL CHARGES FOR SERVICES	<u>751,815</u>	<u>776,695</u>	<u>785,000</u>
<u>IMPACT FEES</u>				
52-35-20	IMPACT FEES	286,075	298,529	250,000
	TOTAL IMPACT FEES	<u>286,075</u>	<u>298,529</u>	<u>250,000</u>
<u>MISCELLANEOUS REVENUE</u>				
			-	
52-36-10	INTEREST EARNINGS	124,079	151,200	125,000
52-36-20	MISCELLANEOUS REVENUE	140,314	681,745	1,200,000
52-36-30	CONTRIBUTED CAPITAL	498,310	-	
	TOTAL MISCELLANEOUS REVENUE	<u>762,703</u>	<u>832,945</u>	<u>1,325,000</u>
	TOTAL FUND REVENUE	<u>1,800,594</u>	<u>1,908,169</u>	<u>2,360,000</u>

✓

✓

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
EXPENDITURES				
			-	
52-40-11	SALARIES - WAGES	94,180	111,322	119,114
52-40-13	SOCIAL SECURITY	6,002	8,340	8,924
52-40-14	EMPLOYEE BENEFITS	38,653	49,993	53,492
52-40-25	COLLECTIONS - SUPPLIES & MAINT	89,637	121,348	100,000
52-40-32	FLEET	6,706	9,007	10,000
52-40-27	UTILITIES	41,455	47,036	50,000
52-40-31	PROFESSIONAL & TECH SERVICES	8,058	14,310	10,000
52-40-33	EDUCATION AND TRAINING	3,910	792	2,500
52-40-34	AUDIT SERVICES	2,000	-	2,000
52-40-36	ENGINEERING SERVICES	68,705	34,685	30,000
52-40-58	BONA VISTA - SEWER COLLECTION	22,004	18,876	25,000
52-40-59	SEWER CONNECTION-CENTRAL WEBER	32,135	35,057	35,000
52-40-62	PENSION EXPENSE	(2,953)	-	
52-40-65	DEPRECIATION	217,496	255,000	270,000
52-70-74	CAPITAL OUTLAY EQUIPMENT	-	-	-
52-70-75	CAPITAL OUTLAY INFRASTRUCTURE	-	681,745	1,400,000
	SEWER IMPACT FEES	-	-	
52-80-82	DEBT SERVICE - INTEREST	17,118	19,836	37,000
TOTAL EXPENDITURES		645,106	1,407,347	2,153,030
			✓	✓
NET REVENUE OVER EXPENDITURES		1,155,487	500,822	206,970

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
STORM DRAIN FUND				
<u>CHARGES FOR SERVICES</u>				
53-34-10	STORM DRAIN FEES	197,258	201,676	202,000
		-		
	TOTAL CHARGES FOR SERVICES	<u>197,258</u>	<u>201,676</u>	<u>202,000</u>
<u>IMPACT FEES</u>				
53-35-20	IMPACT FEES	71,127	78,404	50,000
	TOTAL IMPACT FEES	<u>71,127</u>	<u>78,404</u>	<u>50,000</u>
<u>MISCELLANEOUS REVENUES</u>				
53-36-10	INTEREST EARNINGS	23,385	17,000	15,000
53-36-30	CONTRIBUTED CAPITAL	753,520	-	
	TOTAL MISCELLANEOUS REVENUES	<u>776,905</u>	<u>17,000</u>	<u>15,000</u>
	TOTAL FUND REVENUE	<u>1,045,290</u>	<u>297,080</u>	<u>267,000</u>
			195,416	
		✓	✓	

