# **BOUNTIFUL CITY COUNCIL**

# TUESDAY, November 12, 2024 6:00 p.m. – Work Session 7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN on the Utah Public Notice Website, the Bountiful City Website and at Bountiful City Hall not less than 24 hours prior to the meeting 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.

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**

6:00 p.	m. – Work Session	
1.	Gravel Parking Standards – Mr. Francisco Astorga	p. 3
7:00 p.	m. – Regular Meeting	
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.	
	Consider approval of the minutes of the previous meeting held on October 16, 2024.	p. 17
	Council reports	
5.		10
	a. Expenditures greater than \$1,000 paid on October 16, 23, & 30, 2024	p. 19
_	b. September 2024 Financial Report	p. 23
6.	Swearing in of new City Recorder, Sophia Ward – Mr. David Burgoyne	
7.	Presentation of the FY2024 Annual Comprehensive Financial Report & the independent auditor's	20
0	Supplemental Reports – Mr. Tyson Beck	p. 39
8.	Consider approval of the purchase of 125 LED Post-Top fixtures from Anixter in the total amount of \$51.177.00 – Mr. Jess Pearce	p. 41
9.	Consider approval of the Shop Well Rehabilitation Contract to Widdison Well Services in the total	
	amount of \$67,402.00 – Mr. Jerry Wilson	p. 43
10.	Consider approval of the purchase of the Avigilon Access Control System from CompuTech in the	
	total amount of \$45, 961.00 – Mr. Greg Martin	p. 45
11.	Consider approval of the purchase of 35 desktop computers and monitors from Dell Direct in the total amount of \$55,161.00 - Mr. Greg Martin	p. 47
12.	Consider approval of the purchase of a new John Deere ProGator 2020A utility vehicle from Stotz	
	Equipment in the total amount of \$41,38.67 – Mr. Brock Hill	p. 49
13.	Consider the approval of the entering into an agreement with Waste Management for the processing of	
	Recyclable Materials collected by Bountiful City. – Mr. Charles Benson	p. 51
14.	Adjourn	

1

# **City Council Staff Report**



**Subject:** Work Session Discussion regarding Paved Parking Surfaces

**Author:** Francisco Astorga, AICP, Planning Director

Lloyd Cheney, PE, City Engineer

Date: November 12, 2024

#### **Background**

Several sections of the Bountiful City Land Use Code (Title 14 of The Bountiful City Code) indicate that parking spaces are to be paved with asphalt, concrete, or similar materials. The Planning and the Engineering Departments have not interpreted and/or approved gravel as "a similar material" for paved parking surfaces. As requested by the City Council, Staff has prepared some exhibits showing the regulations that affect the location of driveways/parking areas as well as some examples of the benefits and challenges of incorporation gravel as an acceptable parking area material.

#### **Analysis**

The Planning and Engineering Departments have uniformly applied interpretations of material required for parking spaces, as specified in the Code, based on various Code references that require parking areas to be paved and the identification of parking areas as impervious surfaces.

#### Engineering Dept. Material Review:

The use of gravel has several benefits for landscaping and general use:

- 1. Gravel is affordable in comparison to construction of a traditional asphalt or concrete pavement.
- 2. Gravel is readily available.
- 3. The installation and maintenance burden of graveled areas is simple and straightforward.
- 4. Gravel promotes infiltration and can be an effective means of managing the flow of water.

There are also challenges associated with the use of gravel as an approved material for parking or for a driveway. In considering the nature of the material and its placement relative to improvements in the public right-of-way, the Engineering Dept. has identified the following conditions for consideration:

- 1. Gravel needs regular maintenance to remain in the desired installation location. Due to the potential for slip/trip or fall by pedestrians, the use of gravel should be separated from the public sidewalk.
- 2. Gravel is also considered to be a potential source of pollution when introduced into the storm water collection system. Excessive accumulation of gravel in pipes and manholes can be difficult to remove and reduces the capacity and efficiency of flows through the storm drain system.



Figure 1 Gravel migration from unpaved driveway.

