

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, May 23, 2017

Regular Session - 7:00 p.m.

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at City Hall, 790 South 100 East, Bountiful, Utah, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

If you are not on the agenda, the Council will not be able to discuss your item of business until another meeting. For most items it is desirable for the Council to be informed of background information prior to consideration at a Council meeting. If you wish to have an item placed on the agenda, contact the Bountiful City Manager at 801.298.6140.

AGENDA

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment
If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Approve minutes of previous meetings:
 - a. Finance, Administration and RDA Budget Committee Meeting – April 18, 2017 p. 3
 - b. City Council meeting – May 9, 2017 p. 9
4. Council Reports
5. Consider approval of:
 - a. Weekly expenditures > \$1,000 paid May 1 & 8, 2017 p. 13
 - b. March 2017 Financial Report p. 17
6. Consider approval of Ordinance 2017-06 prohibiting the discharge of fireworks east of Davis Boulevard – Mr. Clint Drake p. 31
7. Consider approval of the Utah Transportation Service Agreement with Questar Gas Company – Mr. Allen Johnson p. 35
8. Consider approval of the ECI proposal to provide engineering services for the 138KV Substation Transformer and Tie Breaker upgrade in the amount of \$375,000 – Mr. Allen Johnson p. 41
9. Consider approval of a Single Event Alcohol Permit for the Tour of Utah on Friday, August 4, 2017 – Mr. Chad Wilkinson p. 43
10. Consider approval of Resolution 2017-07 establishing an integral part trust for other post-employment benefits for eligible retirees- Mr. Clint Drake p. 47
11. Consider final approval of the Enclave PUD condominium plat, Mr. Robert Gibson, applicant – Mr. Paul Rowland p. 59
12. Adjourn


City Recorder

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3 **Minutes of the**
4 **Finance, Administration and RDA Committee**
5 **Budget Review Meeting**

6 Bountiful City Hall Planning Conference Room
7 April 18, 2017 (10:00 a.m.)

8 Present:

9
10 Committee Members: Randy C. Lewis, Beth Holbrook and Kendalyn Harris
11 City Manager: Gary Hill
12 Assistant City Manager: Galen Rasmussen
13 Department Personnel: Clint Drake, City Attorney
14 Shannon Cottam, Human Resources Manager
15 Alan West, Information Technology Director
16 Tyson Beck, Finance Director
17 David Burgoyne, Assistant Finance Director
18 Ted Elder, City Treasurer
19 Paul Rowland, City Engineer
20 Lloyd Cheney, Assistant City Engineer
21 Chad Wilkinson, City Planner / RDA Director
22

23 Official Notice of this meeting had been given by posting a written notice of same and an agenda at
24 the City Hall and providing copies to the following newspapers of general circulation: Davis County
25 Clipper, Standard Examiner, and on the Utah Public Notice Website.
26

27 Committee chair Randy Lewis called the meeting to order at 10:00 a.m., and welcomed those in
28 attendance.

29 **PRESENTATION OF BUDGETS**

30 **Legislative Department**

31 Gary Hill presented the budget proposed for the Legislative Department and reviewed key changes in
32 budget line items between the current fiscal year and the proposed fiscal year of 2017-2018. Changes
33 in part-time salaries are being funded by a reduction of Council Contingency funds. Medical insurance
34 increases citywide will come in at around a 5% increase for the new fiscal year. Other changes in the
35 budget include a \$35,000 reduction in spending related to the Stoker School and a \$70,000 increase to
36 fund both a Primary and General Municipal Election in late calendar year 2017.

37 A general review of economic conditions and overall budget parameters were also provided. Sales tax
38 and property tax trends were outlined along with the effect of recently losing a large sales tax paying

39 entity. Gary mentioned that the overall budget contemplates funding of merit increases for
40 employees that qualify. Market studies were completed during the year on both the Police and Water
41 Department staff positions to ensure that Bountiful stays competitive with the labor market. These
42 studies resulted in changes being made to the compensation structure for Police and Water.
43 Additionally, the top pay step in the overall City compensation plan was adjusted from a 3.85% step
44 increase to a consistent 5.00% since all other steps are 5.00% increases. No cost of living raise is being
45 proposed this year, however, due to compensation adjustments being made; over 73% of the
46 employee base will see an increase in their compensation for Fiscal Year 2017-2018.

47 Gary also addressed capital projects planning for the department. While plans for movement of City
48 Hall to the downtown area have been terminated, the City still intends to develop the downtown
49 parcel currently occupied by the Stoker School into a plaza. Additionally, there is money in the budget
50 to renovate the existing City Hall but detailed plans for this work will not take place until the Plaza
51 development is underway, possibly into the later part of Fiscal Year 2017-2018.

52 Executive Department

53 Gary Hill introduced the Executive Department budget. Money for hiring of interns has been removed
54 from the budget as an overall measure to help fund staffing in other General Fund departments.
55 Questions were asked by the committee on plans for improving and supporting the City's social media
56 presence. Gary noted that Annette Hansen is currently working on public relations projects along
57 with social media to assist in improving the existing programs in place. The Council has also had
58 desires to implement systems for public surveys from the Utah firm, Qualtrix. The Legislative
59 Department budget includes funding for Qualtrix services.

60 Human Resources Department

61 Shannon Cottam noted no significant changes in the Human Resources budget between the current
62 and proposed budget years. She addressed the current quotes received for dental coverage (34.2%
63 increase) and a 5% increase in health insurance coverage.

64 Information Technology and Computer Replacement Fund

65 Alan West presented the budget for the Information Technology Department and the Computer
66 Replacement Fund noting a small change in Personnel Services between years for the Information
67 Technology Department which is due to changes in medical insurance costs and merit increases. The
68 budget includes replacement of the Uninterruptible Power Supply (UPS) unit to increase capacity and
69 add sensors. The Computer Replacement Fund budget provides funding for a 5 to 6 year equipment
70 replacement cycle. This translates into replacement of 20 to 30 computers in the upcoming budget
71 year.

72

Finance Department

73 Tyson Beck and David Burgoyne provided an overview of the Finance Department organizational
74 structure along with key budget changes. Three employees will qualify for merit increases due to the
75 newness of the department staffing. Audit costs citywide were reduced by \$11,000 from the previous
76 audit contract through bidding out this service recently. Tyson provided a brief explanation for the
77 “Administrative Services Reimbursement” budget line item which is a cost reimbursement to the
78 General Fund by Enterprise Funds for services provided by the General Fund such as payroll,
79 budgeting, customer service, billing, legal services, etc.

80

Debt Service and Municipal Building Authority Funds

81 Galen Rasmussen asked Tyson and David to also comment on the budgets for Debt Service and the
82 Municipal Building Authority. Mention was made of the special assessment district which surrounds
83 the Renaissance Towne Center property and the debt associated that will be paid off in 2017. Due to
84 the City’s primary funding mechanism being “pay-as-you-go” through accumulating reserves to pay
85 for large capital expenditures, the City has very low levels of debt. After 2017, the City will only have
86 one debt issue (accounted for in the Power Fund) and that is the revenue bond issued in 2010 to fund
87 the Power Department’s natural gas generators and related building improvements.

88 The Municipal Building Authority has no debt outstanding. The only budget item of significance is
89 receiving debt service payments from the State of Utah to complete a prior deferred debt obligation
90 of the State negotiated with the City several years ago. This obligation will be completed within the
91 next two years.

92

Treasury Department

93 Ted Elder introduced the Treasury Department budget and commented on the staff organization and
94 changes. Due primarily to retirements and employees shifting departments to take other open
95 positions the department has been staffed by many new faces over the last three years. Comments
96 were also made on plans to promote more use of emailed utility bills, web payments and direct
97 customer payments through Electronic Funds Transfer (EFT) to reduce operational costs.

98

Legal Department

99 Clint Drake noted that in the Legal Department Personnel Services are lower by a considerable
100 amount due to the retirement of the former City Attorney and the departure of the former City
101 Prosecutor last year. The current City Attorney and City Prosecutor were hired at a lower point in the
102 salary schedule which resulted in lower costs between years. Clint noted that a grant is being applied
103 which will fund a Victims Advocate position in the City Prosecutor’s Office. The position is not

104 currently in the Tentative Budget but approval is being sought with an anticipated May 18th approval
105 date.

106 Liability Fund and Workers Compensation Fund

107 Clint Drake provided an overview of the Liability and Workers Compensation Funds of the City. The
108 Liability Fund claims history shows a decline in claims paid but there has been an increase in excess
109 liability insurance premiums of \$11,000. Committee member Holbrook recommended more
110 interaction being sought with State lawmakers to improve dialogue on important issues.

111 Due to moderating claims experience, there were no significant budget matters to review on the
112 Workers Compensation Fund.

113 Engineering Department

114 Paul Rowland and Lloyd Cheney provided a brief overview of the Engineering Department and it's
115 interconnection to other public works related departments such as Water, Streets, Storm Water,
116 Landfill and Sanitation. The budget for Fiscal Year 2017-2018 contains no funding for interns to assist
117 with key summer projects. This reduction is viewed as temporary and was made to fund other
118 needed General Fund department requests for staffing in Fiscal Year 2017-2018.

119 Planning Department

120 Chad Wilkinson outlined the Planning Department budget. The budget for Fiscal Year 2017-2018
121 includes a new full-time position that was funded by reductions in other General Fund department
122 budgets. The new position in Planning is needed to keep pace with increasing work demands related
123 to code enforcement, zoning determinations, and changes brought about by recent legislation from
124 Senate Bill 232 on land use amendments. A new fee is being proposed to help cover the cost of
125 addressing zoning determinations.

126 Redevelopment Agency

127 The Redevelopment Agency (RDA) budget was outlined by Chad Wilkinson noting the changes in how
128 property tax increment is shown and the dollar amount assigned to Special Projects. The RDA Special
129 Projects budget will help address downtown plaza development plans as well as other
130 planning/redevelopment projects in the City.

131 Committee member Holbrook made a motion to accept the tentative budgets of all departments and
132 funds, as presented. Committee member Harris seconded the motion. Voting was unanimous with
133 Committee members Lewis, Holbrook and Harris voting "aye".

134 The meeting adjourned at 11:40 a.m. on a motion made by Committee member Holbrook and
135 seconded by Committee member Harris. Voting was unanimous with Committee members Lewis,
136 Holbrook and Harris voting "aye".

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Minutes of the
BOUNTIFUL CITY COUNCIL

May 9, 2017 – 7:00 p.m.

14 Present: Mayor Randy Lewis
15 Councilmembers Kendalyn Harris, Richard Higginson, Beth Holbrook,
16 John Pitt
17 City Manager Gary Hill
18 Asst. City Manager Galen Rasmussen
19 City Prosecutor Jake Fordham
20 City Engineer Paul Rowland

21 Department Directors/Staff:

22 Police Chief Tom Ross
23 Streets/Sanitation Director Gary Blowers
24 Power Director Allen Johnson
25 Power Accountant Jay Christensen
26 Power Superintendent Alan Farnes
27 Power Lineman Jess Pearce
28 Water Director Mark Slagowski
29 Recording Secretary Nikki Dandurand

30 Excused: Councilman John Marc Knight

31
32 Official notice of the City Council Meeting was given by posting an Agenda at City Hall and on
33 the Bountiful City Website and the Utah Public Notice Website and by providing copies to the
34 following newspapers of general circulation: Davis County Clipper and Standard Examiner.

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No Work Session

Regular Meeting – 7:05 p.m.
City Council Chambers

Mayor Lewis called the meeting to order at 7:05 p.m. and welcomed those in attendance. Dr. Chris Simonson, resident, led the Pledge of Allegiance; Councilman John Pitt gave a prayer.

PUBLIC COMMENT

Mayor Lewis reviewed the rules and procedures for this comment period. Field Representative for Congressman Chris Stewart, Rhonda Perkes, addressed the Council on the activities and upcoming events of the Congressman.

APPROVE MINUTES OF PREVIOUS MEETINGS:

- a. Water Department budget meeting – April 12, 2017
- b. Parks, Recreation & Fine Arts budget meeting – April 17, 2017
- c. Power Department budget meeting – April 18, 2017

1 **d. City Council meeting – April 25, 2017**

2
3 Mayor Lewis presented the minutes that were listed. Councilman Higginson moved to
4 approve the minutes, noting that he was not on the Park, Recreation & Fine Arts committee, and
5 Councilman Pitt seconded the motion. Voting was unanimous with Councilpersons Harris,
6 Higginson, Holbrook and Pitt voting “aye”.

7
8 **COUNCIL REPORTS**

9 Councilwoman Harris stated the new BCYC leadership for 2017-18 will be sworn in on May
10 24, 2017. No other reports were made.

11
12 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID APRIL 17 & 24,**
13 **2017**

14 Mayor Lewis presented the expenditures and asked for a motion to approve. Councilman
15 Higginson moved to approve the weekly expenditures, and Councilwoman Holbrook seconded the
16 motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting
17 “aye”.

