CITY COUNCIL MEETING

Notice is hereby given that the City Council will hold a City Council meeting at **7:00 pm, on Wednesday, July 17th, 2024,** in the City Council Chambers **at 38 West Center Street.**

AGENDA

1. Roll Call
2. Invocation/Inspirational Thought
3. Pledge of Allegiance
4. Public Forum (Individuals' public comments shall be limited to 3 minutes and must be pertinent to the scope of city authority and jurisdiction. Comments may be delivered in person at the meeting or submitted to the City Recorder prior to 5:00 pm on the meeting date for presentation to the Council)
5. Minutes –
   a. June 19th, 2024, Regular Council Meeting — Pgs 2-9
6. Bills for the period ending July 12th, 2024, totaling $419,878.10 — Pgs 10-19
7. Bids, Awards, Recognitions, and Appointments
8. Public Hearings and Possible Action Items
9. Discussion and Possible Action Items
   a. Direct Award Grant Agreement with DFCM for $5.5 Million — Pgs 20-27
   b. Purchase or Lease of Real Property from SITLA for Tarr Canyon Well — Pg 28
   c. Liability Agreement with Beh Brothers Construction for PI Meter Project
10. Previous Business
    a. Purchase or Lease of Real Property Agreement #2024-01 — Pg 29
11. Ordinances and Resolutions
    a. Ordinance 2024-09 Regarding Money in-Lieu of Water Dedication Requirements — Pgs 30-33
    b. Ordinance 2024-10 Regarding Parking Restrictions on Main Street for Parades — Pgs 34-36
12. Reports of Officers, Staff, Boards and Committees
    a. Gunnison Valley Fire Department
    b. Gunnison Valley Police Department
    c. June 2024 Financial Report — Pgs 37-66
13. Reports by Mayor and Council Members
14. EXECUTIVE SESSION (May be called to discuss the character, professional competence, or physical or mental health of an individual)
15. EXECUTIVE SESSION (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)
16. Adjournment

ADA NOTICE If you are planning to attend this Public Meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City Office ten or more hours in advance and we will, within reason, provide what assistance may be required.

CERTIFICATE OF MAILING/POSTING

The undersigned duly appointed City Recorder for the municipality of Gunnison City hereby certifies that a copy of the foregoing Notice and Agenda was posted on www.gunnisoncityutah.org, as well as posted on the State of Utah's Public Notice Website.

BY: ________________________________

Valerie Andersen, City Recorder

City Council Meeting

June 19th, 2024

City Council Chambers, 38 West Center

7 P.M. Mayor Nay opened the meeting.

Roll Call:

Donald Childs, Mike Wanner, Shawn Crane, Stella Hill, Robert Andersen, Lori Nay

Invocation/Inspirational Thought:

Given by Josh Speir, Pastor at Gunnison Valley Fellowship Church.

Pledge of Allegiance:

Led by Mayor Nay

Minutes

June 5th, 2024, Work Council Meeting:

Councilor Crane made the motion to approve the minutes for the June 5th, 2024, Work council meeting, Councilor Wanner seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Shawn: Yes, Hill: Yes, Andersen: Yes

June 5th, 2024, Regular Council Meeting:

Councilor Hill made the motion to approve the minutes for the June 5th, 2024, Regular Council meeting, Councilor Andersen seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Shawn: Yes, Hill: Yes, Andersen: Yes

Bills for period ending totaling $71,945.87:

Councilor Andersen made the motion to approve the bills for the period ending, totaling $71,945.87, Councilor Wanner seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Bids, Awards, Recognitions, and Appointments

Tyler Donaldson – Interim Chief of GVPD:

Tyler Donaldson addressed the Council and gave them an update with the department.

Public Hearings and Possible Action Items

Amend the 2023-2024 fiscal year budget:

Councilor made the motion to open the public hearing to amend the 2023-2024 fiscal year budget, Councilor seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Gary Keddington addressed the council.

Councilor Hill made the motion to close the public hearing to amend the 2023-2024 fiscal year budget, Councilor Childs seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Transfer from the Water and Sewer Enterprise funds into the General fund, and Pool Enterprise Fund for the 2024-2025 fiscal year budget:

Councilor Wanner made the motion to open the public hearing to transfer from the Water and Sewer Enterprise funds into the General fund, and Pool Enterprise Fund for the 2024-2025 fiscal year budget, Councilor Crane seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

The drafted 2024-2025 budget includes the potential transfer of revenues from the Water and Sewer enterprise funds into the General fund and pool enterprise fund. More specifically: water to general in the amount of $90,000, sewer to general in the amount of $210,800, sewer to pool in the amount of $174,689.

Councilor Crane made the motion to close the public hearing to transfer from the Water and Sewer Enterprise funds into the General fund, and Pool Enterprise Fund for the 2024-2025 fiscal year budget, Councilor Andersen seconded the motion, Councilor seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Review and approve administrative wage increases for the 2024-2025 fiscal year:

Councilor Crane made the motion to open the public hearing to review and approve administrative wage increases for the 2024-2025 fiscal year, Councilor Wanner seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

The 2024 Legislature adopted a requirement that before a City Council can grant a "Compensation Increase" to an "Executive municipal officer" the Council must conduct a public hearing about the proposed increases. The following individuals are considered Executive Municipal Officers for Gunnison since they are department or division heads or chiefs or chief assistants or deputies: Dennis Marker, City Administrator currently makes $115,772.80/yr. His proposed salary is $125,000 which is a 7.97% increase. JD Bunnell, Public Works director currently makes $81,408.70/yr. His proposed salary is $83,850.96, which is a 3% increase. Carolyn Childs, the librarian, currently makes $21.63/hr. Her proposed wage increase is $22.28/hr which is a 3% increase. Jeremy Vincent, Pool Manager currently makes $25.20/hr. His proposed wage increase is $25.96/hr which is a 3% increase. Kelsie Wirsch, assistant Pool manager currently makes $21/hr. Her proposed wage increase is $22.63/hr which is a 3% increase. Jed Hansen, Fire Chief currently makes $6000/yr. His proposed salary increase is $6,180/yr which is a 3% increase. Zack Jensen, Deputy Fire Chief, currently makes $3,000/yr. His proposed wage increase is $3090/yr which is a 3% increase. The above wage increases are incorporated into the final budget for FY 2024-25 which will be considered as Resolution 2024-06.

Councilor Crane made the motion to close the public hearing to review and approve administrative wage increases for the 2024-2025 fiscal year, Councilor Andersen seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

The 2024-2025 Fiscal Year Budget:

Councilor Wanner made the motion to open the public hearing to amend the 2023-2024 fiscal year budget, Councilor Childs seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

The final budget was prepared based on input from the Mayor, City Council, department heads, the city's financial advisor, and the city's capital improvement and purchases plan. The City Council conducted two budget work sessions and four public meetings to discuss the budget and set priorities and guidance for its preparation.

Councilor Wanner made the motion to close the public hearing for the 2024-2025 Fiscal Year Budget, Councilor Andersen seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Discussion and Possible Action Items

Conditional Use Permit – Family Dollar Alcohol Permit for Off-Premises Consumption:

Family Dollar, located at 433 S. Main Street, applied for an off-premises consumption liquor license. The property is zoned CC where the proposed use is required to obtain a conditional use permit. The applicant will still have to obtain a liquor license from the State of Utah before selling limited types of alcohol products. The Planning Commission reviewed the proposal during their June 12, 2024, meeting (see attached draft minutes) and forwarded a positive recommendation for the request with the following conditions: Conditions 1. The applicant obtain a Liquor Licenses as regulated and monitored by the State of Utah. 2. The development complies with the adopted city development standards. 3. The applicant submits all documents and background information required by the city's liquor license regulations. 4. Prior to the City providing a letter of approval to the State licensing agency, the landscape areas along the street frontage of the property must be improved and maintained with landscaping that is consistent with the city's landscape standards.
Tyler Donaldson suggested that they add the condition that they also clean up the back of the store. The council agreed they would like to add that to the conditional use permit.

Crane, Wanner

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Agreement with the Gunnison DUP to Operate a Museum in the Johnson Cabin:

During the June 5, 2024, Council meeting, the council approved entering into an agreement with the local DUP camp to operate a museum within and around the Johnson cabin in our city park. The attached agreement was drafted using a template from the International Society of Daughters of Utah Pioneers. City obligations under the agreement are in summary as follows: Gunnison will not own nor be responsible for any artifacts on the site. DUP owns the building, but Gunnison will maintain insurance on the building, not artifacts. Gunnison will maintain the site improvements, trees, and weed control around the site, but DUP will be responsible for all planting beds and shrubbery. Gunnison will provide and pay for utilities to the site. All aspects of artifact care, museum operations, tours, maintenance, etc. will be the responsibility of the DUP.

Councilor Wanner made the motion to approve the agreement with the Gunnison DUP to operate a museum in the Johnson cabin, Councilor Childs seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Ordinances and Resolutions

Resolution 2024-05 Amending the FY 2023-2024 Budget:

Councilor Crane made the motion to approve resolution 2024-05 amending the FY 2024-2025 Fiscal Year Budget, Councilor seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Resolution 2024-06 Adoption of FY 2024-2025 Budget:

Councilor Crane made the motion to approve resolution 2024-06 adoption of the FY 2024-2025 budget, Councilor Andersen seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Resolution 2024-07 Addendum to Interlocal Agreement for Construction, Use, Operation and Management of Joint Wastewater Facility:

Gunnison and Centerfield entered an Interlocal Agreement for construction, use, operation and management of the sewer lagoons in November 1991. That agreement outlines the creation of a Sewer Board with representation from both communities, how expenses are to be tracked and how the lagoons will be managed by an "Operator." The agreement further outlines that costs are to be shared between the communities according to their respective flow of wastewater into the lagoons. Each community is required to assure accurate measurement of the system inflows is accurate. Although the Sewer Board has not functioned for several years, Gunnison and Centerfield cooperated to construct a headworks building and set up screw press equipment to filter waste materials from the influent water in 2021. The headworks project ($645,062.56) was split between the communities at an 82:18 ratio with Gunnison bearing the larger cost. Flows into the lagoons were recently confirmed by Jones & DeMille Engineering to be closer to an 88:12 split. Which calculates to a potential Centerfield savings of $38,700 in the headworks project. Both cities conducted an additional review of respective costs over the past five years and found that Centerfield should have paid Gunnison roughly $18,700 based on the 88:12 flows. Discussions on this study also went to future costs of a joint sewer treatment master plan, aeration needs, weed abatement, fencing maintenance, headworks replacement, etc. The Mayors and public works employees from both cities agree that the Sewer Board should be reinstated for better communication about operations, cost sharing, and future needs. To get the Board up and running again, the following terms are proposed: 1. The original agreement with previous amendments will remain in effect. 2. The Board will consist of three Gunnison representatives and two Centerfield representatives for an initial term of July 2024 – June 2026. Thereafter, the board will alternate representation as outlined in the 1991 agreement. 3. Gunnison City Public Works will operate the sewer lagoons and report all related expenses. 4. Community flows will be recalibrated each June and November with findings and annual costs reported to the cities for annual budget purposes. 5. Community budgets will include reserves toward future planning and expenses based on a Board recommended, 3-year minimum, capital purchase, improvement, and maintenance plan. 6. Gunnison will credit Centerfield $20,000 toward future sewer lagoon operation and planning expenses, which shall be adjusted each year according to terms 4 and 5 above.

Councilor Wanner made the motion to approve Resolution 2024-07 Addendum to Interlocal Agreement for Construction, Use, Operation and Management of Joint Wastewater Facility, Councilor seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Reports of Officers, Staff, Boards and Committees

2024 Fraud Risk Assessment Report:

Gary Keddington addressed the council; he stated this is a self-assessment that helps determine the possibility of fraud within the City. He went over each of the requirements with the council. He let them know about a training course that the new council members needed to do. The score was 345 which is low risk.

Dennis Marker:

Fraud risk assessment, the State funded cyber security for all the municipalities for a couple of years. The City is now set up for this. They will provide training and mock emails.
City welcome signs have been going up. The council felt like it was going to be different, it was going to be bigger. Dennis stated the dimensions were correct but that the picture was out of proportion.
Received permit from SITLA to get the permit for the bike race.

JD Bunnell:

Last 1 ½" setter, they are okay moving around town some to put in 1" where they can. Then they will be done until the rest of the parts come in. They are currently 22 weeks out.
They are starting on the planter boxes tomorrow.
Weeds just got sprayed last week.
Leaving up the flags through the 24th of July.

Reports by Mayor and Council Members

Mike Wanner:

4th of July planning is going well

Robert Andersen:

Jake Hill has been working on the power bill for the new lights on the new field, and there hasn't been a lot of change sense the new lights have been installed.

Mayor Nay:

Went to a preservation meeting and a Main Street meeting.

Councilor Crane made the motion to go into executive session to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property, Councilor Andersen seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

9:55 P.M.

Purchase or Lease of Real Property Agreement #2024-01:

Councilor Crane made the motion to go forward with the purchase agreement for water rights, Councilor Wanner seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Adjournment:

Councilor Crane made the motion to adjourn, Councilor Andersen seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

__________________________________ Approval Date: July 17th, 2024

Lori Nay, Mayor

Attest:

____

Valerie Andersen, City Recorder

Report Criteria:

Detail report.

