

# **BOUNTIFUL CITY COUNCIL MEETING**

## **TUESDAY, January 10, 2017**

### **Work Session – 6:30 p.m.**

### **Regular Session - 7:00 p.m.**

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

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

## **AGENDA**

### Work Session – 6:30 p.m.

1. Open Meetings Training – Mr. Clinton Drake

### Regular Session – 7:00 p.m.

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Approve minutes of previous meeting - December 13, 2016 p. 3
3. Council Reports
4. BCYC Report
5. Consider approval of:
  - a. Weekly expenditures > \$1,000 paid December 5, 12, 19 & 26, 2016 p. 9
  - b. November financial report p. 15
6. Lieutenant Jon Purcell retirement – Chief Tom Ross
7. Consider approval of the following appointments:
  - a. The reappointment of Mr. Paul Summers to the Power Commission for a four-year term – Mr. Allen Johnson p. 23
  - b. The appointment of Mr. Jesse Bell to the Planning Commission to fill Mr. Mike Allen’s position and complete his term which expires July 1, 2018 – Mr. Chad Wilkinson p. 25
8. Consider approval of the purchase of a Dodge 3500 Dual Wheel one ton dump truck from Salt Lake Valley Chrysler, Dodge, Jeep and a nine-foot Holland flatbed body from Holland Equipment Company in the total amount of \$28,235 – Mr. Gary Blowers p. 27
9. Consider approval of the sale of property located at Lewis Park adjacent to Lot 502 of the Lewis Park Subdivision – Mr. Clinton Drake p. 29
10. Adjourn

  
City Recorder



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**Minutes of the  
BOUNTIFUL CITY COUNCIL**

December 13, 2016 – 6:07 p.m.

Present: Mayor Randy Lewis  
Councilmembers Kendalyn Harris, Beth Holbrook, John Marc Knight, John Pitt  
City Manager Gary Hill  
Asst. City Manager Galen Rasmussen  
City Attorney Clinton Drake  
City Engineer Paul Rowland  
City Planner Chad Wilkinson

Department Directors/Staff:  
Police Chief Tom Ross  
Parks Director Brock Hill  
Power Director Allen Johnson  
Power Operations Superintendent Brent Thomas  
Recording Secretary Nikki Dandurand

Excused: Councilmember Richard Higginson

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 Clipper and Standard Examiner.

**Work Session – 6:07 p.m.**  
**Planning Conference Room**

Mayor Lewis welcomed those in attendance, excused Councilman Higginson and called the session to order at 6:07 p.m. The first item discussed was Bountiful City’s ordinance that does not allow dogs in city parks. Mr. Brock Hill summarized Bountiful City’s current leash law as follows:

- No dogs in the cemetery (6-1-109(d)).
- No dogs in City parks (6-12-109(m)).
- Can walk a pet on sidewalks if leashed (6-2-109)

As a direct result of the current leash law, Bountiful City does not allow dogs or other animals in City parks and has no formal or developed facility for dog owners to take their animals for open off-leash exercise, play and social interaction. Social events and companion and service animals can be discussed moving forward. The Council asked about input from other cities, plans for a designated dog park, funding, waste stations, how to clarify the “off-leash” policy and where those areas are designated. Mr. Gary Hill suggested this item be discussed at the Council retreat in February, 2017. Mayor Lewis agreed and suggested a little more time would be good before discussing this item further. Councilwoman Harris moved to proceed with the draft ordinance and amend as needed. The Council and Mayor all agreed.

Mr. Brock Hill stated that in August 2016, staff met with a group of individuals representing

1 Bountiful youth baseball organizations, including recreation and competition teams, to discuss the  
2 scheduling and field use practices and policies. Items discussed included the existing field use policy,  
3 existing field scheduling procedures, the Mueller Park Baseball Association agreement, input for  
4 improvements to procedures and future field scheduling meetings. In September 2016, staff met with  
5 the City Council to discuss ball field scheduling and processes and to address concerns brought to the  
6 Council's attention by concerned citizens. The City Council and staff discussed ongoing concerns such  
7 as six-month scheduling instead of annual, use of Davis County School District property, priority  
8 scheduling list, implementing an online calendar for all to view and open use of the fields. Mr. Gary  
9 Hill stated that the Mueller Park scheduling was a big issue, but it has been addressed and resolved.

10  
11 **Regular Meeting – 7:08 p.m.**  
12 **City Council Chambers**  
13

14 Mayor Lewis called the meeting to order at 7:05 p.m. and welcomed those in attendance.  
15 Ethan Lanier, Boy Scout Troop 762, led the Pledge of Allegiance; Rotary member Chris Simonson,  
16 gave a prayer.  
17

18 **APPROVE MINUTES OF PREVIOUS MEETING NOVEMBER 22, 2016**

19 Mayor Lewis presented the minutes as printed. Councilwoman Harris moved to approve  
20 them as presented and Councilwoman Holbrook seconded the motion. Voting was unanimous with  
21 Councilpersons Harris, Holbrook, Knight and Pitt voting "aye".  
22

23 **COUNCIL REPORTS**

24 Councilwoman Harris welcomed all the scouts in attendance. Councilwoman Holbrook  
25 announced the Bar J Wranglers will be performing this Friday, December 16<sup>th</sup> at Viewmont High  
26 School and tickets are still available. No other reports were made.  
27

28 **BCYC REPORT**

29 Aliza Zobell, BCYC photographer, and Ethan Wait, Webmaster, stated the BCYC Christmas  
30 party is this week and they will also be ushering at the Bar J Wrangler performance this Friday.  
31 Some of the BCYC are planning to attend the USU Youth Council Training in March 2017.  
32

33 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID NOVEMBER 14,**  
34 **21, 28 & 30, 2016, AND THE OCTOBER FINANCIAL REPORT – MR. TYSON BECK**

35 Mayor Lewis presented the expenditures and October financial report and asked for a motion  
36 to approve. Councilman Pitt moved to approve the weekly expenditures and report as presented, and  
37 Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons Harris,  
38 Holbrook, Knight and Pitt voting "aye".  
39

40 **BRENT THOMAS RETIREMENT – MR. ALLEN JOHNSON**

41 Mr. Johnson spoke about Mr. Thomas, who is retiring from the Power Department after 45  
42 years. Mr. Johnson commended Mr. Thomas for his work with the Intermountain Power  
43 Superintendent Association, various utility duties, handling multiple weather related emergencies  
44 over the years and the great impact he had on the Department. Mr. Thomas and his wife said a few  
45 words and are very grateful for his job with the City.  
46

1 **VETERANS MEMORIAL LOCATION DISCUSSION – MR. GARY HILL**

2 Mr. Gary Hill asked to discuss the Veterans Memorial location because of lack of time in the  
3 work session held earlier tonight. Mr. Hill stated this issue has been on the table for some time, but  
4 due to funds and space, has never been completed. Mr. Hill made the recommendation to the Council  
5 and the Mayor to appoint a task force to pursue this issue. Some concerns that would be addressed  
6 would be where to put the memorial, maintenance, vandalism, etc. The Mayor and the Council all  
7 agreed to form a committee and three names were presented to be on that committee: Chris  
8 Simonson, Brock Hill and John Marc Knight. Those appointed tonight will work with the Council to  
9 get names of four others willing to serve on the committee. Councilwoman Holbrook moved to  
10 approve the three names and start the committee and Councilman Pitt seconded the motion. Voting  
11 was unanimous with Councilpersons Harris, Holbrook, Knight and Pitt voting “aye”.  
12