3. Use of gravel for the expansion of parking immediately behind the sidewalk often results in vehicles damaging street improvements – particularly sections of sidewalk which were not constructed to withstand the additional loading.



Figure 2 Sidewalk Damage at Expanded Parking

4. The size and shape of gravel or crushed stone creates different surface characteristics. Traditional gravel made up of pea-sized or larger stones tends to shift and migrate: the larger, loose particles have less stability and are easily displaced. By comparison, a crushed stone or decomposed granite is made up of mechanically crushed stones and grit and, once compacted and treated, is less prone to shifting and displacement.

The use of crushed stone in the parking area for food vendors at the Bountiful Town Square is a good example of this distinction. This material was selected so that spills from vendors could be easily removed, avoiding damage to an asphalt pavement or permanent staining of a concrete pavement. The compactable material results in minimal displacement into the parking area (see Figure 3 below).



Figure 3 Crushed Stone Parking Area for Food Truck Vendors

#### **Driveway Regulations**

Bountiful City Code regulates driveways including width, distances, and materials. The Code also regulates the spacing between driveways, and the setback from the side property line.

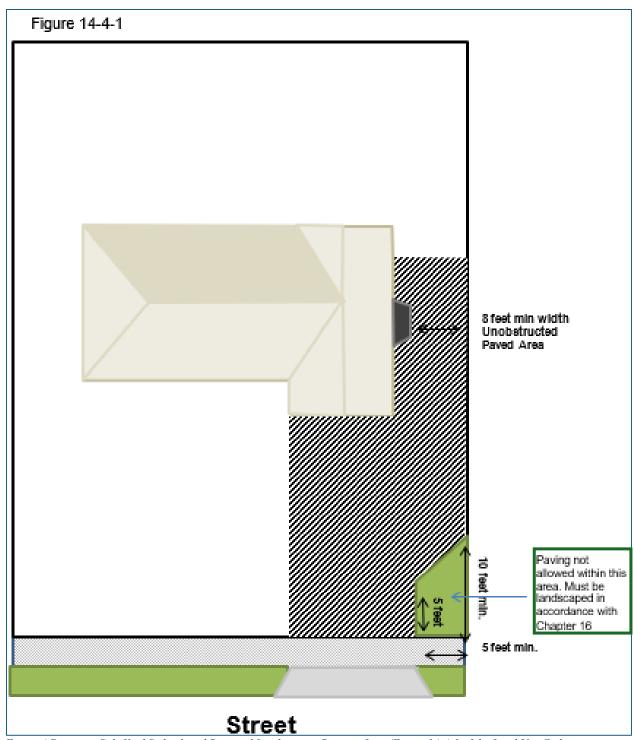


Figure 4 Driveway Side Yard Setback and Required Landscaping Between Lots (Figure 14-4-1 of the Land Use Code

Figure 4 shows the required "landscaped area" between a driveway and a property line along the first five feet (5') from the front property line (green square). This "landscaped area" allows neighboring sites to comply with driveway clear-view area requirements. Driveway clear-view areas at the intersection of every driveway and street provide important vision of vehicular and

pedestrian traffic. The Code identifies this as a life-safety standard. Figure 5 below shows an overlay of both the "landscaped area" (in green) and the driveway clear-view areas (in light blue):

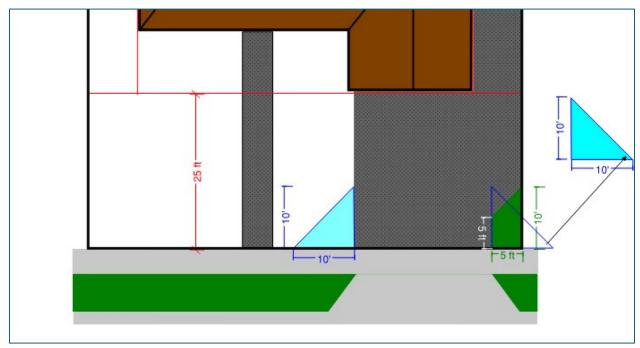


Figure 5 Overlay of the Driveway Clear-View Area and Required Landscape Buffer Between Properties

The driveway clear-view area improves safety by ensuring unobstructed visibility for drivers entering or exiting driveways. This helps prevent accidents and reduces the risk of collisions at driveway access points. Any changes in parking regulations should preserve the clear view area.