Invoices with totals above $0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-2221							
4009	IRS	2024.06.16	06/03/2024-06/16/2024	06/16/2024	5,304.15	5,304.15	06/28/2024
	Total 10-2221:				5,304.15	5,304.15	
10-2223							
4010	TAP	2024.02	SWT 04/01/2024-06/30/2024	06/30/2024	5,467.04	5,467.04	06/28/2024
	Total 10-2223:				5,467.04	5,467.04	
10-2225							
3570	UTAH RETIREMENT SYSTEMS	2024.06.16	6/3/2024-6/16/2024	06/16/2024	3,567.80	3,567.80	06/28/2024
	Total 10-2225:				3,567.80	3,567.80	
10-2229							
3722	WASHINGTON NATIONAL INS C	2024.06	MAY 2024	06/01/2024	476.50	476.50	07/11/2024
3722	WASHINGTON NATIONAL INS C	2024.07	JULY 2024	07/01/2024	476.50	476.50	07/11/2024
	Total 10-2229:				953.00	953.00	
10-2231							
4003	PEHP FLEX	2024.06.16	FSA 6/3/2024-6/16-2024	06/16/2024	155.00	155.00	06/28/2024
	Total 10-2231:				155.00	155.00	
10-2232							
2390	PEHP LTD PROGRAM	2024.06.16	LIABILITIES-6/3/2024-6/16/2024	06/16/2024	76.80	76.80	06/28/2024
	Total 10-2232:				76.80	76.80	
10-35-10							
4035	CORBY HAMMOND	2024.07.24100	COURT- BAIL/BOND REFUND	07/03/2024	600.00	600.00	07/11/2024
	Total 10-35-10:				600.00	600.00	
10-41-23							
2020	LORI NAY	2024.06	MILEAGE REIMBURSEMENT	06/13/2024	173.60	173.60	06/28/2024
3911	Mandi Buege	2024.06	MILEAGE REIMBURSEMENT	06/30/2024	35.59	35.59	07/11/2024
	Total 10-41-23:				209.19	209.19	
10-41-31							
3860	DAVID VANDIVERE	2024.07	CITY SIGN CORRECTION	07/01/2024	400.00	400.00	07/11/2024
1070	ETJ LAW,INC.	2830	LIABILITY RELEASE, ANSWER	06/03/2024	405.17	405.17	07/11/2024
1795	Keddington & Christensen LLC	4907	APRIL 2024	06/03/2024	561.33	561.33	07/11/2024
1795	Keddington & Christensen LLC	4907	MAY 2024	06/03/2024	350.52	350.52	07/11/2024
1795	Keddington & Christensen LLC	4942	JUNE 2024	06/30/2024	287.01	287.01	07/11/2024
	Total 10-41-31:				2,004.03	2,004.03	
10-41-61							
1330	GUNNISON MARKET	2024.05	WORK MEETING	06/07/2024	66.20	66.20	07/11/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1330	GUNNISON MARKET	2024.05	WORK MEETING	06/07/2024	117.32	117.32	07/11/2024
	Total 10-41-61:				183.52	183.52	
10-42-24							
3849	TAMI LARSON	2024.06	COURT-OFFICE EXPENSE REP	06/18/2024	30.20	30.20	07/11/2024
	Total 10-42-24:				30.20	30.20	
10-42-28							
1300	GTELCO	2024.06.580	COURT- JUNE 2024	06/30/2024	99.26	99.26	07/11/2024
	Total 10-42-28:				99.26	99.26	
10-42-31							
870	DAVID J. ANGERHOFER, P.C.	2024.06	COURT- CASE #V241000010	06/29/2024	270.00	270.00	07/11/2024
998	DYNAMIC INTEGRATIONS, LLC	INV-10352	COURT- MONTHLY MPS	07/01/2024	130.00	130.00	07/11/2024
3998	KEVIN LYNN DANIELS	2024.06	COURT- JUNE 2024	06/20/2024	800.00	800.00	07/11/2024
	Total 10-42-31:				1,200.00	1,200.00	
10-42-40							
3615	UTAH STATE TREASURER	2024.06	COURT-JUNE 2024	06/30/2024	1,019.08	1,019.08	07/11/2024
	Total 10-42-40:				1,019.08	1,019.08	
10-43-31							
780	COPY STATION	2024.5	GUNNISON MAPS	06/10/2024	358.80	358.80	07/11/2024
1330	GUNNISON MARKET	2024.05	OUR VALLEY OUR VISION	06/07/2024	23.85	23.85	07/11/2024
1330	GUNNISON MARKET	2024.05	OUR VALLEY OUR VISION	06/07/2024	22.35	22.35	07/11/2024
4021	PEOPLE + PLACE, LLC	060124	GUNNISON VALLEY 2050 JUNE	06/30/2024	460.00	460.00	07/11/2024
	Total 10-43-31:				865.00	865.00	
10-49-21							
3535	UTAH LEAGUE OF CITIES & TO	2024-2025	ANNUAL RENEWAL	07/01/2024	1,853.50	1,853.50	07/11/2024
	Total 10-49-21:				1,853.50	1,853.50	
10-49-23							
3900	VALERIE ANDERSEN	2024.06	MILEAGE REIMBURSEMENT- E	06/30/2024	18.60	18.60	07/11/2024
	Total 10-49-23:				18.60	18.60	
10-49-34							
525	CASELLE, INC.	133080	ANNUAL SUPPORT, MAINTENA	07/01/2024	3,308.75	3,308.75	07/11/2024
998	DYNAMIC INTEGRATIONS, LLC	INV-10352	ADMIN- MONTHLY MPS	07/01/2024	275.00	275.00	07/11/2024
1795	Keddington & Christensen LLC	4907	APRIL 2024	06/03/2024	2,481.83	2,481.83	07/11/2024
1795	Keddington & Christensen LLC	4907	MAY 2024	06/03/2024	1,549.74	1,549.74	07/11/2024
1795	Keddington & Christensen LLC	4942	JUNE 2024	06/30/2024	1,268.99	1,268.99	07/11/2024
1970	LES OLSON COMPANY	EA1425340	JUNE 2024	06/28/2024	181.44	181.44	07/11/2024
	Total 10-49-34:				9,065.75	9,065.75	
10-49-60							
1330	GUNNISON MARKET	2024.05	HEALTH AND WELLNESS	06/07/2024	15.44	15.44	07/11/2024
3911	Mandi Buege	2024.06	GYM MEMBERSHIP REIMBURS	06/30/2024	28.00	28.00	07/11/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 10-49-60:				43.44	43.44	
10-51-28							
1300	GTELCO	2024.06.578	CITY HALL- JUNE 2024	06/30/2024	549.00	549.00	07/11/2024
	Total 10-51-28:				549.00	549.00	
10-51-29							
2685	ROCKY MOUNTAIN POWER	2024.06.66589	CITY HALL	06/05/2024	1,127.41	1,127.41	07/11/2024
	Total 10-51-29:				1,127.41	1,127.41	
10-51-30							
2505	DOMINION ENERGY	2024.06.50723	CITY HALL- JUNE 2024	06/30/2024	398.07	398.07	07/11/2024
	Total 10-51-30:				398.07	398.07	
10-51-74							
4034	CHETT COOMBS	2024.07.08	PURCHASE OF A 2019 FORD F	07/08/2024	11,000.00	11,000.00	07/08/2024
	Total 10-51-74:				11,000.00	11,000.00	
10-52-29							
2685	ROCKY MOUNTAIN POWER	66589636-001	SHOP- MAY 2024	06/11/2024	92.28	92.28	06/28/2024
	Total 10-52-29:				92.28	92.28	
10-52-30							
2505	DOMINION ENERGY	2024.06.54857	SHOP- JUNE 2024	06/30/2024	7.16	7.16	07/11/2024
	Total 10-52-30:				7.16	7.16	
10-52-61							
1330	GUNNISON MARKET	2024.05	SHOP	06/07/2024	7.56	7.56	07/11/2024
	Total 10-52-61:				7.56	7.56	
10-54-15							
1350	GUNNISON VALLEY POLICE DE	2024-2025.Q1	2024-2025 QUARTER 1 CONTRI	07/08/2024	121,531.25	121,531.25	07/11/2024
	Total 10-54-15:				121,531.25	121,531.25	
10-54-28							
1300	GTELCO	2024.06.81	POLICE- JUNE 2024	06/30/2024	144.72	144.72	07/11/2024
	Total 10-54-28:				144.72	144.72	
10-54-31							
1970	LES OLSON COMPANY	EA1425340	JUNE 2024	06/28/2024	41.66	41.66	07/11/2024
	Total 10-54-31:				41.66	41.66	
10-56-21							
4036	NATIONAL MAIN STREET CENT	2024	ANNUAL MEMBERSHIP	07/10/2024	295.00	295.00	07/11/2024
	Total 10-56-21:				295.00	295.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-56-34							
1010	EcoLife LLC	128260	BIFENTHRIN I/T 7.9	07/01/2024	150.00	150.00	07/11/2024
	Total 10-56-34:				150.00	150.00	
10-56-37							
780	COPY STATION	2024.5	JULY 4TH-	06/10/2024	58.10	58.10	07/11/2024
780	COPY STATION	2024.5	JULY 4TH-	06/10/2024	242.75	242.75	07/11/2024
1070	ETJ LAW,INC.	2851	501C3 CALL	06/12/2024	260.00	260.00	07/11/2024
1070	ETJ LAW,INC.	2868	501C3 CALL	05/30/2024	65.00	65.00	07/11/2024
3913	I-FOUR MEDIA	27440	4TH OF JULY BANNERS	07/08/2024	494.72	494.72	07/11/2024
2335	ON THE GO	396300	INDEPENDENCE DAY CELEBRA	07/08/2024	453.69	453.69	07/11/2024
2775	SALINA SUN	13325	JULY 4TH	06/24/2024	375.00	375.00	07/11/2024
2855	SANPETE MESSENGER	70156	FOURTH OF JULY- ADVERTISE	06/19/2024	1,000.00	1,000.00	06/28/2024
3900	VALERIE ANDERSEN	2024.06	MILEAGE REIMBURSEMENT	06/30/2024	27.28	27.28	07/11/2024
	Total 10-56-37:				2,976.54	2,976.54	
10-56-42							
1063	ENSIGN	111740	GUNNISON CITY BIKE PATH PH	06/03/2024	4,383.75	4,383.75	07/11/2024
1063	ENSIGN	112169	GUNNISON CITY BIKE PATH PH	06/25/2024	3,570.00	3,570.00	07/11/2024
1330	GUNNISON MARKET	2024.05	GHILL-GDAY	06/07/2024	30.76	30.76	07/11/2024
2225	MOUNTAINLAND SUPPLY CO	S106252314.0	TRAIL	06/30/2024	178.07	178.07	07/11/2024
2550	RASMUSSEN EXCAVATION L.L.	2	MILL AND OVERLAY AND MULTI	06/18/2024	105,715.83	105,715.83	06/18/2024
	Total 10-56-42:				113,878.41	113,878.41	
10-56-50							
3590	UTAH STATE DIVISION OF FINA	2024.M1223	M1223 MAIN STREET	07/01/2024	12,000.00	12,000.00	07/11/2024
	Total 10-56-50:				12,000.00	12,000.00	
10-60-25							
3595	UTAH CORRECTIONAL INDUST	RE247E00262	SIGNS	06/07/2024	567.24	567.24	07/11/2024
	Total 10-60-25:				567.24	567.24	
10-60-29							
2685	ROCKY MOUNTAIN POWER	66589636-001	STREETS- MAY 2024	06/11/2024	556.40	556.40	06/28/2024
	Total 10-60-29:				556.40	556.40	
10-62-55							
2860	SANPETE SANITARY LANDFILL	2024.06	CO-OP LANDFILL FEES- JUNE 2	06/30/2024	2,390.40	2,390.40	07/11/2024
2860	SANPETE SANITARY LANDFILL	2024.6	CO-OP LANDFILL FEES- JUNE 2	06/30/2024	3,676.50	3,676.50	07/11/2024
	Total 10-62-55:				6,066.90	6,066.90	
10-62-56							
3755	WHITE'S SANITATION	46X00304	CITY PICK-UP- JUNE 2024	06/30/2024	8,040.35	8,040.35	07/11/2024
	Total 10-62-56:				8,040.35	8,040.35	
10-70-25							
2505	DOMINION ENERGY	2024.06.20890	PARK- JUNE 2024	06/30/2024	7.62	7.62	07/11/2024
1330	GUNNISON MARKET	2024.05	PUBLIC WORKS	06/07/2024	17.76	17.76	07/11/2024
1330	GUNNISON MARKET	2024.05	PUBLIC WORKS	06/07/2024	21.14	21.14	07/11/2024
3725	WAXIE SANITARY SUPPLY	82553233	PARK	06/20/2024	380.03	380.03	07/11/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3725	WAXIE SANITARY SUPPLY	82553234	PARK	06/20/2024	102.12	102.12	07/11/2024
	Total 10-70-25:				528.67	528.67	
10-70-26							
2225	MOUNTAINLAND SUPPLY CO	S106149277.0	PARKS- SPRINKLER PARTS	06/30/2024	1,316.01	1,316.01	07/11/2024
2225	MOUNTAINLAND SUPPLY CO	S106156598.0	CONTROL VALVE	06/30/2024	812.36	812.36	07/11/2024
	Total 10-70-26:				2,128.37	2,128.37	
10-70-29							
2685	ROCKY MOUNTAIN POWER	66589636-001	PARKS-CEMETERY- MAY 2024	06/11/2024	73.66	73.66	06/28/2024
	Total 10-70-29:				73.66	73.66	
10-75-21							
31	AMAZON BUSINESS	1DL1-LGVR-66	LIBRARY- ASSORTED BOOKS	07/05/2024	45.02	45.02	07/11/2024
31	AMAZON BUSINESS	1DL1-LGVR-G	LIBRARY- ASSORTED BOOKS	07/06/2024	62.46	62.46	07/11/2024
31	AMAZON BUSINESS	1KFQ-RVP4-13	LIBRARY- ASSORTED BOOKS	06/30/2024	141.48	141.48	07/11/2024
1330	GUNNISON MARKET	2024.05	LIBRARY	06/07/2024	10.77	10.77	07/11/2024
2170	MICRO MARKETING LLC	956258	LIBRARY-	06/12/2024	46.99	46.99	07/11/2024
2170	MICRO MARKETING LLC	956425	LIBRARY-	06/11/2024	65.58	65.58	07/11/2024
2170	MICRO MARKETING LLC	956517	LIBRARY-	06/18/2024	14.75	14.75	07/11/2024
2170	MICRO MARKETING LLC	956620	LIBRARY-	06/18/2024	107.35	107.35	07/11/2024
2170	MICRO MARKETING LLC	956621	LIBRARY-	06/18/2024	72.96	72.96	07/11/2024
2170	MICRO MARKETING LLC	956806	LIBRARY-	06/19/2024	57.99	57.99	07/11/2024
2170	MICRO MARKETING LLC	957122	LIBRARY-	06/25/2024	24.60	24.60	07/11/2024
3220	TASTE OF HOME	2024.8865958	ANNUAL MEMBERSHOP	07/01/2024	37.34	37.34	07/11/2024
3675	VERIZON WIRELESS	9967742699	LIBRARY	06/28/2024	88.06	88.06	07/11/2024
	Total 10-75-21:				775.35	775.35	
10-75-23							
150	ANGELA LEATHERWOOD	2024.06	LIBRARY- BOOK EXCHANGE	06/17/2024	17.36	17.36	07/11/2024
515	CAROLYN CHILDS	2024.06	LIBRARY-BOOK EXCHANGE TR	06/15/2024	121.52	121.52	07/11/2024
	Total 10-75-23:				138.88	138.88	
10-75-24							
3270	THE LIBRARY STORE, INC.	693416	LIBRARY	06/27/2024	81.34	81.34	07/11/2024
	Total 10-75-24:				81.34	81.34	
10-75-28							
1300	GTELCO	2024.06.582	LIBRARY - JUNE 2024	06/30/2024	101.73	101.73	07/11/2024
	Total 10-75-28:				101.73	101.73	
10-75-31							
998	DYNAMIC INTEGRATIONS, LLC	INV-10352	LIBRARY- MONTHLY MPS	07/01/2024	420.00	420.00	07/11/2024
1970	LES OLSON COMPANY	EA1425340	JUNE 2024	06/28/2024	61.26	61.26	07/11/2024
	Total 10-75-31:				481.26	481.26	
10-75-61							
31	AMAZON BUSINESS	1LT1-JGRG-FH	LIBRARY- ASSORTED BOOKS	06/22/2024	32.69	32.69	07/11/2024
31	AMAZON BUSINESS	1QVX-QP7Q-F	LIBRARY- ASSORTED BOOKS	06/23/2024	235.74	235.74	07/11/2024
1330	GUNNISON MARKET	2024.05	LIBRARY	06/07/2024	42.05	42.05	07/11/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1330	GUNNISON MARKET	2024.05	LIBRARY	06/07/2024	7.92	7.92	07/11/2024
1330	GUNNISON MARKET	2024.05	LIBRARY	06/07/2024	55.86	55.86	07/11/2024
1330	GUNNISON MARKET	2024.05	LIBRARY	06/07/2024	91.98	91.98	07/11/2024
2170	MICRO MARKETING LLC	956805	LIBRARY-	06/19/2024	146.46	146.46	07/11/2024
2345	ORIENTAL TRADING CO.,INC.	73146792301	LIBRARY- READING TIME	06/06/2024	194.92	194.92	07/11/2024
	Total 10-75-61:				807.62	807.62	
10-76-30							
2685	ROCKY MOUNTAIN POWER	66589636-001	RODEO- MAY 2024	06/11/2024	10.86	10.86	06/28/2024
	Total 10-76-30:				10.86	10.86	
10-76-35							
570	CENTERFIELD CITY	2024.06	RAP TAX- JUNE 2024	06/30/2024	3,801.26	3,801.26	07/11/2024
	Total 10-76-35:				3,801.26	3,801.26	
10-78-29							
2685	ROCKY MOUNTAIN POWER	66589636-001	AIRPORT- MAY 2024	06/11/2024	93.51	93.51	06/28/2024
	Total 10-78-29:				93.51	93.51	
10-78-65							
1455	HERMANSEN'S MILL	H228616	AIRPORT	06/01/2024	75.00	75.00	07/11/2024
	Total 10-78-65:				75.00	75.00	
21-40-22							
3996	CINTAS CORPORATION	5218755690	POOL- FIRST AID SUPPLIES	07/02/2024	7.70	7.70	07/11/2024
	Total 21-40-22:				7.70	7.70	
21-40-24							
780	COPY STATION	2024.5	POOL-	06/10/2024	34.25	34.25	07/11/2024
1330	GUNNISON MARKET	2024.05	POOL- GIFT CERTIFICATE	06/07/2024	100.00	100.00	07/11/2024
	Total 21-40-24:				134.25	134.25	
21-40-25							
2480	QUENCH USA, INC	INV07592679	POOL-WATER DISPENSER 6/17/	06/17/2024	39.95	39.95	07/11/2024
	Total 21-40-25:				39.95	39.95	
21-40-26							
1330	GUNNISON MARKET	2024.05	POOL	06/07/2024	59.50	59.50	07/11/2024
	Total 21-40-26:				59.50	59.50	
21-40-27							
2405	PETERSON PLUMBING SUPPLY	3248175	POOL	06/30/2024	30.26	30.26	07/11/2024
2405	PETERSON PLUMBING SUPPLY	3251288	POOL	06/30/2024	8.07	8.07	07/11/2024
	Total 21-40-27:				38.33	38.33	
21-40-28							
1300	GTELCO	2024.06.579	POOL- JUNE 2024	06/30/2024	106.88	106.88	07/11/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 21-40-28:					106.88	106.88	
21-40-29							
2685	ROCKY MOUNTAIN POWER	66589636-001	POOL- MAY 2024	06/11/2024	1,639.51	1,639.51	06/28/2024
Total 21-40-29:					1,639.51	1,639.51	
21-40-30							
2505	DOMINION ENERGY	2024.06.69072	POOL- JUNE 2024	06/30/2024	1,517.40	1,517.40	07/11/2024
Total 21-40-30:					1,517.40	1,517.40	
21-40-31							
145	AMERICAN RED CROSS	22699617	POOL- LIFEGUARDING-BL 13	06/19/2024	598.00	598.00	07/11/2024
Total 21-40-31:					598.00	598.00	
21-40-32							
1330	GUNNISON MARKET	2024.05	POOL	06/07/2024	58.73	58.73	07/11/2024
Total 21-40-32:					58.73	58.73	
21-40-33							
998	DYNAMIC INTEGRATIONS, LLC	INV-10352	POOL- MONTHLY MPS	07/01/2024	240.00	240.00	07/11/2024
Total 21-40-33:					240.00	240.00	
21-40-65							
2410	PETERSON REFRIGERATION &	126611	POOL- 50% DOWN PAYMENT F	06/14/2024	16,474.25	16,474.25	07/11/2024
Total 21-40-65:					16,474.25	16,474.25	
22-40-28							
1300	GTELCO	2024.06.585	FIRE- JUNE 2024	06/30/2024	97.54	97.54	07/11/2024
3675	VERIZON WIRELESS	9967618628	FIRE-	06/28/2024	40.04	40.04	07/11/2024
Total 22-40-28:					137.58	137.58	
22-40-29							
2685	ROCKY MOUNTAIN POWER	66589636-001	FIRE- MAY 2024	06/11/2024	20.00	20.00	06/28/2024
Total 22-40-29:					20.00	20.00	
22-40-30							
2505	DOMINION ENERGY	2024.06.67543	FIRE STATION- JUNE 2024	06/30/2024	44.54	44.54	07/11/2024
Total 22-40-30:					44.54	44.54	
22-40-70							
998	DYNAMIC INTEGRATIONS, LLC	INV-10352	FIRE- MONTHLY MPS	07/01/2024	180.00	180.00	07/11/2024
1795	Keddington & Christensen LLC	4907	APRIL 2024	06/03/2024	200.00	200.00	07/11/2024
1795	Keddington & Christensen LLC	4907	MAY 2024	06/03/2024	200.00	200.00	07/11/2024
1795	Keddington & Christensen LLC	4942	JUNE 2024	06/30/2024	200.00	200.00	07/11/2024
Total 22-40-70:					780.00	780.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
22-40-71							
1635	Jed Hansen	2024.065	FIRE-REIMBURMENT BATTERIE	06/17/2024	73.00	73.00	07/11/2024
	Total 22-40-71:				73.00	73.00	
42-40-90							
3590	UTAH STATE DIVISION OF FINA	2024.M1018	M1018 FIRE STATION IN MBA	07/01/2024	23,000.00	23,000.00	07/11/2024
	Total 42-40-90:				23,000.00	23,000.00	
42-40-91							
3590	UTAH STATE DIVISION OF FINA	2024.B1015S	B1015S MBA CITY HALL	07/01/2024	8,000.00	8,000.00	07/11/2024
	Total 42-40-91:				8,000.00	8,000.00	
42-40-92							
3590	UTAH STATE DIVISION OF FINA	2024.B1015S	B1015S MBA CITY HALL	07/01/2024	4,725.00	4,725.00	07/11/2024
	Total 42-40-92:				4,725.00	4,725.00	
50-40-25							
2225	MOUNTAINLAND SUPPLY CO	S105883564.0	CALCIUM HYPOCHLORITE	06/30/2024	1,659.29	1,659.29	07/11/2024
2225	MOUNTAINLAND SUPPLY CO	S105888610.0	EPOXY REPAIR COUPLER	06/30/2024	2,566.04	2,566.04	07/11/2024
2225	MOUNTAINLAND SUPPLY CO	S106004372.0	WATERBASESPRAY PAINT	06/30/2024	27.18	27.18	07/11/2024
2225	MOUNTAINLAND SUPPLY CO	S106166396.0	LATCH SOLENIOD	06/30/2024	185.67	185.67	07/11/2024
2225	MOUNTAINLAND SUPPLY CO	S106231648.0	STATION CONTROLER	06/12/2024	197.04	197.04	07/11/2024
	Total 50-40-25:				4,635.22	4,635.22	
50-40-30							
525	CASELLE, INC.	133080	ANNUAL SUPPORT, MAINTENA	07/01/2024	3,308.75	3,308.75	07/11/2024
998	DYNAMIC INTEGRATIONS, LLC	INV-10352	PI- MONTHLY MPS	07/01/2024	135.00	135.00	07/11/2024
	Total 50-40-30:				3,443.75	3,443.75	
51-81-24							
2445	POSTMASTER	2024.06	WATER- JUNE 2024 WATER STA	07/08/2024	290.29	290.29	07/09/2024
	Total 51-81-24:				290.29	290.29	
51-81-25							
590	CENTRAL UTAH PUBLIC HEALT	2024.06	PUBLIC WATER SAMPLE	06/30/2024	100.00	100.00	07/11/2024
2225	MOUNTAINLAND SUPPLY CO	S106004377.0	GREEN FLUOR PAUNT	06/30/2024	49.36	49.36	07/11/2024
2225	MOUNTAINLAND SUPPLY CO	S106004385.0	SPRAY PAINT	06/30/2024	79.64	79.64	07/11/2024
2225	MOUNTAINLAND SUPPLY CO	S106062386.0	BLUE POLY PIPE	06/30/2024	216.67	216.67	07/11/2024
	Total 51-81-25:				445.67	445.67	
51-81-29							
2685	ROCKY MOUNTAIN POWER	66589636-001	WATER- MAY 2024	06/11/2024	5,445.28	5,445.28	06/28/2024
	Total 51-81-29:				5,445.28	5,445.28	
51-81-31							
365	BLUE STAKES OF UTAH	UT202401535	EMAIL NOTIFICATIONS APRIL-J	06/30/2024	299.75	299.75	07/11/2024
365	BLUE STAKES OF UTAH	UT202401535.	ANNUAL MEMBERSHIP	07/01/2024	50.00	50.00	07/11/2024
525	CASELLE, INC.	133080	ANNUAL SUPPORT, MAINTENA	07/01/2024	3,308.75	3,308.75	07/11/2024
998	DYNAMIC INTEGRATIONS, LLC	INV-10352	WATER- MONTHLY MPS	07/01/2024	165.00	165.00	07/11/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1795	Keddington & Christensen LLC	4907	APRIL 2024	06/03/2024	1,240.92	1,240.92	07/11/2024
1795	Keddington & Christensen LLC	4907	MAY 2024	06/03/2024	774.87	774.87	07/11/2024
1795	Keddington & Christensen LLC	4942	JUNE 2024	06/30/2024	634.50	634.50	07/11/2024
	Total 51-81-31:				6,473.79	6,473.79	
51-81-77							
4037	MORELY & MCCONKIE LC	63142	LAND APPRAISAL	06/28/2024	1,500.00	1,500.00	07/11/2024
	Total 51-81-77:				1,500.00	1,500.00	
51-82-25							
2225	MOUNTAINLAND SUPPLY CO	S106004377.0	GRREN MARKING PAINT	06/30/2024	37.54	37.54	07/11/2024
2225	MOUNTAINLAND SUPPLY CO	S106004385.0	BLUE MARKING PAINT\	06/30/2024	6.26	6.26	07/11/2024
3400	TWIN "D" INC.	1732	SEWER-	06/20/2024	1,860.00	1,860.00	07/11/2024
	Total 51-82-25:				1,903.80	1,903.80	
51-82-29							
2685	ROCKY MOUNTAIN POWER	66589636-001	SEWER- MAY 2024	06/11/2024	91.32	91.32	06/28/2024
	Total 51-82-29:				91.32	91.32	
51-82-31							
525	CASELLE, INC.	133080	ANNUAL SUPPORT, MAINTENA	07/01/2024	3,308.75	3,308.75	07/11/2024
998	DYNAMIC INTEGRATIONS, LLC	INV-10352	SEWER- MONTHLY MPS	07/01/2024	135.00	135.00	07/11/2024
1795	Keddington & Christensen LLC	4907	APRIL 2024	06/03/2024	1,240.92	1,240.92	07/11/2024
1795	Keddington & Christensen LLC	4907	MAY 2024	06/03/2024	774.87	774.87	07/11/2024
1795	Keddington & Christensen LLC	4942	JUNE 2024	06/30/2024	634.50	634.50	07/11/2024
	Total 51-82-31:				6,094.04	6,094.04	
51-83-61							
875	MADSEN EXCAVATION, LLC.	1689	SANPITCH RIVER CLEAN OUT	06/13/2024	1,617.50	1,617.50	07/11/2024
	Total 51-83-61:				1,617.50	1,617.50	
51-83-91							
3590	UTAH STATE DIVISION OF FINA	2024.M1305	M1305	07/01/2024	9,000.00	9,000.00	07/11/2024
	Total 51-83-91:				9,000.00	9,000.00	
	Grand Totals:				419,878.10	419,878.10	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid

Dated: ____

Mayor: ____

City Council: ____

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City Recorder: ____

Report Criteria:

Detail report.

Invoices with totals above $0.00 included.

Paid and unpaid invoices included.

Memorandum

To: Mayor Nay and City Council
From: Dennis L. Marker, City Administrator
Date: June 14, 2024
Re: Direct Grant Award Agreement with DFCM for $5.5 Million

DFCM recently provided an agreement for a $5.5 Million grant. The funds are to help with the Tarr Canyon Well project. (See attached agreement)

A meeting has been scheduled with DFCM to discuss the terms and resolve concerns with the language. That meeting is set for 1:00 pm on Wednesday, July 17 (prior to City Council meeting). It is anticipated that the agreement will be updated prior to the Council meeting. If not, this item may be tabled.

DIRECT AWARD GRANT AGREEMENT
(Multi-Year Grant Period)

This Direct Award Grant Agreement (this "Agreement") is made and entered into this ____ day of July, 2024 by and between the State of Utah, Division of Facilities Construction and Management, an agency of the State of Utah ("DFCM") and Gunnison City, a political subdivision of the State of Utah and municipal corporation ("Gunnison").

RECITALS

A. DFCM will transfer Two Million Five Hundred Thousand Dollars ($2,500,000) to Gunnison from Fiscal Year 2025 Capital Improvement funding and Three Million Dollars ($3,000,000) to Gunnison from Fiscal Year 2026 Capital Improvement funding.

B. The Five Million Five Hundred Thousand Dollars ($5,500,000) to be transferred to Gunnison is referred to herein as the "Grant".

C. The Grant is governed by Utah Code, Title 63G, Chapter 6b *State Grants* (the "Grant Statute").

D. Gunnison shall use the Grant funds for the expansion and improvement of the existing Gunnison culinary water system for the benefit of and to facilitate the expansion of the Central Utah Correctional Facility ("CUCF") operated by the Utah Department of Corrections ("UDOC"), as well as for the benefit of the citizens of Gunnison (the "Project").

A G R E E M E N T

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, DFCM and Gunnison agree as follows:

1. INCORPORATION OF RECITALS. The Recitals of this Agreement are incorporated in this Agreement.

2. AWARD. Upon receipt of the Grant funds by DFCM, DFCM agrees to provide the Grant funds in the amount of Five Million Five Hundred Thousand Dollars ($5,500,000) to Gunnison for the Project consistent with the Grant Statute and the requirements of this Agreement.

3. GRANT PERIOD. The Grant Period commences July 1, 2024 and shall end no later than June 30, 2026.

4. GUNNISON'S EXPENDITURE OF GRANT FUNDS. Gunnison shall only expend the Grant funds for the Project consistent with the Grant Statute and the requirements of this Agreement.

4.1 BUDGET AND DISTRIBUTION SCHEDULE. Before DFCM will disburse any of the Grant funds, Gunnison shall provide DFCM, for DFCM's acceptance and written approval, a proposed detailed budget demonstrating how Gunnison will use the Grant funds ("Budget") and a proposed Distribution Schedule for disbursement of the Grant funds ("Distribution Schedule").

4.1.1 Budget. The Budget shall be set forth on DFCM's Capital Improvement Projects FY2026 Capital Budget Estimate (CBE) available at dfcm.utah.gov/construction-management/standard-documents/ or substantial equivalent. Gunnison shall make such changes to the Budget as may be requested by DFCM in DFCM's discretion.

4.1.2 Distribution Schedule. The Distribution Schedule shall ensure Gunnison's accountability for use of the Grant funds and shall allow for DFCM's responsible oversight of Gunnison's use of the Grant funds. Gunnison shall make such changes to the Distribution Schedule as may be requested by DFCM in DFCM's discretion. DFCM will not disburse all Grant funds in a single payment unless such single payment is made after Gunnison satisfies all of the Gunnison's performance obligations under this Agreement. DFCM will not make a final disbursement to Gunnison until Gunnison delivers the Final Report described in section 4.5.2 to DFCM. Gunnison shall not be entitled to interest on undisbursed Grant funds.

4.3 PERFORMANCE METRICS. The Project shall be prosecuted in a commercially reasonable and efficient way and completed in a good and workmanlike manner, using good quality materials and in compliance with all applicable laws, regulations, ordinances, industry standards and requirements of governmental entities having jurisdiction over the Project.

4.3.1 CUCF Requirements. Gunnison acknowledges that DOC is currently planning an expansion of the CUCF that will double the inmate capacity of the CUCF. The Project will be designed and constructed so as, at a minimum, to double the current culinary water supply to the CUCF. Gunnison shall endeavor to minimize disruption of the CUCF during the construction of the Project.

4.3.2 Completion. The Project must be substantially complete in accordance with the latest approved Construction Schedule identified in section 4.4.3.1.

4.4 DELIVERABLES. Unless waived in writing by DFCM, Gunnison shall provide the Deliverables listed in this section 4.4 to DFCM. Where the timing for delivery of a Deliverable is not specifically set forth in this Agreement, the timing for delivery of Deliverables shall be coordinated and consistent with the Distribution Schedule.

4.4.1 Real Property & Water Shares. No part of the Grant funds may be used for the acquisition of interests in real property, including, but not limited to, easements or water rights (collectively, "Real Property"). No part of the Grant funds may be used for the acquisition of water shares ("Water Shares"). Any Real Property or Water Shares required for the Project shall be acquired by Gunnison using funds other than the Grant funds. However, notwithstanding that Gunnison shall not use the Grant funds for the acquisition of Real Property or Water Shares necessary for the Project, Gunnison shall provide the following Deliverables to DFCM in the event that Gunnison acquires Real Property or Water Shares for the Project.

4.4.1.1 *Real Estate Purchase Contract*. Gunnison shall provide DFCM with the proposed Real Estate Purchase Contract ("REPC") for any Real Property to be acquired by Gunnison for the Project for DFCM's written approval, and, upon such written approval, shall provide DFCM with an executed copy of the REPC for the Real Property.

4.4.1.2 *Closing Documents*. Gunnison shall provide DFCM with all closing documents in connection with the purchase of any Real Property for the Project, including, but not limited to, a Title Insurance Policy insuring Gunnison's title to the Real Property in the full amount of the purchase price for the Real Property.

4.4.1.3 *Financing Documents*. If Gunnison is financing any portion of the purchase price of any Real Property for the Project, Gunnison shall provide DFCM with all financing documents associated with such financing.

4.4.1.4 *Other Deliverables*. For an easement, Gunnison shall supply DFCM with all documents related to Gunnison's acquisition of the easement, including the easement document to be recorded, and for a water right, Gunnison shall supply DFCM with all documents related to Gunnison's acquisition of the water right, including all documents on file or to be filed with the State Engineer. For Water Shares acquired in connection with the Project, Gunnison shall provide DFCM with all documents related to Gunnison's acquisition of such Water Shares.

4.4.2 Design Deliverables. Gunnison shall provide DFCM with the Deliverables described in this section 4.4.2 related to the design of the Project.

4.4.2.1 *Design Agreement(s).* Gunnison shall provide DFCM any proposed contracts between Gunnison and any design professionals for the design of the Project prior to execution of such design agreements for DFCM's written approval, and, upon receipt of such written approval, shall provide DFCM with an executed copy of any design agreements between Gunnison and any design professionals for the Project.

