BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, May 10, 2022

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at City Hall, 795 South Main Street, 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.

Bountiful City Council meetings, including this meeting, are open to the public. The meeting is also available to view online, and the link will be available on the Bountiful City website homepage (www.bountifulutah.gov) approximately one hour prior to the start of the meeting.

AGENDA

7:00 p.m. - Regular Session

- 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 two 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. Consider approval of minutes of four previous meetings held on April 14, 25 & 26, 2022 p. 3
- 4. Council Reports
- 5. BCYC Report
- 6. Consider approval of:
 - a. Expenditures greater than \$1,000 paid April 18 & 25, 2022

p. 23 p. 27

- b. March 2022 Financial Report
- 7. Consider approval of Resolution 2022-05 allowing Bountiful City to enter into an Interlocal Cooperation Agreement to provide employee services for the South Davis Recreation District Mr. Tyson Beck p. 81
- 8. Consider approval of Resolution 2022-06 ratifying the purchase and sale agreement for property located at approximately 1579 North Main Street Mr. Clinton Drake

 p. 81

 p. 81
- 9. Consider approval of using the proceeds from the sale of firearms to purchase department ammunition Chief Ed Biehler p. 101
- 10. Consider approval of the proposal from Five 9s Communications in the amount of \$79,790 for the installation of cellular signal booster equipment at the Public Safety building and City Hall Mr. Lloyd Cheney p. 103
- 11. Consider acceptance of the public improvement at The Enclave P.U.D. and authorize the release of remaining bond funds and any further obligation for public improvements by the developer Mr. Lloyd Cheney p. 105
- 12. Consider adoption of City of Bountiful, Operating and Capital Budget, Fiscal Year 2022-2023 tentative budget Mr. Galen Rasmussen
- 13. Adjourn

Shawnadharuf City Recorder

Minutes of the 1 **Public Safety Committee Budget Review Meeting** 2 **Bountiful City Public Safety Building** 3 April 14, 2022 (4:00 p.m.) 4 5 6 Present: 7 Committee Members: Kate Bradshaw (Chair), Jesse Bell, Cecilee Price-Huish, Kendalyn Harris 8 **Gary Hill** 9 City Manager: Assistant City Manager: Galen Rasmussen 10 Ed Biehler, Dave Edwards, Troy Killian, David Gill, 11 Police Department Staff: Kathy Lovoi, Chris Young, Nico Herrera 12 13 Official Notice of this meeting had been given by posting a written notice of same and an agenda at 14 the City Hall and providing copies to the following newspapers of general circulation: Davis Journal, 15 Standard Examiner, and on the Utah Public Notice Website. 16 17 Committee chair Kate Bradshaw called the meeting to order at 4:04 p.m., welcomed those in 18 19 attendance. 20 PRESENTATION OF POLICE DEPARTMENT BUDGET Chief Ed Biehler provided an introduction of Police staff and then delivered an overview of 21 department operations and a description of the process of budget development which includes an 22 internal budget committee. Major roles and critical functions as noted in the tentative budget 23 document include: 24 25 Enforce federal, state and local laws. Provide public safety for residents and visitors. 26 Provide dispatch services for five police agencies and the fire district. 27 28 Lead in managing emergencies that arise within the city. Records management for police operations 29 Fiscal Year priorities for Fiscal Year 2022-2023 include: 30 Transition to CAD/RMS/Mobile Software from eForce to Spillman. An overview was also 31 provided on the environment of dispatching within the County at the current time. Over the 32 33 years there has been a political push to have centralized dispatch countywide. It was noted that special service district models for this service tend to be more expensive than the current 34 35 model. Multiple dispatch centers can provide redundancy that provides a layer of safety in the event of system failures and virtual consolidation would allow the benefits of central dispatch

without the downsides of physical consolidation. Cost for the CAD transition will be \$896,501

- in total with \$230,595 as Bountiful City's share that will be further charged out equitably to other entities that Bountiful dispatches for currently. Bountiful City's share of the Spillman software will be \$277,284.
 - Replace and train new supervisory staff.

5

6

7

8

- Continue countywide dispatching discussion.
- Complete Utah Chiefs of Police Accreditation program.
- Promote department employee wellness. This program includes a psychological assessment visit for each employee. The program is grant funded (\$23,600) and is supported by a peer resource component comprised of three employees from within the department.
- 10 Budget categories and line items of note were reviewed with explanations provided for larger
 - variances. The majority of increases in the personnel services categories are due to a cost-of-living
- allowance of 3%, merit increases for those employees who are eligible, and market adjustments.
- 13 Operational cost increases in the budget include changes in insurance premiums, fuel costs, software
- 14 costs (which are now increasingly subscription based). A question was asked on why additional liquor
- 15 law funds were received. The Chief noted that this change is due to some legislative changes along
- with increases in DUI cases worked and alcohol outlets in the city.
- 17 A review of operational statistics was made for calendar years 2019, 2020 and 2021. Major offenses
- changed from 767 in calendar year 2020 to 852 in calendar year 2021 (11.1% increase). Arrests
- decreased by a small amount between 2020 and 2021 (4.15% decrease was due mostly to a drop in
- 20 juvenile arrests stemming from legislative changes in which arrests can be made by officers). A
- 21 discussion then centered on referrals to the County Receiving Center (affiliated with Davis Behavioral
- Health) for certain individuals arrested with observed drug issues. Referrals are voluntary and
- 23 successes have been seen with reduced repeat offenders being returned to the program. For those
- being referred to the Receiving Center no charges are filed unless the referred individuals do not
- 25 follow through with requirements imposed by the County Receiving Center staff. A total of 75
- individuals were taken to the Receiving Center in the past year.
- 27 In other statistics, accidents dropped 31.2% between 2020 and 2021. Reasons for the drop in
- accidents are many but influenced by citations to some degree and visibility of law enforcement in
- 29 general. The focus of police has continued to be more towards assisting those in the community
- 30 rather than issuing ticketing citations. Officers assist with motorist concerns such as keys locked in
- vehicles and responding to alarms. Police use of force dropped 12.5% (from 16 to 14 incidents)
- 32 between 2020 and 2021.
- 33 Questions were asked about experience so far with police vests. For those wearing the vests, the
- 34 experience is overall positive. An additional question was asked about Body Cams. The Body Cams
- are used regularly but some cameras are reaching end of life and need to be replaced. Existing policy

- on the use of cameras is that those cameras should be activated when an officer has any contact with
- 2 the public.
- 3 The capital budget was reviewed with the committee with fiscal year 2023 showing planned
- 4 purchases of replacement police vehicles and CAD/RMS systems.
- 5 The Committee members conferred on procedure for approving the Police and Metro Fire budgets
- and decided to make one motion at the end of the meeting to consider all budgets for approval at one
- 7 time.

17

18

PRESENTATION OF SOUTH DAVIS METRO FIRE AGENCY BUDGET

- 9 Gary Hill was invited to present the budget request from South Davis Metro Fire Agency. Chief Dane
- 10 Stone was invited to attend but was unavoidably detained in meetings at the Fire Agency. Gary
- proceeded with a review of the organization of the Agency and outlined the funding sources for fire
- services which are in part from a property tax assessment and direct assessments to member cities
- based on population. The Agency has its own board and is a separate legal entity. The City Managers
- of member cities are the budget committee for the Agency. The major roles and critical functions of
- the Agency were reviewed as follows:
- Fire protection services.
 - Paramedic and emergency response.
 - Wildland fire prevention and protection.
- 19 The assessment to member agencies will be a 7% increase. The cost-of-living allowance will be
- 20 proposed at 6.5% and the Agency provides merit increases for eligible employees. Due to the lead
- 21 time in obtaining replacement equipment, the Agency will be ordering equipment early. The effect of
- 22 the change in assessment to Bountiful for fiscal year 2023 will be approximately \$180,000. The pieces
- of equipment scheduled for replacement are approximately 15 to 17 years old and the cost of the
- replacement equipment is about \$900,000 per unit.
- 25 Committee member Price-Huish made a motion to accept the tentative budget submissions and
- forward this recommendation to the full Council for the Police Department and South Davis Metro
- 27 Fire Agency as presented. Committee member Bell seconded the motion. Voting was unanimous
- with Committee members Bradshaw, Bell, and Price-Huish voting "aye".
- 29 The meeting adjourned at 6:12 p.m. on a motion made by Committee member Bell and seconded by
- 30 Committee member Price-Huish. Voting was unanimous with Committee members Bradshaw, Bell
- 31 and Price-Huish voting "aye".

Minutes of the Water Committee Budget Review Meeting

Bountiful City Water Department April 25, 2022 (4:00 p.m.)

Present:

Committee Members: Millie Segura Bahr (Chair), Kate Bradshaw,

Richard Higginson, Kendalyn Harris (departed 4:31 p.m.),

Jesse Bell (arrived 4:32 p.m.)

City Manager: Gary Hill

Assistant City Manager: Galen Rasmussen

Other City Department Staff: Kraig Christensen, Gerald Wilson, Tracy Hatch,

Lloyd Cheney, Todd Christensen

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

Committee chair Millie Segura Bahr called the meeting to order at 4:03 p.m. and welcomed those in attendance.

PRESENTATION OF BUDGET

Kraig Christensen, Water Department Director, presented an overview of the Water Department operations along with the Major Roles and Critical Functions of the department. These include:

- Delivery of quality water which meets EPA, State and County standards.
- Prompt response to emergency calls both during and after business hours.
- Maintain the water system infrastructure.
- Keeping treatment plant and pumping facilities maintained and operational.
- Communicating honestly with residents.

Fiscal Year Priorities include:

- Calder Well site rehabilitation.
- Get Viewmont Well operational to improve water production capabilities.
- Main line replacement (3 to 3.5 miles per year as a goal).
- Source protection and water conservation planning to account for severe drought conditions.

Highlights of the budget request for Fiscal Year 2022-2023 were reviewed with the Committee. Management anticipates a decrease in metered water sales due to drought conditions and conservation measures along with connection fee revenue decreases. Changes in the personnel

services category include merit increases for those eligible, some market adjustments, and a cost-ofliving allowance along with corresponding changes in other related line items such as taxes, insurance, etc.

Changes in the operations and maintenance category include increases in the public notices section of \$3,800 to true up future costs reflective of actual historical expenses. Equipment supplies and maintenance costs are being budgeted higher to reflect a management decision of deferring purchase of new equipment and maintaining existing equipment as a budget strategy for the short-term. Additional cost increases are budgeted in fiscal year 2022-2023 for upgraded SCADA equipment to enhance monitoring and control capabilities within the water system along with additional cost in the budget to allow for required monthly water sampling for the year. It was noted that water samples currently are being sent out of state with a turnaround time of eight to nine weeks. Other notable increases in the budget include credit card fees and auditing fees along with the cost of supplies and materials needed for day-to-day operations including the purchase of additional supplemental water from outside sources.

Questions were asked by committee members and addressed by staff in regard to the expected financial effects to come from lower-than-normal operating revenues and increased operating expenses. It was noted that the fiscal year 2022-2023 effect will be addressed by a transfer from retained earnings of approximately \$1.17 million. Additional questions were asked regarding various operational issues related to repair of damaged facilities and planned system component replacement. Kraig Christensen noted that inventories of parts are on hand to address anticipated needs for the upcoming budget year.

A discussion ensued regarding possible temporary measures that could be undertaken for selling water in sufficient quantities to help minimize reductions in revenue while still maintaining water resources during the drought period. As a companion discussion to the foregoing item, committee members discussed with staff the viability of conducting a review of the existing tiered rates system in place and possibly implementing a new fifth billing tier to charge larger volume water users. The Committee then decided to make a recommendation to the full Council to ask staff to study and develop a new billing tier five to address larger customer use levels. It was agreed, however, that all actions in regard to rate setting would be guided by the existing City fund balance policy adopted two years ago. Additional actions considered for helping to encourage conservation of resources would be targeted letters to high water users. Staff estimated that there could be approximately 100 to 110 customer letters that would need to be sent if this request were made.

Pictures of the Water Treatment Plant and other key facilities such as wells, booster stations, and reservoirs were shown to the committee members along with some notable system repairs that have been completed over the years. Questions were asked regarding policies on flushing of hydrants,

types of meters in use, water testing procedures, certifications needed, and how damaged facility costs are recovered from those causing damage to City owned property. Staff addressed each point.

With no further comments or questions being raised, Committee member Bradshaw made a motion to accept the tentative budget of the Water fund, as presented, and send the budget along with a recommendation for staff to conduct a study of adding a new water tier 5. Committee member Higginson seconded the motion. Voting was unanimous with Committee members Bahr, Bradshaw, and Higginson voting "aye".

The meeting adjourned at 5:23 p.m. on a motion made by Committee member Higginson and seconded by Committee member Bahr. Voting was unanimous with Committee members Bahr, Bradshaw, and Higginson voting "aye".

Minutes of the 1 **Power Committee Budget Review Meeting** 2 (Joint Meeting with Power Commission) 3 **Bountiful City Power Department** 4 5 April 26, 2022 (8:00 a.m.) 6 7 Present: 8 Committee Members: Richard Higginson, Kendalyn Harris, Cecilee Price-9 Huish, Millie Segura Bahr, Kate Bradshaw Susan Becker, Jed Pitcher Dan Bell (via Zoom), 10 **Power Commissioners** 11 David Irvine (via phone), John Marc Knight **Gary Hill** 12 City Manager: 13 Assistant City Manager: Galen Rasmussen 14 Department Personnel: Allen Johnson, Alan Farnes, Jess Pearce, Tyrone Hansen, Luke Veigel, David Farnes, 15 Nancy Lawrence 16 17 Official Notice of this meeting had been given by posting a written notice of same and an agenda at 18 19 the City Hall and providing copies to the following newspapers of general circulation: Davis County 20 Clipper, Standard Examiner, and on the Utah Public Notice Website. This meeting was also conducted as an electronic meeting with some participants joining in that forum. 21 22 Power Commission acting chair Susan Becker called the meeting to order at 8:03 a.m. and welcomed 23 24 those in attendance. Some meeting attendees participated in the meeting electronically via Zoom. PRESENTATION OF BUDGET 25 26 The meeting was turned over to Allen Johnson, Light & Power Department Director, and the department staff to present the detailed budget for the Light & Power fund. 27 Tyrone Hansen, Light & Power Department Accountant, was asked to review key points of the power 28 system and budget request via PowerPoint presentation. 29 Budget highlights for Fiscal Year 2022-2023 were presented as follows: 30 Overall budget for adoption of \$30,601,221 31 • 3% increase in power rates 32 33 No changes in fees or deposits Services are provided to 17,244 total customers (15,585 residential; 1,658 commercial; 1 34 35 industrial)

- 1 The electrical system includes:
- 42 miles of 46KV transmission lines
- 90 miles of 15KV overhead distribution lines
- 130 miles of 15KV underground distribution lines
- 75 miles of street light circuits
- 6 Power resources include:

8

9

10

11 12

14

15

16

17

18 19

21

22

23

- Colorado River Storage Project (CRSP)
 - Intermountain Power Project (IPP)
 - San Juan Power Plan (shutting down in September 2022)
 - Natural Gas fired central power plant
 - Hydro Electric plants at Echo and Pineview Reservoirs
 - Contracts with industry suppliers
- 13 Major Roles and Critical Functions were outlined as follows:
 - Ensure the safety of everyone that interacts with the electrical system.
 - Buy and generate electricity at economical prices.
 - Deliver electricity to residential, commercial, and industrial customers.
 - Provide reliable electric service by designing, building, and maintaining the electrical transmission, distribution, and street lighting systems, and by providing 24/7 dispatching and outage management.
- 20 Requests in fulfillment of major roles and critical functions:
 - Add a three-person line crew and necessary equipment (this is a carryover request from fiscal year 2021-2022).
 - Upgrade feeders 575, 576, 272 and 373
 - Begin replacement and upgrade of Echo control system
 - Begin engineering for the Northwest Substation rebuild
- Acquire power resources to stabilize the cost of power and increase green and carbon-free resources.
- 28 To provide further detail on the department operations and budget request, Jess Pearce,
- 29 Superintendent of Operations, outlined the safety and training program of the department via a slide
- 30 presentation. There have been four years with no lost time due to accidents in an environment where
- 31 crews work 70,000 hours per year. These crews receive 7,800 hours of on-the-job training in addition
- 32 to four years of career focused class time to become and maintain certification. Outage totals for
- fiscal year 2017 through 2021 were shown evidencing a 0.9999984% system reliability rate.

- 1 The transmission system was again highlighted by Jess Pearce, emphasizing the following:
- City loop fed system
- 42 miles of transmission line
- 4 510 structures

- 655,671 feet of cable
 - Aging Echo Hydroelectric line (36 years old)
- 7 Replacement of distribution poles is accomplished on a 10-year average of 123 poles per year
- 8 (including new conductors, transformers, and related hardware). From calendar year 2000 to 2021
- 9 there were a total of 2,008 poles replaced on the system. Poles were tested in 2018 and 2019 by an
- independent testing firm. Several compromised and rejected poles were identified and many have
- been replaced. However, at the current rate of replacement, management estimates that it will take
- 12 24 years to replace the remaining 2,930 poles. It is important to note that these remaining poles are
- on average 50 years old and are not expected to last a full 24 years. Examples of pole maintenance
- and replacement methodologies were shown via slides. Issues with pole replacement and
- 15 coordination with other utility companies in the process were highlighted as well.
- 16 Underground cable installation and replacement procedures were outlined including the condition of
- existing cable. The underground system includes 1,232,000 feet of cable in place (including 257,00
- 18 feet of bare concentric cable installed from 1970 through 1986). Since 1995, crew replacement of
- 19 cable has averaged 18,000 feet per year with 40-year warranty jacketed cable. It is estimated that it
- 20 will take an additional 20 plus years to replace the remaining bare concentric cable
- 21 The department Tree Trimming program was highlighted next. There is one in-house and two
- 22 contracted crews. Approximately 3,700 trees are worked on each year between all three crews.
- 23 Supply chain issues were mentioned with effects on acquisition of materials and system components.
- 24 This includes, among other items, up to an eight month delay in delivery for butt treated poles; 32 to
- 38 week delivery on insulators; 50 week delay on transformers; 20 month delivery on meter
- 26 pedestals, etc.

29

30

31

32

- 27 In reviewing capital expenditure needs, Luke Veigel, Power Systems Electrical Engineer, was asked to
- 28 outline needs for system replacements including feeder upgrades:
 - \$131,000 for Distribution System Feeder 272 with upgrade of 273 connected to the Northwest Substation.
 - \$687,500 for Feeder 574 upgrade from Davis Boulevard to west of 200 West.
 - \$263,000 for Distribution System Feeder 576 upgrade in Renaissance Towne Center area.
 - \$200,000 in other distribution system upgrades.

- \$420,000 Echo Hydro upgrade (engineering and design work in fiscal year 2023 to ultimately
 replace the 35-year-old control system).
 - Total capital expenditure request of the department for fiscal year 2023 is \$2,904,500
- 4 Alan Farnes, Power & Systems / Generation Superintendent reviewed the status of power usage
- 5 patterns over a typical year and an outline of resources now and in the future to meet usage patterns.
- 6 Current resources include the City's hydro units, IPP, San Juan Power project, CRSP and Enchant
- 7 (currently 10 megawatts and in process of finalizing contract details with UAMPS) along with open
- 8 market sources. Current around the clock pricing for market power is 20 cents per kwH. The
- 9 department power sources are about 90% pre-purchased to minimize adverse market effects. With
- 10 hydro power being down; natural gas prices rising; coal availability at historic lows; market power
- high; and solar projects on delay the department is watching resource options carefully and budgeting
- 12 conservatively.

23

2425

2627

28 29

30

31

3233

- 13 Further details on the planned upgrades at Echo Hydro were provided which include replacement of
- programmable controllers, breakers, relays, hydraulics, etc. The fiscal year 2022-2023 budget will
- include design work with the whole project taking about 3 years to complete. The anticipated total
- budget is expected to be slightly more than \$1 million but all is subject to all bids being final and
- 17 receiving final approval of plans from the US Bureau of Reclamation.
- 18 Other major capital improvement projects include a rebuild of the Northwest Substation (design
- 19 phase in fiscal year 2022-2023) with a \$3.5 million total cost estimate when all phases are completed.
- 20 Additional expenditures are budgeted in fiscal year 2022-2023 to evaluate further development of
- office and warehouse facilities, and to provide for needed vehicle replacements. Total capital
- expenditures for fiscal year 2022-2023 will be \$2,904,500 (which is up \$1,056,500 over the prior year).
 - Fiscal Year 2022-2023 Budget Summary:
 - Operating revenue at \$28, 928,073 (electric metered sales at \$25,830,799 with a 3% rate increase planned). With the rate increase, Bountiful Power would still be 1.9% lower than Rocky Mountain Power (4.8% lower without a rate increase). Significant factors impacting the need for a rate increase include the persistent drought and its effects on power generation. A question was asked as to communication plans with the public for the rate increase. The current plans were to follow the normal practice of communication through public hearings on the budget. Some desires were expressed by the commissioners and budget committee members for additional communication through mailing of information flyers in utility bills to notify customers of the rate increase.
 - Personnel Services \$5,370,241. Includes new three-person line crew (\$315,600) which is a carryover from a fiscal year 2021-2022 budget request that was not implemented; A 3.0% cost of living; 4.0% medical insurance increase.

- Operations and Maintenance categories total \$19,654,900 (resulting in part from the effects
 from power purchase plans and rate increase).
 - Operating transfers out total \$1,216,080 (comprised of a \$1,366,000 transfer in from retained earnings to cover capital expenditures and a budgeted transfer out of \$2,582,080 to the General Fund)
 - The total ten-year capital plan totals \$36,849,500 for all items.
 - Total budget for fiscal year 2022-2023 is \$30,601,201 balanced with regard to revenues and expenses.
- 9 Power Commission acting chair Susan Becker called for a motion to approve the Fiscal Year 2022-2023
- 10 budget request as outlined. Commissioner Jed Pitcher motioned to approve the budget and
- 11 Commissioner John Marc Knight seconded the motion. All commissioners voted aye.
- 12 City Council Budget Committee chair Richard Higginson called for a motion on the Power Fund budget
- as presented. The budget was passed with a motion from Committee member Cecilee Price-Huish
- 14 with a second from Committee member Kendalyn Harris. Voting was unanimous with Committee
 - member Higginson, Harris, and Price-Huish voting aye. The budget review portion of the meeting
- adjourned at 9:24 a.m. on a motion from Committee member Harris and seconded by Committee
- 17 member Price-Huish.

5

7

8

Minutes of the **BOUNTIFUL CITY COUNCIL**

April 26, 2022 – 5:30 p.m.

4			
5	Present:	Mayor	Kendalyn Harris

Councilmembers Millie Segura Bahr, Jesse Bell, Kate Bradshaw, Richard

Higginson, Cecilee Price-Huish

City Manager

8 Gary Hill 9 Assistant City Manager Galen Rasmussen 10 City Attorney Clinton Drake City Engineer Lloyd Cheney 11 Planning Director Francisco Astorga 12 Power Director Allen Johnson 13 14 Power Accountant Jay Christensen 15 Water Director Kraig Christensen **Streets Director** Charles Benson 16 17 Recording Secretaries Maranda Hilton 18 Darlene Baetz

19 20

21

22

1

2 3

6 7

> Official notice of the City Council Meeting was given by posting an agenda at City Hall and on the Bountiful City Website and the Utah Public Notice Website and by providing copies to the following newspapers of general circulation: Davis County Journal and Standard Examiner.

23 24 25

Work Session – 5:30 p.m. **City Council Chambers**

26 27 28

Mayor Harris called the meeting to order at 5:34 p.m. and welcomed those in attendance.

29 30

31

32 33

34

35

36

37 38

39

40

41 42

43

44

45

REC CENTER BOND DISCUSSION - MR. TIF MILLER

Mr. Gary Hill explained that the purpose of this agenda item is to provide more information about the South Davis Recreation District (SDRD) expansion project and specifically the negotiations with North Salt Lake and the use of Hatch Park, the timing of the proposed bond, and to see if the Council is interested in drafting a letter of support for the use of part of 400 North Park as the site of a new 50m pool.

Mr. Tif Miller, SDRD Director, said that the SDRD has been working with North Salt Lake for the past few months to design a mutually beneficial concept for their remodel of Hatch Park that would allow the SDRD to expand. The new facility there would have three dividable gymnasiums, a 25-yard indoor pool, a track, fitness areas and an outdoor leisure pool. They are looking into doing a bond that would fund the new facility and all of the upgrades and additions proposed at the current facility. The current projections show that a bond of \$45M, together with a donation of \$6M from the school district, would be sufficient for building the new facility at Hatch Park, completing all the proposed upgrades to the current facility and the addition of more field space. If the location at Hatch Park does not work out and the purchase of land becomes necessary, the bond amount would be

\$49M. He added that they are hopeful they can find donated field space as well.

Mr. Miller answered the Council's questions regarding the timing of the bond and how the average household would be affected. He said that the SDRD Board will be voting on the bond most likely by June and they would then bond in the fall. The average household could expect to see a \$9.21/month increase in taxes. He added that the cost recovery analysis has been completed and will be approved at the next board meeting, which will help them determine whether or not to increase membership rates.

The Council was shown the location of the proposed 50m pool which would be added to the exterior of the existing facility and require more donated land at Bountiful City Park. The 50m pool would be utilized by the school and SDRD swim teams, making the existing pool available for programs, classes and lap swimming.

After some discussion about the details of the pool, the Mayor asked the Council to weigh in on whether they would like to draft a letter of intent, stating they would be willing to donate land for the pool if the bond passes and if North Salt Lake donates a portion of Hatch Park. Councilmember Bell said he was interested in finding out more information before committing to the letter of intent and that he would like to see the school district put "more skin in the game" by offering ongoing commitment toward the pool maintenance. Councilmember Bahr agreed with that sentiment. Councilmember Bradshaw suggested the SDRD come back with renderings of the pool, the bond pricing analysis, and the master plan survey data before the Council made a decision. Councilmember Price-Huish supported that suggestion and added that she is very excited about the prospect of having more recreational opportunities for residents.

Mr. Miller added that land is going away quickly, which is why they feel trying to pass this bond soon is very important. He explained that the SDRD board will need a decision by June or July at the latest. He also explained that North Salt Lake has been very willing to donate the land at Hatch Park and seems committed, but the SDRD will likely lose this opportunity if they wait another year.