13 Mayor Lewis took a few moments to talk about the recent Mueller Park Jr. High active  
14 shooter incident and recognized Chief Ross and all those involved that day. Chief Ross stated that  
15 everyone did their part and the situation was resolved quickly. Mayor Lewis and Mr. Gary Hill also  
16 mentioned that favorable comments were received from the FBI and other national public safety  
17 agencies on the manner in which the Bountiful Police Department managed the event.  
18

19 **ANNUAL NOTICE OF CITY COUNCIL SCHEDULE OF MEETINGS – MR. GARY HILL**

20 Mr. Gary Hill stated this is the annual notice of City Council meetings. Councilman Knight  
21 moved to approve the notice and Councilwoman Holbrook seconded the motion. Voting was  
22 unanimous with Councilpersons Harris, Holbrook, Knight and Pitt voting “aye”.  
23

24 **ORDINANCE 2016-13 ESTABLISHING A BOUNTIFUL HISTORIC COMMISSION – MR.**  
25 **CLINT DRAKE**

26 Mr. Drake stated that the Bountiful Historic Preservation Commission was established by  
27 ordinance in 1988. A private historical society called the Bountiful Historic Preservation Foundation  
28 was organized in the early 2000s. Because the memberships and goals of the two organizations were  
29 nearly identical, the Bountiful City Council passed an Ordinance repealing the Bountiful Historic  
30 Preservation Commission in 2014. Since repealing the Ordinance, it has come to the attention of City  
31 Staff that certain federal grants are only available to Certified Local Governments. A Certified Local  
32 Government is a city or county that has been certified as eligible to apply for federal grants for  
33 historic preservation. The primary role of the Commission will be to promote the preservation of the  
34 City’s history and recommend to the City Council means for accomplishing this. Membership for the  
35 Commission will be as follows:

- 36 • Bountiful Mayor (ex-officio)
- 37 • One Councilmember
- 38 • Two professionals in the field of archeology, history, planning, etc., to extent they are  
39 available
- 40 • Two residents at large

41 With the exception of the Mayor and Councilmember, no two members may serve on the  
42 same board, commission or other leadership position within another organization while serving on  
43 the Commission. This is intended to avoid conflicts of interest. Councilman Pitt made a motion to  
44 approve Ordinance 2016-13 and Councilwoman Harris seconded the motion. Voting was unanimous  
45 with Councilpersons Harris, Holbrook, Knight and Pitt voting “aye”.  
46

1 **PRELIMINARY AND FINAL SITE PLAN REVIEW FOR 60-UNIT MULTI-FAMILY**  
2 **DEVELOPMENT – MR. CHAD WILKINSON**

3 Mr. Wilkinson explained that the property located at 830 North 500 West was recently the  
4 subject of a zone change to RM-19 which allows multifamily development subject to site plan review  
5 and approval by the Planning Commission and City Council. The Planning Commission recommends  
6 approval of the request for preliminary and final site plan review subject to the following conditions:

- 7 1. Complete any and all redline corrections.  
8 2. Prior to issuance of a building permit, complete the following:  
9 a. Consolidate the parcels and complete any proposed parcel boundary  
10 adjustments.  
11 b. Submit a final landscape plan meeting the requirements of Chapter 16 of the  
12 Bountiful City Zoning Ordinance.  
13 c. Any modifications required by conditions of the Planning Commission and  
14 City Council.

15 Councilwoman Holbrook made a motion approve the preliminary and final site plans and  
16 Councilman Pitt seconded the motion. Voting was unanimous with Councilpersons Harris,  
17 Holbrook, Knight and Pitt voting “aye”.

18  
19 **PRELIMINARY SITE PLAN REVIEW FOR A PROPOSED MODIFICATION TO AN**  
20 **EXISTING COMMERCIAL SITE – MR. CHAD WILKINSON**

21 Mr. Wilkinson stated that the applicant is requesting preliminary site plan approval for  
22 modification to the existing 5<sup>th</sup> South Plaza. The proposal includes the removal of the existing  
23 building currently occupied by the Barbacoa restaurant and the construction of a new 4,000 square  
24 foot building closer to 500 South. The proposal also includes the reconfiguration of the on-site  
25 parking, removal of a driveway on 500 South and updates to the façade of the existing buildings on  
26 site. Councilwoman Holbrook asked if any other parking changes are needed, would another full  
27 analysis be required. Mr. Wilkinson replied it depends on the intended use. One of the predominant  
28 issues with the current proposal is parking. The Code allows for the approving authority to reduce the  
29 required parking for uses that have varying intensities during the course of the day. Based on the  
30 analysis the peak demand was for 94 spaces with the peak occurring at approximately 6:30 pm. The  
31 applicant is requesting that the City Council approve a reduction in parking from 201 to 112 based on  
32 the results of the parking study. The City Planner and Engineer have reviewed the request and  
33 recommend approval of the reduction with one stipulation. Since the parking study was based on  
34 existing uses, any new proposed use in the center may require additional parking analysis prior to  
35 approval. Councilwoman Harris made a motion approve the preliminary site plan review and  
36 Councilwoman Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris,  
37 Holbrook, Knight and Pitt voting “aye”.

38  
39 **BIENNIAL REVIEW OF MODERATE INCOME HOUSING ELEMENT OF THE**  
40 **GENERAL PLAN – MR. CHAD WILKINSON**

41 Mr. Wilkinson stated that the Utah Code Section 10-9a-408 requires that every municipality  
42 review the implementation of the moderate income housing element of the General Plan every two  
43 years and produce a report detailing the findings of the review. The proposed 2016 Biennial  
44 Moderate Income Housing Report for Bountiful City was included in the Council packet for this  
45 meeting. Mr. Wilkinson recommends to the Council to accept the 2016 Biennial Moderate Income  
46 Housing Report and authorize staff to forward a copy to the Department of Workforce Services and

1 the local association of governments as required by State law. Councilman Knight made a motion to  
2 approve the report and Councilwoman Holbrook seconded the motion. Voting was unanimous with  
3 Councilpersons Harris, Holbrook, Knight and Pitt voting “aye”.  
4

5 Mayor Lewis asked for a motion to adjourn the regular session of City Council and move into  
6 an RDA meeting. Councilman Pitt made a motion to adjourn the meeting and Councilwoman  
7 Holbrook seconded the motion. The regular session of the City Council was adjourned at 8:20 p.m.  
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*Mayor Randy Lewis*

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*City Recorder*



# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000.00 paid  
December 5, 12, 19 & 26, 2016

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** January 3, 2017



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## **Background**

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

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

## **Analysis**

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

## **Department Review**

This report was prepared and reviewed by the Finance Department.

## **Significant Impacts**

None

## **Recommendation**

Council should review the attached expenditures.