Figure 6 Site That Does Not Comply with the Driveway Clear-View Area Regulation

#### Landscaping vs. Parking

Gravel is allowed as a landscaping material in City Code under certain circumstances. If gravel becomes an allowable parking surface material, a clear distinction between parking areas and landscaping should be maintained in Code. This will help code enforcement to keep vehicles from being parked on "landscaped areas" such as a front yard.

#### Conclusions and Considerations

If desired, the Code could be amended to allow gravel parking areas. Staff believes that gravel *could* be used as a suitable parking surface in residential areas with a few thoughtful considerations:

- First, any gravel parking area should be set back or have a buffer of some sort from the sidewalk, gutter, and street. This will help keep loose materials from ending up on the sidewalk or in the storm drain.
- Next, driveways themselves should not be made from gravel or crushed rock.
- Further, a clear distinction should exist between parking areas and landscaping if gravel is allowed.
- Finally, specific Code regulations relating to the driveway clear-view area requirements should be maintained for safety.

#### Alternatives

If Council wishes to amend the City Code to allow gravel as a material for residential parking areas, Staff recommends reviewing the following possible options to mitigate the nature of gravel and its placement relative to improvements in the public right-of-way:

- Keep the Code as is, no change.
- Consider gravel parking within the rear yard setback area.
- Consider gravel parking behind the main dwelling.
- Consider gravel parking behind the front yard setback.
- Consider gravel parking ten feet (10') behind the front property line.

### **Department Review**

This Staff Report was written by the Planning Director, City Engineer, and City Attorney, and reviewed by the City Manager.

#### **Significant Impacts**

None.

#### Recommendation

Staff believes that gravel *could* be used as a suitable parking surface in residential areas with a few considerations:

- Landscaping, driveways, and gravel parking areas should all be treated as distinct elements:
  - Gravel could continue to be used for landscaping (consistent with current codes), but should not also be used for parking.
- Gravel should not be allowed as a driveway material.
- Parking should remain prohibited in the clear-view area.
- Gravel parking areas should not communicate directly with the street, sidewalk, or gutter/storm drain, and should be separated by a buffer.
  - o A paved driveway could act as a buffer between a gravel parking area and the street/sidewalk/gutter.

Staff requests that the Council provide input regarding the desirability of allowing parking on gravel or crushed stone in residential areas.

#### **Attachments**

**Applicable Code Sections** 

#### Code Sections related to the Single-Family Residential Zone (R-1, R-3, R-4, and R-F):

#### 14-4-109 PERMISSIBLE LOT COVERAGE

- A. In the (R) Zone, all structures, including accessory structures, and all impervious surfaces such as driveways, sidewalks, patios, parking areas, sports courts and pools shall not cover a total of more than sixty percent (60%) of the area of the lot or parcel of land.
- B. At least fifty percent (50%) of all required front yard areas shall be landscaped.
- C. At least fifty percent (50%) of all required side yard areas shall be landscaped.
- D. At least fifty percent (50%) of all street side yard (corner lot) areas shall be landscaped.
- E. At least fifty percent (50%) of all rear yard areas shall be landscaped.
- F. For institutional uses, such as churches, private schools and public buildings, the approving authority may increase the amount of impervious surface area to up to seventy percent (70%), if the additional hard surfacing is used to provide parking spaces beyond the minimum required.

#### 14-4-110 PARKING, LOADING, AND ACCESS

Each lot or parcel in the (R) Zone shall have on the same lot or parcel off-street parking sufficient to comply with Chapter 18 of this Code. Said spaces **shall be paved** with asphalt, concrete, or similar material, and shall include **a paved driveway** accessing a public street. For single family and two-family residential uses, at least two (2) of the required on-site parking spaces per unit shall be provided behind the minimum front yard setback.