18
19 **CONSIDER ADOPTION OF THE CITY OF BOUNTIFUL, UTAH OPERATING &**
20 **CAPITAL BUDGETS LONG-TERM CAPITAL PLAN, CHARGES AND FEES FISCAL**
21 **YEAR (FY) 2017-2018 DOCUMENT AS THE CITY’S TENTATIVE BUDGET – MR. GALEN**
22 **RASMUSSEN**

- 23 **a. Presentation by Water Department – Mr. Mark Slagowski**
24 **b. Presentation by Power Department – Mr. Allen Johnson**

25
26 Mr. Galen Rasmussen stated that as required by State law (Utah Code Sections 10-6-109 to 10-6-
27 113), a budget has been prepared by management and staff for consideration as Bountiful City’s
28 Tentative Budget for Fiscal Year 2017-2018. State law requires adoption of a tentative budget at the
29 first regular meeting in May of each year along with the setting of a time and place for a public
30 hearing on that Tentative Budget which will be June 13, 2017. The budget will be approved, along
31 with any charges/fees, etc. Councilman Higginson moved to approve the tentative budget which
32 contains Operating and Capital Plans, Charges and Fees for FY 2017-2018 and Councilwoman
33 Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
34 Holbrook and Pitt voting “aye”.

35 Councilman Pitt wished to thank all the staff and departments involved in creating the multiple
36 budgets used by the City. Councilman Higginson noted there were no negative votes on any budget,
37 and a split vote involving allocation of the RAP tax. Mr. Gary Hill stated the Streets Department will
38 have the help of a consulting firm associated with Utah State University in conducting an assessment
39 on the entire street network in Bountiful.

40 Mr. Paul Rowland presented the Water Department’s budget overview, which was previously
41 seen by that committee in April. The presentation outlined water system replacement needs and
42 identified related increases needed in charges and fees to fund those replacement needs. The Power
43 Department staff presented an overview of their Department’s budget as well. The presentation
44 explained major updates and system replacements made in the power system over the last 20 years.
45 Staff also outlined needed system updates and replacements for which related fees and charges would
46 need to be increased. Councilman Higginson inquired about the impact of solar customers utilizing

1 the Power Department’s resources. Mr. Johnson replied there is a growing concern, and the power
2 that customers are generating from solar sources is not matching overall load characteristics and costs
3 which lead to increased power costs and decreased franchise revenues to the City.
4

5 **CONSIDER APPROVAL OF THE SOUTH BRANCH OF THE DAVIS COUNTY LIBRARY**
6 **AS BOUNTIFUL CITY’S POLLING LOCATION AND OTHER LOCATIONS IN DAVIS**
7 **COUNTY AS VOTE CENTERS FOR THE 2017 MUNICIPAL ELECTION(S) – MR. GARY**
8 **HILL**

9 Mr. Gary Hill stated that the South Branch of the Davis County Library will be designated as
10 one of the County’s polling stations, along with other locations throughout the County to
11 accommodate residents. Councilman Higginson moved to approve the vote centers. Councilwoman
12 Harris asked if Bountiful residents go to other cities to vote, will it still be counted electronically.
13 Mr. Hill responded yes. Councilwoman Holbrook seconded the motion. Voting was unanimous with
14 Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.
15

16 **CONSIDER APPROVAL OF THE PURCHASE OF A 2005 CCC 25 YARD LOADMASTER**
17 **SANITATION TRUCK IN THE AMOUNT OF \$63,326.50 – MR. GARY BLOWERS**

18 Mr. Blowers stated this will be the last vehicle purchase for the current budget year. The
19 truck that will be replaced is a 1991 rear load truck that is on the truck replacement schedule and will
20 be replaced by a newer used truck. It is a low entry cab that makes it safer to enter and exit, and is
21 currently located in Tampa, Florida. The Department has previously purchased rear load trucks from
22 RDK and currently purchase parts from them. Councilwoman Harris inquired how they would
23 transport the truck. Mr. Blowers replied by trailer to avoid more mileage or breakdown on the truck.
24 Councilman Higginson made a motion to approve the truck purchase, Councilman Pitt seconded the
25 motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting
26 “aye”.
27

28 **CONSIDER APPROVAL OF THE PRELIMINARY AND FINAL SITE PLAN FOR A**
29 **TELECOMMUNICATIONS TOWER LOCATED AT THE SOUTH DAVIS RECREATION**
30 **CENTER – MR. PAUL ROWLAND**

31 Mr. Rowland stated that Verizon is requesting to place a new telecommunications tower at the
32 South Davis Recreation Center. The proposed tower would be located on the north side of the
33 Recreation Center in an existing landscape area. The Land Use Ordinance encourages location of
34 telecommunications facilities on public properties and more specifically states that the policy of the
35 City is to make available to telecommunications companies such sites that the City owns which can
36 reasonably serve the needs of the companies, citizens and the City. To that end, when a
37 telecommunications tower is to be located on a City owned property, it is considered a permitted use
38 and does not require a public hearing. The Planning Commission reviewed the request on May 2,
39 2017, and recommends the Council grant preliminary and final site plan approval for the requested
40 telecommunications tower subject to the following conditions:

- 41 1. The applicant shall meet all requirements of the Bountiful Power Department.
- 42 2. Provide easement documents, including legal descriptions for review and approval
43 by the City.
- 44 3. The communications tower shall not exceed 30 inches in diameter at the base and
45 shall taper to no more than 20 inches in diameter at the top of the pole.
- 46 4. The maximum tower height allowed shall be 80’. Antennas and appurtenances shall

- 1 not extend more than six feet above the tower.
2 5. The color of the tower is to be determined by City staff.
3 6. At no point shall any part of an antenna array, including the antenna pads, extend
4 more than 80” inches from the exterior of the communications tower pole.
5 7. The tower shall be constructed in such a way to allow for at least three different
6 services, meaning the original applicant equipment and two co-locations on the
7 same tower.
8 8. The applicant shall consent to at least two future co-locations on the tower.
9 9. The applicant shall obtain a building permit before commencing construction.
10 10. Any and all fees shall be paid.
11

12 Councilman Pitt asked if Verizon is allowed to sublet additional space on the tower or for
13 expanded use. Staff responded with yes, they are allowed. Mr. Gary Hill stated that we have several
14 lease agreements with users that include franchise fees, etc. Councilman Higginson made a motion to
15 approve the preliminary and final site plans and Councilwoman Harris seconded the motion. Voting
16 was unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.
17

18 **CONSIDER APPROVAL OF A POLE ATTACHMENT AGREEMENT WITH FIRST**
19 **DIGITAL – MR. GARY HILL**

20 Mr. Gary Hill stated this is a recently approved agreement, which allows FirstDigital to attach
21 to existing Bountiful City power poles. In the interests of the health, safety and welfare of the City
22 and its citizens, the City has adopted a policy of requiring all new franchisees to locate their facilities
23 underground. Because FirstDigital’s pole attachment request was received before the Franchise
24 Agreement was approved, Staff is recommending the Council approve FirstDigital’s request to attach
25 to City poles in the limited area near the Performance Dealerships. Councilman Pitt made a motion
26 approve the agreement, Councilwoman Holbrook seconded the motion. Voting was unanimous with
27 Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.
28

29 Mayor Lewis announced the return of the Tour of Utah to the City and that posters were
30 available for anyone to display in the back of the room.
31

32 Mayor Lewis asked for a motion to adjourn the regular session of City Council. Councilman
33 Higginson made a motion to adjourn the meeting, and Councilwoman Holbrook seconded the motion.
34 The regular session of the City Council was adjourned at 8:49 p.m.
35
36

Mayor Randy Lewis

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000.00 paid
May 1 & 8, 2017

Author: Tyson Beck, Finance Director

Department: Finance

Date: May 2, 2017



Background

This report is prepared following the weekly accounts payable run. It includes payments for invoices hitting expense accounts equaling or exceeding \$1,000.00.

Payments for invoices affecting only revenue or balance sheet accounts are not included. Such payments include: those to acquire additions to inventories, salaries and wages, the remittance of payroll withholdings and taxes, employee benefits, utility deposits, construction retention, customer credit balance refunds, and performance bond refunds. Credit memos or return amounts are also not included.

Analysis

Unless otherwise noted and approved in advance, all expenditures are included in the current budget. Answers to questions or further research can be provided upon request.

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid May 1 & 8, 2017.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid May 1, 2017**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1507	BURT BROTHERS TIRE	Police	10.4210.425430.	Service & Parts	\$ 3,828.72	196157	3-GS180168	Parts and Service
1507	BURT BROTHERS TIRE	Police	10.4210.425430.	Service & Parts	3,945.06	196157	3-GS180162	Parts and Service
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,578.45	196161	04222017	Acct # 801-578-0401 452B
2008	DURA-CRETE INC	Water	51.5100.448400.	Dist System Repair & Maint	1,101.00	196170	124086	Catch Basins for Golf Course
2008	DURA-CRETE INC	Water	51.5100.448400.	Dist System Repair & Maint	1,347.00	196170	124051	Catch Basin for Golf Course
5633	GRIFFCO PARTNERS	Police	10.4210.425430.	Service & Parts	1,600.00	196177	210974	Vehicle Wraps/Decals
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	196190	SLC05170188	Custodian Services for May 2017
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,087.71	196194	1240	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	2,389.92	196194	1256	Patching
8730	LARRY H MILLER FORD	Light & Power	53.5300.474600.	Vehicles	39,854.38	196195	HED18820	Vin # 1FD8X3FTXHED18820
8730	LARRY H MILLER FORD	Light & Power	53.5300.474600.	Vehicles	39,854.38	196195	HED18821	VIN # 1FD8X3FT1HED18821
4764	MCNEILUS TRUCK & MAN	Sanitation	58.5800.425000.	Equip Supplies & Maint	1,710.58	196202	3598982	Parts
8040	OTTO ENVIRONMENTAL	Sanitation	58.5800.448010.	Garbage Containers	10,180.00	196213	ELOY 21531	Garbage Cans
5553	PURCELL TIRE AND SERVICE	Streets	10.4410.425000.	Equip Supplies & Maint	1,022.03	196220	2851314	Tires & Alignment
3773	ROSS EQUIPMENT CO INC	Streets	10.4410.425000.	Equip Supplies & Maint	2,052.38	196225	00111653	Bolts and Screws
3875	SEMI SERVICE INC	Streets	10.4410.425000.	Equip Supplies & Maint	7,259.20	196228	W 113236	Parts
7732	WINGFOOT CORP	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,895.00	196251	99541	Janitorial Services for April 2017
TOTAL:					<u>\$ 124,480.81</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid May 8, 2017**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	196257	63171917	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	196257	63172017	Tree Trimming
7669	CENTERPOINTE THEATRE	Legislative	10.4110.461000.	Miscellaneous Expense	2,000.00	196262	G17-109	Table Sponsorship to Dinner & Concert
5017	CENTERVILLE CITY CORP	RAP Tax	83.8300.475300.	Interlocal Payment-Centerville	79,309.02	196263	05042017	RAP Tax
1992	DOWN UNDER CONSTRUCTION	Light & Power	53.5300.448632.	Distribution	3,400.00	196273	14611	Final Payment// 2856 S Woodhollow Way
2350	GREEN SOURCE, L.L.C.	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	6,351.60	196282	12863	Speed Zone Herbicide
5458	HANSEN, ALLEN & LUCE	Landfill	57.5700.431300.	Environmental Monitoring	5,792.67	196283	36541	Professional Fees for Groundwater Sampling
8756	IRBY ELECTRICAL DIST	Light & Power	53.5300.445201.	Safety Equipment	\$ 1,371.96	196293	S010140155.002	High Voltage Gloves
2719	JMR CONSTRUCTION INC	Light & Power	53.5300.448632.	Distribution	2,909.38	196295	05032017	May 2017 Payment
2719	JMR CONSTRUCTION INC	Water	51.5100.461300.	Street Opening Expense	3,860.10	196295	05032017	May 2017 Payment
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400.	Concrete Repairs	31,065.14	196295	05032017	May 2017 Payment
2987	M.C. GREEN & SONS INC	Water	51.5100.473110.	Water Mains	142,572.43	196300	3495	Application #2 Waterline Project
3103	METRO GRAPHICS, LLC	Legislative	10.4110.422000.	Public Notices	1,800.00	196304	3787	May 2017 Quartly News Letter
3105	MHL SYSTEMS	Cemetery	59.5900.473100.	Improv Other Than Bldgs	7,507.00	196305	17-13164	Posts & Gates, Plates and Base & Cement
3271	NETWIZE	Information Technology	45.4136.474500.	Machinery & Equipment	7,005.94	196311	29816	Port Network Switches Upgrade
5281	QUESTAR GAS COMPANY	Police	10.4210.427000.	Utilities	4,142.19	196319	05022017N	Acct # 3401140000
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	16,436.63	196341	0257367	Fuel
4387	UTAH LEAGUE OF CITIES	Legislative	10.4110.421000.	Books Subscr & Mmbrshp	25,266.44	196345	04182017	Membership Fees for FY 2017-2018
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,480.67	196348	9784440858	Acct # 771440923-00001
TOTAL:					<u>\$ 352,551.97</u>			

City Council Staff Report

Subject: March 2017 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: May 8, 2017



Background

These reports include summary revenue, expense, and budget information for all of the City's funds. Both revenues and expenses, including capital outlay, have been included. These financials are presented to the City Council for review.

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expenditure/expense reports are provided that give comparative revenue and expenditure data for March 2017 to the past three fiscal YTD periods through each respective March.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

The FY2017 budget portion of these reports is the originally adopted FY2017 budget, approved by the City Council in June of 2016.

Recommendation

Council should review the attached revenue, expense, and budget reports.