## **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid December 5, 12, 19 & 26, 2016.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid December 5, 2016**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
8329	ALDAVE & ASSOC. LC	Engineering	10.4450.431000.	Profess & Tech Services	\$ 3,875.00	193632	11292016	Structural Plan Review Comments
1078	ALL STAR STRIPING, LLC	Streets	10.4410.448000.	Operating Supplies	3,198.56	193633	4347	Road Striping/ School Stencil/Cross Walk
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	193636	83Z20816	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	193636	83Z20916	Tree Trimming
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	30,799.44	193641	22407	Road Salt
1507	BURT BROTHERS TIRE	Light & Power	53.5300.448635.	Vehicles	1,570.03	193644	3-GS166566	Tire Service
1596	CATE RENTAL & SALES	Storm Water	49.4900.474600.	Vehicles	233,120.00	193646	Q53750	Street Sweeper
1602	CDW GOVERNMENT, INC.	Information Technology	10.4136.429300.	Computer Hardware	2,129.54	193647	GCG6423	Firewall Applications
1602	CDW GOVERNMENT, INC.	Information Technology	10.4136.429300.	Computer Hardware	3,300.00	193647	FZD4218	2 Cisco Firewall Applications
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,578.45	193648	11222016	Acct# 801-578-0401 452B
1767	CONTEMPORARY IMAGE	Water	51.5100.448000.	Operating Supplies	1,342.75	193655	32735	Work Shirts
8028	CRACAR CONSTRUCTION	Parks	45.4510.473100.	Improv Other Than Bldgs	396,469.14	193657	12012016	Application #5 for job #1806
1975	DLT SOLUTIONS, INC.	Light & Power	53.5300.429300.	Computer	2,382.87	193662	SI341271	Autodesk Software
2199	FORCE AMERICA, INC.	Streets	10.4410.425000.	Equip Supplies & Maint	1,051.20	193672	IN001-1100244	Hydraulic Parts for truck
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	193687	SLC12160193	Custodial Services
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,025.19	193697	S102003205.001	PRV Parts
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,380.46	193697	S102003173.001	PRV Parts
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,598.10	193697	S102003183.001	PRV Parts
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,982.78	193697	S102003197.001	PRV Parts
3365	OLD DOMINION BRUSH	Storm Water	49.4900.425000.	Equip Supplies & Maint	3,047.99	193704	0097635-IN	Sweeper Parts
3395	OVERHEAD DOOR CO	Water	51.5100.426000.	Bldg & Grnd Suppl & Maint	1,886.50	193705	38397	Garage Door Repair
5553	PURCELL TIRE AND SERVICE	Streets	10.4410.425000.	Equip Supplies & Maint	1,224.54	193713	2845935	Tire Service
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.448614.	Plant Equipment Repairs	5,601.00	193725	AFS19000131	Labor for #1 Turbine gas
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	2,315.75	193729	1401827	Chlorine
4334	USDA-FOREST SERVICE	Light & Power	53.5300.448627.	Echo Hyrdo	3,063.09	193735	BF041901W0035	Special uses for Powerlines for 2017
4533	WEBER BASIN WATER CO	Water	51.5100.461400.	Purchase Of Water	170,170.00	193744	0043974-IN	Annual Water Charge for 2017
4535	WEBER RIVER WATER US	Light & Power	53.5300.448627.	Echo Hyrdo	38,707.94	193745	12-1815	FY16 Budget True up
4567	WESTERN REFUSE & REC	Sanitation	58.5800.425000.	Equip Supplies & Maint	4,770.00	193747	145014	Hydraulic Cylinder for Garbage Truck
<b>TOTAL:</b>					<u>\$ 931,646.12</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid December 12, 2016**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5368	ACE DISPOSAL INC	Recycling	48.4800.431550.	Recycling Collection Service	\$ 31,670.31	193749	12012016	November 2016 Recycling
1211	ASPHALT MATERIALS INC	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,143.80	193757	72414	Patching
1271	BAR-J-WRANGLERS	Legislative	10.4110.492080.	Contr-Bntfl Comm Serv Council	7,500.00	193759	12072016	Performance contract
5499	BIG T RECREATION	Parks	45.4510.473100.	Improv Other Than Bldgs	8,811.32	193763	2720	Creekside Park Benches
1447	BP ENERGY COMPANY	Light & Power	53.5300.448611.	Natural Gas	1,197.21	193768	1419409	Natrual Gas
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	20,307.51	193769	22582	Road Salt
1393	BTS LANDSCAPING PROD	Landfill	57.5700.462400.	Contract Equipment	13,238.75	193770	21562	Landfill Green Waste Grinding
1393	BTS LANDSCAPING PROD	Landfill	57.5700.462400.	Contract Equipment	19,435.25	193770	21565	Grinding
2523	HONNEN EQUIPMENT COMP	Streets	10.4410.425000.	Equip Supplies & Maint	4,095.18	193818	810713	Cylinder Repair
2562	HYDRO SPECIALTIES CO	Water	51.5100.448650.	Meters	5,638.00	193821	19011	Meters
2639	INTERSTATE BATTERY	Golf Course	55.5500.425100.	Special Equip Maintenance	1,259.40	193828	10020274	Batteries
2765	JP ELECTRICAL, LC	Police	45.4210.474500.	Machinery & Equipment	2,137.00	193834	15005	Run New Wire for Fountain
2799	KELLERSTRASS ENTERPR	Streets	10.4410.425000.	Equip Supplies & Maint	13,539.51	193836	819347	Fuel & Oil
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	1,810.06	193839	342737	Road Base
2987	M.C. GREEN & SONS INC	Water	51.5100.473110.	Water Mains	175,372.79	193845	3413	Creekside Asst.Living/Pages Hollow/Golf Course
6273	MASTER BRANDS, INC	Light & Power	53.5300.445202.	Uniforms	1,448.01	193846	51881	Carhart Pants
6330	MGB+A INC	Parks	45.4510.473100.	Improv Other Than Bldgs	2,467.50	193850	2016-266	Millcreek Park Project
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,521.31	193855	S102041590.001	Repair Couplings/ Joints
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,678.98	193855	S102029479.001	Parts
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,680.48	193855	S102029515.001	Dist. Materials
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	4,850.00	193855	S102030117.001	Repair Clamps
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448613.	Plant	1,260.56	193873	120120168C	Acct# 1067495449
5281	QUESTAR GAS COMPANY	Police	10.4210.427000.	Utilities	3,335.05	193873	12012016G	Acct# 3401140000
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448611.	Natural Gas	10,376.99	193873	12052016	Acct# 6056810000
3649	RASMUSSEN EQUIPMENT	Water	51.5100.448000.	Operating Supplies	1,099.00	193874	10059685	Parts for Pumps
3649	RASMUSSEN EQUIPMENT	Water	51.5100.448000.	Operating Supplies	1,613.56	193874	10059882	Pumps
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,024.80	193882	259	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,031.10	193882	262	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,040.90	193882	260	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,059.80	193882	257	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,070.30	193882	258	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,075.20	193882	256	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,084.65	193882	265	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,110.55	193882	263	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,171.80	193882	250	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,175.65	193882	255	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,180.55	193882	251	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,183.35	193882	253	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,215.55	193882	254	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,216.25	193882	252	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,242.85	193882	264	Ice Melt/ Blue Salt
7165	SALTWORX, LLC	Streets	10.4410.441100.	Special Highway Supplies	1,311.10	193882	261	Ice Melt/ Blue Salt
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.474505.	M&E Plant	12,271.00	193892	AFS19000266	Peaker Plant
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.474505.	M&E Plant	17,039.00	193892	AFS19000265	Peaker Plant
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.474505.	M&E Plant	23,991.00	193892	AFS19000264	Peaker Plant
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.474505.	M&E Plant	31,260.00	193892	AFS19000263	Peaker Plant
4026	STAKER & PARSONS	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	1,148.80	193896	4212441	Golf Course Sand
4064	STEVE REGAN CO	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	3,993.02	193899	782449	Soil/ Sprinkler Supplies/ Sod
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	2,315.38	193903	1403720	Chlorine
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,265.65	193907	0251474	Fleet Hydro Oil
4229	TOM RANDALL DIST. CO	Golf Course	55.5500.425000.	Equip Supplies & Maint	1,661.20	193907	0251234	Oil
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	12,736.37	193907	0251243	Fuel
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,480.67	193924	9775806107	Acct# 771440923-00001
<b>TOTAL :</b>					<u>\$ 465,844.02</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid December 19, 2016**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1105	ALTEC INDUSTRIES, INC	Light & Power	53.5300.448635.	Vehicles	2,421.19	193937	50059078	Augev Extention
7666	AMERICAN CHILLER MECHANICAL	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,196.48	193939	8039	Water Pump Leaking// Maintenance
7666	AMERICAN CHILLER MECHANICAL	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	2,167.86	193939	8038	Damper Motor gone bad// Maintenance
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,084.24	193942	84T31316	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,084.24	193942	84T31416	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,931.36	193942	85K82516	Tree Timming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	193942	85K82416	Tree Trimming
1262	BALL HORTICULTURAL	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,561.66	193943	96403281	Ball See Distribution Plant/ Seed
1395	BODY WORKS UNLIMITED	Liability Insurance	63.6300.451150.	Liability Claims/Deductible	2,467.15	193945	2271	Repair to Police Vehicle
1415	BOUNTIFUL DAVIS ARTS	Legislative	10.4110.492010.	Contr-Btfl/Davis Art Ctr	30,000.00	193946	12162016	Arts Program
1890	DAVIS COUNTY HEALTH	Water	51.5100.431000.	Profess & Tech Services	3,024.00	193964	IN0002434	Lab Fees// Acct# AR0001475
1969	DIVERSIFIED INSPECTION	Light & Power	53.5300.448635.	Vehicles	2,755.00	193966	271408	Truck Inspection
8138	ENTELEN DESIGN-BUILD	Redevelopment Agency	73.7300.426100.	Special Projects	30,759.55	193970	11302016	Construction Bond Payment #3
2386	HABITAT PRESERVES	Redevelopment Agency	73.7300.431000.	Profess & Tech Services	1,240.00	193980	2402	Tree Trimming
2481	HIGH TECH TURBO	Streets	10.4410.425000.	Equip Supplies & Maint	1,000.00	193984	89281	Power Fleet Repairs
2523	HONNEN EQUIPMENT COM	Streets	10.4410.425000.	Equip Supplies & Maint	1,184.45	193986	814716	Cylinder Rebuild
4844	LEGACY EQUIPMENT	Sanitation	58.5800.425000.	Equip Supplies & Maint	3,351.00	193994	77611	Sanitation Fleet
5292	PARR, BROWN, GEE	Legal	10.4120.431000.	Profess & Tech Services	1,480.00	194011	834614	Legal Consultation
5553	PURCELL TIRE AND SERV	Streets	10.4410.425000.	Equip Supplies & Maint	1,166.46	194017	2846404	Tire Service
5553	PURCELL TIRE AND SERV	Sanitation	58.5800.425000.	Equip Supplies & Maint	2,082.01	194017	2846442	Tire Service
3791	RUSH TRUCK CENTER	Light & Power	53.5300.448635.	Vehicles	3,209.44	194023	3004767176	Services for Large Equipment
3830	SALT LAKE COMMUNITY	Light & Power	53.5300.423001.	Education Benefit	1,464.00	194025	SCE17-71	Apprenticeships
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	1,210.82	194036	1404024	T-Floc & Caustic
4401	UTAH SAFETY COUNCIL	Light & Power	53.5300.445201.	Safety Equipment	16,871.00	194044	10207	Automated External Defibrillators
4450	VERIZON WIRELESS	Light & Power	53.5300.448641.	Communication Equipment	2,063.47	194045	9776193966	Acct# 371517689-00001
4555	WEST, ALAN M	Computer Maintenance	61.6100.429300.	Computer Hardware	1,516.43	194047	12162016	Reimbursed for Cell Phone/Parking for Training/CPU
<b>TOTAL:</b>					<u>130,432.21</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid December 26 2016**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	1,216.47	194061	343257	ROAD BASE
3899	SHERRILL, INC.	Light & Power	53.5300.448636.	Special Equipment	1,202.15	194069	INV-361436	ROPE, BLADES, BLOCK
4341	UTAH ASSOCIATED MUN	Light & Power	53.5300.448621.	Power Purch IPP	1,291.48	194072	12232016	DEC PAYMENT
4341	UTAH ASSOCIATED MUN	Light & Power	53.5300.448622.	Power Purch San Juan	161,078.79	194072	12232016	DEC PAYMENT
4341	UTAH ASSOCIATED MUN	Light & Power	53.5300.448620.	Power Purch CRSP	355,821.57	194072	12232016	DEC PAYMENT
4341	UTAH ASSOCIATED MUN	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool, etc)	360,732.48	194072	12232016	DEC PAYMENT
<b>TOTAL:</b>					<u><u>881,342.94</u></u>			