PLAIN CITY
BUDGET PROPOSED FOR FINAL ACCEPTANCE
FOR THE BUDGET YEAR ENDED JUNE 30, 2025

ACCOUNT NUMBER	ACCOUNT NAME	2023 ACTUAL	UPDATED ESTIMATES 2024	2025 PROPOSED BUDGET
EXPENDITURES				
			-	
53-40-11	SALARIES - WAGES	61,267	78,866	84,386
53-40-13	SOCIAL SECURITY	4,553	5,883	6,295
53-40-14	EMPLOYEE BENEFITS	28,684	38,257	40,935
53-40-32	FLEET	4,955	8,942	5,000
53-40-74	CAPITAL OUTLAY -	-	-	-
53-40-25	MAINTENANCE & OPERATIONS	24,902	82,574	30,000
53-40-31	PROFESSIONAL & TECH SERVICES	2,658	2,226	6,000
53-40-33	EDUCATION AND TRAINING	2,135	794	2,500
53-40-34	AUDIT SERVICES	2,000	-	2,000
53-40-36	ENGINEERING SERVICES	-	-	10,000
53-40-58	BONA VISTA - STORM SEWER COLL	20,286	18,876	22,000
53-40-62	PENSION EXPENSE	(2,766)	-	
53-40-65	DEPRECIATION	100,508	135,000	165,000
53-40-76	MISCELLANEOUS EXPENSES	-	-	-
TOTAL EXPENDITURES		249,181	371,419	374,117
			-	
NET REVENUE OVER EXPENDITURES		796,108	(74,339)	(107,117)

Utah Commission Property Taxes

CERTIFIED TAX RATES

Welcome RyanChild
My Account
Help
Logout

View Data Entry Reports Forms Administration

Tax Year 2024 County 29 WEBER Entity 3060 PLAIN CITY Accounting Cycle: Fiscal Year

Tax Rate Summary (693) CTY

Preliminary Data

Data Entry (Auditor) Approved Auditor's Certified Rate Approved Data Entry (Entity) Approved Proposed Rates Entity Approved Proposed Rates County Approved Proposed Rates USTC Approved "OK to Print" Final Tax Rates USTC Approved Rates Finalized

Save Approve

Proposed Tax Rate Value: \$ 906,815,108
Budgeted Revenue / Proposed Tax Rate Value = Proposed Tax Rate

(1) Budget Code	(2) Budget Name	(3) Election Date	(4) Voted Rate Limit	(5) Utah Annotated Code	(6) Maximum By Law	(7) Calculated Certified Tax Rate	(8) Auditor's Certified Tax Rate	(9) Auditor's Certified Rate Revenue	(10) Proposed Tax Rate	(11) Budgeted Revenue	(12) Final Tax Rate	(13) Final Budgeted Revenue
10	General Operations			\$11.6-133	.007	0.000240	0.000240	217,636	0.000240	217,636	0.000240	217,636
190	Discharge of Judgement			\$59-2-1328 & 1330	Sufficient			0				
	Total Tax Rate					0.000240	0.000240	217,636	0.000240	217,636	0.000240	217,636

NOTES:



OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 355 /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?	✓	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	✓	5
b. Procurement?	✓	5
c. Ethical behavior?	✓	5
d. Reporting fraud and abuse?	✓	5
e. Travel?	✓	5
f. Credit/Purchasing cards (where applicable)?	✓	5
g. Personal use of entity assets?	✓	5
h. IT and computer security?	✓	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?	✓	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	✓	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	✓	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?	✓	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?	✓	20
7. Does the entity have or promote a fraud hotline?	✓	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: Plain City

*Completed for Fiscal Year Ending: June 30, 2024 *Completion Date: June 12, 2024

*CAO Name: Diane Hirschi *CFO Name: Ryan Child

*CAO Signature: _____ *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			✓	
4. Are all the people who have access to blank checks different from those who are authorized signers?			✓	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".			✓	
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".			✓	
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".			✓	

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

New

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
PLAIN CITY, UTAH, AND BRYNLEE ACRES LLC**

THIS AGREEMENT for the development of land (hereinafter referred to as “Agreement”) is made and entered into this ___ day of _____, 2024, between PLAIN CITY, a municipal corporation of the State of Utah (hereinafter referred to as “city”) and BRYNLEE ACRES, LLC, RICK SCADDEN (hereinafter referred to as “Developer”). The City and Developer collectively referred to as the “Parties” and separately as “Party”.

