

AGENDA

**Francis City Council Meeting
Thursday, May 8th, 2025, 6:00 p.m.
2317 So. Spring Hollow Rd. Francis, Utah**

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

1. Welcome, Call to Order and Pledge of Allegiance

2. Consent Agenda---Approval of Invoice Register dated May 8th, 2025, Council approval of Weller Recreation Bill of Sale, and Minutes from April 10th, 2025, minutes.

3. Public Comment

Comments will be taken on any item not scheduled for a public hearing, as well as on any other City business. Comments are limited to two minutes per speaker. The Council cannot act on items not listed on the agenda, and therefore, the Council may or may not respond to non-agenda issues brought up under Public Comment. Those wishing to comment should state their full name and address, whom they represent and the subject matter to be addressed. No person shall interrupt legislative proceedings. Total time allocated to public comments will be no more than 10 minutes.

4. Public Hearings

5. Discussion, Updates and Approval on Potential Action Items

- A. Budget**
- B. Francis Farm Septic**
- C. Fee and Rate Ordinance Change 2025-02**
- D. Foothills at Francis Gate Area of Disturbance**
- E. Circle T Development Agreement**
- F. Frontier Days**

6. Council Business

- A. Council Reports**
- B. Planner Reports**
- C. Engineer Reports**
- D. Mayor Reports**

7. (As Needed) Closed Executive Session to Discuss Pending or Reasonably Imminent Litigation, Purchase, Exchange, or Lease of Property and/or the Character, Professional Competence or Physical or Mental Health of an Individual.

8. Adjournment

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

Francis City
Operational Budget Report
 10 General - 07/01/2024 to 05/01/2025
 91.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Taxes					
3110 Property Tax Revenue	453,448.19	0.00	480,131.84	490,000.00	97.99%
3130 Sales & Used Tax Revenue	255,814.11	0.00	313,109.46	325,000.00	96.34%
3140 Energy Tax Revenue	103,879.71	0.00	85,674.63	104,000.00	82.38%
3145 Minicipal Telecommunication Tax	7,866.30	0.00	7,501.57	8,500.00	88.25%
3150 HWY/Transportation Tax (A2)	26,635.05	0.00	27,567.01	29,000.00	95.06%
Total Taxes	847,643.36	0.00	913,984.51	956,500.00	95.56%
Licenses and permits					
3210 Business Licenses	22,912.00	0.00	23,714.80	23,650.00	100.27%
3211 Gravel Pit License	50,060.00	0.00	50,060.00	50,060.00	100.00%
3221 Building Permits Application Fee & Deposit	389,310.36	2,100.00	496,012.41	475,000.00	104.42%
3221.1 Excavation Fees	0.00	0.00	875.00	875.00	100.00%
3221.2 Demolition Fees	1,025.00	0.00	275.00	275.00	100.00%
3222 Subdivision Fees	7,325.00	0.00	8,600.00	8,600.00	100.00%
3225.1 Annexation Fees	186,500.00	0.00	257,120.00	257,120.00	100.00%
3229 Other Permits & Licenses	0.00	0.00	4,300.00	4,300.00	100.00%
Total Licenses and permits	657,132.36	2,100.00	840,967.21	819,880.00	102.67%
Intergovernmental revenue					
3348 Park Grants	76,400.00	0.00	0.00	0.00	0.00%
3349 State Grant Revenue	36,105.00	0.00	0.00	0.00	0.00%
3350 RAP Tax Grant Revenue	108,055.00	0.00	60,000.00	60,000.00	100.00%
3356 B & C Road Allocation	79,596.85	0.00	91,006.18	85,000.00	107.07%
3370 Summit County TIFGP Small Cities Grants	0.00	0.00	71,614.00	71,614.00	100.00%
Total Intergovernmental revenue	300,156.85	0.00	222,620.18	216,614.00	102.77%
Charges for services					
3419 Copies, etc	21.00	0.00	145.00	75.00	193.33%
3420 Subdivision Developer Fees	2,200.00	0.00	0.00	0.00	0.00%
3473 Base Ball & Soccer Field Rental Fee Non-refundable	4,150.00	0.00	50.00	5,000.00	1.00%
3473.0 FC Park Building Deposit Non-refundable	2,350.00	0.00	4,525.00	4,525.00	100.00%
3474 Special Events Revenue	1,000.00	0.00	850.00	1,000.00	85.00%
Total Charges for services	9,721.00	0.00	5,570.00	10,600.00	52.55%
Frontier Days Revenue					
3498.3 Frontier Days---Cell Tower	14,051.40	0.00	11,647.98	15,225.00	76.51%
Total Frontier Days Revenue	14,051.40	0.00	11,647.98	15,225.00	76.51%
Interest					
3610 Interest Revenue	188,082.55	0.00	124,547.37	158,000.00	78.83%
Total Interest	188,082.55	0.00	124,547.37	158,000.00	78.83%
Miscellaneous revenue					
3645 Fire Hydrant Meter Water Usage	0.00	0.00	44.00	0.00	0.00%
3673.1 Park Impact Fee	20,102.00	0.00	24,035.00	25,000.00	96.14%
3673.2 Road Impact Fee	71,162.00	0.00	88,179.00	87,000.00	101.36%
3690 Other Revenue	11,080.56	0.00	120,437.61	120,000.00	100.36%
3695 Lease Proceeds	227,887.00	0.00	0.00	0.00	0.00%
Total Miscellaneous revenue	330,231.56	0.00	232,695.61	232,000.00	100.30%
Contributions and transfers					
3851 Transfer from Water fund	0.00	0.00	3,060.00	3,060.00	100.00%
3852 Transfer from Sewer fund	0.00	0.00	3,060.00	3,060.00	100.00%
Total Contributions and transfers	0.00	0.00	6,120.00	6,120.00	100.00%
Total Revenue:	2,347,019.08	2,100.00	2,358,142.86	2,414,930.00	97.65%
Expenditures:					
General government					
Council					
4111.100 Council salaries & wages	43,857.50	0.00	46,051.50	55,000.00	83.73%
4111.130 Council benefits	4,258.51	0.00	4,108.00	4,929.00	83.34%
4111.140 Council discretionary expenditures	3,927.62	0.00	2,736.31	7,500.00	36.48%
4111.230 Council travel, training & education	0.00	0.00	0.00	500.00	0.00%
4111.540 Council contributions	300.00	0.00	300.00	1,000.00	30.00%
Total Council	52,343.63	0.00	53,195.81	68,929.00	77.17%
Administrative					
4140.110 Admin salaries and wages	79,907.53	0.00	80,277.43	153,306.00	52.36%

Francis City
Operational Budget Report
 10 General 07/01/2024 to 05/01/2025
 91.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4140.130 Admin benefits	46,123.89	0.00	43,376.82	48,410.00	89.60%
4140.210 Admin dues and subscriptions	37,321.94	0.00	22,013.09	62,100.00	35.45%
4140.215 Admin IT Services	13,784.97	0.00	16,365.00	28,000.00	58.45%
4140.220 Admin Public Notices	1,216.34	0.00	1,133.13	2,000.00	56.66%
4140.230 Admin education, training, mileage, lodging	6,329.31	0.00	5,468.85	15,000.00	36.46%
4140.240 Admin Office Supplies	4,473.55	0.00	22,801.05	60,000.00	38.00%
4140.241 Admin Bank Charges	7,497.29	0.00	7,969.40	8,000.00	99.62%
4140.242 Admin postage and delivery	2,296.71	0.00	2,438.70	2,500.00	97.55%
4140.290 Admin Telephone Charges	9,844.78	0.00	9,870.73	15,000.00	65.80%
4140.310 Admin Accounting/Auditing Fees	7,250.00	0.00	0.00	8,500.00	0.00%
4140.312 Admin Engineering Services	84,090.40	0.00	34,126.84	130,300.00	26.19%
4140.314 Admin Attorney Fees	28,544.96	0.00	36,226.50	52,000.00	69.67%
4140.510 Admin Liability Insurance	16,204.17	0.00	0.00	19,000.00	0.00%
4140.610 Admin Miscellaneous Supplies	2,625.68	0.00	1,500.00	3,000.00	50.00%
Total Administrative	347,511.52	0.00	283,567.64	607,116.00	46.71%
Buildings and grounds					
4160.100 B&G salaries and wages	16,750.75	0.00	17,556.89	24,714.00	71.04%
4160.130 B&G benefits	7,734.83	0.00	7,362.49	16,000.00	46.02%
4160.240 B&G operating supplies/tools	5,104.67	0.00	11,659.77	15,000.00	77.73%
4160.280 B&G utilities power	5,626.41	0.00	11,542.67	8,000.00	144.28%
4160.281 B&G utilities natural gas, propane	3,983.82	0.00	2,299.25	6,500.00	35.37%
4160.480 B&G garbage service	2,666.83	0.00	3,299.20	4,060.00	81.26%
4160.740 B&G Capital Outlay - RAP/Restaurant	138,080.00	0.00	26,317.27	359,622.00	7.32%
Total Buildings and grounds	179,947.31	0.00	80,037.54	433,896.00	18.45%
Planning and zoning					
4180.110 P&Z Planner	55,024.20	0.00	55,703.10	69,180.00	80.52%
4180.130 P&Z Planning benefits	46,258.81	0.00	51,996.36	55,000.00	94.54%
4180.150 Planner education, training, mileage, lodging	887.00	0.00	682.77	2,000.00	34.14%
4180.250 P&Z materials and supplies	1,408.58	0.00	3,372.50	4,000.00	84.31%
4181.120 Planning Commission	1,950.00	0.00	3,800.00	4,000.00	95.00%
4242.310 P&Z Building Inspector	118,245.98	0.00	272,982.03	310,899.00	87.80%
Total Planning and zoning	223,774.57	0.00	388,536.76	445,079.00	87.30%
Total General government	803,577.03	0.00	806,337.65	1,555,020.00	51.79%
Highways and public improvements					
Highways					
4410.100 Street salaries and wages	16,750.75	0.00	17,556.89	24,714.00	71.04%
4410.130 Street benefits	7,734.83	0.00	7,362.49	12,000.00	61.35%
4410.230 Street education, training, lodging & mileage	3,307.93	0.00	0.00	3,500.00	0.00%
4410.250 Street maintenance and repair B & C	2,972.29	0.00	25,016.45	100,000.00	25.02%
4410.256 Street auto & truck maint/repair	36,823.65	0.00	51,806.45	65,000.00	79.70%
4410.260 Street Tools & Supplies	10,837.86	0.00	7,568.06	15,000.00	50.45%
4410.610 Streets Snow Removal	20,461.64	0.00	8,624.05	21,000.00	41.07%
4410.720 Streets capital outlay	514,544.66	0.00	0.00	0.00	0.00%
4410.810 Lease - principal	19,350.28	0.00	0.00	0.00	0.00%
Total Highways	632,773.89	0.00	117,934.39	241,214.00	48.89%
Total Highways and public Improvements	632,773.89	0.00	117,934.39	241,214.00	48.89%
Parks and public property					
Parks					
4510.100 Park salaries and wages	41,876.96	0.00	43,892.36	61,784.00	71.04%
4510.130 Park Benefits	19,337.37	0.00	18,405.94	26,000.00	70.79%
4510.250 Park maintenance and repair/tools	20,907.73	(11,257.02)	8,679.32	50,000.00	17.36%
4510.740 Park capital outlay	577,920.39	11,257.02	20,357.02	20,357.00	100.00%
4560.250 Frontier Days maintenance and repair	0.00	0.00	3,640.00	15,000.00	24.27%
Total Parks	660,042.45	0.00	94,974.64	173,141.00	54.85%
Total Parks and public property	660,042.45	0.00	94,974.64	173,141.00	54.85%
Transfers					
4825 Transfer to Frontier Days	20,000.00	0.00	20,000.00	20,000.00	100.00%
4840 Transfer to Capital Projects	0.00	0.00	0.00	425,564.00	0.00%
4851 Transfer to Water fund	3,060.00	0.00	0.00	0.00	0.00%
Total Transfers	23,060.00	0.00	20,000.00	445,564.00	4.49%
Total Expenditures:	2,119,453.37	0.00	1,038,246.68	2,414,939.00	42.99%
Total Change In Net Position	227,565.71	2,100.00	1,319,896.18	0.00	0.00%

Francis City
Operational Budget Report
 21 Frontier Days: 07/01/2024 to 05/01/2025
 91.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Intergovernmental revenue					
3500 Grant Restaurant Tax	67,400.00	0.00	0.00	0.00	0.00%
Total Intergovernmental revenue	<u>67,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Frontier Days Revenue					
3350 Seed Money	4,912.00	0.00	5,143.00	5,000.00	102.86%
3400 Advertising, Programs, misc. supplies	0.00	0.00	1,331.25	15,000.00	8.88%
3410 Sponsors	33,700.00	0.00	25,200.00	28,000.00	90.00%
3412 Queen Sponsorships	0.00	0.00	1,500.00	0.00	0.00%
3415 Rodeo Payback Mascaros	785.00	0.00	825.00	800.00	103.13%
3420 Vender Booths	585.00	0.00	825.00	400.00	206.25%
3430 Ticket Sales	6,740.00	0.00	17,209.00	15,000.00	114.73%
3435 Horse Clinic	1,240.00	0.00	2,506.25	1,250.00	200.50%
3445 Horse Games	95.00	0.00	421.00	95.00	443.16%
3446 Jr. Rodeo/Kids Activities	0.00	0.00	0.00	90.00	0.00%
3460 Concessions	20,414.97	0.00	18,859.25	19,000.00	99.26%
3490 Hometown Competition Entries	0.00	0.00	60.00	0.00	0.00%
Total Frontier Days Revenue	<u>68,471.97</u>	<u>0.00</u>	<u>73,879.75</u>	<u>84,635.00</u>	<u>87.29%</u>
Miscellaneous revenue					
3810 Transfer from General Fund	20,000.00	0.00	20,000.00	20,000.00	100.00%
Total Miscellaneous revenue	<u>20,000.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>20,000.00</u>	<u>100.00%</u>
Total Revenue:	<u>155,871.97</u>	<u>0.00</u>	<u>93,879.75</u>	<u>104,635.00</u>	<u>89.72%</u>
Expenditures:					
Frontier Days Expense					
4500 Seed Money	5,350.00	0.00	5,350.00	5,500.00	97.27%
4502 Advertising, Programs, misc. supplies	2,416.54	0.00	10,236.24	3,000.00	341.21%
4505 Ticket Expenses	85.00	0.00	0.00	175.00	0.00%
4508 Horse Clinic Expenses	5,292.48	0.00	0.00	5,500.00	0.00%
4510 Fireworks Expense/Skydiving Expenses	0.00	0.00	0.00	2,100.00	0.00%
4515.1 Concession food & supplies	11,698.22	0.00	10,215.53	16,000.00	63.85%
4525 Rodeo contract, expenses & added money	19,798.46	0.00	19,411.05	25,000.00	77.64%
4525.2 Ambulance	1,830.00	0.00	2,700.00	2,500.00	108.00%
4526.2 Horse Games	254.38	0.00	333.23	250.00	133.29%
4526.3 Jr. Rodeo/Kids Activities	1,615.22	0.00	0.00	1,700.00	0.00%
4545 Sponser Expenses	1,014.32	0.00	371.89	1,500.00	24.79%
4550 Queens Contest expenses	2,258.00	0.00	2,422.20	1,500.00	161.48%
4560.3 Entertainment	8,320.00	0.00	9,712.34	8,500.00	114.26%
4565 Hay Expense	300.00	0.00	0.00	300.00	0.00%
4566 Dumpsters expenses	805.55	0.00	847.69	1,200.00	70.64%
4567 Insurance expenses	0.00	0.00	0.00	1,000.00	0.00%
4568 Porta-Potties expenses	1,473.00	0.00	1,473.00	1,700.00	86.65%
4569 Sound system expenses	3,900.00	0.00	4,000.00	4,500.00	88.89%
4595 Sales Tax Expenses	0.00	0.00	0.00	3,000.00	0.00%
Total Frontier Days Expense	<u>66,411.17</u>	<u>0.00</u>	<u>67,073.17</u>	<u>84,925.00</u>	<u>78.98%</u>
Transfers					
4890 Budgeted increase in fund balance	0.00	0.00	0.00	19,710.00	0.00%
Total Transfers	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,710.00</u>	<u>0.00%</u>
Total Expenditures:	<u>66,411.17</u>	<u>0.00</u>	<u>67,073.17</u>	<u>104,635.00</u>	<u>64.10%</u>
Total Change In Net Position	<u>89,460.80</u>	<u>0.00</u>	<u>26,806.58</u>	<u>0.00</u>	<u>0.00%</u>

Francis City
Operational Budget Report
51 Water Utility: 07/01/2024 to 05/01/2025
91.67% of the fiscal year has expired.

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Income or Expense					
Income From Operations:					
Operating Income					
Water Operations					
5111 Water revenue	290,928.88	(1,903.43)	317,101.87	318,559.00	99.54%
5121 Service charges / late fees	0.00	0.00	0.00	100.00	0.00%
5122 Fire Hydrant Meter Water Usage	0.00	0.00	1,540.98	1,541.00	100.00%
5131.1 Water Hookup Fee	24,563.00	0.00	28,500.00	30,000.00	95.00%
5131.5 Water Meter Fee	0.00	0.00	8,484.00	8,080.00	105.00%
5148 Water adminstartion - woodland hills	9,259.24	0.00	7,924.94	12,000.00	66.04%
5149 Other water income/Reconnect Fees	350.00	0.00	575.00	575.00	100.00%
Total Water Operations	325,100.92	(1,903.43)	364,126.79	370,855.00	98.19%
Total Operating income	325,100.92	(1,903.43)	364,126.79	370,855.00	98.19%
Operating expense					
Water Operations					
6110 Water wages & salaries	128,172.98	0.00	109,741.99	139,000.00	78.95%
6130 Water benefits	57,782.47	0.00	44,166.66	63,000.00	70.11%
6210 Water dues, subs, memberships	707.30	0.00	1,763.00	3,000.00	58.77%
6230 Water meetings, training, travel, meals, lodging	1,603.67	0.00	3,346.48	6,000.00	55.77%
6240 Water office supplies	434.39	0.00	841.85	900.00	93.54%
6241 Water Postage and shipping	1,383.51	0.00	2,422.80	2,600.00	93.18%
6255 Water vehicle equip expense/tools	9,402.94	0.00	10,963.68	15,000.00	73.09%
6280 Water power, phone, gas	11,206.82	0.00	15,907.49	18,000.00	88.37%
6311 Water legal fees	0.00	0.00	0.00	200.00	0.00%
6313 Water engineering	13,876.00	0.00	15,460.00	20,000.00	77.30%
6319 Water Blue stakes	0.00	0.00	0.00	1,000.00	0.00%
6410 Water assessments	10,931.70	0.00	1,200.00	35,000.00	3.43%
6411 Water Woodland Hills Assessments	33,802.38	0.00	11,150.96	35,000.00	31.86%
6420 Water samples/testing	1,530.00	0.00	2,090.00	2,500.00	83.60%
6450 Water system materials/supplies	123,420.63	0.00	238,716.60	250,000.00	95.49%
6690 Water depreciation expense	111,923.07	0.00	0.00	123,000.00	0.00%
Total Water Operations	506,177.86	0.00	457,771.51	714,200.00	64.10%
Total Operating expense	506,177.86	0.00	457,771.51	714,200.00	64.10%
Total Income From Operations:	(181,076.94)	(1,903.43)	(93,644.72)	(343,345.00)	27.27%
Non-Operating Items:					
Non-operating income					
Water Operations					
5151.1 Water Grant CDBG	275,071.00	0.00	0.00	0.00	0.00%
5152.1 Water Impact Fee	244,823.00	0.00	302,122.00	300,000.00	100.71%
5160 Water interest income	14,934.67	0.00	10,522.81	14,000.00	75.16%
5190 Contributions from developers	0.00	0.00	3,107.65	0.00	0.00%
5810 Transfer from General fund	3,060.00	0.00	(3,060.00)	0.00	0.00%
Total Water Operations	537,888.67	0.00	312,692.46	314,000.00	99.58%
Total Non-operating income	537,888.67	0.00	312,692.46	314,000.00	99.58%
Non-operating expense					
6820 Water Interest expense	15.99	0.00	0.00	0.00	0.00%
6830 Transfer to General fund	0.00	0.00	0.00	3,060.00	0.00%
Total Non-operating expense	15.99	0.00	0.00	3,060.00	0.00%
Total Non-Operating Items:	537,872.68	0.00	312,692.46	310,940.00	100.56%
Total Income or Expense	356,795.74	(1,903.43)	219,047.74	(32,405.00)	-675.97%

Francis City
Operational Budget Report
 52 Sewer Utility - 07/01/2024 to 05/01/2025
 91.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Income or Expense					
Income From Operations:					
Operating income					
Sewer Operations					
5121 Service charges/late fees	878.50	0.00	994.45	1,000.00	99.45%
5201 Sewer service fees	421,120.72	0.00	414,987.03	460,000.00	90.21%
5232 Sewer Hook-up Fee	2,350.00	0.00	13,300.00	14,000.00	95.00%
5241 Sewer pasture rental	9,830.00	0.00	0.00	10,000.00	0.00%
Total Sewer Operations	434,179.22	0.00	429,281.48	485,000.00	88.51%
Total Operating income	434,179.22	0.00	429,281.48	485,000.00	88.51%
Operating expense					
Sewer Operations					
7110 Sewer wages and salaries	712.00	0.00	27,435.60	68,071.00	40.30%
7130 Sewer benefits	0.00	0.00	11,041.60	24,000.00	46.01%
7232 Sewer travel, meals, lodging, training	0.00	0.00	0.00	1,200.00	0.00%
7240 Sewer Office supplies & postage	1,280.47	0.00	460.48	1,500.00	30.70%
7255 Sewer vehicle equip expense	9,104.04	0.00	9,087.45	12,500.00	72.70%
7280 Sewer power, telephone, gas	38,500.54	0.00	88,102.57	100,000.00	88.10%
7313 Sewer engineering	12,896.60	0.00	14,673.00	20,000.00	73.37%
7420 Sewer samples/testing	0.00	0.00	0.00	1,000.00	0.00%
7450 Sewer system materials/supplies/tools	34,845.75	0.00	427,976.95	447,977.00	95.54%
7690 Sewer depreciation expense	215,736.72	0.00	0.00	236,000.00	0.00%
Total Sewer Operations	313,076.12	0.00	578,777.65	912,248.00	63.45%
Total Operating expense	313,076.12	0.00	578,777.65	912,248.00	63.45%
Total Income From Operations:	121,103.10	0.00	(149,496.17)	(427,248.00)	34.99%
Non-Operating Items:					
Non-operating income					
Sewer Operations					
5252.1 Sewer Impact Fee	104,481.00	0.00	128,934.00	130,000.00	99.18%
5260 Sewer interest income	25,631.28	0.00	19,966.81	25,000.00	79.87%
Total Sewer Operations	130,112.28	0.00	148,900.81	155,000.00	96.07%
Total Non-operating income	130,112.28	0.00	148,900.81	155,000.00	96.07%
Non-operating expense					
7840 Transfer to General fund	0.00	0.00	3,060.00	3,060.00	100.00%
Total Non-operating expense	0.00	0.00	3,060.00	3,060.00	100.00%
Total Non-Operating Items:	130,112.28	0.00	145,840.81	151,940.00	95.99%
Total Income or Expense	251,215.38	0.00	(3,655.36)	(275,308.00)	1.33%