# City Council Staff Report

**Subject:** November 2016 Financial Reports  
**Author:** Tyson Beck, Finance Director  
**Department:** Finance  
**Date:** January 3, 2017



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## **Background**

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

## **Analysis**

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period.

## **Department Review**

These reports were prepared and reviewed by the Finance Department.

## **Significant Impacts**

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

## **Recommendation**

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

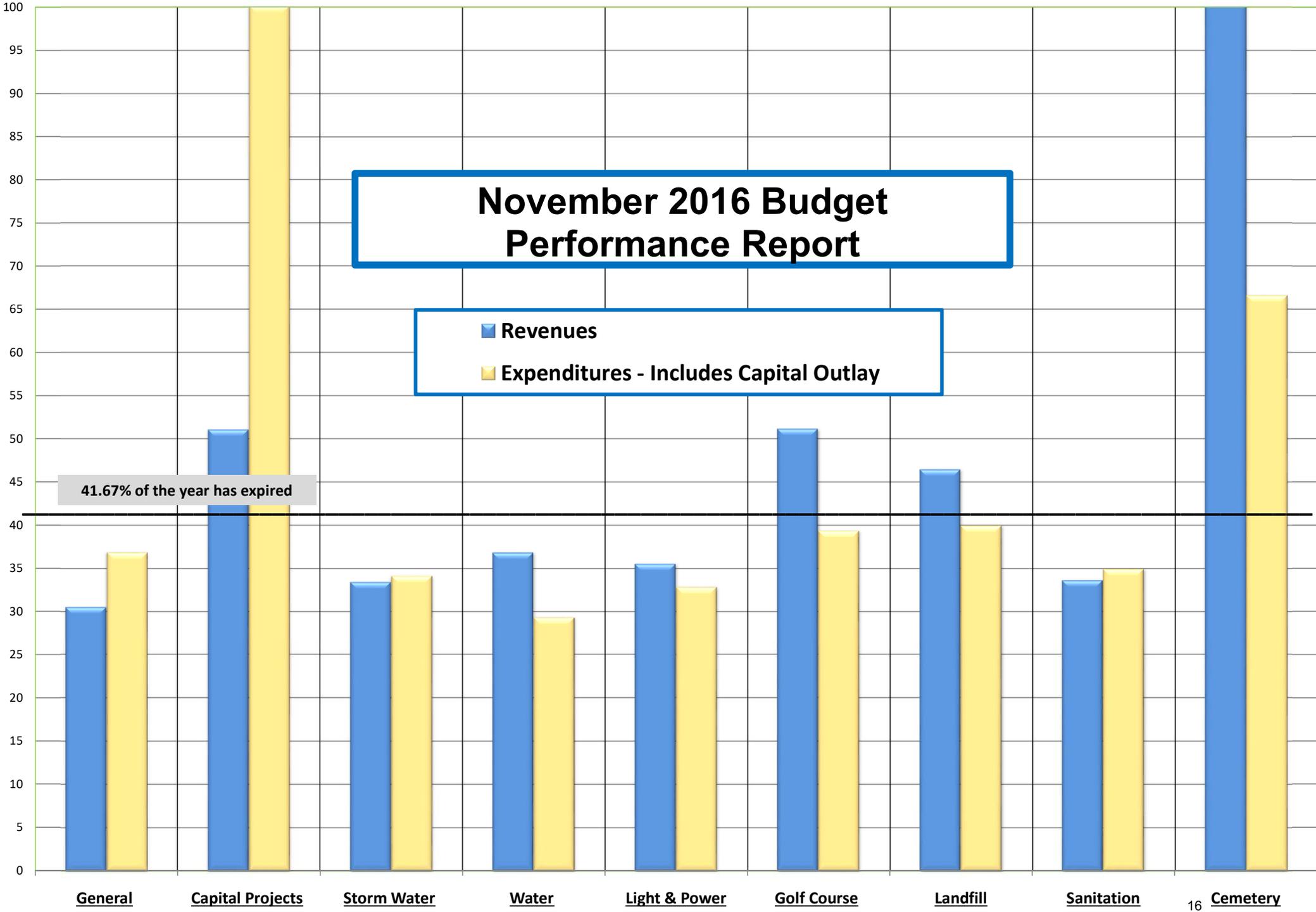
## **Attachments**

- November 2016 Fiscal YTD Revenue & Expense Report – FY2017

# November 2016 Budget Performance Report

■ Revenues  
■ Expenditures - Includes Capital Outlay

41.67% of the year has expired



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City of Bountiful, UT  
NOVEMBER 2016 YTD REVENUE REPORT-FY2017