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of R18.5 to SENIOR HOUSING OVERLAY (Residential), of certain property located at 3425 W NORTH PLAIN CITY ROAD, Plain City, UT, and contained by the following parcel numbers: 19-021-0051, 19-021-0049, 19-021-0041, 19-021-0040, 19-021-0048, 19-021-0060, 19-021-0050, (hereinafter the “Subject Property”); and

WHEREAS, the overall Subject Property consists of approximately 9.39 acres; and

WHEREAS, City has approved Senior Housing Overlay zoning for the subject property (as shown in “Exhibit A”) subject to the Developer agreeing to certain limitations and undertakings described herein, which agreement will enable the City Council to consider the approval of such development; and

WHEREAS, City believes that entering into the Agreement with Developer is in the best interest of the City and the health, safety, and welfare of its residents.

WHEREAS, the parties, having cooperated in the drafting of this agreement, understand and intend that this is a “development agreement” within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. 10-9a-103 (12).

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

**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 “Owners Property” shall mean that property owned by Brynlee Acres LLC.

1.2 “City” shall mean Plain City, a body corporate and politic of the State of Utah. The principal office of City is located at 4160 W 2200 N, Plain City, Utah 84404.

1.3 “City’s Undertakings” shall mean the obligations of the City set forth in Article II

1.4 “Owners” shall mean Brynlee Acres LLC.

1.5 “Developer” shall mean Rick Scadden, 118 E Lomond View Dr. North Ogden UT 84414. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Developer or any successor in interest. The Developer shall be the owner at the time this agreement is executed.

1.6 “Developers ’Undertakings” shall have the meaning set forth in Article III.

1.7 “Subject Property” shall mean the 9.39 acres

ARTICLE II CITY’S UNDERTAKINGS

2.1 Subject to the satisfaction of the conditions set forth in Article I, the City shall accept an application for a Site Plan and Subdivision of the Subject Area from. The site plan and subdivision reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

ARTICLE III DEVELOPERS UNDERTAKINGS

Conditioned upon City’s performance of its undertakings set forth in Article II and provided Developer has not terminated this Agreement, Developer agrees to the following:

3.1 The Developer shall have the right to develop 41 residential single-family units, with access and connections to public roads and rights of way in the locations shown on Exhibit A. Roads shall conform to city standards. The units shall be generally located in the configuration shown on the site plan in Exhibit A.

3.2 Developer acknowledges that the development of the Maximum units requires the Site Plan and Subdivision application comply with all City ordinances and the terms of this agreement.

3.3 Site Plan/Subdivision. The Developers will prepare a Site Plan Application and Subdivision Application reflecting the proposed development of the Subject Property. The Site Plan and Subdivision applications shall be processed as required by Plain City Code. The approved Site Plan and Subdivision shall be executed and binding on the Parties.

The Site Plan may be amended by receiving a recommendation from the Planning Commission and approval from the City Council to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations. The Subdivision can be amended subject to the process laid out in City ordinances.

3.4 Landscaped Lots. Developers shall fully and uniformly landscape all yards, common space, and open space within the proposed development. A landscape plan, including the location, type, and size of all materials, shall be submitted, and approved as part of the Site Plan application.

3.5 Maintenance. Developers shall maintain all landscaping, common areas, amenities, sidewalks, and private roads until a Homeowners Association is established. The HOA will then be responsible for maintaining all landscaping, detention pond, sidewalks, private roads, signs, street lighting, and common area open space within the development.

3.6 HOA and CCRs. Developer shall record Covenants, Conditions and Restrictions providing for the following:

- a) Homeowners Association with bylaws to include maintenance items listed in 3.5 of the developers' undertakings.
- b) Architectural guidelines for all the units and any accessory buildings in the development.

3.7 Amenities shall be reviewed and approved as part of the site plan application. Proposed amenities include club house, court, and walking trails.

3.8 Amendments. Developers agree to limit development to the uses provided herein. If other uses are desired, Developers agree to seek an amendment of this Agreement before pursuing approval thereof. Developer agrees any amendments to be agreed upon by both parties.