UDOT I-15 STUDY - MR. DAN ADAMS & MS. TIFFANY POCOCK

Ms. Tiffany Pocock presented the Utah Department of Transportation (UDOT) I-15 study. The study seeks to improve quality of life through transportation and addresses the I-15 corridor from 400 South in Salt Lake City up to the US-89 interchange in Farmington. They will address safety issues, aging infrastructure and active transportation connectivity issues.

Mr. Dan Adams, a consultant working on this project, discussed the community engagement process for the study. The public can submit comments for the study until May 13, through the UDOT website, Facebook page, by email, by phone or by mail.

Councilmember Price-Huish asked if they are using the South Davis Active Transportation Plan that was completed in 2019 by Alta Planning. Ms. Pocock assured the Council that they are using many resources to help them with this study, and they use that plan heavily.

Councilmember Price-Huish asked if there might be additional UDOT funding for appendage projects, like active transportation infrastructure. Mr. Adams answered that often other projects get identified and become their own studies and projects as they go through this process, however due to the aggressive schedule they are trying to keep, it is unlikely other projects would be adopted as part of this one.

Councilmember Bell said he appreciated that this study is taking a more holistic approach to transportation and not just trying to move more cars. The issue of moving east-west across I-15 has been a problem for a long time and he's thankful they are going to address that.

Ms. Pocock asked if the City would send a letter saying they will be a participant and engage in this study. The Mayor answered affirmatively that Bountiful would be happy to participate.

PRIORITIZED PROJECTS - MR. GARY HILL

Mayor Harris and the Councilmembers discussed setting a time for the Council to meet in a workshop session to explore City and Council priorities. They set that meeting for May 4th at 6:00 p.m.

The meeting ended at 6:55 p.m.

Regular Meeting – 7:00 p.m. City Council Chambers

WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER

Mayor Harris called the meeting to order at 7:02 p.m. and welcomed those in attendance. Mr. Fletcher Murray led the Pledge of Allegiance and Ms. Erin Fillmore, Bountiful Utah Stake Relief Society President, offered a prayer.

PUBLIC COMMENT

Mr. Noah Wright (BCYC City Manager) reported that the BCYC Bunny Hop activity was a success, and that attendance far exceeding their expectations. He also mentioned the hard work put

in by the BCYC leader, Ms. Chelsea Moultrie, and proposed the creation of a leadership memorial wall in the BCYC meeting room.

The public comment section was closed at 7:07 p.m.

The public comment section was opened at 7:04 p.m.

CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETINGS HELD ON APRIL 11, 12 & 13, 2022

Councilmember Bahr made a motion to approve the minutes of the previous meetings held April 11, 12 & 13, 2022 and Councilmember Price-Huish seconded the motion, which passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

COUNCIL REPORTS

Councilmember Bell did not have a report.

<u>Councilmember Bradshaw</u> reported that the Trails Advisory Committee would be presenting their grant application to the Outdoor Recreation Board on Thursday in the hopes of receiving an additional \$500,000 to use towards the Trails Master Plan.

Councilmember Higginson did not have a report.

<u>Councilmember Bahr</u> agreed with Mr. Wright, saying that Ms. Moultrie is an amazing advisor and the students are very lucky to have her.

<u>Councilmember Price-Huish</u> reported that the school district art show will be wrapping up on Saturday at the BDAC and announced the unveiling of the new mural on the north side of the building on May 13th from 6:00-8:00 p.m. She reported that Summerfest will return this year, taking place every Monday evening in June from 6:30 – 9:00 p.m. at Town Square.

Page 3 of 10

4

5

6

CONSIDER APPROVAL OF EXPENDITURES GREATER THAN \$1,000 PAID APRIL 4 & 11, 2022

Councilmember Higginson made a motion to approve the expenditures paid April 4 & 11, 2022 and Councilmember Bradshaw seconded the motion. The motion was approved with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

7 8 9

10

11 12

13

14

15 16

17

18

19

RECOGNITION OF MR. JAY CHRISTENSEN ON HIS RETIREMENT FROM **BOUNTIFUL CITY - MR. ALLEN JOHNSON**

Mr. Allen Johnson expressed his appreciation for Mr. Christensen and how well he "kept everything in balance" at the Power Department. He said that Mr. Christensen was wonderful to work with and only ever missed two Mondays doing timecards in all his years working there.

Mr. Christensen stood and said what a difficult decision it was for him to retire because "this job is the best one [he's] ever had." He thanked Mr. Johnson, the Mayor, Mr. Gary Hill, Mr. Galen Rasmussen, the Councilmembers, and his fellow employees. He expressed his gratitude for being able to learn and make a contribution in this role.

Mayor Harris presented Mr. Christensen with a check.

Councilmember Higginson mentioned Mr. Christensen's volunteer work with memory care patients and that it had been an honor to work with such a good man.

20 21 22

25

26 27

28

29

30

31

OUTSTANDING HIGH SCHOOL STUDENT RECOGNITION - MAYOR HARRIS & COUNCIL

23 24

Mayor Harris welcomed all high school students and administrators that were in attendance to be recognized.

The following were recognized: three Sterling Scholars from Woods Cross High.

The district and state Unified Basketball Team, the State Champions Girls' Volleyball team; the Regional Champions Girls' Basketball team; three Sterling Scholars and the president of the Multicultural Club from Bountiful High.

Two-time state champions, and triple crown wrestling winners, members of the regional and state champion drill team, three Sterling Scholars, and members of the State Champion Color Guard Junior Varsity team from Viewmont High.

32 33 34

35

36

39

40

41

CONSIDER APPROVAL OF THE PURCHASE OF A TRANSFORMER FROM WESCO/ANIXTER POWER SOLUTIONS IN THE AMOUNT OF \$62,190 – MR. ALLEN **JOHNSON**

37 38

Mr. Allen Johnson explained that as transformers are becoming available, they decided to go out to bid for 30 overhead transformers. They received three bids and recommended taking the low bid from Wesco/Anixter.

Councilmember Higginson made a motion to approve the purchase of the transformers and Councilmember Bradshaw seconded the motion. The motion was approved with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

42 43 44

CONSIDER APPROVAL OF THE PURCHASE OF 20,800 FEET OF 1100 URD CABLE

FROM IRBY ELECTRICAL SUPPLY IN THE AMOUNT OF \$211,264 – MR. ALLEN 45

46 **JOHNSON** Mr. Johnson explained that this underground cable will be used to take power to the neighborhoods from the main breakers/feeders. This year the Power Department wants to create some additional redundancy by tying into a feeder on 1800 South, which has been planned for a long time. He explained that Irby is the only manufacturer that makes cable this size, it comes with a 40-year warranty, and has a lifespan of 80-100 years.

Councilmember Price-Huish made a motion to approve the purchase of the cable and Councilmember Bradshaw seconded the motion. The motion was approved with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

CONSIDER APPROVAL OF THE PURCHASE OF 50 POWER POLES FROM STELLA-JONES CORPORATION IN THE AMOUNT OF \$42,270 – MR. ALLEN JOHNSON

Mr. Johnson explained that they had poles on order, but the orders got cancelled due to a wildfire in Canada. Now they are available again in limited quantities, so the Power Department would like to procure as many of these butt-treated poles as they can, to build their inventory back up. These are a single-source item.

Councilmember Higginson made a motion to approve the purchase of 50 power poles and Councilmember Bell seconded the motion. The motion was approved with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

CONSIDER APPROVAL OF THE BID FROM DOWN UNDER CONSTRUCTION FOR DIRECTIONAL BORING IN THE AMOUNT OF \$288,777 – MR. ALLEN JOHNSON

Mr. Johnson said that the Power Department evaluates their streetlight circuits every spring, and they have identified two faulty circuits. They also have three distribution boring projects to complete. They recommend accepting the low bid for the two streetlight projects and the three distribution projects as listed. He explained that the work will be split between this fiscal year and next fiscal year budget-wise.

Councilmember Higginson made a motion to approve the bid the directional boring bid and Councilmember Bahr seconded the motion. The motion was approved with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

<u>PUBLIC HEARING – CONSIDER APPROVAL OF ORDINANCE 2022-03 REGARDING SHORT TERM RENTALS IN BOUNTIFUL CITY – MR. FRANCISCO ASTORGA</u>

Mr. Francisco Astorga reviewed the changes made to Ordinance 2022-03 as requested and agreed upon by the Council at the previous meeting. They added the requirement of a local property manager, an enforcement clause, and a lower permit fee for previously permitted ADUs (Accessory Dwelling Units) to the previous draft.

Councilmember Bahr expressed her concern about allowing STRs (Short Term Rentals) in entire homes. She explained that allowing entire homes to be largely unoccupied and have a lot of tenant turnover is very impactful to a neighborhood, and since Bountiful is not a tourist destination, she does not feel there would be a shortage if STRs were only allowed in permitted ADUs. Councilmember Price-Huish said she agreed with Councilmember Bahr, adding that an entire home STR brings a business purpose to a neighborhood, instead of preserving the zoning and feel of single-family residential neighborhoods.

Councilmember Bradshaw inquired if there was a way the City could ensure the number of guests in an STR does not exceed a certain limit. Mr. Astorga answered that they could regulate that by applying the International Building Code square footage occupancy ratio. It would limit

occupancy to one guest per 200 square feet. Councilmember Bradshaw then asked about the potential to revoke a business license based on an owner's violation of the occupancy limit. Mr. Astorga assured that could be done. Councilmember Bahr said she liked the idea of an occupancy limit as well.

Councilmember Higginson suggested that the ordinance govern with the lightest touch possible, and that as long as the issues can be mitigated, people should be able to do what they want with their properties. Councilmember Bahr said she is in favor of property rights, but that the City needs to be cognizant of where that property resides and only allow what is appropriate in the respective zoning.

A. PUBLIC HEARING

The public hearing was opened at 8:12 p.m.

Ms. Ellie Rogers (5 West 1400 South) said she was opposed to the ordinance because it does not adequately address the concerns of the residents. She asked the Council to vote no and take more time to get input. She warned that allowing STRs in our neighborhoods will make us lose the things we love about our community. She asked that STRs not be allowed in whole-homes, that owners be required to live on site, that monetary fines be put in place for violators, and that the ordinance include a "three strikes, you're out" policy.

Ms. Debra Brown (33 East 2750 South) thanked the Council for taking the time to listen. She suggested that the permit fees for STRs be used towards the enforcement of compliance. She voiced her concerns that the City passed an ADU ordinance that cannot be enforced and said this may lead to non-compliance and defiance of the law. She suggested forming a citizen's advisory board that could work on this issue from both sides. She thanked Mr. Astorga and the Council for their tireless work on this.

Mr. Ron Brown (33 East 2750 South) thanked the Council for the wonderful journey and discussion this has been. He shared several reviews from his neighbors, which all gave positive statements about how the Browns run an STR from their home. He explained that the STR is their source of retirement income, and that they enjoy having guests from all over the world stay in their home. He advised that the Council move forward with the ADU process for STRs.

 Mr. Bryan Weston (28 East 1500 South) said that he hoped the ordinance would include the requirement of local ownership. He also suggested the Council modify the ordinance to say that rentals be at least two-week long stay. He also supported what was discussed earlier about not allowing whole-home STRs.

Ms. Debbie Miller (14 East 1500 South) said that she agreed with Ms. Rogers. She asked that the Council vote no and take more time on this issue. She appreciated the comments on protecting neighborhoods and said we should not drive the good people out. She said many older homes have basements with canning kitchens where ADUs can be implemented and used as STRs without trampling other people's rights. She also advised that if they pass an ordinance that they cannot enforce, it is not worth much.

Ms. Holly Keddington (Viewcrest Drive) said that she agrees that STRs do not belong in our neighborhoods. She advised that anything the Council can do to limit whole-home rentals, and to make them less desirable than ADUs, would be a step in the right direction. She feels they do not serve our community, and only create a shortage of housing. She said that allowing STRs in Bountiful will increase the likelihood that a criminal act happens here like it did in Draper. She thanked Councilmember Bahr for bringing up the whole-home rental issue.

Mr. Chris Dougherty (no address given) thanked the Council and Planning staff for spending so much time on this issue. He added his concerns about whole-home rentals but also said he feels the larger issue is absentee landlords of long-term rentals, who do not care about their properties. He said that STR owners rely on good reviews, which keeps them honest.

Ms. Lisa Fawcett (140 West Coronation Circle) said that not everyone feels the same way about rentals and said she would love having an STR next door as long as it looked nice. She feels tourists can make good neighbors too.

Mr. Alex Densley (443 Jeri Drive) said the Council did a great job on their response to HB82, making sure owners of ADUs live onsite and that properties would not become duplexes. He read the definition of a hotel from the land use code "a building designed or used as a temporary abiding place of individuals who are lodged for compensation." He reviewed which zones currently do or do not allow hotels and said that he does not agree with the Council considering allowing STRs, essentially hotels, in residential zones. He expressed his concern about how this ordinance will evolve in the future if we allow such a thing right now. He said he feels there is no accountability in the ordinance, with no strike system in place. He feels STRs will demolish neighborhoods, and asked the Council to vote no and to only allow STRs in ADUs which require the owner to live onsite.

The public hearing was closed at 8:47 p.m.

B. ACTION

Councilmember Bradshaw said that she feels allowing a business into single-family zones is a big deal, and said that because the Council did not act on this, they have allowed the zoning to erode. She believes with the appropriate structure, with an owner onsite and with an occupancy limit, they can mitigate the issues.

Councilmember Higginson asked how the City will enforce the proposed limit. Councilmember Bradshaw said she knows the City code enforcement team is complaint-driven, so any complaints will be investigated by the Planning Department, which she realizes will be slow and burdensome. She feels in the long run, however, that having this limit will incentivize investors to buy somewhere else and leave housing open for families. Mr. Drake added that it will keep the honest people honest, but the police are very limited on how they can respond, which may be problematic. Councilmember Bradshaw said she feels it will help build the case against an owner who has repeated issues, and she was willing to make a motion and see if it carries.

 Councilmember Bahr said she was willing to get behind that motion. She also proposed the idea of requiring a minimum night stay of two or three nights to help achieve stability. Councilmember Price-Huish said the argument for the minimum stay was compelling and worth considering.

Councilmember Bell cautioned against hammering out all the fine details all at once. He said he was not opposed to Councilmember Bradshaw's ideas but thought they should accept the current changes as presented and then they could start collecting and tracking data to make more informed decisions in the future. Only 0.5% of our housing is being used as STRs, so he feels it is not a big problem right now.

Councilmember Bradshaw respectfully disagreed and said she was ready to propose the changes to the ordinance this evening. Mr. Drake cautioned that she was proposing the addition of code that we could not enforce, which may cause a lot of frustration with residents.

Councilmember Bradshaw made a motion to approve the following amendments to Exhibit A from the proposed STR ordinance:

14-14-127 SHORT-TERM RENTALS

A. A Short Term Rental is a residential dwelling unit or An accessory dwelling unit rented on a temporary basis for periods less than 30 consecutive days is a Short Term Rental.

- B. All short-term rentals require a Short-Term Rental Permit. In order to receive approval, Short-Term Rental Permits must be reviewed in a public meeting by the Bountiful City Administrative Committee.
- C. At least ten (10) days prior to the scheduled public meeting the Planning Department shall mail out courtesy notice letters to property owners within three hundred feet (300') of the subject submitted application and shall post a physical sign on the subject site.
- D. A short-term rental shall not be allowed unless a Short-Term Rental Permit is approved and is found in compliance with the following standards:
- 1. Short-term rentals are allowed within the Single-Family Residential (R) Zone, Residential Multiple-Family (RM) Zone, and Downtown (DN) Mixed Use Zone; and shall not be permitted in any other zone.
- 2. Short-term rentals are only allowed within approved Single-Family Dwellings and Accessory Dwelling Units. It is unlawful to allow, construct, or reside in a short term rental within an entire single-family dwelling, duplex, or multi-family residential dwelling or property.
 - 3. A maximum of one (1) short-term rental shall be permitted on a qualifying lot.
- 4. It is unlawful to construct, locate, or otherwise situate a short-term rental on a lot or parcel of land that does not contain a habitable single-family dwelling.
- 5. Parking for the first four (4) bedrooms is based on the parking requirement for the Single-Family Dwelling, consisting of four (4) parking spaces. One (1) additional parking space is required for every additional two (2) bedrooms. If an Accessory Dwelling Unit is approved as a short-term rental, the parking for the Accessory Dwelling Unit shall be governed by the Accessory Dwelling Unit Ordinance. The site shall comply with the current parking limitations outlined in the Bountiful 40 Traffic Code regarding on-street parking.
 - 6. The site shall comply with the current Noise Ordinance. The use of sound equipment, sound

related activities, and/or noise heard from the property line from 11:00 p.m. to 6:00 a.m. shall be prohibited.

- 7. The site shall not exceed the International Building Code occupancy standards based on unit square footage.
 - 7. The site shall comply with the current garbage container placement and pick-up policy.
- 8. The site shall comply with the current Landscaping Ordinance, including yard maintenance, removal of deleterious items, etc.,
- 9. The property owner shall acknowledge in writing that they are aware of all the regulations listed herein, specifically on-street parking, noise ordinance, garbage container placement and pick-up policy, and landscaping ordinance.
- 40 8. Prior to short-term rental occupancy the property owner shall place a notice behind the main short-term rental door to make occupants aware of parking, occupancy standards and noise restrictions, etc. The Planning Department will produce the notice after approval. It is property owner's responsibility to maintain the notice, and to share applicable regulations with renters by other means utilized by the property owner, such as onsite booklet, e-mail communication, website, rental agreement, etc.
- 41 9. A short-term rental within an accessory dwelling unit shall meet all development standards found Bountiful City Land Use Code Section 14-14-124 Accessory Dwelling Units, any applicable codes, etc.
- 12 10. A short-term rental shall not be approved unless it is compliant with all State and local laws, ordinances, rules and regulations. This includes all applicable zoning and building codes. A short-term rental shall be prohibited within a non-conforming use or non-complaint structure.
- 13. A short term rental shall not be approved in a single family dwelling unless a designated property manager, which may include the property owner, is located within twenty-five (25) miles of the subject site. The property owner shall provide contact information for the property manager to the City at the time of application and when renewing their annual business license. Property manager information includes name, phone number, e-mail, and address. The property owner shall also be responsible of keeping the City informed with the most recent property manager information.
- E. Short-Term Rental Permits do not run with the land and are not transferable to future property owners. Any transfer of ownership shall require a new application subject to all laws, ordinances, rules and regulations applicable at the time of application.
- F. After approval of a Short-Term Rental Permit, the property owner shall be responsible for applying and maintaining a current business license with the City.
- G. Any short-term rental in a dwelling, building, or structure erected, constructed, altered, enlarged, converted, moved, or maintained contrary to the provisions of this Code is hereby declared to be unlawful and a public nuisance. Any complaint properly received by the City shall be reasonably investigated and if evidence is found, the Planning Director shall take appropriate actions which may include revoking the approved Short Term Rental Permit and revoking the issued Business License. The City may immediately commence action or proceedings for the abatement and removal and enjoinments thereof by any manner provided by law.
- H. A Short-Term Rental Permit application shall cost \$225. If the applicant already has an approved accessory dwelling unit, or is applying for one at the same time, the cost shall be \$100.

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid

April 18 & 25, 2022

Author: Tyson Beck, Finance Director

Department: Finance **Date:** May 10, 2022



Background

This report is prepared following the weekly accounts payable run. It includes payments for invoices hitting expense accounts equaling or exceeding \$1,000.

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.

<u>Department Review</u>

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, paid April 18 & 25, 2022

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid April 18, 2022

<u>VENDOR VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	ACCOUNT DESC	AMOUNT C	HECK NO INVOICE	<u>DESCRIPTION</u>
12655 AMBOLT GROUP	Police	104210 432000	Examination & Evaluation	1,000.00	227245 1047	LEO Background Checks
12719 APPGEO	Planning	104610 431000	Profess & Tech Services	3,000.00	227249 INV-0022366	City of Bountiful - CY22 MapGeo Renewal
1615 CENTURYLINK	PSAP - E911	104219 428000	Telephone Expense	1,070.19	227265 5107XLB1S3-2022098	Acct # 5107XLB1S3
2164 FERGUSON ENTERPRISES	Water	515100 448400	Dist Systm Repair & Maint	1,084.04	227287 1182479	Misc. Parts - Customer # 48108
2164 FERGUSON ENTERPRISES	Water	515100 448400	Dist Systm Repair & Maint	3,165.80	227287 1182721	Hydrant Parts - Customer # 48108
2523 HONNEN EQUIPMENT COM	Landfill	575700 425000	Equip Supplies & Maint	1,279.42	227302 1361856	Loader Repairs - Acct # 104094
2562 HYDRO SPECIALTIES CO	Water	515100 448650	Meters	16,871.36	227305 25513	Meters and Registers
2627 INTERMOUNTAIN CONTRO	Water	515100 448400	Dist Systm Repair & Maint	1,486.00	227307 ASIV020937	Misc. Parts - Customer # 160001188
6959 JANI-KING OF SALT LA	Streets	104410 426000	Bldg & Grnd Suppl & Maint	1,650.00	227311 SLC04220331	Janitorial Cleaning - Customer # 173001
2886 LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	1,167.28	227317 402247	Road Base - Customer # BCTY07399
2886 LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	1,180.15	227317 402163	Road Base - Customer # BCTY07399
2932 LES SCHWAB TIRE CENT	Streets	104410 425000	Equip Supplies & Maint	1,029.48	227320 50200266942	Tires for Trailer - Customer ID 502-15098
6326 LEXIPOL, LLC	Police	104210 445100	Public Safety Supplies	9,016.62	227321 INVLEX9439	Annual Law Enforcement Policy Manual/DailyTraining
3032 MAXWELL PRODUCTS INC	Streets	104410 441200	Road Matl Patch/ Class C	19,804.72	227328 22454	Patching
6330 MGB+A INC	Legislative	454110 473100	Improv Other Than Bldgs	4,275.00	227330 2022-207	Project # 21-138: Washington Park Bountiful
5553 PURCELL TIRE AND SER	Sanitation	585800 425000	Equip Supplies & Maint	2,322.88	227350 280005769	Tires for Sanitation Truck - Acct # 2801867
3605 QUALITY WEED CONTROL	Light & Power	535300 424002	Office & Warehouse	3,090.00	227352 22	Weed Control, Labor, Equipment, & Chemicals
3659 RAYMOND KELLER CONST	Redevelopment Agency	737300 426100	Special Projects	6,595.00	227355 17458	Install Cedar Shingles on a Log Cabin
13120 RECYCLE IT	Landfill	575700 448000	Operating Supplies	2,790.00	227254 03282022	186 Mattress Recycling
13228 REDD ENGINEERING	Golf Course	555500 472100	Buildings	55,319.20	227356 21514-04	Clubhouse Cafe Remodel
3692 RESTAURANT & STORE E	Golf Course	555500 426100	Special Projects	5,740.20	227358 970093	Clubhouse Cafe Remodel - Billing # 010426
3832 SALT LAKE MAILING &	Treasury	104143 429050	Util Billing Supplies	50,000.00	227363 04182022	Printing and Mailing Utility Bills
4229 TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	39,128.50	227377 0341577	Fuel - Acct # 000275
5000 U.S. BANK CORPORATE	Legislative	104110 423000	Travel & Training	2,478.44	227378 04112022SA	OfficeCandy, ULCT ConfAcct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Legislative	104110 423000	Travel & Training	6,917.67	227378 04112022GH	Travel&TrainingExpense Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Legislative	104110 461000	Miscellaneous Expense	1,099.34	227378 04112022SA	OfficeCandy, ULCT ConfAcct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Police	104210 423000	Travel & Training	1,106.63	227378 04112022EB	Chiefs Conference - Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Police	104210 445100	Public Safety Supplies	2,140.59	227378 04112022DE	Misc.SafetySupplies-Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Streets	104410 425000	Equip Supplies & Maint	2,162.95	227378 04112022JE	Wheel for Streets - Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Parks	104510 448000	Operating Supplies	1,077.96	227378 04112022BH	Misc.Supplies - Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Light & Power	535300 445201	Safety Equipment	3,128.78	227378 04112022AJ	Trvl&Train,Equip,misc- Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Landfill	575700 423000	Travel & Training	2,336.30	227378 04112022CB	TrvlandTraining Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Cemetery	595900 448000	Operating Supplies	1,435.66	227378 04112022BH	Misc.Supplies - Acct # 4246-0445-5571-8851
4450 VERIZON WIRELESS	Light & Power	535300 429300	Computer	7,799.94	227384 9903074538	Acct # 371517689-00001
4450 VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	1,722.09	227384 9903074538	Acct # 371517689-00001
4456 VIRGINIA TRANSFORMER	Light & Power	535300 448628	Pineview Hydro Operating Costs	14,950.00	227386 66939	Transformer Repair - Acct # 4828
5334 WEST COAST CODE CONS	Engineering	104450 431000	Profess & Tech Services	7,676.31	227390 UT22-545-003	Building Inspection Services for March 2022
			TOTAL:	288,098.50		

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid April 25, 2022

VENDOR VENDOR NAME	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	ACCOUNT DESC	AMOUNT C	CHECK NO INVOICE	<u>DESCRIPTION</u>
1164 ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,160.00	227395 5182681-00	Capacitor Bank Transformer - Customer # 6000052
1212 ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,648.64	227396 60M65322	Tree Trimming - Customer # 025450
1212 ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,419.68	227396 60M65422	Tree Trimming - Customer # 025450
1212 ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	227396 61G31322	Tree Trimming - Customer # 025450
13651 BJ JACKSON CONSTR	Charge For Services-Proprietar	517000 371110	Metered Water Sales	1,175.00	227398 04142022	Refund Hydrant Rental Deposit Less Fees
13110 DORSETT CONTROLS	Water	515100 474500	Machinery & Equipment	15,453.91	227416 J005478	Engineering SCADA - Customer Code # 687
8137 LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	2,570.48	227438 8118	Patching - Customer # BOUN02610
2885 LAKEVIEW PRINTING	Golf Course	555500 448220	Pro Shop Misc Supplies	3,754.70	227440 25683	Golf Score Cards
2896 LARRY H. MILLER	Streets	104410 425000	Equip Supplies & Maint	1,357.27	227441 227066	Auto Parts - Acct # 1069
2913 LAYTON CITY CORP	Police	454210 474500	Machinery & Equipment	171,946.28	227443 M22-000352	Davis Area Public Safety System, Networking Compon
3195 MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	1,703.23	227447 \$104634621.001	Misc. Parts and Supplies - Customer # 18498
3195 MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	3,864.67	227447 S104639253.001	Misc. Parts and Supplies - Customer # 18498
4051 STATE OF UTAH	Streets	104410 441300	Street Signs	2,973.29	227469 2254000361	State Furnished Materials at 2600 S. & 200 W.
4126 SYMBOLARTS	Police	104210 445100	Public Safety Supplies	1,963.50	227473 0428392-IN	Police Uniform Patches - Cust # 00-BOU004
4171 THATCHER COMPANY	Water	515100 448000	Operating Supplies	3,264.76	227475 2022100112010	Chlorine - Customer # C1303 Millcreek Treatment Pl
4217 TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	1,784.34	227476 913043538	Golf Gloves - Acct # US00021802
8521 TYR TACTICAL, LLC	Police	104210 445100	Public Safety Supplies	2,376.21	227479 Q2000093	SWAT Team TAC Vests - Customer ID Bountiful PD
4341 UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Annualized Accrual	1,198,737.31	227482 04262022	March 2022 payment for Power Resources
4413 UTAH STATE TAX COMMI	Workers' Comp Insurance	646400 461200	State Tax On Premium	1,300.00	227484 04252022	1ST QTR 2022 SELF INS PREM PMT
4450 VERIZON WIRELESS	Water	515100 428000	Telephone Expense	1,084.72	227485 9903792917	Account # 242434136-00001
9364 VISTA OUTDOOR SALES	Golf Course	555500 448240	Items Purchased - Resale	1,985.90	227487 544056	Golf Accessories - Acct # 199088-0000
4574 WHEELER MACHINERY CO	Streets	104410 448000	Operating Supplies	1,020.00	227489 SS000376064	CAT Software for Shop - Customer # 009503
			TOTAL:	1,435,349.09		

City Council Staff Report

Subject: March 2022 Financial Reports **Author:** Tyson Beck, Finance Director

Department: Finance **Date:** May 10, 2022



Background

These reports include summary revenue, expense, and budget information for all City 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 expense graphs are provided that give comparative data for FY2022 through March as compared to the past three fiscal year periods through that same timeframe.