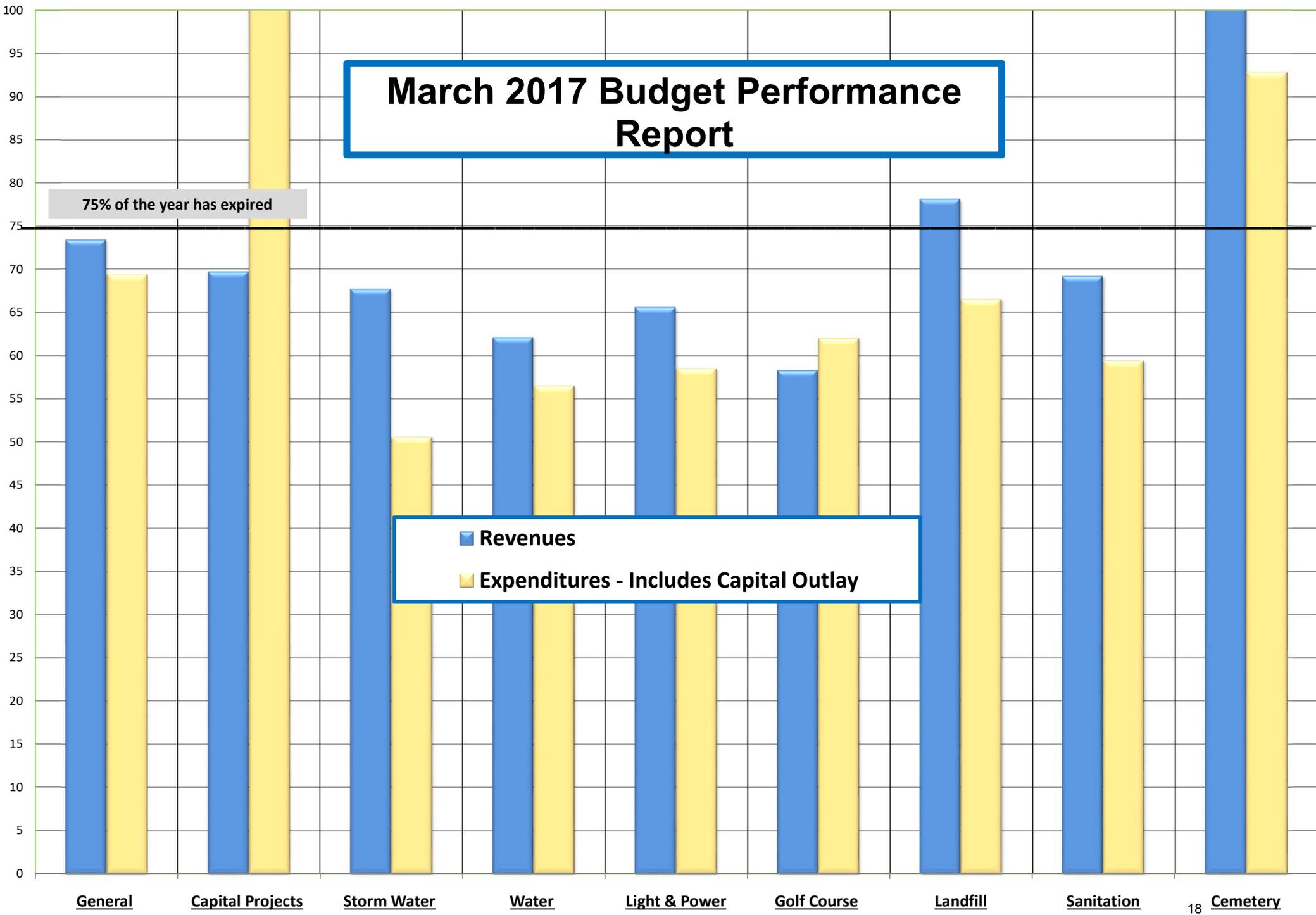
Attachments

- March 2017 Fiscal YTD Revenue & Expense Report – FY2017

March 2017 Budget Performance Report

75% of the year has expired

■ Revenues
■ Expenditures - Includes Capital Outlay



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City of Bountiful, UT
MARCH 2017 YTD REVENUES - FY 2017

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FOR 2017 09

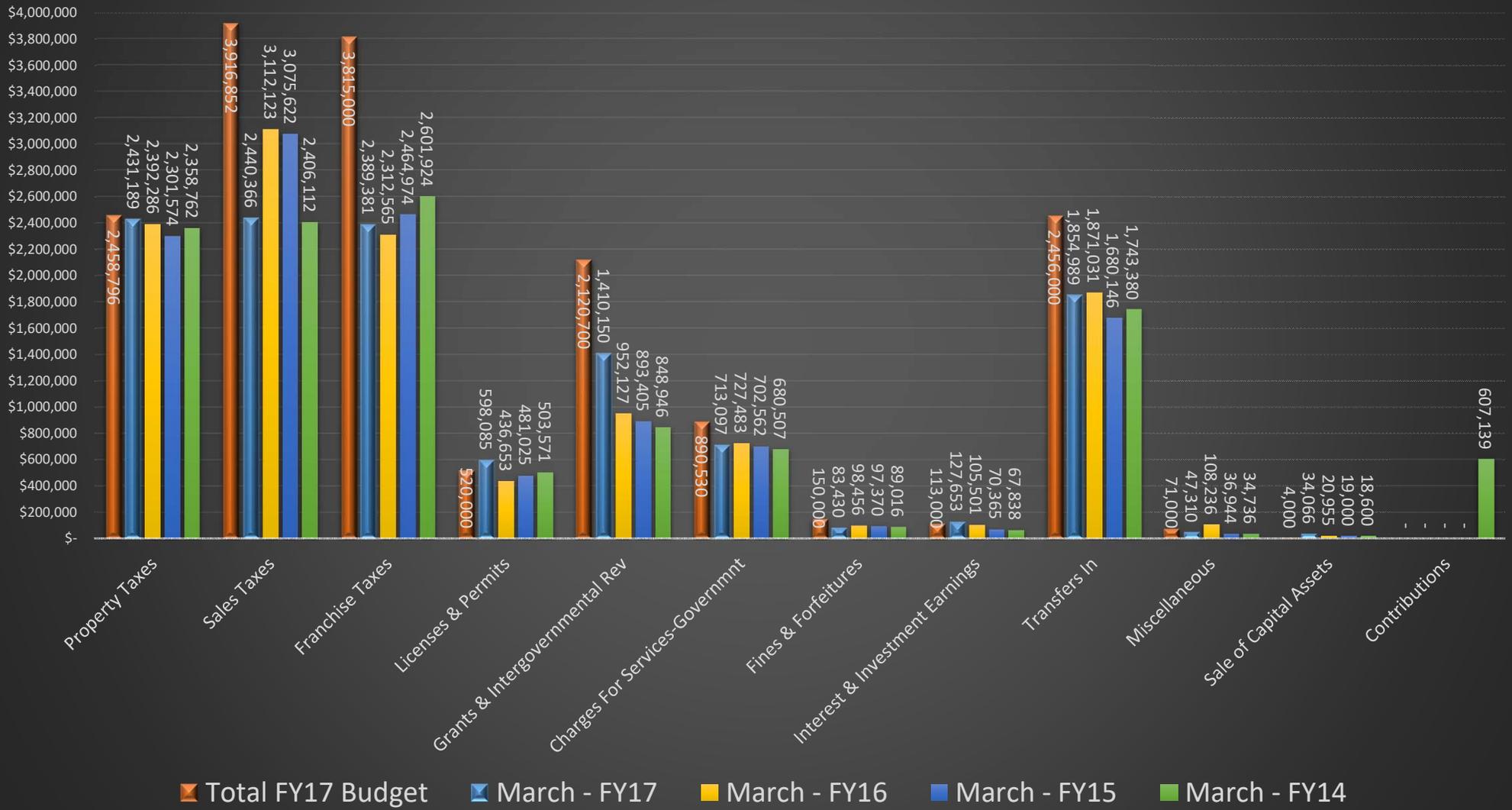
JOURNAL DETAIL 2017 1 TO 2017 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-16,629,878	-16,629,878	-12,218,869.86	-1,602,573.33	.00	-4,411,008.14	73.5%
30 DEBT SERVICE	-248,900	-248,900	-252,132.15	-251,783.77	.00	3,232.15	101.3%
44 MUNICIPAL BUILDING AUTHORITY	-208,777	-208,777	-171,179.23	-170.72	.00	-37,597.77	82.0%
45 CAPITAL IMPROVEMENT	-6,373,560	-6,373,560	-4,450,959.07	-269,023.48	.00	-1,922,600.93	69.8%
48 RECYCLING	-418,250	-418,250	-277,935.77	-35,111.43	.00	-140,314.23	66.5%
49 STORM WATER	-1,375,404	-1,375,404	-932,643.99	-118,476.64	.00	-442,760.01	67.8%
51 WATER	-5,314,960	-5,314,960	-3,307,330.06	-350,577.57	.00	-2,007,629.94	62.2%
53 LIGHT & POWER	-29,670,903	-29,670,903	-19,481,972.11	-2,070,386.96	.00	-10,188,930.89	65.7%
55 GOLF COURSE	-1,614,578	-1,614,578	-943,314.74	-69,736.30	.00	-671,263.26	58.4%
57 LANDFILL	-1,224,964	-1,224,964	-958,531.77	-125,047.45	.00	-266,432.23	78.2%
58 SANITATION	-1,016,572	-1,016,572	-704,922.53	-90,163.84	.00	-311,649.47	69.3%
59 CEMETERY	-499,252	-499,252	-4,459,437.02	-75,678.50	.00	3,960,185.02	893.2%
61 COMPUTER MAINTENANCE	-38,619	-38,619	-38,710.73	-34.76	.00	91.73	100.2%
63 LIABILITY INSURANCE	-528,054	-528,054	-370,538.11	-2,753.94	.00	-157,515.89	70.2%
64 WORKERS' COMP INSURANCE	-278,836	-278,836	-201,754.28	-29,681.61	.00	-77,081.72	72.4%
72 RDA REVOLVING LOAN FUND	-294,945	-294,945	-585,448.12	-20,298.30	.00	290,503.12	198.5%
73 REDEVELOPMENT AGENCY	-3,117,953	-3,117,953	-1,134,590.82	-1,104,043.14	.00	-1,983,362.18	36.4%
74 CEMETERY PERPETUAL CARE	0	0	-35,227.62	-4,605.52	.00	35,227.62	100.0%
78 LANDFILL TRUST	0	0	-6,815.64	-854.21	.00	6,815.64	100.0%
83 RAP TAX	-451,000	-451,000	-309,886.00	-41,139.12	.00	-141,114.00	68.7%
92 OPEB TRUST	0	0	-5,288.51	-1,673.91	.00	5,288.51	100.0%
99 INVESTMENT	0	0	391,511.13	-14,080.43	.00	-391,511.13	100.0%
GRAND TOTAL	-69,305,405	-69,305,405	-50,455,977.00	-6,277,894.93	.00	-18,849,428.00	72.8%

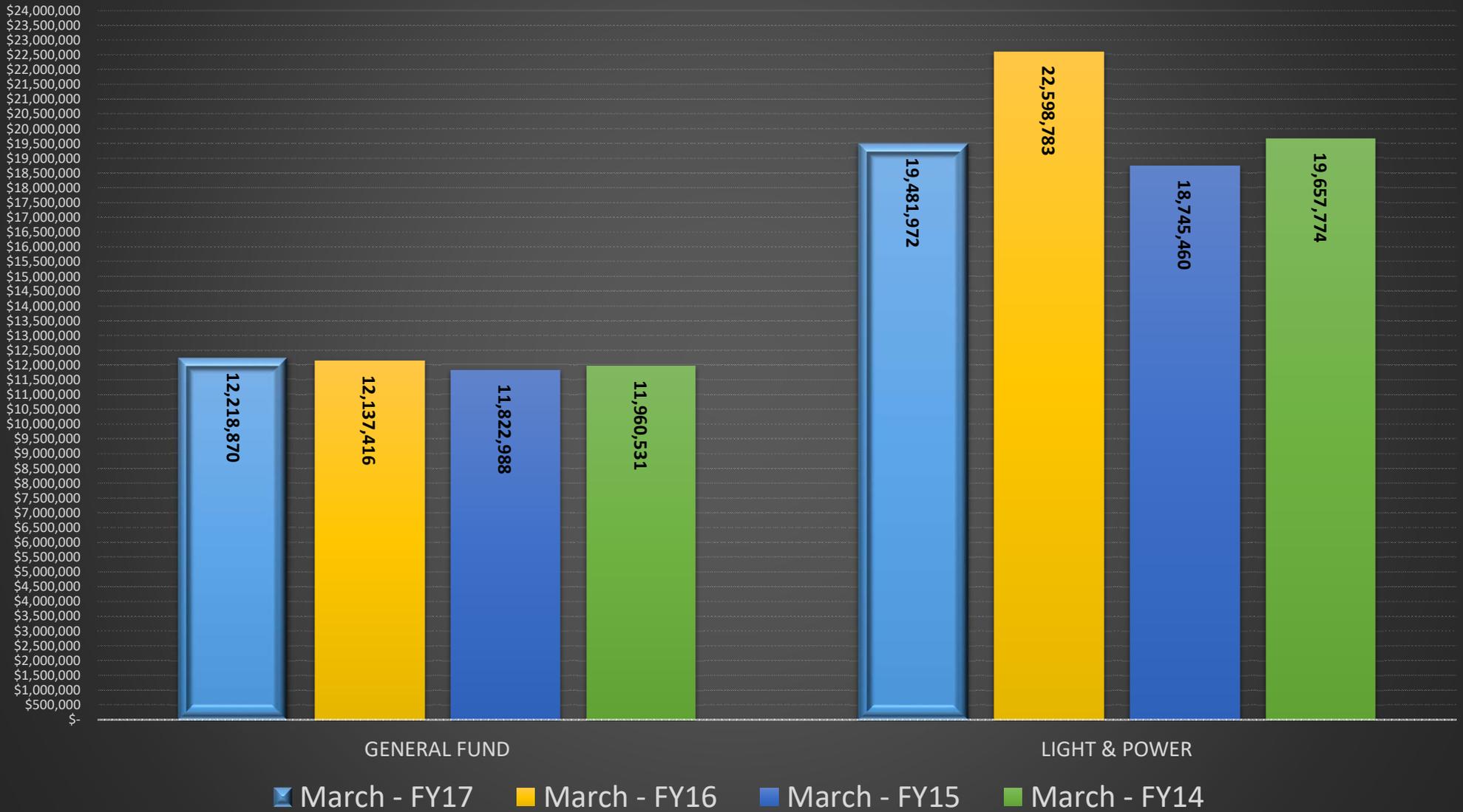
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General Fund Detailed Revenues