- A. Front and Street Side (Corner Lot): Parking spaces shall not be permitted between the residence and the street in either the front yard or street side yard except for the following:
  - a. Street Side Yard (Corner Lot): Parking is only allowed on approved parking areas either within an approved garage or carport or located at least 10 feet from the street side property line and behind a six foot screening fence. Fencing adjacent to driveways on corner lots shall be subject to required clear view requirements of Section 14-16-108.

#### **Code Sections related to the entire City:**

#### 14-3-102 **DEFINITIONS**

- 93. DRIVE-APPROACH (Also CURB-CUT or DRIVE-ACCESS): The portion of a right-of-way located between the outside edge of a street travel-way and an adjacent property and which is used or designated for vehicular passage.
- 94. DRIVEWAY: A private roadway, the use of which is limited to persons residing, employed, or otherwise using or visiting the parcel on which it is located.
- 130. HARD SURFACE: A dust-free paved surface of any of the following materials: concrete, masonry, cobblestone, brick, asphalt, or any other reasonable substitutes as determined by the City Engineer.
- 131. HARDSCAPE: Sidewalks, urban trails, plazas, and other pedestrian-oriented non-vegetative landscaping elements.
- 142. IMPERVIOUS MATERIAL: Any surface material which does not allow for the natural percolation of water into the soil, including but not limited to roofs, concrete patios, concrete or asphalt driveways, tennis and play courts of concrete or similar material.
- 267. SOFTSCAPE: Landscaping consisting of living plants and organic materials.
- 206. PARKING SPACE: A permanently surfaced area, enclosed or unenclosed for the parking of one (1) motor vehicle having dimensions of not less than nine (9) feet by eighteen (18) feet, exclusive of access or maneuvering area, ramps, or columns, to be used exclusively as temporary storage space for one private motor vehicle.
- 306. XERISCAPE: A type of landscaping that employs a mix of drought tolerant plants and organic materials. Asphalt, concrete, brick paving, and other impervious surfaces are not considered xeriscape.

#### 14-18-105 GENERAL REQUIREMENTS FOR PARKING AREAS

- A. Each off-street parking area **shall be surfaced** with asphalt, concrete pavement, or comparable material, and shall be graded to dispose of all surface water. The perimeter of the paved surface shall be finished with concrete curb and gutter. Surfacing may be installed in stages as approved by the approving authority. All parking and grading plans shall be reviewed and approved by the City Engineer.
- B. Parking areas shall be designed to provide orderly and safe circulation, loading, unloading, parking, and storage of vehicles. All parking areas shall be landscaped, striped, marked and maintained according to approved plans.

- C. Lighting provided in off-street parking areas shall be directed away from adjoining premises and streets in accordance with the design standards of this Title. The type and location of luminaries shall be approved by the approving authority.
- D. Off-street parking areas shall allow vehicles to enter and exit from a public street by forward motion only. This regulation shall not apply to single-family and two-family residential units, or to town-home style residential units approved and constructed after December 31, 2006, that front onto a public street that is not designated on the Street Master Plan as a collector or arterial street and that does not exceed an average daily traffic volume of one thousand (1,000) vehicles.
- E. Pavement, striping, landscaping, paintings, lighting and all other parking area components shall be maintained to prevent deterioration and safety hazards.
- F. No off-street parking shall be permitted in any required residential front yard or street side yard except as allowed in Section 14-4-110 of this Title. And no vehicle, trailer or similar device may be parked on a lawn, park strip or any other non-paved surface.
- G. No tandem parking (one space behind another) shall be allowed, except for conventional single-family dwellings. Duplexes, apartments, townhouses and condominiums may have tandem parking providing that both spaces are assigned to the same dwelling unit and the plan is approved by the approving authority.
- H. Off-street parking spaces shall be located at least ten (10) feet from any street property line except for driveways serving one and two-family dwellings. For single family and two-family residential uses, at least two (2) of the required on-site parking spaces per unit shall be provided behind the minimum front yard setback. No driveways or paved vehicle areas of any kind are allowed in a street side yard (corner lot) setback unless they provide access to an approved parking area located within an approved garage or carport or a paved area located at least 10 feet from the street side property line and behind a six foot screening fence as required in Section 14-4-110.
- I. Landscaping of all commercial and industrial parking areas is required and shall meet the requirements and standards of this Title.