The FY2022 budget portion of these reports is the originally adopted FY2022 budget approved by the City Council in August of 2021.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

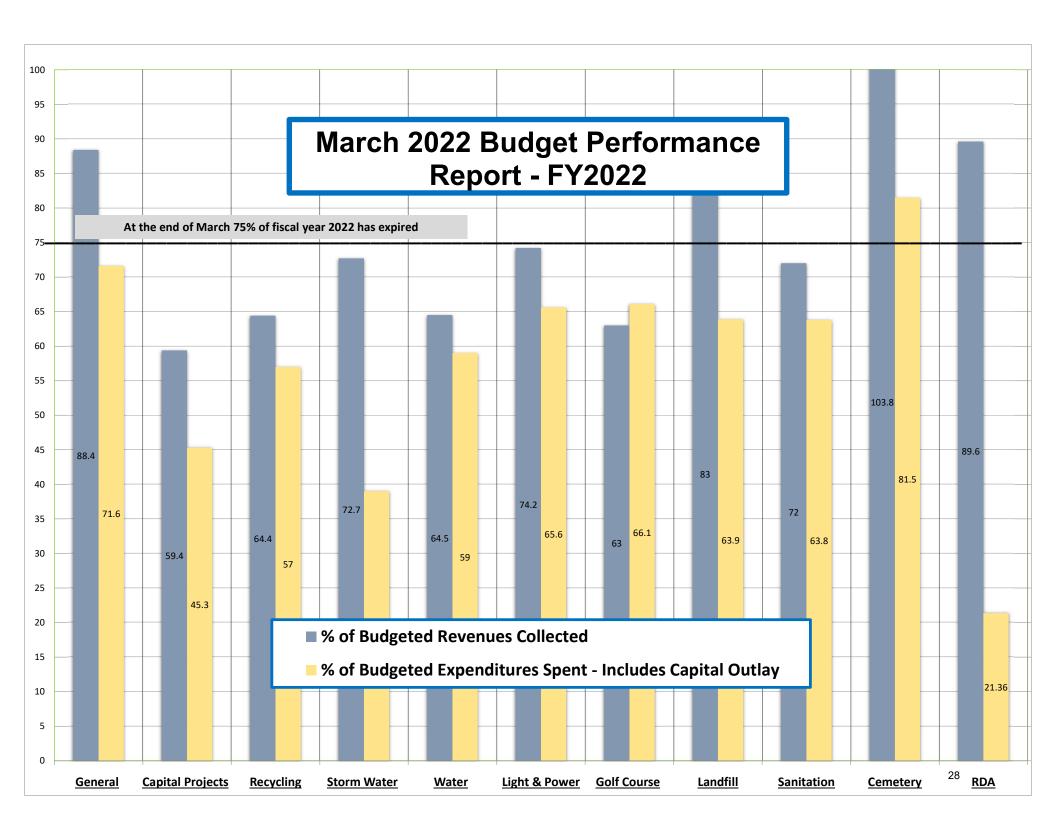
Financial information to aid in legislative and operational decision making.

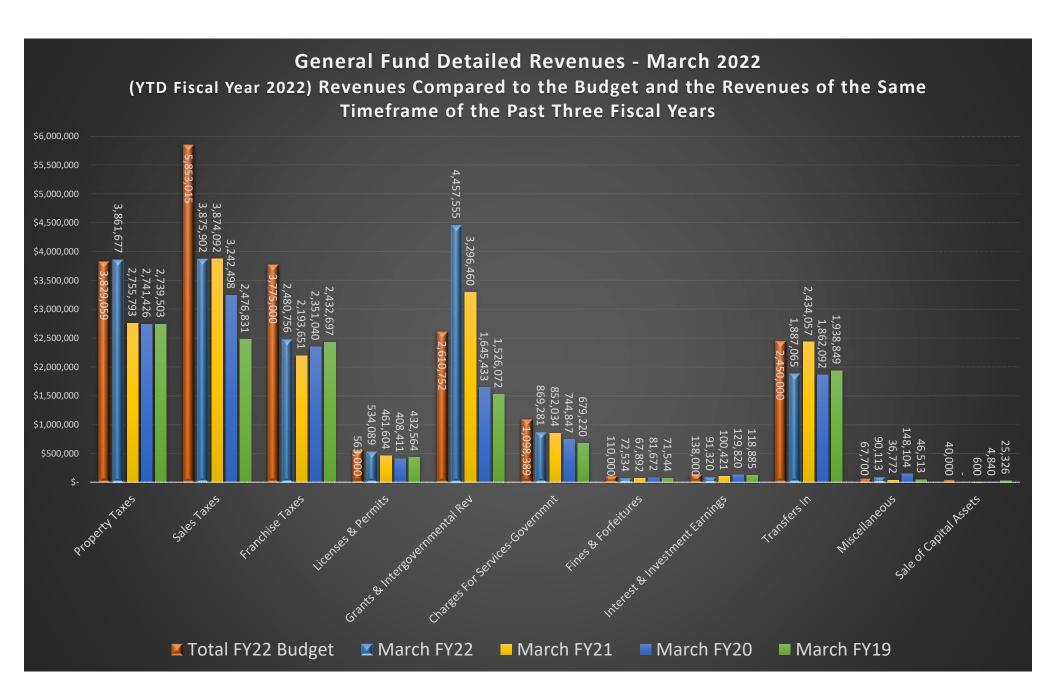
Recommendation

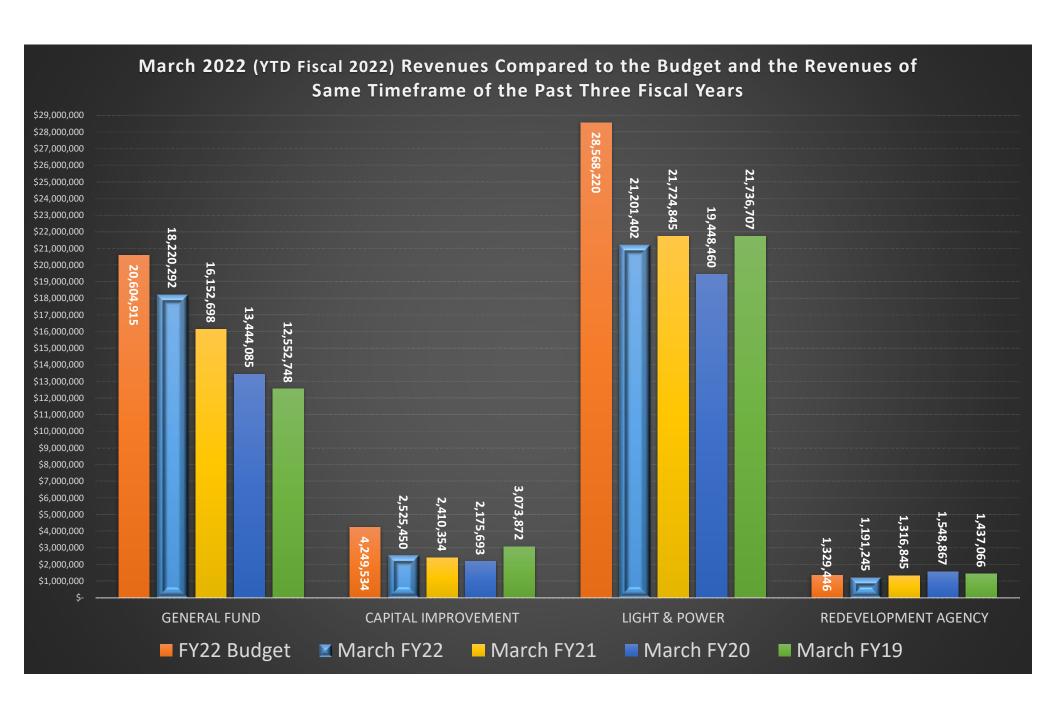
Council should review the attached revenue, expense, and budget reports.

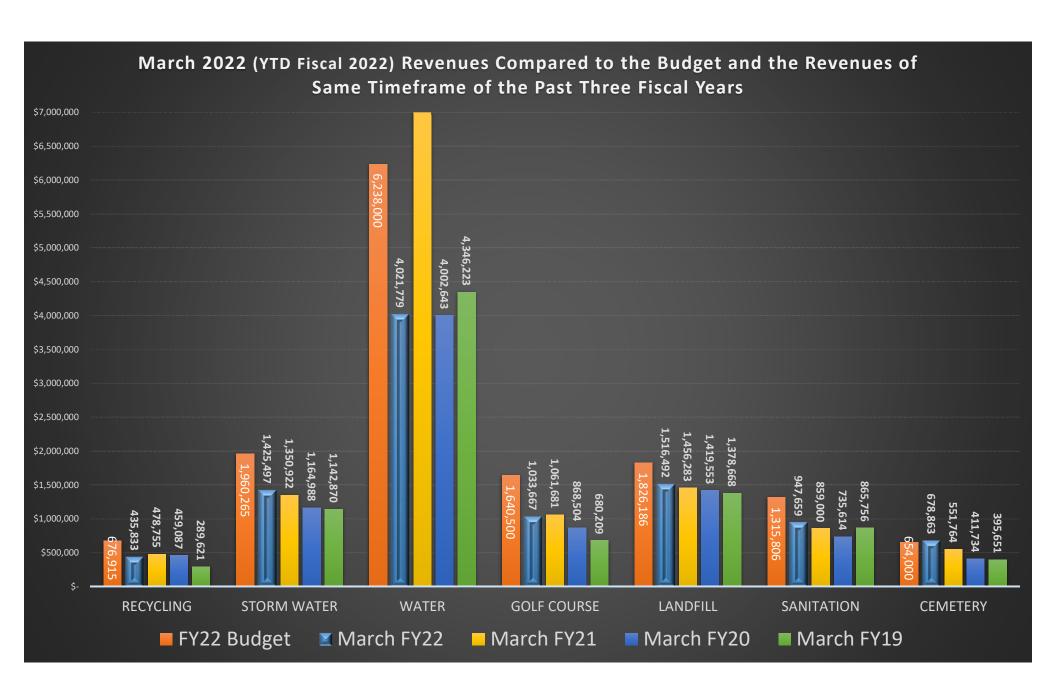
Attachments

• March 2022 Revenue & Expense Reports – Fiscal 2022 YTD











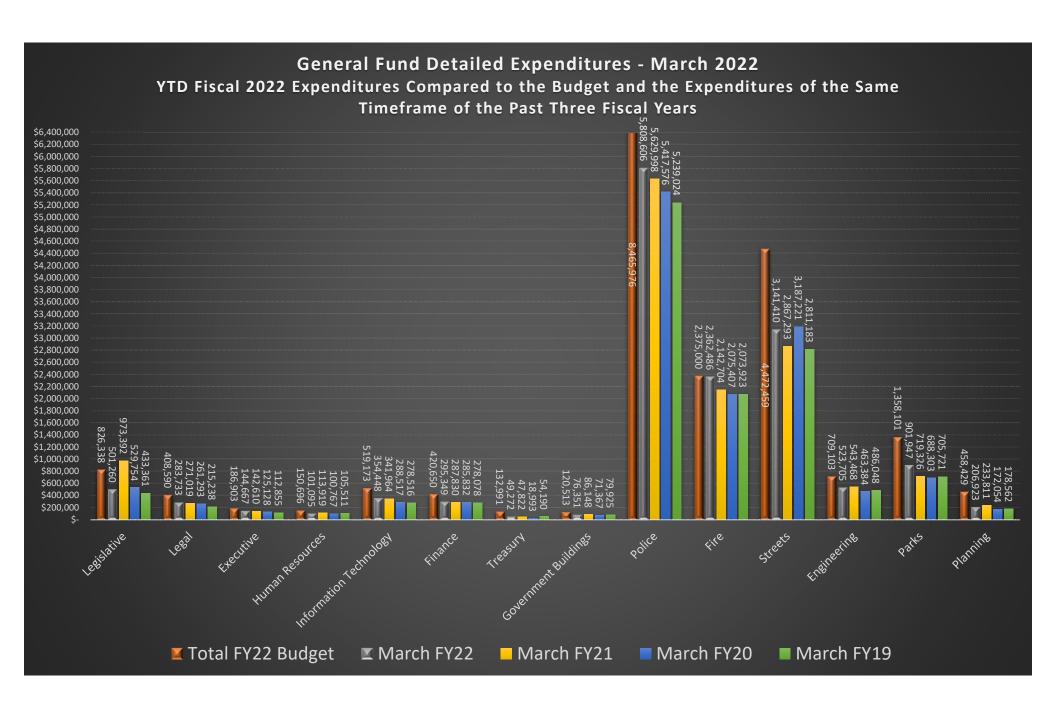
04/29/2022 09:29 tyson City of Bountiful, UT MARCH 2022 - FY2022 YTD REVENUE P 1 |glytdbud

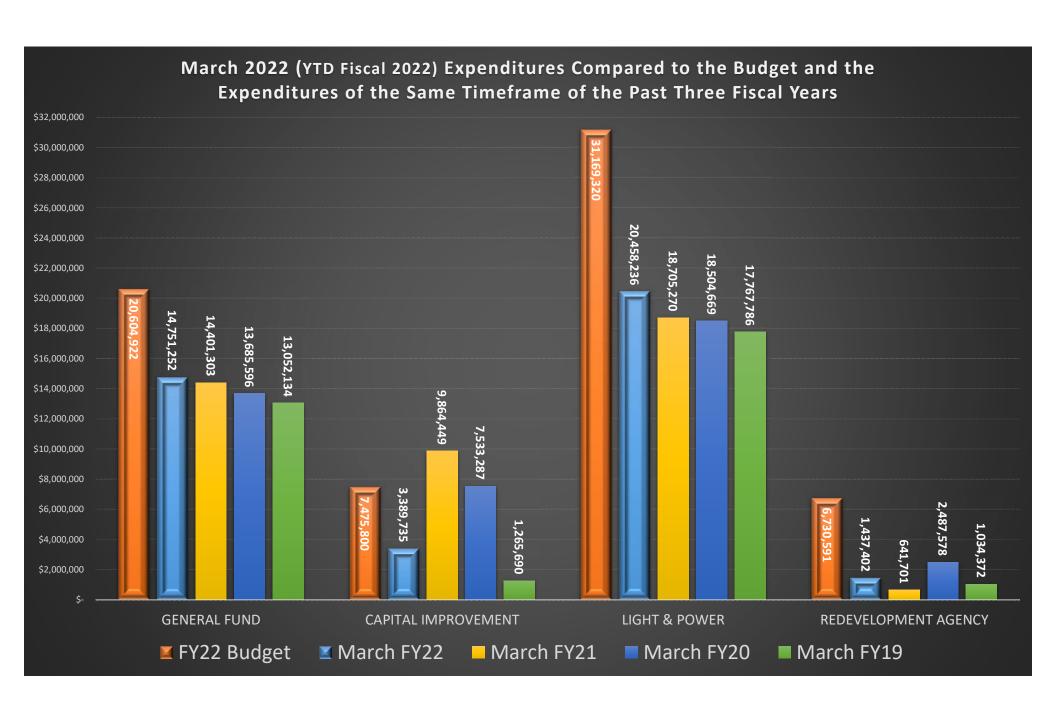
FOR 2022 09

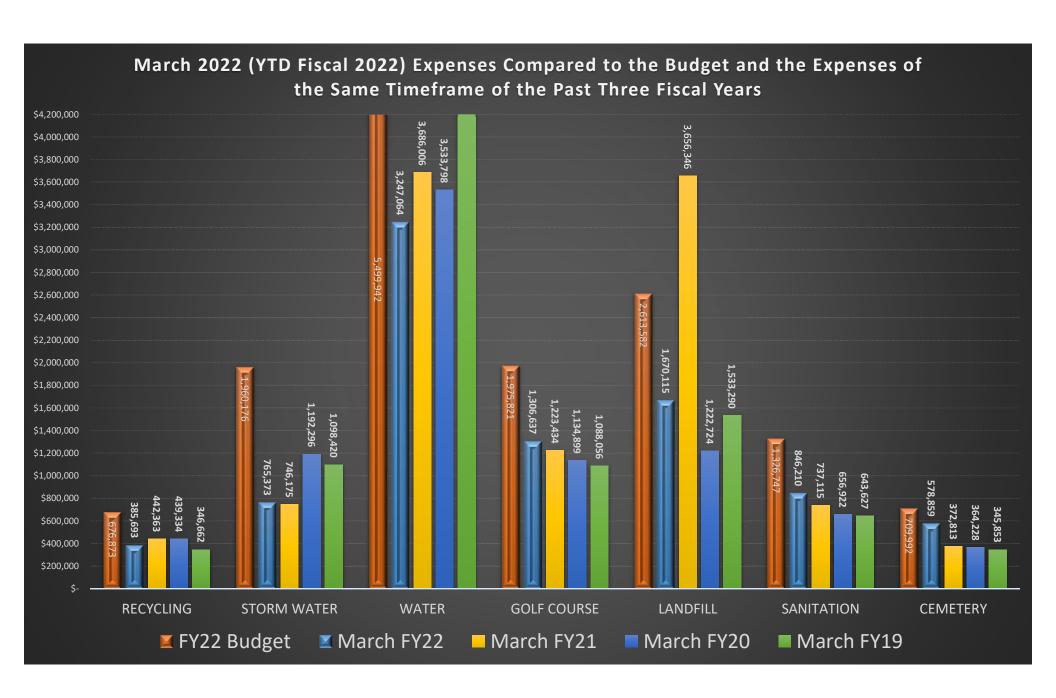
JOURNAL DETAIL 2022 1 TO 2022 6

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND 30 DEBT SERVICE 45 CAPITAL IMPROVEMENT 48 RECYCLING 49 STORM WATER 51 WATER 53 LIGHT & POWER 55 GOLF COURSE 57 LANDFILL 58 SANITATION 59 CEMETERY 61 COMPUTER MAINTENANCE 63 LIABILITY INSURANCE 64 WORKERS' COMP INSURANCE 72 RDA REVOLVING LOAN FUND 73 REDEVELOPMENT AGENCY 74 CEMETERY PERPETUAL CARE 78 LANDFILL CLOSURE 83 RAP TAX 92 OPEB TRUST 99 INVESTMENT		-200 -4,249,534 -676,915 -1,960,265 -6,238,000	-200 -4,249,534 -676,915 -1,960,265 -6,238,000 -28,568,220 -1,640,500 -1,826,186	-435,833.06 -1,425,496.51 -4,021,779.43 -21,201,402.41 -1,033,667.33 -1,516,492.41 -947,658.82 -678,862.81 -23.75 -557,693.33 -221,694.97 -136,972.98 -1,054,272.47 -91,483.72 -2,554.36	-5,030,609.88 -8.64 -296,657.27 -48,823.08 -164,038.63 -460,026.87 -2,065,274.39 -45,841.87 -167,729.57 -109,319.05 -80,861.27 19.88 -565.02 -23,146.08 -26,292.57 -599,254.05 -9,917.52 -399.53 -43,253.66 831,905.51	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	-2,384,622.90 -109.05 -1,724,083.87 -241,081.94 -534,768.49 -2,216,220.57 -7,366,817.59 -606,832.67 -309,693.59 -368,147.18 24,862.81 -70,490.25 91,163.33 -97,032.03 -117,756.02 -20,444.53 1,483.72 -2,045.64 -201,775.17 12.85 -1,400,300.89	88.4% 45.5% 59.4% 64.4% 72.7% 74.2% 63.0% 83.0% 72.38% 103.8% 19.5% 53.8% 101.6% 98.16% 98.10% 101.0%
	GRAND TOTAL	-70,663,997	-70,663,997	-53,119,297.33	-8,339,041.10	.00	-17,544,699.67	75.2%

^{**} END OF REPORT - Generated by Tyson Beck **









04/29/2022 09:24 tyson City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 1 |glytdbud

FOR 2022 09

JOURNAL DETAIL 2022 1 TO 2022 6

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
4110 Legislative							
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 422000 Public Notices 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance 426000 Bldg & Grnd Suppl & Maint 427400 Utilities - Stoker 428000 Telephone Expense 431000 Profess & Tech Services 451100 Insurance & Surety Bonds 452200 Election Expense 461000 Miscellaneous Expense 461750 Employee Wellness & Recognit' 462100 Prop Tax Incrmt Pmt - Bntl RD 466000 Contingency 491640 WorkersCompPremiumCharge-ISF 492010 Contr-Btfl/Davis Art Ctr 492050 Bntfl City Youth Council 492070 Contr-Btfl Historical Soc 492080 Community Events-BntflComServ 492090 CommunityEvents-Farmer'sMarke 492300 Grant Award Payments	20,000 85,000 135,000 1,743 60,000 6,000 25,000	84,424 15,600 9,001 109,328 710 8,792 35,000 15,000 1,000 17,640 18,000 2,500 10,000 5,600 20,000 20,000 85,000 20,000 1,743 60,000 6,000 23,000	63,808.90 12,415.52 6,350.19 79,855.18 476.67 7,753.69 4,458.00 10,219.16 8,218.40 1,912.46 2,320.17 8,571.39 10,111.73 1,601.48 1,313.21 .00 8,278.67 74,619.79 29,703.93 16,842.74 .00 23,853.36 1,469.45 60,000.00 4,976.56 25,000.00 30,733.70 1,395.15 5,000.00 501,259.50	7,196.05 994.15 554.95 9,245.71 57.28 664.74 .00 296.00 2,800.29 67.60 142.79 685.71 1,014.53 62.71 207.23 .00 .00 11,548.84 1,866.08 .00 21,666.00 138.41 .00 4,477.78 .00 1,315.34 .00 65,002.19	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	20,615.10 3,184.48 2,650.81 29,472.82 233.33 1,038.31 30,542.00 4,780.84 21,781.60 1,087.54 -1,320.17 9,068.61 7,888.27 -1,601.48 1,186.79 10,000.00 -2,678.67 10,380.21 -9,703.93 3,157.26 85,000.00 111,146.64 273.55 .00 1,023.44 .00 -7,733.70 -1,395.15 -5,000.00 325,078.50	75.6%%70.5%6%%70.5%67.12%68.14%88.122.7
4120 Legal							
411000 Salaries - Perm Employees	242,080	242,080	161,973.15	15,783.47	.00	80,106.85	66.9%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 2 |glytdbud

FOR 2022 09

					000111111111111111111111111111111111111		
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance 426000 Bldg & Grnd Suppl & Maint 428000 Telephone Expense 431000 Profess & Tech Services 431100 Legal And Auditing Fees 431100 Insurance & Surety Bonds 461000 Miscellaneous Expense 491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen	25,968 21,053 44,897 1,502 44,279 6,000 700 2,044 7,150 2,300 2,200 3,000 15,000 2,867 1,000 804 -20,254	25,968 21,053 44,897 1,502 44,279 6,000 6,000 700 2,044 7,150 2,300 2,200 3,000 15,000 2,867 1,000 804 -20,254	18,753.06 13,516.87 27,959.91 907.09 29,868.97 2,363.64 1,858.34 293.47 3,146.40 1,414.10 1,261.59 4,265.68 18,450.00 4,296.38 570.24 2,875.18 -15,190.47	1,953.16 1,450.91 2,281.10 106.78 2,994.78 720.52 580.00 37.60 .00 550.00 142.04 729.62 .00 1,800.00 .29.00 279.72 -1,687.83	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	7,214.94 7,536.13 16,937.09 594.91 14,410.03 3,636.36 4,141.66 406.53 -1,103.60 885.90 938.41 -1,265.68 -3,450.00 -1,429.38 429.76 -2,071.18 -5,063.53	72.2% 64.2% 62.3% 60.45% 39.4% 31.9% 31.9% 61.54.10% 57.2% 142.20% 1423.09% 57.6% 575.0%
TOTAL Legal	408,590	408,590	283,732.94	27,990.87	.00	124,857.06	69.4%
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance 426000 Bldg & Grnd Suppl & Maint 427000 Utilities 428000 Telephone Expense 451100 Insurance & Surety Bonds 461000 Miscellaneous Expense 491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen	224,594 17,679 28,044 1,316 40,683 1,500 9,000 2,000 3,000 6,500 3,500 1,000 2,500 2,000 674 -157,087	224,594 17,679 28,044 1,316 40,683 1,500 2,000 3,000 6,500 2,500 2,500 2,000 2,500 2,000	164,124.56 3,532.45 9,018.06 17,086.38 835.32 30,888.54 17.90 8,721.08 1,067.85 432.09 4,678.55 2,383.70 1,716.45 126.75 3,446.25 11,256.60 3,149.38 -117,815.22	16,234.46 .00 1,250.82 1,859.48 100.04 3,053.40 .00 168.22 53.14 .00 500.00 244.16 146.52 .00 .00 .00 .309.92 -13,090.58	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	60,469.44 -3,532.45 8,660.94 10,957.62 480.68 9,794.46 1,482.10 278.92 932.15 2,567.91 1,821.45 1,116.45 -1,716.45 -9,456.60 -2,475.38 -39,271.78	73.1% 100.0% 51.0% 60.9% 63.5% 75.9% 96.9% 14.4% 72.0% 12.7% 137.9% 137.9% 562.8% 75.0%
TOTAL Executive	186,903	186,903	144,666.69	10,829.58	.00	42,236.31	77.4%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 3 |glytdbud