4.4.2.2 *Invoices and Lien Releases for Preconstruction Services*. Gunnison shall provide DFCM with all invoices from design professionals associated with the design of the Project. For each progress payment to a design professional for the Project, Gunnison shall deliver to DFCM a Utah Conditional Waiver and Release Upon Progress Payment in the form prescribed by Utah Code Ann. § 38-1a-802 from the design professional and the design professional's consultants, if any. For final payment to a design professional for the Project, Gunnison shall deliver to DFCM a Utah Waiver and Release Upon Final Payment in the form prescribed by Utah Code Ann. § 38-1a-802 from the design professional and the design professional's consultants, if any.

4.4.2.3 *Drawings and Specifications*. Gunnison shall provide DFCM with all design Drawings and Specifications for the Project at the Schematic Design, Design Development and Construction Document stages of the design of the Project. DFCM's review of Drawings and Specifications is solely for the purpose of permitting DFCM to fulfill DFCM's responsibilities under the Statute and in no event shall DFCM be responsible or liable for defective Drawings and/or Specifications.

4.4.3 Construction Deliverables. Gunnison shall provide DFCM with the Deliverables described in this section 4.4.3 related to the construction of the Project.

4.4.3.1 *Construction Contract*. Gunnison shall provide DFCM with the proposed contract between Gunnison and the general contractor for the Project for DFCM's written approval prior to execution, and, upon receipt of DFCM's written approval, the executed contract shall be delivered to DFCM.

4.4.3.2 *Construction Schedule*. Gunnison shall provide DFCM with the proposed Construction Schedule for the Project for DFCM's written approval along with any and all updates to such Construction Schedule for DFCM's written approval.

4.4.3.3 *Schedule of Values, Applications for Payment, and Construction Lien Waivers*. Gunnison shall provide DFCM with a Schedule of Values from Gunnison's general contractor who will perform the work of the Project on AIA Document G703 – 1992 or a substantial equivalent. Gunnison shall provide DFCM with fully supported Applications for Payment from Gunnison's general contractor performing the work of the Project on AIA Documents G702 – 1992 and G703 – 1992 or substantial equivalents. For each progress payment to Gunnison's general contractor for the Project, Gunnison shall deliver to DFCM a Utah Conditional Waiver and Release Upon Progress Payment in the form prescribed by Utah Code Ann. § 38-1a-802 from the general contractor and the general contractor's subcontractors, sub-subcontractors, and material suppliers, if any. For final payment to Gunnison's general contractor for the Project, Gunnison shall deliver to DFCM a Utah Waiver and Release Upon Final Payment in the form prescribed by Utah Code Ann. § 38-1a-802 from the general contractor and the general contractor's subcontractors, sub-subcontractors, and material suppliers, if any, as well as a Contractor's Affidavit of Payment of Debts and Claims on AIA Document G706 – 1994 or substantial equivalent from Gunnison's general contractor for the Project.

4.4.4.4 *Change Orders*. Gunnison shall provide DFCM with all Change Orders for the Project. Additive Change Orders in excess of Ten Thousand Dollars ($10,000) require DFCM's prior written approval.

4.4.4.5 *Payment Bond*. Gunnison shall provide DFCM with the payment bond required for the Project by Utah Code Title 14, Chapter 1, and any performance bond for the Project.

4.4.4.6 *Release of Retention*. If Gunnison has withheld retention from the Project pursuant to Utah Code 13-8-5, Gunnison shall provide DFCM with evidence of release of such retention and the consent of the surety providing the payment bond pursuant to section 4.4.4.5 to such release.

4.4.4.7 *Close-out Documents*. Gunnison shall provide DFCM with all punch-lists for the Project, the Certificate of Substantial Completion for the Project, if any, and with "as-built" Drawings for the Project with the Final Report described in section 4.5.2.

4.5 REPORTING. Gunnison and DFCM are subject to the reporting requirements of the Grant Statute.

4.5.1 Annual Reports. In the final quarter of each year of the Grant Period, excluding the final year, Gunnison shall deliver to DFCM a report that details Gunnison's progress towards fulfilling the Grant's purpose, including the performance metrics established by section 4.3 of this Agreement and Deliverables to be provided by Gunnison as required by section 4.4 of this Agreement ("Annual Reports").

4.5.2 Final Report. DFCM will not make the final Grant fund disbursement until Gunnison delivers to DFCM a final report that: (1) details the extent to which Gunnison fulfilled the purpose for which the Grant funds were provided to Gunnison; (2) demonstrates that Gunnison has met the performance metrics established by section 4.3 of this Agreement; and (3) identifies the Deliverables provided by Gunnison as required by section 4.4 of this Agreement ("Final Report"). The Final Report required by this section shall be in such form and in such detail as may be required by DFCM but shall at a minimum be in sufficient detail to identify how the Grant funds were used by Gunnison. DFCM reserves the right to request additional detail in the Final Report and Gunnison shall comply promptly with such request with such additional detail.

5. ADDRESS FOR DELVERY OF DELIVERABLES, ANNUAL REPORTS AND FINAL REPORT. The Deliverables, Annual Reports and Final Report required by this Agreement shall be delivered to DFCM at 4315 S. 2700 W., Taylorsville, Utah 84119, Attn. Assistant Director – Capital Improvements.

6. DISBURSEMENT OF GRANT FUNDS SUBJECT TO LEGISLATIVE APPROPRIATION. Disbursement of the Grant funds is subject to Legislative appropriation. Immediately upon written notice delivered to Gunnison, this Agreement and/or any transfer of Grant funds under this Agreement may be reduced, terminated and/or modified in whole or in part at the sole discretion of DFCM, if DFCM reasonably determines that: (1) a change in Federal or State legislation or applicable laws materially affects the ability of either the State or Gunnison to perform under the terms of this Agreement or Gunnison's financial circumstance materially affect the ability of Gunnison to perform under this Agreement; or (2) that a change or probable change in available funds affects DFCM's ability to pay under this Agreement. A change or probable change in available funds as used in this section includes, but is not limited to, a change or probable change in Federal or State funding, whether as a result of a legislative act, a legislative failure to act, or by order of the President or the Governor. If a written notice is delivered under this section, DFCM and the State will not be liable for any funding, performance, commitments, compensatory, consequential, or liquidated damages, penalties, expenses and/or costs of any nature whatsoever arising under and/or related to this Agreement and/or arising out of, related to and/or caused by a change or probable change in available funds. Gunnison acknowledges and agrees that the Utah Legislature may modify, terminate and/or reduce funding under this Agreement at any time and any actions taken by Gunnison under this Agreement in reliance on the funding currently provided herein is at Gunnison's sole risk.

7. DFCM'S RIGHT TO WITHOLD DISBURSEMENT OF GRANT. Notwithstanding anything in this Agreement to the contrary, DFCM reserves the right, in DFCM's discretion, to withhold disbursement of all or any part of the Grant funds if at any time it appears that disbursement of Grant funds would not be consistent with the requirements of this Agreement.

8. RETURN OF GRANT. If Gunnison does not use the Grant funds in accordance with this Agreement, the State and DFCM reserve all rights in law and equity to obtain a return of the Grant funds, including the legal rate of interest and reasonable attorney fees and costs expended in obtaining the return of the Grant funds.

9. AUDIT. Gunnison's use of the Grant funds is subject audit by DFCM and/or the legislative auditor general. Gunnison shall maintain all records necessary to properly account for Gunnison's expenditure of the Grant funds and Gunnison's performance under this Agreement. These records shall be retained by Gunnison for at least six (6) years after final disbursement of the Grant funds, or until all audits initiated within the six (6) years have been completed, whichever is later.

10. LAWS AND REGULATIONS. At all times during this Agreement, Gunnison and all goods obtained and/or services performed pursuant to this Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

11. RIGHT TO INSPECT PROJECT. DFCM shall have the right, but not the obligation, to inspect the Project from time to time upon reasonable notice to Gunnison. Any such inspections are made solely for the benefit of DFCM in order for DFCM to evaluate Gunnison's compliance with the terms of this Agreement. No inspection by DFCM shall make DFCM in any way responsible or liable for the quality of the Project, the performance of persons designing or constructing the Project, the compliance of the Project with applicable law and/or injury to persons or property or death of any person arising out of, connected with, or related to the Project.

12. NOT PART OF STATE OR DFCM. Gunnison, in its design and construction of the Project with the Grant funds received pursuant to this Agreement, shall act in an independent capacity and not as a representative, employee or agent of DFCM or the State. Gunnison's representations or performance shall in no way lead to any liability or responsibility of DFCM or the State to third persons and Gunnison shall indemnify, defend, and hold harmless DFCM and the State from and against any and all claims, costs, expenses and/or damages arising out of, related to, or connected with the Project and/or this Agreement.

13. NO THIRD-PARTY BENEFICIARIES. No person or entity is a third-party beneficiary of this Agreement, and no cause of action is created by this Agreement in favor of any third-party, <u>provided</u>, <u>however</u>, that notwithstanding anything in this Agreement to the contrary, Gunnison agrees that the rates charged to DFCM and the State for culinary water delivered from the Project or by Gunnison to the CUCF shall not increase above the rates charged to DFCM and the State for culinary water delivered to the CUCF from the existing system as of March 22, 2017, which moratorium on an increase in rates shall remain in effect for ten (10) years from the date of final disbursement of the Grant funds, and that UDOC and CUCF are intended third party beneficiaries of such agreement.

14. PUBLIC INFORMATION. Gunnison agrees that this Agreement and related records are subject to Utah Code, Title 63F, Chapter 2, the Utah Government Records Access and Management Act.

15. ASSIGNMENT. Gunnison may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of DFCM.

16. DISPUTE RESOLUTION. Prior to either party to this Agreement commencing litigation, the parties agree to participate in the mediation of any dispute. DFCM, after consultation with Gunnison, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DFCM appoints such an expert or panel, DFCM and Gunnison agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute. In the event litigation is commenced following such mediation, venue shall be in a State or federal Court having jurisdiction in Salt Lake County, State of Utah, and in no other forum, the parties to bear their own costs and attorneys' fees except as provided in section 8 of this Agreement. The laws of the State of Utah apply to the Gunnison, the expenditure of the Grant funds and the design and construction of the Project and Gunnison shall comply with all State laws applicable to the Gunnison, the expenditure of the Grant funds and the design and construction of the Project.

17. INTERPRETATION. This Agreement shall be interpreted so as to be consistent with law and to accomplish the purposes of this Agreement.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between DFCM and Gunnison and supersedes any and all other prior and contemporaneous agreements and understandings between DFCM and Gunnison, whether oral or written.

DFCM

STATE OF UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, an agency of the State of Utah

Date: July____, 2024

By:__________________________________
Darrell Hunting, Assistant Director

APPROVED AS TO FORM
/S/ Mike Kelley
Assistant Attorney General

GUNNISON

GUNNISON CITY, a Utah municipal corporation

Date: July ____, 2024

By:__________________________________
Lori Nay, Mayor

Memorandum

To: Mayor Nay and City Council
From: Dennis L. Marker, City Administrator
Date: July 12, 2024
Re: Purchase or Lease of Real Property from SITLA for Tarr Canyon Well

This is an item that should be discussed in executive session.

Gunnison City initiated real estate negotiations with SITLA for property where the Tarr Canyon Well is planned. SITLA processes now require the City and any interested parties to prepare final and best offers for the SITLA board to consider. Discussion on this item will be to prepare the city's final and best offer.

Memorandum

To: Mayor Nay and City Council
From: Dennis L. Marker, City Administrator
Date: July 12, 2024
Re: Purchase or Lease of Real Property Agreement #2024-01

This is an item that should be discussed in executive session.

During the June 19, City Council meeting, the Council directed that the city move forward with Real Property Agreement #2024-01. Discussion on this item will be to address related negotiation items that have come up since the last City Council meeting.

Memorandum

To: Mayor Nay and City Council
From: Dennis L. Marker, City Administrator
Date: July 12, 2024
Re: Ordinance 2024-09 Regarding Water Dedication Requirements

Ordinance 2024-09 clarifies the city's water dedication requirements by modifying developers' ability to make cash payments in-lieu of dedicating water rights.

Gunnison currently requires 1 share of irrigation company water to be dedicated with each ½ acre of new development. Gunnison does not require culinary water rights with new development.

Many communities will require sufficient water to be dedicated to accommodate new development demands on water systems. The amount of water to be dedicated will usually cover anticipated indoor and outdoor water needs. If a community has ample water rights for the foreseeable future then developers may be permitted to "buy-in" to the system by paying money instead of dedicating more water. This influx of cash can help a community buy additional water rights, purchase equipment, or have funding to upgrade the system to beneficially use water rights.

The Gunnison City Water Master Plan, adopted in 2023 indicates "Currently Gunnison City has a water right surplus of 234 acre-feet per year. If more water rights are not acquired, then in approximately 8 years it's projected their demand will be greater than the available water rights… It's proposed that a code be created that all who plan to build will also need to acquire water rights for culinary purposes."

Ordinance 2024-09 does not fulfill the recommended change of requiring culinary water dedications but it does remove the ability for developers to pay money in lieu of dedicating more water rights, which are needed for future growth.

ORDINANCE 2024-09

AN ORDINANCE AMENDING WATER DEDICATION REQUIREMENTS FOR NEW DEVELOPMENTS, PROVIDING FOR CODIFICATION, INCLUSION IN THE MUNICIPAL CODE, CORRECTION OF SCRIVERNER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Gunnison City is a fifth class city of the state of Utah; and

WHEREAS, Gunnison City provides a public service of indoor and outdoor water systems in accordance with state rules and regulations of the same; and

WHEREAS, Gunnison City has adopted rules and regulations pertaining to its indoor and outdoor water systems in order to operate and maintain the public service for current and future residents and business; and

WHEREAS, it has become necessary to clarify the city's regulations appertaining to water dedication requirements before new development can connect to the city's water systems.

NOW THEREFORE, BE IT ORDAINED BY THE GUNNISON CITY COUNCIL THAT:

Section I. Modification to Municipal Code

a. **Section 9.30.040.1 Application For Connection(s) – Single User** of the Gunnison Municipal Code is amended as follows: (underlined text is added, stricken text is deleted)

Any person, other than a subdivider or developer seeking multiple connections, who desires or is required to secure a new connection to the Irrigation System for a premises which has not been previously connected to the system shall be authorized to make such connection and receive service subject to:

1. Receipt of an executed connection application and agreement form, to be provided by the City.
2. Receipt of payment of the required connection and development fees, water rights conveyance in accordance with Section 9.30.040.3, ~~or in-lieu payment~~ and any other required submittals of the City utility services and development regulations.
3. A determination by the City that there is sufficient capacity in the system at the address at which the service is being requested.
4. Compliance with the applicable provisions of this Title.

Upon completion and approval of the application, the applicant shall be entitled to connect to the system and to receive service therefrom, and the City shall establish a service account for the user.

b. **Section 9.30.040.2 Application For Connection(s) – Subdivider** of the Gunnison Municipal Code is amended as follows: (underlined text is added, stricken text is deleted)

Whenever a subdivider or developer desires or is required to install water connections and extensions for a subdivision or development, the subdivider or developer shall be entitled to make such extension and connections subject to:

1. Compliance with this Title and the applicable provisions of Chapter 4 of the Development Code Construction and Design Standards.
2. Receipt of payment of the required connection and development fees, water rights conveyance in accordance with Section 9.30.040.3,~~or in-lieu payment~~ and any other required submittals of the City utility services and development regulations.

c. **Section 9.30.040.3 Additional Water Required for New Connections – Water Rights to be Conveyed to City – In-lieu Cash Payments Permitted** of the Gunnison Municipal Code is amended as follows: (underlined text is added, stricken text is deleted)

1. All new or expanded water system connections within the City limits that are not served by the irrigation water rights owned by Gunnison City shall be required to have an appropriate amount of water diverted into the system from an existing irrigation water right not presently owned by Gunnison City and the rights to said water shall be conveyed to the City prior to issuance of a building permit or setting of a water meter at the desired service location.
2. The amount of water and water rights required will be based on the following:
    a. Individual parcels having less than 1/2 acre shall turn in one (1) share of Gunnison Irrigation Company stock or acceptable equivalent of water.
    b. Individual parcels having between 1/2 and 2 acres shall turn in one (1) share of Gunnison Irrigation Company stock or acceptable equivalent of water, per one half (1/2) acre of property.
    c. Subdivisions shall turn in one (1) share of Gunnison Irrigation Company stock or acceptable equivalent of water per one half (1/2) acre of gross property within the subdivision plat area.
    d. Individual Properties having more than 2 acres and on which a single residential unit will be constructed and no more than 1 acre of irrigable landscaping will be established, shall provide 2 shares of water for the property. At such time as additional acreage of the property is irrigated or residential units are proposed, additional water shares will be required to meet any new system demands. Should the larger parcel be subdivided, any turned over shares will be counted toward the water requirements of the subdivision.
3. The city reserves the sole right to determine the acceptability of any water to be turned over to the city for satisfaction of these section requirements.
4. The City Council may accept money in lieu of or as part of the water dedication requirements stated above. The amount of money shall be no less than 110% of the going market rate for the equivalent amount of water needing to be dedicated.