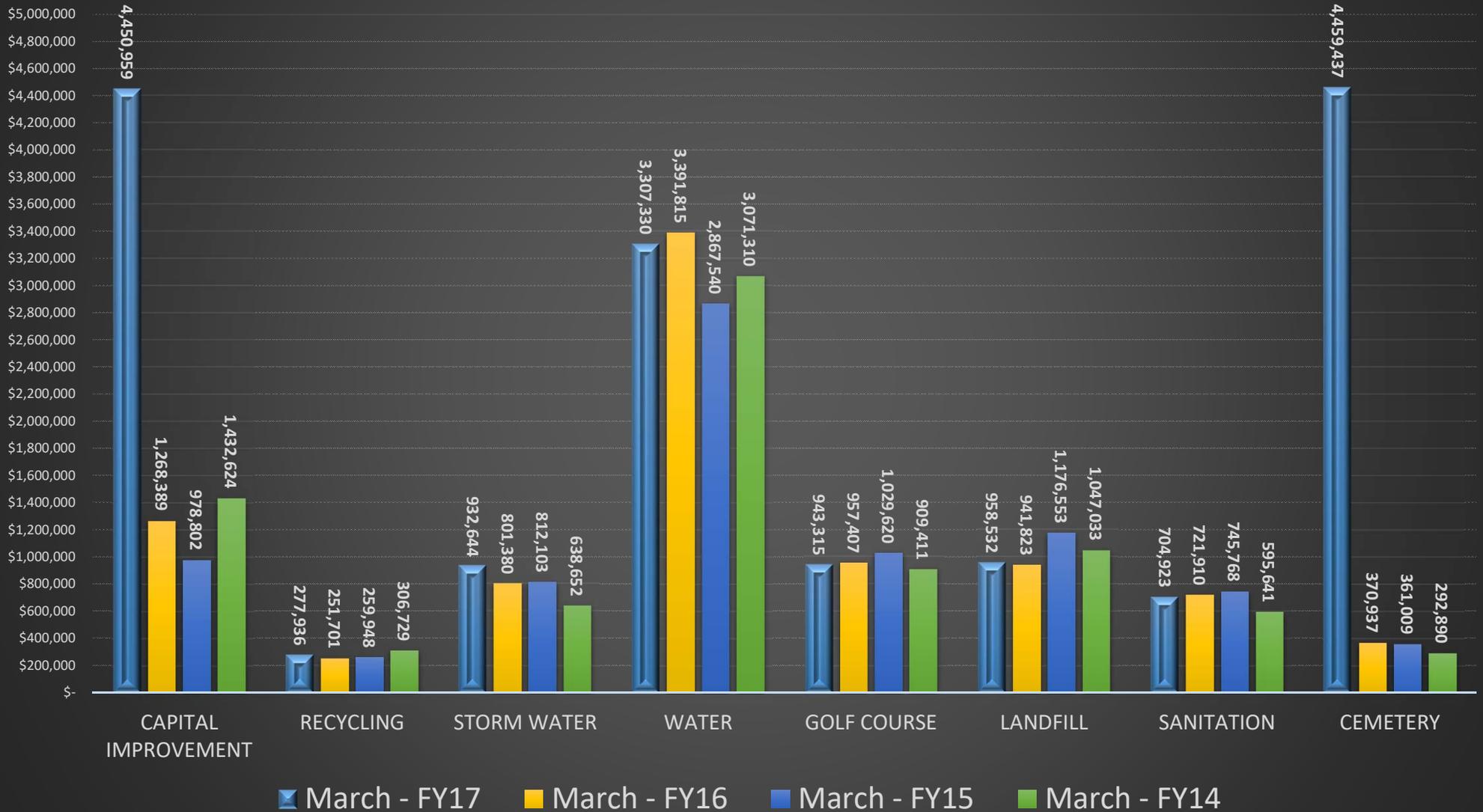
Fiscal Year 2017 Through March Compared to The 2017 Total Budget and The Revenues of the Same Timeframe of the Past Three Fiscal Years



March 2017 - 2017 Fiscal YTD Revenues Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



March 2017 - 2017 Fiscal YTD Revenues Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
MARCH 2017 YTD EXPENSES - FY 2017

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FOR 2017 09

JOURNAL DETAIL 2017 1 TO 2017 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
4110 Legislative	646,469	646,469	471,626.42	131,965.49	.00	174,842.58	73.0%
4120 Legal	457,235	315,937	198,904.94	23,379.91	.00	117,032.06	63.0%
4130 Executive	168,967	168,967	110,780.79	20,672.31	.00	58,186.21	65.6%
4134 Human Resources	133,664	133,664	92,798.18	13,190.55	.00	40,865.82	69.4%
4136 Information Technology	400,586	400,586	294,624.93	41,200.24	.00	105,961.07	73.5%
4140 Finance	403,479	403,479	280,955.15	43,483.31	.00	122,523.85	69.6%
4143 Treasury	295,694	295,694	186,495.75	19,727.29	.00	109,198.25	63.1%
4160 Government Buildings	131,695	131,695	82,842.10	12,763.51	.00	48,852.90	62.9%
4210 Police	5,961,923	5,961,923	4,056,643.17	572,918.50	.00	1,905,279.83	68.0%
4215 Reserve Officers	43,562	43,562	4,229.72	740.71	.00	39,332.28	9.7%
4216 Crossing Guards	143,649	143,649	106,249.11	22,425.16	.00	37,399.89	74.0%
4217 PROS	314,723	314,723	271,888.18	52,406.68	.00	42,834.82	86.4%
4218 Liquor Control	51,700	51,700	18,761.99	2,618.93	.00	32,938.01	36.3%
4219 Enhanced 911	595,000	595,000	406,146.65	40,761.89	.00	188,853.35	68.3%
4220 Fire	2,098,000	2,098,000	1,553,030.34	.00	.00	544,969.66	74.0%
4410 Streets	3,135,085	3,135,085	2,222,090.38	282,436.87	.00	912,994.62	70.9%
4450 Engineering	653,211	653,211	439,248.25	63,785.34	.00	213,962.75	67.2%
4510 Parks	914,287	914,287	610,629.38	60,587.87	.00	303,657.62	66.8%
4610 Planning	222,251	222,251	148,713.97	19,057.28	.00	73,537.03	66.9%
TOTAL GENERAL FUND	16,771,180	16,629,882	11,556,659.40	1,424,121.84	.00	5,073,222.60	69.5%
30 DEBT SERVICE							
4710 Debt Sevice	248,900	248,900	265,120.06	13.37	.00	-16,220.06	106.5%
TOTAL DEBT SERVICE	248,900	248,900	265,120.06	13.37	.00	-16,220.06	106.5%
44 MUNICIPAL BUILDING AUTHORITY							
4110 Legislative	208,777	208,777	264.11	7.17	.00	208,512.89	.1%
4400 Municipal Building Authority	0	0	650,000.00	.00	.00	-650,000.00	100.0%
TOTAL MUNICIPAL BUILDING AUTHORITY	208,777	208,777	650,264.11	7.17	.00	-441,487.11	311.5%
45 CAPITAL IMPROVEMENT							

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City of Bountiful, UT
MARCH 2017 YTD EXPENSES - FY 2017

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FOR 2017 09

JOURNAL DETAIL 2017 1 TO 2017 13

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4100	Non-Departmental	0	0	13,047.04	1,338.27	.00	-13,047.04	100.0%
4110	Legislative	950,000	950,000	4,129,177.78	26,424.50	.00	-3,179,177.78	434.7%
4130	Executive	0	0	3,694.29	.00	.00	-3,694.29	100.0%
4136	Information Technology	55,000	55,000	30,657.78	5,187.69	.00	24,342.22	55.7%
4160	Government Buildings	25,000	25,000	17,919.30	.00	.00	7,080.70	71.7%
4210	Police	532,000	532,000	245,803.60	56,112.00	.00	286,196.40	46.2%
4410	Streets	1,461,560	1,561,560	858,052.49	.00	.00	703,507.51	54.9%
4510	Parks	3,250,000	3,250,000	2,002,140.02	.00	.00	1,247,859.98	61.6%
	TOTAL CAPITAL IMPROVEMENT	6,273,560	6,373,560	7,300,492.30	89,062.46	.00	-926,932.30	114.5%
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48	RECYCLING							
4800	Recycling	418,250	418,250	269,019.66	33,877.94	.00	149,230.34	64.3%
	TOTAL RECYCLING	418,250	418,250	269,019.66	33,877.94	.00	149,230.34	64.3%
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49	STORM WATER							
4900	Storm Water	1,375,403	1,375,403	697,796.16	68,822.96	.00	677,606.84	50.7%
	TOTAL STORM WATER	1,375,403	1,375,403	697,796.16	68,822.96	.00	677,606.84	50.7%
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51	WATER							
5100	Water	5,314,961	5,314,961	3,006,725.21	401,299.44	.00	2,308,235.79	56.6%
	TOTAL WATER	5,314,961	5,314,961	3,006,725.21	401,299.44	.00	2,308,235.79	56.6%
<hr/>								
53	LIGHT & POWER							
5300	Light & Power	29,670,903	29,670,903	17,374,421.25	1,722,912.87	.00	12,296,481.75	58.6%
	TOTAL LIGHT & POWER	29,670,903	29,670,903	17,374,421.25	1,722,912.87	.00	12,296,481.75	58.6%
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55	GOLF COURSE							

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City of Bountiful, UT
MARCH 2017 YTD EXPENSES - FY 2017

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FOR 2017 09		JOURNAL DETAIL 2017 1 TO 2017 13						
55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,614,577	1,614,577	1,003,123.64	121,384.01	.00	611,453.36	62.1%
	TOTAL GOLF COURSE	1,614,577	1,614,577	1,003,123.64	121,384.01	.00	611,453.36	62.1%
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57	LANDFILL							
5700	Landfill	1,224,964	1,224,964	815,249.59	85,821.82	.00	409,714.41	66.6%
	TOTAL LANDFILL	1,224,964	1,224,964	815,249.59	85,821.82	.00	409,714.41	66.6%
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58	SANITATION							
5800	Sanitation	1,016,572	1,016,572	605,218.96	69,088.16	.00	411,353.04	59.5%
	TOTAL SANITATION	1,016,572	1,016,572	605,218.96	69,088.16	.00	411,353.04	59.5%
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59	CEMETERY							
5900	Cemetery	499,253	499,253	463,589.70	37,448.94	.00	35,663.30	92.9%
	TOTAL CEMETERY	499,253	499,253	463,589.70	37,448.94	.00	35,663.30	92.9%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	38,619	38,619	24,079.89	3,605.37	.00	14,539.11	62.4%
	TOTAL COMPUTER MAINTENANCE	38,619	38,619	24,079.89	3,605.37	.00	14,539.11	62.4%
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63	LIABILITY INSURANCE							
6300	Liability Insurance	528,052	528,052	463,116.70	14,683.30	.00	64,935.30	87.7%
	TOTAL LIABILITY INSURANCE	528,052	528,052	463,116.70	14,683.30	.00	64,935.30	87.7%
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64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT
MARCH 2017 YTD EXPENSES - FY 2017

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FOR 2017 09		JOURNAL DETAIL 2017 1 TO 2017 13						
64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	278,838	278,838	161,867.87	12,827.54	.00	116,970.13	58.1%
	TOTAL WORKERS' COMP INSURANCE	278,838	278,838	161,867.87	12,827.54	.00	116,970.13	58.1%
<hr/>								
72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	294,945	294,945	1,795.99	197.83	.00	293,149.01	.6%
	TOTAL RDA REVOLVING LOAN FUND	294,945	294,945	1,795.99	197.83	.00	293,149.01	.6%
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73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	3,117,953	3,117,953	593,016.19	-171,751.41	.00	2,524,936.81	19.0%
	TOTAL REDEVELOPMENT AGENCY	3,117,953	3,117,953	593,016.19	-171,751.41	.00	2,524,936.81	19.0%
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74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	0	0	1,458,409.28	17.02	.00	-1,458,409.28	100.0%
	TOTAL CEMETERY PERPETUAL CARE	0	0	1,458,409.28	17.02	.00	-1,458,409.28	100.0%
<hr/>								
83	RAP TAX							
8300	RAP Tax	451,000	451,000	21,105.02	31.25	.00	429,894.98	4.7%
	TOTAL RAP TAX	451,000	451,000	21,105.02	31.25	.00	429,894.98	4.7%
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91	GFAAG							
4210	Police	0	0	18,567.90	.00	.00	-18,567.90	100.0%
4220	Fire	0	0	2,336,192.99	.00	.00	-2,336,192.99	100.0%
	TOTAL GFAAG	0	0	2,354,760.89	.00	.00	-2,354,760.89	100.0%
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92	OPEB TRUST							