#### 14-18-109 ACCESS REQUIREMENTS

- A. Any property, regardless of its use or zone designation, shall be subject to the following.
  - 1. Any off-street parking area shall be accessed through an approved drive-approach, also referred to as a "drive-access" or "curb-cut", meeting city construction standards. It is unlawful to drive a motor vehicle on any sidewalk, park strip, or any other area behind the curb within a public right-of-way, with the exception of an approved drive-approach.

- 2. The combined area of drive-approaches along any public street frontage shall not exceed fifty-percent (50%) of the linear length of the street curb immediately adjacent to a property, including required curb returns. A legal, non-conforming flag lot shall be limited to one drive-approach which shall be the narrowest width possible to comply with the minimum access requirements of this Title and the Fire Code.
- 3. No off-street parking area shall be approved or constructed without a drive-approach meeting City standards. Any drive-approach shall be located at least five (5) feet from a side or rear property line, with the exception of approved, shared drive-approaches.
- 4. Each drive-approach, drive access or driveway, **shall be surfaced** with asphalt, concrete pavement or comparable material and shall be graded to dispose of all surface water. All parking, driveways and grading plans shall be reviewed and approved by the City Engineer.
- 5. Existing drive approaches (drive accesses or curb-cuts) which are abandoned by non-use or which are relocated as part of an approved development project shall be removed and replaced with standard curb, gutter and sidewalk, as required by the City Engineer.

#### 14-16-107 GENERAL PROVISIONS

The following shall apply to all property within the City of Bountiful:

- A. Each property owner and/or occupant shall provide and continuously maintain on-site landscaping, fencing, walls and other required improvements equal to the minimum requirements of this Title and as shown on an approved site plan.
- B. Any dead vegetation or growth shall be removed immediately and shall not be allowed to accumulate on the property.
- C. Each property owner and/or occupant shall provide and continuously maintain landscaping within park strip areas (between the curb and sidewalk), except for approved driveways, walkways and utility service areas. Asphalt or concrete paving in place of landscaping between the sidewalk and curb is prohibited.
- D. Any developed property shall have a pressurized irrigation system that shall be installed and continuously maintained in all landscape areas.
- E. It is unlawful to strip, excavate or otherwise remove top soil from a site unless a permit allowing the activity has been issued by the Engineering Department.
- F. Any required improvement, including landscaping, shall be installed within six (6) months of the date of the occupancy permit or of the equivalent final inspection.

#### 14-16-108 CLEAR-VIEW AREAS

- A. For the purpose of providing adequate vision of vehicular and pedestrian traffic, a clear-view area shall be maintained at the intersection of every street, whether public or private, and at the intersection of every driveway with a public or private street. The clear-view provisions are considered life-safety standards and shall supersede any conflicting provisions of this Title.
- B. No provision of this section shall be construed to allow the continuance of any nonconforming tree, shrub, plant or plant growth, fence, wall, other screening material, or other obstruction which interferes with the safety of pedestrians or vehicle traffic.
- C. The clear-view area for a street intersection is the area of land determined by measuring forty (40) feet from the point of juncture of street curb lines, and then connecting the termini of those lines forming a triangle that encompasses a portion of the street right-of-way and the adjoining lot. Within that clear-view area, the following shall apply:
  - 1. Solid fences, walls, signs, sight obscuring vegetation, and/or other sight obscuring devices shall not exceed two (2) feet in height above the level of the curb.
  - 2. Open style fences shall not exceed four (4) feet in height above the level of the curb.
  - 3. Tree trunks shall not be located within the clear-view area; however, tree canopies may extend into the clear view area if they are trimmed at least seven (7) feet above the elevation of the sidewalk and eleven (11) feet above the elevation of the street. It is unlawful to allow any vegetation or other growth to block any traffic sign, traffic signal, street light, or other public safety device, regardless of whether it is located in a clear-view area or not.
  - 4. No sign shall be allowed in the clear-view area unless it is specifically permitted by this Title and it is determined by the City Engineer that it is not a safety hazard.
  - 5. No obstruction of any sort which interferes with the safety of pedestrians or traffic shall be allowed within the clear-view area unless it is specifically permitted by this Title and it is determined by the City Engineer that it is not a safety hazard.
- D. The clear-view area for the intersection of a driveway and a street shall be determined by first establishing the point of intersection of the driveway edge and the street property line, then measuring ten (10) feet along the property line away from the driveway, and ten (10) feet along the edge of the driveway in toward the property. A line is then drawn from the termini of the two lines, forming a triangle. This is accomplished on both sides of the driveway. Within the triangles and the area between them, the following shall apply:
  - 1. An open style fence shall be a maximum of four (4) feet in height.