Francis City
Budgeting Worksheet
 10 General 07/01/2024 to 06/01/2025
 91.87% of the fiscal year has expired

Amended Budget

	2022 Actual	2023 Actual	2024 Actual	2024 Budget	2025 Actual	Original Budget	Revised Budget	Worksheet Notes
Change in Net Position								
Revenue:								
Taxes								
3110 Property Tax Revenue	377,462	354,693	467,779	460,000	480,132	475,000	490,000	
3130 Sales & Used Tax Revenue	302,228	285,297	366,278	305,000	313,109	325,000	325,000	
3140 Energy Tax Revenue	76,939	82,854	111,600	104,000	85,675	104,000	104,000	
3145 Municipal Telecommunication Tax	9,678	7,861	8,275	8,000	7,502	8,500	8,500	
3150 HWY/Transportation Tax (A2)	27,964	27,912	32,412	29,000	27,567	29,000	29,000	
Total Taxes	794,272	758,616	986,345	906,000	913,985	941,500	966,500	
Licenses and permits								
3210 Business Licenses	11,136	31,384	23,152	22,467	23,715	23,000	23,650	
3211 Gravel Pit License	50,000	50,060	50,060	50,000	50,060	50,000	50,060	
3221 Building Permits Application Fee & Deposit	142,593	301,818	453,578	400,000	496,012	400,000	475,000	
3221.1 Excavation Fees	0	0	1,500	0	875	0	875	
3221.2 Demolition Fees	0	250	1,025	750	275	1,000	275	
3222 Subdivision Fees	81,519	22,761	7,425	8,100	8,600	8,100	8,600	
3225.1 Annexation Fees	0	0	186,500	186,500	257,120	0	257,120	
3229 Other Permits & Licenses	53,658	17,014	0	0	4,300	0	4,300	
Total Licenses and permits	338,905	423,287	725,740	667,817	840,957	482,100	819,880	
Intergovernmental revenue								
3348 Park Grants	0	0	76,400	0	0	76,400	0	
3349 State Grant Revenue	0	20,500	36,105	36,105	0	0	60,000	
3350 RAP Tax Grant Revenue	0	754,000	108,055	108,055	60,000	0	0	
3351 Restaurant Tax Grant Revenue	0	15,000	0	0	0	0	0	
3352 Rocky Mountain Power Grant	5,000	0	0	0	91,006	85,000	85,000	
3355 B & C Road Allocation	120,951	277,803	97,618	75,000	71,614	0	71,614	
3370 Summit County TIFGP Small Cities Grants	0	0	0	0	0	0	0	
3371 Summit County Road Grant	26,861	0	0	72,000	0	0	0	
3372 UDOT TAP Grant	0	0	0	291,160	0	161,400	216,614	
Total Intergovernmental revenue	152,832	1,067,303	318,178	291,160	222,620	161,400	216,614	
Charges for services								
3419 Copies, etc	758	0	86	50	145	100	75	
3420 Subdivision Developor Fees	200	0	2,200	2,200	0	1,000	0	
3473 Base Ball & Soccer Field Rental Fee Non-refundab	6,450	8,350	4,200	5,000	50	5,000	5,000	
3473.0 FC Park Building Deposit Non-refundable	0	0	2,750	1,750	4,525	1,000	4,525	
3474 Special Events Revenue	100	350	1,000	1,000	850	1,000	1,000	
Total Charges for services	7,508	8,700	10,236	10,000	5,570	8,100	10,600	
Frontier Days Revenue								
3498.3 Frontier Days--Cell Tower	2,500	13,863	15,339	15,000	11,648	15,225	15,225	
Total Frontier Days Revenue	2,500	13,863	15,339	15,000	11,648	15,225	15,225	
Interest								
3610 Interest Revenue	19,358	198,610	202,875	160,000	124,547	158,000	158,000	
Total Interest	19,358	198,610	202,875	160,000	124,547	158,000	158,000	
Miscellaneous revenue								

Amended Budget

	2022 Actual	2023 Actual	2024 Actual	2024 Budget	2025 Actual	Original Budget	Revised Budget	Worksheet Notes
3376 ARAP	93,142	93,142	0	0	0	0	0	
3645 Fire Hydrant Meter Water Usage	0	146	0	0	44	0	0	
3673.1 Park Impact Fee	17,019	8,303	22,287	17,500	24,035	19,665	25,000	
3673.2 Road Impact Fee	65,593	31,377	78,897	62,000	88,179	69,615	87,000	
3690 Other Revenue	8,492	14,696	11,089	10,167	120,436	10,000	120,000	
3690.1 Francis Pasture Lease	0	0	0	0	0	15,000	0	
3695 Lease Proceeds	0	0	227,887	0	0	0	0	
Total Miscellaneous revenue	184,245	147,664	340,160	89,667	232,696	114,280	232,000	
Contributions and transfers								
3851 Transfer from Water fund	5,319	0	0	3,060	3,060	3,060	3,060	
3852 Transfer from Sewer fund	5,319	0	0	3,060	3,060	3,060	3,060	
3890 Beg Fund Bal to be Appropriated	0	0	0	5,415	0	0	0	
Total Contributions and transfers	10,638	0	0	11,535	6,120	6,120	6,120	
Total Revenue:	1,510,258	2,618,042	2,598,873	2,151,179	2,358,143	1,886,725	2,414,939	
Expenditures:								
General government								
Council								
4111.100 Council salaries & wages	20,162	22,185	53,080	50,000	46,052	50,769	55,000	
4111.130 Council benefits	1,715	1,897	4,669	4,637	4,108	4,929	4,929	
4111.140 Council discretionary expenditures	13,751	5,533	3,928	4,000	2,736	7,500	7,500	
4111.230 Council travel, training & education	0	0	0	500	0	500	500	
4111.540 Council contributions	0	300	300	1,000	300	1,000	1,000	
Total Council	35,628	29,916	61,977	60,137	53,196	64,698	68,929	
Administrative								
4140.110 Admin salaries and wages	67,288	82,339	86,521	89,914	80,277	153,306	153,306	
4140.130 Admin benefits	80,204	56,585	54,425	46,137	43,377	48,410	48,410	
4140.210 Admin dues and subscriptions	34,419	29,439	45,023	55,000	22,013	62,100	62,100	
4140.220 Admin Public Notices	0	0	16,473	0	16,365	28,000	28,000	
4140.230 Admin education, training, mileage, lodging	2,460	438	1,300	1,500	1,133	15,000	15,000	
4140.240 Admin Office Supplies	5,286	5,541	6,709	7,000	5,469	15,000	15,000	
4140.242 Admin Bank Charges	7,939	8,375	5,769	6,000	7,969	8,000	8,000	
4140.242 Admin postage and delivery	7,685	18,585	2,297	3,000	2,439	12,500	15,000	
4140.290 Admin Telephone Charges	9,908	11,008	10,600	8,000	9,871	8,500	8,500	
4140.290 Admin Accounting/Auditing Fees	6,250	6,750	7,250	100,000	34,127	130,300	130,300	
4140.312 Admin Engineering Services	72,854	30,144	101,064	52,000	36,227	62,000	62,000	
4140.314 Admin Attorney Fees	24,244	62,550	29,682	19,000	0	19,000	19,000	
4140.510 Admin Liability Insurance	0	15,995	16,204	2,500	1,500	3,000	3,000	
4140.610 Admin Miscellaneous Supplies	21,607	858	2,626	0	0	0	0	
4140.720 Admin capital outlay	0	195,325	0	0	0	4,500	0	
4170.610 Elections	0	0	0	0	0	609,116	607,116	
Total Administrative	343,051	625,352	394,123	409,551	283,568	609,116	607,116	
Buildings and grounds								
4160.100 B&G salaries and wages	12,237	15,922	18,289	21,000	17,557	24,714	24,714	
4160.130 B&G benefits	16,603	7,137	10,969	7,966	7,362	16,000	16,000	

	2022 Actual	2023 Actual	2024 Actual	2024 Budget	2025 Actual	Original Budget	Revised Budget	Worksheet Notes
4160.240 B&G operating supplies/tools	7,531	7,782	5,486	10,000	11,660	8,000	15,000	
4160.280 B&G utilities power	5,309	10,822	6,077	10,200	11,543	8,000	8,000	
4160.281 B&G utilities natural gas, propane	3,992	5,701	4,209	6,800	2,299	6,500	6,500	
4160.480 B&G garbage service	2,526	3,332	3,332	3,000	3,299	4,020	4,060	
4160.740 B&G Capital Outlay - RAP/Restaurant	4,560	43,237	138,080	188,000	26,317	451,501	359,622	
4820 CARES Act	(2,052)	0	0	0	0	0	0	
4822 ARAP	36,080	0	0	0	80,036	618,735	433,896	
Total Buildings and grounds	86,686	93,933	186,442	246,966				
Planning and zoning								
4180.110 P&Z Planner	46,210	57,786	59,452	62,900	55,703	69,180	69,180	
4180.130 P&Z Planning benefits	22,868	62,824	51,039	48,000	51,996	50,000	55,000	
4180.150 Planner education, training, mileage, lodging	1,214	930	887	1,000	683	2,000	2,000	
4180.250 P&Z materials and supplies	1,941	1,139	1,409	1,500	3,373	1,500	4,000	
4180.120 Planning Commission	0	750	2,060	2,400	3,800	4,000	4,000	
4181.120 Building Inspector	81,120	143,903	137,640	140,000	272,982	145,000	310,899	
4242.310 P&Z Building Inspector	153,354	267,331	252,476	255,800	388,537	271,680	445,079	
Total Planning and zoning	618,719	916,532	895,019	972,454	805,338	1,464,229	1,555,020	
Total General government								
Highways and public improvements								
Highways								
4410.100 Street salaries and wages	12,237	15,922	18,289	23,000	17,557	24,714	24,714	
4410.130 Street benefits	9,082	9,508	9,259	9,000	7,362	12,000	12,000	
4410.130 Street education, training, lodging & mileage	273	317	3,308	3,400	0	3,500	3,500	
4410.230 Street maintenance and repair B & C	108,969	172,337	2,972	100,000	25,016	100,000	100,000	
4410.251 Street County grant expenditures	26,881	0	0	0	0	0	0	
4410.251 Street County grant expenditures	16,907	43,659	39,137	375,000	51,806	65,000	65,000	
4410.256 Street auto & truck maint/repair	6,288	17,568	11,038	15,000	7,568	15,000	15,000	
4410.260 Street Tools & Supplies	12,077	31,314	20,452	21,000	8,624	21,000	21,000	
4410.610 Streets Snow Removal	0	0	514,545	0	0	0	0	
4410.720 Streets capital outlay	12,515	0	14,314	0	0	0	0	
4410.810 Lease - principal	3,466	0	0	0	0	0	0	
4410.820 Lease - interest	208,693	290,626	633,314	546,400	117,934	241,214	241,214	
Total Highways	208,693	290,626	633,314	546,400	117,934	241,214	241,214	
Total Highways and public improvements								
Parks and public property								
Parks								
4510.100 Park salaries and wages	30,592	39,806	45,723	50,000	43,892	61,784	61,784	
4510.130 Park Benefits	22,705	23,769	23,147	20,000	18,406	25,000	25,000	
4510.130 Park maintenance and repair/tools	16,276	15,298	30,898	210,000	8,679	0	0	
4510.740 Park capital outlay	0	50,611	611,510	40,000	20,357	15,000	20,357	
4560.250 Frontier Days maintenance and repair	200	0	0	40,000	3,640	15,000	15,000	
Total Parks	69,773	129,484	711,279	921,261	94,975	127,784	173,141	
Total Parks and public property								
Transfers								
4825 Transfer to Frontier Days	0	15,000	20,000	20,000	20,000	20,000	20,000	
4840 Transfer to Capital Projects	200,000	1,376,255	300,000	289,265	0	17,498	425,564	

Francis City
Budgeting Worksheet
 10 General - 07/01/2024 to 06/01/2025
 916.7% of the fiscal year has expired

Amended Budget

	2022 Actual	2023 Actual	2024 Actual	2024 Budget	2025 Actual	Original Budget	Revised Budget	Worksheet Notes
4851 Transfer to Water fund	0	0	3,060	3,060	0	0	0	
Total Transfers	200,000	1,391,255	323,060	312,325	20,000	37,498	445,564	
Total Expenditures:	1,097,185	2,727,897	2,562,672	2,752,440	1,038,247	1,870,725	2,414,939	
Total Change in Net Position	413,073	(109,854)	36,202	(601,261)	1,319,896	16,000	0	

Francis City

Budgeting Worksheet

21 Frontier Days - 07/01/2024 to 05/01/2025
91.67% of the fiscal year has expired

Amended Budget

	2022 Actual	2023 Actual	2024 Actual	2024 Budget	2025 Actual	Original Budget	Revised Budget	Worksheet Notes
Change in Net Position								
Revenue:								
Intergovernmental revenue	0	0	67,400	0	0	0	0	
3500 Grant Restaurant Tax	0	0	67,400	0	0	0	0	
Total Intergovernmental revenue								
Frontier Days Revenue								
3350 Seed Money	6,614	6,584	4,912	6,700	5,143	5,000	5,000	
3400 Advertising, Programs, misc. supplies	0	3,576	0	15,000	1,331	15,000	15,000	
3410 Sponsors	36,850	30,773	34,200	27,570	25,200	28,000	28,000	
3412 Queen Sponsorships	0	1,290	0	0	1,500	0	0	
3415 Rodeo Payback Mascaros	780	800	785	950	825	800	800	
3420 Vender Booths	280	20	585	280	825	400	400	
3430 Ticket Sales	14,940	19,777	6,740	19,000	17,209	15,000	15,000	
3435 Horse Clinic	0	541	1,240	550	2,506	1,250	1,250	
3445 Horse Games	0	120	95	60	421	95	95	
3446 Jr. Rodeo/Kids Activities	90	0	0	90	0	90	90	
3460 Concessions	16,224	18,841	20,415	16,500	18,859	19,000	19,000	
3490 Hometown Competition Entries	140	0	0	0	60	0	0	
Total Frontier Days Revenue	75,978	82,322	68,972	86,700	73,880	84,635	84,635	
Miscellaneous revenue								
3810 Transfer from General Fund	0	15,000	20,000	20,000	20,000	20,000	20,000	
Total Miscellaneous revenue	0	15,000	20,000	20,000	20,000	20,000	20,000	
Total Revenue:	75,978	97,322	156,372	106,700	93,880	104,635	104,635	
Expenditures:								
Frontier Days Expense								
4500 Seed Money	7,100	7,100	5,350	6,900	5,350	5,500	5,500	
4502 Advertising, Programs, misc. supplies	4,263	31,298	2,417	20,000	10,236	3,000	3,000	
4505 Ticket Expenses	2,930	165	85	250	0	175	175	
4508 Horse Clinic Expenses	0	0	5,292	0	0	2,100	2,100	
4510 Fireworks Expense/Skydiving Expenses	1,800	1,900	0	17,000	10,216	16,000	16,000	
4515.1 Concession food & supplies	8,677	16,946	11,698	17,700	19,411	25,000	25,000	
4525 Rodeo contract, expenses & added money	17,202	16,372	19,798	17,700	2,700	2,500	2,500	
4525.2 Ambulance	2,055	1,730	1,830	2,000	333	250	250	
4526.2 Horse Games	147	0	254	0	0	1,700	1,700	
4526.3 Jr. Rodeo/Kids Activities	645	900	1,615	900	0	0	0	
4530 Vendor Booths - expenses	312	0	0	0	0	0	0	
4531.1 Hometown Competition Payouls	140	0	0	600	372	1,500	1,500	
4545 Sponser Expenses	824	293	1,014	1,500	2,422	1,500	1,500	
4550 Queens Contest expenses	1,910	3,679	2,776	7,500	9,712	8,500	8,500	
4560.3 Entertainment	3,440	7,500	8,320	300	0	300	300	
4565 Hay Expense	0	0	300	950	848	1,200	1,200	
4566 Durmpsters expenses	923	0	806	0	0	1,000	1,000	
4567 Insurance expenses	0	0	0	1,000	0	1,700	1,700	
4568 Porta-Potties expenses	777	1,444	1,473	1,800	1,473	1,700	1,700	
4569 Sound system expenses	3,000	3,700	3,900	3,800	4,000	4,500	4,500	

Francis City

Budgeting Worksheet

21 Frontier Days - 07/01/2024 to 06/01/2025

91.67% of the fiscal year has expired

Amended Budget

	2022	2023	2024	2024	2025	Original	Revised	Worksheet
	Actual	Actual	Actual	Budget	Actual	Budget	Budget	Notes
4595 Sales Tax Expenses	0	2,800	0	3,000	0	3,000	3,000	
Total Frontier Days Expense	56,145	96,129	66,928	86,700	67,073	84,925	84,925	
Transfers	0	0	0	20,000	0	19,710	19,710	
4890 Budgeted increase in fund balance	0	0	0	20,000	0	19,710	19,710	
Total Transfers	56,145	96,129	66,928	106,700	67,073	104,635	104,635	
Total Expenditures:	19,833	1,194	89,443	0	26,807	0	0	
Total Change In Net Position								

	2022 Actual	2023 Actual	2024 Actual	2024 Budget	2025 Actual	Original Budget	Revised Budget	Worksheet Notes
Change in Net Position								
Revenue:								
Licenses and permits	1,188,000	1,081,000	0	0	0	0	0	
3225 Annexation Fees	1,188,000	1,081,000	0	0	0	0	35,587	
Total Licenses and permits								
Miscellaneous revenue	8,710	79,089	115,392	2,600	35,587	0	35,587	
3610 Interest revenue	8,710	79,089	115,392	2,600	35,587	0	35,587	
Total Miscellaneous revenue								
Contributions and transfers	200,000	1,376,255	300,000	0	0	17,498	450,564	
3810 Transfer from general fund	0	0	0	1,997,400	0	0	0	
3890 Fund Balance Appropriation	200,000	1,376,255	300,000	1,997,400	0	17,498	450,564	
Total Contributions and transfers								
Total Revenue:	1,396,710	2,536,354	415,392	2,000,000	35,587	17,498	488,151	
Expenditures:								
General government	0	51,194	1,425,006	2,000,000	1,691,767	0	1,691,767	
Administrative	0	20,283	40,286	0	9,500	0	20,757	
4140 720 Office Building	0	71,477	1,465,292	2,000,000	1,701,267	0	1,712,524	
4140 760 Parks	0	71,477	1,465,292	2,000,000	1,701,267	0	1,712,524	
Total Administrative								
Total General government	0	0	0	0	0	17,498	450,564	
Transfers	0	0	0	0	0	17,498	2,163,088	
4890 Budgeted increase in fund balance	0	71,477	1,465,292	2,000,000	1,701,267	0	2,163,088	
Total Transfers								
Total Expenditures:	1,396,710	2,464,877	(1,049,898)	0	(1,665,681)	0	(1,676,937)	
Total Change in Net Position								

Income or Expense
Income From Operations:

	2022 Actual	2023 Actual	2024 Actual	2024 Budget	2025 Actual	Original Budget	Revised Budget	Worksheet Notes
Operating Income								
Water Operations								
5111 Water revenue	279,985	351,390	337,379	305,000	317,102	305,000	318,559	
5121 Service charges / late fees	0	0	0	100	0	100	100	
5122 Fire Hydrant Meter Water Usage	0	0	0	0	1,541	0	1,541	
5131.1 Water Hookup Fee	19,000	12,000	27,063	21,700	28,500	30,000	30,000	
5131.5 Water Meter Fee	0	0	0	0	8,484	0	8,080	
5148 Water administration - woodland hills	15,309	9,971	11,366	9,500	7,925	12,000	12,000	
5149 Other water income/Reconnect Fees	2,232	75	350	250	575	500	575	
Total Water Operations	316,526	373,436	376,158	336,550	364,127	347,500	370,855	
Total Operating Income	316,526	373,436	376,158	336,550	364,127	347,500	370,855	

Operating expense

Water Operations	75,193	107,116	144,720	134,000	109,742	136,000	139,000	
6110 Water wages & salaries	43,621	57,961	67,064	60,000	44,167	61,000	63,000	
6130 Water benefits	1,000	4,073	707	1,500	1,763	3,000	3,000	
6210 Water dues, subs, memberships	1,348	2,520	1,604	2,000	3,346	6,000	6,000	
6230 Water meetings, training, travel, meals, lodging	0	0	434	0	842	600	900	
6240 Water office supplies	0	3,830	1,630	2,000	2,423	2,000	2,600	
6241 Water Postage and shipping	1,661	10,608	9,846	15,000	10,964	15,000	15,000	
6255 Water vehicle equip expense/tools	2,660	12,194	12,375	8,400	15,907	11,000	18,000	
6280 Water power, phone, gas	7,728	189	0	200	0	200	200	
6311 Water legal fees	0	12,660	16,476	11,000	15,460	15,000	20,000	
6313 Water engineering	0	0	0	1,000	0	1,000	1,000	
6319 Water Blue stakes	32,562	24,124	25,020	40,000	1,200	35,000	35,000	
6410 Water assessments	21,938	23,106	36,402	35,000	11,151	1,700	2,500	
6411 Water Woodland Hills Assessments	1,247	983	1,899	1,500	2,090	60,000	250,000	
6420 Water samples/testing	57,481	77,206	167,368	1,011,517	238,717	125,000	123,000	
6450 Water system materials/supplies	121,902	123,140	122,134	115,000	0	607,500	714,200	
6890 Water depreciation expense	377,521	459,708	607,709	1,438,117	457,772	507,500	714,200	
Total Water Operations	377,521	459,708	607,709	1,438,117	457,772	507,500	714,200	
Total Operating expense	(60,995)	(86,272)	(231,562)	(1,101,567)	(93,645)	(159,900)	(343,345)	

Total Income From Operations:

Non-Operating Items:

Water Operations	0	0	275,071	275,071	0	0	0	
5151.1 Water Grant CDBG	195,905	125,016	270,868	214,000	302,122	275,000	300,000	
5152.1 Water Impact Fee	225	4,223	16,179	14,000	10,523	14,000	14,000	
5160 Water interest income	66,000	0	47,800	0	3,108	0	0	
5190 Contributions from developers	0	0	3,060	0	(3,060)	0	0	
5810 Transfer from General fund	262,130	129,239	612,978	503,071	312,692	289,000	314,000	
Total Water Operations	262,130	129,239	612,978	503,071	312,692	289,000	314,000	
Total Non-operating income	262,130	129,239	612,978	503,071	312,692	289,000	314,000	

Francis City
 Budgeting Worksheet
 61 Water Utility - 07/01/2024 to 06/30/2025
 91.67% of the fiscal year has expired

Amended Budget

	2022	2023	2024	2024	2025	Original	Revised	Worksheet
	Actual	Actual	Actual	Budget	Actual	Budget	Budget	Notes
Non-operating expense								
6820 Water interest expense	6,410	190	16	0	0	0	0	
6830 Transfer to General fund	5,319	0	0	0	0	3,060	3,060	
	11,729	190	16	0	0	3,060	3,060	
Total Non-Operating Items:	250,400	129,049	612,962	503,071	312,692	285,940	310,940	
Total Income or Expense	189,405	42,777	381,410	(598,496)	219,048	126,040	(32,405)	