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City of Bountiful, UT
MARCH 2017 YTD EXPENSES - FY 2017

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FOR 2017 09

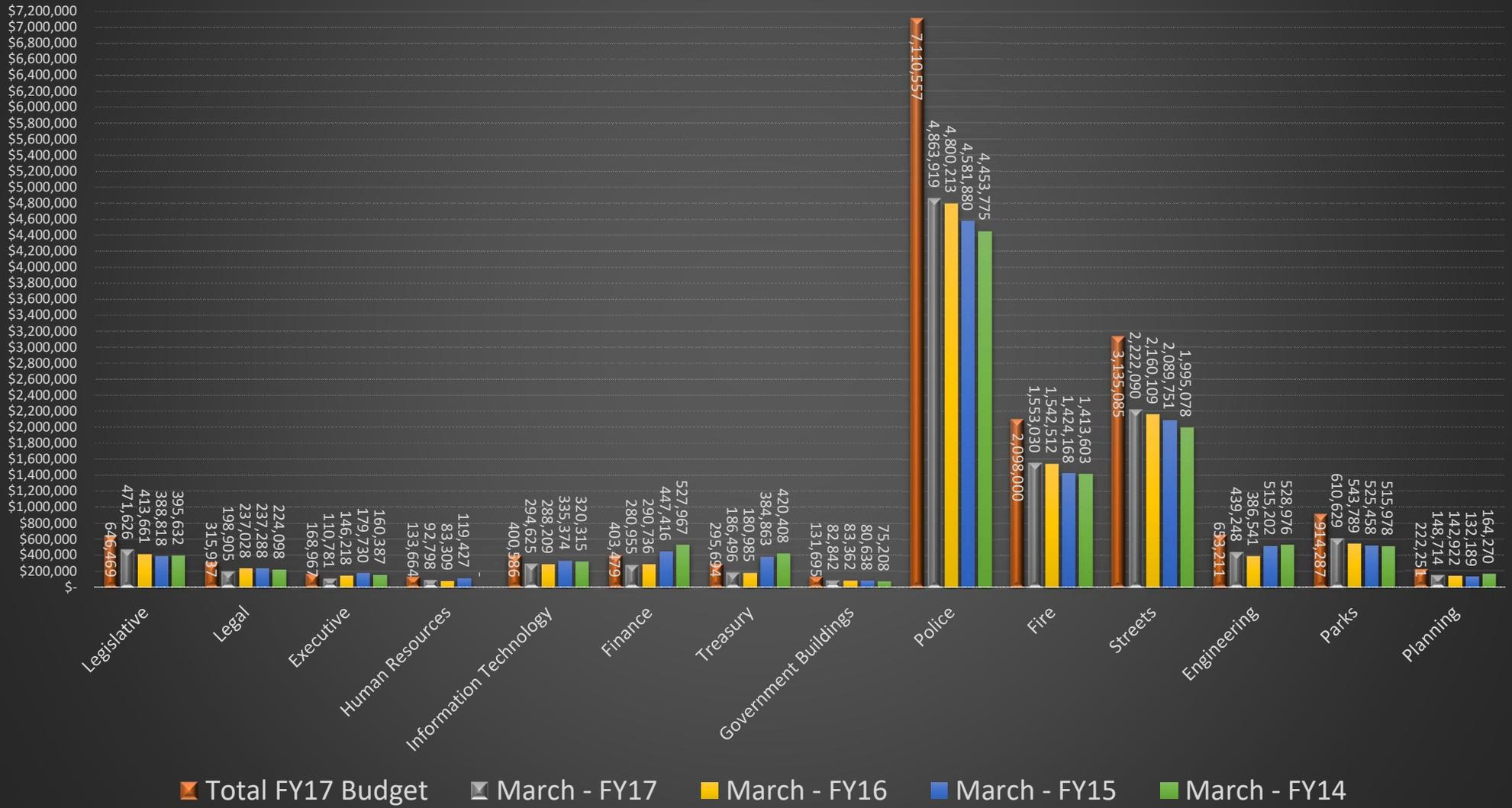
JOURNAL DETAIL 2017 1 TO 2017 13

92	OPEB TRUST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
9200	OPEB Trust	0	0	52,822.46	5,351.16	.00	-52,822.46	100.0%
	TOTAL OPEB TRUST	0	0	52,822.46	5,351.16	.00	-52,822.46	100.0%
	GRAND TOTAL	69,346,707	69,305,409	49,138,654.33	3,918,823.04	.00	20,166,754.67	70.9%

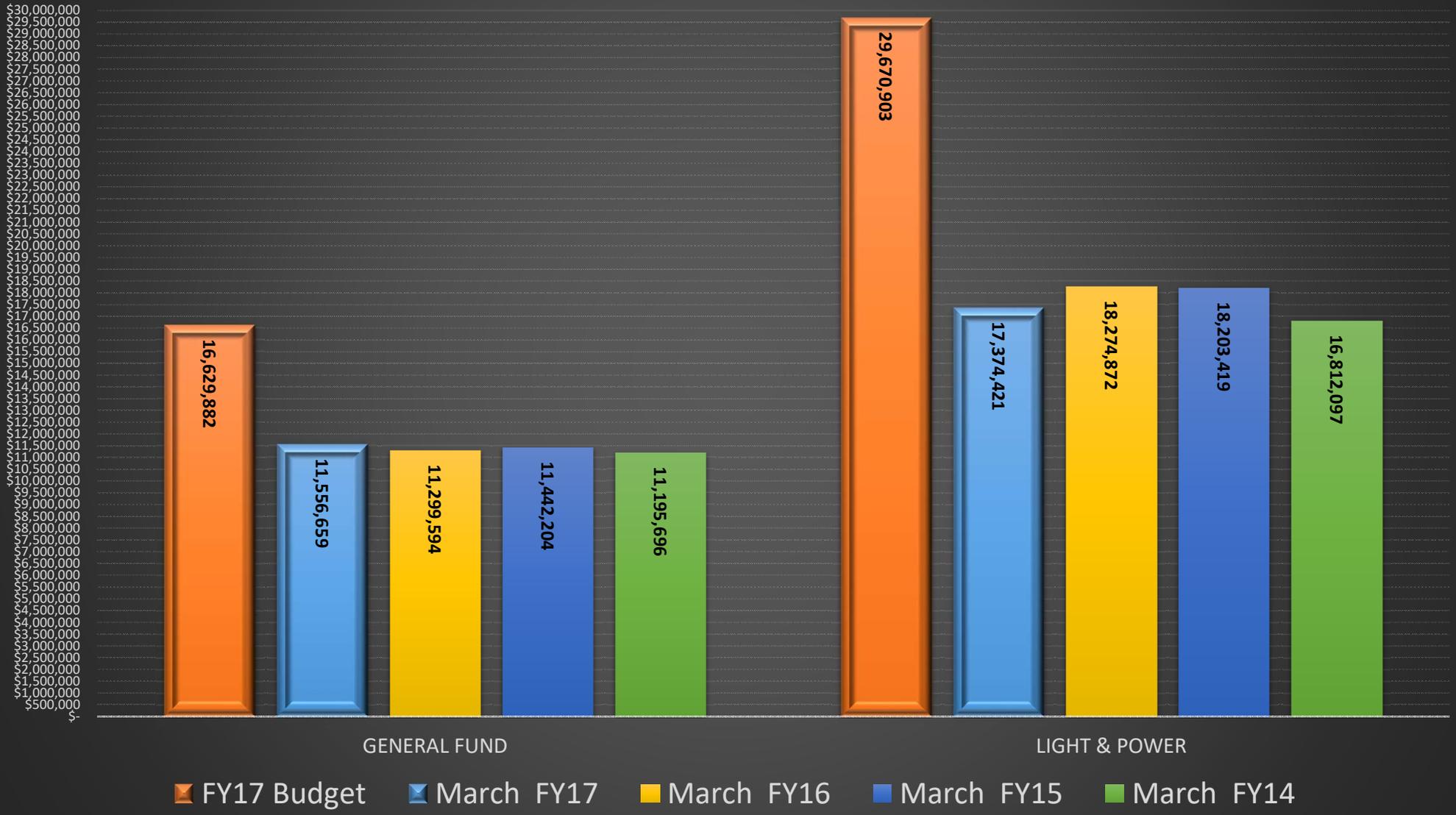
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General Fund Detailed Expenditures

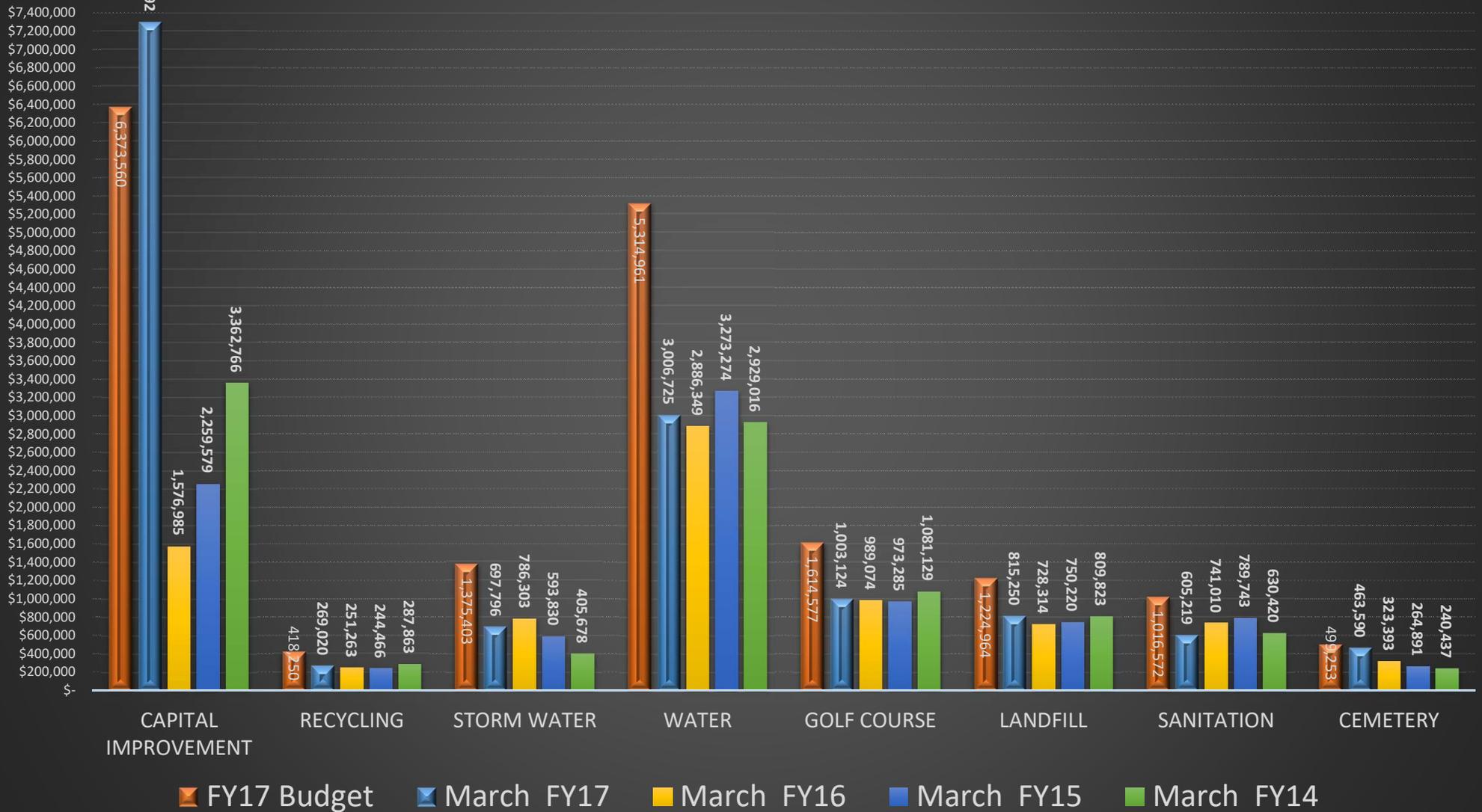
Fiscal Year 2017 Through March Compared to The 2017 Total Budget and The Expenditures of the Same Timeframe of the Past Three Fiscal Years



March 2017- 2017 Fiscal YTD Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



March 2017 - 2017 Fiscal YTD Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



City Council Staff Report



Subject: Fireworks Ordinance
Author: Clinton Drake
Dept: City Attorney
Date: 23 May 2017

Background

Utah Code Annotated 15A-5-202.5 allows municipalities to implement fireworks restrictions based on a fire code official's evaluation of the existing conditions within a city. If a fire code official determines that hazardous environmental conditions exist and recommends restrictions, a city council may enact an ordinance restricting fireworks.

Each year Fire Chief Jeff Basset (Fire Code Official) evaluates the fire hazards related to fireworks in Bountiful and makes a recommendation on restrictions.

Analysis

Chief Bassett (Fire Code Official) has determined that conditions within areas of Bountiful City are hazardous for fires and has recommended that restrictions be adopted for those areas posing a fire risk. Chief Bassett's determination empowers the City Council to adopt fireworks restrictions by adopting a Fireworks Ordinance for 2017 which would expire on November 20, 2017.