- 2. Any wall or other type of solid fence or sight obscuring growth shall be a maximum of three (3) feet in height.
- 3. Tree trunks shall not be located within this clear view triangle; however, tree canopies may extend into the clear view area if they are trimmed at least seven (7) feet above the sidewalk and eleven (11) feet above the street.
- 4. Tree canopies or other growth shall not block signs or signals.
- 5. Sight obscuring growth shall be a maximum of three (3) feet in height in the parkstrip.
- 6. The driveway clear-view fencing provisions may not be required on corner and double frontage lots for a secondary drive access that is gated, locked and that accesses the rear yard, if it is determined by the Planning Director that the drive access is not a primary access.

#### 14-4-112 LANDSCAPING

The following landscaping provisions shall apply to any developed lot or parcel in the (R) Zone:

- A. All portions of the lot not improved with structures or other impervious surfaces shall be maintained with suitable landscaping of plants, trees, shrubs, grass and similar landscaping materials.
- B. Landscaping shall also be installed in each adjacent parkstrip to the same standards as other on-site landscaping. Asphalt, concrete, bricks, pavers, railroad ties, and other nonvegetative material are not allowed in the parkstrip area between the curb and sidewalk. Xeriscaping is permitted in accordance with the Landscaping and Fencing Chapter of this Title.

# Minutes of the **BOUNTIFUL CITY COUNCIL** SPECIAL MEETING

Wednesday, October 16, 2024 – 7:00 p.m.

4 5 6

7

1

2

3

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: The City Journal and Standard Examiner.

8 9

10 11

## **Special Meeting – 7:00 p.m. City Council Chambers**

12 13 14

Present: Mayor Kendalyn Harris

15 Councilmembers Kate Bradshaw, Richard Higginson, Matt Murri, Cecilee

Price-Huish

16 17 City Manager Gary Hill 18 City Attorney Brad Jeppsen 19 City Recorder Shawna Andrus 20 Recording Secretary Maranda Hilton

21 22 23

#### WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER

Mayor Harris called the meeting to order at 7:01 p.m. and welcomed those in attendance. Mr. Gary Davis led the Pledge of Allegiance and Ms. Beverly Ward offered a prayer.

24 25 26

27

28

29

30

31

32

33

34

35

36

37

38 39

#### EXPLANATION OF SELECTION PROCESS – MR. BRAD JEPPSEN

Mr. Brad Jeppsen explained how the selection process would work, to be in accordance with State statute regarding the replacement of a City Councilmember. First, each candidate, in random order, would be given a chance to speak to the Council for three minutes. The Council and Mayor would be given the opportunity to interview each candidate following their three minutes. Once all candidates had spoken, the Councilmembers would each cast a vote by writing the name of one candidate on a piece of paper with their name on it. The City Recorder would then collect the papers and read aloud the vote of each Councilmember. If a single candidate received a majority vote (three or more votes), the process would end, and that person would become the new Councilmember. If no candidate received a majority vote after the first round of voting, a four-way tie would be resolved by having the Mayor cast a vote for one of the four candidates. The remaining three candidates would then be narrowed down to two candidates by sequential coin flips. Once the candidates were narrowed to two, the Council would proceed with a second round of voting, with Ms. Andrus, once again, reading each vote aloud. If one candidate received the majority, they would become the new Councilmember. If there was a tie, the Mayor would cast the tie-breaking vote for the winner.