FOR 2022 09

FOR 2022 09					JOURNAL DETA	1L 2022 1 TO	2022 6
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4134 Human Resources							
411000 Salaries - Perm Employees 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance 426000 Bldg & Grnd Suppl & Maint 428000 Telephone Expense 429200 Computer Software 429300 Computer 451100 Insurance & Surety Bonds 461000 Miscellaneous Expense 491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen	135,546 10,713 32,205 823 25,849 1,600 4,100 3,500 750 4,489 3,800 1,600 13,025 1,025 1,978 100 407 -90,814	135,546 10,713 32,205 823 25,849 1,600 4,100 3,500 750 4,489 3,800 1,600 13,025 1,025 1,025 1,025 1,978 100 407 -90,814	99,888.26 7,759.17 14,400.76 532.71 18,948.73 1,642.90 1,185.73 2,273.71 308.56 3,231.01 3,411.70 720.06 11,681.84 488.41 2,419.55 -01 312.02 -68,110.47	227.29 411.87 .00 345.30 224.47 104.42 322.83 .00 .00 -68.63 31.04 -7,567.83	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	35,657.74 2,953.83 17,804.24 290.29 6,900.27 -42.90 2,914.27 1,226.29 441.44 1,257.99 388.30 879.94 1,343.16 536.59 -441.55 100.01 94.98	73.7% 72.4% 74.7% 73.3% 102.7% 28.9% 41.1% 89.8% 45.0% 89.6% 47.6% 122.3% 76.7% 75.0%
TOTAL Human Resources	150,696	150,696	101,094.64	8,430.71	.00	49,601.36	67.1%
4136 Information Technology							
411000 Salaries - Perm Employees 413010 Fica Taxes 413010 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance 426000 Bldg & Grnd Suppl & Maint 428000 Telephone Expense 429200 Computer Software 429300 Computer 431000 Profess & Tech Services	384,417 29,751 90,724 2,326 73,308 350 3,400 750 15,000 4,489 9,000 9,000 15,000 5,000	384,417 29,751 90,724 2,326 73,308 3,400 750 15,000 4,489 9,000 9,000 15,000 12,000 5,000	262,733.36 19,681.36 47,718.43 1,434.77 49,775.68 .00 662.98 927.44 43,962.67 3,231.01 5,769.76 5,553.61 7,107.01 1,480.06 2,414.87	27,569.60 2,063.83 4,896.28 176.14 5,229.94 .00 .00 .440.74 345.30 576.43 203.70 130.06 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	121,683.64 10,069.64 43,005.57 891.23 23,532.32 350.00 2,737.02 -177.44 -28,962.67 1,257.99 3,230.24 3,446.39 7,892.99 10,519.94 2,585.13	68.3% 662.6% 52.6% 61.7% 67.9% 19.5% 123.1% 72.0% 64.1% 61.7% 47.4% 48.3%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 4 glytdbud

FOR 2022 09

FOR 2022 05					OCCIONAL DEIA	11 2022 1 10	2022 0
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
451100 Insurance & Surety Bonds 461000 Miscellaneous Expense 491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen	4,570 0 1,153 -141,065	4,570 0 1,153 -141,065	6,614.60 372.67 806.55 -105,798.78	.00 170.73 84.78 -11,755.42	.00 .00 .00	-2,044.60 -372.67 346.45 -35,266.22	144.7% 100.0% 70.0% 75.0%
TOTAL Information Technology	519,173	519,173	354,448.05	30,132.11	.00	164,724.95	68.3%
4140 Finance							
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance 426000 Bldg & Grnd Suppl & Maint 428000 Telephone Expense 429200 Computer Software 429200 Computer 431000 Profess & Tech Services 431040 Bank & Investment Account Fee 431050 Credit Card Merchant Fees 431100 Legal And Auditing Fees 431100 Insurance & Surety Bonds 461000 Miscellaneous Expense 491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen	8,978 8,000 2,600 18,000 2,000 1,000 3,000 6,700 11,145 6,042	437,213 25,163 36,059 85,918 2,594 83,377 1,200 9,000 4,500 1,600 8,978 8,000 2,600 18,000 2,000 1,000 3,000 6,700 11,145 6,042 1,200 1,387 -336,026	320,235.34 12,428.73 24,092.84 56,383.77 1,678.30 60,748.95 1,172.90 3,431.12 2,427.88 771.06 6,462.02 9,405.12 1,957.04 16,802.48 89.09 .00 3,477.37 5,236.86 11,146.36 7,580.76 818.70 1,022.26 -252,019.53	31,713.60 1,422.67 2,464.94 6,381.68 200.98 6,016.10 800.00 1,146.66 210.32 .00 690.60 561.39 542.53 842.54 .00 .00 658.61 491.17 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	116,977.66 12,734.27 11,966.16 29,534.23 915.70 22,628.05 27.10 5,568.88 2,072.12 828.94 2,515.98 -1,405.12 642.96 1,197.52 1,910.91 1,000.00 -477.37 1,463.14 -1.36 -1,538.30 364.74 -84,006.47	73.2% 49.4% 66.8% 65.6% 72.9% 38.1% 54.0% 48.2% 717.3% 4.5% 117.3% 93.3% 4.5% 115.2% 100.5% 78.2% 77.0%
TOTAL Finance	420,650	420,650	295,349.42	26,243.69	.00	125,300.58	70.2%
4143 Treasury							
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes	299,779 34,873 25,944	299,779 34,873 25,944	206,851.91 22,580.55 17,845.48	21,923.27 2,097.14 1,865.88	.00 .00 .00	92,927.09 12,292.45 8,098.52	69.0% 64.8% 68.8%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 5 |glytdbud

FOR 2022 09

TOTTRNAT.	DETATI.	2022	1	TΩ	2022	6

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance 426000 Bldg & Grnd Suppl & Maint 428000 Telephone Expense 429050 Util Billing Supplies 429200 Computer Software 429200 Computer Software 429300 Computer 451100 Insurance & Surety Bonds 452300 Uncollectible Accounts 461000 Miscellaneous Expense 463000 Cash Over Or Short 491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen	34,061 2,399 57,168 500 6,500 4,000 1,000 3,000 110,000 26,626 2,826 5,064 6,000 1,000 1,000 -505,242	34,061 2,399 57,168 500 6,500 4,000 1,000 4,489 12,000 3,000 110,000 26,626 2,826 5,064 6,000 1,000 1,004 -505,242	25,784.80 1,238.55 39,239.85 599.00 2,955.71 2,883.39 1,448.63 3,231.01 8,460.63 1,911.39 52,951.06 24,976.06 24,976.06 2,512.18 6,394.14 5,381.46 274.14 -22.89 706.01 -378,931.50	3,034.08 145.34 4,158.85 .00 23.46 175.17 .00 345.30 825.77 282.81 25.00 1,191.36 2,071.50 .00 549.90 .00 -100.00 74.07 -42,103.50	.00	1,257.99 3,539.37 1,088.61 57,048.94 1,649.94 313.82 -1,330.14 618.54 725.86 22.89 297.99	45.5% 72.1% 144.9% 72.0% 70.5% 63.7% 48.1% 93.8% 88.9% 126.3% 89.7% 27.4%
TOTAL Treasury	132,991	132,991	49,271.56	-3,414.60	.00	83,719.44	37.0%
4160 Government Buildings	_						
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 426000 Bldg & Grnd Suppl & Maint 428000 Telephone Expense 431400 Landfill Fees 448000 Operating Supplies 461000 Miscellaneous Expense 491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen TOTAL Government Buildings	68,127 10,500 6,015 17,875 408 12,992 1,500 200 5,700 15,500 100 60 2,000 2,359 -22,883 120,513	68,127 10,500 6,015 17,875 408 12,992 1,500 200 5,700 15,500 60 2,000 60 2,359 -22,883			.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	16,860.38 10,500.00 2,259.74 5,586.79 142.65 3,266.80 1,500.00 -88.12 2,343.99 5,249.00 100.00 60.00 720.26 60.00 1,321.05 -5,720.72	75.3% 62.4% 68.7% 65.0% 74.9% 144.1% 58.9% 66.1% .0% 64.0% 44.0% 75.0%
Total Government Bullungs	120,010	120,515	,0,331.10	2,020.27	. 3 0	11,101.02	33.10

4210 Police



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 6 |glytdbud

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
411000 Salaries - Perm Employees 411100 Salaries - Officer 411400 Salaries - Spec Protect 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 413060 Unemployment Reimb 414000 Uniform Allowance 415000 Employee Education Reimb 421000 Books Subscr & Mmbrshp 422000 Public Notices 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425200 Communication Equip Maint 425410 Fuel And Oil 425430 Service & Parts 425500 Terminal Maint & Queries 426000 Bldg & Grnd Suppl & Maint 426010 Tire House Maintenance 427000 Utilities 427700 Utilities - Jeep Posse 428000 Telephone Expense 429300 Computer 431050 Credit Card Merchant Fees 431200 Informant & Intelligence 431600 Animal Control Services 432000 Examination & Evaluation 445100 Public Safety Supplies 445300 Special Suppl Tech Svs 451100 Insurance & Surety Bonds 461000 Miscellaneous Expense 491640 WorkersCompPremiumCharge-ISF TOTAL Police	218,057 2,674,225 3,700 70,602 229,045 808,187 17,722 1,379,383 28,464 12,500 3,959 5,000 21,678 12,000 4,750 102,060 65,000 110,397 67,331 4,019 105,000 20,500 53,269 5,803 1,000 126,712 630 100,786 2,569 68,050 54,409 6,359,907	218,057 2,674,225 3,700 70,602 229,045 808,187 17,722 1,379,383 28,464 12,500 3,959 5,000 21,678 12,000 4,750 102,060 65,000 110,397 67,331 4,019 105,000 110,397 67,331 4,019 105,000 126,712 630 100,786 2,569 68,050 54,409 6,359,907	146,940.90 1,919,643.58 6,786.50 44,142.48 158,716.68 460,333.12 10,852.08 916,717.38 4,887.27 34,413.05 1,559.97 2,780.39 .00 19,643.84 4,195.69 9.00 1,206.15 34,888.30 70,126.30 11,914.98 52,377.46 4,234.62 92,199.11 3,802.50 26,456.11 1,437.50 386.26 -650.00 84,474.64 9,448.00 62,492.73 1,127.55 84,816.40 1,262.35 40,119.47 4,313,742.36	15,626.40 219,190.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	71,116.10 754,581.42 -3,086.50 26,459.52 70,328.32 347,853.88 6,869.92 462,665.62 -4,887.7 -5,949.05 10,940.03 1,178.61 5,000.00 2,034.16 7,804.31 -9.00 3,543.85 67,171.70 -5,126.30 98,482.02 14,953.54 -215.62 12,800.89 -1,302.50 26,812.89 4,365.50 613.74 1,150.00 42,237.36 -8,818.00 38,293.27 1,441.45 -16,766.40 -662.35 14,289.53	66.7%
411100 Salaries - Officer	7,756	7,756	624.34	.00	.00	7,131.66	8.0%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 7

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
413010 Fica Taxes 413030 Employee Life Ins 414000 Uniform Allowance 461000 Miscellaneous Expense 491640 WorkersCompPremiumCharge-ISF	639 850 600 0 155	639 850 600 0 155	48.49 176.25 131.87 34.00 12.68	.00 .00 .00 .00	.00 .00 .00 .00	590.51 673.75 468.13 -34.00 142.32	7.6% 20.7% 22.0% 100.0% 8.2%
TOTAL Reserve Officers	10,000	10,000	1,027.63	.00	.00	8,972.37	10.3%
4216 Crossing Guards							
412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413040 State Retirement & 401 K 445100 Public Safety Supplies 461000 Miscellaneous Expense 491640 WorkersCompPremiumCharge-ISF	135,750 10,384 0 2,200 0 2,715	135,750 10,384 0 2,200 2,715	86,489.28 6,616.95 252.18 694.38 238.00 1,729.79	12,555.00 960.56 35.70 .00 68.00 251.10	.00 .00 .00 .00 .00	49,260.72 3,767.05 -252.18 1,505.62 -238.00 985.21	63.7% 63.7% 100.0% 31.6% 100.0% 63.7%
TOTAL Crossing Guards	151,049	151,049	96,020.58	13,870.36	.00	55,028.42	63.6%
4217 School Resource Officer							
411100 Salaries - Officer 411110 Salaries - SRO 411120 Salaries - PROS 411130 Salaries - PROS II 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 491640 WorkersCompPremiumCharge-ISF	0 111,713 101,768 49,204 20,171 34,022 708 57,857 5,254	0 111,713 101,768 49,204 20,171 34,022 708 57,857 5,254	63,320.63 102,451.41 51,544.77 13,511.58 17,003.47 42,278.51 810.43 74,846.82 4,626.62	.00 8,865.60 10,642.79 1,751.80 1,566.95 2,882.76 57.34 4,510.80 425.73	.00 .00 .00 .00 .00 .00	-63,320.63 9,261.59 50,223.23 35,692.42 3,167.53 -8,256.51 -102.43 -16,989.82 627.38	100.0% 91.7% 50.6% 27.5% 84.3% 124.3% 114.5% 129.4% 88.1%
TOTAL School Resource Officer	380,697	380,697	370,394.24	30,703.77	.00	10,302.76	97.3%
4218 Liquor Control							
411100 Salaries - Officer 411200 D.U.I Cases 413010 Fica Taxes	30,097 3,062 2,537	30,097 3,062 2,537	872.63 7,499.97 64.87	.00 833.33 .00	.00	29,224.37 -4,437.97 2,472.13	2.9% 244.9% 2.6%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 8

FOR 2022 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
445100 Public Safety Supplies 491640 WorkersCompPremiumCharge-ISF	0 663	0 663	1,229.41 17.45	.00	.00	-1,229.41 645.55	100.0%	
TOTAL Liquor Control	36,359	36,359	9,684.33	833.33	.00	26,674.67	26.6%	
4219 PSAP - E911								
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 414000 Uniform Allowance 422000 Public Notices 423000 Travel & Training 428000 Telephone Expense 432000 Examination & Evaluation 445100 Public Safety Supplies 461000 Miscellaneous Expense 474500 Machinery & Equipment 491640 WorkersCompPremiumCharge-ISF	3,200	917,024 0 70,886 230,345 5,516 172,081 9,588 2,000 4,886 109,807 0 0 3,200 2,631	650,278.56 3,034.73 48,898.80 102,199.55 3,267.75 121,593.00 1,649.20 .00 2,825.06 73,631.04 175.00 8,131.39 86.00 .00 1,967.11	66,006.94 .00 4,962.07 13,387.23 389.84 11,692.22 607.60 .00 153.02 9,185.98 .00 6,040.00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	266,745.44 -3,034.73 21,987.20 128,145.45 2,248.25 50,488.00 7,938.80 2,000.00 2,060.94 36,175.96 -175.00 -8,131.39 -86.00 3,200.00 663.89	70.9% 100.0% 69.0% 44.4% 59.2% 70.7% 17.2% .0% 57.8% 100.0% 100.0% 100.0% 74.8%	
TOTAL PSAP - E911	1,527,964	1,527,964	1,017,737.19	112,625.13	.00	510,226.81	66.6%	
4220 Fire								
431000 Profess & Tech Services	2,375,000	2,375,000	2,362,486.00	1,181,243.00	.00	12,514.00	99.5%	
TOTAL Fire	2,375,000	2,375,000	2,362,486.00	1,181,243.00	.00	12,514.00	99.5%	
4410 Streets								
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins	1,105,664 40,000 87,643 285,925 6,888	1,105,664 40,000 87,643 285,925 6,888	724,622.27 23,289.45 60,927.04 188,701.90 4,310.83	88,484.64 .00 6,921.40 21,381.80 494.35	.00 .00 .00 .00	381,041.73 16,710.55 26,715.96 97,223.10 2,577.17	65.5% 58.2% 69.5% 66.0% 62.6%	



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 9 |glytdbud

JOURNAL DETAIL	2022	1	TΩ	2022	6

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 426000 Bldg & Grnd Suppl & Maint 427000 Utilities 428000 Telephone Expense 431400 Landfill Fees 441100 Special Highway Supplies 441200 Road Matl Patch/ Class C 441300 Street Signs 448000 Operating Supplies 451100 Insurance & Surety Bonds 461000 Miscellaneous Expense 473200 Road Materials - Overlay 473210 Road Recondition & Repair 473400 Concrete Repairs 491640 WorkersCompPremiumCharge-ISF	210,730 200 5,500 8,000 270,000 20,000 42,000 2,000 300,000 190,000 75,000 130,000 26,139 1,000 775,000 535,000 310,000 33,770	210,730 200 5,500 8,000 270,000 20,000 42,000 12,000 300,000 190,000 75,000 130,000 26,139 1,000 775,000 535,000 310,000 33,770	150,083.64 642.90 270.54 9,183.25 288,360.04 14,127.70 32,875.69 8,021.12 4,190.00 197,267.35 33,941.69 38,548.53 92,502.39 44,807.34 931.50 657,821.83 426,872.74 115,129.75 23,980.50	17,667.64	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	60,646.36 -442.90 5,229.46 -1,183.25 -18,360.04 5,872.30 9,124.31 3,978.88 -2,190.00 102,732.65 156,058.31 36,451.47 37,497.61 -18,668.34 68.50 117,178.17 108,127.26 194,870.25 9,789.50	71.2% 321.5% 4.9% 4.9% 114.8% 106.8% 70.6% 78.3% 66.8% 65.8% 17.9% 51.4% 71.2% 84.9% 79.8% 37.1%
TOTAL Streets	4,472,459	4,472,459	3,141,409.99	228,351.03	.00	1,331,049.01	70.2%
4450 Engineering							
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance 426000 Bldg & Grnd Suppl & Maint 428000 Telephone Expense 429300 Computer 431000 Profess & Tech Services 431050 Credit Card Merchant Fees 448000 Operating Supplies 451100 Insurance & Surety Bonds	451,223 18,000 37,228 109,801 2,827 86,048 2,000 9,000 10,000 17,413 14,000 8,500 16,690 1,000 5,000 3,000 6,664	451,223 18,000 37,228 109,801 2,827 86,048 2,000 9,000 10,000 17,413 14,000 8,500 16,690 1,000 5,000 3,000 6,664	333,912.33 9,431.00 25,780.47 65,325.31 1,791.77 61,702.62 1,618.62 6,607.80 1,439.17 21,047.28 11,696.57 11,700.63 7,311.76 15,094.35 9,707.34 3,731.84 .00 8,182.51	32,906.72 616.60 2,464.92 7,979.08 212.36 6,242.36 336.00 1,509.84 132.46 1,288.30 1,198.48 616.25 281.10 3,497.21 398.30 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	117,310.67 8,569.00 11,447.53 44,475.69 1,035.23 24,345.38 381.38 2,392.20 1,047.28 5,716.43 2,299.37 1,188.24 1,595.65 -8,707.34 1,268.16 3,000.00 -1,518.51	74.0% 52.4% 69.3% 69.3% 71.7% 80.9% 73.4% 71.7% 80.5% 67.2% 83.6% 890.4% 970.7% 74.6% 122.8%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 10 |glytdbud

FOR 2022 09

FOR 2022 09					UUURNAL DEIA	16 2022 1 10	2022 0
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
453100 Interest Expense 461000 Miscellaneous Expense 463000 Cash Over Or Short 491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen	6,500 250 0	6,500 250 0	1,708.31 215.00 05	299.52 .00 .00	.00	4,791.69 35.00 .05	26.3% 86.0% 100.0%
491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen	8,597 -107,638	8,597 -107,638	6,429.19 -80,728.47	643.59 -8,969.83	.00	2,167.81 -26,909.53	74.8% 75.0%
TOTAL Engineering	709,103	709,103	523,705.35	52,115.89	.00	185,397.65	73.9%
4510 Parks							
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 415000 Employee Education Reimb 421000 Books Subscr & Mmbrshp 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 426000 Bldg & Grnd Suppl & Maint 427000 Utilities 428000 Telephone Expense 431050 Credit Card Merchant Fees 431400 Landfill Fees 448000 Operating Supplies 451100 Insurance & Surety Bonds 461000 Miscellaneous Expense 461400 Purchase Of Water 462090 Handcart Days Celebration 491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen	463,926 231,006 53,162 161,262 2,889 88,471 2,500 1,000 9,000 2,000 75,000 130,000 1,000 1,000 1,000 1,000 15,000 7,500 50,000 20,000 12,219 -73,684	463,926 231,006 53,162 161,262 2,889 88,471 2,500 1,000 9,000 2,000 75,000 130,000 1,000 1,000 1,000 1,000 250 50,000 20,000 12,219 -73,684	331,307.08 80,692.37 30,434.22 86,720.29 1,840.15 62,848.75 .00 1,155.22 13,346.76 878.80 63,284.37 84,835.61 102,627.98 3,205.52 16.62 2,290.00 8,385.27 14,344.33 451.00 40,273.24 20,000.00 8,272.08 -55,262.97	34,727.37 1,831.00 2,667.43 9,941.34 220.96 6,587.75 .00 400.00 5,366.60 .00 4,680.86 6,934.48 11,107.11 545.62 1.65 555.00 1,635.31 .00 49.00 .00 .735.54 -6,140.33	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	132,618.92 150,313.63 22,727.78 74,541.71 1,048.85 25,622.25 2,500.00 -155.22 -4,346.76 1,121.20 11,715.63 45,164.39 -2,627.98 1,394.48 983.38 -1,290.00 6,614.73 -6,844.33 -201.00 9,726.76 .00 3,946.92 -18,421.03	71.4% 34.9% 57.2% 53.8% 63.7% 71.0% 115.5% 148.3% 43.9% 84.4% 65.36% 69.7% 1.7% 229.0% 191.3% 180.4% 80.5% 67.7% 75.0%
TOTAL Parks	1,358,101	1,358,101	901,946.69	81,846.69	.00	456,154.31	66.4%
4610 Planning							
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time	211,681	211,681	125,321.24 5,670.00	11,275.06 315.00	.00	86,359.76 -5,670.00	59.2% 100.0%



4110 Legislative

City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 11 |glytdbud

FOR 2022 09					JOURNAL DETA	AIL 2022 1 TO	2022 6
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 422000 Public Notices 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance 426000 Bldg & Grnd Suppl & Maint 428000 Telephone Expense 431000 Profess & Tech Services 431050 Credit Card Merchant Fees 448000 Operating Supplies 451100 Insurance & Surety Bonds 459240 Commissioner's Allowance 461000 Miscellaneous Expense 491640 WorkersCompPremiumCharge-ISF 496200 Admin Services ReimbAdjustmen	16,194 81,652 1,291 38,749 750 1,000 7,000 4,000 9,500 8,485 6,000 117,000 117,000 2,547 6,000 1,000 3,277 -59,697	16,194 81,652 1,291 38,749 750 1,000 7,000 4,000 9,500 8,485 6,000 11,000 11,000 2,547 6,000 1,000 3,277 -59,697	9,893.09 32,435.85 624.00 22,268.89 1,218.31 315.96 2,730.26 11,616.79 2,854.07 3,871.08 851.01 15,090.43 1,410.99 48.90 5,190.83 4,021.04 1,445.42 2,103.99 -44,772.75	836.08 3,394.34 73.72 2,106.12 .00 81.00 .00 118.42 281.09 240.00 396.52 139.13 33.90 138.46 .00 .00 .00 49.00 173.05 -4,974.75	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	6,300.91 49,216.15 667.00 16,480.11 -468.31 684.04 4,269.03 1,286.74 -2,116.79 5,630.93 2,128.92 101,909.57 -1,410.99 951.10 -2,643.83 1,978.96 -445.42 1,173.01 -14,924.25	61.1% 39.7% 48.3% 57.5% 162.4% 31.6% 39.0% 42.3% 64.5% 62.3% 85.19% 100.0% 4.9% 203.8% 144.5% 64.2% 75.0%
TOTAL Planning	458,429	458,429	206,923.46	14,676.14	.00	251,505.54	45.1%
TOTAL GENERAL FUND	20,604,922	20,604,922	14,751,251.80	2,380,162.68	.00	5,853,670.20	71.6%
30 DEBT SERVICE							
4710 Debt Sevice							
431040 Bank & Investment Account Fee	25	25	11.12	1.30	.00	13.88	44.5%
TOTAL Debt Sevice	25	25	11.12	1.30	.00	13.88	44.5%
TOTAL DEBT SERVICE	25	25	11.12	1.30	.00	13.88	44.5%
45 CAPITAL IMPROVEMENT							



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 12 |glytdbud

FOR 2022 09					JOURNAL DET	AIL 2022 1 TO	2022 6
45 CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
466000 Contingency 471100 Land 473100 Improv Other Than Bldgs	150,000 0 3,000,000	150,000 0 3,000,000	4,080.00 874,101.36 110,963.60	4,080.00 849,101.36 8,662.99	.00	145,920.00 -874,101.36 2,889,036.40	2.7% 100.0% 3.7%
473160 Improv-PublicArt-1%CapProject TOTAL Legislative	122,800	122,800	3,615.00 992,759.96	3,615.00 865,459.35	.00	119,185.00 2,280,040.04	2.9%
4136 Information Technology							
474500 Machinery & Equipment	0	0	12,807.88	12,807.88	.00	-12,807.88	100.0%
TOTAL Information Technology	0	0	12,807.88	12,807.88	.00	-12,807.88	100.0%
4140 Finance							
431040 Bank & Investment Account Fee	0	19,000	12,304.73	1,434.80	.00	6,695.27	64.8%
TOTAL Finance	0	19,000	12,304.73	1,434.80	.00	6,695.27	64.8%
4210 Police							
472100 Buildings 474500 Machinery & Equipment	0 857,000	0 857,000	129,825.20 73,201.00	2,738.00	.00	-129,825.20 783,799.00	100.0% 8.5%
TOTAL Police	857,000	857,000	203,026.20	2,738.00	.00	653,973.80	23.7%
4410 Streets							
472100 Buildings 473500 Road Reconstruction 473600 New Road Construction 474500 Machinery & Equipment	0 2,675,000 0 552,000	2,675,000 0 552,000	30,652.21 1,506,469.73 4,587.50 535,884.66	.00 .00 3,163.75 .00	.00 .00 .00	-30,652.21 1,168,530.27 -4,587.50 16,115.34	100.0% 56.3% 100.0% 97.1%
TOTAL Streets	3,227,000	3,227,000	2,077,594.10	3,163.75	.00	1,149,405.90	64.4%
4510 Parks							