Francis City
Budgeting Worksheet
52 Sewer Utility - 07/01/2024 to 06/30/2025
91.67% of the fiscal year has expired

Amended Budget

	2022 Actual	2023 Actual	2024 Actual	2024 Budget	2025 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating Income								
Sewer Operations								
5121 Services charges/late fees	467	(53)	970	900	994	900	1,000	
5201 Sewer service fees	408,789	432,098	460,593	385,000	414,987	425,000	460,000	
5232 Sewer Hook-up Fee	1,850	1,000	2,600	2,500	13,300	2,800	14,000	
5241 Sewer pasture rental	0	0	9,830	9,830	0	10,000	10,000	
5249 Other sewer income	0	250	0	0	0	0	0	
Total Sewer Operations	<u>411,107</u>	<u>433,295</u>	<u>473,993</u>	<u>398,230</u>	<u>429,281</u>	<u>438,700</u>	<u>485,000</u>	
Total Operating income	<u>411,107</u>	<u>433,295</u>	<u>473,993</u>	<u>398,230</u>	<u>429,281</u>	<u>438,700</u>	<u>485,000</u>	
Operating expense								
Sewer Operations								
7110 Sewer wages and salaries	26,439	16,389	0	28,000	27,436	68,071	68,071	
7130 Sewer benefits	16,377	5,501	0	24,000	11,042	0	24,000	
7232 Sewer travel, meals, lodging, training	0	0	0	1,200	0	1,200	1,200	
7240 Sewer Office supplies & postage	556	1,795	1,527	1,500	460	1,500	1,500	
7255 Sewer vehicle equip expense	2,886	6,545	9,547	11,600	9,087	12,500	12,500	
7280 Sewer power, telephone, gas	42,744	45,554	42,303	46,000	88,103	46,000	100,000	
7313 Sewer engineering	6,354	5,204	14,561	16,000	14,673	15,000	20,000	
7420 Sewer samples/testing	(50)	0	0	1,000	0	1,000	1,000	
7450 Sewer system materials/supplies/tools	34,856	67,580	77,788	40,000	427,977	40,000	447,977	
7690 Sewer depreciation expense	233,707	236,421	235,425	22,500	0	236,000	236,000	
Total Sewer Operations	<u>363,870</u>	<u>384,988</u>	<u>381,151</u>	<u>191,800</u>	<u>578,778</u>	<u>421,271</u>	<u>912,248</u>	
Total Operating expense	<u>363,870</u>	<u>384,988</u>	<u>381,151</u>	<u>191,800</u>	<u>578,778</u>	<u>421,271</u>	<u>912,248</u>	
Total Income From Operations:	<u>47,237</u>	<u>48,307</u>	<u>92,843</u>	<u>206,430</u>	<u>(149,496)</u>	<u>17,429</u>	<u>(427,248)</u>	
Non-Operating Items:								
Non-Operating income								
Sewer Operations								
5252.1 Sewer Impact Fee	87,809	44,460	115,596	92,000	128,934	115,000	130,000	
5260 Sewer interest income	1,860	15,459	27,992	24,000	19,967	25,000	25,000	
5290 Contributions from developers	61,000	0	13,320	0	0	0	0	
Total Sewer Operations	<u>150,668</u>	<u>59,919</u>	<u>156,908</u>	<u>116,000</u>	<u>148,901</u>	<u>140,000</u>	<u>155,000</u>	
Total Non-Operating income	<u>150,668</u>	<u>59,919</u>	<u>156,908</u>	<u>116,000</u>	<u>148,901</u>	<u>140,000</u>	<u>155,000</u>	
Non-operating expense								
7840 Transfer to General fund	5,319	0	0	3,060	3,060	3,060	3,060	
Total Non-Operating expense	<u>5,319</u>	<u>0</u>	<u>0</u>	<u>3,060</u>	<u>3,060</u>	<u>3,060</u>	<u>3,060</u>	
Total Non-Operating Items:	<u>145,350</u>	<u>59,919</u>	<u>156,908</u>	<u>112,940</u>	<u>145,841</u>	<u>136,940</u>	<u>151,940</u>	
Total Income or Expense	<u>192,586</u>	<u>108,226</u>	<u>249,751</u>	<u>319,370</u>	<u>(3,655)</u>	<u>154,369</u>	<u>(275,308)</u>	

Francis City
Budgeting Worksheet
 71 Performance Bonds 07/01/2024 to 06/01/2025
 501.67% of the fiscal year has expired

Approved Budget

	2022 Actual	2023 Actual	2024 Actual	2024 Budget	2025 Actual	Original Budget	Revised Budget	Worksheet Notes
Change in Net Position								
Expenditures:								
General government					9,080	0	9,080	
Administrative	0	0		0	9,080	0	9,080	
4140 Bank charges	0	0		0	9,080	0	9,080	
Total Administrative	0	0		0	9,080	0	9,080	
Total General government	0	0		0	(9,080)	0	(9,080)	
Total Expenditures:								
Total Change in Net Position								

Francis City
Budgeting Worksheet
 91 General Fixed Assets - 07/01/2024 to 05/01/2025
 91.67% of the fiscal year has expired

Amended Budget

Change in Net Position									
Expenditures:									
Miscellaneous									
4101 Admin Pension adj	(19,952)	(7,716)	(2,446)	0	0	0	0	0	
4401 Streets Pension adj	(2,217)	(857)	(272)	0	0	0	0	0	
4501 Parks Pension adj	(5,542)	(2,143)	(679)	0	0	0	0	0	
Total Miscellaneous	(27,711)	(10,716)	(3,397)	0	0	0	0	0	
Total Expenditures:	(27,711)	(10,716)	(3,397)	0	0	0	0	0	
Total Change in Net Position	27,711	10,716	3,397	0	0	0	0	0	

Francis City
Budgeting Worksheet
 10 General - 07/01/2025 to 06/30/2026
 100.00% of the fiscal year has expired

Tentative Budget

Change In Net Position

Revenue:

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
Taxes								
3110 Property Tax Revenue	354,693	467,779	480,132	490,000	0	490,000	0	
3130 Sales & Used Tax Revenue	285,297	366,278	313,109	325,000	0	325,000	0	
3140 Energy Tax Revenue	82,854	111,600	85,675	104,000	0	104,000	0	
3145 Municipal Telecommunication Tax	7,861	8,275	7,502	8,500	0	8,500	0	
3150 HWY/Transportation Tax (A2)	27,912	32,412	27,567	29,000	0	29,000	0	
Total Taxes	758,616	986,345	913,985	956,500	0	956,500	0	
Licenses and permits								
3210 Business Licenses	31,384	23,152	23,715	23,650	0	23,650	0	
3211 Gravel Pit License	50,060	50,060	50,060	50,060	0	50,060	0	
3221 Building Permits Application Fee & Deposit	301,818	453,678	494,962	475,000	0	465,000	0	
3221.1 Excavation Fees	0	1,500	875	875	0	875	0	
3221.2 Demolition Fees	250	1,025	275	275	0	275	0	
3222 Subdivision Fees	22,761	7,425	8,600	8,600	0	8,600	0	
3225.1 Annexation Fees	0	189,000	257,120	257,120	0	0	0	
3229 Other Permits & Licenses	17,014	0	4,300	4,300	0	4,000	0	
Total Licenses and permits	423,287	725,740	839,907	819,880	0	552,460	0	
Intergovernmental revenue								
3348 Park Grants	0	76,400	0	0	0	0	0	
3349 State Grant Revenue	20,500	36,105	0	0	0	0	0	
3350 RAP Tax Grant Revenue	754,000	108,055	60,000	60,000	0	60,000	0	
3351 Restaurant Tax Grant Revenue	15,000	0	0	0	0	0	0	
3356 B & C Road Allocation	277,803	97,618	91,006	85,000	0	100,000	0	
3370 Summit County TIFGP Small Cities Grants	0	0	71,614	71,614	0	0	0	
Total Intergovernmental revenue	1,067,303	318,178	222,620	216,614	0	160,000	0	
Charges for services								
3419 Copies, etc	0	86	145	75	0	125	0	
3420 Subdivision Developer Fees	0	2,200	0	0	0	0	0	
3473 Base Ball & Soccer Field Rental Fee Non-refundable	8,350	4,200	50	5,000	0	1,000	0	
3473.0 FC Park Building Deposit Non-refundable	0	2,750	4,525	4,525	0	4,600	0	
3474 Special Events Revenue	350	1,000	850	1,000	0	1,000	0	
Total Charges for services	8,700	10,236	5,570	10,600	0	6,725	0	
Frontier Days Revenue								
3498.3 Frontier Days--Cell Tower	13,863	15,339	11,648	15,225	0	15,444	0	
Total Frontier Days Revenue	13,863	15,339	11,648	15,225	0	15,444	0	
Interest								
3610 Interest Revenue	198,610	202,875	124,547	158,000	0	140,000	0	
Total Interest	198,610	202,875	124,547	158,000	0	140,000	0	
Miscellaneous revenue								
3376 ARAP	93,142	0	0	0	0	0	0	
3645 Fire Hydrant Meter Water Usage	146	0	44	0	0	0	0	
3673.1 Park Impact Fee	8,303	22,287	24,035	25,000	0	17,480	0	

Francis City
Budgeting Worksheet
 10 General - 07/01/2025 to 06/30/2026
 100.00% of the fiscal year has expired

Tentative Budget

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
3673.2 Road Impact Fee	31,377	78,897	88,179	87,000	0	61,880	0	
3690 Other Revenue	14,696	11,089	120,438	120,000	0	12,000	0	
3695 Lease Proceeds	0	227,887	0	0	0	0	0	
Total Miscellaneous revenue	147,664	340,160	232,696	232,000	0	91,360	0	
Contributions and transfers								
3851 Transfer from Water fund	0	0	3,060	3,060	0	3,060	0	
3852 Transfer from Sewer fund	0	0	3,060	3,060	0	3,060	0	
Total Contributions and transfers	0	0	6,120	6,120	0	6,120	0	
Total Revenue:	2,618,042	2,598,873	2,357,093	2,414,939	0	1,928,609	0	
Expenditures:								
General government								
Council								
4111.100 Council salaries & wages	22,185	53,080	46,052	55,000	0	55,000	0	
4111.130 Council benefits	1,897	4,669	4,108	4,929	0	4,929	0	
4111.140 Council discretionary expenditures	5,533	3,928	2,736	7,500	0	5,000	0	
4111.230 Council travel, training & education	0	0	0	500	0	500	0	
4111.540 Council contributions	300	300	300	1,000	0	1,000	0	
Total Council	29,916	61,977	53,196	68,929	0	66,429	0	
Administrative								
4140.110 Admin salaries and wages	82,339	86,521	80,277	153,306	0	145,000	0	
4140.130 Admin benefits	56,585	54,425	43,377	48,410	0	49,000	0	
4140.210 Admin dues and subscriptions	29,439	45,023	22,013	62,100	0	50,000	0	
4140.215 Admin IT Services	0	16,473	16,365	28,000	0	25,000	0	
4140.220 Admin Public Notices	438	1,300	1,133	2,000	0	2,000	0	
4140.230 Admin education, training, mileage, lodging	5,541	6,709	5,469	15,000	0	15,000	0	
4140.240 Admin Office Supplies	8,375	5,769	22,801	60,000	0	40,000	0	
4140.241 Admin Bank Charges	18,585	8,182	7,969	8,000	0	9,000	0	
4140.242 Admin postage and delivery	1,418	2,297	2,439	2,500	0	2,500	0	
4140.290 Admin Telephone Charges	11,008	10,600	9,871	15,000	0	15,000	0	
4140.310 Admin Accounting/Auditing Fees	6,750	7,250	(3,738)	8,500	0	8,500	0	
4140.312 Admin Engineering Services	30,144	101,064	37,865	130,300	0	105,000	0	
4140.314 Admin Attorney Fees	62,550	29,682	36,227	52,000	0	52,000	0	
4140.510 Admin Liability Insurance	15,995	16,204	0	19,000	0	19,000	0	
4140.610 Admin Miscellaneous Supplies	858	2,626	1,500	3,000	0	4,500	0	
4140.720 Admin capital outlay	195,325	0	0	0	0	0	0	
Total Administrative	525,352	394,123	283,568	607,116	0	541,500	0	
Buildings and grounds								
4160.100 B&G salaries and wages	15,922	18,289	17,557	24,714	0	22,000	0	
4160.130 B&G benefits	7,137	10,969	7,362	16,000	0	8,250	0	
4160.240 B&G operating supplies/tools	7,782	5,486	11,660	15,000	0	15,000	0	
4160.280 B&G utilities power	10,822	6,077	11,543	8,000	0	14,000	0	
4160.281 B&G utilities natural gas, propane	5,701	4,209	2,299	6,500	0	4,500	0	
4160.480 B&G garbage service	3,332	3,332	3,299	4,060	0	4,060	0	
4160.740 B&G Capital Outlay - RAP/Restaurant	43,237	138,080	26,317	359,622	0	60,000	0	
Total Buildings and grounds	93,933	186,442	80,038	433,896	0	127,810	0	

Francis City
Budgeting Worksheet
 10 General - 07/01/2025 to 06/30/2026
 100.00% of the fiscal year has expired

Initiative Budget

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
Planning and zoning								
4180.110 P&Z Planner	57,786	59,452	55,703	69,180	0	72,555	0	
4180.130 P&Z Planning benefits	62,824	51,039	51,996	55,000	0	55,000	0	
4180.150 Planner education, training, mileage, lodging	930	887	683	2,000	0	2,000	0	
4180.250 P&Z materials and supplies	1,139	1,409	3,373	4,000	0	4,000	0	
4181.120 Planning Commission	750	2,050	3,800	4,000	0	4,000	0	
4242.310 P&Z Building Inspector	143,903	137,540	272,982	310,899	0	325,000	0	
Total Planning and zoning	267,331	252,476	388,537	445,079	0	462,655	0	
Total General government	916,532	895,019	805,338	1,555,020	0	1,198,394	0	
Highways and public improvements								
Highways								
4410.100 Street salaries and wages	15,922	18,289	17,557	24,714	0	22,000	0	
4410.130 Street benefits	9,508	9,259	7,362	12,000	0	8,250	0	
4410.230 Street education, training, lodging & mileage	317	3,308	0	3,500	0	3,500	0	
4410.250 Street maintenance and repair B & C	172,337	2,972	25,016	100,000	0	100,000	0	
4410.256 Street auto & truck maint/repair	43,659	39,137	51,806	65,000	0	65,000	0	
4410.258 Street maintenance and repair	0	0	0	0	0	200,000	0	
4410.260 Street Tools & Supplies	17,568	11,038	7,568	15,000	0	12,000	0	
4410.610 Streets Snow Removal	31,314	20,452	8,624	21,000	0	21,000	0	
4410.720 Streets capital outlay	0	514,545	0	0	0	0	0	
4410.810 Lease - principal	0	14,314	0	0	0	0	0	
Total Highways	290,626	633,314	117,934	241,214	0	431,750	0	
Total Highways and public improvements	290,626	633,314	117,934	241,214	0	431,750	0	
Parks and public property								
Parks								
4510.100 Park salaries and wages	39,806	45,723	43,892	61,784	0	54,366	0	
4510.130 Park Benefits	23,769	23,147	18,406	26,000	0	24,000	0	
4510.250 Park maintenance and repair/tools	15,298	30,898	(2,578)	25,000	0	20,000	0	
4510.740 Park capital outlay	50,511	611,510	20,357	20,357	0	25,000	0	
4560.250 Frontier Days maintenance and repair	0	0	3,640	15,000	0	8,000	0	
Total Parks	129,484	711,279	83,718	148,141	0	131,366	0	
Total Parks and public property	129,484	711,279	83,718	148,141	0	131,366	0	
Transfers								
4825 Transfer to Frontier Days	15,000	20,000	20,000	20,000	0	20,000	0	
4840 Transfer to Capital Projects	1,376,255	300,000	0	450,564	0	147,099	0	
4851 Transfer to Water fund	0	3,060	0	0	0	0	0	
Total Transfers	1,391,255	323,060	20,000	470,564	0	167,099	0	
Total Expenditures:	2,727,897	2,562,672	1,026,990	2,414,939	0	1,928,609	0	
Total Change in Net Position	(109,854)	36,202	1,330,103	0	0	0	0	

Tentative Budget

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Francis City
Budgeting Worksheet
 21 Frontier Days - 07/01/2025 to 06/30/2026
 100.00% of the fiscal year has expired

Tentative Budget

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
Transfers								
4890 Budgeted increase in fund balance	0	0	0	19,710	0	0	0	
Total Transfers	0	0	0	19,710	0	0	0	
Total Expenditures:	96,129	66,929	67,073	104,635	0	109,947	0	
Total Change in Net Position	1,194	89,443	26,807	0	0	25,436	0	

Francis City
Budgeting Worksheet
 40 Capital Projects - 07/01/2025 to 06/30/2026
 100.00% of the fiscal year has expired

Tentative Budget

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Licenses and permits	1,081,000	0	0	0	0	0	0	
3225 Annexation Fees	1,081,000	0	0	0	0	0	0	
Total Licenses and permits								
Miscellaneous revenue								
3610 Interest revenue	79,099	115,392	35,587	35,587	0	0	0	
Total Miscellaneous revenue	79,099	115,392	35,587	35,587	0	0	0	
Contributions and transfers								
3810 Transfer from general fund	1,376,255	300,000	0	450,564	0	0	0	
Total Contributions and transfers	1,376,255	300,000	0	450,564	0	0	0	
Total Revenue:	2,536,354	415,392	35,587	486,151	0	0	0	
Expenditures:								
General government								
Administrative								
4140.720 Office Building	51,194	1,425,006	1,691,767	1,691,767	0	0	0	
4140.760 Parks	20,283	40,286	20,757	20,757	0	0	0	
Total Administrative	71,477	1,465,292	1,712,524	1,712,524	0	0	0	
Total General government	71,477	1,465,292	1,712,524	1,712,524	0	0	0	
Transfers								
4890 Budgeted increase in fund balance	0	0	0	450,564	0	0	0	
Total Transfers	0	0	0	450,564	0	0	0	
Total Expenditures:	71,477	1,465,292	1,712,524	2,163,088	0	0	0	
Total Change In Net Position	2,464,877	(1,049,899)	(1,676,938)	(1,676,937)	0	0	0	

Francis City
Budgeting Worksheet
51 Water Utility - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

Tentative Budget

	2023	2024	2025	2025	2026	Original	Revised	Worksheet
	Actual	Actual	Actual	Budget	Actual	Budget	Budget	Notes
Income or Expense								
Income From Operations:								
Operating Income								
Water Operations								
5111 Water revenue	351,390	337,379	317,102	318,559	0	350,000	0	
5121 Service charges / late fees	0	0	0	100	0	100	0	
5122 Fire Hydrant Meter Water Usage	0	0	1,541	1,541	0	1,500	0	
5131.1 Water Hookup Fee	12,000	27,063	28,500	30,000	0	20,000	0	
5131.5 Water Meter Fee	0	0	8,484	8,080	0	8,100	0	
5148 Water administration - woodland hills	9,971	11,366	7,925	12,000	0	12,000	0	
5149 Other water income/Reconnect Fees	75	350	575	575	0	575	0	
Total Water Operations	373,436	376,158	364,127	370,855	0	392,375	0	
Operating expense	373,436	376,158	364,127	370,855	0	392,375	0	
Water Operations								
6110 Water wages & salaries	107,116	144,720	109,742	139,000	0	77,000	0	
6130 Water benefits	57,961	67,064	44,167	63,000	0	63,000	0	
6210 Water dues, subs, memberships	4,073	707	1,763	3,000	0	2,500	0	
6230 Water meetings, training, travel, meals, lodging	2,520	1,604	3,346	6,000	0	5,000	0	
6240 Water office supplies	0	434	842	900	0	900	0	
6241 Water Postage and shipping	3,830	1,630	2,423	2,600	0	2,600	0	
6256 Water vehicle equip expense/tools	10,608	9,846	10,964	15,000	0	15,000	0	
6280 Water power, phone, gas	12,194	12,375	15,907	18,000	0	18,000	0	
6311 Water legal fees	189	0	0	200	0	0	0	
6313 Water engineering	12,660	16,476	15,460	20,000	0	20,000	0	
6319 Water Blue stakes	0	0	0	1,000	0	1,000	0	
6410 Water assessments	24,124	25,020	1,200	35,000	0	35,000	0	
6411 Water Woodland Hills Assessments	23,106	36,402	11,151	35,000	0	35,000	0	
6420 Water samples/testing	983	1,899	2,090	2,500	0	2,500	0	
6450 Water system materials/supplies	77,206	167,398	238,717	250,000	0	250,000	0	
6690 Water depreciation expense	123,140	122,134	0	123,000	0	123,000	0	
Total Water Operations	459,708	607,709	457,772	714,200	0	650,500	0	
Total Operating expense	459,708	607,709	457,772	714,200	0	650,500	0	
Total Income From Operations:	(86,272)	(231,552)	(93,645)	(343,345)	0	(258,125)	0	
Non-Operating Items:								
Non-Operating Income								
Water Operations								
5151.1 Water Grant CDBG	0	275,071	0	0	0	0	0	
5152.1 Water Impact Fee	125,016	270,868	302,122	300,000	0	208,360	0	
5160 Water Interest Income	4,223	16,179	10,523	14,000	0	14,000	0	
5190 Contributions from developers	0	47,800	3,108	0	0	1,500	0	
5810 Transfer from General fund	0	3,060	(3,060)	0	0	0	0	
Total Water Operations	129,239	612,978	312,692	314,000	0	223,860	0	
Total Non-operating income	129,239	612,978	312,692	314,000	0	223,860	0	

Francis City
Budgeting Worksheet
51 Water Utility - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

Teutake Budget

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
Non-operating expense								
6820 Water interest expense	190	16	0	0	0	0	0	
6830 Transfer to General fund	0	0	0	3,060	0	0	0	
Total Non-operating expense	190	16	0	3,060	0	0	0	
Total Non-Operating Items:	129,049	612,962	312,692	310,940	0	223,860	0	
Total Income or Expense	42,777	381,410	219,048	(32,405)	0	(34,265)	0	

Francis City
Budgeting Worksheet
52 Sewer Utility - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

Tentative Budget

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating Income								
Sewer Operations								
5121 Service charges/late fees	(53)	970	994	1,000	0	1,100	0	
5201 Sewer service fees	432,098	460,593	414,987	460,000	0	440,000	0	
5232 Sewer Hook-up Fee	1,000	2,600	13,300	14,000	0	14,000	0	
5241 Sewer pasture rental	0	9,830	0	10,000	0	10,000	0	
5249 Other sewer income	250	0	0	0	0	0	0	
Total Sewer Operations	433,295	473,993	429,281	485,000	0	465,100	0	
Total Operating Income	433,295	473,993	429,281	485,000	0	465,100	0	
Operating expense								
Sewer Operations								
7110 Sewer wages and salaries	16,389	0	27,436	68,071	0	43,678	0	
7130 Sewer benefits	5,501	0	11,042	24,000	0	23,480	0	
7232 Sewer travel, meals, lodging, training	0	0	0	1,200	0	1,200	0	
7240 Sewer Office supplies & postage	1,795	1,527	460	1,500	0	1,500	0	
7256 Sewer vehicle equip expense	6,545	9,547	9,087	12,500	0	12,500	0	
7280 Sewer power, telephone, gas	45,554	42,303	88,103	100,000	0	100,000	0	
7313 Sewer engineering	5,204	14,561	14,673	20,000	0	20,000	0	
7420 Sewer samples/testing	0	0	0	1,000	0	0	0	
7450 Sewer system materials/supplies/tools	67,580	77,788	427,977	427,977	0	150,000	0	
7680 Sewer depreciation expense	236,421	235,425	0	236,000	0	238,000	0	
Total Sewer Operations	384,988	381,151	578,778	892,248	0	680,358	0	
Total Operating expense	384,988	381,151	578,778	892,248	0	680,358	0	
Total Income From Operations:	48,307	92,843	(149,496)	(407,248)	0	(125,258)	0	
Non-Operating Items:								
Non-Operating Income								
Sewer Operations								
5252.1 Sewer Impact Fee	44,460	115,596	128,934	130,000	0	120,000	0	
5260 Sewer interest income	15,459	27,992	19,967	25,000	0	25,000	0	
5280 Contributions from developers	0	13,320	0	0	0	0	0	
Total Sewer Operations	59,919	156,908	148,901	155,000	0	145,000	0	
Total Non-Operating Income	59,919	156,908	148,901	155,000	0	145,000	0	
Non-Operating expense								
7840 Transfer to General Fund	0	0	3,060	3,060	0	3,060	0	
Total Non-Operating expense	0	0	3,060	3,060	0	3,060	0	
Total Non-Operating Items:	59,919	156,908	145,841	151,940	0	141,940	0	
Total Income or Expense	108,226	249,751	(3,655)	(255,308)	0	16,662	0	

Francis City
Budgeting Worksheet
71 Performance Bonds - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

Tentative Budget

Change In Net Position									
Expenditures:									
General government									
Administrative									
4140 Bank charges									
Total Administrative	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes	
	0	0	9,080	9,080	0	0	0		
	0	0	9,080	9,080	0	0	0		
Total General government	0	0	9,080	9,080	0	0	0		
Total Expenditures:	0	0	9,080	9,080	0	0	0		
Total Change In Net Position	0	0	(9,080)	(9,080)	0	0	0		

Francis City
Budgeting Worksheet
 91 General Fixed Assets - 07/01/2025 to 06/30/2026
 100.00% of the fiscal year has expired

Tentative Budget

Change In Net Position									
Expenditures:									
Miscellaneous									
4101 Admin Pension adj	(7,716)	(2,446)	0	0	0	0	0	0	
4401 Streets Pension adj	(867)	(272)	0	0	0	0	0	0	
4501 Parks Pension adj	(2,143)	(679)	0	0	0	0	0	0	
Total Miscellaneous	(10,716)	(3,397)	0	0	0	0	0	0	
Total Expenditures:	(10,716)	(3,397)	0	0	0	0	0	0	
Total Change In Net Position	10,716	3,397	0	0	0	0	0	0	

FRANCIS CITY ORDINANCE NO. 2025-02

AN ORDINANCE AMENDING FEE SCHEDULES AND POLICIES FOR CONSTRUCTION, BUILDING, WATER, SEWER, FACILITY RENTAL, PLANNING, SIGN CODE, BUSINESS LICENSE, BEER, AND LIQUOR LICENSES, GRAMA AND OTHER FEES.