Section II. Contrary Provisions Repealed. Any and all other provisions of the Gunnison City Municipal Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section III. Codification, Inclusion in the Code, and Scrivener's Errors. It is the intent of the City Council that the provisions of this ordinance be made part of the Municipal Code of Gunnison City, Utah as adopted, that sections of this ordinance may be re-numbered or re-lettered, that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Sections of the ordinance may be re-numbered or re-lettered. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

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

Section V. Posting and Effective Date. Prior to 5:00 p.m. on July 18, 2024, the City Recorder shall: (a) deposit a copy of this ordinance in the official records of the City; and (b) post a copy of this ordinance in three places within the City. This ordinance shall become effective at 5:00 p.m. on July 18, 2024.

ADOPTED AND PASSED by the City Council of the City of Gunnison, Utah this 17th day of July, 2024.

____

Lori Nay, Mayor

ATTEST

____

Valerie Andersen, City Recorder

Councilmember Robert Andersen ____
Councilmember Donald Childs ____
Councilmember Shawn Crane ____
Councilmember Stella Hill ____
Councilmember Michael Wanner ____

ORDINANCE 2024-10

AN ORDINANCE ADOPTING PUBLIC PARADE PARKING REGULATIONS, PROVIDING FOR CODIFICATION, INCLUSION IN THE MUNICIPAL CODE, CORRECTION OF SCRIVERNER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Gunnison City is a fifth class city of the state of Utah; and

WHEREAS, Gunnison City coordinates with the Gunnison Valley Police Department to enforce on-street parking regulations; and

WHEREAS, Gunnison City desires to clarify parking regulations and regulations appertaining to reserving public property for limited private use during those periods when parades may be anticipated or are occurring.

NOW THEREFORE, BE IT ORDAINED BY THE GUNNISON CITY COUNCIL THAT:

Section I. Modification to Municipal Code. **Section 6.20.020.5 Public Parade Regulations** is adopted and shall read as follows:

1. It shall be unlawful for any person to claim, reserve or occupy, or to attempt to claim, reserve or occupy, either in person or by the placement of ropes, tents, chairs, sleeping bags, blankets, or other devices or barriers, any public property as a position for observing a public parade:

   a. along the anticipated parade route on Main Street before 5:00 p.m. on the day prior to the public parade, or

   b. along any other public street before 5:00 a.m. on the day of the public parade.

2. Along Main Street after 5:00 p.m. on the day prior to a public parade, until the conclusion of the public parade, a person may occupy a position on public property for the purpose of watching a public parade and may, by the placement of ropes, tents, chairs, sleeping bags, blankets, or other devices or barriers, claim or reserve or attempt to claim or reserve any public property as a position for observing the public parade.
3. Along any public street other than Main Street after 5:00 a.m. on the day of a public parade, until the conclusion of the public parade, a person may occupy a position on public property for the purpose of watching a public parade and may, by the placement of ropes, tents, chairs, sleeping bags, blankets, or other devices or barriers, claim or reserve or attempt to claim or reserve any public property as a position for observing the public parade.
4. Items such as ropes, tents, chairs, sleeping bags, blankets, or other devices or barriers, used to claim or reserve or to attempt to claim or reserve any public property as a position for observing the public parade shall be attended at all times by a person who owns or controls the items. If the items are not physically attended by such a person, the items may be deemed to be abandoned property and may be removed from the public property by a city employee or law enforcement officer.

5. This Section shall not allow any person to occupy a position on a public street, to obstruct public sidewalks, or to occupy any unsafe position or any position which may cause damage to public or private property.
6. After 8:00 p.m. on the day before a public parade and continuing until the conclusion of the public parade, it shall be unlawful to park a motor vehicle on a public street which will be used as the parade route. A motor vehicle parked in violation of this Subsection (6) shall be considered a public nuisance and may be towed from the public street.
7. This Section shall not prevent Gunnison City, or any organization or person authorized to conduct and organize a public parade, from reserving places on public property for the observation of said parade, or from erecting and controlling seating on public property for the observation of said parade.

Section II. Contrary Provisions Repealed. Any and all other provisions of the Gunnison City Municipal Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section III. Codification, Inclusion in the Code, and Scrivener's Errors. It is the intent of the City Council that the provisions of this ordinance be made part of the Municipal Code of Gunnison City, Utah as adopted, that sections of this ordinance may be re-numbered or re-lettered, that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Sections of the ordinance may be re-numbered or re-lettered. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

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

Section V. Posting and Effective Date. Prior to 5:00 p.m. on July 18, 2024, the City Recorder shall: (a) deposit a copy of this ordinance in the official records of the City; and (b) post a copy of this ordinance in three places within the City. This ordinance shall become effective at 5:00 p.m. on July 18, 2024.

ADOPTED AND PASSED by the City Council of the City of Gunnison, Utah this 17th day of July, 2024.

____
Lori Nay, Mayor

ATTEST

____
Valerie Andersen, City Recorder

Councilmember Robert Andersen ____
Councilmember Donald Childs ____
Councilmember Shawn Crane ____

Councilmember Stella Hill	____
Councilmember Michael Wanner	____

GUNNISON CITY CORPORATION
COMBINED CASH INVESTMENT
JUNE 30, 2024

COMBINED CASH ACCOUNTS

01-1111	CASH IN CHECKING - GENERAL	127,177.01
01-1112	XPRESS DEPOSIT ACCOUNT	20,901.85
01-1131	PETTY CASH	178.00
01-1152	GENERAL FUND #2 - PTIF 8566	1,599,096.21
	TOTAL COMBINED CASH	1,747,353.07
01-1010	CASH ALLOCATION TO OTHER FUNDS	(1,747,353.07)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	(94,617.57)
21	ALLOCATION TO SPECIAL REVENUE FUND - POOL	59,661.82
22	ALLOCATION TO SPECIAL REVENUE FUND - FIRE	1,436.80
23	ALLOCATION TO SPECIAL REVENUE FUND - BMX	8,842.01
42	ALLOCATION TO MUNICIPAL BUILDING AUTHORITY	18,734.23
50	ALLOCATION TO PRESSURIZED IRRIGATION FUND	(343,748.88)
51	ALLOCATION TO WATER/SEWER FUND	2,091,587.16
79	ALLOCATION TO FUND 79	5,457.50
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,747,353.07
	ALLOCATION FROM COMBINED CASH FUND - 01-1010	(1,747,353.07)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

GUNNISON CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

GENERAL FUND

	ASSETS			
10-1010	CASH ALLOCATION-COMBINED FUND		(94,617.57)	
10-1020	CASH ZIONS BANK		3,851.86	
10-1030	SB OF SU G HILL BK ACCT		4,858.57	
10-1035	SB OF SU VENMO BALLPARK ACCT		48,362.95	
10-1140	SBSU AIRPORT SAVINGS		18,301.71	
10-1144	CASH PTIF #2737 CLASS C ROAD		1,282,069.08	
10-1149	2012 SLS TX MAIN RES PTIF 8076		23,418.93	
10-1151	CASH PTIF #8075 TPA 2050 GRANT		76,031.79	
10-1161	CASH ESC PTIF #6161		30,067.51	
10-1170	RIVERWALK BOND PTIF #5896		14,638.71	
10-1174	MAIN STREET - 8560 PTIF		103,830.83	
10-1311	ACCOUNTS REC - FIRE ASSESSMENT		7,420.09	
10-1312	ALLOWANCE/UNCOLLECTIBLE ACCTS.		(1,300.00)	
10-1313	ACCOUNTS RECEIVABLE - GARBAGE		17,409.54	
10-1316	ACCOUNTS REC - MAIN ST		1,683.56	
10-1411	DUE FROM OTHER GOV. UNITS		303,006.79	
10-1450	TAXES RECEIVABLE - GASB 33		254,600.00	
10-1560	PREPAID 4TH OF JULY		4,750.00	
10-1567	G-HILL PREPAID LAND LEASE		22,500.00	
	TOTAL ASSETS			2,120,884.35
	LIABILITIES AND EQUITY			
	LIABILITIES			
10-2132	AP AUDIT ONLY		9,279.45	
10-2221	FICA AND FED WH PAYABLE		694.78	
10-2223	STATE WITHHOLDING PAYABLE		(5,218.41)	
10-2229	INS PAYABLE-WASH/ULGT EMPLOYEE		549.30	
10-2232	LIFE & DISABILITY PAYABLE-PEHP		(161.54)	
10-2243	WORKMENS COMPENSATION PAYABLE		(255.41)	
10-2244	DEFERRED REVENUE - GASB 33		254,600.00	
10-2248	DEFERRED ROAD ASSESSMENT		9,126.00	
10-2250	COURT TRUST ACCOUNT		1,460.00	
	TOTAL LIABILITIES			270,074.17
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
10-2980	BALANCE BEGINNING OF YEAR	1,830,222.40		
	REVENUE OVER EXPENDITURES - YTD	20,587.78		
	BALANCE - CURRENT DATE		1,850,810.18	
	TOTAL FUND EQUITY			1,850,810.18
	TOTAL LIABILITIES AND EQUITY			2,120,884.35

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-31-05	LIBRARY TAXES	.00	18,051.00	18,051.00	.00	100.0
10-31-10	CURRENT YR GEN PROPERTY TAXES	.00	304,579.59	236,549.00	(68,030.59)	128.8
10-31-30	GENERAL SALES AND USE TAXES	68,662.40	818,192.30	760,000.00	(58,192.30)	107.7
10-31-45	1/4% SALES TAX FOR ROADS	11,398.54	143,038.48	127,000.00	(16,038.48)	112.6
10-31-50	RAP TAX	3,801.26	47,681.92	42,000.00	(5,681.92)	113.5
10-31-60	CNTY HWY & PUB TRAN LOCAL POR	6,170.78	72,823.49	68,000.00	(4,823.49)	107.1
	TOTAL TAXES	90,032.98	1,404,366.78	1,251,600.00	(152,766.78)	112.2
	LICENSES AND PERMITS					
10-32-10	BUSINESS LICENSES	.00	7,127.50	8,000.00	872.50	89.1
10-32-25	DOG LICENSES	30.00	1,120.00	600.00	(520.00)	186.7
10-32-26	DOG RECLAMATION FEES	.00	75.00	150.00	75.00	50.0
	TOTAL LICENSES AND PERMITS	30.00	8,322.50	8,750.00	427.50	95.1
	INTERGOVERNMENTAL					
10-33-45	STATE LIBRARY GRANTS	.00	6,755.06	4,200.00	(2,555.06)	160.8
10-33-50	FIRE DIST USER FEES (MONTHLY)	5,391.40	63,610.93	54,500.00	(9,110.93)	116.7
10-33-56	CLASS "C" ROAD FUND ALLOTMENT	.00	359,063.85	185,000.00	(174,063.85)	194.1
10-33-58	STATE LIQUOR FUND ALLOTMENT	.00	3,779.44	3,500.00	(279.44)	108.0
10-33-70	AIRPORT GRANT	.00	18,090.87	.00	(18,090.87)	.0
10-33-86	CDBG GRANT - BALLFIELDS	.00	58,270.00	250,000.00	191,730.00	23.3
10-33-87	UORG GRANT - G HILL	.00	37,133.90	450,000.00	412,866.10	8.3
10-33-88	UDOT TPA GRANT - GENERAL PLAN	.00	72,000.00	72,000.00	.00	100.0
10-33-89	SANPETE COUNTY ROAD GRANT	.00	.00	300,000.00	300,000.00	.0
	TOTAL INTERGOVERNMENTAL	5,391.40	618,704.05	1,319,200.00	700,495.95	46.9

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CHARGES FOR SERVICES					
10-34-12	LIBRARY FINES	20.00	112.00	100.00	(12.00)	112.0
10-34-13	LIBRARY DONATIONS	42.00	634.15	2,000.00	1,365.85	31.7
10-34-14	LIBRARY - CENTERFIELD DONATION	.00	1,800.00	.00	(1,800.00)	.0
10-34-15	LIBRARY - FAYETTE DONATION	.00	150.00	150.00	.00	100.0
10-34-16	LIBRARY PATRON USER FEES	80.00	344.20	600.00	255.80	57.4
10-34-17	LIBRARY COPIES	38.60	931.45	800.00	(131.45)	116.4
10-34-19	FRIENDS OF THE LIBRARY	.00	1,045.00	500.00	(545.00)	209.0
10-34-40	AIRPORT USERS UTILITY CHARGE	5,023.00	5,023.00	3,300.00	(1,723.00)	152.2
10-34-43	WASTE COLLECTION CHARGES	12,588.34	149,050.23	140,000.00	(9,050.23)	106.5
10-34-56	JULY 4 AUCTION	.00	49,000.00	.00	(49,000.00)	.0
10-34-57	JULY 4TH MISC REVENUE	1,015.00	19,514.52	1,700.00	(17,814.52)	1147.9
10-34-60	PLANNING COMMISSION FEES	.00	2,260.00	3,000.00	740.00	75.3
10-34-61	BUILDING PERMITS	.00	2,300.00	1,000.00	(1,300.00)	230.0
10-34-74	PARK RENTAL	(40.00)	2,375.00	1,200.00	(1,175.00)	197.9
10-34-81	SALE OF CEMETERY LOTS	350.00	3,250.00	2,000.00	(1,250.00)	162.5
10-34-83	OPENING & CLOSING FEES	.00	2,950.00	3,500.00	550.00	84.3
10-34-91	RENTAL INCOME - POLICE DEPT	.00	8,400.00	8,400.00	.00	100.0
	TOTAL CHARGES FOR SERVICES	19,116.94	249,139.55	168,250.00	(80,889.55)	148.1
	FINES AND FORFEITURES					
10-35-10	COURT FINES & BAIL FORFEITURES	3,516.15	42,550.10	32,000.00	(10,550.10)	133.0
10-35-12	SMALL CLAIMS	.00	100.00	100.00	.00	100.0
	TOTAL FINES AND FORFEITURES	3,516.15	42,650.10	32,100.00	(10,550.10)	132.9
	OTHER FEES					
10-36-20	CITY HALL RENTAL FEES	(200.00)	1,250.00	1,500.00	250.00	83.3
10-36-25	CABLE TV LAND LEASE FEE	765.00	11,785.88	12,000.00	214.12	98.2
10-36-40	MAIN STREET FEE	2,235.00	26,829.05	26,000.00	(829.05)	103.2
	TOTAL OTHER FEES	2,800.00	39,864.93	39,500.00	(364.93)	100.9
	MISCELLANEOUS					
10-38-10	INTEREST EARNINGS	13,479.42	143,691.20	37,820.00	(105,871.20)	379.9
10-38-74	DONATIONS - G HILL	.00	6,000.00	.00	(6,000.00)	.0
10-38-76	DONATIONS	.00	1,000.00	.00	(1,000.00)	.0
10-38-90	SUNDRY REVENUES	279,250.92	276,542.84	6,000.00	(270,542.84)	4609.1
10-38-92	TRANSFER IN	18,416.63	221,000.00	221,000.00	.00	100.0
10-38-94	TRANSFER IN - WATER USAGE	7,500.00	90,000.00	90,000.00	.00	100.0
10-38-99	USE OF FUND BALANCE/CARRYOVERS	.00	.00	1,008,236.00	1,008,236.00	.0
	TOTAL MISCELLANEOUS	318,646.97	738,234.04	1,363,056.00	624,821.96	54.2

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	439,534.44	3,101,281.95	4,182,456.00	1,081,174.05	74.2