JOURNAL DETAIL 2022 1 TO 2022 6

04/29/2022 09:24 tyson City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 13 |glytdbud

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
473100 Improv Other Than Bldgs 474500 Machinery & Equipment	20,000 80,000	20,000 80,000	14,669.25 76,573.00	.00 10,815.00	.00	5,330.75 3,427.00	73.3% 95.7%
TOTAL Parks	100,000	100,000	91,242.25	10,815.00	.00	8,757.75	91.2%
TOTAL CAPITAL IMPROVEMENT	7,456,800	7,475,800	3,389,735.12	896,418.78	.00	4,086,064.88	45.3%
48 RECYCLING							
4800 Recycling							
431040 Bank & Investment Account Fee 431050 Credit Card Merchant Fees 431100 Legal And Auditing Fees 431550 Recycling Collectn Service 452300 Uncollectible Accounts 491150 Admin Services Reimbursement	2,000 269 595,800 500 78,304	2,000 2,000 269 595,800 500 78,304	5.43 1,362.27 269.07 324,936.15 392.27 58,727.97	.64 127.77 .00 43,138.23 31.26 6,525.33	.00 .00 .00 .00 .00	-5.43 637.73 07 270,863.85 107.73 19,576.03	100.0% 68.1% 100.0% 54.5% 78.5% 75.0%
TOTAL Recycling	676,873	676,873	385,693.16	49,823.23	.00	291,179.84	57.0%
TOTAL RECYCLING	676,873	676,873	385,693.16	49,823.23	.00	291,179.84	57.0%
49 STORM WATER							
4900 Storm Water							
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 422000 Public Notices 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance	364,122 20,000 29,420 104,994 2,428 69,057 900 12,650 3,000 600 70,400 449	364,122 20,000 29,420 104,994 2,428 69,057 900 12,650 3,000 600 70,400 449	232,637.07 3,856.58 17,429.45 44,041.14 1,294.87 44,111.68 625.00 9,679.00 103.06 371.47 41,257.93 323.19	23,870.61 .00 1,755.30 4,514.92 155.86 4,528.26 .00 7,929.00 .00 23.46 6,677.78 34.54	.00 .00 .00 .00 .00 .00 .00 .00	131,484.93 16,143.42 11,990.55 60,952.86 1,133.13 24,945.32 275.00 2,971.00 2,896.94 228.53 29,142.07 125.81	63.9% 19.3% 59.2% 51.3% 63.9% 69.4% 76.5% 61.6% 72.0%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 14 glytdbud

FOR 2022 09 JOURNAL DETAIL 2022 1 TO 2022 6 ORIGINAL REVISED AVAILABLE PCT STORM WATER BUDGET 49 APPROP BUDGET YTD EXPENDED MTD EXPENDED ENCUMBRANCES USED 1,960,176 1,960,176 765,372.55 71,590.48 .00 1,194,803.45 39.0% TOTAL STORM WATER 51 WATER 5100 Water 411000 Salaries - Perm Employees 994,231 994,231 412000 Salaries-Temp & Part-Time 40,000 40,000 413010 Fica Taxes 79,119 79,119 413020 Employee Medical Ins 239,957 239,957 413030 Employee Life Ins 5,611 5,611 413040 State Retirement & 401 K 189,600 189,600 415000 Employee Education Reimb 5,600 5,600 421000 Books Subscr & Mmbrshp 7,700 7,700 422000 Public Notices 1,200 1,200 423000 Travel & Training 15,700 15,700 424000 Office Supplies 1,000 1,000 425000 Equip Supplies & Maint 100,000 100,000 426000 Bldg & Grnd Suppl & Maint 34,550 34,550



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 15 |glytdbud

FOR	2022 09					JOURNAL DET	AIL 2022 1 TO	2022 6
51	WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
428000 429300 431040 431050 4311400 448000 452300 461300 461300 471100 474500 474500 491150 496010	Utilities Telephone Expense Computer Profess & Tech Services Bank & Investment Account Fee Credit Card Merchant Fees Legal And Auditing Fees Landfill Fees Operating Supplies Dist Systm Repair & Maint Meters Insurance & Surety Bonds Uncollectible Accounts Miscellaneous Expense Street Opening Expense Purchase Of Water Contingency Land Wells Water Mains Machinery & Equipment Vehicles Admin Services Reimbursement WorkersCompPremiumCharge-ISF Fixed Assets Adjustments In-House Cap.Water Project Ad	31,500 5,000 3,100 220,000 254,800 50,000 1,300,000 1,300,000 118,000 371,079 19,774 0	550,000 57,420 11,320 67,350 2,500 22,300 22,330 4,000 110,000 240,000 105,000 31,500 5,000 3,100 220,000 254,800 50,000 300,000 1,300,000 370,000 1,300,000 371,079 19,774 0	421,742.36 11,783.51 4,543.18 83,373.75 3,467.25 18,063.93 2,530.59 2,090.00 76,385.90 263,951.96 52,337.26 38,490.49 3,449.57 1,093.01 79,767.11 259,186.63 .00 185,550.00 3,063.20 28,545.65 238,887.04 69,053.79 278,309.25 13,502.24 -31,675.79 .00	40,495.61 1,343.50 .00 11,336.76 346.43 1,694.35 .00 180.00 14,815.44 21,648.59 89.70 .00 267.72 95.50 15,553.77 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	128,257.64 45,636.49 6,776.82 -16,023.75 -967.25 4,236.07 .41 1,910.00 33,614.10 -23,951.96 52,662.74 -6,990.49 1,550.43 2,006.99 140,232.89 -4,386.63 50,000.00 -185,550.00 296,936.80 1,271,454.35 131,112.96 48,946.21 92,769.75 6,271.76 31,675.79 -430,000.00	52.3% 69.4% 110.0% 49.0% 35.3% 101.7% 100.0% 2.2% 58.5% 75.0% 64.5% 100.0%
Т	OTAL Water	5,499,942	5,499,942	3,247,064.10	262,951.76	.00	2,252,877.90	59.0%
Т	OTAL WATER	5,499,942	5,499,942	3,247,064.10	262,951.76	.00	2,252,877.90	59.0%
53 LIG	HT & POWER							
5300 L	ight & Power							
411141 411142 411150 411151	Plant Labor Echo Hydro Labor PineView Hydro Labor Transmission Labor Hydro Transmission Labor Distribution Labor	535,265 115,305 36,038 16,120 12,678 1,621,736	535,265 115,305 36,038 16,120 12,678 1,621,736	424,175.99 24,831.85 8,907.96 20,729.64 .00 983,100.95	35,383.97 4,813.68 880.91 7,577.73 .00 105,623.90	.00 .00 .00 .00 .00	111,089.01 90,473.15 27,130.04 -4,609.64 12,678.00 638,635.05	79.2% 21.5% 24.7% 128.6% .0% 60.6%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 16 |glytdbud

FOR 2022 09

53 LIGHT & POWER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
411153 Street Light Labor 411154 Security Lighting Labo	26,910 or 187	26,910 187	12,502.41 214.84	2,028.12 214.84	.00	14,407.59 -27.84	46.5% 114.9%
411157 PCB Disposal Labor 411158 Substation Labor 411159 SCADA Labor	221,097 7,104	1 221,097 7,104	195,466.60 8,931.57	14,724.60 .00	.00	1.00 25,630.40 -1,827.57	.0% 88.4% 125.7%
411160 Communication Equipmen 411161 Traffic Signal Labor 411165 Meter Reading Labor	9,174 25,366	70 9,174 25,366	2,910.54 22,553.68	715.39 2,468.48	.00	70.00 6,263.46 2,812.32	.0% 31.7% 88.9% 70.6%
411166 Administrative Labor 411167 Engineering Labor 411169 Power Commission Allow	7ance 9,497	557,305 249,665 9,497 266,843	393,450.87 174,081.58 3,696.48	19,012.40 210.72	.00	163,854.13 75,583.42 5,800.52 99,676.70	70.66 69.78 38.98 62.68
413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401	200,043 770,120 19,953 K 643,052	770,120 19,953 643,052	468,305.26 11,676.53 418,522,18	47,625.03 1,357.56	.00	301,814.74 8,276.47 224,529.82	60.8% 58.5% 65.1%
415000 Employee Education Rei 421000 Books Subscr & Mmbrshr 422000 Public Notices	mb 2,500 20,325 14,950	2,500 20,325 14,950	.00 16,693.23 69.96	.00 190.00	.00	2,500.00 3,631.77 14,880.04	.0% 82.1% .5%
423000 Travel & Training 423001 Education Benefit 423002 Travel Board Members	69,830 21,256 22,000	69,830 21,256 22,000	29,897.17 12,539.00 2,338.88	11,387.82 .00 1,195.04	.00	39,932.83 8,717.00 19,661.12	42.8% 59.0% 10.6%
424001 Drafting 424002 Office & Warehouse 429300 Computer	2,500 78,108 205,245	2,500 78,108 205,245	968.87 59,217.45 68,310.20	.00 10,536.66 5,077.19	.00 .00 .00	1,531.13 18,890.55 136,934.80	38.8% 75.8% 33.3%
431000 Profess & Tech Service 431001 Blue Stake & Location 431040 Bank & Investment Acco	8,827 10,000 punt Fee 18,000	8,827 10,000 18,000	3,967.95 4,605.75 10,702.39	.00 519.94 1,259.12	.00 .00 .00	4,859.05 5,394.25 7,297.61	45.0% 46.1% 59.5%
431050 Credit Card Merchant F 431100 Legal And Auditing Fee 431400 Landfill Fees	rees 100,000 es 17,124 1,500	100,000 17,124 1,500	78,764.28 17,123.83 870.00	7,387.80 .00 80.00	.00 .00 .00	5,394.25 7,297.61 21,235.72 .17 630.00 53,501.71	78.8% 100.0% 58.0%
445201 Safety Equipment 445202 Uniforms 448611 Natural Gas	66,950 67,930 869,312	66,950 67,930 869,312	13,448.29 25,237.93 1,371,379.00	809.68 805.76 46,674.33	.00	53,501.71 42,692.07 -502,067.00	20.1% 37.2% 157.8% 58.3%
448614 Power Plant Equipment 448618 Echo Hydro Major Repai 448620 Dower Purch CRSD	Repairs 555,850 rs 750,000	184,712 555,850 750,000 3,493,095	107,766.66 198,087.29 248,451.30 2 563 848 05	15,117.89 248,451.30	.00	76,945.34 357,762.71 501,548.70 929,246.95	35.6% 33.1% 73.4%
448621 Power Purch IPP 448622 Power Purch San Juan 448626 Power Purch UAMPS (Poc	18,000 1,865,983 ol etc) 6,859,789	18,000 1,865,983 6,859,789	41,823.93 1,100,005.51 6,105,489.63	30,518.73 99,315.14 673,402.90	.00	-23,823.93 765,977.49 754,299.37	232.4% 59.0% 89.0%
411153 Street Light Labor 411154 Security Lighting Labor 411157 PCB Disposal Labor 411158 Substation Labor 411160 Communication Equipment 411161 Traffic Signal Labor 411165 Meter Reading Labor 411166 Administrative Labor 411167 Engineering Labor 411169 Power Commission Allow 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 415000 Employee Education Rei 421000 Books Subscr & Mmbrshp 422000 Public Notices 423000 Travel & Training 423001 Education Benefit 423002 Travel Board Members 424001 Drafting 424002 Office & Warehouse 429300 Computer 431000 Profess & Tech Service 431001 Blue Stake & Location 431040 Bank & Investment Acco 431050 Credit Card Merchant F 431100 Legal And Auditing Fee 431400 Landfill Fees 445201 Safety Equipment 445202 Uniforms 448611 Natural Gas 448613 Power Plant Operating 448614 Power Plant Equipment 448620 Power Purch CRSP 448621 Power Purch San Juan 448620 Power Purch San Juan 448621 Fower Purch UAMPS (Pool 448622 Power Purch UAMPS (Pool 448623 Pineview Hydro Operati 448630 Transmission 448631 Hydro Transmission	Costs 435,292 Ing Cost 196,227 25,000	435,292 196,227 25,000 62 113	259,118.28 44,057.46 5,295.44	2,305.94 1,150.01 1,751.96	. 00 . 00 . 00 . 00 . 00 . 00 . 00 . 00	176,173.72 152,169.54 19,704.56	59.5% 22.5% 21.2%
448631 Hydro Transmission	62,113	62,113	21,867.12	.00	.00	40,245.88	35.2%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 17 |glytdbud

FOR 2022 09

53	LIGHT & POWER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
448632	Distribution Street Light Security Lighting Vehicles Special Equipment Transformers PCB Disposal Substation SCADA Communication Equipment Easements Meters Power Purch FdInTrff Resident Power Purch NetMeter Resident Power Purch NetMeter Resident Power Purch NetMeter SmallCom Insurance & Surety Bonds Uncollectible Accounts Interest Exp Customer Deposit Amortization Expense Miscellaneous Expense Accrued Comp Time Exp Accrued Vacation Expense Contingency Buildings Dist System Dist Street Lights Vehicles CIP 07 DistSys-CreeksideViews CIP 12 Dist Sys Feeder #575	1.330.240	1,330,240	617,904.30	80,972.73	.00	712,335.70	46.5%
448633	Street Light	324,000	324,000	156,863.30	3,873.76	.00	167,136.70	48.4%
448634	Security Lighting	1,000	1,000	.00	.00	.00	1,000.00	.0%
448635	Vehicles	104,300	104,300	74,547.39	9,630.85	.00	29,752.61	71.5%
448636	Special Equipment	74,350	74,350	26,042.66	1,421.47	.00	48,307.34	35.0%
448637	Transformers	220,000	220,000	160,433.03	7,696.20	.00	59,566.97	72.9%
448638	PCB Disposal	7,500	7,500	3,650.19	1,092.19	.00	3,849.81	48.7%
448639	Substation	377,627	377,627	104,832.23	127.43	.00	272,794.77	27.8%
448640	SCADA	29,000	29,000	.00	.00	.00	29,000.00	.0%
448641	Communication Equipment	55,850	55,850	23,886.35	3,171.26	.00	31,963.65	42.8%
448643	Easements	1,000	1,000	.00	.00	.00	1,000.00	.0% 23.7%
448050	Dower Durch EdInTrff Pogident	1/6,490	176,490 0	41,740.97 13,353.80	3,308.39 1,244.26	.00	134,749.03 -13,353.80	100.0%
112720	Power Purch NetMeter Pegident	0	0	44,453.34	4,842.16	.00	-44,453.34	100.0%
448731	Power Purch NetMeter Residntl	0	0	172.40	74.45	.00	-172.40	100.0%
448740	Power Purch NetMeter SmallCom	0	0	1,126.30	161.99	.00	-1,126.30	100.0%
451100	Insurance & Surety Bonds	156.758	156,758	200,306.53	.00	.00	-43,548.53	127.8%
452300	Uncollectible Accounts	80.000	80,000	27,030.14	2,473.18	.00	52,969.86	33.8%
453101	Interest Exp Customer Deposit	9,300	9,300	2,256.67	273.99	.00	7,043.33	24.3%
454900	Amortization Expense	1,212,235	1,212,235	.00	.00	.00	1,212,235.00	.0%
461000	Miscellaneous Expense	21,000	21,000	7,020.46	528.66	.00	13,979.54	33.4%
462180	Accrued Comp Time Exp	746	746	.00	.00	.00	746.00	.0%
462190	Accrued Sick Leave Exp	395	395	.00	.00	.00	395.00	. 0 %
462200	Accrued Vacation Expense	_43,492	_43,492	.00	.00	.00	43,492.00	.0%
466000	Contingency	715,475	715,475	.00	.00	.00	715,475.00	.0%
472100	Buildings	200,000	200,000	92,906.09	.00	.00	107,093.91	46.5%
473135	Dist System	200,000	200,000	.00	.00	.00	200,000.00	.0%
4/3140	Dist Street Lights	50,000	60,000	.00	.00	.00	60,000.00	.0%
474500	CIP 07 DistSys-CreeksideViews	398,000	398,000 0	195,480.00 100.00	.00 100.00	.00	202,520.00 -100.00	49.1% 100.0%
474770	CIP 17 DistSys-CreeksIdeviews CIP 12 Dist Sys Feeder #575	450,000	450,000	724,155.60	100.00	.00	-274,155.60	160.0%
474825	CIP 12 Dist Sys Feeder #575 Lb	430,000	130,000	4,103.97	.00	.00	-2,74,133.00 -4,103.97	100.0%
474830	CIP 13 Dist Sys Feeder #272	200,000	200,000	12,603.33	.00	.00	187,396.67	6.3%
	CIP 13 Dist Sys Feeder #272Lb	200,000	0	10,588.21	4,297.64	.00	-10,588.21	
	CIP 14 Dist Sys Stone Creek	50,000	50,000	.00	.00	.00	50,000.00	.0%
		80,000	80,000	.00	.00	.00	80,000.00	.0%
474890	CIP 19 Dist Sys Feeder #374	140,000	140,000	1,105.91 81.98	.00	.00	138,894.09	.8%
474895	CIP 19 Dist Sys Feeder #374	80,000 140,000 0	0		81.98	.00	-81.98	100.0%
	CIP 22 Dist Sys Renaissance	70,000	70,000	1,514.08	.00	.00	68,485.92	2.2%
	CIP 22 Dist Sys RenaissanceLb	0	0	417.28	417.28	.00	-417.28	100.0%
	CIP 23 Dist Sys 500 S Orchard	70,000 0 0 529,248	•	-100.00	-100.00	.00	100.00	100.0%
	Admin Services Reimbursement	529,248	529,248	396,936.00	44,104.00	.00	132,312.00	75.0%
	WorkersCompPremiumCharge-ISF	103,175	103,175	67,968.85	7,090.83	.00	35,206.15	65.9%
492000	Transfer To General Fund	2,562,235	2,562,235	1,887,064.57	178,963.65	.00	675,170.43	73.6%



JOURNAL DETAIL 2022 1 TO 2022 6

04/29/2022 09:24 tyson City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 18 |glytdbud

53 LIGHT & POWER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
496000 Fixed Assets Adjustments	0	0	-195,480.00	.00	.00	195,480.00	100.0%
TOTAL Light & Power	31,169,320	31,169,320	20,458,236.01	2,159,490.71	.00	10,711,083.99	65.6%
TOTAL LIGHT & POWER	31,169,320	31,169,320	20,458,236.01	2,159,490.71	.00	10,711,083.99	65.6%
55 GOLF COURSE							
5500 Golf Course	_						
411000 Salaries - Perm Employees 412100 Temp Employees - Grounds 412200 Temp Employees - Pro Shop 413010 Fica Taxes 413020 Employee Medical Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 422000 Public Notices 422100 Advertising & Marketing 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425100 Special Equip Maintenance 426000 Bldg & Grnd Suppl & Maint 426020 Clubhouse Building Maintenanc 426100 Special Projects 427000 Utilities 427000 Utilities 428000 Telephone Expense 429300 Computer 431000 Profess & Tech Services 431040 Bank & Investment Account Fee 431050 Credit Card Merchant Fees 431100 Legal And Auditing Fees 431400 Landfill Fees 448000 Operating Supplies 448220 Pro Shop Misc Supplies 448220 Items Purchased - Resale 448250 Concessions Supplies 451100 Insurance & Surety Bonds 453100 Interest Expense	433,994 121,000 104,000 50,413 98,987 2,412 82,499 2,500 2,700 10,000 3,500 134,500 56,000 96,000 10,000 41,000 88,000 5,300 1,190 7,200 2,100 54,000 11,000 13,000 13,000 13,000 13,800 0	433,994 121,000 104,000 50,413 98,987 2,412 82,499 2,500 2,700 10,000 3,500 13,500 13,500 10,000 41,000 88,000 10,000 41,000 54,000 54,000 11,000 13,000 13,000 13,000 13,800 0	332,213.87 48,492.46 53,157.01 33,229.40 52,564.88 1,562.97 63,276.61 450.00 1,930.54 2,936.53 22,754.81 67,710.64 62,160.22 12,561.23 3,481.35 51,125.45 5,671.23 373.44 7,200.00 1,976.89 28,274.63 712.75 25.00 7,546.28 1,751.62 157,442.90 3,152.03 17,390.33 9,073.41	.00 3,756.24 555.66 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	101,780.13 72,780.13 72,780.13 72,780.99 17,183.60 46,422.12 849.03 19,222.39 2,050.00 2,700.00 8,069.46 563.49 2,002.62 111,745.19 -11,710.64 33,839.78 -2,561.56 37,518.65 36,874.55 -371.23 816.56 37,518.65 36,874.55 -371.23 816.56 37,518.65 36,874.55 -371.23 816.50 123.11 25,725.37 75.00 3,453.72 11,248.38 -18,442.90 -3,152.03 -3,590.33 -9,073.41	64.8% 125.6% 8.5% 8.5% 107.0% 31.4% 100.0% 94.1% 52.4% 100.0% 68.6% 13.5% 113.3% 100.0% 126.0%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE

P 19 |glytdbud

FOR 2022 09					JOURNAL DETA	IL 2022 1 TO	2022 6
55 GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
461000 Miscellaneous Expense 463000 Cash Over Or Short 472100 Buildings 473100 Improv Other Than Bldgs 474500 Machinery & Equipment 491150 Admin Services Reimbursement 491640 WorkersCompPremiumCharge-ISF	1,000 200,000 0 40,000 134,233 13,180	1,000 200,000 0 40,000 134,233 13,180	622.00 45.56 135,388.80 10,389.63 .00 100,674.72 8,820.24	49.00 71 76,313.30 5.00 .00 11,186.08 644.91	.00 .00 .00 .00 .00	378.00 -45.56 64,611.20 -10,389.63 40,000.00 33,558.28 4,359.76	62.2% 100.0% 67.7% 100.0% .0% 75.0% 66.9%
TOTAL Golf Course	1,975,821	1,975,821	1,306,637.12	179,936.47	.00	669,183.88	66.1%
TOTAL GOLF COURSE	1,975,821	1,975,821	1,306,637.12	179,936.47	.00	669,183.88	66.1%
57 LANDFILL 5700 Landfill	_						
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 422000 Public Notices 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 425300 Vehicle Allowance 426000 Bldg & Grnd Suppl & Maint 427000 Utilities 428000 Telephone Expense 431000 Profess & Tech Services 431040 Bank & Investment Account Fee 431050 Credit Card Merchant Fees 431100 Legal And Auditing Fees 431300 Environmental Monitoring 448000 Operating Supplies 451100 Insurance & Surety Bonds 452300 Uncollectible Accounts 455000 Closure/Post-Closure Exp 461000 Miscellaneous Expense 462400 Contract Equipment	400,082 97,000 38,339 126,454 2,590 76,296 300 4,000 5,500 315,000 4,081 31,800 7,200 5,100 8,000 10,000 879 59,250 18,000 10,718 400 50,000 225,000	400,082 97,000 38,339 126,454 2,590 76,296 300 4,000 5,500 315,000 4,081 31,800 7,200 5,100 8,000 10,000 879 59,250 18,000 10,718 400 50,000 225,000	286,512.09 59,609.91 25,612.92 75,570.61 1,613.24 55,341.15 .00 3,517.16 4,407.21 283,144.49 2,937.38 12,153.22 4,732.86 2,987.53 2,208.57 4,696.39 11,444.91 878.93 36,308.51 46,077.85 15,915.21 .00 496,561.28 423.95 159,959.30	29,799.77 5,772.76 2,598.13 10,086.34 194.83 5,842.97 1,394.16 23.46 36,859.42 313.92 1,947.05 596.85 394.58 00 552.19 907.08 00 6,948.91 5,649.06 00 496,561.28 34.00 35,683.75	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	113,569.91 37,390.09 12,726.08 50,883.39 976.76 20,954.85 300.00 482.84 1,092.79 31,855.51 1,143.62 19,646.78 2,467.14 2,112.47 -2,208.57 3,303.61 -1,444.91 -28,077.85 -5,197.21 400.00 -446,561.28 76.05 65,040.70	71.6% 61.5% 62.3% 62.3% 62.3% 62.3% 87.1% 89.1% 89.1% 89.20 88.7% 58.0% 58.7% 58.0% 61.0% 61.3% 61.0% 61.3% 89.1% 993.1% 71.1%



JOURNAL DETAIL 2022 1 TO 2022 6

04/29/2022 09:24 tyson City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 20 glytdbud

				COOLGINE DELI	ID ZUZZ I IU	2022 0
ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
150 25,000 905,000 95,000 77,647 14,296	150 25,000 905,000 95,000 77,647 14,296	58.85 .00 864,369.00 12,305.97 58,235.22 6,899.82 -864,369.00	18.19 .00 .00 .00 6,470.58 711.78	.00 .00 .00 .00 .00	91.15 25,000.00 40,631.00 82,694.03 19,411.78 7,396.18 864,369.00	39.2% .0% 95.5% 13.0% 75.0% 48.3% 100.0%
2,613,582	2,613,582	1,670,114.53	649,361.06	.00	943,467.47	63.9%
2,613,582	2,613,582	1,670,114.53	649,361.06	.00	943,467.47	63.9%
_						
326,452 11,500 25,853 99,944 2,042 62,194 500 1,400 1,000 196,500 2,000 8,000 3,500 1,800 2,700 447 70,000 54,000 7,803 2,000 150 305,000 131,938 10,024	326,452 11,500 25,853 99,944 2,042 62,194 500 1,400 1,000 196,500 2,000 8,500 1,800 2,700 447 70,000 54,000 7,803 2,000 305,000 131,938 10,024	113.18 149,327.49 515.40 5,706.13 1,883.15 886.14 3,388.91 447.21 104,912.68 61,241.00 10,236.37 937.63 86.00 266,998.00 98,953.47 7,602.68 -266,998.00	174.90 1,091.05 235.30 100.21 317.85 .00 68.80 150.00 .00 65.00 .00 .00 10,994.83 759.77 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	-34,912.68 -7,241.00 -2,433.37 1,062.37 64.00 38,002.00 32,984.53 2,421.32 266,998.00	113.4% 131.2% 46.9% 57.3% 87.5% 75.0% 75.8% 100.0%
1,326,747	1,326,747	846,210.08	73,502.02	.00	480,536.92	63.8%
	326,452 11,500 25,000 905,000 97,647 14,296 0 2,613,582 2,613,582 2,613,582 326,452 11,500 25,853 99,944 2,042 62,194 500 1,000 196,500 2,000 8,000 3,500 1,800 2,700 447 70,000 54,000 7,803 2,000 1,500 1,500 2,700 3,500 1,800 2,700 3,500 1,800 2,700 1,800 2,700 3,500 1,800 2,700 1,800 1,800 2,700 2,000 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 1,800 2,700 2,	150	150	The image	APPROP BUDGET YTD EXPENDED MTD EXPENDED ENCUMBRANCES	APPROP BUDGET YTD EXPENDED MTD EXPENDED ENCUMBRANCES BUDGET