3.9 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE IV GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

4.1 Issuance of Permits - Developers, or assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developers' Undertakings and shall make application for such permits directly to Plain City and other appropriate agencies having authority to issue such permits in connection with the performance of Developers' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

4.2 Completion Date. The Developers shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

4.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Developers and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Developers' Undertakings.

4.4 Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

ARTICLE V REMEDIES

5.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

5.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

5.1.2 If the remedy of reversion is pursued, the defaulting Developer(s) agree(s) not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversions of the zoning.

5.1.3 If Developers fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a “Stop Work” order.

5.2 Enforced Delay Beyond Parties 'Control. For the purpose of any other provisions of this Agreement, neither City nor Developers, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

5.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

5.4 Rights of Developers. In the event of a default by Developers 'assignee, Developers may elect, in their discretion, to cure the default of such assignee, provided, Developers 'cure period shall be extended by thirty (30) days.

ARTICLE VI GENERAL PROVISIONS

6.1 Successors and Assigns of Developers. This Agreement shall be binding upon Developers and their successors and assigns, and where the term “Developers” is used in this Agreement it shall mean and include the successors and assigns of Developers not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Developers) of the Subject Area.

6.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the “Notices”) must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developers: RICK SCADDEN

118 E Lomond View Dr.
North Ogden UT 84414

To City: PLAIN CITY CORPORATION

4160 W 2200 North
Plain City, Utah 84404

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America. If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

6.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

6.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

6.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Developer or Developers affected by the amendment.

6.6 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

6.7 Expiration. The term of this Development Agreement shall commence upon the effective date and continue until December 31, 2049. Upon termination of this agreement, any undeveloped property shall become subject to the then existing City ordinances and requirements, and all development rights vested under this agreement shall expire except that such expiration shall not apply to any site plans or subdivisions that have been approved prior to termination. This agreement will also terminate automatically at buildout.

6.8 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Plain City Council.

6.9 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Developer(s), whose property is affected by the recording and the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.
PLAIN CITY CORPORATION:

Jon Beesley., Mayor

ATTEST:

City Recorder

I (we), _____, _____ being duly sworn, depose and say that I (we) am (are) the Developer(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Brynlee Acres LLC, Rick Scadden

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

Residing in: _____

My Commission Expires: _____

RESOLUTION NO.

**A RESOLUTION EXPRESSING THE DESIRE OF PLAIN CITY
TO ENTER INTO AN AGREEMENT FOR
COUNTY WIDE MUTUAL AID FIRE PROTECTION**

WHEREAS, the City of Plain City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with the provisions of UCA §10-3-717, the governing body of the city may exercise all administrative powers by resolutions; and,

WHEREAS, the City has entered into negotiations with Weber County through the Weber County with the goal of having a mutual aid protection agreement between Ogden City, Weber Fire, North View Fire, Riverdale City, Roy City, South Ogden City, Morgan County Mountain Green, Plain City and Washington Terrace City; and,

WHEREAS, the City Council of Plain City, Utah, hereby desires to adopt a Resolution to formally indicate its desire to enter into a mutual aid fire protection agreement; and,

WHEREAS, The City has determined the terms of the agreement are fair and advantageous to the City; and,

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, desires to enter into a mutual aid fire protection agreement with the above-mentioned cities related to fire protection and instructs that the agreement be signed by the appropriate city officials.

PASSED AND APPROVED by the Plain City Council this 20th day of June, 2024.