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COUNCIL					
10-41-11	SALARIES AND WAGES	3,947.74	46,270.10	49,970.00	3,699.90	92.6
10-41-13	EMPLOYEE BENEFITS	515.25	6,305.44	6,480.00	174.56	97.3
10-41-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	1,185.92	.00	(1,185.92)	.0
10-41-22	TRAINING	.00	3,701.19	3,400.00	(301.19)	108.9
10-41-23	TRAVEL	2,974.20	9,008.43	7,000.00	(2,008.43)	128.7
10-41-24	OFFICE EXP, SUPPLIES & POSTAGE	506.43	3,522.71	5,000.00	1,477.29	70.5
10-41-31	PROFESSIONAL & TECH. SERVICES	900.00	12,424.90	15,000.00	2,575.10	82.8
10-41-51	INSURANCE	.00	9,501.40	10,000.00	498.60	95.0
10-41-52	INSURANCE - LIABILITY	.00	5,903.00	10,000.00	4,097.00	59.0
10-41-54	CONTRIBUTIONS	188.89	973.28	1,000.00	26.72	97.3
10-41-60	ACKNOWLEDGEMENT/GIFTS	.00	2,354.89	1,000.00	(1,354.89)	235.5
10-41-61	MISCELLANEOUS SUPPLIES	.00	213.06	2,000.00	1,786.94	10.7
10-41-70	MISS GUNNISON	.00	1,500.00	1,500.00	.00	100.0
	TOTAL COUNCIL	9,032.51	102,864.32	112,350.00	9,485.68	91.6
	COURT					
10-42-11	SALARIES & WAGES	1,590.32	18,863.57	21,330.00	2,466.43	88.4
10-42-13	EMPLOYEE BENEFITS	263.68	3,132.40	1,640.00	(1,492.40)	191.0
10-42-15	URS PAYOUT	.00	9,460.49	.00	(9,460.49)	.0
10-42-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-42-23	TRAVEL	.00	.00	400.00	400.00	.0
10-42-24	OFFICE EXP, SUPPLIES & POSTAGE	.00	271.99	600.00	328.01	45.3
10-42-28	TELEPHONE	98.32	1,081.77	2,100.00	1,018.23	51.5
10-42-31	PROFESSIONAL & TECHNICAL	250.66	15,430.15	12,000.00	(3,430.15)	128.6
10-42-33	EDUCATION	.00	.00	200.00	200.00	.0
10-42-40	STATE SURCHARGE	.00	12,665.84	12,000.00	(665.84)	105.6
	TOTAL COURT	2,202.98	60,906.21	50,770.00	(10,136.21)	120.0
	PLANNING COMMISSION					
10-43-11	SALARIES AND WAGES	1,560.02	13,854.60	15,360.00	1,505.40	90.2
10-43-13	EMPLOYEE BENEFITS	588.47	6,059.29	7,120.00	1,060.71	85.1
10-43-21	BOOKS,SUBCRIP, & MEMBERSHIPS	424.00	591.66	710.00	118.34	83.3
10-43-22	TRAINING	785.05	1,314.38	3,400.00	2,085.62	38.7
10-43-25	PLANNING/ZONING NOTICES	.00	56.00	1,000.00	944.00	5.6
10-43-31	PROFESSIONAL & TECH. SERVICES	7,886.69	52,249.91	82,000.00	29,750.09	63.7
	TOTAL PLANNING COMMISSION	11,244.23	74,125.84	109,590.00	35,464.16	67.6

GUNNISON CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECORDER/ADMINISTRATIVE					
10-49-11	SALARIES AND WAGES	3,620.36	46,537.33	50,860.00	4,322.67	91.5
10-49-13	EMPLOYEE BENEFITS	2,706.27	32,383.96	34,450.00	2,066.04	94.0
10-49-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	800.60	1,713.35	3,460.00	1,746.65	49.5
10-49-23	TRAVEL	1,350.43	4,175.87	5,500.00	1,324.13	75.9
10-49-24	OFFICE EXP, SUPPLIES & POSTAGE	510.18	8,776.25	1,750.00	(7,026.25)	501.5
10-49-25	NOTICES	.00	.00	500.00	500.00	.0
10-49-32	AUDIT	.00	6,950.00	8,000.00	1,050.00	86.9
10-49-33	EDUCATION	.00	2,209.00	2,150.00	(59.00)	102.7
10-49-34	PROFESSIONAL & TECH. SERVICES	300.95	29,260.81	20,000.00	(9,260.81)	146.3
10-49-60	SAFETY AND WELLNESS PROGRAM	28.00	1,614.84	13,000.00	11,385.16	12.4
	TOTAL RECORDER/ADMINISTRATIVE	9,316.79	133,621.41	139,670.00	6,048.59	95.7
	CITY HALL					
10-51-11	SALARIES & WAGES	2,013.51	21,705.58	18,560.00	(3,145.58)	117.0
10-51-13	EMPLOYEE BENEFITS	347.34	4,230.99	3,690.00	(540.99)	114.7
10-51-25	EQUIPMENT - SUPPLIES & MAINT.	89.27	4,143.91	4,500.00	356.09	92.1
10-51-26	BUILDINGS AND GROUNDS	367.99	7,942.59	6,500.00	(1,442.59)	122.2
10-51-28	TELEPHONE	548.32	6,028.86	4,000.00	(2,028.86)	150.7
10-51-29	POWER	.00	10,862.50	15,000.00	4,137.50	72.4
10-51-30	HEATING FUEL	796.07	16,028.78	15,000.00	(1,028.78)	106.9
10-51-40	CLEANING COSTS AND SUPPLIES	30.58	1,807.77	1,000.00	(807.77)	180.8
10-51-74	CAPITAL OUTLAY	.00	.00	47,500.00	47,500.00	.0
10-51-80	RENTAL - BUILDING BOND	7,083.37	85,000.00	85,000.00	.00	100.0
	TOTAL CITY HALL	11,276.45	157,750.98	200,750.00	42,999.02	78.6
	MAINTENANCE BUILDING					
10-52-29	POWER	92.28	1,545.24	6,000.00	4,454.76	25.8
10-52-30	HEATING FUEL	45.29	4,780.61	5,000.00	219.39	95.6
10-52-61	MISCELLANEOUS SUPPLIES	.00	1,343.66	4,000.00	2,656.34	33.6
	TOTAL MAINTENANCE BUILDING	137.57	7,669.51	15,000.00	7,330.49	51.1
	POLICE					
10-54-15	CONTRIBUTIONS TO G.V.P.D	.00	474,370.00	474,370.00	.00	100.0
10-54-16	RESOURCE OFFICER	.00	20,392.98	20,500.00	107.02	99.5
10-54-20	CODE ENFORCEMENT OFFICER	.00	.00	6,250.00	6,250.00	.0
10-54-24	OFFICE EXP, SUPPLIES & POSTAGE	.00	.00	500.00	500.00	.0
10-54-25	EQUIPMENT - SUPPLIES & MAINT.	.00	89.99	.00	(89.99)	.0
10-54-28	TELEPHONE	144.25	1,572.08	2,250.00	677.92	69.9
10-54-31	PROFESSIONAL & TECH. SERVICES	24.04	459.73	.00	(459.73)	.0
	TOTAL POLICE	168.29	496,884.78	503,870.00	6,985.22	98.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ECONOMIC DEVELOPMENT					
10-56-21	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	1,500.00	700.00	(800.00)	214.3
10-56-23	ECONOMIC DEVELOPMENT	.00	50,657.33	75,000.00	24,342.67	67.5
10-56-33	YOUTH CITY COUNCIL	.00	.00	2,000.00	2,000.00	.0
10-56-34	BEAUTIFICATION COMMITTEE	23.96	3,856.54	6,500.00	2,643.46	59.3
10-56-36	JULY 4TH - FIREWORKS	.00	.00	11,000.00	11,000.00	.0
10-56-37	JULY 4TH CELEBRATION	6,640.55	45,154.73	17,000.00	(28,154.73)	265.6
10-56-38	CHRISTMAS DECORATIONS	.00	322.52	750.00	427.48	43.0
10-56-42	G HILL EXPENDITURES	106,114.83	371,355.72	450,000.00	78,644.28	82.5
10-56-50	PRINCIPAL DEBT PAYMENT	.00	12,000.00	12,000.00	.00	100.0
10-56-55	CARES ACT SAVINGS	.00	5,860.00	53,900.00	48,040.00	10.9
	TOTAL ECONOMIC DEVELOPMENT	112,779.34	490,706.84	628,850.00	138,143.16	78.0
	FIRE					
10-57-20	COUNTY FIRE DISTRICT ASSESSMNT	3,524.50	38,498.75	35,000.00	(3,498.75)	110.0
10-57-75	FIRE ASSESSMENT - BUDGET	.00	.00	21,000.00	21,000.00	.0
10-57-76	FIRE ASSESSMENT - BOND	.00	.00	12,500.00	12,500.00	.0
	TOTAL FIRE	3,524.50	38,498.75	68,500.00	30,001.25	56.2
	ANIMAL CONTROL					
10-58-11	SALARIES & WAGES	216.33	2,520.98	2,640.00	119.02	95.5
10-58-13	EMPLOYEE BENEFITS	101.68	1,214.81	1,220.00	5.19	99.6
10-58-25	EQUIPMENT-SUPPLIES & MAINTENAN	.00	86.35	500.00	413.65	17.3
10-58-31	PROFESSIONAL & TECHNICAL	119.00	1,583.09	500.00	(1,083.09)	316.6
10-58-35	TRAINING	.00	.00	250.00	250.00	.0
	TOTAL ANIMAL CONTROL	437.01	5,405.23	5,110.00	(295.23)	105.8
	STREETS					
10-60-11	SALARIES AND WAGES	3,101.29	37,322.51	41,390.00	4,067.49	90.2
10-60-13	EMPLOYEE BENEFITS	1,841.40	23,289.05	22,580.00	(709.05)	103.1
10-60-25	EQUIPMENT - SUPPLIES & MAINT.	6.82	22,617.20	20,000.00	(2,617.20)	113.1
10-60-29	POWER	705.68	7,823.29	16,000.00	8,176.71	48.9
10-60-61	CAPITAL OUTLAY - EQUIPMENT	.00	.00	33,000.00	33,000.00	.0
10-60-62	CAPITAL OUTLAY - LIGHTS	.00	15,004.40	.00	(15,004.40)	.0
10-60-63	CAPTIAL OUTLAY - INDUSTRIAL PK	.00	300,000.00	300,000.00	.00	100.0
	TOTAL STREETS	5,655.19	406,056.45	432,970.00	26,913.55	93.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CLASS C ROADS					
10-61-25	CONSTRUCTION AND MAINTENANCE	249.44	94,351.99	952,000.00	857,648.01	9.9
10-61-27	NEW ROAD CONSTRUCTION BOND	.00	175,179.97	.00	(175,179.97)	.0
10-61-29	INTEREST EXPENSE	.00	6,215.00	.00	(6,215.00)	.0
10-61-30	PRINCIPAL PAYMENT ON BONDS	.00	78,152.00	84,500.00	6,348.00	92.5
	TOTAL CLASS C ROADS	249.44	353,898.96	1,036,500.00	682,601.04	34.1
	WASTE COLLECTION					
10-62-55	SANPETE CO COOP LANDFILL FEES	2,586.16	29,999.46	25,000.00	(4,999.46)	120.0
10-62-56	CONTRACT SERVICES - WHITE SAN	9,845.72	97,632.47	90,000.00	(7,632.47)	108.5
	TOTAL WASTE COLLECTION	12,431.88	127,631.93	115,000.00	(12,631.93)	111.0
	PARKS/CEMETERY					
10-70-11	SALARIES & WAGES	4,412.26	43,175.89	48,050.00	4,874.11	89.9
10-70-13	EMPLOYEE BENEFITS	1,920.29	25,882.46	22,680.00	(3,202.46)	114.1
10-70-25	EQUIPMENT - SUPPLIES & MAINT.	345.05	16,203.23	10,000.00	(6,203.23)	162.0
10-70-26	BUILDING AND GROUNDS	.00	559.34	6,000.00	5,440.66	9.3
10-70-29	POWER	73.66	2,159.71	2,000.00	(159.71)	108.0
10-70-31	PROFESSIONAL & TECH. SERVICES	.00	3,300.00	.00	(3,300.00)	.0
10-70-35	TRAINING	.00	.00	1,200.00	1,200.00	.0
10-70-40	FUEL	300.00	3,698.18	2,000.00	(1,698.18)	184.9
10-70-42	SAFETY EQUIPMENT	.00	.00	200.00	200.00	.0
10-70-45	VEHICLE MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
10-70-48	INTRA CITY UTILITY CHARGE	7,500.00	90,000.00	90,000.00	.00	100.0
10-70-50	CAP OUTLAY	.00	.00	37,000.00	37,000.00	.0
10-70-51	CAPITAL OUTLAY - IMPROVEMENTS	.00	130,264.17	250,000.00	119,735.83	52.1
10-70-52	CAP OUTLAY BALLFIELD CITY PART	.00	87,234.79	86,336.00	(898.79)	101.0
	TOTAL PARKS/CEMETERY	14,551.26	402,477.77	556,966.00	154,488.23	72.3

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LIBRARY					
10-75-11	SALARIES & WAGES	4,252.35	56,997.89	48,910.00	(8,087.89)	116.5
10-75-13	EMPLOYEE BENEFITS	325.32	5,152.71	3,750.00	(1,402.71)	137.4
10-75-15	URS PAYOUT	.00	15,170.67	.00	(15,170.67)	.0
10-75-18	FRIENDS OF LIBRARY EXPENDITURE	.00	574.34	100.00	(474.34)	574.3
10-75-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	1,360.03	15,017.29	15,000.00	(17.29)	100.1
10-75-23	TRAVEL	.00	1,915.35	.00	(1,915.35)	.0
10-75-24	OFFICE EXP, SUPPLIES & POSTAGE	42.78	630.51	1,700.00	1,069.49	37.1
10-75-28	TELEPHONE	107.45	1,936.34	2,000.00	63.66	96.8
10-75-31	PROFESSIONAL & TECHNICAL	586.93	5,169.98	3,500.00	(1,669.98)	147.7
10-75-61	DEVELOPMENT GRANT	1,298.95	4,472.49	4,200.00	(272.49)	106.5
10-75-74	CAPITAL OUTLAY	.00	2,065.24	4,000.00	1,934.76	51.6
	TOTAL LIBRARY	7,973.81	109,102.81	83,160.00	(25,942.81)	131.2
	RECREATION DEPARTMENT					
10-76-30	GUNNISON FAIRGROUNDS	10.86	131.09	2,000.00	1,868.91	6.6
10-76-35	RAP TAX EXPENSE	4,187.99	43,920.62	42,000.00	(1,920.62)	104.6
	TOTAL RECREATION DEPARTMENT	4,198.85	44,051.71	44,000.00	(51.71)	100.1
	AIRPORT					
10-78-29	POWER	93.51	1,907.86	2,500.00	592.14	76.3
10-78-31	PROFESSIONAL & TECHNICAL	.00	422.35	20,000.00	19,577.65	2.1
10-78-51	INSURANCE	.00	1,181.00	2,500.00	1,319.00	47.2
10-78-65	MAINTENANCE	.00	634.46	7,500.00	6,865.54	8.5
10-78-75	CAPITAL OUTLAY - AIRPORT UPGRA	.00	17,995.00	.00	(17,995.00)	.0
	TOTAL AIRPORT	93.51	22,140.67	32,500.00	10,359.33	68.1
	TRANSFERS OUT					
10-79-11	TRANSFER OUT	3,908.37	46,900.00	46,900.00	.00	100.0
	TOTAL TRANSFERS OUT	3,908.37	46,900.00	46,900.00	.00	100.0
	TOTAL FUND EXPENDITURES	209,181.98	3,080,694.17	4,182,456.00	1,101,761.83	73.7
	NET REVENUE OVER EXPENDITURES	230,352.46	20,587.78	.00	(20,587.78)	.0

GUNNISON CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

SPECIAL REVENUE FUND - POOL

	ASSETS			
21-1010	CASH - ALLOCATION TO OTHER FUN		59,661.82	
21-1145	CASH PTIF #2736 POOL ENERG TX		109,777.47	
21-1150	CASH PTIF #8087 SWIM REC - RES		1,178.73	
21-1152	PTIF #5899 POOL REPAIR RESERVE		209,700.86	
21-1310	MISC ACCOUNTS RECEIVABLE		4,697.20	
	TOTAL ASSETS			385,016.08
	LIABILITIES AND EQUITY			
	LIABILITIES			
21-2300	SALES TAX PAYABLE		338.98	
	TOTAL LIABILITIES			338.98
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
21-2980	BALANCE BEGINNING OF YEAR	141,063.69		
	REVENUE OVER EXPENDITURES - YTD	243,613.41		
	BALANCE - CURRENT DATE		384,677.10	
	TOTAL FUND EQUITY			384,677.10
	TOTAL LIABILITIES AND EQUITY			385,016.08