Beginning at the North Salt Lake boundary, fireworks will be prohibited east of Davis Boulevard until 400 North. At 400 North the boundary will drop to 900 East until approximately 1400 North. At 1400 North, the boundary will drop to 650 East. This is the same firework restriction area as last year.

Notice to the public of the fireworks restrictions will be strategically placed within the City.

Department Review

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

Recommendation

It is recommended that the City Council adopt Ordinance 2017-06 to prohibit discharging fireworks east of Davis Boulevard.

Significant Impacts

Imposing fireworks restrictions in the mountainous, brush-covered or forest-covered areas will minimize fire risks and increase public safety within the City.

Attachments

Ordinance 2017-06



BOUNTIFUL

City of Beautiful Homes and Gardens

Bountiful City Ordinance No. 2017-06

MAYOR
Randy Lewis
CITY COUNCIL
Richard Higginson
Beth Holbrook
Kendalyn Harris
John Marc Knight
John Pitt
CITY MANAGER
Gary R. Hill

An ordinance adopting restrictions of the use of fireworks within certain areas of the City of Bountiful, Utah, for the year 2017.

WHEREAS, the Utah Legislature grants authority to local governments to regulate the sale and discharge of Class “C” fireworks; and

WHEREAS, the Utah Code provides for annual scrutiny and review of fire hazards and risks by fire code officials and legislative bodies regarding fireworks and fire restrictions; and

WHEREAS, the Fire Chief of the South Davis Metro Fire Agency, who is the Bountiful Fire Code Official, has determined under the International Fire Code, Chapter 3, Section 310.8, that hazardous environmental conditions in and around Bountiful necessitate controlled use of ignition sources, including fireworks, and has recommended temporary fireworks discharge restrictions; and

WHEREAS, the City Council finds it is in the best interest of the municipality and the general health, safety and welfare of the public that this Ordinance should be passed;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOUNTIFUL CITY COUNCIL AS FOLLOWS:

Section 1. Ordinance Amendment. Section 5-10-108 of the Bountiful City Code is hereby amended as follows:

5-10-108. Fireworks Restrictions.

(1) Within the limits of the City of Bountiful east of Bountiful Boulevard, and, north of 400 North, east of 900 East:

(a) The discharge of class C common fireworks is prohibited at all times; and

(b) Campfires and other fires are allowed only in an approved fire pit designed and installed by the Forest Service or the City. No homemade or makeshift fire pits are allowed. The restrictions of this section 1(b) do not apply to residential structures or improved fire pits adjacent to a residential structure.

(2) (a) The discharge of fireworks is prohibited at all times as follows:

- (i) north of 1400 North Street, fireworks are prohibited east of 650 East Street;
- (ii) north of 400 North Street, fireworks are prohibited east of 900 East Street;
- (iii) south of 400 North Street, fireworks are prohibited east of Davis Boulevard; and
- (iv) fireworks are prohibited in any other areas designated by South Davis Metro Fire Agency officials.

(b) Within the area described in Subsection (2)(a), campfires and other fires are allowed only in an approved fire pit designed and installed by the Forest Service or the City. No homemade or makeshift fire pits are allowed. The restrictions of this section 1(b) do not apply to residential structures or improved fire pits adjacent to a residential structure.

(c) This subsection (2) does not apply to Bountiful City's 23rd of July public fireworks display because of adequate fire prevention preparations.

(d) This subsection (2) shall expire (unless extended by vote of the City Council) at 11:59 p.m. on November 30, 2017.

(3) In other parts of the City where not prohibited by Sections 1 and 2, the possession, display or discharge of Class C common state approved fireworks is permitted only as provided by State law. Any other possession, display or discharge is prohibited.

(4) It is unlawful to negligently discharge class C common state approved explosives, in such a manner as to cause, or to recklessly risk causing, a fire or injury to people or property.

(5) This ordinance shall not limit the authority of the Fire Chief or Fire Marshal to at any time issue emergency decrees or order fireworks and/or other fire restrictions depending upon conditions or needs.

(6) Fireworks possessed, sold or offered for sale in violation of this Ordinance may be seized and destroyed and the license of the person selling or offering fireworks for sale may be revoked.

(7) All terms relating to fireworks used in this Ordinance shall have the same meaning as defined in Utah Code § 53-7-202 of the Utah Fire Prevention Act.

Section 2. Effective Date. This Ordinance shall become effective immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 23rd day of May, 2017.

Randy C. Lewis, Mayor

Attest:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Questar Utah Transportation Service Agreement
Author: Allen Ray Johnson
Department: Light & Power
Date: May 23, 2017

Background

All three of our turbine generation units at the power plant only burn natural gas. Although we purchase our gas from an different supplier, Questar is the only way that we can actually get the gas from the main gas line in West Bountiful to our power plant. Our gas service for these turbines is presently a combination of firm and interruptible. This means that if Questar is experiencing any difficulty in providing sufficient product through their system, we are one of the services that they can interrupt or curtailed. This has not been much of a problem in the past. We have enough firm gas that we can operate our units for 12 hours a day before we would be curtailed.

Questar has revised their firm and interruptible transportation agreement and all customers need to agree and sign this agreement in order to receive gas starting July 1, 2017

Analysis

This agreement has been approved by the Public Service Commission and is the same agreement that all customers who receive gas through Questar's system are required to sign. We can terminate this agreement on a yearly basis by notifying Questar before March 31 and it will become effective July following the notice.

Department Review

This has been reviewed by the Staff and City Manager.

Significant Impacts

The agreement will allow us to continue operating our plant after July 1, 2017.

Recommendation

Staff recommends that we proceed with the signing of the Questar Gas Company "Utah Transportation Service Agreement".

This item will be presented to the Power Commission on Tuesday morning and their recommendation will be presented to the City Council Tuesday night.

Attachments A copy of the Questar Gas Company "Utah Transportation Service Agreement".

QUESTAR GAS COMPANY
UTAH TRANSPORTATION SERVICE AGREEMENT
(Firm and Interruptible Customers)

This Transportation Service Agreement (“Agreement”) is entered into this [REDACTED] day of [REDACTED], 2017, by and between Questar Gas Company, a Utah corporation (“Company”) and **Bountiful City Electric**, a Utah Municipality (“Customer”). Company and Customer may be referred to herein individually as “Party” and collectively as “Parties.” The Parties agree as follows:

1. Company shall provide transportation service in accordance with the terms, conditions and provisions in the Company’s Utah Tariff filed with the Public Service Commission of Utah (“Commission”) and as it may be amended from time to time (“Tariff”).
2. Each Primary and Secondary end-use site identified on Attachment A, which attachment is incorporated, shall be billed an Administrative Charge as set forth in the Tariff.
3. Customer must nominate Firm and Interruptible volumes separately. Customer may nominate its natural gas for delivery to either the Approved Point or the Alternate Point(s) identified on Attachment A and, if the nomination is confirmed, the Company will redeliver Customer’s supplies to Customer’s service address(es) associated with the SAID(s) listed on Attachment A. However, Questar Gas reserves the right to require each transportation customer to deliver its natural gas supplies to the Approved Point when, in Questar Gas’ sole discretion, its operational needs support such a change.
4. The Maximum **Hourly** Flow Rate is the maximum volume of gas that Customer expects to flow through its meter during any given hour. The Maximum Hourly Flow Rate for firm volumes is shown in Column I of Attachment A and the Maximum Hourly Flow Rate for interruptible volumes is shown in Column J of Attachment A. Customer represents that firm and interruptible volumes reflected as the Maximum **Hourly** Flow Rates set forth in Attachment A, Columns I and J reflect its best reasonable estimates of the maximum hourly flow expected by Customer. Upon request from Company from time to time, Customer will update its Maximum Hourly Flow Rates.
5. The Daily Firm contract limit is the amount shown in Column F of Attachment A. The firm confirmed scheduled quantities, up to the Daily Firm limit, shall be transported pursuant to Tariff terms and conditions applicable to firm transportation service.
6. The Daily Interruptible contract limit is shown in Column G of Attachment A. If Customer transports volumes greater than the firm confirmed scheduled quantity, referenced in Paragraph 5, above, such volumes shall be transported pursuant to Tariff terms and conditions applicable to interruptible transportation service.
7. Customer shall provide, or shall make arrangements for its upstream pipeline supplier to provide, measurement information and other information requested by Company concerning the volumes that have been delivered to Company on Customer’s behalf. Customer shall provide, or cause its upstream pipeline supplier to provide, measurement information on a daily basis unless otherwise agreed to by the Parties in writing.
8. Service under this Agreement shall commence on July 1, 2017, and continue for one year, and from year to year thereafter unless cancelled by either Party as provided herein. Either Party may

terminate this Agreement effective July 1 of any year after 2017 by providing advance written notice of termination on or before March 31 of the year of termination.

9. This Agreement shall be governed by and construed in accordance with Utah law, the Tariff and any applicable rules and regulations of the Commission and, to the extent that the Tariff or any applicable rules or regulations of the Commission conflict with or are inconsistent with this Agreement, now or in the future, the Tariff, Commission rules and regulations shall control. If any term of this Agreement is held to be illegal or in conflict with Utah law, the Tariff, or any applicable Commission rule or regulation, the validity of the remaining portion of the Agreement shall not be affected, and the rights and obligations of the Parties shall be construed as if the Agreement did not contain the particular term held to be invalid. Any legal action concerning this Agreement shall be filed in Salt Lake County, Utah and the Parties consent to personal jurisdiction and venue in Salt Lake County.
10. In the event it becomes necessary for either Party to enforce its rights under this Agreement, with or without litigation, the prevailing Party shall be entitled to recover all reasonable expenses, including attorney fees and costs, arising out of the enforcement of its rights.
11. Customer may not assign this Agreement without the written consent of Company.
12. All communications, consents and other notices shall be in writing and shall be deemed to have been given when personally delivered, or three (3) business days after being mailed by certified or registered U.S. Mail, return receipt requested, or when receipt is acknowledged if sent by e-mail or other electronic transmission means. All notices will be given to:

(a) If to Customer:

Bountiful City Electric
Attention: Director
198 South 200 West
Bountiful, UT 84010

(b) If to Company:

Questar Gas Company
Attention: Director, Industrial and Municipal Accounts
P.O. Box 45360
Salt Lake City, Utah 84145-0360
Facsimile: (801) 324-5485

Any notice or mailing so given shall be effective when received, but in any event no later than three (3) days following the date of mailing.

13. This Agreement contains the entire agreement between the Parties concerning the provision of natural gas service to the SAID(s) identified in Attachment A and it supersedes any prior agreement, verbal or written, regarding the provision of natural gas service.

14. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

BOUNTIFUL CITY ELECTRIC	QUESTAR GAS COMPANY
<p> Signature _____</p> <p>Name _____</p> <p>Title _____</p> <p>Date: _____</p>	<p>Signature _____</p> <p>Susan S. Davis Director, Industrial and Municipal Accounts</p> <p>Date: _____</p> <p>Account Representative: BJR</p>

Attachment A (Firm and Interruptible Customers)

Customer Name: Bountiful City Electric
 Account Number: 6056810000
 SA_ID(s) and Service Address(es):

A	B	C	D	E	F	G	H	I	J
SAID	Service Address	Primary or Secondary End-Use Site	Approved Receipt Point	Alternate Receipt Point	Daily Firm Dth/Day	Daily Interruptible Dth/Day	Daily Total Dth/Day (Firm + Int.) (F+G)	Maximum Hourly Flow-Rate (Firm)	Maximum Hourly Flow-Rate (Interruptible)
6056810936	253 S 200 W/trans Bountiful, UT 84010	Primary	90164	90813	4100	6256	10356		

Mailing Address: 198 S 200 W Bountiful UT 84010-8735
 Service Initiation Date: July 1, 2017

City Council Staff Report

Subject: 138 Substation Engineering Services
Author: Allen Ray Johnson
Department: Light & Power
Date: May 23, 2017



Background

We have two transformers in our 138KV substation which is located in the southwest corner of Centerville, Utah. This is our main substation where we connect to Rocky Mountain Power's system. All of the power coming into Bountiful City from Rocky Mountain Power comes through these two transformers and is stepped down from 138KV to 46KV. We are planning to replace one of the two transformers, install a tie breaker, install some additional P.T.'s, rebuild the structures, and replace the transformer pad and oil retention basin on one half of the substation.

We hope to complete this project in the spring of 2018 if the material deliveries will accommodate this schedule.

Analysis

The completion of the 138KV Substation Transformer and Tie Breaker upgrade will increase our system capacity and reliability. This will be a significant upgrade to our main substation. Any work in this substation needs to be scheduled during the spring or fall while our system loads are down and can all be carried by the other 138KV transformer.

Department Review

This has been reviewed by the Power Department Staff, and City Manager.

Significant Impacts

The materials and construction portion of this project will be included in the 2017-18 budget. Part of these Engineering Services will be covered by the contingency account in the 2016-17 budget.

Recommendation

Staff recommends the approval of the proposal from ECI to provide Engineering Services for the 138KV Substation Transformer and Tie Breaker upgrade for a total cost of \$375,000.

This item will be discussed at the Power Commission meeting Tuesday, May 23, 2017, and we will bring their recommendation to the City Council meeting that night.