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 21 |glytdbud

FOR 2022 09

FOR 2022 09					JOURNAL DETA	IL 2022 1 TO	2022 6
58 SANITATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL SANITATION	1,326,747	1,326,747	846,210.08	73,502.02	.00	480,536.92	63.8%
59 CEMETERY							
5900 Cemetery							
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 421000 Books Subscr & Mmbrshp 423000 Travel & Training 424000 Office Supplies 425000 Equip Supplies & Maint 426000 Bldg & Grnd Suppl & Maint 427000 Utilities 428000 Telephone Expense 431000 Profess & Tech Services 431040 Bank & Investment Account Fee 431050 Credit Card Merchant Fees 431100 Legal And Auditing Fees 431400 Landfill Fees 448000 Operating Supplies 451100 Insurance & Surety Bonds 461000 Miscellaneous Expense 471100 Land 472100 Buildings 473100 Improv Other Than Bldgs 491150 Admin Services Reimbursement 491640 WorkersCompPremiumCharge-ISF	172,477 41,500 16,369 49,644 1,121 32,861 350 1,500 35,000 45,000 12,000 3,600 25,000 4,000 25,000 3,600 345 0 4,000 25,000 3,000	172,477 41,500 16,369 49,644 1,121 32,861 350 1,500 35,000 45,000 12,000 3,600 3,45 0 4,000 250 1,500 3,000 3,000 3,000 3,000 3,000 3,000 79,005 4,180	135,040.22 29,162.82 12,628.59 37,273.85 682.86 25,617.03 .00 1,436.26 1,877.87 29,041.49 39,056.42 12,993.92 1,283.20 .00 514.83 618.04 259.37 885.00 2,317.81 5,109.36 215.50 .00 138,518.28 41,946.52 59,253.75 3,126.50	14,412.67 2,815.63 1,320.20 4,459.26 82.72 2,734.09 .00 796.26 148.00 1,936.64 165.97 1,555.72 218.24 .00 63.56 61.32 .00 130.00 167.51 .00 95.50 .00 42,334.07 30.00 6,583.75 328.20	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	37,436.78 12,337.18 3,740.41 12,370.15 438.14 7,243.97 350.00 63.74 1,322.13 5,958.51 5,943.58 -993.92 2,316.80 345.00 -514.83 3,381.96 -9.37 615.00 682.19 -2,109.36 -125.50 200,000.00 -138,518.28 -41,946.52 19,751.25 1,053.50	78.3% 70.3% 77.1% 60.9% 78.0% 958.7% 83.0% 86.8% 83.6% 108.3% 100.0% 15.5% 77.3% 170.3%
TOTAL Cemetery	709,992	709,992	578,859.49	80,439.31	.00	131,132.51	81.5%
TOTAL CEMETERY	709,992	709,992	578,859.49	80,439.31	.00	131,132.51	81.5%

61 COMPUTER MAINTENANCE

6100 Computer Maintenance



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 22 |glytdbud

FOR 2022 09					JOURNAL DETAI	L 2022 1 TO	2022 6
61 COMPUTER MAINTENANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
425000 Equip Supplies & Maint 429200 Computer Software 429300 Computer 431040 Bank & Investment Account Fee	5,000 32,122 50,730 50	5,000 32,122 50,730 50	1,060.01 22,335.13 56,652.18 3.19	.00 8,260.00 8,473.70 -3.00	.00 .00 .00	3,939.99 9,786.87 -5,922.18 46.81	21.2% 69.5% 111.7% 6.4%
TOTAL Computer Maintenance	87,902	87,902	80,050.51	16,730.70	.00	7,851.49	91.1%
TOTAL COMPUTER MAINTENANCE	87,902	87,902	80,050.51	16,730.70	.00	7,851.49	91.1%
63 LIABILITY INSURANCE	_						
6300 Liability Insurance	_						
411000 Salaries - Perm Employees 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 423000 Travel & Training 431000 Profess & Tech Services 431040 Bank & Investment Account Fee 431100 Legal And Auditing Fees 451100 Insurance & Surety Bonds 451150 Liability Claims/Deductible 491640 WorkersCompPremiumCharge-ISF TOTAL Liability Insurance	73,966 5,658 10,860 474 14,105 400 10,000 1,500 242 435,530 100,000 222 652,957	73,966 5,658 10,860 474 14,105 400 10,000 242 435,530 100,000 222 652,957	52,959.75 3,419.25 6,635.50 269.51 10,046.27 392.16 15,031.55 777.31 243.88 551,193.00 171,713.50 986.69 813,668.37	5,301.12 394.61 726.22 33.16 1,005.60 .00 3,486.55 82.98 .00 .00 15,435.03 98.54 26,563.81	.00 .00 .00 .00 .00 .00 .00 .00 .00	21,006.25 2,238.75 4,224.50 204.49 4,058.73 7.84 -5,031.55 722.69 -1.88 -115,663.00 -71,713.50 -764.69	
TOTAL LIABILITY INSURANCE	652,957	652,957	813,668.37	26,563.81	.00	-160,711.37	124.6%
64 WORKERS' COMP INSURANCE	_						
6400 Workers' Comp Insurance	_						
411000 Salaries - Perm Employees 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins	46,066 3,524 10,620 349	46,066 3,524 10,620 349	33,557.88 2,386.83 4,404.57 178.21	3,361.12 251.72 495.14 21.56	.00 .00 .00	12,508.12 1,137.17 6,215.43 170.79	72.8% 67.7% 41.5% 51.1%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 23 |glytdbud

FOR 2022 09 JOURNAL DETAIL 2022 1 TO 2022 6

64 WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
413040 State Retirement & 401 K 431000 Profess & Tech Services 431040 Bank & Investment Account Fee 431100 Legal And Auditing Fees 435500 Admin Services - W/C 451000 W/C Reinsurance Premiums 451150 Liability Claims/Deductible 461200 State Tax On Premium 491640 WorkersCompPremiumCharge-ISF	8,785 2,000 900 128 15,000 61,167 160,000 10,000	8,785 2,000 900 128 15,000 61,167 160,000 10,000	6,366.00 .00 555.55 129.30 7,515.00 72,868.00 177,766.69 6,650.00 307.94	637.62 .00 63.17 .00 570.00 .00 30,386.06 .00 30.78	.00 .00 .00 .00 .00 .00	2,419.00 2,000.00 344.45 -1.30 7,485.00 -11,701.00 -17,766.69 3,350.00 -169.94	72.5% .0% 61.7% 101.0% 50.1% 119.1% 111.1% 66.5% 223.1%
TOTAL Workers' Comp Insurance	318,677	318,677	312,685.97	35,817.17	.00	5,991.03	98.1%
TOTAL WORKERS' COMP INSURANCE	318,677	318,677	312,685.97	35,817.17	.00	5,991.03	98.1%
72 RDA REVOLVING LOAN FUND	-						
7200 RDA Revolving Loans	-						
431040 Bank & Investment Account Fee 461050 Loaned Monies	2,200 500,000	2,200 500,000	1,632.85 330,000.00	214.50	.00	567.15 170,000.00	74.2% 66.0%
TOTAL RDA Revolving Loans	502,200	502,200	331,632.85	214.50	.00	170,567.15	66.0%
TOTAL RDA REVOLVING LOAN FUND	502,200	502,200	331,632.85	214.50	.00	170,567.15	66.0%
73 REDEVELOPMENT AGENCY	_						
7300 Redevelopment Agency	_						
411000 Salaries - Perm Employees 412000 Salaries-Temp & Part-Time 413010 Fica Taxes 413020 Employee Medical Ins 413030 Employee Life Ins 413040 State Retirement & 401 K 422000 Public Notices 424000 Office Supplies 425300 Vehicle Allowance	43,574 17,535 4,789 9,072 273 8,310 500 500 1,496	43,574 17,535 4,789 9,072 273 8,310 500 500 1,496	35,903.33 11,219.86 3,433.96 11,566.32 187.24 6,098.58 .00 16.00	3,649.82 375.38 284.70 1,385.60 23.06 611.45 .00 16.00	.00 .00 .00 .00 .00 .00	7,670.67 6,315.14 1,355.04 -2,494.32 85.76 2,211.42 500.00 484.00 1,496.00	82.4% 64.0% 71.7% 127.5% 68.6% 73.4% .0% 3.2% .0%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE

P 24 |glytdbud

FOR	2022 09					JOURNAL DETA	AIL 2022 1 TO	2022 6
73	REDEVELOPMENT AGENCY	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
427000 431000 431040 431100 451100 455050 471100 473100 491150	Special Projects Utilities Profess & Tech Services Bank & Investment Account Fee Legal And Auditing Fees Insurance & Surety Bonds Btfl Subconservancy Fees Land Improv Other Than Bldgs Admin Services Reimbursement WorkersCompPremiumCharge-ISF	250,000 800 15,000 3,000 1,111 1,100 2,000 457,603 5,405,000 5,804 924	250,000 800 15,000 3,000 1,111 1,100 2,000 457,603 5,405,000 5,804 924	1,022,599.90 2,506.88 1,452.00 2,368.67 1,111.37 1,160.01 854.93 .00 .00 4,353.03 937.26	.00 1,142.80 .00 273.38 .00 .00 .00 .00 .00 483.67 74.27	.00 .00 .00 .00 .00 .00 .00	-772,599.90 -1,706.88 13,548.00 631.3337 -60.01 1,145.07 457,603.00 5,405,000.00 1,450.97 -13.26	409.0% 313.4% 9.7% 79.0% 100.0% 105.5% 42.7% .0% .0% 75.0% 101.4%
T	OTAL Redevelopment Agency	6,228,391	6,228,391	1,105,769.34	8,320.13	.00	5,122,621.66	17.8%
T	OTAL REDEVELOPMENT AGENCY	6,228,391	6,228,391	1,105,769.34	8,320.13	.00	5,122,621.66	17.8%
74 CEM	ETERY PERPETUAL CARE							
7400 C	emetery Perpetual Care							
	Bank & Investment Account Fee Legal And Auditing Fees	1,500 40	1,500 40	1,202.72 40.16	142.95 .00	.00	297.28 16	80.2% 100.4%
T	OTAL Cemetery Perpetual Care	1,540	1,540	1,242.88	142.95	.00	297.12	80.7%
T	OTAL CEMETERY PERPETUAL CARE	1,540	1,540	1,242.88	142.95	.00	297.12	80.7%
83 RAP	TAX							
8300 R	AP Tax							
431040 431100 491455	Special Projects Bank & Investment Account Fee Legal And Auditing Fees TrnsfrToCaptlImprv-CreeksideP RAP Tax Grant Award Payments	285,000 230 230 483,479 70,910	285,000 230 230 483,479 70,910	51,670.00 307.25 356.36 .00 72,554.67	.00 51.66 .00 .00	.00 .00 .00 .00	233,330.00 -77.25 -126.36 483,479.00 -1,644.67	18.1% 133.6% 154.9% .0% 102.3%
T	OTAL RAP Tax	839,849	839,849	124,888.28	51.66	.00	714,960.72	14.9%



City of Bountiful, UT MARCH 2022 - FY2022 YTD EXPENSE P 25 |glytdbud

JOURNAL	DETAIL	2022	1	TO	2022	6
---------	--------	------	---	----	------	---

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
839,849	839,849	124,888.28	51.66	.00	714,960.72	14.9%
0	0	12,851.98 188.47	1,096.92 18.28	.00	-12,851.98 -188.47	100.0%
0	0	13,040.45	1,115.20	.00	-13,040.45	100.0%
0	0	13,040.45	1,115.20	.00	-13,040.45	100.0%
82,625,716	82,644,716	50,182,163.73	6,892,633.92	.00	32,462,552.27	60.7%
	839,849 0 0 0	APPROP BUDGET 839,849 839,849 0 0 0 0 0 0 0 0 0	### APPROP BUDGET YTD EXPENDED 839,849	APPROP BUDGET YTD EXPENDED MTD EXPENDED 839,849 839,849 124,888.28 51.66 0 0 12,851.98 1,096.92 188.47 18.28 0 0 0 13,040.45 1,115.20 0 0 13,040.45 1,115.20	APPROP BUDGET YTD EXPENDED MTD EXPENDED ENCUMBRANCES 839,849 839,849 124,888.28 51.66 .00 0 0 12,851.98 1,096.92 .00 0 0 188.47 18.28 .00 0 0 0 13,040.45 1,115.20 .00 0 0 13,040.45 1,115.20 .00	APPROP BUDGET YTD EXPENDED MTD EXPENDED ENCUMBRANCES BUDGET 839,849 839,849 124,888.28 51.66 .00 714,960.72 0 0 12,851.98 1,096.92 .00 -12,851.98 0 0 188.47 18.28 .00 -188.47 0 0 13,040.45 1,115.20 .00 -13,040.45 0 0 13,040.45 1,115.20 .00 -13,040.45

^{**} END OF REPORT - Generated by Tyson Beck **

City Council Staff Report

Subject: Interlocal Cooperation Agreement for

Administrative Services Provided for the

South Davis Recreation District

Author: Tyson Beck, Finance Director

Department: Finance **Date:** May 10, 2022



Background

Since October 2007 Bountiful City (the City) employees have been contracted to provide administrative services on behalf of the South Davis Recreation District (the District) in exchange for stipulated monthly fees. These services encompass numerous activities but can be categorized as follows: accounting, finance, accounts payable, treasury, human resources, payroll and benefits, information technology, lawn care and irrigation, parking lot snow plowing and sweeping, and field maintenance and lighting.

These City-provided services were contracted through a 12-month interlocal agreement signed by both government entities in June of 2021. That agreement's term ends June 30, 2022. It is now necessary to renew this interlocal agreement.

Analysis

It is proposed that the interlocal agreement between the City and the District again be extended.

The interlocal agreement proposed would authorize the continuation of City-provided services through June 2023, extending the agreement one additional fiscal year. Upon nearing the completion of the proposed extension, it is anticipated that another interlocal would again be negotiated and brought before the City Council and District Board for approval.

The proposed agreement would entail an estimated 315 City-employee service hours per month for administrative services and additional hours for grounds maintenance. The proposed agreement would compensate the City \$16,754 monthly through the end of the agreement in June of 2023. The proposed fees were updated to match the City's fiscal year 2023 budgeted payroll costs and then discounted 10% as a courtesy to a governmental entity providing recreational services to Bountiful City residents. The proposed increase in fees averages to a 4.57% increase from what is being charged in fiscal year 2022.

This proposed agreement will also be reviewed and approved by the District Board.

Department Review

This report was prepared by the Finance Director and reviewed by the City Manager.

Significant Impacts

The City and the District would enter into an interlocal cooperation agreement that would continue through June of 2023 with anticipated agreement renewals in the future that would continue these services. This interlocal agreement would provide the City's General Fund with needed revenues to help cover the long-standing personnel costs being incurred to provide these services for the District.

Recommendation

It is recommended that the City Council approve Resolution 2022-05 allowing the City to enter into this Interlocal Cooperation Agreement for City employee services to be provided to the District.

Attachments

Resolution 2022-05 Interlocal Cooperation Agreement – Bountiful City Services

Bountiful City Services Interlocal Agreement with the SDRD – July 2022 to June 2023



BOUNTIFUL

Bountiful City Resolution No. 2022-05

MAYOR Kendalyn Harris

CITY COUNCIL
Millie Segura Bahr
Jesse Bell
Kate Bradshaw
Richard Higginson
Cecilee Price-Huish

CITY MANAGER Gary R. Hill

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR BOUNTIFUL CITY SERVICES PROVIDED TO THE SOUTH DAVIS RECREATION DISTRICT.

WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, codified at Title 11, Chapter 13, Utah Code Ann. (the "Act"), are authorized to enter in an agreement; and

WHEREAS, the Parties desire to enter into an Agreement of Interlocal Cooperation for their mutual benefit and for the further purpose of Bountiful City (the City) employees providing services to the South Davis Recreation District (the District) as specified herein; and

WHEREAS, the City has provided these services to the District since October of 2007 and both parties desire to continue said services through June of 2023; and

Now, therefore, be it resolved by the City Council of Bountiful, Utah as follows:

- **Section 1.** Agreement Approved. The Bountiful City Council hereby approves the attached Interlocal Cooperation Agreement for City services to be provided to the District.
- **Section 2.** <u>Mayor Authorized to Execute.</u> The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement and any other documents necessary to implement the Agreement.
- **Section 4.** Severability Clause. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.
- **Section 5.** <u>Effective Date.</u> This Resolution shall become effective immediately upon its passage. The Agreement shall take effect as described therein.

Adopted by the City Council of Bountiful, Utah, this 10th day of May 2022.

	Kendalyn Harris, Mayor
Shawna Andrus, City Recorder	

INTERLOCAL COOPERATION AGREEMENT BETWEEN SOUTH DAVIS RECREATION DISTRICT AND BOUNTIFUL CITY

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of May 2022, by and between SOUTH DAVIS RECREATION DISTRICT, a special service district of the State of Utah, hereinafter referred to as the "District," and BOUNTIFUL CITY, a Utah municipal corporation, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, Title 11 Chapter 13 of the *Utah Code Annotated*, 1953, as amended, authorizes contracts between public agencies to enter into Agreements for cooperative action and to provide and/or exchange services between such agencies; and

WHEREAS, the parties to this Agreement are both governmental entities located in Davis County, State of Utah and are empowered to provide and operate recreational facilities and programs for the benefit of their citizens; and

WHEREAS, the City and District have coordinated together on various projects and in acquiring facilities and desire to cooperate in obtaining and providing fiscal and related services and to cooperate with each other in doing so; and

WHEREAS, the parties desire to reduce their respective understandings and agreements to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The City hereby agrees to provide financial, personnel, computer, and related services to the District as more particularly set forth in the proposed scope of services attached hereto as Exhibit A and by this reference made a part hereof. In performing services for the District, the City will comply with all applicable laws, rules and regulations of any governmental entity having jurisdiction over the District.
- 2. In order to coordinate with the City in providing services to the District, the District will perform those functions set forth under the District's role as specified in Exhibit A attached hereto.
- 3. It is the intent and desire of the parties hereto to cooperate in carrying out the terms of this Agreement in order to obtain coordinated, economical financial information and related services described in Exhibit A attached hereto and to minimize unnecessary expenses for the District and the City.
- 4. The District will pay administrative service fees to the City in accordance with the schedule attached hereto as Exhibit B and by this reference made a part hereof. The City will provide monthly written billings to the District for services performed. The District will pay the City's invoice within 30 days of receipt of the same. The service fees in Exhibit B are based on the 2021 operations of the District. If the District board of governance or management expand operations to a second facility or property, increase personnel, or elect for other operational changes affecting Bountiful City service levels beyond those in

- effect in 2021, the service fees in this agreement will be renegotiated and amended at the City's initiative. If renewed terms cannot be reached within 30 days of initial presentation to the District, City services will be terminated.
- 5. This Agreement shall be effective beginning July 1, 2022, through June 30, 2023, unless the same is terminated as provided herein. Either party hereto may terminate this Agreement upon giving the other party 180 days written notice prior to the date of termination. In the event of termination, the City shall be paid for all services rendered up to the effective date of such termination.
- 6. No separate legal entity is created by the terms of this Agreement. To the extent that this agreement requires administration other than as set forth herein, it shall be administered by the Executive Director of the District and the City Manager of the City, acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.
- 7. This Agreement is not assignable.
- 8. Each party hereto shall be solely responsible for providing workers compensation, wages and benefits for its own personnel who provide any assistance under this Agreement.
- 9. Each party hereto shall be responsible and shall defend the actions of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.
- 10. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.
- 11. This Agreement shall be submitted to the authorized attorney for each party for approval as to form in accordance with Section 11-13-202.5 of the *Utah Code Annotated*, 1953, as amended.
- 12. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 13. This Agreement is not intended to benefit any person or entity not named as a party hereto.
- 14. If either party fails to perform its obligations hereunder or to comply with the terms hereof, the non-defaulting party shall have all rights and remedies available at law and in equity.
- 15. This Agreement may be amended only in writing signed by the parties hereof.
- 16. Each of the parties hereto shall cause the governing body of that party to pass a resolution authorizing said party to enter into this Agreement and a copy of said resolution shall be attached hereto and be a part hereof by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first hereinabove written.

SOUTH DAVIS RECREATION DISTRICT

Todd Meyers, District Board Chair	
Dated:	
	ATTEST:
	Tyson Beck, District Clerk

Approved as to form and compliance with appli	cable law:
Attorney for South Davis Recreation District	
BOUNTIFUL CITY	
Kendalyn Harris, Bountiful City Mayor Dated:	
\mathbf{A}^{r}	TTEST:
	Shawna Andrus, City Recorder
Approved as to form and compliance with appli	cable law:
Bountiful City Attorney	

EXHIBIT A

Scope of Services and Division of Duties:

Human Resources / Payroll: Bi-weekly payroll processing using City computer and software to include: 1. Employee set-up/maintenance. 2. Payroll tax calculations, remittance, and reporting. 3. Time entry. 4. Employee benefits processing & remittances including State Retirement and 401(k) programs. 5. Payroll check and direct deposit issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W-2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual budget process by creating payroll and benefit cost projections.	Bountiful City's Role	District's Role
computer and software to include: 1. Employee set-up/maintenance. 2. Payroll tax calculations, remittance, and reporting. 3. Time entry. 4. Employee benefits processing & remittances including State Retirement and 401(k) programs. 5. Payroll check and direct deposit issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid in the annual budget process by creating	•	Human Resources / Payroll:
1. Employee set-up/maintenance. 2. Payroll tax calculations, remittance, and reporting. 3. Time entry. 4. Employee benefits processing & remittances including State Retirement and 401(k) programs. 5. Payroll check and direct deposit issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	Bi-weekly payroll processing using City	Time sheet preparation, reviews, submission
 Payroll tax calculations, remittance, and reporting. Time entry. Employee benefits processing & remittances including State Retirement and 401(k) programs. Payroll check and direct deposit issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W-2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. 	computer and software to include:	for payment to the City.
and reporting. 3. Time entry. 4. Employee benefits processing & remittances including State Retirement and 401(k) programs. 5. Payroll check and direct deposit issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating		
3. Time entry. 4. Employee benefits processing & remittances including State Retirement and 401(k) programs. 5. Payroll check and direct deposit issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Lierminations. Workers Compensation administration (including training, injury claims and reporting). Maintenance and administration of personnel policies, job descriptions, etc. Supply needed forms and envelopes. Supply needed forms and envelopes.		
4. Employee benefits processing & remittances including State Retirement and 401(k) programs. 5. Payroll check and direct deposit issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	± •	4
remittances including State Retirement and 401(k) programs. 5. Payroll check and direct deposit issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	· · · · · · · · · · · · · · · · · · ·	terminations.
and 401(k) programs. 5. Payroll check and direct deposit issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating		
5. Payroll check and direct deposit issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	<u> </u>	*
issuance. Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	\	
Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	_	reporting).
Preparation and maintenance of new employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	issuance.	Maintanana and administration of nananal
employee information packets and change forms. Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	Drangeration and maintanance of navy	*
Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	=	poncies, job descriptions, etc.
Creation and maintenance of permanent employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	1 .	Supply needed forms and envelopes
employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	ionis.	Supply needed forms and envelopes.
employee files. Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	Creation and maintenance of permanent	
Assist with benefits open enrollment annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	<u> </u>	
annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	omprojet mes.	
annually. Preparation of W -2 annually. Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	Assist with benefits open enrollment	
Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	<u> </u>	
Provision of technical assistance related to management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	•	
management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	Preparation of W -2 annually.	
management and employee payroll and benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating		
benefit questions. Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating		
Aid in State retirement systems maintenance, reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating		
reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	benefit questions.	
reporting, and occasional audits. Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating		
Aid in tracking Affordable Care Act hours. Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	· · · · · · · · · · · · · · · · · · ·	
Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	reporting, and occasional audits.	
Preparation of annual 1095 forms. Aid with salary surveys and State census reporting. Aid in the annual budget process by creating	Aid in the string Affandable Come A at house	
Aid with salary surveys and State census reporting. Aid in the annual budget process by creating		
reporting. Aid in the annual budget process by creating	Preparation of annual 1093 forms.	
reporting. Aid in the annual budget process by creating	Aid with calary surveys and State census	
Aid in the annual budget process by creating		
	Toporting.	
	Aid in the annual budget process by creating	
pw 1 to 11 with a centerit work projections.	payroll and benefit cost projections.	