SPECIAL REVENUE FUND - POOL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
21-30-10	INTEREST EARNINGS	1,419.01	14,795.26	750.00	(14,045.26)	1972.7
21-30-15	CENTERFIELD DONATION	.00	.00	5,000.00	5,000.00	.0
21-30-30	6% UTILITY FEES	20,742.15	287,934.04	242,000.00	(45,934.04)	119.0
21-30-35	4% TELECOMMUNICATIONS FEES	2,275.04	27,798.51	16,000.00	(11,798.51)	173.7
21-30-85	POOL DOOR ADVERTISING	.00	.00	2,500.00	2,500.00	.0
21-30-99	TRANSFER IN	7,451.67	289,420.00	289,420.00	.00	100.0
	TOTAL REVENUE	31,887.87	619,947.81	555,670.00	(64,277.81)	111.6
	CHARGES FOR SERVICES					
21-34-75	ANNUAL PASSES	2,118.75	7,265.70	4,800.00	(2,465.70)	151.4
21-34-76	MONTHLY PASSES	.00	200.00	2,750.00	2,550.00	7.3
21-34-77	DAILY SWIMMING FEES	4,734.00	24,425.08	26,000.00	1,574.92	93.9
21-34-78	SWIMMING POOL FEES	.00	245.61	150.00	(95.61)	163.7
21-34-79	EQUIPMENT RENTAL	365.74	1,041.49	790.00	(251.49)	131.8
21-34-80	LESSONS	2,300.00	4,460.00	9,000.00	4,540.00	49.6
21-34-81	LIFEGUARD/WSI CLASS FEES	360.00	360.00	.00	(360.00)	.0
21-34-82	SWIM TEAM FEES- REC TEAM	505.00	2,445.00	4,000.00	1,555.00	61.1
21-34-83	GV SCHOOLS FEES	.00	375.00	.00	(375.00)	.0
21-34-85	PARTY RENTAL FEES	555.00	5,360.00	5,000.00	(360.00)	107.2
21-34-90	CONCESSIONS REVENUE	1,406.23	6,943.31	13,000.00	6,056.69	53.4
21-34-91	DIAPER/EXPERCISE BELT PURCHASE	.00	.00	500.00	500.00	.0
	TOTAL CHARGES FOR SERVICES	12,344.72	53,121.19	65,990.00	12,868.81	80.5
	TOTAL FUND REVENUE	44,232.59	673,069.00	621,660.00	(51,409.00)	108.3

GUNNISON CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

SPECIAL REVENUE FUND - POOL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
21-40-11	SALARIES & WAGES	11,955.29	109,891.41	104,970.00	(4,921.41)	104.7
21-40-13	EMPLOYEE BENEFITS	914.58	10,345.21	7,990.00	(2,355.21)	129.5
21-40-15	UNIFORM ALLOWANCE	.00	174.95	1,200.00	1,025.05	14.6
21-40-21	POOL PARTY EXPENSE	.00	261.40	300.00	38.60	87.1
21-40-22	FIRST AID SUPPLIES	133.15	2,372.91	200.00	(2,172.91)	1186.5
21-40-23	SWIM TEAM EXPENSE	.00	534.30	1,300.00	765.70	41.1
21-40-24	OFFICE EXPENSE, SUPPLIES & POS	103.46	2,273.54	2,100.00	(173.54)	108.3
21-40-25	EQUIPMENT-SUPPLIES	111.97	2,466.66	8,500.00	6,033.34	29.0
21-40-26	CONCESSION SUPPLIES	606.94	3,239.41	8,500.00	5,260.59	38.1
21-40-28	TELEPHONE	108.58	1,155.60	1,200.00	44.40	96.3
21-40-29	POWER	1,639.51	15,595.76	14,000.00	(1,595.76)	111.4
21-40-30	HEATING FUEL	3,653.72	52,623.94	30,000.00	(22,623.94)	175.4
21-40-32	TRAINING	.00	210.00	3,500.00	3,290.00	6.0
21-40-33	PROFESSIONAL & TECH. SERVICES	262.46	3,334.09	2,900.00	(434.09)	115.0
21-40-40	BUILDING MAINTENANCE	693.68	16,871.81	7,000.00	(9,871.81)	241.0
21-40-41	POOL MAINTENANCE	876.53	6,055.80	4,000.00	(2,055.80)	151.4
21-40-42	POOL CHEMICAL COSTS	.00	13,373.23	9,200.00	(4,173.23)	145.4
21-40-50	ADVERTISING EXPENSE	.00	.00	500.00	500.00	.0
21-40-51	INSURANCE	.00	7,706.12	7,000.00	(706.12)	110.1
21-40-53	CREDIT CARD FEES	264.81	990.97	800.00	(190.97)	123.9
21-40-54	SPECIAL EVENTS - EXP	.00	.00	1,500.00	1,500.00	.0
21-40-56	PRINCIPAL - CIB POOL PAYMENT	.00	64,000.00	63,000.00	(1,000.00)	101.6
21-40-58	INTEREST - CIB POOL PAYMENT	.00	8,100.00	10,000.00	1,900.00	81.0
21-40-65	CAPITAL OUTLAY	930.04	107,878.48	332,000.00	224,121.52	32.5
	TOTAL EXPENDITURES	22,254.72	429,455.59	621,660.00	192,204.41	69.1
	TOTAL FUND EXPENDITURES	22,254.72	429,455.59	621,660.00	192,204.41	69.1
	NET REVENUE OVER EXPENDITURES	21,977.87	243,613.41	.00	(243,613.41)	.0

SPECIAL REVENUE FUND - FIRE

	ASSETS			
22-1010	CASH ALLOCATION TO OTHER FUNDS		1,436.80	
22-1146	CASH PTIF #3739 - FIRE DEPT		142,364.92	
22-1147	CASH PTIF# 5892 BOND 2009B RES		27,584.84	
	TOTAL ASSETS			171,386.56
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
22-2980	BALANCE BEGINNING OF YEAR	244,052.16		
	REVENUE OVER EXPENDITURES - YTD	(72,665.60)		
	BALANCE - CURRENT DATE		171,386.56	
	TOTAL FUND EQUITY			171,386.56
	TOTAL LIABILITIES AND EQUITY			171,386.56

GUNNISON CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

SPECIAL REVENUE FUND - FIRE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
22-33-37	COUNTY FIRE REVENUE	.00	.00	12,000.00	12,000.00	.0
22-33-40	STATE GRANTS	.00	20,047.87	.00	(20,047.87)	.0
22-33-45	FIRE FEES - BUDGET	.00	.00	44,000.00	44,000.00	.0
22-33-46	FIRE FEES - BUILD BOND PMT	.00	.00	26,030.00	26,030.00	.0
22-33-47	WILDLAND FIRES	.00	12,793.79	.00	(12,793.79)	.0
	TOTAL SOURCE 33	.00	32,841.66	82,030.00	49,188.34	40.0
	SOURCE 35					
22-35-99	USE OF FUND BALANCE	.00	.00	21,920.00	21,920.00	.0
	TOTAL SOURCE 35	.00	.00	21,920.00	21,920.00	.0
	SOURCE 38					
22-38-10	INTEREST INCOME	756.38	8,967.63	550.00	(8,417.63)	1630.5
22-38-80	DONATIONS	.00	300.00	.00	(300.00)	.0
	TOTAL SOURCE 38	756.38	9,267.63	550.00	(8,717.63)	1685.0
	TOTAL FUND REVENUE	756.38	42,109.29	104,500.00	62,390.71	40.3

SPECIAL REVENUE FUND - FIRE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 40					
22-40-11	SALARIES	888.46	12,176.99	10,200.00	(1,976.99)	119.4
22-40-13	EMPLOYEE BENEFITS	67.97	1,354.93	690.00	(664.93)	196.4
22-40-21	FUEL	.00	1,530.16	2,500.00	969.84	61.2
22-40-22	FOOD	.00	4,207.79	4,000.00	(207.79)	105.2
22-40-24	EQUIPMENT	.00	13,908.19	4,000.00	(9,908.19)	347.7
22-40-25	EQUIPMENT - SUPPLIES & MAINT.	1,090.00	15,993.38	7,750.00	(8,243.38)	206.4
22-40-26	PERSONAL EQUIPMENT	.00	31.89	6,000.00	5,968.11	.5
22-40-28	TELEPHONE	136.64	1,943.10	2,800.00	856.90	69.4
22-40-29	POWER	20.00	241.60	2,000.00	1,758.40	12.1
22-40-30	HEATING - QUESTAR	106.53	3,476.07	2,250.00	(1,226.07)	154.5
22-40-48	OPERATIONS - I PAD VERISON BIL	.00	.00	40.00	40.00	.0
22-40-51	INSURANCE	.00	15,208.98	13,000.00	(2,208.98)	117.0
22-40-55	WORKERS COMPENSATION	.00	.00	500.00	500.00	.0
22-40-60	CHRISTMAS PARTY	.00	341.97	2,500.00	2,158.03	13.7
22-40-61	MISCELLANEOUS SUPPLIES	.00	1,337.60	1,500.00	162.40	89.2
22-40-65	BLDG RENTAL PMT	.00	23,000.00	23,000.00	.00	100.0
22-40-66	FIRE PROTECTION SYSTEM	53.50	538.50	370.00	(168.50)	145.5
22-40-67	TRAINING	.00	2,621.77	3,000.00	378.23	87.4
22-40-68	PUBLIC EDUCATION	.00	.00	500.00	500.00	.0
22-40-69	PROPERTY MAINTENANCE	.00	9,468.77	8,500.00	(968.77)	111.4
22-40-70	PROFESSIONAL SERVICES	196.92	3,022.71	2,400.00	(622.71)	126.0
22-40-71	WILD LAND FIRE EXPENSE	.00	4,370.49	.00	(4,370.49)	.0
22-40-75	BOND RESERVE PAYMENT	.00	.00	3,000.00	3,000.00	.0
22-40-76	HAZARD MATERIALS RESERVE	.00	.00	4,000.00	4,000.00	.0
	TOTAL DEPARTMENT 40	2,560.02	114,774.89	104,500.00	(10,274.89)	109.8
	TOTAL FUND EXPENDITURES	2,560.02	114,774.89	104,500.00	(10,274.89)	109.8
	NET REVENUE OVER EXPENDITURES	(1,803.64)	(72,665.60)	.00	72,665.60	.0

GUNNISON CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

SPECIAL REVENUE FUND - BMX

	ASSETS			
23-1010	CASH - ALLOCATION TO OTHER FUN		8,842.01	
	TOTAL ASSETS			8,842.01
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
23-2980	BALANCE BEGINNING OF YEAR	8,842.01		
	BALANCE - CURRENT DATE		8,842.01	
	TOTAL FUND EQUITY			8,842.01
	TOTAL LIABILITIES AND EQUITY			8,842.01

GUNNISON CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

MUNICIPAL BUILDING AUTHORITY

	ASSETS			
42-1010	CASH ALLOCATION-COMBINED FUND		18,734.23	
42-1152	CITY HALL BOND 2009A PTIF#5897		86,352.38	
42-1153	CITY HALL BOND 2010 PTIF#5898		15,591.40	
	TOTAL ASSETS			120,678.01
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
42-2980	BALANCE BEGINNING OF YEAR	114,748.82		
	REVENUE OVER EXPENDITURES - YTD	5,929.19		
	BALANCE - CURRENT DATE		120,678.01	
	TOTAL FUND EQUITY			120,678.01
	TOTAL LIABILITIES AND EQUITY			120,678.01

MUNICIPAL BUILDING AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS					
42-38-10	INTEREST EARNINGS	453.71	5,379.22	1,000.00	(4,379.22)	537.9
42-38-62	BUILD AMERICA BOND INTEREST	.00	.00	5,000.00	5,000.00	.0
42-38-80	RENTAL INCOME - CITY BUILDING	7,083.37	85,000.00	85,000.00	.00	100.0
42-38-85	RENTAL INCOME - FIRE STATION	.00	23,000.00	23,000.00	.00	100.0
	TOTAL MISCELLANEOUS	7,537.08	113,379.22	114,000.00	620.78	99.5
	TOTAL FUND REVENUE	7,537.08	113,379.22	114,000.00	620.78	99.5

MUNICIPAL BUILDING AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
42-40-90	PRINCIPAL PMT - FIRE STATION	.00	23,000.00	23,000.00	.00	100.0
42-40-91	PRINCIPAL PMTS - CITY HALL	.00	55,000.00	55,000.00	.00	100.0
42-40-92	INTEREST EXP - CITY HALL	.00	29,450.03	30,000.00	549.97	98.2
42-40-99	FUND BALANCE - CONTRIBUTION TO	.00	.00	6,000.00	6,000.00	.0
	TOTAL EXPENDITURES	.00	107,450.03	114,000.00	6,549.97	94.3
	TOTAL FUND EXPENDITURES	.00	107,450.03	114,000.00	6,549.97	94.3
	NET REVENUE OVER EXPENDITURES	7,537.08	5,929.19	.00	(5,929.19)	.0

GUNNISON CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

PRESSURIZED IRRIGATION FUND

	ASSETS			
50-1010	CASH ALLOCATION-COMBINED FUND		(343,748.88)	
50-1174	SID - PTIF 8561		215,654.12	
50-1186	WATER/PI LOAN 2023 PTIF 6297		929,323.38	
50-1311	ACCT REC - MTHLY MAINT FEE MMF		11,310.08	
50-1312	ALLOWANCE/UNCOLLECTABLE ACCTS		(600.00)	
50-1313	ACCOUNTS RECEIVABLE-SID #1		(191.59)	
50-1315	SID RECEIVABLE #2		9,968.68	
50-1510	DEFERRED OUTFLOWS (GASB 68)		4,423.00	
50-1630	WATER SHARES		370,200.00	
50-1631	WATER DISTRIBUTION SYSTEM		2,476,893.00	
50-1632	ALLOWANCE FOR PI DEPRECIATION		(1,095,011.00)	
50-1641	CONSTRUCTION IN PROGRESS		143,696.47	
50-1651	MACHINERY AND EQUIPMENT		1,680.00	
	TOTAL ASSETS			2,723,597.26
	LIABILITIES AND EQUITY			
	LIABILITIES			
50-2516	BOND PAYABLE - 2022 BWR		1,030,000.00	
50-2525	PENSION LIAB (GASB 68)		2,454.00	
50-2530	DEFERRED INFLOWS (GASB 68)		137.00	
50-2535	DEFERRED REVENUE		242,287.00	
	TOTAL LIABILITIES			1,274,878.00
	FUND EQUITY			
50-2821	CONTRIBUTIONS-SID CUSTOMERS		702,705.77	
	UNAPPROPRIATED FUND BALANCE:			
50-2980	BEGINNING OF YEAR	1,066,781.20		
	REVENUE OVER EXPENDITURES - YTD	(320,767.71)		
	BALANCE - CURRENT DATE		746,013.49	
	TOTAL FUND EQUITY			1,448,719.26
	TOTAL LIABILITIES AND EQUITY			2,723,597.26

GUNNISON CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

PRESSURIZED IRRIGATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUE					
50-37-11	SID YEARLY MAINTENANCE FEE	8,942.84	105,285.70	57,500.00	(47,785.70)	183.1
50-37-14	CONNECTION FEES	.00	6,260.00	1,000.00	(5,260.00)	626.0
50-37-15	IRRIGATION METER FEE	.00	2,870.00	50,700.00	47,830.00	5.7
	TOTAL OPERATING REVENUE	8,942.84	114,415.70	109,200.00	(5,215.70)	104.8
	MISCELLANEOUS					
50-38-10	INTEREST EARNINGS	5,240.42	67,683.12	5,660.00	(62,023.12)	1195.8
50-38-70	STATE LOAN FOR METERS	.00	.00	1,030,000.00	1,030,000.00	.0
50-38-71	STATE GRANT METERS	.00	610,758.06	2,828,000.00	2,217,241.94	21.6
50-38-80	FED ARPA GRANT FUNDS	.00	.00	212,144.00	212,144.00	.0
50-38-99	USE OF FUND BALANCE	.00	.00	22,849.00	22,849.00	.0
	TOTAL MISCELLANEOUS	5,240.42	678,441.18	4,098,653.00	3,420,211.82	16.6
	TOTAL FUND REVENUE	14,183.26	792,856.88	4,207,853.00	3,414,996.12	18.8