Attachments

None

City Council Staff Report



Subject: Single Event Alcohol Permit
Tour of Utah/Utah Cycling Partnership
Author: Darlene Baetz/Chad Wilkinson
Department: Planning
Date: May 23, 2017

Background

Tour of Utah/Utah Cycling Partnership has requested a Local Consent for a Single Event Alcohol Permit for Friday, August 4, 2017. The event will run from 11:00 a.m. - 3:00 p.m. The requested license is to serve alcohol for a single event in two different locations, and is not for an ongoing right to serve liquor. The first proposed location, a hospitality tent for pass holders, will be on City property located near the intersection of Center Street and Main Street in front of the Post Office. This is the same location as last year. The second location is for a "beer garden" tent on City property located adjacent to the intersection of 100 South and Main Street (in front of Vito's). Per State law, all alcohol must be consumed on site.

Under State law, any licensing for single event alcohol permits must be approved by the State. Part of the State licensing process includes a consent form to be signed by the local jurisdiction. Bountiful Ordinance requires approval by the governing body (City Council) for all alcohol permits. The organizers have paid all applicable fees to the City and now request approval from the City.

Analysis

The applicant meets all of the legal requirements for the permit to be issued.

Department Review

This application has been reviewed by the Planning Director, the Police Chief, and the City Manager.

Significant Impacts

None.

Recommendation

It is recommended that the application be granted.

Attachments

Tour of Utah's Application for a Single Event Permit and Local Consent form.
Map of Hospitality Tent and Beer Garden Tent



Calendar Year 2017
Date Received 4-14-17
Police Approval [Signature] (J. ROSS)
CC Approval _____

LICENSE FEE: \$100.00

SINGLE EVENT BEER PERMIT APPLICATION

Please Complete All Items – Incomplete Forms Will Be Returned Without Being Processed

Name of Organization: Utah Cycling Partnership dba Tour of Utah
Name of Applicant: Jenn Andrs, Executive Director
Address of Organization: 301 W South Temple, SLC, UT 84101
Business Phone # 801 325 7003 Cell Phone # 801 699 8588
E-Mail jenn@tourofutah.com

Names and Addresses of Officer's of the Business or Organization:
Name: Steve Miller Address: 301 W South Temple SLC UT 84101
Name: Jenn Andrs Address: 9020 S Sandy Parkway Andrs. SLC 84124
Name: _____ Address: _____
Name: _____ Address: _____

Event Name: Tour of Utah - Stage 5
Address of Event: 100 S Main Street Bountiful UT 84010
Event Dates: August 4 2017
Event Times: 11 am - 3 pm
State Permit #: _____

- 1. I (We) hereby submit this application for a Single Event Beer Permit to sell beer strictly within the terms of the Ordinances of Bountiful City and the Liquor Control Act of Utah.
- 2. I (We) have applied for and been granted a Single Event Permit by the State of Utah for the sale of liquor for a period not to exceed 72 hours and this Single Event Beer Permit will run concurrently with that State Permit.
- 3. I (We) have complied with the requirements, and possess the qualifications specified in the Ordinances of Bountiful City and the Liquor Control Act of Utah, and agree that if a permit is issued that it shall be subject to the revocation as provided by City Ordinances, and provisions of the Liquor Control Act of Utah.

I CERTIFY THAT THE INFORMATION HEREIN IS TRUE AND CORRECT AND THAT I WILL ABIDE BY ALL OF THE CONDITIONS LISTED ON THIS APPLICATION.

Signature of Applicant [Signature] Date 4/14/17
Title of Applicant Executive Director

Map of Hospitality and Beer Garden Locations



City Council Staff Report



Subject: Declaration of Trust – OPEB
Author: Clinton Drake
Dept: Legal
Date: 18 May 2017

Background

Many state and local governmental employers provide other post-employment benefits (OPEB) as part of the total compensation offered to attract and retain the services of qualified employees. OPEB typically includes postemployment healthcare, as well as other forms of postemployment benefits. In the past, Bountiful City offered an OPEB plan that paid the single health insurance premiums and a small life insurance benefit for eligible retired employees that met certain age and years of service thresholds. On July 1, 2012, City's OPEB plan was discontinued. Although discontinued, there are still a small number of employees utilizing the plan. In order to meet its OPEB obligations to these employees, the City maintains an investment fund with an outside investment management company.

Analysis

The City has an ongoing financial obligation to meet all outstanding OPEB liabilities. Placing these funds in a qualifying trust complies with Governmental Accounting Standards Board (GASB) requirements, provides protection for OPEB funds and allows the City to utilize certain tax exclusions. The small number of employees utilizing the OPEB plan is diminishing. As the number of employees utilizing OPEB plan diminishes, so will the City's OPEB liabilities.

Department Review

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

Significant Impacts

There are no significant impacts.

Recommendation

It is recommended that the City Council approve Resolution 17-07 Establishing an Integral Part Trust for Other Post-Employment Benefits for Certain Employees.

Attachments

Declaration of Trust of the City of Bountiful, Integral Part Trust, Dated May 23, 2017.

EXHIBIT “A”

**Declaration of Trust of Bountiful City,
Integral Part Trust, Dated May 23, 2017**

**DECLARATION OF TRUST OF THE
CITY OF BOUNTIFUL, UTAH**

INTEGRAL PART TRUST

Declaration of Trust made as of the 23rd day of May, 2017, by the City of Bountiful, Utah.

RECITALS

WHEREAS, the Employer is a governmental entity exempt from federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer seeks to provide for the security and welfare of its Retirees by funding one or more post-retirement welfare benefit plans, programs or arrangements to provide for life, sickness and medical benefits through insurance and self-funded reimbursement plans (collectively a “Plan”); and

WHEREAS, it is an essential function and integral part of the exempt activities of the employer to assist Retirees by making contributions to and accumulating assets in the trust, a segregated fund, for post-retirement welfare benefits under such a Plan; and

WHEREAS, the authority to provide for the investment and general administration of assets to be used to fund such a Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the Trust specified in this Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income to be used for the exclusive purpose of funding post-retirement welfare benefits under a Plan for its Retirees.

NOW, THEREFORE, the Employer does hereby establish this Trust, to be known as the Declaration of Trust of the City of Bountiful, Utah, Integral Part Trust (hereinafter referred to as the “Trust”), and agree that the following constitute the Declaration of Trust (hereinafter referred to as the “Declaration”):

**ARTICLE I
DEFINITIONS**

1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.

- (a) “Account” means the investment recordkeeping account established to fund post-retirement welfare benefits on behalf of Employer’s Retirees.

- (b) “Administrator” means the Employer. The Employer may contract for such administrative services as are necessary to implement a Plan.
- (c) “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- (d) “Retiree” means an individual who performed and services for the Employer, and who has been designated as eligible to receive benefits under a Plan.
- (e) “Investment Fund” means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be invested as herein provided. The Trustee shall not be required to select any Investment Fund.
- (f) “Trust” means the Trust established by this Declaration.
- (g) “Trustee” means the Employer or its designee.

ARTICLE II ESTABLISHMENT OF TRUST

2.1 The Trust is hereby established as of the date set forth above for the exclusive purpose of providing a funding mechanism for post-retirement welfare benefits for the Employer’s Retirees until such time that all such liabilities are met.

ARTICLE III CONSTRUCTION

3.1 This trust and its validity, construction and effect shall be governed by the laws of the State of Utah.

3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.

3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

ARTICLE IV BENEFITS

4.1 Benefits. This Trust may be used to fund benefits on behalf of a Retiree pursuant to the terms of a Plan.

4.2 Form of Benefits. Assets held in this Trust may be used to reimburse a Retiree for insurance premiums or other payments expended for permissible benefits described under a Plan. This Trust may reimburse the Employer, or the Administrator for insurance premiums or other payments pursuant to the Plan.

ARTICLE V

GENERAL DUTIES

5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Account and Plan or Plans in the Trustee's name, as directed by the Employer or its designees as may be amended from time to time in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the employer or to take any steps to collect such amounts as may be due to be held in trust under the terms of a Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust; to the extent such functions are performed by the Employer or the Administrator, or both.

5.2 It shall be the duty of the Employer, subject to the provision of a Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions, and to keep accurate books and records, or cause its designee to keep accurate books and records with respect to the Account and a Plan.

ARTICLE VI INVESTMENTS

6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.

6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer, the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:

(a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;

(b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;

(c) To exercise, where applicable and appropriate, any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and

(d) At the direction of the Employer (or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits

(including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes debentures, equipment or collateral trust certificates, rights warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including fund for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.

6.3 Notwithstanding anything to the contrary herein, the assets of the Account shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.

6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect of such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee negligently, intentionally or recklessly fails to perform any of the duties undertaken by it under the provision of this Trust.

6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same.

6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow

the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

ARTICLE VII CONTRIBUTIONS

7.1 Employer Contributions. The employer shall contribute to the Trust such amounts as specified in the employee's liability for Other Post-Employment Benefits.

7.2 Receipt of Contributions. The employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name and directed by the Employer or its designee pursuant to this Declaration.

7.3 No amount maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer or the Trustee.

7.4 Upon the satisfaction of all liabilities under a Plan to provide benefits to Retirees, any amount of Employer contributions, plus accrued earning thereon, remaining in the Trust shall be returned to the Employer.

ARTICLE VIII MULTIPLE PLANS

8.1 If the Employer hereafter adopts one or more other Plans and designates the Trust hereby created as part of such other Plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other Plans. In the event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such Plan or Plans with the contributions previously received by the Trust, but the books and records of the Employer or, of so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each Plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other Plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by

the terms of such other Plans as having the authority to control and manage the operation and administration of such other Plan.

ARTICLE IX DISBURSEMENT AND EXPENSES

9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of a Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 12.1), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive purpose of funding post-retirement welfare benefits for Retirees pursuant to the provisions of a Plan.

9.2 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

ARTICLE X ACCOUNTING

10.1 The Trustee shall not be required to keep accounts of the investments, receipts disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.

10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.

11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.

11.3 The Employer may engage a Trustee as its agent in the performance of any duties required of the Employer under a Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.

11.4 The Employer shall have the right at all reasonable times during the term of this Declaration for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

**ARTICLE XII
AMENDMENT AND TERMINATION**

12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any Such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the "Trustee, if the Trustee's execution is not required.

12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under a Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings, thereon, remaining in the Accounts shall be returned to the Employer.

**ARTICLE XIII
SUCCESSOR TRUSTEES**

13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days advance written notice.

13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days advance written notice to the Employer.

13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

**ARTICLE XIV
LIMITED EFFECT OF TRUST**

14.1 Neither the establishment of the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in a Plan or in this Declaration.

**ARTICLE XV
PROTECTIVE CLAUSE**

15.1 Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with a plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer/Trustee has executed this Declaration by its duly authorized officers, as of the date first hereinabove mentioned.

EMPLOYER/TRUSTEE

By: _____



BOUNTIFUL

City of Beautiful Homes and Gardens

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2017-07

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
Beth Holbrook
John Marc Knight
John S. Pitt
CITY MANAGER
Gary R. Hill

A RESOLUTION ESTABLISHING AN INTEGRAL PART TRUST FOR OTHER POST-EMPLOYMENT BENEFITS FOR ELIGIBLE EMPLOYEES

WHEREAS, many state and local employers provide other post-employment benefits (OPEB) to employees meeting certain eligibility thresholds; and

WHEREAS, in the past, Bountiful City offered an OPEB Plan to eligible requirements; and

WHEREAS, the City discontinued its OPEB Plan in 2012; and

WHEREAS, a small number of eligible employees are still utilizing the City's OPEB Plan; and

WHEREAS, the City maintains an OPEB investment fund through an outside investment management company for the purpose of meeting its ongoing OPEB Plan obligations; and

WHEREAS, placing the OPEB Plan investment funds in a trust will assist the City in meeting its ongoing OPEB liabilities, comply with Governmental Accounting Standards Board (GASB) requirements; provide protection for the funds and allow the City to utilize certain tax exclusions; and

NOW, THEREFORE, BE IT RESOLVED, Bountiful City hereby adopts the Declaration of Trust of the City of Bountiful, Integral Part Trust, dated May 23, 2017, which is hereby attached at Exhibit "A" and incorporated by this reference

BE IT FURTHER RESOLVED, by the City Council of Bountiful City, Utah, that the assets of the City's OPEB Plan shall be held in trust, with Bountiful City serving as trustee for the exclusive benefit of OPEB eligible participants, their survivors and beneficiaries, and the assets of OPEB Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the OPEB Plan.

BE IT FURTHER RESOLVED, that Bountiful City has executed the Declaration of Trust of the City of Bountiful, Integral Part Trust, dated May 23, 2017.

BE IT FURTHER RESOLVED, that the City Manager, or his designee shall be the coordinator and contact for the plan and shall receive necessary reports, notices, etc. and authorize the City Manager, or his designee to execute any documents, including agreements with third party investment management companies tasked with managing the City's OPEB Plan and take any other action necessary to accomplish set forth herein.

Effective date. This Resolution shall take effect immediately upon passage.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 23RD DAY
MAY, 2017.**

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

Council Staff Report

Subject: Final PUD Plat Approval for Enclave PUD
Address: 50 East 3100 South
Author: City Engineer
Department: Engineering, Planning
Date: May 23, 2017



Background

Mr. Robert Gibson has completed the PUD site plans and the plat map for this development and is now requesting final approval for the 5 unit Enclave PUD. This PUD was granted preliminary approval by the Council on April 18, 2017.

Analysis

To review, the proposed PUD consists of 5 units on 0.73 acres with attached parking for each. The developer has modified his plans to show the necessary private areas and front yards. The site plans, landscaping and building elevations were previously reviewed and approved with the Preliminary Plat/Final Site Plan approval on April 18, mentioned above.

Department Review

The proposed final plat has been reviewed by the Engineering Department and Planning Department.