Bountiful City's Role	District's Role				
Accounting / Accounts Payable:	Accounting / Accounts Payable:				
Provide full general ledger accounting services	Vendor negotiation and management.				
using City-provided financial reporting software					
to include:	Invoice review, approval, and coding.				
District transaction data entry into	7 11 7 8				
financial software.	Accounts Receivable establishment,				
2. Preparation of monthly journal entries.	collection, and write-offs (provide				
3. Monthly reconciliations and closing of	documentation as needed).				
books.					
4. Capital asset tracking and reporting.	Supply daily transaction and deposit				
5. Yearly closing of books in accordance	reporting from the District's point-of-service				
with governmental accounting standards.	software for input into the financial reporting				
6. Preparation of yearend reconciliations,	software by the City.				
schedules, and documents necessary for	software by the City.				
independent audit.	Supply requested operational and financial				
7. Coordinate and orchestrate annual	information in a timely manner to properly				
independent financial statement audit.	account for the District operations.				
independent imaneiai statement addit.	account for the District operations.				
Provide financial reporting to include:	District management review of monthly				
Monthly detailed cash disbursement	financial reporting.				
listing for management use and Board	imaneiai reporting.				
approval.	Supply checks, forms, and envelopes.				
2. Monthly budget-to-actual reports for	Supply checks, forms, and envelopes.				
management use and Board approval.	District Clerk duties other than financial				
3. Monthly revenue and expense reports from the City's financial software with	(minutes, resolutions, contracts, agreements, etc.).				
graphs illustrating the prior three-years of	ctc.).				
comparison data.	Overall responsibility for compliance with all				
*	State and Federal laws.				
4. Quarterly cash/investment balances	State and I ederal laws.				
report. 5. Appeal financial report analysis for	Overall responsibility for selection and				
5. Annual financial report analysis for	establishment of financial internal controls.				
management and the Board.	establishment of imalicial internal controls.				
Drawide a commetent in dividual to get as District					
Provide a competent individual to act as District					
Clerk who attends the monthly Board meetings.					
Weekly accounts payable (AD) services using					
Weekly accounts payable (AP) services using					
City computers and software that include:					
1. Input and processing of AP invoices, and					
issuance of checks using City computers					
and printers.					
2. Secondary/independent internal control					
review over AP batches and vendor					
adjustments.					
I and the second	1				

Bountiful City's Role	District's Role
Accounting / Accounts Payable (Continued):	
3. Set up and maintenance of District	
vendors.	
4. Preparation and issuance of annual 1099's	
to vendors.	
Preparation of sales tax reports, monthly filing, and remittance of taxes due.	
Quarterly and annual transparency reporting preparation and submission to the State.	
Submit the annual audited financial reports to the	
State Auditor's Office and other regulatory	
agencies.	

Bountiful City's Role	District's Role
Treasury / Budget:	Treasury / Budget:
Provide investment and cash management	Daily cash receipting and closing.
services that include:	
1. Recording of daily and monthly revenues	Daily deposits.
and investment transactions.	
2. Monitoring of cash and investment	Submission of daily cash/credit card reports
balances.	to City staff for recording.
3. Monthly bank account and investment	
reconciliations.	Collection of returned checks.
4. Investing of funds in accordance with	G
approved policies and laws.	Correction of deposit errors from bank and
Sami annual renerting of denocity and	reporting of corrections to City staff for recording in financial records.
Semi-annual reporting of deposits and investments with the State Treasurer.	recording in financial records.
investments with the State Treasurer.	Prepare budget calendar in connection with
Annual reporting of Unclaimed Property to State	City staff.
Treasurer's Office.	City Stair.
Transmer & Cirio	Develop annual operating and capital budget.
Prepare and file property tax certification forms	gereich amiens ab reming mit en freis
with County staff.	Present budget to board for tentative and final
•	approval.
Provide budgeting assistance that includes:	
1. Annually assemble a budget document	Prepare budget and property tax resolutions
with historical data for District	for adoption by District board.
Management to begin creation of a	
tentative budget to present to the District	
Board.	
2. Prepare and submit required budget	
reports to Utah State Auditor.	
Provide a competent individual to get as District	
Provide a competent individual to act as District Treasurer who attends the monthly Board	
meetings.	
meetings.	

Bountiful City's Role	District's Role				
Information Systems:	Information Systems:				
Provide telephone and internet services that	District reimbursement to the City for the				
include:	District remodiscement to the City for the District's portion of the service providers'				
1. Work with service providers and ensure	monthly billings as well as any direct				
continuity of services.	purchases of equipment/software on behalf of				
2. Trouble shoot and answer questions	the District.				
regarding these services.	the District.				
3. Provide assistance with new equipment	Notification of need for telecommunication				
setup and maintenance.	and data processing moves, additions, and				
setup and mannenance.	changes.				
Provide server/network services that includes:	changes.				
1. House all District data and software and	Daily operation of hardware and software.				
ensure data accessibility, integrity, and	Daily operation of hardware and software.				
recovery.	District will ensure its use of all information				
2. Provide assistance with network	technology will comply with the City's				
equipment (i.e. switches, access points,	minimum standards for the security of the				
etc.).	City's network.				
3. Provide network security such as	City S network.				
firewalls and antivirus software.					
Provide computer/computerized systems support					
that includes:					
1. Trouble shoot and answer questions					
regarding District computers.					
2. Aid with new computer setup and					
maintenance. Installation of necessary					
software and hardware.					
Provide email services that include:					
1. Work with service providers and ensure					
continuity of services.					
2. Trouble shoot and answer questions					
regarding these services.					
regarding these services.					
Purchase all equipment and software licensing					
related to the above services.					
Dravida in animy/narantina access to the City?					
Provide inquiry/reporting access to the City's					
financial reporting software to specific District					
employees. Also provide financial software					
Support. Other Operational and/or Administratives	Other Operational and/on Administrative				
Other Operational and/or Administrative:	Other Operational and/or Administrative:				
Technical assistance with other areas as needed	All other operational or managerial services				
(extra fee may be required depending on the	required to run the District that are not				
request). These would be items requested of City	specifically identified as part of the City's				
staff that are outside of the scope of the services	scope of responsibility as described here in				
described here in Exhibit A.	Exhibit A.				

EXHIBIT B

Schedule of Services and Charges:

				2022 Presented for Comparison		or Comparison
	Est. 2023	202	3 Monthly	Est. 2022	202	2 Monthly
Admin. Services Category	Monthly Hrs	Ser	vice Fee	Monthly Hrs	Serv	vice Fee
Human Resources/Payroll	121	\$	5,962	121	\$	5,795
Accounting	82		4,040	80		3,832
Accounts Payable	61		3,005	58		2,778
Treasury/Cash Management	25		1,232	25		1,197
Information Systems	26		1,281	26		1,245
Monthly Totals	315	\$	15,520	310	\$	14,847
Bountiful City Additional Monthly Services		\$	Hourly Rate 49.27	Estilitate	\$	22 Hourly Rate 47.89
2023 Monthly Fee			2022 Monthly Fee			
Field maintenar	nce and lighting	\$	278		\$	265
Lawn care and irrigation		\$	418		\$	398
Parking lot snowplowing and sweeping		\$	538		\$	512
			2023			2022
Total Combined Monthly Service Fee		\$	16,754		\$	16,022
Total Combined Annualize	d Service Fee	\$	201,048		\$	192,264

City Council Staff Report

Subject: Real Estate Purchase Agreement

1579 North Main Street

Author: Clinton Drake

Dept: Legal

Date: May 10, 2022



Background

The corner lot located at 1579 North Main Street (the "Property") was recently listed for sale by the Church of Jesus Christ of Latter-Day Saints ("Seller"). The Property is located in the Mixed Use – Residential Zone, is approximately 1.24 acres, and was listed for \$950,000. Because of size and highly visible location on the corner of Main Street and Pages Lane at the Bountiful/Centerville border, the Property was identified as an important parcel of land related to the economic development of Main Street. Accordingly, Staff engaged the Seller in negotiations for the purchase of the Property and an agreement was reached on February 8, 2022. The Purchase and Sale Agreement was for \$875,000, which was \$75,000 less than the listed asking price, in part due to the City's ability to close on the property quickly. The transaction was completed on March 16, 2022, through a special warranty deed.

Analysis

Considering the vision and goals of the City regarding the development of Main Street, the Property is an important purchase that will help further that vision and goals. With the Council's knowledge, Staff moved forward with the purchase of the Property. Unfortunately, in the process of negotiating the contract, inspecting the Property, finalizing the transaction, the City Manager failed to bring the Purchase and Sale Agreement to the Council for formal approval. Therefore, this item is now being presented to the Council for ratification of the Purchase and Sale Agreement that was entered into on February 8, 2022, and the completion of the real estate transaction that occurred on March 16, 2022.

Department Review

This staff report was prepared by the City Attorney and the City Manager.

Significant Impacts

The purchase of the Property has furthered the goals of the City regarding the development of the Main Street.

Recommendation

It is recommended that the City Council approve the Resolution Ratifying the Purchase and Sale Agreement for property located at approximately 1579 North Main Street, Bountiful, Utah.

Attachments

A copy of the Purchase and Sale Agreement is attached as Exhibit "A" to the accompanying Resolution 2022-06.



BOUNTIFUL

MAYOR Kendalyn Harris

CITY COUNCIL
Millie Segura Bahr
Jesse Bell
Kate Bradshaw
Richard Higginson
Cecilee Price-Huish

CITY MANAGER Gary R. Hill

Bountiful City, Utah Resolution No. 2022-06

A RESOLUTION RATIFYING AND APPROVING A PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY LOCATED AT APPROXIMATELY 1579 NORTH MAIN STREET, BOUNTIFUL, UTAH

WHEREAS, the owner of certain real property located at approximately 1579 North Main Street, Bountiful, Utah, (the "Property") recently listed the Property for sale; and

WHEREAS, the Bountiful City Council desires to purchase the Property in an arm's length transaction; and

WHEREAS, the City entered into a Purchase and Sale Agreement for the Property on February 8, 2022; and

WHEREAS, the Parties followed the terms of the Agreement and completed the transaction on March 16, 2022; and

WHEREAS, the Bountiful City Council finds that it is in the best interests of Bountiful City to retroactively ratify and approve the Purchase and Sale Agreement, and all actions taken by Bountiful City Staff in furtherance of the real estate transaction for the Property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bountiful City, Utah, as follows:

- **Section 1.** Agreement Approved. The Bountiful City Council hereby retroactively ratifies, accepts, and approves the attached Purchase and Sale Agreement, attached hereto as Exhibit "A" which is incorporated by this reference.
- **Section 2.** Mayor and Staff Authorized to Execute. Any actions taken by the Mayor or Staff in furtherance of the above noted real estate transaction are hereby retroactively authorized, ratified, and approved. To the extent necessary the Mayor and Staff of Bountiful City are authorized to sign and execute other documents necessary to complete the transaction.

Section	3. <u>Severa</u>	bility Clause.	If any secti	on, part or pi	rovision of	f this Reso	lution is
held invalid or	unenforceab	le, such invali	dity or une	nforceability	shall not	t affect ar	y other
portion of this	Resolution, a	and all section	s, parts and	1 provisions	of this R	esolution	shall be
severable.							

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage.

Adopted this 10th day of May, 2022.

	Mayor Kendalyn Harris
ATTEST:	
City Recorder Shawna Andrus	

EXHIBIT "A"

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made this <u>8th</u> day of <u>February</u>, 2022 ("**Effective Date**"), by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("**Seller**"), and BOUNTIFUL CITY, a Utah municipal corporation ("**Buyer**").

RECITALS

- A. Seller owns approximately 1.24 acres of real property located at 1579 North Main Street, Bountiful, Davis County, Utah, commonly known as parcel number 03-232-0004, which property is more or less depicted on <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "**Real Property**").
- B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Real Property, together with all rights, benefits, privileges and appurtenances pertaining thereto, upon the covenants, terms, conditions and provisions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

- 1. <u>PURCHASE AND SALE TRANSACTION</u>. Seller hereby agrees to sell, set over, grant, transfer, and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, all subject to the terms, provisions, and conditions more fully set forth in this Agreement. The purchase and sale transaction contemplated by this Agreement is hereinafter referred to as the "**Purchase and Sale Transaction**". The real, personal, and other property (collectively, the "**Property**") subject to this Agreement includes the following:
 - 1.1 The Real Property;
 - 1.2 Any improvements and structures affixed to and appurtenant to the Real Property; and
 - 1.3 All easements, privileges, rights-of-way, lands underlying any adjacent streets or roads, and appurtenances pertaining to or accruing to the benefit of the Real Property.

The Property shall <u>not</u> include any water, oil, gas, mineral, or subsurface rights of any kind, all of which, to the extent not previously severed from the Real Property, shall be retained by Seller. The retention by Seller of oil, gas, mineral, subsurface rights, and all applicable water rights shall not include the right to enter upon the surface of the Property. As more fully set forth in the Deed (defined below), Seller shall have no right of entry upon the surface of the Property and Seller shall have no right to extract minerals above a depth of 500 feet from the surface of the Property.

- 2. <u>PURCHASE PRICE</u>. The purchase price and consideration (the "**Purchase Price**") to be paid by Buyer for the purchase of the Property shall be EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$875,000.00) The Purchase Price shall be paid as follows:
- 2.1 <u>Deposit</u>. Immediately upon execution hereof, Buyer shall open escrow (the date on which escrow is opened shall be referred to herein as the "**Opening of Escrow**") by delivering a fully executed copy of this Agreement to First American Title Insurance Company, 215 South State Street, Suite 380, Salt Lake City, Utah 84111, Attention: Anna Irons, Phone: (801) 578-8849, Email: anirons@firstam.com ("**Escrow Agent**"). Within three (3) Business Days (as defined below) of the Opening of Escrow, Buyer shall deposit TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "**Deposit**") as refundable earnest money with respect to the Purchase and Sale Transaction with Escrow Agent; and
- 2.2 <u>Balance of the Purchase Price</u>. The Purchase Price, less the Deposit, shall be paid by Buyer to Seller at the Closing of the Purchase and Sale Transaction.
- 3. <u>DISPOSITION OF DEPOSIT</u>. Seller and Buyer hereby instruct Escrow Agent to hold the Deposit in a federally insured, interest-bearing account with no penalty for early withdrawal, and to disburse the Deposit as follows:
- 3.1 <u>Distribution of Deposit to Buyer</u>. If the Purchase and Sale Transaction for the Property is not consummated due to either (i) the timely termination of this Agreement by Buyer pursuant to an existing termination right under this Agreement in which the express terms of such termination right provide that Buyer is granted the right to receive the Deposit, or (ii) the termination of this Agreement by Buyer due to a material Seller Default (as defined below) under this Agreement, then all portions of the Deposit shall be paid and disbursed immediately to Buyer.
- 3.2 <u>Distribution of Deposit to Seller</u>. If the Purchase and Sale Transaction for the Property is not consummated due to (i) any termination of this Agreement by any party for any reason other than as expressly set forth in <u>Section 3.1</u> above, or (ii) a Buyer Default (as defined below) under this Agreement, then all portions of the Deposit shall be paid and disbursed immediately to Seller.
- 3.3 <u>Application of the Deposit to Purchase and Sale Transaction</u>. If the Purchase and Sale Transaction is consummated, then the Deposit shall be applied at the Closing to the Purchase Price and shall be paid to Seller.
- 4. <u>INSPECTION REVIEW PERIOD</u>. Commencing as of the Opening of Escrow and continuing until 5:00 p.m. Mountain Time on the date that is thirty (30) days thereafter (the "**Inspection Review Period**"), Buyer shall have the right to inspect the Property and to conduct the inspection review as more fully set forth below.
- 4.1. <u>Inspection Review</u>. Seller hereby grants to Buyer and Buyer's employees, contractors and agents, upon reasonable notice, a nonexclusive right and license to enter upon the Property, at Buyer's sole risk, for the purpose of conducting any inspections and tests, at Buyer's sole cost and expense, Buyer deems necessary to evaluate the Property (the "**Inspection Review**"). Notwithstanding the foregoing, Buyer (and its agents, employees, consultants and contractors) shall not undertake any invasive testing on, in or under the Property, or any portion thereof, such as a Phase II Environmental Study, without first obtaining the prior written consent of Seller, which consent may be granted or withheld in Seller's reasonable discretion. Buyer will immediately repair any damage to the Property resulting from such entry upon, or testing of, the Property. Buyer shall indemnify, defend, save and hold Seller and Seller's employees, officers, divisions, subsidiaries, partners, members and affiliated companies and its and their

employees, officers, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (the "Indemnitees") harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Inspection Review.

- 4.2. <u>Inspection Materials</u>. If not already provided, within seven (7) days from the Opening of Escrow, Seller agrees to deliver to Buyer (to the extent in Seller's possession), the following materials:
- 4.2.1. A title commitment with respect to the Property issued by the Escrow Agent, together with legible copies of all instruments or documents referred to in such commitment (the "Title Report");
 - 4.2.2. The most-recent survey of the Property, if any;
- 4.2.3. Copies of tax assessments and tax bills for the Property for the last three (3) years; and
 - 4.2.4. Documents relating to the CC&Rs (defined below).

Except for the foregoing, Seller shall have no additional obligations to provide any additional information.

- 4.3. <u>CC&Rs</u>. Buyer acknowledges that the Property is encumbered by recorded covenants, conditions, and restrictions (the "CC&Rs"), which may limit and restrict the use of the Property and include other obligations including, without limitation, the obligation to pay monetary assessments to the applicable property owner's association. Seller will provide any documents in its possession relating to the CC&Rs as set forth in <u>Section 4.2.4</u>.
- 4.4. <u>Inspection Materials "As-is."</u> In no event shall Seller be required to provide to Buyer any materials or documentation that are attorney work product or attorney-client privileged. All Inspection Materials are furnished to Buyer "as-is" with no warranty or representations of any kind whatsoever from Seller.
- 4.5. <u>Confidentiality</u>. Buyer is a Utah Municipal Corporation and subject to the Government Records Access and Management Act (GRAMA). All Inspection Materials, and the results of any Inspection Review, shall be kept and maintained strictly confidential by Buyer and the contents thereof shall not be disclosed, except as may be required by GRAMA, to any other party pursuant to the terms of this Agreement.
- 4.6. <u>Termination Right</u>. In the event that the results of Buyer's Inspection Review are unsatisfactory to Buyer for any reason, or for no reason, then Buyer may terminate this Agreement prior to the expiration of the Inspection Review Period by giving Seller a written notice delivered from Buyer to Seller stating Buyer's intent to terminate this Agreement ("Notice of Termination"), whereupon all portions of the Deposit shall be returned to Buyer in accordance with <u>Section 3</u> of this Agreement, and neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyer does not timely terminate this Agreement prior to the expiration of the Inspection Review Period, then: (i) Buyer shall be deemed to have waived its right to terminate under this Section and to have approved the condition of the

Property in all respects; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

4.7. <u>Return of Documents</u>. Should this Agreement be terminated for any reason, Buyer shall furnish to Seller within ten (10) days thereafter: (i) any and all Inspection Materials furnished to or obtained by Buyer, and (ii) copies of any surveys, reports and tests results of any kind obtained by Buyer from third party consultants with respect to the Property.

5. TITLE AND SURVEY REVIEW.

- Title Objections. Buyer shall have until 5:00 p.m., Mountain Time, on the date that is five (5) days prior to the expiration of the Inspection Review Period (the "Title Objection Period") to review the Title Report and an ALTA survey (or surveys) of the Property, prepared at Buyer's sole cost and expense, and certified to Buyer or Buyer's designee by an experienced surveyor who is licensed in the state where the Property is located (the "Survey"), and provide any objections thereto ("Title Objections"). If Buyer fails to timely object to anything in the Title Report or Survey within the Title Objection Period, then the condition of title to the Property reflected on the Title Report and Survey will be deemed approved in all respects. If Title Objections are made within the Title Objection Period, Seller shall determine, in its sole discretion as to each Title Objection, whether or not Seller is willing or able to eliminate or obtain affirmative coverage over each of the Title Objections. Within three (3) days of Seller's receipt of the Title Objections, Seller may notify Buyer in writing as to those Title Objections that Seller will cause to be eliminated or insured over. If Seller's written notice indicates that Seller is unable or unwilling to eliminate or provide affirmative coverage over any Title Objections, upon terms acceptable to Buyer, or Seller fails to respond to Buyer's Title Objections, then Buyer may, prior to the expiration of the Inspection Review Period, either (i) waive the Title Objections that Seller was unwilling or unable to cure, or (ii) terminate this Agreement prior to the expiration of the Inspection Review Period by giving Seller written Notice of Termination, whereupon all portions of the Deposit shall be returned to Buyer in accordance with Section 3 of this Agreement, and neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Seller's written notice indicates that Seller is unable or unwilling to eliminate or provide affirmative coverage over any Title Objections, or Seller remains silent as to the Title Objections, but Buyer does not terminate this Agreement prior to the expiration of the Inspection Review Period, then Buyer shall be deemed to have waived all such Title Objections, and Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.
- 5.2. <u>Title Policy</u>. At Closing, Escrow Agent shall issue to Buyer a standard owner's policy of title insurance for the Property in the full amount of the Purchase Price, insuring Buyer as the fee owner of the Property, subject only to the Permitted Exceptions (the "**Title Policy**"). As used herein, "**Permitted Exceptions**" means all taxes and assessments against the Property which are not yet due and payable as of the Closing Date, and all other matters affecting title to the Property contained in the applicable Title Report or shown on the Survey to the extent such matters are accepted by Buyer pursuant to this <u>Section 5</u>. The costs of such Title Policy shall be allocated between the parties as set forth in <u>Section 6.4.1</u>. Buyer may, at its expense, obtain extended coverage and/or such endorsements for the Property as Buyer may reasonably request or require. Obtaining extended coverage and/or any endorsements shall not be a condition or contingency of any Closing.

6. CLOSING.

6.1. <u>Time and Place</u>. Unless the Purchase and Sale Transaction is terminated pursuant to this Agreement, the closing date of the purchase and sale of the Property shall occur on the date that is fifteen (15) days following expiration of the Inspection Review Period (the "Closing Date"). Closing shall

take place through the offices of Escrow Agent on the Closing Date. "Closing" or "Close of Escrow" shall be evidenced by: (i) satisfaction of all conditions to closing set forth herein; (ii) recording of the Deed (as defined below); and (iii) the delivery to, and distribution by, Escrow Agent of all required funds and documents.

- 6.2. <u>Seller's Closing Deliveries</u>. At or before Closing, Seller shall deliver to Escrow Agent and Buyer, as applicable:
- 6.2.1. A special warranty deed, in the form attached hereto as <u>Exhibit B</u>, conveying the title of the Property from Seller to Buyer (the "**Deed**"), executed and acknowledged by Seller;
- 6.2.2. A General Assignment (the "General Assignment"), in the form attached hereto as Exhibit C, fully executed by Seller;
- 6.2.3. An affidavit, as required by Internal Revenue Code Section 1445(b)(2), in the form of Exhibit D, fully executed and properly acknowledged by Seller;
- 6.2.4. A settlement statement signed by Seller, which is reasonably acceptable to Seller and accurately reflects the payments, credits and prorations required herein; and
- 6.2.5. Such other funds, instruments and documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).
 - 6.3. <u>Buyer's Closing Deliveries</u>. At the Closing, Buyer shall deliver to Escrow Agent:
- 6.3.1. The funds required by <u>Section 2</u> of this Agreement together with any prorations and other fees related to the Closing;
 - 6.3.2. The General Assignment executed by Buyer;
- 6.3.3. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits and prorations required herein; and
- 6.3.4. Such other funds, instruments and documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

6.4. <u>Prorations and Closing Costs.</u>

6.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct related to the Purchase and Sale Transaction. At Closing, Seller shall pay (i) the premium attributable to the Title Policy; (ii) the cost of recording the Deed, including any transfer or similar taxes associated therewith; (iii) any repayment penalties and other amounts necessary to release any deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens and other liens to the extent required hereunder, and (iv) any rollback or similar deferred taxes. At Closing, Buyer will be responsible for (a) the cost of any Survey, (b) the cost of upgrading the Title Policy to an extended coverage title policy and/or the cost of all title endorsements issued in connection therewith that are not otherwise agreed to be paid by

Seller, and (c) the cost of recording new liens and encumbrances against the Property created by Buyer. Escrow Agent's fee for closing the Purchase and Sale Transaction shall be split equally between Seller and Buyer. Any other customary closing costs and fees shall be allocated between Seller and Buyer in the manner customary for commercial real estate transactions in the metropolitan area or city in which the Property is located.

- 6.4.2. All real property taxes, municipal charges, and any other assessments accrued for the current year shall be prorated between the parties as of 12:00 noon (Mountain Time) on the Closing Date.
- 6.5. <u>Possession</u>. Buyer shall be entitled to possession of the Property on the Closing Date.

7. REPRESENTATIONS AND WARRANTIES.

- 7.1. <u>Seller Representations</u>. Seller, as of the Effective Date and again at the Closing, represents and warrants to Buyer that:
- 7.1.1. Organization and Standing. Seller is duly formed, validly existing and in good standing under the laws of the State of its formation. Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.
- 7.1.2. <u>Binding Agreement</u>. Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Seller in accordance with their terms.
- 7.1.3. <u>No Condemnation</u>. Seller has not received any written notice of condemnation or eminent domain proceedings with respect to the Property, and no condemnation or eminent domain proceedings or negotiations have been commenced in connection with the Property.
- 7.1.4. <u>No Litigation</u>. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.
- 7.1.5. No Tenants. There are no tenants or other parties in possession of any part of the Property other than Seller.
- 7.1.6. OFAC; Anti-Terrorism. Neither Seller nor any of its affiliates, nor any of its respective partners, members, shareholders or other equity owners, and none of its respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

- 7.2. <u>Buyer's Representations</u>. Buyer, as of the date of this Agreement and again at the Closing, represents and warrants to Seller that:
- 7.2.1. Organization and Standing. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.
- 7.2.2. <u>Binding Agreement</u>. Upon Buyer's execution of this Agreement, this Agreement shall be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Buyer in accordance with their terms.
- 7.2.3. OFAC; Anti-Terrorism. Neither Buyer nor any of its affiliates, nor any of its respective partners, members, shareholders or other equity owners, and none of its respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

8. "AS-IS" PURCHASE.

Disclaimer. Except as set forth in Section 7 above, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials, including, but not limited to, the following: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any laws or any other federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws or any zoning codes), (v) the size, dimensions or square footage of the Property, (vi) the fitness of the Property for any particular purpose, (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials, or (viii) the existence, availability, design, construction, or future installation of infrastructure, improvements, utilities, and the like surrounding or servicing the Property. As used herein "Hazardous Materials" means any (i) hazardous, harmful, or toxic waste, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by or under any Environmental Laws, or (ii) other substance, material, or product prohibited, limited, or regulated by or under any such Environmental Laws. Additionally as used herein, "Environmental Laws" means any and all federal, state, local, or municipal environmental law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (ii) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (iii) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (iv) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (v) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (vi) state or local environmental laws, and (vii) any regulations related to any of the foregoing.