Voting:

Council Member Favero	_____
Council Member Panunzio	_____
Council Member Jenkins	_____
Council Member Beal	_____
Council Member Wilson	_____

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

County Wide Mutual Aid Fire Protection Agreement

This Agreement, made this ___ day of _____, 2024, pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code Annotated, 1953 as amended by and among Ogden City, a Utah Municipal Corporation, referred to as "Ogden City", Weber Fire District, a political subdivision of the State of Utah, referred to as "Weber Fire", North View Fire District, a political subdivision of the State of Utah, referred to as "North View Fire", Riverdale City, a Utah Municipal Corporation, referred to as "Riverdale City", Roy City, a Utah Municipal Corporation, referred to as "Roy City", South Ogden City, a Utah Municipal Corporation, referred to as South Ogden City, Morgan County, a political subdivision of the State of Utah, referred to as "Morgan County", Mountain Green Fire Protection District, a political subdivision of the State of Utah, referred to as "Mountain Green", Plain City, a Utah Municipal Corporation, referred to as "Plain City", Washington Terrace, a Utah Municipal Corporation, referred to as "Washington Terrace City", Wasatch Peaks Ranch Road and Fire District, a political subdivision of the State of Utah, referred to as "Wasatch Peaks Ranch".

WHEREAS, the parties are desirous of entering into a mutual agreement for fire protection and fire related emergencies that will be beneficial to all parties; and

WHEREAS, the undersigned are entering this Agreement pursuant to Utah Code Annotated 11-13-101, et seq., and Utah Code Annotated 11-7-1, et seq., 1953, as amended, to provide a joint mutual agreement relating to the mutual response and use of firefighting equipment and personnel to fight structure fires and fire-service-related emergencies which include first response medical and basic ambulance transportation; however, excludes emergencies which require the use of hazardous material equipment or personnel both within and outside the normal geographical jurisdictional limits of each party hereto, unless the requesting department's governing body has enacted a cost recovery ordinance; and

WHEREAS, each party desires to cooperate with and assist the others in times of emergency or disaster.

NOW THEREFORE, IT IS HEREBY AGREED:

1. The area to be served by this Agreement shall be within North View Fire, Ogden City, Plain City, Riverdale City, Roy City, South Ogden City, Washington Terrace City, Weber Fire, Mountain Green, Morgan County, and Wasatch Peaks Ranch fire protection service areas.
2. The Fire Department of each party agrees to respond to structure fires and fire-service-related emergencies within the geographical area of a requesting party to this Agreement with equipment and manpower based upon need as determined by the requesting party's incident commander and as equipment and personnel are available as determined by the senior officer on duty for the responding party.
3. The dispatcher shall dispatch the Fire Department from the jurisdiction where the incident is located first, and then, upon determination of need by the incident commander, a request for assistance may be made to the Fire Department from the next closest jurisdiction to assist in the incident. If it is determined by the incident commander that there is a need for additional assistance, the dispatcher shall dispatch the Fire Department from the next closest jurisdiction as needed.
4. Only upon determination by the requesting department that an incident is of such a nature that additional resources are needed, and then only upon the request of the incident commander of the jurisdiction where the incident occurs, will departments be dispatched to respond as provided herein. Self-dispatching of resources by participating Fire Departments of this agreement without the official request of the incident commander or the Fire Chief of the responsible jurisdiction is not acceptable.

5. Response under this Agreement shall be made only when the absence of fire personnel and/or equipment will not jeopardize the fire protection of the governmental entity furnishing assistance to another jurisdiction.

6. The dispatcher shall be requested to specify the location and directions, when necessary, to which the fire department equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding organization.

7. The responding organization or organizations shall report to the incident commander in charge at the location to which the fire equipment and personnel are dispatched and shall be subject to the orders of that officer. This incident commander in charge shall be a member of the governmental entity's fire department on scene at location where the incident is located, e.g., if the incident is within Riverdale City, then a Riverdale Fire Department member on scene shall be the incident commander unless otherwise delegated.

8. Responding equipment and personnel shall be released by the incident commander when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

9. Each party shall indemnify, defend, and hold all other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses and liens, including without limitation, reasonable attorney's fees, arising out of or in any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold every other party harmless there from. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled.

10. Parties to this Agreement shall participate in Weber County Fire Officers Association forums and shall adopt safety procedures as may be developed in such forums, in the interest of firefighter safety.