WHEREAS, Francis City has enacted various Resolutions and/or Ordinances at various times to set forth a schedule of fees for the various City services and operations as listed above, and

WHEREAS, it is necessary to update the current fee ordinance to reflect the increasing costs of performing services, and

WHEREAS, additional and/or updated Francis City fees need to be included in this fee and rate ordinance, and

WHEREAS, the purpose of this ordinance is to amend and replace all prior resolutions and ordinances setting any fees and rates for Francis City that are included in the text of the following ordinance.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Francis City, State of Utah as follows:

The Fee Schedule(s) as adopted by any previous Resolutions or Ordinances and that are updated or contained in this Ordinance are hereby repealed, and in its place this Ordinance is adopted establishing the fees for various City services, permits, and processes as follows. All other parts, sections, regulations or fees of any Resolutions or Ordinances other than those modified or included in this Ordinance shall remain in full force and effect.

SECTION 1 CONSTRUCTION AND DEVELOPMENT RELATED FEE SCHEDULE

Note: All buildings larger than 200 square feet require a building permit. Agricultural buildings may qualify for exemption from fees, but still require a permit.

1.1 BUILDING PERMIT FEES

1. Building permit fees shall be in accordance with the International Building Code (IBC) as adopted by the State of Utah.

1.1.1 BUILDING PERMIT FEES (NON- AGRICULTURAL STRUCTURES)--- Commercial and residential buildings will be valued in accordance with the current Building Valuation Table published by the ICC. Building permit fees based on the valuation total will be assessed as listed in the Building Permit Fee table below. For square foot construction valuation, all garages will be valued at \$37.87 per square foot, all decks will be valued at \$5.00 per square foot. Unfinished residential basements will be based at 50% of the building valuation rate. Basement finish rate will be based on 50% of the building valuation rate.

Building Permit Fees based on Total Valuation Rate.

Services	Fee Activity Detail	Fee
Total Valuation	Less than \$2,000	\$24.00 for the first \$500 plus \$3.50 for each additional \$100 or fraction thereof, to an including \$2,000.
	\$2,000 to \$25,000	\$76.50 for the first \$2,000 plus \$16.50 for each additional \$1,000 or fraction thereof, to an including \$25,000.
	\$25,000 to \$50,000	\$456.00 for the first \$25,000 plus \$12.00 for each additional \$1,000 or fraction thereof, to an including \$50,000.
	\$50,000 to \$100,000	\$765.00 for the first \$50,000 plus \$8.50 for each additional \$1,000 or fraction thereof, to an including \$100,000.
	\$100,000 to \$500,000	\$1,181.00 for the first \$100,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to an including \$500,000.
	\$500,000 to \$1,000,000	\$3,781.00 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to an including \$1,000,000.
	over \$1,000,000	\$6,531.00 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.
Fees for inspections or checks not specifically listed shall be determined by the Building Official.		

1.1.2 BUILDING PERMIT FEES (AGRICULTURAL STRUCTURES)

Valuation is \$20.00 per square foot; building permit fee is calculated at \$6.00 per \$1,000.00 of valuation or fraction thereof.

1.1.3 APPLICATION FEE

\$ 50.00 plus a fee for educational purposes in the amount of one percent (1%) of the building permit fee as required by Utah Code Section 15A-1-209 and a plan review fee in the amount of sixty-five percent (65%) of the building permit fee as required by Utah Code Section 10-9a-510. Agricultural buildings are exempt from the plan review fee described in this paragraph.

1.1.4 DEPOSIT REQUIRED AT TIME OF APPLICATION, credited toward permit fee when paid in full, forfeited if plans are withdrawn.

1. \$1,000.00 for standard plans

2. \$500.00 for modular or manufactured homes
3. \$250 for any other permit

1.1.5 FIRE SPRINKLER PLAN REVIEW AND INSPECTION FEE:

\$300.00 for structures in which fire sprinklers will be installed

1.1.6 DEMOLITION PERMIT FEE:

\$250.00---Additional amounts may be charged if repeat visits by building inspector to the demolition site are required.

1.1.7 PERMIT TO WORK IN CITY PUBLIC RIGHT-OF-WAY / EXCAVATION PERMIT

A \$250.00 non-refundable fee per utility or company (regardless of number of encroachments in a one-year period), plus a \$1,500.00 cash bond (to be held for one year after acceptance of repair) plus proof of insurance. Engineering inspection fees or City repair costs may be billed to the licensee or charged against the bond if necessary.

1.1.8 FIRE HYDRANT METER USE PERMIT FEE

A \$2,000.00 security deposit will be required at time of rental. A fee of \$10.00 per day plus a fee of \$.025 per gallon of water.

If providing your own meter, a \$1,000.00 deposit will be required at time of rental. A fee of \$.025 per gallon of water will be charged for usage.

Penalty for hydrant usage without permission is \$1,000.00 per violation.

1.1.9 PLUMBING PERMIT FEES

\$10.00 Plus:

1. Agricultural Buildings: \$0.03 per square foot
2. Commercial Structures per the International Plumbing Code (IPC): \$0.03 per square foot
3. Residential Structures per the IRC: \$0.03 per square foot

1.1.10 MECHANICAL PERMIT FEES

\$10.00 Plus:

1. Agricultural Buildings: \$0.03 per square foot
2. Commercial Structures per the International Mechanical Code (IMC): \$0.03 per square foot

3. Residential Structures per the IRC: \$0.03 per square foot

1.1.11 ELECTRICAL PERMIT FEES

\$10.00 Plus:

1. Agricultural Buildings: \$0.035 per square foot
2. Commercial Structures per the National Electric Code (NEC): \$0.035 per square foot
3. Residential Structures per the IRC: \$0.035 per square foot

1.1.12 ALTERNATIVE ENERGY PERMIT FEES

1. Photovoltaic System: \$350
2. Geo-Thermal: \$250
3. Solar Hot Water: \$125
4. Wind Generator: \$125

1.1.13 OTHER INSPECTIONS AND FEES

1. Inspections outside of normal office hours: \$100 per hour (minimum of one hour)
2. Re-Inspection fee assessed under the provisions of Chapter 1 of both the IBC and IRC: \$100 per occurrence
3. Inspections and permits for which no fee is specifically indicated: \$100
4. Additional plan review required by changes, additions, or revisions to approved plans: \$100 per hour (minimum of one hour)
5. An expired building permit will be charged the following fees:
 - \$100 after 180 days of no inspection
 - \$100 for an expired permit requiring a final inspection only.
 - Repay original building fees if expired permit requires more than a final inspection on first offense.
 - Double original building fees if permit has expired more than once on all inspections.
6. Double permit fees will be assessed on a structure completed without a building permit.

1.1.14 PUBLIC WORKS

1. Public Works Inspections \$150.00 per inspection

SECTION 1.2 PLANNING FEES

1.2.1 PROJECT RE-SUBMISSION FEE \$100.00

1.2.2 PROJECT PROCESSING FEES

1. Preliminary Subdivision Review	\$250 per lot or unit
2. Final Subdivision Review	\$100 per lot or unit
3. Plat Amendment	\$ \$250 per lot
4. Plat Amendment-Vacation	\$500 per plat
5. Lot Line Adjustments	\$250
6. Commercial Concept Plan	\$ 500
7. Commercial Site Plan	\$1,000
8. Recording	\$100 + County Recording Fee
9.. Professional Review Fees	Reference Section 1.2.3

1.2.3 SPECIAL ESCROW ACCOUNTS FOR PROFESSIONAL FEES

Projects which require review and/or inspection by the City Attorney, City Engineer or other consultant(s) shall be billed to the applicant at the accrual billed rates incurred by the City, in additions to all other fees. To assure prompt payment, the applicant shall deposit with the City the following amounts against which the City may draw to satisfy these costs:

Subdivisions: Single-family, duplex, or townhome dwelling \$500.00 per unit. Annexations \$500.00 per unit proposed on development plans OR if no development plan is submitted, \$500.00 per unit of the maximum allowable density of the annexation parcel(s) pursuant to the City's proposed future zoning plan. Other approved projects: Projects other than subdivisions or annexations which require review by the City Attorney, City Engineer, or other consultant(s) (including but not limited to commercial projects) may also be required to set up a deposit account in amounts necessary to cover anticipated costs.

All funds in applicant deposit accounts are available always for expenditure by the City to satisfy fees incurred by the City for the project. The City shall notify applicants monthly of the fees incurred during the previous month for the applicant's project. For both subdivisions and annexations, if the balance on deposit for an applicant drops below \$250.00 per unit, the applicant must pay all outstanding billings for the month plus bring the deposit account back up to a total of \$250.00 per unit. If at any time an applicant's deposit account does not comply with the provisions set forth herein, the City's staff and its contractors, agents and consultants shall stop work on the project until the account comes into compliance. At the conclusion or termination of the project, any unexpended amounts in an applicant's deposit account shall be refunded to the applicant with interest.

Other approved projects will be required to maintain an escrow account for the project.

1.2.4 CONDITIONAL USE PERMIT	\$500.00 for review by Planning Commission and City Council \$250.00 for review by Planning Commission or Staff
1.2.5 TEMPORARY USE PERMIT	\$50.00 per day
1.2.6 BOARD OF ADJUSTMENT	\$500.00

If a court reporter or verbatim transcripts are required, the actual cost will be assessed in addition to the fee.

1.2.7 ANNEXATIONS APPLICATIONS	\$2,500.00
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Fee is non-refundable and no guarantee of approval of proposed annexation shall be implied by this fee. Application fee includes one public hearing with Planning Commission and one public hearing with City Council. Concurrent concept plan review in these two meetings is included. Any costs incurred by the City above this fee amount shall be billed to the applicant.

1.2.8 ANNEXATION AGREEMENT

Agreements to an annexation fee in the amount of \$8,000 per equivalent residential unit constructed on the annexation property. This fee may be adjusted up or down or waived by the City Council for any annexation, but only for just cause, as determined in the City Council's sole discretion in findings to be set forth in writing.

1.2.9 EXTENSIONS OF APPROVALS	\$ 500.00
(in accordance with Zoning Ordinance provisions and approved by the governing body).	

1.2.10 GENERAL PLAN AMENDMENTS	\$1,000.00
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Fee is non-refundable and no guarantee of approval of proposed amendment shall be implied by this fee.

1.2.11 DEVELOPMENT CODE AMENDMENTS \$1,000.00

Fee is non-refundable and no guarantee of approval of proposed amendment shall be implied by this fee

1.2.12 ZONE CHANGES \$2,500.00

Fee is non-refundable and no guarantee of approval of proposed amendment shall be implied by this fee. Application fee includes one public hearing with Planning Commission and one public hearing with City Council. Concurrent concept plan review in these two meetings is included. Any costs incurred by the City above this fee amount shall be billed to the applicant.

1.2.13 SIGN PERMIT (when required) \$50.00

1.2.14 CODE AND MAP PURCHASES

Francis City General Plan	\$.50 per page
Francis City Development Code	\$.50 per page
Francis City Zoning Map	\$.50 per page

1.2.15 SPECIAL OR ADDITIONAL MEETINGS \$500.00

Any project requesting a special meeting to be convened shall submit a fee for scheduling the meeting. In the event the meeting may not be convened due to scheduling conflicts the fee shall be returned to the applicant, less any cost associated with staff time and advertising.

SECTION 2 WATER FEES

2.1 WATER IMPACT FEES

¾ inch line	\$5,209
1-inch line	\$8,381
1 1/2-inch line	\$16,762
2-inch line	\$26,819
3-inch line	\$58,667
4-inch line	\$167,621

This fee is used to help pay for the City impact of the development of public water infrastructures and capital improvements necessary to benefit the user that may have been paid for in whole or in part by existing residents of the City. This fee is due with the building permit fee(s), or in some cases, when in the opinion of the City Council the fees will be needed for immediate off-site improvements to serve the development. The fees may be required to be paid in total before the final plat is signed by the Mayor (or as otherwise stipulated by development agreement).

Impact fees are assessed in accordance with the adopted Impact Fee Analysis.

2.2 WATER RIGHTS TRANSFERS

On single family and multi-family residential developments any water rights and delivery, pumping, transmission, storage, or diversion facilities that are part of the property, previously used for irrigation, that are not required for the operation or maintenance of private or public open spaces or common spaces of the development under other agreements must be transferred to Francis City in a form acceptable to the City Council. Quantities of water necessary for the development will be calculated by the City based on size and nature of the development. Water rights transfers for meters larger than 3" and for commercial uses will be determined at the time a building permit is issued.

In addition to dedicating to the City all necessary water rights and appurtenances, applicants will be required to compensate the City for any fees that may be charged by third parties in relation to said transfers.

2.3 WATER CONNECTION FEES

\$500 plus the actual cost of the meter.

2.4.1 WATER BASE CHARGE

The Water Base Charge is charged on all units receiving water service in Francis City. All accessory type units or apartments are required to be on separate meters.

<u>Meter Size</u>	<u>Monthly Base Allowed Gallons</u>		<u>ERU (Equivalent Residential Unit)</u>
¾"	\$30	15,000	1
1"	\$60.00	30,000	1.67
1 ½"	\$120.00	60,000	3.33
2"	\$180.00	90,000	5.33
3"	\$360.00	180,000	11.67
4"	\$900.00	450,000	33.33
6"	\$1920.00	960,000	66.67

All others---Charge based on equivalent ERU

Overage

1---5,000 gallons	\$1.00/kg per 1,000 gallons
5,001---15,000 gallons	\$1.25/kg per 1,000 gallons
15,001---35,000 gallons	\$2.50/kg per 1,000 gallons
Over---35,001 gallons	\$4.00/kg per 1,000 gallons

An illegal connection fee of \$500.00 plus the base charge for water and sewer will be charged from the time the building permit was issued.

2.4.2 WATER CONSERVATION/OVERAGE RATES

All water delivered through each meter serving customers more than 15,000 gallons per meter per month during the summer months shall be billed at the following rates:

Standard Overage:	15,001---20,000 gallons----	\$1.00 per 1,000 gallons
	20,001---30,000 gallons----	\$1.25 per 1,000 gallons
	30,001---50,000 gallons----	\$2.50 per 1,000 gallons
	50,001 gallons and above	\$4.00 per 1,000 gallons

2.5 WATER VIOLATION, RE-CONNECTION FEES AND PENALTIES

\$50.00 first violation
\$100.00 second violation
\$200.00 third violation and subsequent violations (deposit may be required prior to re-connection)
\$50.00 re-connection charge

\$25.00---meter concealment charge per month for each month that a water meter and/or cover is buried or concealed by soil, vegetation, or debris by the owner. If Francis City acts to expose the meter for access, the property owner shall be billed any costs associated. Francis City shall not be responsible for any damage or the replacement of any landscaping. The compliance period for said action shall be a minimum of 14 days, except for bona fide emergency work.

2.5.1 UNAUTHORIZED WATER CONNECTION

Penalty per violation for connecting or tampering with the Francis City water without approval.

\$500.00 first violation
\$1,000.00 second violation
\$1,500.00 third violation
\$2,000.00 fourth violation
\$5,000.00 fifth violation

2.6 TEMPORARY TURN ON FOR WATER SERVICE

If water service which has been shut off is turned on temporarily for home inspection or other reason, Francis City will charge a \$50.00 temporary turn on fee.

Seasonal Water turn off disconnection fee is	\$50.00
Seasonal Water turn on fee is	\$50.00

2.7 LATE FEES, SHUT OFF NOTICE FEES, RETURN CHECK FEE, INTEREST

Shut off notice if door notice is posted \$25.00

Return check fee \$25.00

Interest on late balance shall be accrued at 1.5% per month.

Note: If 2 or more checks are returned unpaid, all future payments may be required either in cash or money order.

2.8 EXTENSION OF WATER SERVICES POLICY

Any project, applicant, or developer, whether an individual unit or multiple unit or subdivision, that requires connection to the City water system, shall be required to pay all the costs of any extensions or facilities necessary to achieve a connection that meets the City Council's standards or specifications in place at the time. This may include not only the capital cost of the project, but any City costs associated with plan approval, engineering, and inspection work exclusive to the extension.

The City may specify an extension of a higher capacity, or of additional appurtenances that are required for the development to service potential future users beyond the present extension. The extra capacity cost shall be paid for by the City in this instance, and an aid to construction agreement may be entered by both parties to establish the joint extension responsibilities.

Any extension parties, whether the City applicant or developer, or a combination, may enter into an extension agreement that shall be filed with the City Clerk setting forth cost recovery procedures for the users connecting to the extension part of the system in the future. The agreement will outline a formula to be used for calculation of the future contributions to the extension and shall specify that the fees must be paid to the original party(s) of the extension before building permits are issued to any new connector. Future extensions beyond the current extension are not eligible for cost recovery, only connections on to the line itself. The recovery period to the original party(s) may not exceed ten (10) years and is to be prorated to the future connectors in an equitable manner detailed in the extension agreement. The agreement may establish refunding of the costs of the extension not only to the original applicant or developer, but also to any other parties that have paid into the extension within the ten-year period.

The City must be held harmless and indemnified from any claims arising out of any disputes between parties regarding application of and recovery of any cost associated with the agreement, or disputes as the interpretation or application thereof.

After final inspection of the improvements or extension(s), the applicant or developer must provide title and easements to the systems, free and clear of any encumbrances to the City, to be operated as a public system by the City. A one-year warranty will be required on the system from the date of acceptance.

SECTION 3 SEWER FEES

3.1 SEWER IMPACT FEES \$2,223.00

This fee is used to help pay for the City impact of the development of public sewer infrastructures and capital improvements necessary to benefit the user that may have been paid for in whole or in part by existing residents of the City. This fee is due with the building permit fee(s), or in some cases, when in the opinion of the City Council the fees will be needed for immediate off-site improvement to serve the development. The fees may be required to be paid in total before the final plat is signed by the Mayor (or as otherwise stipulated by development agreement).

Impact fees are assessed in accordance with the adopted Impact Fee Analysis.

3.2 SEWER CONNECTION FEES

\$500.00 per connection

3.3 MONTHLY SEWER FEES

Sewer rate of \$63.00 per Equivalent Residential Unit @ ERU.

The monthly sewer fee is charged on all units receiving sewer service in Francis City. All accessory type units or apartments on a common sewer service must be approved in advance by the City Council on new construction or new rentals/conversions.

3.5 EXTENSION OF SEWER SERVICES POLICY

Any project, applicant, or developer, whether an individual unit, multiple unit or subdivision that requires connection to the City Sewer system, shall be required to pay all the costs of any extensions or facilities necessary to achieve a connection that meets the City Council's standards or specifications in place at the time. This may include not only the capital costs of the project, but any City costs associated with plan approval, engineering, and inspection work, and exclusive to the extension.

The City may specify an extension of a higher capacity, or of additional appurtenances that are required for the development to service potential future users beyond the present extension. The extra capacity cost shall be paid for by the City in this instance, and an aid to construction agreement may be entered by both parties to establish joint extension responsibilities.

Any extension parties, whether the City, applicant, developer, or a combination of the two, may enter into an extension agreement that shall be filed with the City Clerk setting forth cost recover procedures for users connecting to the extension part of the system in the future. The agreement will outline a formula to be used for calculation of the future contributions to the extension and shall specify that the fees must be paid to the original party(s) of the extension before building permits are issued to any new connectors. Future extensions beyond the current extension are not eligible for cost recovery, only connections onto the line itself. The recovery period to the original party(s) may not exceed ten (10) years and is to be pro-rated to the future connectors in an equitable manner detailed in the extension agreement. The agreement may establish refunding of the costs of the extension not only to the original applicant or developer, but also to any other parties that have paid into the extension within the ten-year period.

The City must be held harmless and indemnified from any claims arising out of any disputes between parties regarding application of and recover of any costs associated with the agreement, or disputes as to the interpretation or application thereof.