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FOR 2017 05

JOURNAL DETAIL 2017 1 TO 2017 5

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-16,629,878	-16,629,878	-5,109,711.06	-1,804,666.71	.00	-11,520,166.94	30.7%
30 DEBT SERVICE	-248,900	-248,900	-366.04	4.26	.00	-248,533.96	.1%
44 MUNICIPAL BUILDING AUTHORITY	-208,777	-208,777	-170,467.60	-160.00	.00	-38,309.40	81.7%
45 CAPITAL IMPROVEMENT	-6,373,560	-6,373,560	-3,265,406.88	-316,616.37	.00	-3,108,153.12	51.2%
48 RECYCLING	-418,250	-418,250	-137,635.17	-35,024.30	.00	-280,614.83	32.9%
49 STORM WATER	-1,375,404	-1,375,404	-462,111.66	-118,354.62	.00	-913,292.34	33.6%
51 WATER	-5,314,960	-5,314,960	-1,964,062.63	-368,788.50	.00	-3,350,897.37	37.0%
53 LIGHT & POWER	-29,670,903	-29,670,903	-10,594,264.77	-2,082,657.76	.00	-19,076,638.23	35.7%
55 GOLF COURSE	-1,614,578	-1,614,578	-828,022.25	-60,984.02	.00	-786,555.75	51.3%
57 LANDFILL	-1,224,964	-1,224,964	-570,585.28	-113,245.19	.00	-654,378.72	46.6%
58 SANITATION	-1,016,572	-1,016,572	-344,004.19	-90,208.56	.00	-672,567.81	33.8%
59 CEMETERY	-499,252	-499,252	-4,255,070.55	-41,750.92	.00	3,755,818.55	852.3%
61 COMPUTER MAINTENANCE	-38,619	-38,619	-38,521.49	-54.71	.00	-97.51	99.7%
63 LIABILITY INSURANCE	-528,054	-528,054	-358,858.42	-2,678.84	.00	-169,195.58	68.0%
64 WORKERS' COMP INSURANCE	-278,836	-278,836	-104,795.58	-21,669.07	.00	-174,040.42	37.6%
72 RDA REVOLVING LOAN FUND	-294,945	-294,945	-512,275.29	-147,001.34	.00	217,330.29	173.7%
73 REDEVELOPMENT AGENCY	-3,117,953	-3,117,953	-14,710.66	-5,133.36	.00	-3,103,242.34	.5%
74 CEMETERY PERPETUAL CARE	0	0	-21,705.69	-3,285.54	.00	21,705.69	100.0%
78 LANDFILL TRUST	0	0	-3,581.18	-757.04	.00	3,581.18	100.0%
83 RAP TAX	-451,000	-451,000	-133,343.12	-47,660.09	.00	-317,656.88	29.6%
92 OPEB TRUST	0	0	-1,347.73	2,277.90	.00	1,347.73	100.0%
99 INVESTMENT	0	0	335,716.47	219,865.24	.00	-335,716.47	100.0%
GRAND TOTAL	-69,305,405	-69,305,405	-28,555,130.77	-5,038,549.54	.00	-40,750,274.23	41.2%

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City of Bountiful, UT  
NOVEMBER 2016 YTD EXPENSE REPORT-FY2017

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FOR 2017 05

JOURNAL DETAIL 2017 1 TO 2017 5

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>10 GENERAL FUND</b>							
4110 Legislative	646,469	646,469	203,789.45	17,916.67	.00	442,679.55	31.5%
4120 Legal	457,235	457,235	112,401.74	20,635.16	.00	344,833.26	24.6%
4130 Executive	168,967	168,967	53,910.37	14,404.89	.00	115,056.63	31.9%
4134 Human Resources	133,664	133,664	51,576.36	11,321.47	.00	82,087.64	38.6%
4136 Information Technology	400,586	400,586	152,564.30	33,074.95	.00	248,021.70	38.1%
4140 Finance	403,479	403,479	155,562.49	24,503.24	.00	247,916.51	38.6%
4143 Treasury	295,694	295,694	97,958.17	5,526.18	.00	197,735.83	33.1%
4160 Government Buildings	131,695	131,695	60,792.03	7,543.75	.00	70,902.97	46.2%
4210 Police	5,961,923	5,961,923	2,143,989.67	443,550.55	.00	3,817,933.33	36.0%
4215 Reserve Officers	43,562	43,562	2,202.38	524.25	.00	41,359.62	5.1%
4216 Crossing Guards	143,649	143,649	47,300.61	14,648.56	.00	96,348.39	32.9%
4217 PROS	314,723	314,723	129,164.60	29,055.41	.00	185,558.40	41.0%
4218 Liquor Control	51,700	51,700	11,639.29	2,521.01	.00	40,060.71	22.5%
4219 Enhanced 911	595,000	595,000	219,795.22	42,131.97	.00	375,204.78	36.9%
4220 Fire	2,098,000	2,098,000	1,035,353.56	.00	.00	1,062,646.44	49.3%
4410 Streets	3,135,085	3,135,085	1,047,444.44	169,108.57	.00	2,087,640.56	33.4%
4450 Engineering	653,211	653,211	226,581.54	45,103.30	.00	426,629.46	34.7%
4510 Parks	914,287	914,287	371,471.10	96,377.88	.00	542,815.90	40.6%
4610 Planning	222,251	222,251	81,510.17	14,915.59	.00	140,740.83	36.7%
TOTAL GENERAL FUND	16,771,180	16,771,180	6,205,007.49	992,863.40	.00	10,566,172.51	37.0%
<b>30 DEBT SERVICE</b>							
4710 Debt Sevice	248,900	248,900	257,167.49	30.53	.00	-8,267.49	103.3%
TOTAL DEBT SERVICE	248,900	248,900	257,167.49	30.53	.00	-8,267.49	103.3%
<b>44 MUNICIPAL BUILDING AUTHORITY</b>							
4110 Legislative	208,777	208,777	234.25	31.25	.00	208,542.75	.1%
4400 Municipal Building Authority	0	0	650,000.00	.00	.00	-650,000.00	100.0%
TOTAL MUNICIPAL BUILDING AUTHORITY	208,777	208,777	650,234.25	31.25	.00	-441,457.25	311.4%
<b>45 CAPITAL IMPROVEMENT</b>							

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City of Bountiful, UT  
NOVEMBER 2016 YTD EXPENSE REPORT-FY2017