11. The effect of the death or injury of any firefighter who is killed or injured outside the territorial limits of the governmental entity where he is a member of the firefighting department and while that department is functioning pursuant to this Agreement shall be the same as if he were killed or injured while that department was functioning within its own territorial limits; and such death or injury shall be considered to be in the line of duty.

12. Each party to this Agreement shall be responsible for worker's compensation and other benefits accruing to the members of their own department and such other employee-related matters, including insurance, as would normally occur for their own department.

13. No party to this Agreement shall be reimbursed by any other party to this Agreement for any direct expenses or direct losses incurred as a result of providing fire department services within another party's jurisdiction under the terms of this Agreement, except as otherwise provided and funded through cost recovery ordinances, or funding made available to the requesting Fire Department through state or federal resources. However, a party to this Agreement, at its option, may file a claim with the United States for the amount of its direct expenses and direct losses, incurred by fire department services rendered as a result of fighting a fire or fires on property of the United States, under authority of 15 USC 2210.

14. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

15. This Agreement shall not relieve any party to this Agreement of any obligation or responsibility imposed upon a party to this Agreement by law, except that the performance of a responding party may be offered in satisfaction of any such obligation or responsibility of the requesting party to the extent of actual and timely performance thereof by the responding party.

16. The term of this Agreement shall commence on the date of execution by the last party hereto and shall continue for a period of five (5) Years. Any party may terminate its obligations hereunder without cause by providing thirty (30) days prior written notice to all the remaining parties. Such termination shall not modify the Agreement as between the remaining parties, except only to exclude the terminating party from the obligations created herein.

17. This Agreement, as a condition precedent to its entry into effect, shall be submitted to the authorized attorney of each governmental entity for approval as to form in accordance with the provision of Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended.

18. The individuals signing this Agreement on behalf of each of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this Agreement on behalf of the parties.

19. Each party to this Agreement shall determine whether a resolution is required for this type of Agreement and shall act in accordance therewith. If execution of this Agreement is determined to be an executive function by a party in accordance with the provisions of the Interlocal Cooperation Act as set forth in Title 11, Chapter 13, Utah Code, the adoption of a resolution of approval is not required.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

NORTH VIEW FIRE DISTRICT,

A political subdivision State of Utah,

Board Chairman

ATTEST:

Dated this ___ day of _____, 2024.

APPROVED AS TO FORM:

Attorney for North View Fire Agency

OGDEN CITY,
A Municipal Corporation

Mayor

Dated this ___ day of _____, 2024.

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Ogden City

PLAIN CITY,
A Municipal Corporation

Mayor

Dated this ___ day of _____, 2024.

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Plain City

RIVERDALE CITY,
A Municipal Corporation

Mayor

Dated this ___ day of _____, 2024.

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Riverdale City

ROY CITY,
A Municipal Corporation

Mayor

Dated this ___ day of _____, 2024.

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Roy City

SOUTH OGDEN CITY,
A Municipal Corporation

Mayor

Dated this ___ day of _____, 2024.

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for South Ogden City

MOUNTAIN GREEN FIRE PROTECTION
DISTRICT,
A political subdivision State of Utah

Mayor

Dated this ___ day of _____, 2024.

ATTEST:

Town Clerk/Recorder

APPROVED AS TO FORM:

Attorney for District

WASHINGTON TERRACE CITY,
A Municipal Corporation

Mayor

Dated this ___ day of _____, 2024.

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Washington Terrace City

WEBER FIRE DISTRICT,
A political subdivision State of Utah

Board Chairman

Dated this ___ day of _____, 2024.

ATTEST:

District Clerk

APPROVED AS TO FORM:

Attorney for District

MORGAN COUNTY,
A political subdivision of the State of Utah

Commission Chair

Dated this ___ day of _____, 2024.

ATTEST:

County Clerk/Recorder

APPROVED AS TO FORM:

Attorney for County

WASATCH PEAKS RANCH ROAD AND
FIRE DISTRICT,
A political subdivision State of Utah

Board Chairman

Dated this ____ day of _____, 2024.

ATTEST:

District Clerk

APPROVED AS TO FORM:

Attorney for District