After final inspection of the improvement or extensions(s), the applicant or developer must provide title and easements to the systems, free and clear of any encumbrances to the City, to be operated as a public system by the City. A one-year warranty will be required on the system from the date of acceptance.

SECTION 4 PARK IMPACT FEE

4.1 PARK IMPACT FEE \$437.00

SECTION 5 ROAD IMPACT FEE

5.0 ROAD IMPACT FEE \$1,547.00

SECTION 6 BUSINESS LICENSE, BEER, AND LIQUOR LICENSE

Administrative/Application fee \$25.00 per year

Business License \$60.00 per year

Document Fee for Business License
Replacement \$15.00

Home Occupation fee \$40.00 per year
(business impact is greater than normal residential use)

Beer and/or Liquor License fee \$100.00 per year

Dwelling Rental Unit fee \$10.00 per unit per year

Commercial Warehouse/Storage Facility Rental fee \$.06 per square foot of indoor and outdoor storage per year

Motion Picture Production fee \$500.00 per production or event
(See 7.4 and 7.41 to make sure all fees charged)

Special Event Permit Application \$100.00

If any special event requires a City staff support person to be present, the cost of the service will be billed at \$85 for Public Works and Administration, per hour, per staff person with a 4-hour minimum.

Note: All licenses may require other planning department fees and/or permits.

SECTION 7 UNIQUE CONDITIONAL USES

Mines, Sand, Gravel, and Earth Products Pit Operation Fee:**Standard Sites:**

<u>Maximum Annual Truck Loads</u>	<u>Annual Fee</u>
1---49	\$1,000.00
50---99	\$2,000.00
100---249	\$5,000.00
250---499	\$10,000.00
500---999	\$20,000.00
1,000 and Over	\$50,000.00

Stockpile-Only sites:

<u>Maximum Annual Truck Loads</u>	<u>Annual Fee</u>
1---49	\$500.00
50---99	\$1,000.00
100---249	\$2,500.00
250---499	\$5,000.00
500---999	\$10,000.00
1,000 and Over	\$25,000.00

For purposes of this section, a truck load is defined as a vehicle having the capacity to haul two (2) tons or more of sand, gravel, dirt, or rock entering or leaving the site while loaded with any amount of sand, gravel, dirt, or rock. The applicable fee as set forth in this section shall be determined and established in the applicant's conditional use permit and shall remain in effect for the duration of the permit. Fees are due on January 1 of each year and are non-refundable. Fees may be prorated for first year of operation. The City Council hereby finds that Mines, Sand, Gravel, and Earth Products Operations cause disproportionate costs of municipal services, which may include costs for public utilities, police, fire, storm water runoff, traffic control, parking, transportation, road construction and maintenance, beautification and/or snow removal. The City Council further finds that the amount of the fees contained in this section are reasonably related to the disproportionate costs to use all reasonable and necessary means to enforce and verify the fee amounts set forth herein. Permit holders shall report load counts annually to the City. The City may at any time during the year require a permit holder to supply load counts to date for purposes of verification and enforcement under this section.

SECTION 8 PEDDLERS, SOLICITORS, AND OTHER LICENSING

8.1 SOLICTERS \$60.00 annually for each person licensed as a solicitor.

8.2 OUTDOOR SALES (SEASONAL PLANTS, CHRISTMAS TREES, PRODUCE, ETC.)

\$60.00 annually for seasonal plants and produce.

\$60.00 annually for Christmas tree lots. (For 30 days ending December 25th.)

SECTION 9 RENTAL OF CITY FACILITIES

9.1 CITY PARK BUILDING

Francis City requires a 30-day cancellation notice or City keeps the rental fee

Francis City resident usage per day, or any fractional part thereof	\$50.00 per day
Kamas Valley resident usage per day, or any fractional part thereof	\$100.00 per day
Non-Kamas Valley resident usage	\$150.00 per day
Cleaning Deposit Francis City/ Kamas Valley residents	\$ 500.00
Cleaning Deposit outside of Kamas Valley	\$ 500.00

9.2 CITY PARK GROUNDS

Arena Bowery and restroom usage per day or any fractional part thereof:

City resident	\$50.00
Non-resident	\$100.00
Special Events Park Rental	\$ 400.00per day
Athletic Field	\$100.00 per day per field tournament play \$25.00 per single game on single day per field \$25.00 per season (spring/summer & summer/fall) 180 days defines season

Parking Lots only \$100 a day

**Subject to change based on size and scope of usage. Parking is included in all other base rentals. This is for exclusive access to parking not tied to the rental of another facility.)

Cleaning Deposit (refundable if area is clean when finished) \$500.00

9.3 ARENA

Arena rental	\$200.00 per day or any fractional part thereof
Pen Rentals	\$20 per day \$85.00 per month
Maintenance fee per day to work and water arena	\$100.00
After 5:00 p.m. an additional fee will be charged per hour thereafter	\$25.00

Cleaning Deposit (refundable if facility is clean when finished) \$500.00

9.4 MOVIE PRODUCTION RENTAL OF CITY FACILITIES

Rental per day of any City facility or property for movie production or support: \$1,000.00/facility or property.

Use of any City owned facility or property requires a \$5,000.00 cash deposit that is refundable upon return of City property or facilities in good operation and condition.

Note: If any rental of a City Facility requires a City staff or support person to be present, the cost of service will be billed at a \$80.00 per hour per staff person.

9.4.1 MOTION PICTURE PRODUCTION

All motion picture or commercial filming operation in Francis City must obtain Council approval and pay a license fee of \$500.00 per production or event. Note: All licenses may require other planning department fees and/or permits.

9.5 FEE REDUCTION OR WAIVERS

Use of facilities for non-profit, public service clubs or organizations, or special fundraising events may have all or part of their associated rental fees waived by the City.

SECTION 10 GRAMA (Governments Records Access and Management Act Fees)

10.1 COPIES

Copies made at facility \$.50 per page, double sided charged as two pages.

10.2 COPIES IN EXCESS OF 50 PAGES

Outside copy facilities: for requests for copies more than 50 pages, the City reserves the right to send the documents out to be copied and the requester shall pay the actual cost to copy the documents, including any fee charged for mileage or pick-up and delivery of the documents.

10.3 COMPILING DOCUMENTS

A governmental entity may charge a reasonable fee to cover the governmental entity's actual cost of providing a record. Staff time must be based on the salary of the lowest paid employee with the necessary certifications and training to fulfill the request, and there can be no charge for the first quarter hour of staff time.

SECTION 11 EFFECTIVE DATE

THIS ORDINANCE shall be effective upon posting, as permitted by the terms of Section 10-3-712 of

the Utah Code.

Aye

Nay

Mayor Forman

Councilmember Fryer

Councilmember Hunter

Councilmember Querry

Councilmember Summers

APPROVED:

ATTEST:

Mayor Jeremie Forman

City Recorder Suzanne Gillett

City Seal

Information for City Meeting on May

From Robert McFadden <rob@arcdevelopers.com>

Date Thu 4/17/2025 9:54 AM

To Katie Henneuse <khenneuse@francisutah.gov>

Cc Scott Kettle <skettle@horrocks.com>; Collins, Jordan <jordan.collins@nfp.com>; Ririe, Brady <brady.ririe@nfp.com>; Aaron Wernli <aaron@arcdevelopers.com>; Kesse, Logan <logan.kesse@evrealestate.com>; Marcus Wood <marcus.wood@engelvoelkers.com>

 1 attachment (9 MB)

Wildlife Report .pdf;

Katie,

Here is some information for the City Council members to consider prior to the meeting on May 8. This link shows the migration corridors along the Uintah Mountains for larger animals. Kamas Valley does not represent a macro migration area for any species such as Elk or Deer. We know they are there, just not in high enough quantity to land on the areas wildlife migration map.

<https://wildlifemigration.utah.gov/land-animals/corridors/>

I attached the Wildlife Report showing that a Frog, a Snail and the Golden Eagle are the only species that have any relevance in the area according to the reporting tool recommended by the DWR. The company that did the original report is no longer around. I called several companies that do these reports and they are 10s of thousands of dollars. I spoke to the DWR on multiple occasions and they kept referring me back to the "tool" they have made available to dial in on animals represented in a particular area. I will come to the meeting on May 8 to answer any questions and make a case for expanding the AOD for larger lots in Foothills. It just doesn't make sense to limit the AOD to 12,500 sq ft for larger lots considering the development itself has 20 acres of open space inside the development and another 120 acres dedicated to open space for the next 99 years. This development is unique in the way that these proposed limitations were determined 20 some odd years ago, when that development was largely designed to have a very different home type than what we are putting in there. Here are some thoughts to consider after discussing the idea of an appropriately sized AOD with my landscape architect and architect both...

- 1/2+ acre lots - 12,500 AOD if no retention is req (57% coverage) [Currently what is approved]
- 1/2+ acre lots - 15,000 AOD if retention req (69% coverage)
- 3/4+ acre lots - 15,000 AOD if no retention is req (46% coverage)
- 3/4+ acre lots - 18,000 AOD if retention is req (55% coverage)
- 1+ acre lots - 21,000 AOD if no retention is req (48% coverage)
- 1+ acre lots - 24,000 AOD if retention is req (55% coverage)

- 2+ acre lots - 24,000 AOD regardless of retention needs (<28% coverage)

These are extremely minor increases but are such that they would allow for barns or other out buildings commensurate to the respective lot sizes. The larger the lot the less % of the lot is utilized. The only lot I would consider propose an exception for would be lot 37, the 10.44 acre one. Its a horse property and could possible want to do a larger barn or riding arena. Just thinking out loud. Making these changes would appeal to a higher caliber buyer and thus put Francis on the radar of buyers currently reserved for some of the more upscale developments in the area. We should want to put Francis in that bracket, its coming sooner than later.

Thank you for your consideration. I am happy to come to the city counsel meeting on May 8 to discuss in person. I know that Foothills at Francis Gate will bring a beautiful aesthetic to Francis as well as generate much desired revenue for the city in fees and taxes going forward.

Thank you,

RM

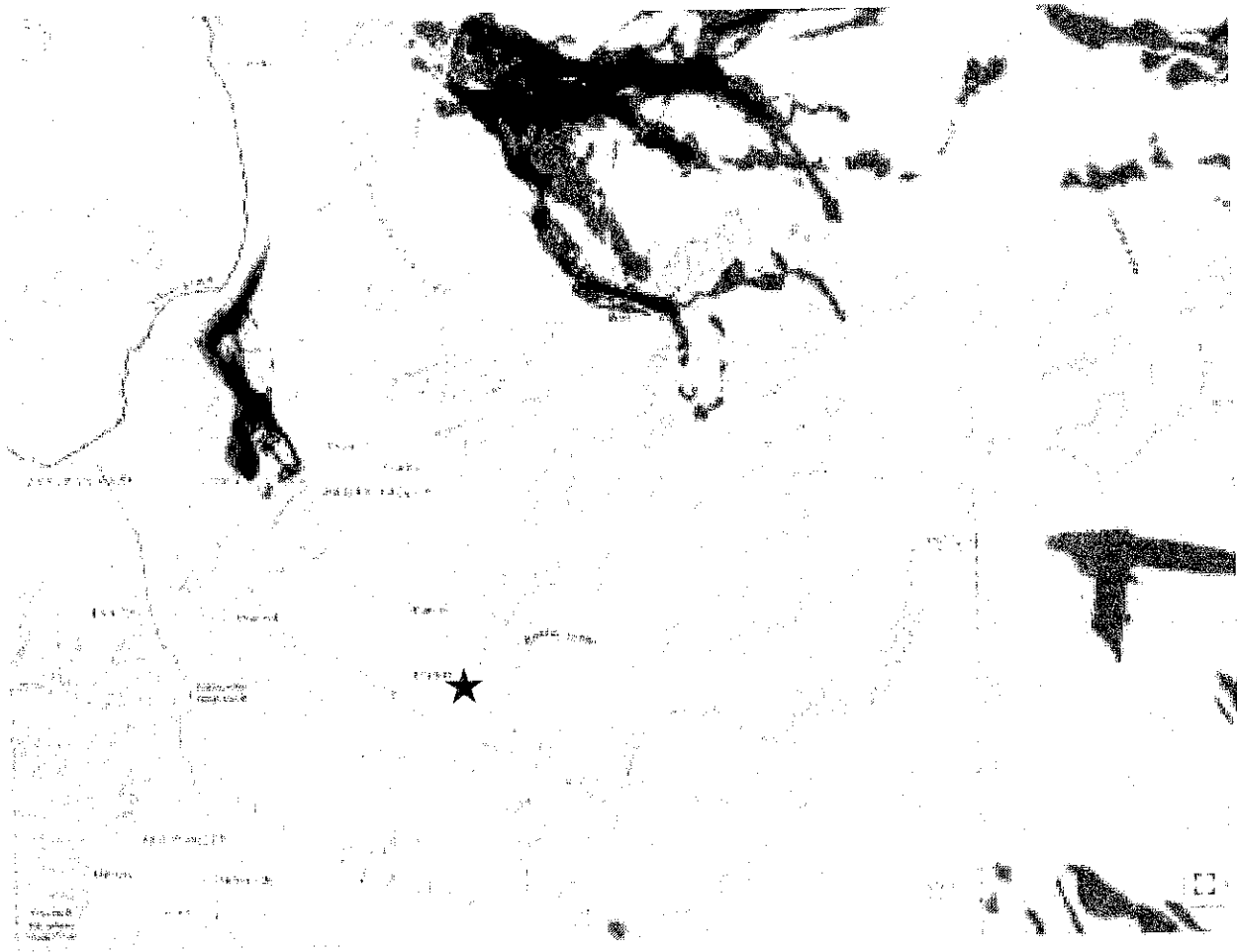
Mapping Migration Corridors

Some of the longest movements wildlife make each year are seasonal migrations. For terrestrial, or land-based animals, these movements can be hundreds of miles one way. Migration is critical to the health of many wildlife populations because it allows animals to access food and other resources at the time of year when they are abundant. It also allows animals to respond to harsh environmental conditions (e.g., deep snow) that may significantly reduce their survival.

Migration corridors are the paths that animals use to travel between summer and winter habitats. The knowledge of these areas is often passed down from generation to generation of wildlife species, so the same corridors are consistently used year after year. Migration corridors are not only important movement pathways, but also provide critical seasonal resources when animals stop over for short periods within corridors.

In our modern world, it can be difficult for animals, especially land animals, to move long distances. Seasonal migrations may take animals across busy roads, over fences or through human developments. These obstacles can act as barriers to migration or increase the chance that the animal will be killed while migrating. However, by documenting migration corridors, we can help reduce the impacts that humans have on wildlife movement.

To map migration corridors, biologists and researchers place small GPS tracking devices on animals to monitor their movements. The tracking data is then analyzed with sophisticated modeling techniques that produce maps to show where corridors are and how often they are being used. Corridor maps are especially useful for land-use planning because they highlight areas that facilitate the movement of large numbers of animals. Use the map below to explore the locations of migration corridors in Utah.





Utah Division of Wildlife Resources
1594 W. North Temple
Salt Lake City, UT 84116
(801) 538-4700, wildlife.utah.gov

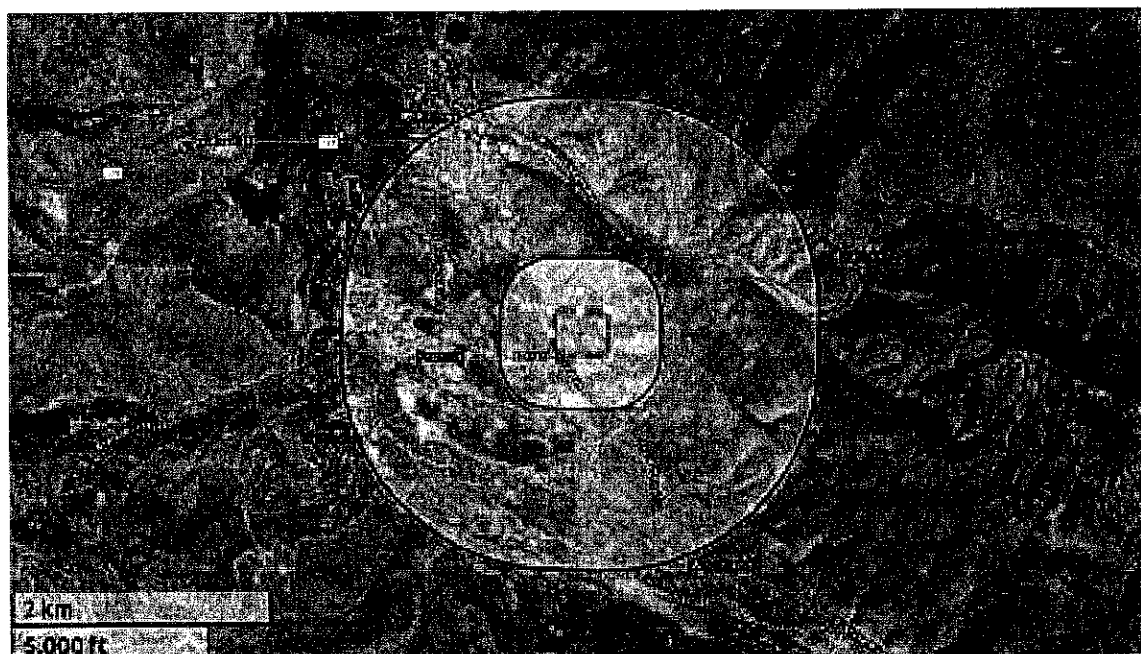


Report Number: ant_16994
Report Date: 2025-03-21 11:14:33

Foothills at Francis Gate

Location: 2040 High Country Lane, Francis, UT 84004

Description: Single Family Homes



Project Area of Interest with a half-mile and two-mile radius.

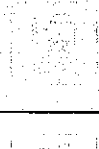
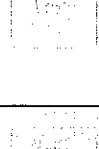
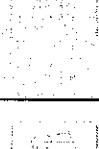
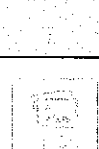
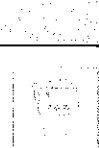
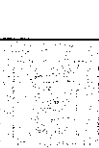
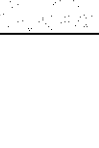
Half-Mile Radius

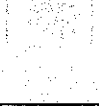
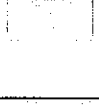
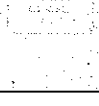
Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Red-tailed Hawk	<i>Buteo jamaicensis</i>	None	None	2010-05-09	

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
<u>Bear Lake Springsnail</u>	<i>Pyrgulopsis pilsbryana</i>	SGCN	None	2021-04-29	

Two-Mile Radius

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
<u>Red-tailed Hawk</u>	<i>Buteo jamaicensis</i>	None	None	2014-04-17	
<u>Golden Eagle</u>	<i>Aquila chrysaetos</i>	SGCN	None	2014-04-17	
<u>Big-ear Radix</u>	<i>Radix auricularia</i>	None	None	2021-09-15	
<u>Marsh Pondsail</u>	<i>Stagnicola elodes</i>	None	None	1942-PRE	
<u>Meadow Slug</u>	<i>Deroceras laeve</i>	None	None	1940-09-06	
<u>Wrinkled Marshsnail</u>	<i>Stagnicola caperata</i>	None	None	1939-09-20	
<u>Forest Disc</u>	<i>Discus whitneyi</i>	None	None	1940-09-06	
<u>Rocky Mountainsnail</u>	<i>Oreohelix strigosa</i>	None	None	1941-11-09	

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
	<i>Bombus rufocinctus</i>	None	None	1970-08-26	
<u>Ubiquitous Peaclam</u>	<i>Pisidium casertanum</i>	None	None	1942-PRE	
<u>Uintah Snowfly</u>	<i>Capnia uintahi</i>	None	None	1984-03-17	
[No Common Name]	<i>Galba rustica</i>	None	None	1935-PRE	
<u>Western Glass-snail</u>	<i>Vitrina pellucida</i>	None	None	1939-09-20	
<u>Tadpole Physa</u>	<i>Physa gyrina</i>	None	None	1939-09-20	
<u>Black Gloss</u>	<i>Zonitoides nitidus</i>	None	None	1940-09-26	
<u>Lovely Vallonia</u>	<i>Vallonia pulchella</i>	None	None	1939-08-31	
<u>Western Pearlshell</u>	<i>Margaritifera falcata</i>	SGCN	None	2020-07-21	
<u>Deseret Mountainsnail</u>	<i>Oreohelix peripherica</i>	None	None	1939-05-20	
<u>Bear Lake Springsnail</u>	<i>Pyrgulopsis pilsbryana</i>	SGCN	None	2021-04-29	

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
<u>Top-heavy Column</u>	<i>Pupilla syngenes</i>	SGIN	None	1942-PRE	
<u>Smooth Greensnake</u>	<i>Opheodrys vernalis</i>	None	None	2010-07-21	
<u>Rubber Boa</u>	<i>Charina bottae</i>	None	None	2010-06-25	
<u>Western Chorus Frog</u>	<i>Pseudacris maculata</i>	None	None	2018-05-10	
<u>Columbia Spotted Frog</u>	<i>Rana luteiventris</i>	SGCN	None	2023-05-15	
<u>Bonneville Cutthroat Trout</u>	<i>Oncorhynchus clarkii utah</i>	None	None	2010-08-23	

Definitions

State Status	
SGCN, SGIN	Species of greatest conservation need (SGCN) or the special subcategory, species of greatest Information need (SGIN), are listed in the Utah Wildlife Action Plan (UWAP) and also included in the Utah Field Guide
U.S. Endangered Species Act	
LE	A taxon that is listed by the U.S. Fish and Wildlife Service as "endangered" with the probability of worldwide extinction
LT	A taxon that is listed by the U.S. Fish and Wildlife Service as "threatened" with becoming endangered
LE;XN	An "endangered" taxon that is considered by the U.S. Fish and Wildlife Service to be "experimental and nonessential" in its designated use areas in Utah
C	A taxon for which the U.S. Fish and Wildlife Service has on file sufficient information on biological vulnerability and threats to

	justify it being a "candidate" for listing as endangered or threatened
PT/PE	A taxon "proposed" to be listed as "endangered" or "threatened" by the U.S. Fish and Wildlife Service

Species Distribution and Habitat Suitability Models

Species distribution and habitat suitability models (SDHMs) can inform wildlife management decisions such as habitat protection, enhancement, and restoration. They may also help assess environmental impacts by identifying species' habitats. When reevaluating SDHMs with new information, they can help identify or track changes or trends in habitat quality. SDHMs assess habitats' spatial arrangement and connectivity, identify crucial habitats, or describe the environmental conditions a species selects. SDHMs provide an understanding of the impacts of invasive species spread and identify suitable areas for species translocations/re-introductions.

SDHMs show a predicted suitable habitat for a species based on various biotic and abiotic environmental factors. These models may be useful for statewide evaluation but should not be considered verified species presence or absence. Field survey information should be utilized to verify the presence or absence of taxa when making species-specific decisions. Models produced by the Utah Division of Wildlife Resources (DWR) were conducted using a blend of Generalized Linear Models, Generalized Additive Models, Random Forest Models, Boosted Regression Tree Models, and Maximum Entropy Models.

Mitigation Strategies

Typical recommendations to consider and help guide project activities to avoid, minimize or mitigate impacts on wildlife and their habitats from project disturbances are displayed below for some wildlife species found within/near your project area.