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FOR 2017 05

JOURNAL DETAIL 2017 1 TO 2017 5

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4100	Non-Departmental	0	0	7,497.09	1,379.56	.00	-7,497.09	100.0%
4110	Legislative	950,000	950,000	4,036,343.28	.00	.00	-3,086,343.28	424.9%
4130	Executive	0	0	3,694.29	.00	.00	-3,694.29	100.0%
4136	Information Technology	55,000	55,000	21,756.73	.00	.00	33,243.27	39.6%
4160	Government Buildings	25,000	25,000	.00	.00	.00	25,000.00	.0%
4210	Police	532,000	532,000	75,450.84	.00	.00	456,549.16	14.2%
4410	Streets	1,461,560	1,461,560	652,782.49	74,724.00	.00	808,777.51	44.7%
4510	Parks	3,250,000	3,250,000	1,487,431.02	309,106.81	.00	1,762,568.98	45.8%
	TOTAL CAPITAL IMPROVEMENT	6,273,560	6,273,560	6,284,955.74	385,210.37	.00	-11,395.74	100.2%
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48	RECYCLING							
4800	Recycling	418,250	418,250	134,168.72	33,233.92	.00	284,081.28	32.1%
	TOTAL RECYCLING	418,250	418,250	134,168.72	33,233.92	.00	284,081.28	32.1%
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49	STORM WATER							
4900	Storm Water	1,375,403	1,375,403	472,122.36	60,768.53	.00	903,280.64	34.3%
	TOTAL STORM WATER	1,375,403	1,375,403	472,122.36	60,768.53	.00	903,280.64	34.3%
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51	WATER							
5100	Water	5,314,961	5,314,961	1,566,510.98	237,546.37	.00	3,748,450.02	29.5%
	TOTAL WATER	5,314,961	5,314,961	1,566,510.98	237,546.37	.00	3,748,450.02	29.5%
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53	LIGHT & POWER							
5300	Light & Power	29,670,903	29,670,903	9,797,926.43	2,003,272.04	.00	19,872,976.57	33.0%
	TOTAL LIGHT & POWER	29,670,903	29,670,903	9,797,926.43	2,003,272.04	.00	19,872,976.57	33.0%
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55	GOLF COURSE							

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City of Bountiful, UT  
NOVEMBER 2016 YTD EXPENSE REPORT-FY2017

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FOR 2017 05		JOURNAL DETAIL 2017 1 TO 2017 5						
55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,614,577	1,614,577	637,651.15	103,679.78	.00	976,925.85	39.5%
	TOTAL GOLF COURSE	1,614,577	1,614,577	637,651.15	103,679.78	.00	976,925.85	39.5%
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57	LANDFILL							
5700	Landfill	1,224,964	1,224,964	491,313.34	82,380.37	.00	733,650.66	40.1%
	TOTAL LANDFILL	1,224,964	1,224,964	491,313.34	82,380.37	.00	733,650.66	40.1%
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58	SANITATION							
5800	Sanitation	1,016,572	1,016,572	357,065.19	116,157.01	.00	659,506.81	35.1%
	TOTAL SANITATION	1,016,572	1,016,572	357,065.19	116,157.01	.00	659,506.81	35.1%
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59	CEMETERY							
5900	Cemetery	499,253	499,253	333,099.52	44,379.57	.00	166,153.48	66.7%
	TOTAL CEMETERY	499,253	499,253	333,099.52	44,379.57	.00	166,153.48	66.7%
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61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	38,619	38,619	5,972.40	1,320.00	.00	32,646.60	15.5%
	TOTAL COMPUTER MAINTENANCE	38,619	38,619	5,972.40	1,320.00	.00	32,646.60	15.5%
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63	LIABILITY INSURANCE							
6300	Liability Insurance	528,052	528,052	390,265.24	3,992.42	.00	137,786.76	73.9%
	TOTAL LIABILITY INSURANCE	528,052	528,052	390,265.24	3,992.42	.00	137,786.76	73.9%
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64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT  
NOVEMBER 2016 YTD EXPENSE REPORT-FY2017

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FOR 2017 05		JOURNAL DETAIL 2017 1 TO 2017 5						
64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	278,838	278,838	118,020.39	8,405.45	.00	160,817.61	42.3%
	TOTAL WORKERS' COMP INSURANCE	278,838	278,838	118,020.39	8,405.45	.00	160,817.61	42.3%
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72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	294,945	294,945	976.62	201.43	.00	293,968.38	.3%
	TOTAL RDA REVOLVING LOAN FUND	294,945	294,945	976.62	201.43	.00	293,968.38	.3%
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73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	3,117,953	3,117,953	350,851.92	185,575.78	.00	2,767,101.08	11.3%
	TOTAL REDEVELOPMENT AGENCY	3,117,953	3,117,953	350,851.92	185,575.78	.00	2,767,101.08	11.3%
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74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	0	0	1,458,339.47	16.92	.00	-1,458,339.47	100.0%
	TOTAL CEMETERY PERPETUAL CARE	0	0	1,458,339.47	16.92	.00	-1,458,339.47	100.0%
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83	RAP TAX							
8300	RAP Tax	451,000	451,000	20,990.45	74.34	.00	430,009.55	4.7%
	TOTAL RAP TAX	451,000	451,000	20,990.45	74.34	.00	430,009.55	4.7%
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92	OPEB TRUST							
9200	OPEB Trust	0	0	30,636.27	6,134.40	.00	-30,636.27	100.0%
	TOTAL OPEB TRUST	0	0	30,636.27	6,134.40	.00	-30,636.27	100.0%
GRAND TOTAL		69,346,707	69,346,707	29,563,275.42	4,265,273.88	.00	39,783,431.58	42.6%

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# City Council Staff Report



**Subject:** Reappointment Paul Summers to Power Commission  
**Author:** Allen Ray Johnson  
**Department:** Light & Power  
**Date:** January 24, 2017

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## **Background**

The Power Commission is made up of seven individuals, one of whom is a City Council member. The appointees, other than the City Council member, serve for a period of four years, at the end of which they need to be reappointed or replaced. Paul Summers was originally appointed in January of 2003 through March 2006 and was reappointed in January 2013. His current term is ending and needs to be reappointed.

## **Analysis**

Paul Summers has served well on the Power Commission for the past four years. Mr. Summers has indicated he would like to continue his service on the Power Commission.

## **Department Review**

This re-appointment was reviewed by the City Manager and Mayor Lewis.

## **Recommendation**

Council should approve the reappointment of Paul Summers as a member of the Power Commission for a four-year term, ending on January 2020.

## **Significant Impacts**

None

## **Attachments**

None



# City Council Staff Report



**Subject:** Appointment of Mr. Jesse Bell to Planning Commission  
**Author:** Chad Wilkinson, Planning Director  
**Department:** Planning  
**Date:** January 10, 2017

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## **Background**

After 14 years of honorable service, Mr. Mike Allen recently resigned from his position on the Bountiful City Planning Commission. Mike served Bountiful well and his resignation has created the need to appoint a new Planning Commissioner for the first time in several years. The Planning Commission is made up of seven individuals, one of whom is a City Council member. The appointees, other than the City Council member, serve for a period of four years and can be reappointed by the Mayor with the advice and consent of Council to serve successive terms. The zoning ordinance specifies that Planning Commission terms expire on July 1<sup>st</sup>. The person appointed to fill Mr. Allen's position on the Planning Commission would complete Mike's current term (which expires on July 1, 2018) and could be reappointed to serve successive terms with the consent of the Mayor and Council.

Bountiful resident Jesse Bell has expressed an interest in serving on the Commission and fill the remainder of Mr. Allen's unexpired term. Mr. Bell is an experienced landscape architect and has worked in the past for MGB+A and Logan Simpson Design, including working on projects for Bountiful City. He is currently employed in the mortgage loan industry. Jesse has lived in Bountiful for over 10 years and has served as the Chairman for the Bountiful City Trails Committee since 2015.