- 8.2. Acceptance. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS SET FORTH IN SECTION 7, THE PROPERTY SHALL BE SOLD AND BUYER SHALL ACCEPT TITLE AND POSSESSION OF THE PROPERTY ON THE CLOSING DATE "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN SECTION 7, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY.
- 8.3. Release. EXCEPT WITH RESPECT TO SELLER'S BREACH OF ANY WARRANTY SET FORTH IN SECTION 7, BUYER HEREBY EXPRESSLY RELEASES SELLER FROM ANY FAULT, INJURY, DAMAGE, COST, EXPENSE, SUIT, CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY OF ANY KIND WHATSOEVER IN CONNECTION WITH THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, EACH OF THE SPECIFIC ITEMS DISCLAIMED BY SELLER IN SECTION 7.1 ABOVE. THE RELEASE AND INDEMNITY DESCRIBED HEREIN WILL SURVIVE THE CLOSING AND DELIVERY OF THE DEED.
- ENVIRONMENTAL RELEASE. BUYER EXPRESSLY ASSUMES THE RISK THAT ANY HAZARDOUS MATERIALS ARE OR HEREAFTER MAY BE LOCATED ON THE PROPERTY. FROM AND AFTER THE CLOSING, BUYER HEREBY AGREES TO FOREVER ACQUIT, RELEASE AND DISCHARGE, AND WAIVE, ALL RIGHTS AND CLAIMS TO CONTRIBUTION FROM, SELLER AND THE INDEMNITEES, AND SELLER'S AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ANY AND ALL JUDGMENTS, CLAIMS, EXPENSES (INCLUDING ATTORNEYS' AND OTHER CONSULTANTS' REASONABLE FEES AND COSTS), CAUSES OF ACTION, DAMAGES, LIABILITIES, INCLUDING WITHOUT LIMITATION, ALL FORESEEABLE AND ALL UNFORESEEABLE CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING OUT: (I) OF THE USE, GENERATION, STORAGE, DISPOSAL, RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIALS ON THE PROPERTY; AND (II) THE COST OF ANY REASONABLY NECESSARY INVESTIGATION, REPAIR, CLEANUP, REMEDIATION OR DETOXIFICATION OF THE PROPERTY AND OTHER AFFECTED PROPERTY AND THE PREPARATION OF ANY CORRECTIVE ACTION, CLOSURE OR OTHER REQUIRED PLANS OR REPORTS TO THE FULL EXTENT THAT SUCH ACTIONS ARE ALLEGED TO BE ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO THE PRESENCE OR USE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, OR DISPOSAL OF HAZARDOUS MATERIALS BY ANY PERSON AND RELATED TO OR INVOLVE THE PROPERTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL NOT MERGE WITH THE DEED AND SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED.
- 8.5. <u>Material Inducement</u>. Buyer hereby agrees and acknowledges that the terms and conditions of this Section are a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyer without Buyer's express agreement to the terms and conditions of this Section.

9. <u>RISK OF LOSS</u>.

- 9.1. <u>Risk of Loss</u>. Subject to the provisions of this <u>Section 9</u> set forth below, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.
- 9.2. <u>Condemnation</u>. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement shall not terminate, but shall remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing, and (ii) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof, and Buyer shall take the Property subject to any such proceedings. The Purchase Price shall not be adjusted or reduced for any such proceedings or for any land taken by condemnation, but rather the acreage for purposes of such calculation shall be the acreage of the Property prior to the condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" shall mean the service upon Seller of a formal notice of condemnation by a governmental authority with power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

9.3. <u>Casualty</u>.

- 9.3.1. <u>Minor Casualty</u>. If the loss in value to the Property because of damage or casualty to the Property occurring after the Effective Date and prior to Closing (the "Casualty Loss Value"), as estimated by Seller in Seller's sole but reasonable discretion, is less than or equal to five percent (5%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.
- 9.3.2. <u>Major Casualty</u>. If the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable discretion, is more than five percent (5%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the Valuation Loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.
- 10. <u>BROKER'S COMMISSION</u>. Patrick Juhlin and Brian Andersen of CBRE, Inc. (collectively, "Seller Brokers") represent Seller, and Brandon L. Wood of The Northwood Group ("Buyer Broker") represents Buyer in this Purchase and Sale Transaction. Except for the foregoing, Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Purchase and Sale Transaction based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

11. REMEDIES.

11.1. <u>Buyer's Remedies</u>. In the event Seller shall default in any of Seller's agreements, covenants, representations, warranties or obligations under this Agreement (a "**Seller Default**"), Buyer shall give Seller written notice of such default and thereafter Seller shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that Seller commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that Seller fails to cure the

Seller Default within the cure period, Buyer may, as Buyer's sole remedies for such Seller Default: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement in accordance with Section 12 below and receive a refund of the Deposit; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this Section 11.1 shall be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

11.2. <u>Seller's Remedies</u>. In the event Buyer shall default in any of Buyer's agreements, covenants, representations, warranties, or obligations under this Agreement (a "Buyer Default"), Seller shall give Buyer written notice of such default and thereafter Buyer shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, and then only if Buyer commences such cure within the initial ten (10) Business Day period, and thereafter, diligently pursues the cure to completion). Notwithstanding the foregoing, Buyer's failure to consummate the Purchase and Sale Transaction on the Closing Date shall be a Buyer Default hereunder that is not subject to a cure period.

IN THE EVENT THAT BUYER FAILS TO CURE A BUYER DEFAULT AND CLOSE THE TRANSACTION CONTEMPLATED HEREBY WITHIN THE APPLICABLE CURE PERIOD (IF ANY), SELLER'S SOLE AND EXCLUSIVE REMEDY, IN SELLER'S SOLE DISCRETION, IS TO TERMINATE THIS AGREEMENT AND TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES, SELLER AND BUYER HEREBY AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT AND/OR IMPOSSIBLE TO FIX THE AMOUNT OF SELLER'S ACTUAL DAMAGES AND FURTHER AGREE THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE AMOUNT SELLER MIGHT BE DAMAGED AS A RESULT OF BUYER'S FAILURE TO PERFORM UNDER THIS AGREEMENT.

Bellet 8 Illitials.		Duyer's initials.	
Seller's Initials:	cw	Buyer's Initials:	GH

- 12. <u>TERMINATION</u>. If Buyer or Seller elects to terminate this Agreement pursuant to a right granted herein, the terminating party shall give written notice of the termination to the other party and Escrow Agent. Upon termination by notice as set forth in the preceding sentence, or upon an automatic termination in accordance with the terms of the Agreement, Escrow Agent shall disburse the Deposit in accordance with <u>Section 3</u> above and return all documents deposited in the Escrow to the party who supplied the documents. Upon delivery of money and documents, this Agreement and the Escrow will be deemed terminated, and except as expressly provided in this Agreement, neither party will have any further liability or obligation under this Agreement. Upon termination of the Agreement because of a default by a party, the defaulting party shall be liable for and shall pay any escrow termination fees or costs; otherwise, upon any termination Seller and Buyer shall each pay half of any such fees and costs.
- 13. <u>ATTORNEYS' FEES</u>. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.
- 14. <u>NOTICES</u>. Except as otherwise required by law, any notice, demand or request given in connection with the Purchase and Sale Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, e-mail, facsimile, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER: The Church of Jesus Christ of Latter-day Saints

Attn: Craig Weidmer

50 East North Temple, 10th Floor Salt Lake City, UT 84150

Email: weidmerce@ChurchofJesusChrist.org

WITH A

COPY TO: Kirton McConkie

Attn: Bryce K. Dalton and Erin Reid 50 East South Temple, Suite 400 Salt Lake City, UT 84111

Email: <u>bdalton@kmclaw.com</u>; <u>ereid@kmclaw.com</u>

BUYER: Bountiful City

Attn: Gary Hill, City Manager

795 South Main Street Bountiful, UT 84010

Email: ghill@bountiful.gov

WITH A

COPY TO: Bountiful City

Attn: Clinton Drake, City Attorney

795 South Main Street Bountiful, UT 84010

Email: cdrake@bountiful.gov

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, e-mail, or facsimile, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent at the address listed in Section 2.1.

- 15. <u>ADDITIONAL ACTS</u>. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.
- 16. <u>GOVERNING LAW; JURISDICTION</u>. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of Utah, without regard to any conflicts of law issues.
- 17. <u>DISPUTE RESOLUTION</u>. If any dispute arises between the parties related to this Agreement and/or the Purchase and Sale Agreement, the dispute shall be resolved by a single arbitrator before the AAA under the Arbitration Rules of the AAA, modified as follows: (i) the total time from date of demand for arbitration to final award shall not exceed forty-five (45) days; (ii) the arbitrator will be chosen by the AAA without submittal of lists and subject to challenge only for good cause shown; (iii) all notices may be by telephone or other electronic communication with later confirmation in writing; (iv) the time, date and place of the hearing shall be set by the arbitrator in his or her sole discretion, provided that there be at least five (5) business days' prior notice of the hearing; (v) there will be no post-hearing briefs; (vi) there will be no discovery except by reasonable order of the arbitrator; and (vii) the arbitrator will issue

his or her award within seven (7) days after the close of the hearing. The arbitration will be held in Salt Lake City, Utah. The decision of the arbitrator will be binding on the disputing parties, not subject to appeal, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator will be paid half by each of the disputing parties.

- 18. <u>ATTORNEYS' FEES</u>. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by any party to this Agreement of its obligations under this Agreement, or in the event of any dispute between the parties relating to this Agreement or the Property, each party shall be responsible for its own attorneys' fees and court costs incurred in connection such action, suit, arbitration or other proceeding, including any and all appeals or petitions thereof, regardless of outcome.
- 19. <u>BUSINESS DAYS</u>. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day after such date. As used herein, "**Business Day**" means a day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.
- 20. <u>WAIVER</u>. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
- 21. <u>SURVIVAL</u>. Only where specifically so provided herein shall any of the covenants, agreements, representations, warranties and indemnities set forth in this Agreement survive the Closing. Any such matters that survive Closing pursuant to the terms of this Agreement shall be subject to any time limitations set forth herein, and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.
- 22. <u>COUNTERPARTS</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy, facsimile or email transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.
- 23. <u>SUCCESSORS AND ASSIGNS</u>. Buyer shall not have the right to assign, transfer or convey any of its rights, interests or obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may grant or withhold in Seller's sole discretion; provided, however, no such assignment shall relieve Buyer of any of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- 24. <u>ENTIRE AGREEMENT/AMENDMENT</u>. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.
- 25. <u>CONSTRUCTION</u>. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that

ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

- 26. <u>INTERPRETATION</u>. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.
- 27. <u>HEADINGS</u>. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.
- 28. <u>NO THIRD-PARTY BENEFICIARY.</u> No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, partnership, company, corporation or other entity that not a party hereto (including, without limitation, any broker), and no such other person, firm, partnership, company, corporation or other entity shall have any right or cause of action hereunder.
- 29. <u>SEVERABILITY</u>. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.
- 30. <u>CONFIDENTIALITY</u>. Buyer and Seller acknowledge and agree that the parties do not desire any publicity with respect to this transaction, and therefore each party hereto agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction shall be made and no information with respect to this transaction shall be given to any media unless agreed to by both parties mutually. Each party shall instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this <u>Section 30</u>. The provisions of this <u>Section 30</u> shall survive any termination of this Agreement. Seller acknowledges that Buyer is a Utah Municipal Corporation and as such, approval of this Agreement is subject to the Utah Open and Public Meetings Act (OPMA) which requires that this Agreement be published pursuant to OPMA and approved in a public meeting by the Bountiful City Council.
- 31. <u>TIME OF ESSENCE</u>. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable by the non-defaulting party) default under this Agreement by the party so failing to perform.
- 32. <u>1031 TAX DEFERRED EXCHANGE</u>. The parties agree to cooperate with one another should the Property be purchased or sold as a part of a tax-deferred like-kind exchange so long as the non-exchanging party incurs no cost in connection with said cooperation.

[Signatures Follow]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,

a Utah corporation sole

By: VIOY (VIII)

Its: Authorized Agent

BUYER:

BOUNTIFUL CITY, a Utah municipal corporation

DocuSigned by:

By: ___ Gary Hill
Name: Gary Histobra402934F9...

Its: City Manager

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreeme	t (this "Agreement") is accepted and Escrow is opened this	
day of, 2022. Escrow A	ent hereby agrees to act as the Escrow Agent as defined in	the
Agreement and to perform its duties in a	cordance with the provisions of the Agreement. Further, Escr	ov
Agent agrees to act as "the person responsable to act as "the person respo	sible for closing" the Purchase and Sale Transaction within	the
meaning of Section 6045(a) of the Interreturns required thereby.	al Revenue Code of 1986, as amended, and to file all forms a	ano
ESCROW AGE	IT: FIRST AMERICAN TITLE INSURANCE COMPAN	JΥ
	By:	
	Name:	
	Its:	

EXHIBIT A

(Depiction of the Real Property)





EXHIBIT B

(Deed)

WHEN RECORDED, MAIL	TO:		
Bountiful City			

SPECIAL WARRANTY DEED

IN CONSIDERATION of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("**Grantor**"), hereby grants, conveys and warrants against only those claiming by, through or under it (and no others), to BOUNTIFUL CITY, a Utah municipal corporation, whose address is 795 South Main Street, Bountiful, Utah ("**Grantee**"), all right, title and interest in and to the real property located in Davis County, Utah, and described as follows (the "**Property**"):

See Exhibit A attached hereto and incorporated herein by this reference

TOGETHER with all easements, rights and hereditaments appurtenant thereto and all improvements located thereon;

SUBJECT TO (i) current taxes and assessments; (ii) applicable zoning laws; (iii) applicable governmental rules and regulations; (iv) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other rights or interests, in each case, of record; (v) all matters an accurate ALTA survey (with all "**Table A**" items shown, listed and/or described thereon) of the Property and/or a careful inspection of the Property would disclose or show; and (vi) all other rights of third parties enforceable at law; and

RESERVING specifically unto Grantor all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, on, in, or under the above-described land, provided that Grantor does not reserve the right to use the Property or extract minerals or other substances from the Property above a depth of 500 feet, nor does Grantor reserve the right to use the surface of the Property in connection with the rights reserved herein.

[Signature and Acknowledgment Follow]

IN WITNESS WHEREOF, Gran	ntor has executed this Special Warranty Deed this day of
	THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints [EXHIBIT NOT FOR EXECUTION]
	By:
	Name:
	Its: Authorized Agent

[ADD ACKNOWLEDGEMENT]

[INSERT APPLICABLE LEGAL DESCRIPTION OF PROPERTY AS EXHIBIT A]

EXHIBIT C

(General Assignment)

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "Assignment") is entered into as of this ____ day of _____, 20__ (the "Effective Date"), by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("Assignor"), and BOUNTIFUL CITY, a Utah municipal corporation ("Assignee").

RECITALS

- A. Assignor presently owns the real property described in <u>Exhibit A</u> attached to this Assignment and any and all improvements and personal property located thereon (the "**Property**").
- B. Pursuant to that certain Purchase and Sale Agreement, dated as of ________, 2022, between Assignor and Assignee (as may have been amended from time to time, the "Agreement"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in the Property (the "Property Transfer") under the terms and conditions more fully set forth in the Agreement.
- C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's interest (if any), in and to the following described rights, interests and property relating to the Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

- 1. <u>Assignment.</u> Assignor assigns, transfers, sets over, and conveys to Assignee, to the fullest extent the same are assignable, and Assignee assumes, all of Assignor's right, title, and interest, in and to (i) any and all warranties and/or guaranties of any kind, express or implied, written or oral, relating to the Property, (ii) any and all benefits from development agreements, consents or approvals to the extent the same relate to the Property (including, without limitation, entitlements; development, zoning or land use work; submittals, approvals, permits, registrations, certificates, exemptions and similar rights obtained from any governmental entity) (collectively, the "Entitlements"), and (iii) any applications, reports, surveys, drawings, studies, plans, site plans, master plans, plans, assessments, and all other documents, information and materials in any way related to the Property and/or the Entitlements (including without limitation all feasibility or inspection materials related to the Property in Seller's possession or control).
- 2. <u>Miscellaneous</u>. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, and shall be governed by and construed in accordance with the laws of the State in which the Property is located applicable to agreements made and to be wholly performed within said State and may

not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

- 3. <u>Severability</u>. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.
- 4. <u>Counterparts; Electronic Signatures</u>. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Execution of this Assignment by electronic signature shall constitute an original signature. Copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature.

[Signatures Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:	ASSIGNEE:
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole	BOUNTIFUL CITY, a Utah municipal corporation
[EXHIBIT NOT FOR EXECUTION]	[EXHIBIT NOT FOR EXECUTION]
Ву:	By:
Name:	Name:
Its: Authorized Agent	Its:

[INSERT APPLICABLE LEGAL DESCRIPTION OF PROPERTY AS EXHIBIT A]

EXHIBIT D

(Affidavit)

AFFIDAVIT PURSUANT TO SECTION 1445 OF THE INTERNAL REVENUE CODE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

	ollowing on behalf of Seller:	he undersigned hereby certifies th
1.	Seller is not a foreign person for purpose of U.S. income taxatic partnership or estate, Seller is not a foreign corporation, foreign foreign estate (as those terms are defined in the Internal Revenu Regulations).	partnership, foreign trust or
2.	If Seller is a corporation, trust, partnership or estate, transferor defined in § 1.1445-2(b)(2)(iii).	is not a disregarded entity as
3.	Seller's U.S. employer identification number is:	·
4.	Seller's office address is:	<u>.</u>
	Under penalties of perjury, I declare that I have examined this convoledge, it is true, correct and complete. I further declare that I have extificate on behalf of Seller.	
	DATED as of, 2022.	
	DAY SAINTS, a Uta known as Corporatio	ESUS CHRIST OF LATTER- th corporation sole, formerly n of the Presiding Bishop of The st of Latter-day Saints
	[EXHIBIT NOT F	OR EXECUTION]
	By:	

Exhibit D

Name:

Its: Authorized Agent

City Council Staff Report

Subject: Forfeiture and Disposition of Property

Author: Chief Biehler

Department: Police Department

Date: May 2, 2022



Background

In 2018 the Utah State Legislature created a bill that gave police agencies direction on disposing of firearms that are no longer needed as evidence (24-3-103.5). We are allowed to sell or destroy firearms that are confiscated or unclaimed. If an agency chooses to sell the firearm, they must sell it to a federally licensed "State-approved dealer" and apply the proceeds from the sale to a public interest use after obtaining approval from the agency's legislative body.

Bountiful Police Evidence Custodian is disposing of property in our possession and has identified 25 firearms that could be disposed. We recently sold the firearms to an approved firearms dealer.

Analysis

The 25 firearms that have already been sold to an approved dealer consisted of cases in 2011-2018. Those firearms can't be returned to the owner due to court orders, restricted persons, found/unknown owner, and suicide/deceased owner.

We were able to sell these firearms and currently have a \$2,820.08 credit at Salt Lake Wholesale. With council's approval we would apply the \$2,820.08 credit to a department ammunition purchase that we would regularly make semiannually.

Department Review

This report has been reviewed and comes with the concurrence of the Police Chief and City Manager.

Significant Impacts

None

Recommendation

Staff recommends City Council approve the use of the proceeds from the firearms sale to purchase department ammunition.

Attachments

None

City Council Staff Report

Subject: Installation of Cellular Signal Booster

Equipment at Public Safety and City Hall

Author: City Engineer

Department: Engineering, Information Technology,

Police

Date: May 10, 2022



Background

Despite being centrally located to many of the cell towers in Bountiful, City Hall and the Police and Courts Building suffer from very poor internal cellular reception. This issue is mainly a consequence of the use of steel and concrete in the buildings.

For the officers in the Police facility, poor reception requires officers to step outside the building to make or receive a call. During the most recent emergency events when the Emergency Operations Center (EOC) was activated, the inability to receive calls delayed the exchange of information to City crews and volunteers. Lack of cellular signal reception in the building is also an issue for the many training events hosted by the Police Department.

The situation at City Hall is similar, and is certainly an issue for City staff and the public who use the facility. Depending on the carrier, it may also be necessary to move to a different location in the building (or even outside) to make or receive a phone call, or to send a text or an email.

Analysis

In 2020 staff from IT, Police and Engineering met with several consultants to review options to address the issues in both buildings. The solutions proposed for both buildings would include the installation of exterior antennas, processing equipment, internal antennas, and associated wiring in both buildings.

The proposals received during this process are listed below:

Amount	_
\$70,790.18*	(April, 2022)
\$86,605.79	(March, 2021)
\$101,776.00	(April, 2021)
	\$70,790.18* \$86,605.79

Both Day Wireless and Gencomm were very anxious for their proposals to be brought to the City Council for consideration last year due to anticipated increases in equipment costs. IT Department staff was able to obtain the recent quote from Five 9s, who has previously provided phone equipment and software to the City. Five 9s proposal excludes any roof repairs which may be the result of installing the exterior antennas on the two buildings.

Department Review

This memo has been reviewed by the City Engineer, IT Dept. Director, Police Chief and the City Manager.

Significant Impacts

Sufficient funding is available for this project.

Recommendation

• Staff recommends the City Council accept the proposal of Five 9s Communications and award the contract in the amount of \$70,790.18.

Attachments

Proposals are available upon request

City Council Staff Report

Subject: Final Acceptance of The Enclave P.U.D.

Author: City Engineer Department: Engineering

Date: May 10, 2022



Background

Robert Gibson, developer of the 5 unit Enclave Planned Unit Development (P.U.D.) requests the final release of bond funds for this project. This development received Final Approval for the P.U.D. plat from the City Council in May, 2017.

Analysis

The development is located on the South East corner of 1000 N and 200 W. The public improvements constructed for this project include the installation of sewer, culinary water, and replacement of curb, gutter and sidewalk along the project frontage. Storm drainage facilities are not included with the public improvements but are owned and operated by the PUD Homeowners Association. It is appropriate for the City to assume maintenance of these improvements and authorize the final bond release.

Department Review

This memo has been reviewed by the City Engineer, City Planner and the City Manager.

Significant Impacts

The City will now assume all responsibility for the maintenance of the public street along the project frontage and maintenance of the culinary water system

Recommendation

• Staff recommends the City Council accept the public improvements of the Enclave P.U.D., authorize the release of remaining bond funds and release the developer from any further obligations for the public improvements related to the project.

Attachments

Aerial Photo of The Enclave P.U.D.



Figure 1 The Enclave P.U.D.

City Council Staff Report

Subject: Tentative Budget Overview and Adoption **Author:** Galen D. Rasmussen, Assistant City Manager

Department: Executive **Date:** May 10, 2022



Background

As required by State law (Utah Code Sections 10-6-109 to 10-6-113), a budget has been prepared by management and staff for consideration as Bountiful City's Tentative Budget for Fiscal Year 2022-2023. State law requires adoption of a tentative budget at the first regular meeting in May of each year along with the setting of a time and place for a public hearing on that Tentative Budget before adopting a final budget for the ensuing fiscal year.

Analysis

The document, "<u>City of Bountiful, Operating and Capital Budget, Fiscal Year 2022-2023</u> <u>(Tentative Budget)</u>" was distributed previously to each of you for use in conducting Council Budget Committee Meetings with every department and fund of the City and the Bountiful Redevelopment Agency (RDA).

Development of the budget begins in July as departments start the new fiscal year. Needs begin to emerge from conversations with the City Council, the public, and as a result of department operations. These needs are considered as departments develop their budgets in late December and early January. Departments meet with the City Manager beginning in March to match identified needs with resources. The City Manager, Assistant City Manager, Human Resources Director, and others prepare projections and various analyses to arrive at the budget document you received.

This budget document is presented tonight for adoption by the Mayor and City Council as the "Tentative Budget" of the City for Fiscal Year 2022-2023 which begins on July 1, 2022, and ends on June 30, 2023. The budget document contains a summary of the budget process, Council priorities, a variety of narrative descriptions, and quantitative measures. This collection of data provides documentation for results of past operations, projected results for the current fiscal year, and the request for Fiscal Year 2022-2023. There are also sections for fees and charges and a long-term capital plan. Submitted also for adoption, by reference, along with the budget document are:

- 1. Compensation schedules which were used to develop the personnel services sections of the budget document.
- 2. A certification of participation in the Public Employees Contributory Retirement System and the Public Safety Contributory Retirement System of the Utah Retirement Systems (URS) for fiscal year 2022-2023.
- 3. Electric Rates and Fees Schedule of Bountiful Power in addition to other city fees and charges.

This combined budget document with fees, charges, long-term capital plan, referenced compensation schedules, and URS certifications are presented for consideration of adoption as the Tentative Budget of the City.

As a companion to the budget document, I will also conduct a brief presentation during the Council Meeting to highlight overall budget amounts and key points of the budget for each fund of the City for consideration of the Council. The budget document itself is prepared in accordance with the State Uniform Fiscal Procedures Act and is balanced regarding revenues and expenditures/expenses.

Department Reviews

The referenced budget document for Fiscal Year 2022-2023 has been reviewed by every department manager in the City; Council Budget Committees; and the City Manager for concurrence. During the Council Budget Committee Meetings there were some discussions and recommendations that may affect the tentative budget including the following items:

- Decision on allocation of remaining RAP Tax Grants in the amount of \$26,965 toward one or more of the following areas discussed by the Recreation, Arts and Parks Committee:
 - o Additional trees in city locations
 - o Pickleball courts at Cheese Park
 - Construction of Washington Park facilities
- Budgeting for the \$500,000 Utah Office of Outdoor Recreation grant for trails.
- Development of a new Tier 5 water rate for high volume use.
- Development of a public information flyer for utility bills to alert customers of a 3% power rate increase in fiscal year 2022-2023.
- Decision to replace, instead of resurface, the Twin Hollows Pickleball Courts (thanks in part to a generous donation from Ray and Beverly Ward).

The Tentative Budget presented tonight may therefore be revised to incorporate any recommended changes to arrive at a final budget that will be presented for adoption by the Mayor and City Council on June 21, 2022, after applicable public hearing processes. The companion analysis presentation to be provided tonight during the meeting is derived from the Tentative Budget document and has also been reviewed for concurrence by the City Manager.

Significant Impacts

None.

Recommendation

Based on the analysis provided, and the Operating & Capital Budget document referenced, it is recommended that the Mayor and City Council:

- 1. Adopt the "<u>City of Bountiful, Operating and Capital Budget, Fiscal Year 2022-2023</u> (<u>Tentative Budget</u>)" document as the City's Tentative Budget.
- 2. Set the time and place for a public hearing on the Tentative Budget. This would be the City Council Meeting which is scheduled to begin at 7:00 p.m. on Tuesday, June 21, 2022 in the Council Chambers of Bountiful City Hall.

Attachments

None