Recommendation

With the conditions listed below, the proposed development meets the requirements of the Bountiful City Land Use Ordinance and design standards and the Planning Commission sends a positive recommendation for final approval to the City Council.

1. Post a bond to cover the costs of construction of required site improvements.
2. Make all necessary red line corrections to the drawings.
3. Prior to building permit, submit a final landscape plan meeting the requirements of Chapter 16 of the Bountiful City Zoning Ordinance.
4. Payment of all required fees.
5. Provide a current Title Report.
6. Sign a Development Agreement with the City

Significant Impacts

This places 5 homes where there has historically only been one home and a corn field. The corresponding increase to storm water runoff and traffic on 1000 North and 200 West will be minor and will not have a detrimental effect on the surrounding area.

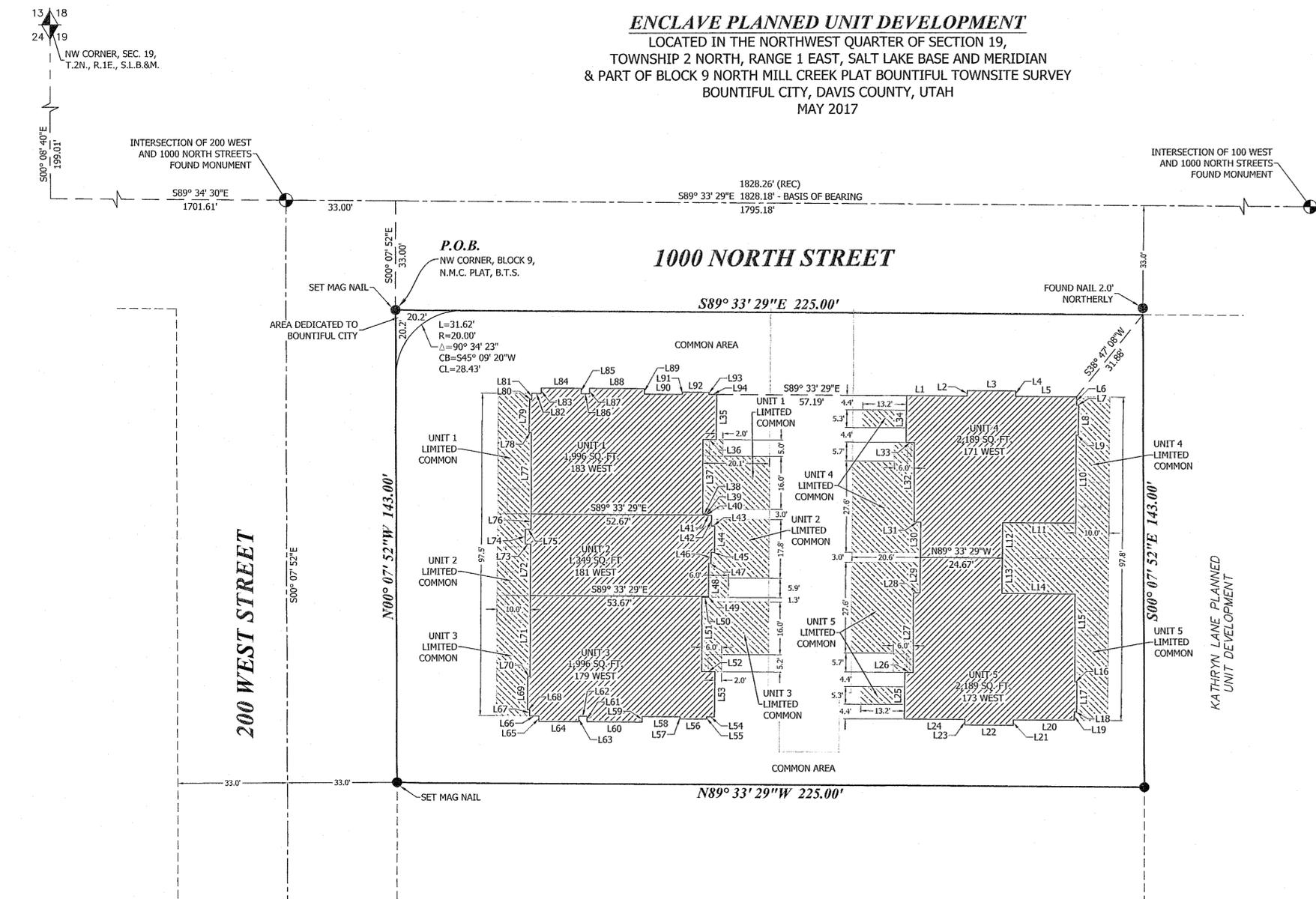
Attachments

Lovely color aerial photo of the property in its existing condition.
Copy of the final plat

Aerial Photo of The Enclave PUD



ENCLAVE PLANNED UNIT DEVELOPMENT
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 19,
 TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
 & PART OF BLOCK 9 NORTH MILL CREEK PLAT BOUNTIFUL TOWNSITE SURVEY
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH
 MAY 2017

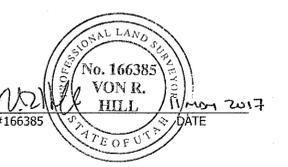


Line #	Length	Direction
L1	18.25'	S 89°33'29" E
L2	1.67'	N 00°26'31" E
L3	14.58'	S 89°33'29" E
L4	1.67'	S 00°26'31" W
L5	18.33'	S 89°33'29" E
L6	2.56'	N 00°26'31" E
L7	0.67'	S 89°33'29" E
L8	9.00'	S 00°26'31" W
L9	0.67'	N 89°33'29" W
L10	26.65'	S 00°26'31" W
L11	22.00'	S 89°33'29" E
L12	10.71'	N 00°26'31" E
L13	10.71'	S 00°26'31" W
L14	22.00'	S 89°33'29" E
L15	26.65'	S 00°26'31" W
L16	0.67'	S 89°33'29" E
L17	9.00'	S 00°26'31" W
L18	0.67'	N 89°33'29" W
L19	2.56'	S 00°26'31" W
L20	18.33'	N 89°33'29" W
L21	1.67'	S 00°26'31" W
L22	14.58'	N 89°33'29" W
L23	1.67'	N 00°26'31" E
L24	18.25'	N 89°33'29" W
L25	14.12'	N 00°26'31" E
L26	2.50'	S 89°33'29" E
L27	24.08'	N 00°26'31" E
L28	2.00'	S 89°33'29" E
L29	10.71'	N 00°26'31" W
L30	10.71'	S 00°26'31" E
L31	2.00'	S 89°33'29" E
L32	24.08'	S 00°26'31" W
L33	2.50'	S 89°33'29" E
L34	14.12'	N 00°26'31" E
L35	13.62'	N 00°26'31" E
L36	4.00'	S 89°33'29" E
L37	22.54'	N 00°26'31" E
L38	1.00'	N 89°33'29" W
L39	0.25'	S 00°26'31" W
L40	0.08'	N 00°26'31" E
L41	1.67'	S 89°33'29" E
L42	3.25'	S 00°26'31" W
L43	1.00'	S 89°33'29" E
L44	8.00'	S 00°26'31" W
L45	1.00'	N 89°33'29" W
L46	3.25'	S 00°26'31" W
L47	0.67'	N 89°33'29" W

Line #	Length	Direction
L48	10.08'	S 00°26'31" W
L49	0.25'	N 00°26'31" E
L50	2.00'	S 89°33'29" E
L51	22.54'	N 00°26'31" E
L52	4.00'	N 89°33'29" W
L53	13.63'	N 00°26'31" E
L54	2.33'	N 89°33'29" W
L55	0.67'	S 00°26'31" W
L56	8.00'	N 89°33'29" W
L57	0.67'	N 00°26'31" E
L58	11.42'	N 89°33'29" W
L59	1.67'	S 00°26'31" W
L60	16.58'	N 89°33'29" W
L61	1.67'	N 00°26'31" E
L62	2.50'	N 89°33'29" W
L63	1.67'	S 00°26'31" W
L64	12.00'	N 89°33'29" W
L65	1.67'	N 00°26'31" E
L66	2.83'	N 89°33'29" W
L67	1.83'	S 00°26'31" W
L68	0.67'	S 89°33'29" E
L69	10.00'	S 00°26'31" W
L70	0.67'	N 89°33'29" W
L71	24.58'	S 00°26'31" W
L72	15.58'	S 00°26'31" W
L73	1.67'	S 89°33'29" E
L74	4.50'	S 00°26'31" W
L75	1.67'	N 89°33'29" W
L76	4.58'	S 00°26'31" W
L77	24.58'	S 00°26'31" W
L78	0.67'	S 89°33'29" E
L79	10.00'	S 00°26'31" W
L80	0.67'	N 89°33'29" W
L81	1.83'	S 00°26'31" W
L82	2.83'	S 89°33'29" E
L83	1.67'	N 00°26'31" E
L84	12.00'	S 89°33'29" E
L85	1.67'	S 00°26'31" W
L86	2.50'	S 89°33'29" E
L87	1.67'	N 00°26'31" E
L88	16.58'	S 89°33'29" E
L89	1.67'	S 00°26'31" W
L90	11.42'	S 89°33'29" E
L91	0.67'	N 00°26'31" E
L92	8.00'	S 89°33'29" E
L93	0.67'	S 00°26'31" W
L94	2.33'	S 89°33'29" E

SURVEYOR'S CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO UNITS, COMMON & LIMITED COMMON AREAS HEREAFTER TO BE KNOWN AS ENCLAVE PLANNED UNIT DEVELOPMENT AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.



BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 9, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, SAID POINT BEING SOUTH 00°08'40" EAST 199.01 FEET ALONG THE SECTION LINE AND SOUTH 89°34'30" EAST 1701.61 FEET TO THE MONUMENT MARKING THE INTERSECTION OF 200 WEST AND 1000 NORTH STREETS AND SOUTH 89°33'29" EAST 33.00 FEET ALONG THE MONUMENT LINE OF 1000 NORTH STREET AND SOUTH 00°07'52" EAST 33.00 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 89°33'29" EAST 225.00 FEET ALONG THE SOUTH LINE OF 1000 NORTH STREET TO THE NORTHWEST CORNER OF THE KATHRYN LAINE PLANNED UNIT DEVELOPMENT; THENCE SOUTH 00°07'52" EAST 143.00 FEET ALONG THE WEST LINE OF SAID PLANNED UNIT DEVELOPMENT; THENCE NORTH 89°33'29" WEST 225.00 FEET TO THE EAST LINE OF 200 WEST STREET; THENCE NORTH 00°07'52" WEST 143.00 FEET ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF SAID BLOCK 9 AND TO THE POINT OF BEGINNING.

CONTAINING 0.739 ACRES.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO UNITS, HEREAFTER TO BE KNOWN AS ENCLAVE PLANNED UNIT DEVELOPMENT, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREETS AND EASEMENTS, INCLUDING ALL COMMON AND LIMITED COMMON AREAS AS EASEMENTS AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENT OR OTHER ENCUMBRANCE WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS AND SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20____.

NOAH GIBSON

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 20____, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, NOAH GIBSON, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC: _____
 RESIDENCE: _____
 MY COMMISSION EXPIRES: _____

UTILITY APPROVAL

SO. DAVIS SEWER IMP. DISTRICT: _____ DATE: _____
 BOUNTIFUL LIGHT AND POWER: _____ DATE: _____
 BOUNTIFUL CITY WATER: _____ DATE: _____
 CENTURY LINK: _____ DATE: _____
 COMCAST: _____ DATE: _____
 BOUNTIFUL IRRIGATION: _____ DATE: _____
 QUESTAR GAS: _____ DATE: _____

LEGEND

PROPERTY LINE _____
 ADJACENT PROPERTY _____
 ROAD CENTERLINE _____
 SECTION LINE _____
 TIE TO MONUMENT _____
 EASEMENT LINE _____

RECORD CALLS ()

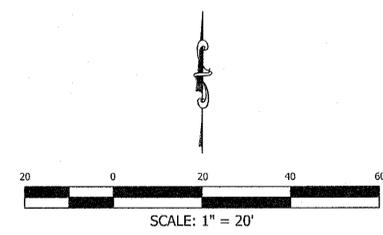
SET 5/8" REBAR WITH H&A ENTELLUS CAP, LS # 166385, AT CORNER (UNLESS OTHERWISE NOTED) ●

FOUND PROPERTY MARKER (AS NOTED) ○

PRIVATE AREA [Hatched Box]

COMMON AREA [White Box]

LIMITED COMMON [Diagonal Hatched Box]



HA Entellus
 181 North 200 West, Suite #4
 Bountiful, Utah 84010
 Phone 801-298-2236
 PROJECT #1013004 02/14/2017, JRC

CITY COUNCIL'S APPROVAL

PRESENTED TO THE CITY COUNCIL OF BOUNTIFUL CITY, UTAH, ON THIS _____ DAY OF _____, 20____.

CITY RECORDER ATTEST: _____
 MAYOR: _____

CITY ENGINEER'S APPROVAL

APPROVED BY THE BOUNTIFUL CITY ENGINEER, THIS _____ DAY OF _____, 20____.

BOUNTIFUL CITY ENGINEER _____

PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF BOUNTIFUL CITY, THIS _____ DAY OF _____, 20____.

PLANNING DIRECTOR _____

CITY ATTORNEY'S APPROVAL

APPROVED ON THIS _____ DAY OF _____, 20____.

BOUNTIFUL CITY ATTORNEY _____

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____
 AT _____ IN BOOK _____ OF _____
 COUNTY RECORDER: _____
 BY: _____ DEPUTY