GUNNISON CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

PRESSURIZED IRRIGATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
50-40-11	SALARIES AND WAGES	2,824.20	33,752.93	45,000.00	11,247.07	75.0
50-40-13	EMPLOYEE BENEFITS	1,798.21	21,667.67	22,720.00	1,052.33	95.4
50-40-21	MBMBERSHIP	.00	341.67	413.00	71.33	82.7
50-40-24	OFFICE EXP, SUPPLIES & POSTAGE	10.18	1,119.59	500.00	(619.59)	223.9
50-40-25	EQUIPMENT-SUPPLIES & MAINT.	124.38	6,269.19	5,000.00	(1,269.19)	125.4
50-40-26	SHARE ASSESSMENTS	.00	14,579.50	10,500.00	(4,079.50)	138.9
50-40-27	TRAVEL/TRAINING	.00	.00	2,310.00	2,310.00	.0
50-40-29	POWER - PI	.00	.00	1,500.00	1,500.00	.0
50-40-30	PROFESSIONAL & TECH. SERVICES	147.65	5,305.41	3,650.00	(1,655.41)	145.4
50-40-51	INSURANCE	.00	328.20	600.00	271.80	54.7
50-40-74	CAPITAL OUTLAY	.00	.00	45,660.00	45,660.00	.0
50-40-75	IRRIGATION METER PROJECT	202.00	1,025,253.49	4,070,000.00	3,044,746.51	25.2
50-40-80	DEBT SERVICE-PRINCIPAL	.00	5,006.94	.00	(5,006.94)	.0
	TOTAL EXPENDITURES	5,106.62	1,113,624.59	4,207,853.00	3,094,228.41	26.5
	TOTAL FUND EXPENDITURES	5,106.62	1,113,624.59	4,207,853.00	3,094,228.41	26.5
	NET REVENUE OVER EXPENDITURES	9,076.64	(320,767.71)	.00	320,767.71	.0

WATER/SEWER FUND

ASSETS

51-1010	CASH ALLOCATION-COMBINED FUND	2,091,587.16	
51-1150	SEWER LAGOON - PTIF 8562	83,086.48	
51-1154	WATER PTIF - 5604	295,238.09	
51-1156	SEWER IMPACT FEES #5839	86,088.53	
51-1160	2012 WASTEWATER RES PTIF 8077	10,586.82	
51-1161	CASH PTIF #6161 CIB	19,475.28	
51-1165	WATER PLANT FILTER PTIF#8276	426,294.01	
51-1170	2014 BOND RESERVE #8219	90,995.52	
51-1171	2014 5% BOND RESERVE #8220	448,979.28	
51-1172	2014B BOND RESERVE #8473	141,048.57	
51-1173	GF CULINARY WATER - PTIF 8563	264,349.76	
51-1176	STORM DRAIN - 8559 PTIF	98,580.89	
51-1177	DRINKING WATER BOND -8558 PTIF	794,297.25	
51-1311	ACCOUNTS RECEIVABLE-UTIL CUST.	177,660.80	
51-1312	ALLOWANCE/UNCOLLECTIBLE ACCTS.	(8,800.00)	
51-1510	DEFERRED OUTFLOWS (GASB 68)	44,865.00	
51-1611	LAND	20,000.00	
51-1621	BUILDING	1,518,601.89	
51-1631	WATER DISTRIBUTION SYSTEM	10,046,062.93	
51-1641	SEWER LAGOONS	939,081.94	
51-1645	SEWER SYSTEM	1,821,053.62	
51-1651	MACHINERY AND EQUIPMENT	234,342.45	
51-1661	AUTOMOBILE AND TRUCKS	128,649.00	
51-1670	STORM WATER SYSTEM	751,771.29	
51-1671	CONSTRUCTION IN PROGRESS	1,972,561.72	
51-1689	ACCUMULATED DEPRECIATION	(4,172,791.68)	
	TOTAL ASSETS		18,323,666.60

LIABILITIES AND EQUITY

LIABILITIES

51-2140	ACCRUED INTEREST	100.00	
51-2240	DUE TO CRTERFIELD-SEWER CREDIT	21,500.00	
51-2505	LEASE PAYABLE - MINI EX	32,025.05	
51-2506	LEASE PAYABLE - TRUCK	52,789.10	
51-2511	2012 WASTE WATER/STORM - CIB	183,000.00	
51-2515	2022 ROAD/STORM DRAIN BOND	402,534.20	
51-2520	DRINKING WATER LOAN PROJ#3F208	2,079,000.00	
51-2522	RDA LOAN	2,758,208.37	
51-2525	PENSION LIAB (GASB 68)	24,889.00	
51-2530	DEFERRED INFLOWS (GASB 68)	1,385.00	
	TOTAL LIABILITIES		5,555,430.72

FUND EQUITY

51-2811	CONTRIBUTIONS FROM GOVERNMENT	326,931.26	

WATER/SEWER FUND

	UNAPPROPRIATED FUND BALANCE:			
51-2980	BEGINNING OF YEAR	11,955,465.91		
	REVENUE OVER EXPENDITURES - YTD	485,838.71		
	BALANCE - CURRENT DATE		12,441,304.62	
	TOTAL FUND EQUITY			12,768,235.88
	TOTAL LIABILITIES AND EQUITY			18,323,666.60

WATER/SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUE					
51-37-11	WATER SALES	74,660.22	954,603.03	855,000.00	(99,603.03)	111.7
51-37-12	INTRACITY SALES	7,500.00	90,000.00	90,000.00	.00	100.0
51-37-13	CULINARY CONNECTIONS	.00	12,799.00	5,000.00	(7,799.00)	256.0
51-37-14	SEWER CONNECTIONS	.00	1,200.00	1,200.00	.00	100.0
51-37-15	TURN-ON FEE	125.00	950.00	1,000.00	50.00	95.0
51-37-17	PENALTIES ON DELINQUENT ACCTS.	(14.19)	27,263.76	10,000.00	(17,263.76)	272.6
51-37-30	STORM DRAIN FEE	2,793.67	33,320.66	31,000.00	(2,320.66)	107.5
51-37-31	SEWER CHARGES	73,024.48	690,866.83	593,000.00	(97,866.83)	116.5
51-37-35	CUCF POWER REIMBURSEMENT	.00	.00	19,000.00	19,000.00	.0
	TOTAL OPERATING REVENUE	158,089.18	1,811,003.28	1,605,200.00	(205,803.28)	112.8
	MISCELLANEOUS					
51-38-10	INTEREST EARNINGS	12,228.18	164,853.06	12,390.00	(152,463.06)	1330.5
51-38-40	WATER IMPACT FEE	.00	15,977.09	10,000.00	(5,977.09)	159.8
51-38-45	SEWER IMPACT FEE	.00	20,248.78	10,000.00	(10,248.78)	202.5
51-38-71	INSURANCE RECOVERIES	.00	11,540.46	.00	(11,540.46)	.0
51-38-76	DFCM NEW WELL GRANT	.00	.00	325,000.00	325,000.00	.0
51-38-77	CIB NEW WELL GRANT	.00	.00	162,500.00	162,500.00	.0
51-38-80	TRANSFER IN FROM B&C-STM BOND	3,908.37	46,900.00	46,900.00	.00	100.0
51-38-90	MISCELLANEOUS	.00	509.59	.00	(509.59)	.0
51-38-92	USE OF FUND BALANCE - WATER	.00	.00	320,960.00	320,960.00	.0
	TOTAL MISCELLANEOUS	16,136.55	260,028.98	887,750.00	627,721.02	29.3
	TOTAL FUND REVENUE	174,225.73	2,071,032.26	2,492,950.00	421,917.74	83.1

WATER/SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-79-09	TRANSFER TO POOL FUND	7,451.67	289,420.00	289,420.00	.00	100.0
51-79-11	TRANSFER TO GF - WATER USAGE	7,500.00	90,000.00	90,000.00	.00	100.0
51-79-13	TRANSFER TO GF - SEWER	18,416.63	221,000.00	221,000.00	.00	100.0
	TOTAL DEPARTMENT 79	33,368.30	600,420.00	600,420.00	.00	100.0
	WATER EXPENDITURES					
51-81-11	SALARIES - PERMANENT EMPLOYEES	11,761.32	145,130.84	164,510.00	19,379.16	88.2
51-81-13	EMPLOYEE BENEFITS	8,418.15	101,064.03	105,210.00	4,145.97	96.1
51-81-21	BOOKS, SUPSCRIPT.& MEMBERSHIPS	.00	545.03	765.00	219.97	71.3
51-81-23	TRAVEL	60.00	2,872.77	5,000.00	2,127.23	57.5
51-81-24	OFFICE EXPENSE, SUPPLIES & POS	983.77	12,208.18	7,000.00	(5,208.18)	174.4
51-81-25	EQUIPMENT-SUPPLIES & MAINT.	441.09	36,495.35	55,000.00	18,504.65	66.4
51-81-28	TELEPHONE	.00	.00	1,000.00	1,000.00	.0
51-81-29	POWER	5,445.28	61,990.96	55,000.00	(6,990.96)	112.7
51-81-31	PROFESSIONAL & TECHNICAL SERV.	180.82	17,830.65	16,000.00	(1,830.65)	111.4
51-81-33	EDUCATION	.00	.00	1,200.00	1,200.00	.0
51-81-50	WATER TANK LEASE 907	.00	.00	1,250.00	1,250.00	.0
51-81-51	INSURANCE	.00	15,569.98	15,000.00	(569.98)	103.8
51-81-71	CAPITAL OUTLAY	.00	.00	354,720.00	354,720.00	.0
51-81-76	MASTER METER UPGRADE	.00	102,232.37	.00	(102,232.37)	.0
51-81-77	CAPITAL OUTLAY - WELLS	.00	5,000.00	650,000.00	645,000.00	.8
51-81-94	2014A DDW PRINCIPAL PMT	.00	95,000.00	94,000.00	(1,000.00)	101.1
51-81-95	2014B RD PRINCIPAL PMT	4,472.24	51,913.48	52,000.00	86.52	99.8
51-81-96	2014B RD INTEREST PMT	7,230.76	88,522.52	89,200.00	677.48	99.2
51-81-97	LEASE PAYMENTS	.00	24,242.02	9,300.00	(14,942.02)	260.7
	TOTAL WATER EXPENDITURES	38,993.43	760,618.18	1,676,155.00	915,536.82	45.4
	SEWER EXPENDITURES					
51-82-11	SALARIES/WAGES	3,933.89	48,618.91	48,930.00	311.09	99.4
51-82-13	EMPLOYEE BENEFITS	3,419.74	44,459.68	41,400.00	(3,059.68)	107.4
51-82-21	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	691.66	415.00	(276.66)	166.7
51-82-23	TRAVEL	.00	.00	2,310.00	2,310.00	.0
51-82-24	OFFICE EXPENSE, SUPPLIES & POS	.00	271.24	7,000.00	6,728.76	3.9
51-82-25	EQUIPMENT-SUPPLIES & MAINT.	300.00	11,640.87	20,000.00	8,359.13	58.2
51-82-29	POWER	91.32	879.83	750.00	(129.83)	117.3
51-82-31	PROFESSIONAL & TECH. SERVICES	147.65	15,536.48	7,000.00	(8,536.48)	222.0
51-82-32	LINE CLEANING	.00	.00	20,000.00	20,000.00	.0
51-82-71	CAPITAL OUTLAY	.00	.00	3,270.00	3,270.00	.0
51-82-97	LEASE PAYMENTS	.00	9,242.03	9,300.00	57.97	99.4
	TOTAL SEWER EXPENDITURES	7,892.60	131,340.70	160,375.00	29,034.30	81.9

WATER/SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STORM WATER EXPENDITURES					
51-83-61	FLOOD MITIGATION COSTS	.00	9,515.00	.00	(9,515.00)	.0
51-83-71	CAPITAL OUTLAY	.00	27,426.69	.00	(27,426.69)	.0
51-83-90	INTEREST EXPENSE	.00	4,024.98	.00	(4,024.98)	.0
51-83-91	PRINC DEBT\LEASE PMTS	.00	51,848.00	56,000.00	4,152.00	92.6
	TOTAL STORM WATER EXPENDITURES	.00	92,814.67	56,000.00	(36,814.67)	165.7
	TOTAL FUND EXPENDITURES	80,254.33	1,585,193.55	2,492,950.00	907,756.45	63.6
	NET REVENUE OVER EXPENDITURES	93,971.40	485,838.71	.00	(485,838.71)	.0

FUND 79

	ASSETS			
79-1010	CASH ALLOCATION-COMBINED FUND		5,457.50	
79-1143	CASH PTIF #3467 CEMETERY P/C		22,051.79	
	TOTAL ASSETS			27,509.29
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
79-2980	BEGINNING OF YEAR	26,345.69		
	REVENUE OVER EXPENDITURES - YTD	1,163.60		
	BALANCE - CURRENT DATE		27,509.29	
	TOTAL FUND EQUITY			27,509.29
	TOTAL LIABILITIES AND EQUITY			27,509.29

GUNNISON CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

FUND 79

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CHARGES FOR SERVICES					
79-34-82	PERPETUAL CARE RECEIPTS	.00	.00	500.00	500.00	.0
	TOTAL CHARGES FOR SERVICES	.00	.00	500.00	500.00	.0
	MISCELLANEOUS					
79-38-10	INTEREST EARNINGS	98.14	1,163.60	100.00	(1,063.60)	1163.6
	TOTAL MISCELLANEOUS	98.14	1,163.60	100.00	(1,063.60)	1163.6
	TOTAL FUND REVENUE	98.14	1,163.60	600.00	(563.60)	193.9
	NET REVENUE OVER EXPENDITURES	98.14	1,163.60	600.00	(563.60)	193.9

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as Memorandum, entered into on June 17, 2024 , by and between Gunnison City residing at 38 West Center Street, Gunnison, UT 84634 hereinafter referred to as "The City" and Beh Brothers Construction residing with PO Box 931, Monticello, Utah 84535 hereinafter referred to as "Beh Brothers" and collective known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the partnership.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth; *and*

WHEREAS, the parties recognize that the meter installation project includes construction activities using hand tools and heavy equipment in areas which may be improved with fencing, structures, landscaping and supportive irrigation systems, and other general improvements by property owners, and such improvements may be unintentionally damaged as the meter installation project continues. Such damages or similar impacts, interruptions, or disturbances to private property improvements are to be remedied in a reasonable manner to as near pre-construction conditions as possible as part of the Project; and

WHEREAS, the Parties are desirous to enter into an understanding, thus setting out a working arrangement by which the parties agree to determine responsibilities for repairing and addressing damages or impacts to property owners as part of the Project.

Now Therefore the parties do mutually understand and agree to the following:

1. The bond for the Gunnison City Secondary Irrigation Metering Project (hereafter "Project") will expire in March 2025. The Parties understand that the City will fund the new bond if the project has not been completed prior to the bond expiration and if a new bond is required in order for the project to be completed. This new bond will exclusively entail the remaining portion of the project that has not been completed at the time of the first bond expiring. The cost for the bond is unknown at this time but will likely fall within the range of $15,000 to $35,000.

2. The Parties will meet in good faith to evaluate any reported damages, including evidence of water system leaks in close proximity to areas of construction disturbance, etc. If a scenario occurs where both parties cannot reach agreement on who is responsible for remedying the reported damage or leak, Gunnison city engineering consultants shall have final say in the determination of the issue. However, it is both parties' goal to be in agreement for the remedy of the issue.

3. To understand where the Parties are liable for damages, the following procedures have been created:

   a) If damages or a leak is NOT in close proximity to where construction related activities occurred then Gunnison shall assess the situation and take care of the issue as it deems most appropriate.

b) if evidence of a leak is within a 10-foot radius of the newly installed meter (hereafter “fault zone”) and within the warranty period of the contract, then Beh Brothers, if in town, will re-excavate the site sufficiently to find the leak point. The Parties will thereafter meet at the re-excavated site in accordance with paragraph 2 above. Whichever party is determined to be at fault will repair the leak at their cost with Gunnison City paying Beh Brothers if Gunnison City is at fault.

c) If Beh Brothers is not in town when evidence of a leak is identified in a fault zone, the City will excavate the area and document its findings with on-site video and narrative. The City will, using its best judgement and in the spirit of paragraphs 2 and 4 herein, make a determination of which Party is responsible for the repairs. If Beh Brothers is determined to be responsible, then the City will repair the leak and deduct the repair from Beh Brothers compensation based on city time and materials. If the City is responsible for the repairs, then the city will remedy the situation at its own costs.

4. Under no circumstances will Beh Brothers be held liable for any leaks, damages as a result of leaks outside of the 10’ fault zone, or system leaks due to the water system being turned on and off, which are obviously not due to contractor negligence. Exceptions to this part are where damages occur due to contractor accessing, occupying, or traversing to or from the fault zone. (e.g. Contractor breaking a sprinkler head as construction equipment is being driven or walked across a lawn.)

TERMS OF UNDERSTANDING

The terms of this MOU shall be for a period of 12 months from the aforementioned effective date and maybe extended upon mutual agreement of both Parties. Amendments to this MOU may occur at any time with the written consent of both Parties.

AUTHORIZATION AND EXECUTION

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Gunnison City and Beh Brothers Construction and shall be effective as of the date first written above.

____ ____________________

(Gunnison City Signature) (Date)

____ ____________________

(Beh Brothers Signature) (Date)