## **Analysis**

Mr. Bell's experience and knowledge of site design will be an asset to the Planning Commission and his service with the trails committee has demonstrated his commitment to Bountiful City.

## **Department Review**

This recommended appointment was reviewed by the Planning Director and City Manager. In addition, Mayor Lewis has met with Mr. Bell and recommends his appointment to the Commission.

## **Recommendation**

Council should approve the appointment

## **Significant Impacts**

None



# City Council Staff Report



**Subject: Purchase of a One Ton Truck Chassis and Flat Bed**

**Author: Gary Blowers**

**Department: Landfill**

**Date: January 10, 2017**

## **Background**

The Landfill would like to replace a 14 year old one ton truck. This truck is used for hauling fuel from the Street Department to the Landfill to fuel the Landfill Equipment. It is used to pick up debris for litter control.

## **Analysis**

Staff requested competitive price quotes from State Contracts and Local Dealers. Listed below are the quotes for the Chassis and Body.

### **Chassis**

Salt Lake Valley Chrysler/Dodge/Jeep \$25,288  
Performance Ford Bountiful \$28,085  
Young Chevrolet \$28,469  
Ken Garff Ford \$30,414

### **Body**

Holland Equipment Co. \$2,947  
Semi Service Inc. \$3,034  
Williamsen-Godwin \$3,955  
Legacy Equipment \$4,900

## **Department Review**

This report was reviewed by the Landfill Department and the City Manager.

## **Recommendation**

Staff recommends the Council approve the purchase of the Dodge 3500 Dual Wheel One Ton Dump Truck Chassis on the State Contract from Salt Lake Valley Chrysler, Dodge, Jeep for \$25,288 and the 9' Holland Flat Bed Body from Holland Equipment Co. for \$2,947.

## **Significant Impacts**

The Landfill Department FY 2017 budget for the truck is \$35,000. The actual cost is

One Ton Truck	\$25,288
Flat Bed Body	\$ <u>2,947</u>
Total	\$28,235

## **Attachments**

None (contract is available for review if desired)



# City Council Staff Report

**Subject: Sale of Real Property Located at Lewis Park**  
**Author: Clinton Drake**  
**Department: Legal**  
**Date: January 10, 2017**



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## **Background**

The City has received an offer from Perry Homes to purchase a small portion (approximately 6,300 square feet) of unimproved land on the east side of Lewis Park (the "Property"). The Property was not developed with the rest of Lewis Park because of a significant grade change between the Property and the rest of Lewis Park. Perry Homes is seeking to purchase the Property and combine it with the vacant lot immediately to the east of the Property (325 Maxine Court, Lot 502 of the Lewis Park Subdivision).

## **Analysis**

The Property has not been utilized by the City since the development of Lewis Park. Selling the Property and consolidating it with the abutting lot will create a larger lot with more flexible options for home designs.

## **Department Review**

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

## **Significant Impacts**

There are no significant impacts.

## **Recommendation**

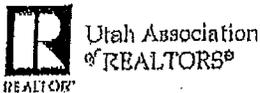
It is recommended that the City Council approve sale of the Property.

## **Attachments**

Real estate purchase contract

Aerial photograph showing lot and property to be sold

Photograph taken from the Lewis Park parking lot showing property to be sold



# REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

## EARNEST MONEY RECEIPT

Buyer Perry Development LLC offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$ 500.00 in the form of CHECK which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: \_\_\_\_\_ on \_\_\_\_\_ (Date)  
(Signature of agent/broker acknowledges receipt of Earnest Money)

Brokerage: Meridian Title Company Phone Number: 801-264-8800

## OFFER TO PURCHASE

1. PROPERTY: Portion of Real Property behind lot 502 Lewis Park Subdivision - (6383 S.F. plus or minus)  
also described as: 6383 Sq. Ft ± - See Attached Legal Desc. as Addend. # 1 of 1a  
City of Bountiful County of Davis State of Utah, ZIP 84010 (the "Property").

1.1 Included Items. (specify) \_\_\_\_\_

1.2 Water Rights/Water Shares. The following water rights and/or water shares are included in the Purchase Price.

\_\_\_\_\_ Shares of Stock in the \_\_\_\_\_ (Name of Water Company)  
 Other (specify) \_\_\_\_\_

2. PURCHASE PRICE The purchase price for the Property is \$ 12,766.00

The purchase price will be paid as follows:

\$ 500.00 (a) Earnest Money Deposit. Under certain conditions described in this Contract THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.

\$ \_\_\_\_\_ (b) New Loan. Buyer agrees to apply for one or more of the following loans:

CONVENTIONAL  OTHER (specify) \_\_\_\_\_

If the loan is to include any particular terms, then check below and give details:

SPECIFIC LOAN TERMS \_\_\_\_\_

\$ \_\_\_\_\_ (c) Seller Financing. (see attached Seller Financing Addendum, if applicable)

\$ \_\_\_\_\_ (d) Other (specify) \_\_\_\_\_

\$ 12,266.00 (e) Balance of Purchase Price in Cash at Settlement.

\$ 12,766.00 PURCHASE PRICE. Total of lines (a) through (e)

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. POSSESSION. Seller shall deliver physical possession to Buyer within:  Upon Closing  Other (specify) \_\_\_\_\_

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this contract:

[ ] Seller's Initials [ ] Buyer's Initials

Listing Agent \_\_\_\_\_, represents [ ] Seller [ ] Buyer [ ] both Buyer and Seller as a Limited Agent;

Listing Broker for \_\_\_\_\_, represents [ ] Seller [ ] Buyer [ ] both Buyer and Seller as a Limited Agent; (Company Name)

Buyer's Agent Jeffory Taylor, represents [ ] Seller [X] Buyer [ ] both Buyer and Seller as a Limited Agent;

Buyer's Broker for Perry Realty, Inc., represents [ ] Seller [X] Buyer [ ] both Buyer and Seller as a Limited Agent; (Company Name) **NO Commission to be Paid.**

6. TITLE INSURANCE. At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a commitment for the policy of title insurance;
- (c) a copy of any leases affecting the Property not expiring prior to Closing;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental problems;
- (e) evidence of any water rights and/or water shares referenced in Section 1.2 above; and
- (f) Other (specify) \_\_\_\_\_

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) [ ] IS [X] IS NOT conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- (b) [ ] IS [X] IS NOT conditioned upon Buyer's approval of a physical condition inspection of the Property;
- (c) [ ] IS [X] IS NOT conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor;
- (d) [X] IS [ ] IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the Property;
- (e) [ ] IS [X] IS NOT conditioned upon the Property appraising for not less than the Purchase Price;
- (f) [ ] IS [X] IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in Section 2 above;
- (g) [ ] IS [X] IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the Property: (specify) \_\_\_\_\_

If any of items 8(a) through 8(g) are checked in the affirmative, then Sections 8.1, 8.2, 8.3 and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as Buyer's "Due Diligence." Unless otherwise provided in this Contract, Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence and with a final pre-closing inspection under Section 11.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in Section 24(b) Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer determines that the results of Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in Section 8.2; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, The Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in Sections 8(a) through 8(g), including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10.2, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

9. ADDITIONAL TERMS. There  ARE  ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference:  Addenda No.'s 1, 1a, 2  
 Seller Financing Addendum  Other (specify) \_\_\_\_\_

**10. SELLER WARRANTIES AND REPRESENTATIONS.**

10.1 Condition of Title. Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at Closing by general warranty deed. Buyer agrees, however, to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing. Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause to be paid current by Closing all assessments and homeowners association dues.

IF ANY PORTION OF THE PROPERTY IS PRESENTLY ASSESSED AS "GREENBELT" (CHECK APPLICABLE BOX):

SELLER  BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF ANY ROLL-BACK TAXES ASSESSED AGAINST THE PROPERTY.