Common Name	Strategy
Golden Eagle	Avoid disturbance within 0.5 miles from nest Feb. 1 - Aug. 15
Elk	Avoid disturbance in crucial winter habitats Dec. 1 - Apr. 15. Avoid, minimize or mitigate impacts from large-scale development that occur within crucial elk habitats. Voluntary mitigation is recommended at a 4:1 ratio, meaning 4 acres of improved or conserved habitat for every 1 acre of disturbance.
moose	Avoid disturbance in crucial winter habitats Nov. 1 - May 15. Consider voluntary mitigation if avoidance is not possible or there is permanent habitat loss.

The DWR understands that mitigation strategies might conflict. Please reach out to DWR staff to develop strategies to minimize impacts on wildlife while still achieving project goals. Your project is located in the following UDWR region(s):

DWR Region Full Name	Regional Phone	Impact Analysis Biologist	Email	Phone
Northern Region	801-476-2740	Melissa Early	mearly@utah.gov	801-386-4885

This project area contains multiple valuable wildlife habitats, where standard recommendations may conflict or be overburdensome. We strongly recommend reaching out to our team of experts for tailored/project-specific suggestions and solutions and DWR staff may contact you.

Wildlife Action Plan

The Utah Wildlife Action Plan (UWAP) is Utah's guiding document for native species conservation. The DWR encourages parties to use the UWAP in their environmental planning, as it provides a conservation framework to prevent future listings under the ESA.

Disclaimer

The information provided in this report is based on data existing in the Utah Division of Wildlife Resources' central database at the time of the request. It should not be regarded as a final statement on the occurrence of any species on or near the designated site, nor should it be considered a substitute for on-the-ground biological surveys. Moreover, because the Utah Division of Wildlife Resources' central database is continually updated, any given response is only appropriate for its respective request.

The Utah DWR provides no warranty nor accepts any liability occurring from any incorrect, incomplete, or misleading data or from any incorrect, incomplete, or misleading use of these data.

The results include a query of species tracked by the Utah Natural Heritage Program and Utah Division of Wildlife Resources, which includes all species listed under the U.S. Endangered Species Act, species in the Utah Wildlife Action Plan, and other species. Other significant wildlife values might also be present on the designated site.

For additional information about species listed under the Endangered Species Act and their Critical Habitats that may be affected by activities in this area or for information about Section 7 consultation under the Endangered Species Act, please visit <https://ecos.fws.gov/ipac/> or contact the U.S. Fish and Wildlife Service Utah Ecological Services Field Office at (801) 975-3330 or utahfieldoffice_esa@fws.gov.

The "Not For Consultation" watermark is meant to inform users that this tool is not a substitute for the U.S. Fish and Wildlife Service (USFWS) environmental review process. While this tool provides courtesy information on ESA species for context, the U.S. Fish and Wildlife Service is the authority on Information for Planning and Consultation Endangered Species Act Reviews. Additionally, the Wildlife Habitat Analysis Tool provides information to assist in analysis but does not replace coordination and consultation with Utah Division of Wildlife Resource biologists who can often serve as an expert resource for site-specific information.

Supplemental Data

Unmapped Corridors

Unmodeled Corridors:

Absent

Wildlife Habitat Information

Species	Season	Value	Comments
Black Bear	year-long	crucial	
California Quail	year-long	crucial	
Dusky Grouse	year-long	crucial	

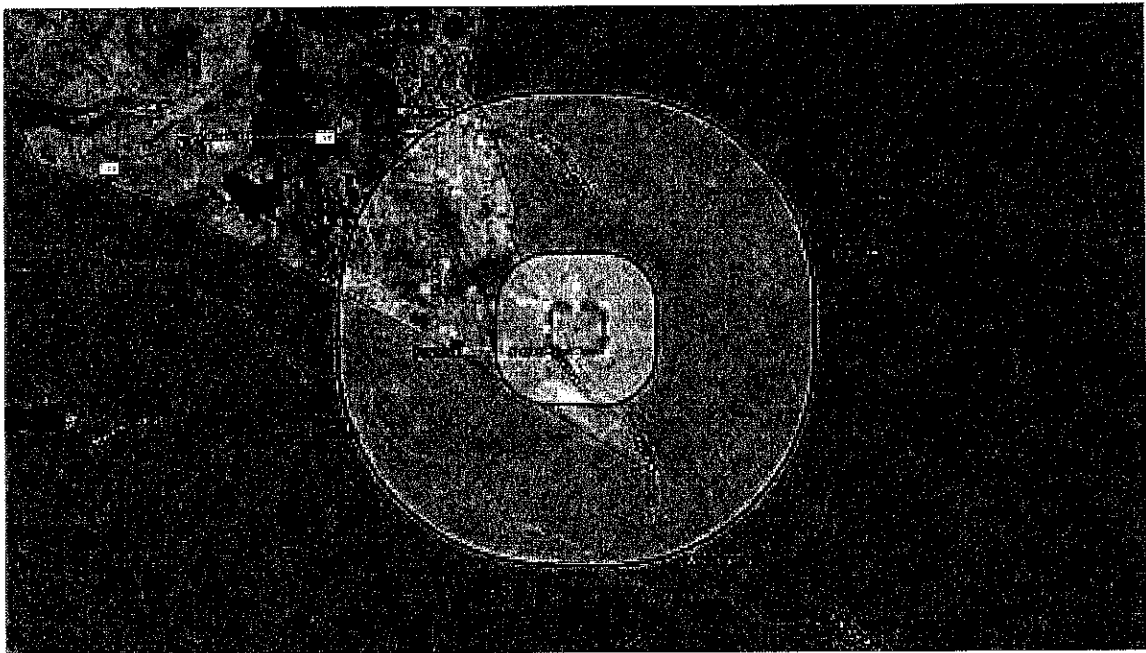
Species	Season	Value	Comments
Elk	winter	crucial	
Hungarian Partridge	year-long	substantial	
Moose	winter	crucial	
Mule Deer	winter	substantial	
Ruffed Grouse	year-long	substantial	
Turkey	year-long	NA	
White-Tailed Jackrabbit	year-long		

Elk Habitat



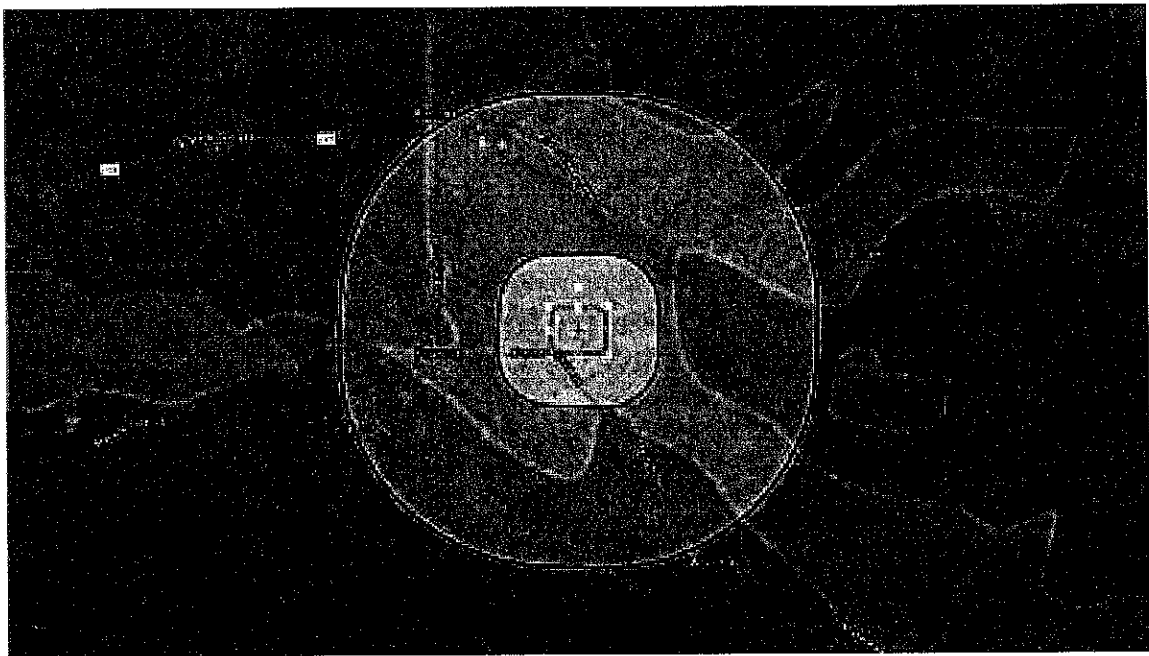
Season	Species	Value	Comments
winter	Elk	crucial	

Moose Habitat



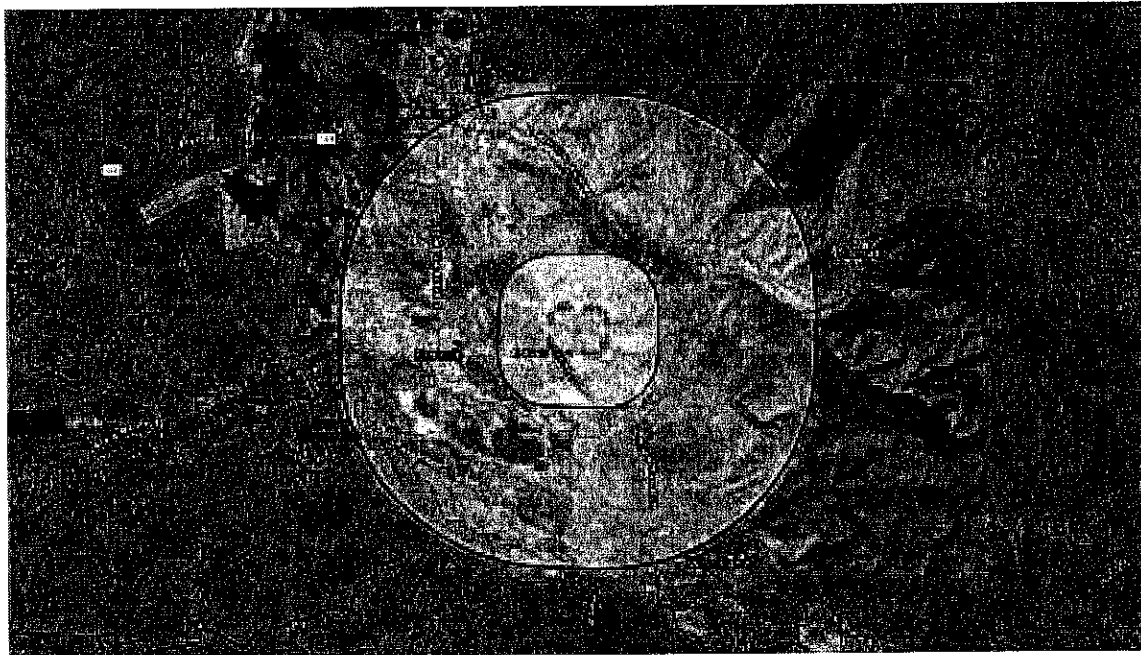
Species	Season	Comments	Value
Moose	winter		crucial

Mule Deer Habitat



Comments	Season	Species	Value
	winter	Mule Deer	substantial

Terrestrial Key Habitat



Description: These polygons representing 13 terrestrial key habitats have been generalized for web mapping applications, and often under-represent the presence of key habitats, particularly small areas of discontinuous habitat.

Habitat Name
Lower Montane Mixed Conifer
Mountain Sagebrush
Mountain Shrub

Report Generated For

Name: Robert
Organization: ARC Developers, LLC
Email: rob@arcdevelopers.com
Phone: (425)-295-5593

End of Report

Thank you for using the Utah Wildlife Habitat Analysis tool. Feel free to reach out to the department for additional information or assistance.



Memo

To: Francis City Council
From: Katie Henneuse, City Planner
Date: April 24, 2025
Re: Foothills at Francis Gate Area of Disturbance

I am writing this memo to describe the background of the Area of Disturbance (AOD) for the Foothills at Francis Gate Subdivision in Francis City.

In the Foothills at Francis Gate Design Guidelines, the AOD is defined as: "The portion of each lot within which all improvements, including structures, decks, walks, landscape improvements, grading, drainage swells, drainage field, parking, garage, fencing, and all mechanical area must be located, and is the only area of the lot where alterations of, or disturbance to, the natural landscape may occur."

The developer entered into a written annexation agreement with Francis Town on December 20, 2006. At the time, the development was known as the Butters Annexation or the Tifton Hills Subdivision. Some of the main components of the annexation agreement related to preserving the natural landscape and wildlife in this area. These conservation obligations are as follows:

1. Conduct wildlife study to determine and address impacts to wildlife by this development. Make modifications to the development to protect wildlife as determined by the town.
2. Conduct soils, slope, and erosion study to determine and address impacts to health and safety.
3. Create and record a conservation easement on 120 mountainous acres adjacent to the development within the unincorporated county.
4. Create and record a conservation easement on a 20-foot wide buffer zone around the entire perimeter of the development.

The wildlife habitat memo (attached) said the Utah Division of Wildlife Resources identified the property as "crucial winter range" for mule deer and elk. Based on the findings of the wildlife study and the desire of the town to limit the visibility of the homes on the hillside, the town and developer agreed to a 12,500 square foot AOD for each lot. The height of structures on certain lots was also reduced to limit visibility of the homes.

The subdivision plat identifies several of the key conservation requirements (see attached) – the AOD (Note 4), building height reductions (Note 6), 20 ft preservation easement around the development, open space, and natural drainage easements. The plat would need to be amended to change the AOD.

The Foothills at Francis Gate Design Guidelines would also need to be updated to change the AOD. Currently, the Design Philosophy section says, "At the heart of the Foothills at Francis Gate community is the desire for the land and structures to blend together...To preserve and protect design scheme for and scenic value of the project, no improvements of any kind or modification of the natural condition of any land within the development parcel shall be permitted without prior review and written approval of the Design Review Committee." In Section 2.2 Building Envelope Location, it says, "The Building Envelope concept, also know as the Area of Disturbance, is a major component of the philosophy of site planning for each individual lot...The Area of Disturbance, exclusive of the driveway, may not exceed 12,500 square feet."

Wildlife Habitat-Butters Development, Town of Francis

16 February 2007

Dwight Bunnell
Sage Country, Inc.
Consultants in Wildlife and Land Conservation

Re: Butters Annexation and Subdivision Development, Town of Francis, Summit
County, Utah.

To: Mr. Randy Butters
Town of Francis

CC: Utah Division of Wildlife Resources
Summit County Planning Department

I am responding to Mr. Butters' request that I make an independent third party analysis of the likely future consequences to wildlife and wildlife habitat resulting from the development of a subdivision on lands east of Foothill Drive that have been recently annexed into the town of Francis. My purpose in offering these comments is to provide some analysis of the developments impacts on wildlife and formulate recommendations intended to provide for the protection, mitigation and, in some areas, the enhancement of wildlife values, on lands impacted by the development. As a professional wildlife biologist who has worked for over 35 years to protect and develop wildlife habitat throughout Utah, I would prefer that developments which impact wildlife not take place. However, as the father of six children, all married and living in Utah, I recognize the need for thoughtful development of family housing. In my opinion, this development qualifies as a thoughtful effort to provide for needed housing in a highly desirable location and provides opportunities to permanently protect and possibly even enhance the value of the surrounding wildlife habitat.

As noted by the Utah Division of Wildlife Resources in their letter to the town of Francis (18 September, 2006), the land being developed is "crucial winter range" for mule deer and elk. Lack of sufficient winter range is the a key limiting factor for populations of big game throughout the Wasatch Mountains of northern Utah; where large expanses of high quality summer range but only limited amounts of winter range are available to big game. The development of year-round housing on what is now crucial winter range will result in the physical loss of some winter range acreage thereby decreasing the number of big game that can exist in the area; especially during heavy winters such as were experienced in the area in 1972/73, 1978/79, and 1991/92. The area being developed and the surrounding open lands also provide habitat for many other species of wildlife, provide very desirable open space, and provide important watershed values. The area is foothill sage-steppe which has been identified by the Division of Wildlife Resources as one of the most valuable and threatened habitat types for neotropical migrant songbirds. Blue Grouse, one of Utah's four native grouse species, use the area during the spring for breeding activities. Numerous small and medium sized mammals and small reptiles also inhabit the area.

Wildlife Habitat-Butters Development, Town of Francis

Development within such important wildlife habitat could be very detrimental, however in this case, the developer is to be commended for minimizing the actual loss of wildlife habitat and other values by employing a clustered development plan which leaves over 80% of the potentially developable land in the area untouched and for willingly donating a perpetual conservation easement on adjacent land he owns. These efforts are significant and serve as a model for other developers. Not only can this development serve as a model for future development but it offers the Town of Francis and area residents some important opportunities.

In my opinion, the most significant factors associated with this proposal is that this annexation and development provide an opportunity to permanently protect the very high wildlife, aesthetic, and open space values of the lands immediately surrounding the development. The permanent protection of habitat is accomplished through a conservation easement and deed restrictions on the number of homes that can be built on the adjoining parcels. The fact that nearly five-hundred acres of wildlife habitat and open space could be permanently protected by provisions of this develop is very significant for the future of wildlife in the area.

A very important part of the area that can be protected is the 160 acres of School Trust Lands immediately east of the subdivision. However, because the School Trust Lands are bordered on the east side by private lands, the only sure way to assure that the School Trust Lands remain undeveloped wildlife habitat and open space is to remove the lands from of the trust through equal value trade or through purchase. My experience and contacts with DWR lead me to believe that the Division would be very eager to acquire the trust lands and would be willing to offer surplus lands from their inventory for possible trade. There are many reasons to believe that these negotiations could be successful and could provide the nucleus for an ongoing effort to establish a wildlife, open space, and watershed protection area.

The foothill lands east of Foothill Drive, beginning at Beaver Creek on the north and continuing south to the old quarry along East Lower Provo Canyon Road near Woodland are very valuable wildlife and open space lands. This area is basically all private land. It would be very worthwhile to survey the landowners in this area to determine which landowners are open to the idea of conserving their lands through conservation easements, sell to conservation buyers, or zoning. The protection of an additional few hundred acres east or southeast of the development (via purchase and/or easement, on a strictly willing landowner basis) could connect the protected lands near the development to national forest land and state wildlife lands thereby maintaining an important wildlife migration corridor and the very valuable conservation, open space, aesthetic and other public values in the area.

My experience dealing with numerous private landowners in northern Utah has demonstrated that a large share of these landowners have strong ties with their lands. When offered an economically viable opportunity to maintain their lands for traditional uses, many landowners prefer to maintain their lands for their families and continue

Wildlife Habitat-Butters Development, Town of Francis

traditional uses. Numerous case studies have demonstrated that conservation of open space, wildlife habitat and other so called green "values" gained by working cooperatively with landowners increases property values in the surrounding area and contributes to the quality of life enjoyed by area residents.

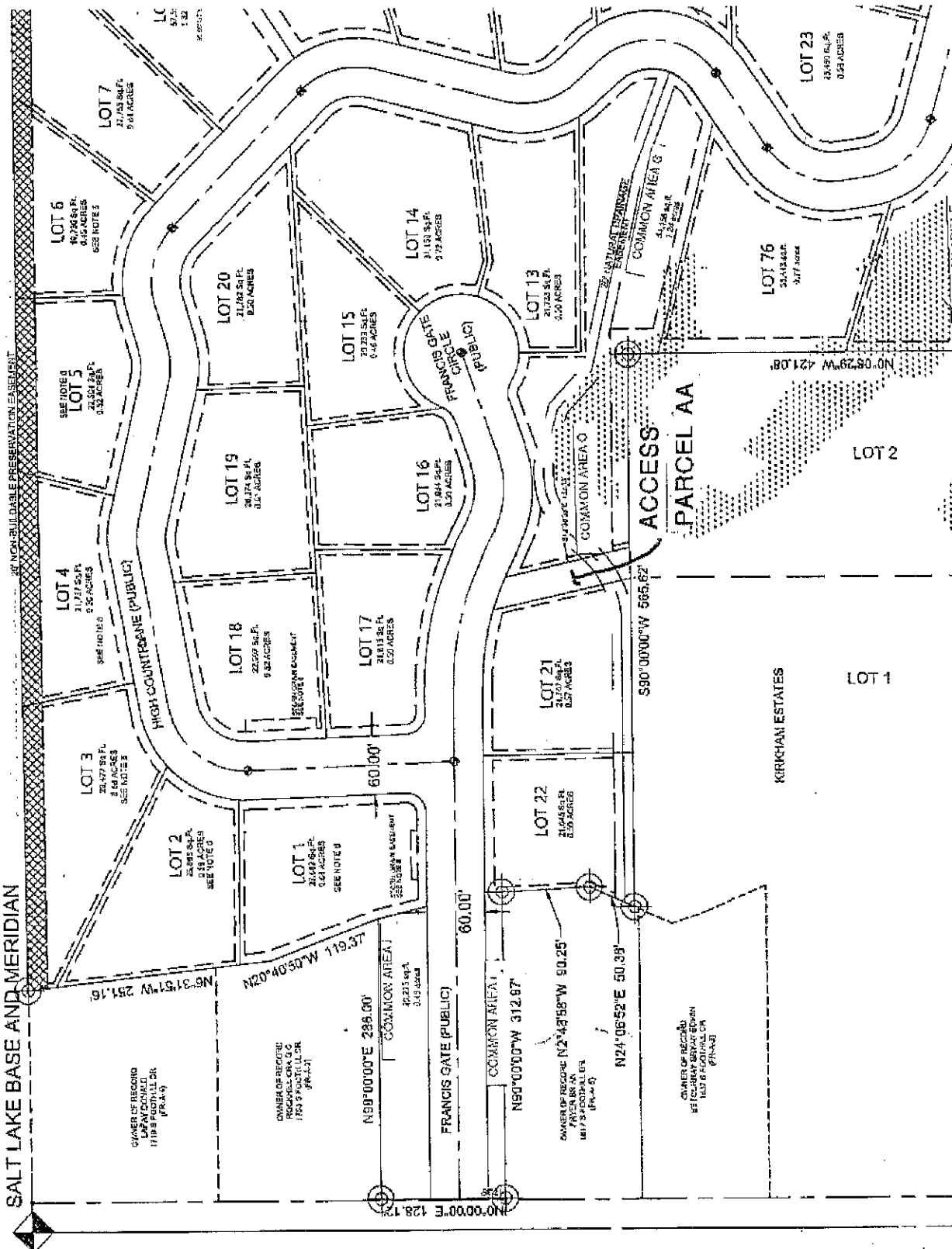
It is important to note that there are also numerous opportunities to improve the wildlife habitat in the areas protected by the Butters Conservation Easement and on surrounding lands.. A wildlife habitat protection and development plan for the area could include seeding of desirable plants, removal of weeds, provision of nesting boxes for migratory songbirds, and planting of selected native trees and shrubs. All of these projects could be accomplished through the use of volunteers including the new homeowners who will all have a vested interest in protecting and maintaining the area. DWR is now involved in a broadly supported watershed and wildlife habitat protection initiative (the Utah Partners for Conservation Development) that is strongly supported by Governor Huntsman and the Utah Legislature, which could potentially provide technical support and funds for habitat improvement and protection in this important wildlife area. DWR also has a Dedicated Hunter program that each year provides thousands of hours of volunteer help for approved wildlife protection and development projects.

When considered from the broad perspective, the Butters Development represents a thoughtful and prudent approach to development within important wildlife habitat. There will be some negative impacts from the proposed development but there are also some very positive aspects to the proposal and some significant conservation opportunities are accomplished and other opportunities that might otherwise be overlooked are made available because of the development.

I would be happy to provide additional information and answer any questions that might arise from this report. I am available to meet with the Town of Francis if that would be helpful. I appreciate the opportunity to review and comment on this development.

Attachment: Brief Biographical sketch of Dwight Bunnell

WALTER D. RECORD
2-28-50 FOR A. A. RITA, FBI
CD-2005

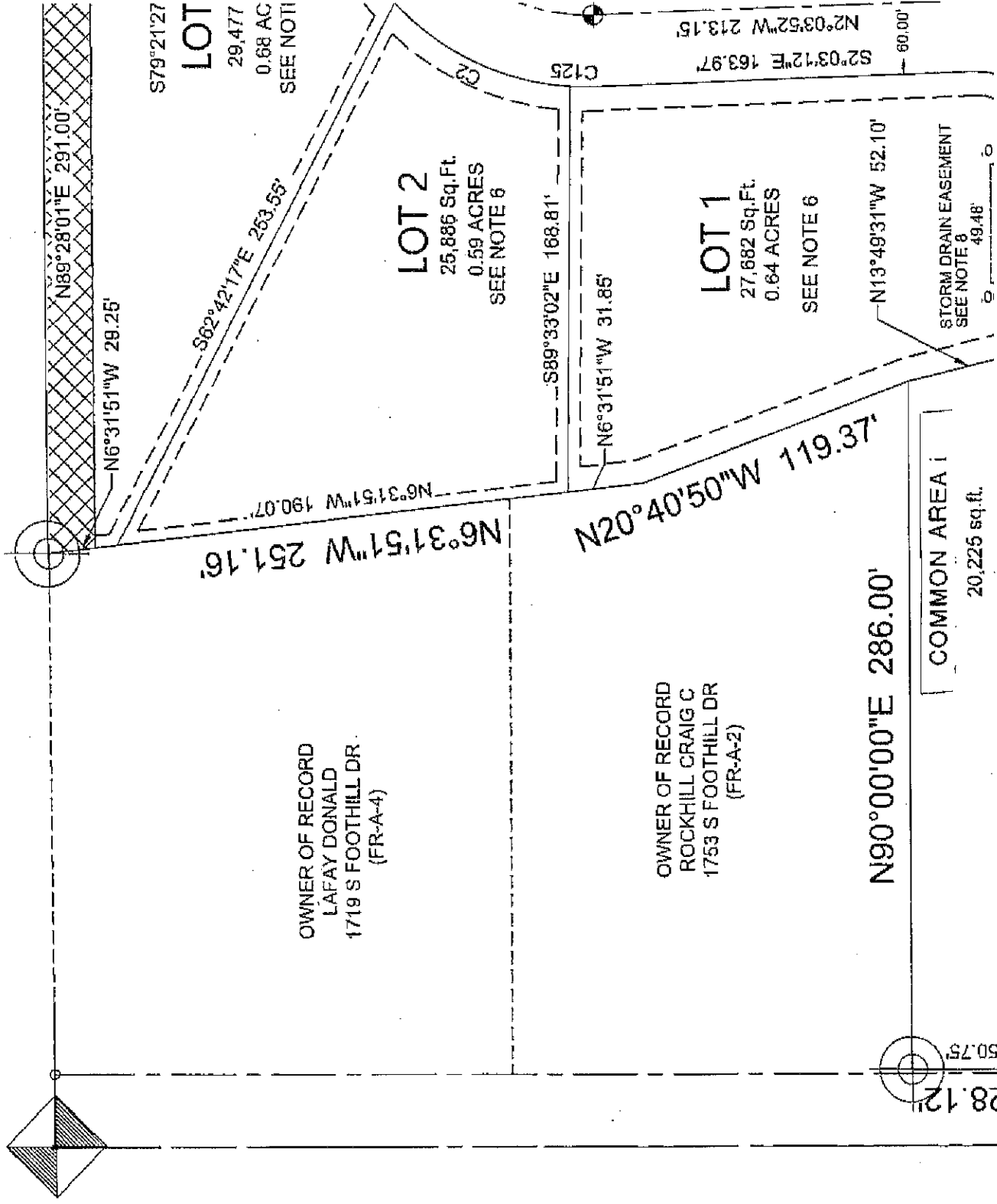


LINE TABLE			
LINE #	LENGTH	BE.	
L2	31.34	S7	
L3	35.22	S1	
L4	30.23	N9	
L5	43.47	S1	
L8	26.92	S8	
L12	21.42	N4	
L13	38.65	N5	
L14	21.18	S8	
L16	140.25	S2	
L17	122.98	S3	
L18	54.38	S5	
L19	29.37	S1	
L20	49.63	S6	
L21	29.98	N8	
L22	46.54	S5	
L23	60.10	S2	
L24	27.25	S4	
L25	46.16	S7	
L26	53.27	S3	
L27	53.73	S7	
L28	20.88	S6	
L29	60.53	S4	

- ACCESS PARCEL AA
FOR KES-2 LOT 2 KIRKHAM ESTATES

BEGINNING AT THE NORTHEAST CORNER OF LOT 21 OF THE FOOTHILLS AT FRANCIS GATE SUBDIVISION BEING PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 10°20'03"E EAST 145.05 FEET TO THE NORTHEAST CORNER OF LOT 2

WEST QUARTER CORNER SECTION 27
TOWNSHIP 2 SOUTH, RANGE 6 EAST
SALT LAKE BASE AND MERIDIAN



S79°21'27"
LOT
29,477
0.68 AC
SEE NOTE 6

COMMON AREA i
20,225 sq. ft.

28.12'
50.75'

SHEET 3 MATCH LINE

S0°32'18"E 59.26'

S0°32'18"E 243.70'

S0°32'18"E 162.59'

S0°32'18"E 741.24'

S89°28'01"W 439.70'

N0°06'01"E 430.69'

OWNER OF RECORD
HUNTER PATRICIA L.
FT-1-E

LOT 4

ESTATES

LOT 31
23,273 Sq.Ft.
0.53 ACRES

23,273 Sq. Ft.
0.53 ACRES

26,488 sq.ft.
0.61 acres

26,488 sq.ft.
0.61 acres

S77°25'04"E 351.82' --- N77°25'04"W 183.61'

S44°43'00"W 24.21'-

LOT 71
57,405 sq. ft.
1.32 acres

57,405 sq. ft.
1.32 acres

LOT 32
27,194 Sq.Ft.
0.62 ACRES

27,194 Sq.Ft.
0.62 ACRES

LOT 70
49,802 sq.ft.
1.14 acres

49,802 sq. ft.
1.14 acres

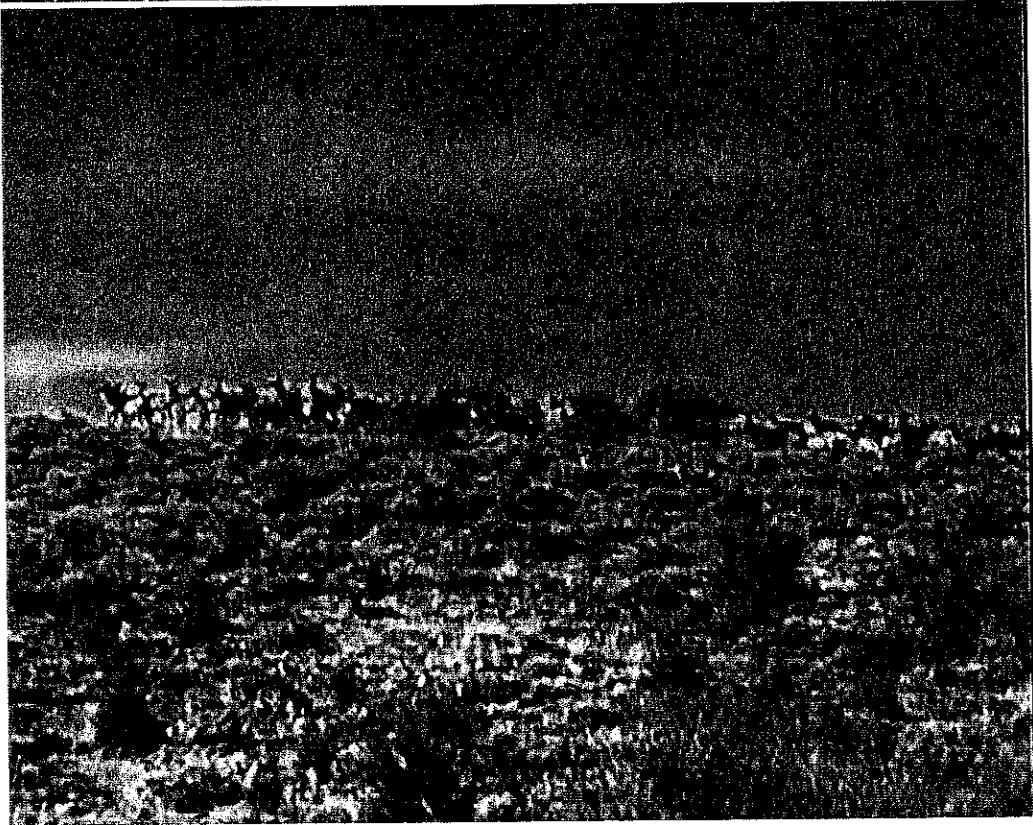
LOT 69
45,616 sq.ft.
1.05 acres

45,616 sq. ft.
1.05 acres

S23°05'03"E 15.41'

387.57

20





Staff Report

To: Francis City Council

From: Katie Henneuse, Scott Kettle, Brad Christopherson

Report Date: May 5, 2025

Meeting Date: May 8, 2025

Title: Rhodes Valley (Formerly Circle T) Phase 2 and 3 Development Agreement

Background:

Final plat approval for the Circle T subdivision was granted in 2007. A Development Agreement (DA) was executed in 2017. The DA set the conditions and obligations for the entire project. The infrastructure was partially installed before Phase 1 went bankrupt. A subdivision plat was never recorded.

Phase 1 was sold separately from Phases 2 and 3. The City Council approved two DAs that separated the obligations of the two different owners. The Phase 1 DA was approved in April 2022. The Phase 2 and 3 DA was approved in April 2024 but was never recorded. The new owner of Phases 2 and 3 (Rhodes Valley LLC) is seeking approval of an updated DA. There are 57 new lots in Phases 2 and 3.

Summary of Updates:

The following updates from the DA approved by the City Council in April 2024 are proposed:

1. Change the name of the subdivision from Circle T Ranches to Rhodes Valley Estates.
2. Update ownership of subdivision to Rhodes Valley LLC and the Kirkham's.
3. Reduced water requirement (42.06 net acre feet instead of 57 net acre feet). The developer plans to limit outdoor irrigation to 4,000 sq-ft per lot by deed restriction and HOA enforcement mechanisms (see attached explanation from Nathan Bracken). Francis City Code Section 17.20.290 regulates the water shares to be turned in for subdivisions. It allows developers to turn fewer water shares if there is a plat note restricting outdoor irrigation.
4. The developer plans to turn in an extra 0.50-acre feet of water. Credit would be applied to other developments in Francis.
5. Developer will construct a City park in the subdivision. The developer will construct the park, the HOA will maintain the park, and the City will supply the water.

6. Reduce the warranty period for all project improvements from two years to one year to be in line with State Law (UCA 10-9a-103 and UCA 10-9a-604.5).
7. Change the annexation fee payment as follows: Phase 2 - \$257,120 and Phase 3 - \$108,000. In April 2024 City Council approved fee payments of: Phase 2 - \$277,120 and Phase 3 - \$128,000. The change was not tracked in red and no explanation for this change was given. Rhodes Valley LLC paid \$257,120 in annexation fees for Phase 2 in March 2025.

Analysis:

It is up to the discretion of the City Council if they want to change the developer's obligations. The reduction in water and warranty period are allowed by City Code and State Law, but it is not required for this subdivision because these obligations were previously agreed to by the developer.

Francis City has never allowed for limiting outdoor irrigation on lots of this size. Typically, this has been done on larger lots of an acre or more. Hart Crossing, Stewart Ranches, and Francis Commons all required less water per lot than a typical subdivision in Francis because they have smaller lots in conservation subdivisions or cottage or multifamily housing. Water was turned in for all acreage not covered by homes, driveways, roads, and open space in these subdivisions.

Staff are concerned about City enforcement of the limited outdoor irrigation requirements the developer is suggesting. The developer has agreed to place a deed restriction on each lot and to have the HOA enforce the 4,000 sq-ft irrigated landscaping requirements. Ultimately, though the City will be responsible for enforcement if the HOA dissolves.

Hart Crossing is a conservation subdivision, and the lots are smaller and clustered to allow for open space. Staff noticed that many of the lots in this subdivision had significant water overages last summer (any amount over 15,000 gallons is an overage, see attached sheet). This may be due to lawn being established on these lots. The lot sizes with addresses on Hart Loop range from 0.20 acres to 0.65 acres. The average lot size in the Circle T subdivision is 0.5 acres. The City Council may want to consider this water usage data in deciding whether to approve the Rhodes Valley DA.

Staff Recommendation:

Carefully review and discuss the proposed changes. Give approval for the Mayor to sign the agreement if it is in the best interest of the City with the condition that the DA be updated to include the deed restriction and HOA enforcement mechanism as described by Nathan Bracken's email dated April 24, 2025.

Community Review:

A public hearing is not required for this item.

Except from Nathan Bracken Email Dated April 24, 2025

- Deed Restriction. Rusty would record a deed restriction on each lot or the development as a whole, whichever the City prefers, that would restrict each lot up to 4,000 square feet of irrigated acreage. The HOA would enforce the deed restriction, which would be described in the deed restriction. Rusty will also install artificial turf in the front yards of the homes, so any irrigated landscaping would occur in the back yards. Importantly, irrigated sod will not be mandatory, so some lots may not have any irrigated sod at all and may only have xeriscape or non-sod landscape themes. Although the HOA will do the enforcement, we'd also be willing to include language in the deed restriction to allow the City to enforce the limitation if needed (e.g., the HOA dissolves). We know the City doesn't want to enforce the irrigated acreage limits and our intent here is only to give the City extra assurance that the irrigated acreage limitations will be effective and can't be ignored. We also intend to model the deed restriction on the City's sewer pump agreement.
- HOA Documents. Rusty's HOA consultant is revising the HOA documents to include these limitations, assuming this approach is acceptable to the City.

Water Usage in the Hart Crossing Subdivision on Hart Loop

	Summer 2024 Water Usage, Gallons			
Address	June	July	Aug	Sept
778 Hart Loop	16,000	48,000	29,000	23,000
802 Hart Loop	47,000	31,000	33,000	28,000
832 Hart Loop	55,000	45,000	46,000	33,000
843 Hart Loop	35,000	56,000	59,000	38,000
852 Hart Loop	38,000	42,000	44,000	30,000
876 Hart Loop	38,000	22,000	20,000	17,000
885 Hart Loop	69,000	53,000	46,000	25,000
943 Hart Loop	36,000	65,000	21,000	38,000
951 Hart Loop	54,000	50,000	44,000	51,000
962 Hart Loop	35,000	33,000	36,000	30,000
971 Hart Loop	38,000	41,000	28,000	26,000
981 Hart Loop	53,000	51,000	76,000	76,000
985 Hart Loop	43,000	59,000	65,000	47,000
995 Hart Loop	29,000	57,000	64,000	40,000

WHEN RECORDED, MAIL TO:

Francis City

Attn: Mayor

2317 South Spring Hollow Road

Francis, Utah 84036

Affects Parcel No(s). [insert parcel nos.]

CIRCLE T RANCHES RHODES VALLEY ESTATES PHASES 2 AND 3
SUBDIVISION DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of the _____ day of _____, 2024~~2025~~, by and between ~~A AND D RHODES VALLEY INVESTMENTS FRANCIS LLC~~, a Utah limited liability company, JOHN W. KIRKHAM and LOIS KIRKHAM (collectively referred to herein as "**Developer**"), and the CITY OF FRANCIS, a political subdivision of the State of Utah (hereinafter called "**City**"). Developer and the City are, from time to time, hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**." Unless otherwise noted herein, this Agreement supersedes and replaces any previous development agreements entered into by and between Developer and the City involving the same Property (defined below) and is the entire, complete Agreement between the Parties.

RECITALS

A. The City, acting pursuant to its authority under Utah Code Ann. Section 10-9a 101, *et. seq.*, in compliance with the Francis City Zoning Ordinance, including but not limited to Chapter 6 thereof, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, has made certain determinations with respect to the proposed Circle T Ranches Subdivision and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals, and objectives of the City, and the health, safety, and general welfare of the public.

B. The City and a previous landowner/developer entered into a Development Agreement dated December 27th, 2017 to develop all three phases of Circle T Ranches.

C. The previous developer did not meet its obligations, and Phases 2 and 3 of Circle T Ranches were acquired by Developer.

D. Phase 1 of Circle T Ranches was acquired by a different entity (the "**Phase 1 Owner**"), and a separate Circle T Ranches Phase 1 Subdivision Development Agreement dated April 19, 2022, has been executed by the City and the Phase 1 Owner pertaining to the development of Phase 1.

E. Developer desires to rename Phase 2 and Phase 3 of Circle T Ranches to Phase 2 and Phase 3 of the "Rhodes Valley Estates" Subdivision (the "Project").

F. In order for Developer to develop Phase 2 and Phase 3 of Circle T Ranches the Project, the Parties are entering into a new Development Agreement to properly address the obligations of the Developer.

GF. Developer has a legal interest in certain real property located in the City as described in Exhibit A attached hereto (the "**Property**").

HG. Developer intends to develop the Property described in Exhibit A as a residential subdivision to be known as Phase 2 and Phase 3 of ~~Cirele-T Ranches~~ the Project containing 58 residential lots and a non-buildable open space lot. Attached hereto as Exhibit B is a proposed site plan for the Property (the "**Site Plan**") that identifies the proposed locations of the residential lots, the open space lot and the access roads that would comprise Phase 2 and Phase 3 of ~~Cirele-T Ranches~~ the Project. As shown on the Site Plan, Phase 2 would consist of Lots 201 through 242, inclusive, together with Open Space 1. Phase 3 would consist of Lots 301 through 316, inclusive. The proposed Lot within Phase 2 identified as Lot 221 is the location of an existing home.

IH. Each Party acknowledges that it is entering into this Agreement voluntarily. Developer consents to all of the terms of the Agreement as valid conditions of development under all circumstances.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

SECTION 1. EFFECTIVE DATE AND TERM

1.1 Effective Date.

This Agreement shall become effective on the date it is executed by Developer and the City (the "**Effective Date**"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2 Term.

The term of this Agreement (the "**Term**") shall commence upon the Effective Date and continue for a period of 25 years. This Agreement only pertains to and carries with Phase 2 and Phase 3 of ~~Cirele-T Ranches Subdivision~~ the Project and transfers to the next Developer should the ownership of the Property change. Unless otherwise agreed between the City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or the termination of this Agreement shall be rescinded or limited in any manner.

SECTION 2. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including its Exhibits.

“Applicable Law” shall have that meaning set forth in Section 4.2 of this Agreement.

“Governing Body” shall mean the Francis City Council.

“Changes in the Law” shall have that meaning set forth in Section 4.2 of this Agreement.

“Conditions to Current Approvals” shall have the meaning set forth in Section 3.1(b) of this Agreement.

“City” shall mean the City of Francis and shall include, unless otherwise provided, any and all of the City’s agencies, departments, officials, employees or agents.

“City General Plan” or “General Plan” shall mean the General Plan of the City of Francis.

“Developer” shall have that meaning set forth in the preamble, and shall also include Developer’s successors and/or assigns, including but not limited to any homeowners’ association which may succeed to control of all or any portion of the Project.

“Director” shall mean the Director of the Francis City Planning Department, or his or her designee.

“Effective Date” shall have that meaning set forth in Section 1.1 of this Agreement.

“Notice of Compliance” shall have that meaning set forth in Section 8.1 of this Agreement.

“Planning Commission” shall mean the Francis City Planning Commission.

“Project” shall mean the Property and the development on the Property of Phase 2 and Phase 3 of Circle T Ranches the Project or such other name for the Project as Developer may select, which Project is the subject of this Agreement as well as any ancillary and additional improvements or endeavors incident thereto.

“Property” shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

“Subsequent Approval” means a City approval or permit, which is not otherwise provided for in this Agreement, and which is reasonably necessary for completion of the Project as reasonably determined by the City.

SECTION 3. OBLIGATIONS OF DEVELOPER AND THE CITY

3.1 Obligations of Developer.

(a) **Generally.** The Parties acknowledge and agree that the City’s agreement to perform and abide by the covenants and obligations of the City set forth herein is material consideration for Developer’s agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) Conditions to Current Approvals. Unless otherwise stated, each requirement for the Project must be met prior to recording a plat for a Phase of the Project. Developer shall comply with all of the following Conditions to Current Approvals:

(1) Payment of Fees: Developer agrees to pay all Francis City fees as a condition of developing the Property and Project, including all engineering, planning and attorney fees and other outside consultant fees incurred by the City in relation to the Project, and fees already accrued with respect to the Project. Developer shall not be responsible for the payment to the City of any fees associated with or pertaining to Phase 1 of Circle T Ranches the Project (the "Phase 1 Fees"), which Phase 1 Fees are payable separately by the Phase 1 Owner. -All fees, including outstanding fees for prior plan checks pertaining to Phase 2 and Phase 3 of the Project (whether or not such checks are currently valid) shall be paid current prior to the recording of any plat or the issuance of any building permit for the Project or any portion thereof.

(2) Water:

(a) The Parties agree and acknowledge that the Project will require 42.06 acre-feet of water, including 26.1 acre-feet of water for the Project's indoor use (0.45 acre-feet per unit) and 15.96 acre-feet for the Project's outdoor landscaping (5.32 acres of irrigated landscaping or 4,000 square feet of outdoor landscaping per lot).

(b) Developer agrees to provide to the City a total of Developer owns 42.56 acre-feet of water, including (i) 9.18 Class A shares in the New Washington Irrigation Company, which are worth 0.93 acre-feet per share for a total of 8.54 acre-feet; and (ii) 54 Class A shares in the South Kamas Irrigation Company, which are worth 0.63 acre-feet per share for a total of 34.02 acre-feet (collectively, the "Shares"). Developer shall file and prosecute at its sole cost and expense change applications with the Utah Division of Water Rights in substantially the same form as Exhibit C (the "Change Applications") to satisfy the Project's culinary and irrigation use. Upon the execution of this Agreement, Developer shall provide the City with the certificates for the Shares ("Certificates"), which the City shall hold in escrow until such time as the Utah Division of Water Rights approves the Change Applications, provided that such approval must be satisfactory to both Parties.