10.2 Condition of Property. Seller warrants that the Property will be in the following condition ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER:

- (a) the Property shall be free of debris and personal property;
- (b) the Property will be in the same general condition as it was on the date of Acceptance.

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the Property to determine only that the Property is "as represented," meaning that the Property has been repaired/corrected as agreed to in Section 8.4, and is in the condition warranted in Section 10.2. If the Property is not as represented, Seller will, prior to Settlement, repair/correct the Property, and place the Property in the warranted condition or with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement sufficient to provide for the same. The failure to conduct a final pre-closing inspection or to claim that the Property is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the Property as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial-encumbrances affecting the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract (check applicable box)

SHALL  
 MAY AT THE OPTION OF THE PARTIES

first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation



ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. \_\_\_\_\_

\_\_\_\_\_  
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

\_\_\_\_\_  
(Sellers' Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

REJECTION: Seller rejects the foregoing offer.

\_\_\_\_\_  
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

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UAR FORM 19

Addend # 1

**LEGAL DESCRIPTION  
PREPARED FOR  
BOUNTIFUL CITY  
&  
PERRY HOMES  
LEWIS PARK  
BOUNTIFUL, UTAH  
(October 3, 2016)**

**PROPOSED PARCEL  
TO BE CONVEYED FROM  
BOUNTIFUL CITY  
TO**

**LOT 502, PHASE 5, LEWIS PARK SUBDIVISION**

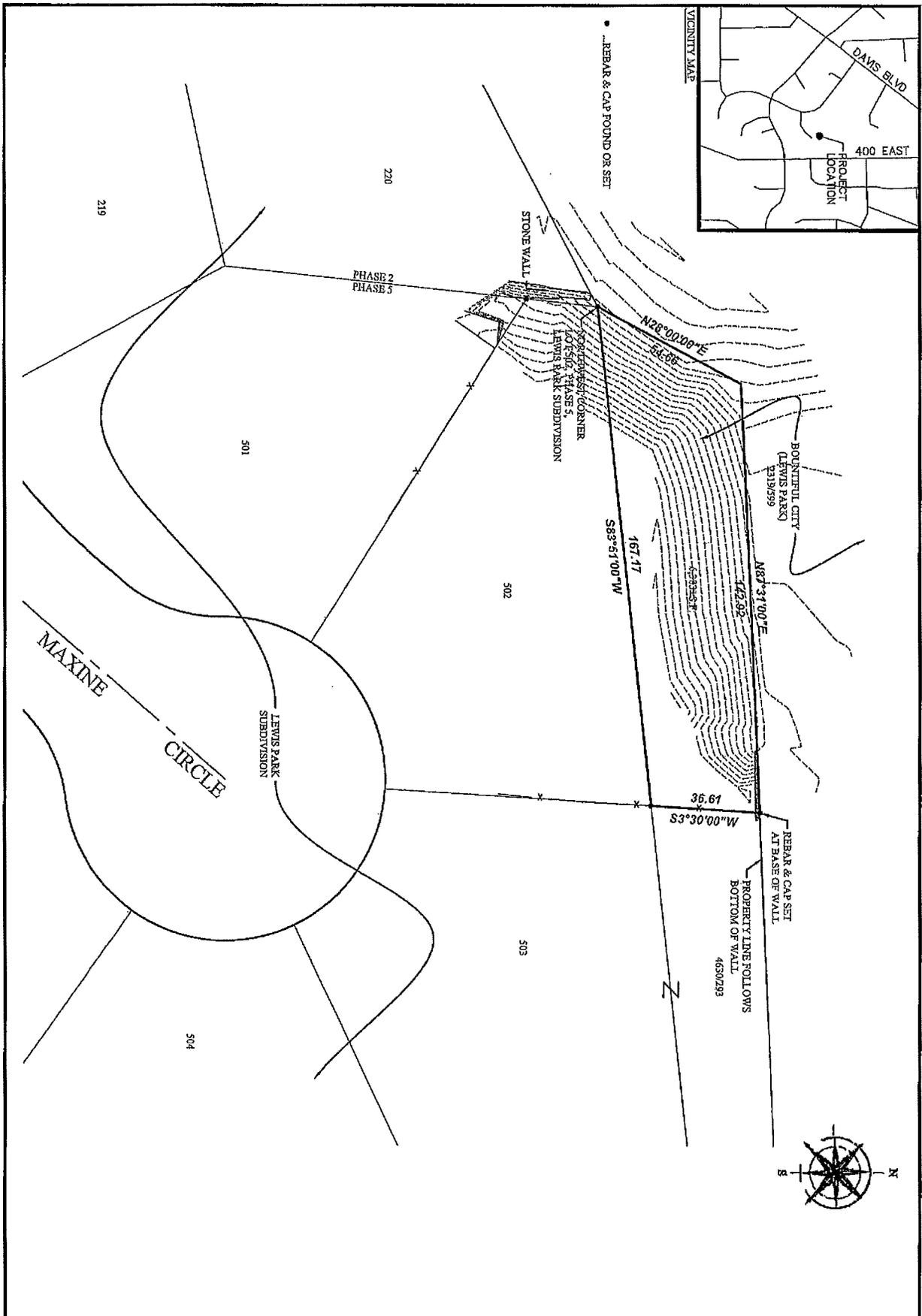
A portion of that Real Property described in Deed Book 2319 Page 599 of the Official Records of Davis County, located in the SE1/4 of Section 31, Township 2 North, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a #5 rebar & cap (found) at the northwest corner of Lot 502, Phase 5, LEWIS PARK Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence N28°00'00"E 54.66 feet; thence N87°31'00"E 142.92 feet to a #5 rebar & cap (set) at the northwest corner of that Real Property conveyed from Bountiful City to Sean and Tammie Hosman as described in Deed Book 4630 Page 293 of the Official Records of Davis County; thence S3°30'00"W along said deed 36.61 feet to a #5 rebar & cap (found) at the northeast corner of said Lot 502; thence S83°51'00"W along the north line of said lot 167.17 feet to the point of beginning.

Contains: 6,383+/- s.f.

HAT

12.9-16



VAT  
12-9-16

DATE	12/09/16
BY	JK
CHECKED	JK
SCALE	AS SHOWN

**BOUNDARY - TOPOGRAPHICAL EXHIBIT**  
 LEWIS PARK  
 BOUNTIFUL, UTAH

**FOCUS**  
 ENGINEERING AND SURVEYING, LLC  
 32 WEST CENTER STREET  
 MIDVALE, UTAH 84047 P.O. BOX 1011 352-0075  
 www.focusur.com



ADDENDUM NO. 2  
TO

REAL ESTATE PURCHASE CONTRACT



THIS IS AN  ADDENDUM  COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 12-9-16 including all prior addenda and counteroffers, between Perry Development LLC as Buyer, and Bountiful City as Seller, regarding the Property located at excess parcel behind lot 502 Lewis Park. The following terms are hereby incorporated as part of the REPC:

- ① This Purchase is Contingent upon seller closing on lot 502 of Lewis Park.
- ② Buyer agrees to tie this property to lot 502 of the Lewis Park subdivision. Buyer agrees to work with the City if a formal lot line adjustment is required.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX):  REMAIN UNCHANGED  ARE CHANGED AS FOLLOWS: \_\_\_\_\_

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.  Seller  Buyer shall have until 5:00  AM  PM Mountain Time on 12-19-16 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Perry Development LLC [Signature] 12-9-16 3:30 PM  
 Buyer  Seller Signature (Date) (Time)  Buyer  Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE:  Seller  Buyer hereby accepts the terms of this ADDENDUM.
- COUNTEROFFER:  Seller  Buyer presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_\_

(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION:  Seller  Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