(c) Developer shall transfer ownership of the Certificates to the City within thirty (30) days of the date the Utah Division of Water Rights' approval of the Change Applications becomes final and unappealable. If Developer needs access to the Certificate to process the Change Applications, including but not limited to securing any approvals that may be needed from the irrigation companies and/or to convert the shares from Class A irrigation shares to Class B domestic/municipal shares, the City shall provide the Certificates to Developer upon request and Developer shall return the Certificates or any newly converted certificates to the City as soon as reasonably practicable. Failure by Developer to return the Certificate(s) to the City in a timely manner shall constitute grounds for default under this Agreement.

(d) Upon the Parties' execution of this Agreement and the City's receipt of the Certificates to hold in escrow pursuant to this subparagraph, Developer shall be deemed to have satisfied the City's water dedication requirements and shall be entitled to record the necessary plats for the Project and to obtain building permits and certificates of occupancy in

accordance with applicable laws, regulations, and City ordinances. Developer shall also be entitled to connect the Project to the City's existing water system while Developer and the City determine which Option to pursue. The City agrees that it has sufficient water rights and capacity to supply water to the Development.

(e) The Parties acknowledge and agree that the Change Applications will authorize the City to use an additional 0.50 acre-feet within its municipal water system that is in excess of the Project's water demands. The City agrees to provide Developer with a 0.50 acre-foot credit ("Credit"), which the Developer may apply towards the water dedication requirements of any other development within Francis in which Developer or one of Developer's principals possesses an ownership interest. Developer shall apply the Credit to another development by providing a written notice to the City that identifies the name of the other development. Upon receipt of such notice, the City shall reduce the water dedication amount associated with the other development by the 0.50 acre-feet represented by the Credit.

~~(2) 1 net acre foot of water as measured in the City's well for each of the residential lots within Phase 2 and Phase 3, as identified on Exhibit B, with the exception of proposed Lot 221. Consequently, Developer shall be obligated to provide a total of 41 net acre feet of water with respect to Phase 2, and a total of 16 net acre feet of water with respect to Phase 3. The water to be provided to the City pursuant to this Section 3.1(b)(2) shall be for the benefit of the Project, to satisfy both culinary and irrigation use. The water provided by Developer shall meet all City policies and ordinances for culinary and irrigation use, respectively. Developer shall be obligated to satisfy such water obligations at the time of the recording of a subdivision plat for each separate Phase. Consequently, at the time Seller records a subdivision plat for Phase 2, Seller shall not be obligated to satisfy the water requirements with respect to Phase 3.~~

(3) Construction and/or Dedication of Project Improvements: Developer agrees to construct and/or dedicate, at Developer's expense, project improvements as directed by the City, including but not limited to roads, trails, landscaping, water, sewer, storm drains, and other utilities as shown on the approved final plans and in accordance with City standards as directed by the City Engineer. Developer also agrees to comply with the following:

(a) Developer agrees to construct and dedicate to the City a thirty (30) - foot wide portion of the road identified as 1700 South or Ranch Road over and across the location identified on the Site Plan. The portion of Ranch Road to be constructed by Developer begins at Field Hand Road, which Field Hand Road shall be located within Phase 1 of Circle T Ranches, and the portion of Ranch Road to be constructed by Developer continues eastward to the northeast corner of Phase 3, which end of Ranch Road is identified on the Site Plan as Stockman Way. The construction and dedication to the City of this portion of Ranch Road shall be a condition that Developer must satisfy in connection with the recording of the Plat for Phase 3. Developer must construct and develop this portion of Ranch Road pursuant to City standards and as directed by the City Engineer. Developer must cause to be deeded to the City, the rights-of-way necessary to construct and operate this section of Ranch Road. Developer must obtain written approval from the South Kamas and Washington Irrigation Companies for the design and configuration of this section of Ranch Road. Developer shall be obligated to provide to the City a completion bond to secure Developer's *pro rata* share of the cost to complete Ranch Road as described above. This cost ~~will~~ shall be the responsibility of the Developer of Phase 2 and Phase 3.

Commented [NB1]: We use "shall" more than "will," so swapped out the "wills" with "shall's" to be consistent throughout.

The Phase 1 Owner shall be responsible for the costs to install and complete the trail and the fence located on the other side of the ditch adjacent to Ranch Road.

(h) Developer agrees to obtain written approval from UDOT for all access to, and intersections with, state highway 35.

(c) Developer ~~will~~shall construct an asphalt trail, pursuant to City standards, along one side of the following mentioned roads in Phase 2 and Phase 3 as shown on the Site Plan: Circle T Ranch Drive, Kirkham Lane, Cattleman Cove, Maverick Lane, Prairie Loop and Stockman Way.

(d) Developer ~~will~~shall construct drainage swales along the shoulders of the roads in the Project pursuant to City standards and as directed by the City Engineer. Developer ~~will~~shall install oil separators in the drainage swales to protect the quality of the drainage water. Developer ~~will~~shall include in the Project's Covenants, Conditions and Restrictions policies requiring lot owners to protect the integrity and the cleanliness of the drainage swales.

(e) ~~Developer and/or its successors and assigns will~~shall perform all necessary snowplowing in the Project until the Project is 50 percent built out pursuant to the City's building code standards.

~~(e)(f)~~ Under the direction of the City Engineer, Developer shall construct the "Park" depicted in Exhibit D in compliance with all City standards and ordinances. Developer shall notify the City in writing when Developer has completed the Park and the City shall inspect the Park within thirty (30) dates from the date of Developer's notice to determine if the Park complies with the City's standards and ordinances. If the City determines that the Park does not comply with the City's standards and ordinances, it shall provide Developer with a written notice that describes why the Park does not comply with the City's standards and ordinances. If the City determines that the Park complies with the City's standards and ordinances, the City shall provide Developer with a written notice accepting the Park and Developer shall convey its interests in the Park to the City via quit claim deed. The City shall not unreasonably withhold, delay, or condition its acceptance of the Park. Upon obtaining ownership of the Park, and the City shall supply water to satisfy the Park's culinary and irrigation needs. Notwithstanding the City's ownership of the Park, Developer and its successors and assigns, which may include a homeowners' association, shall be responsible for operating and maintaining the Park at their sole cost and expense in accordance with the City's applicable standards and ordinances. The City shall

(4) **Covenants, Conditions and Restrictions.** Developer ~~will~~shall adopt Covenants, Conditions and Restrictions for the Project that ~~will~~shall ensure compliance with Developer's obligations contained herein. Developer ~~will~~shall allow the City to review the Covenants, Conditions and Restrictions prior to recording them, but the City ~~will~~shall have no responsibility or liability for their content or any obligation to enforce them. The Covenants, Conditions and Restrictions ~~will~~shall, however, grant the City legal authority to enforce them if the City, solely at its option, determines to enforce some, all or any of its provisions.

(5) **No Access to Lots from Rear.** The lots in the Project located along 1700 South (Ranch Road) ~~will~~shall not be allowed to be accessed from 1700 South (Ranch Road). These lots shall all be notated with an R on the plat. The recorded plat must include a note containing this restriction. Developer ~~will~~shall construct a neutral-colored six-foot privacy fence to be approved by the City Engineer along the north side of these lots to prevent such access. The Project's homeowner's association ~~will~~shall be responsible for maintenance of the fence.

(6) **Annexation Agreement.** Developer agrees to comply with all terms of the Runaway Ranch Annexation Agreement (unless compliance with a term has been expressly waived in writing by the City ~~or superseded by this Agreement~~) including but not limited to payment of the Phase 2 and Phase 3 Annexation Fees referenced therein, which fees are in addition to all other required development fees, impact fees, connection fees, professional fees, and other fees required by City policies and/or by this Agreement. The City ~~will~~shall allow the Annexation Fees in the Runaway Ranch Annexation Agreement to be divided between Phase 1 and Phases 2 and 3. That allocation ~~will~~shall be as follows: the property owner of Phase 1 ~~will~~shall be obligated to pay \$278,880, and the property owner of Phases 2 and 3 ~~will~~shall be obligated to pay \$385,120. The respective property owners for each Phase shall be responsible for the payment of their respective portions of the Annexation Fees prior to recordation of the plat for their respective Phases. The Annexation Fees in the amount of \$385,120 allocated to Phases 2 and 3 shall be allocated between Phase 2 and Phase 3, such that \$257,120 of the Annexation Fee shall be payable prior to the recordation of the plat for Phase 2, and \$128,000 shall be payable prior to the recordation of the plat for Phase 3. The allocation of Annexation Fees between Phase 2 and Phase 3 in the preceding sentence shall not be adjusted, even if the actual number of residential lots in Phase 2 and Phase 3 are different from the projected number of residential lots for such Phases as set forth in this Agreement and on the Site Plan.

(7) **Engineer Review.** All plats and construction drawings submitted at any time are subject to review and redline by the City Engineer.

(8) **Warranty.** Consistent with City standards, Developer ~~will~~shall provide a ~~two~~one-year warranty ~~for the operation of all improvements.~~ The start date of said warranty shall commence when that individual improvement is inspected and accepted by the City.

Commented [NB2]: UCA 10-9a-103 and UCA 10-9a-604.5 within LUDMA limits normally limits improvement warranties for improvements to one year for permitted uses, although the City can ask for more years as part of our development agreement negotiations. Do we want to push for one year or are you okay with a two-year warranty?

(9) **Bonding.** Developer agrees to post bonds in amounts and types established by the City related to the performance of Developer's construction obligations for the Project, pursuant to current City ordinances, resolutions and standards.

3.2 **Obligations of the City.**

(a) **Generally.** The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

(b) **Public Improvements.** The City agrees to accept and maintain all improvements dedicated to the public, unless otherwise provided in this Development Agreement.

(c) **Rezoning of Property.** The City agrees to rezone the entire Project as R-1 to accommodate the Project plans, if not already so zoned.

(d) **Drainage Swale Maintenance.** The City agrees to maintain and monitor the drainage swale system, subject to the obligations of lot owners to abide by City policies and the Covenants, Conditions and Restrictions pertaining to same.

(e) **Upsizing.** The City agrees to pay the costs of material for upsizing any utility lines that the City desires to upsize in excess of the size required by the Project.

SECTION 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 **Vested Rights.**

(a) **Generally.** As of the Effective Date of this Agreement, Developer shall have "vested rights" only as specified under this Agreement, ~~as that term is construed in Utah's common law, and pursuant to Utah Code Ann. Section 10-9a-509. As of the date of this Agreement, the City confirms that the uses, configurations, densities, and other development standards reflected in the final plat for the Project are approved under, and consistent with, the City's existing laws, Zoning Map, and General Plan. City grants to Developer the vested right to develop and construct the Project in accordance with the Project plans.~~

Commented [NB3]: From the Hart's Crossing DA.

(b) **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. Town of Logan*, 617 P.2d 388 (Utah, 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

(c) **Rights to Develop.** ~~To the maximum extent permitted at both law and equity, the Parties intend that this Agreement grant Developer all rights to develop the Project in fulfillment of this Agreement, the Applicable Law, and the Project plans, except as specifically provided herein.~~

Commented [NB4]: Same as above.

4.2 **Applicable Law.**

(a) **Applicable Law.** The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "**Applicable Law**") shall be in accordance with those set forth in the Conditions to Current Approvals set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City ordinances and resolutions, in force and effect on the date the City Council granted preliminary

approval to Developer. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.

(b) **State and Federal Law.** Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("**Changes in the Law**") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

SECTION 5. AMENDMENT

Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project. Each person or entity (other than the City and Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

SECTION 6. COOPERATION-IMPLEMENTATION

6.1 Processing of Subsequent Approvals.

(a) Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval to be granted by the City, the City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval application including, without limitation, (i) the notice and holding of all required public hearings, and (ii) granting the Subsequent Approval application as set forth below.

(b) The City's obligations under Section 6.1(a) of this Agreement are conditioned on Developer's provision to the City, in a timely manner, of all documents, applications, plans, and other information necessary for the City to meet such obligations. It is the express intent of Developer and the City to cooperate and work diligently and in good faith to obtain any and all Subsequent Approvals.

(c) The City may deny an application for a Subsequent Approval by Developer only if (i) such application does not comply with Applicable Law, (ii) such application is inconsistent with the Conditions to Current Approvals, or (iii) the City is unable to make all findings related to the Subsequent Approval required by state law or City ordinance. The City may

approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with state law or City ordinance or to make the Subsequent Approval consistent with the Conditions to Current Approvals, so long as such conditions comply with Section 4.1(b) of this Agreement.

(d) If the City denies any application for a Subsequent Approval, the City must specify the modifications required to obtain approval of such application. Any such specified modifications must be consistent with Applicable Law (including Section 4.1(b) of this Agreement). The City shall approve the application if subsequently resubmitted for the City's review and the application complies with the specified modifications.

6.2 Other Governmental Permits.

(a) Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental agencies in connection with the development of, or the provision of services to the Project.

(b) The City shall cooperate with Developer in its efforts to obtain such permits and approvals, provided that such cooperation complies with Section 4.1(b) of this Agreement. However, the City shall not be required by this Agreement to join, or become a party to any manner of litigation or administrative proceeding instituted to obtain a permit or approval from, or otherwise involving any other governmental or quasi-governmental agency.

SECTION 7. DEFAULT; TERMINATION; ANNUAL REVIEW

7.1 General Provisions.

(a) **Defaults.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

(b) **Termination.** If the City elects to consider terminating this Agreement due to a material default of Developer, then the City shall give to Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter. The City may thereafter

pursue any and all remedies at law or equity. By presenting evidence at such hearing, Developer does not waive any and all remedies available to Developer at law or in equity.

7.2 Review by City.

(a) **Generally.** The City may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information requested by the City within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) **Determination of Non-Compliance.** If the City Council finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the City may deliver a Default Notice pursuant to Section 7.1(a) of this Agreement. If the default is not cured timely by Developer, the City may terminate this Agreement as provided in Section 7.1(b) of this Agreement.

7.3 Default by the City.

In the event the City defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 7.1 of this Agreement and provided under Applicable Law.

7.4 Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

7.5 Limitation on Liability.

No owner, director or officer of the Developer, when acting in his or her capacity as such, shall have any personal recourse, or deficiency liability associated with this Agreement, except to the extent that liability arises out of fraud or criminal acts of that owner, director, or officer.

SECTION 8. NOTICE OF COMPLIANCE

8.1 Timing and Content.

Within fifteen (15) days following any written request which Developer may make from time to time, the City shall execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the City, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this

Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be permitted to record the Notice of Compliance.

8.2 Failure to Deliver.

Failure to deliver a Notice of Compliance within the time set forth in Section 8.1 shall constitute a presumption that as of fifteen (15) days from the date of Developer's written request (i) this Agreement was in full force and effect without modification except as may be represented by Developer; and (ii) there were no uncured defaults in the performance of Developer. Nothing in this Section, however, shall preclude the City from conducting a review under Section 7.2 or issuing a notice of default, notice of intent to terminate or notice of termination under Section 7.1 of this Agreement for defaults which commenced prior to the presumption created under this Section, and which have continued uncured.

SECTION 9. CHANGE IN DEVELOPER, ASSIGNMENT, TRANSFER AND NOTICE.

The rights and obligations of the Developer under this agreement may be transferred or assigned by mutual written consent of all parties hereto; which consent shall not be unreasonably delayed or withheld.

SECTION 10. MISCELLANEOUS

10.1 Incorporation of Recitals and Introductory Paragraph.

The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

10.2 Severability.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.

10.3 Other Necessary Acts.

Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the Conditions to Current Approvals, and Subsequent Approvals and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

10.4 Construction.

Each reference in this Agreement to any of the Conditions to Current Approvals or Subsequent Approvals shall be deemed to refer to the Condition to Current Approval or Subsequent Approval as it may be amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

10.5 Other Miscellaneous Terms.

The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

10.6 Covenants Running with the Land and Manner of Enforcement.

The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third party beneficiary or otherwise.

The City may look to Developer, its successors and/or assigns, an owners' association governing any portion of the Project, or other like association, or individual lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the City to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project

10.7 Waiver.

No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

10.8 Remedies.

Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement. In no event shall either Party be entitled to recover from the other Party either directly or indirectly, legal costs or attorneys' fees in any legal or equitable action instituted to enforce the terms of this Agreement.

10.9 Utah Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

10.10 Other Public Agencies.

The City shall not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and Applicable Law. Nothing in this Agreement shall require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.

10.11 Attorneys' Fees.

In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of attorneys' fees.

10.12 Covenant of Good Faith and Fair Dealing.

Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

10.13 Representations.

Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

10.14 No Third-Party Beneficiaries.

This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

SECTION 11. NOTICES

Any notice or communication required hereunder between the City and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

Commented [NB5]: Do we want to allow for email notices?

If to the City:
Mayor
Francis City
2317 S. Spring Hollow Rd.
Francis, UT 84036

With Copies to:
Francis City Attorney
Brad Christopherson
Hayes Godfrey Bell, P.C.
2218 East 3900 South, Suite 300
Holladay, UT 84124

If to Developer:

~~A and D Investments Francis Rhodes~~ John W. Kirkham and Lois Kirkham
~~Valley, LLC~~
315 Aspen Drive
Mapleton, UT 84664
Attention: Andy Ball

Commented [NB6]: Is this still correct?

SECTION 12. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement, including its Exhibits, is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the City and Developer.

SECTION 13. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the City enters into this Agreement, the City Recorder shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Summit.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the City as of the date and year first above written.

FRANCIS CITY

By: Mayor ~~Jan Brussel~~ Jeremie Forman

ATTEST

Suzanne Gillette City Recorder

DEVELOPER

~~A AND D INVESTMENTS FRANCIS~~ RHODES
VALLEY, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

JOHN W. KIRKHAM

LOIS KIRKHAM

Commented [NB7]: Are the Kirkham's part of Rhodes Valley, LLC, or do they need a separate signature block?

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, ~~2024~~2025, personally appeared before me ~~Jan Brussel~~Jeremie Forman, who being by me duly sworn, did say that he is the Mayor of **FRANCIS CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, ~~2024~~2025, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of ~~A-and-D Investments~~ Francis Rhodes Valley, LLC, a Utah limited liability company, who duly acknowledged to me that he/she executed the foregoing instrument.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, ~~2024~~2025, personally appeared before me John W. Kirkham and Lois Kirkham, who being by me duly sworn, duly acknowledged to me that they executed the foregoing instrument.

NOTARY PUBLIC

EXHIBIT A
Legal Description of the Property

Circle T Ranches Rhodes Valley Estates Phase 2
[Insert Legal Description]

Circle T Ranches Rhodes Valley Estates Phase 3
[Insert Legal Description]

EXHIBIT A

Commented [NB8]: Is this current? I don't see the park.

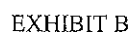


EXHIBIT C
Change Applications

EXHIBIT D
Park Plans



2025 FRANCIS FRONTIER DAYS

2317 South Spring Hollow Road, Francis, UT 84036



Tuesday-Thursday, August 26th – 28th

9:00 am - 4:00 pm Horse Clinic

Friday, August 29th

8:00 am Trail Horse Competition
(8:00 am signup, 9:00 am walkthrough, 9:30 am start)

5:00 pm – 10:00 pm Concessions

5:30 pm – 7:00 pm Cowboy Concert featuring Brenn Hill & Andy Nelson

7:30 – 10:00 pm RMPRA Rodeo plus Hometown Events (Rescue Relay and Hide Race)
(Gates open at 6:30 pm, signup for Hometown Events before Aug 15th.
Hometown preference available. Must enter through RMPRA.)

Saturday, August 30th

8:00 am - 11:00 am Breakfast

9:00 am Slack
Barrel Racing Jackpot (immediately following Slack)

? Hike

10:00 am - 6:00 pm Kamas Valley Lions Club Money Shoot

11:00 am - 9:30 pm Concessions

noon - 3:00 pm Car Show?

noon - 7:00 pm Vendor Booths

3:00 - 6:30 pm Live Music

7:00 - 9:30 pm RMPRA Rodeo plus Hometown Events (Rescue Relay and Hide Race)
(Gates open at 6:00 pm, signup for Hometown Events before Aug 15th.
Hometown preference available. Must enter through RMPRA.)

Sunday, August 31st

9:00 am - 1:00 pm Kamas Valley Lions Club Money Shoot

dusk (8:00 pm) Movie Night featuring ? (limited concessions)

Monday, September 1st

8:00 am - 11:00 am Breakfast

8:00 am Junior Rodeo (8:00 am signup, 9:00 am start)
Kids Activities (immediately following Junior Rodeo)

10:00 am Horse Games in the Rodeo Arena
(9:00 am signup, 10:00 am start)

8:00 am - noon Bounce Houses

10:30 am - noon Talent Show

Visit francisutah.gov/frontier-days/ for more information.
Grant support was received from the Summit County Restaurant Tax.

**PURCHASE RODEO
TICKETS ONLINE**



WELLER RECREATION, LLC

936 W 200 S

Kamas UT 84036

(435) 783-4718

www.wellerrec.com

BILL OF SALE

Names FRANCIS TOWN

Address 2317 So Spring Hollow Road

Francis, UT 84036

Phone 435-783-6236

Date

Deal #

Salesman Kimberlee Black

Year	Make	Model	Unit Information Serial No.	Color	Price
2025	CAN-AM UTV	Defender DPS CAB HD9	3JBUFAP40SK002179	Compass Green	\$21,408.00

Lienholder: NONE

Trade Information

Sales Price	\$21,408.00	Accessories	
Added Accessories	\$1,513.38	DEFA-SL ND STREET LEGAL ACCENT	\$1,099.39 D
Freight / Prep / Delivery	\$1,295.00	HEADACHE RACK ASSEMBLY	\$413.99 D
Pre-Paid Maintenance	\$0.00		
Tire & Wheel	\$0.00		
Service / Theft / GAP / Battery	\$0.00		
Dealer Fees LO(EL8)	\$0.00		
Subtotal	\$24,216.38		
Sales Tax	\$0.00		
Dealer Fee's	\$195.00		
License Fee	\$0.00		
Safety Inspection	\$0.00		
Tire Recycle Fee	\$0.00		
Aged Base Fees	\$0.00		
Temp Tag	\$0.00		
Handling	\$0.00		
Total Cash Price	\$24,411.38		
Trade-In Allowance	\$0.00		
Less Balance Owed	\$0.00		
Net Trade-In Allowance	\$0.00		
Plus Deposit	\$0.00		
Total Credits	\$0.00		
BALANCE DUE ON DELIVERY	\$24,411.38		

****PRICES SUBJECT TO CHANGE****

As is stated on the reverse side of this document, unless Seller has given to Purchaser an Express Warranty in writing, seller makes no Warranty, express or implied, with respect to the merchantability, fitness for particular purpose, or otherwise concerning the vehicle, parts or accessories described herein. Unless otherwise indicated in writing, any warranty is limited to that provided by the manufacturer, if any, as explained and conditioned by paragraph 4 on the reverse side hereof.

Purchaser agrees that this contract includes all the terms, conditions and warranties of this agreement including those that appear on the reverse side hereof, including the terms of the disclosures incorporated by reference into this agreement, and cancels and supersedes any prior agreement as of the date hereof relating to the subject matters covered hereby. PURCHASER BY HIS/HER EXECUTION OF THIS AGREEMENT ACKNOWLEDGES THAT HE/SHE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT AND FURTHER AGREES TO PAY THE "BALANCE DUE" SET FORTH ON OR BEFORE THE DATE SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. This agreement shall not become binding until accepted by an Authorized Representative of the Dealership. PURCHASER AGREES THAT NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

Purchaser's Signature

Date

Dealer's Signature

Date