40 41 42

43

44

45

## CONSIDERATION OF APPOINTMENT OF INTERESTED PERSONS TO THE CITY **COUNCIL**

The candidates were randomly selected in the following order to speak:

Mr. Ronald Mortensen

46 Mr. Keenan Price 47 Ms. Beth Child

1	Mr. Von Hill
2	Mr. Bruce McCabe
3	Mr. Willy Lanier
4	Mr. Richard Watson
5	Mr. Dan Bell
6	Mr. Gary Birdsall
7	Mr. Adam Hughes
8	Mr. Alex Densley
9	Ms. Cami Bell
10	Mr. Jacob Olsen
11	Once all candidates had spoken and been interviewed by the Council, each Councilmember
12	voted for one candidate each.
13	Ms. Andrus collected the votes and read them aloud:
14	Councilmember Bradshaw voted for Ms. Cami Bell
15	Councilmember Murri voted for Ms. Beth Child
16	Councilmember Higginson voted for Mr. Dan Bell
17	Councilmember Cecilee Price-Huish voted for Ms. Beth Child
18	Mr. Jeppsen instructed the Mayor to cast the tie-breaking vote between Ms. Cami Bell and
19	Mr. Dan Bell. Mayor Harris voted for Ms. Cami Bell.
20	Ms. Beth Child and Ms. Cami Bell were each given one minute to address the Council and
21	Mayor again. Their names were drawn in random order and Ms. Cami Bell spoke first, followed by
22	Ms. Beth Child.
23	The Councilmembers then each voted in the second round and Ms. Andrus collected the
24	papers to read the votes aloud:
25	Councilmember Price-Huish voted for Ms. Beth Child
26	Councilmember Murri voted for Ms. Beth Child
27	Councilmember Higginson voted for Ms. Cami Bell
28	Councilmember Bradshaw voted for Ms. Cami Bell
29	Once again, the Mayor was instructed to cast a tie-breaking vote. Mayor Harris voted for Ms.
30	Beth Child.
31	The Council, Mayor and staff all stood and applauded the applicants who participated that
32	evening, and Mayor Harris thanked each of them for applying for the position.
33	
34	<u>ADJOURN</u>
35	Mayor Harris adjourned the meeting at 9:09 p.m.
36	
	M
	Mayor Kendalyn Harris
	City Recorder

# **City Council Staff Report**

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

October 16, 23, & 30, 2024

**Author:** Tyson Beck, Finance Director

**Department:** Finance **Date:** November 12, 2024



#### **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.

## **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, paid October 16, 23 & 30, 2024.

# Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid October 16, 2024

VENDOR VENDOR NAME	<u>DEPARTMENT</u>	ACCOUNT	ACCOUNT DESC	<u>AMOUNT</u>	CHECK NO INVOICE	DESCRIPTION
1602 CDW GOVERNMENT, INC.	Computer Maintenance	616100 429200	Computer Software	4,651.20	242032 CB00766799	Office 365 Software Licenses - Cust #6530022
1602 CDW GOVERNMENT, INC.	Computer Maintenance	616100 429200	Computer Software	22,515.00	242032 CB00767123	Office 365 Software Licenses - Cust #6530022
15662 DR. DAVE SPEAKS, LLC	Legislative	104110 461000	Miscellaneous Expense	1,200.00	242043 10112024	Keynote speaker - THANK YOU!!!
2008 DURA-CRETE INC	Water	515100 448400	Dist Systm Repair & Maint	1,390.00	242044 182706	Meter Box - Acct # BOU3385
5458 HANSEN, ALLEN & LUCE	Landfill Operations	585820 431300	<b>Environmental Monitoring</b>	6,661.89	242051 53153	3Q24 Groundwater Sampling
2562 HYDRO SPECIALTIES CO	Water	515100 448650	Meters	8,469.12	242058 28840	Registers
2562 HYDRO SPECIALTIES CO	Water	515100 448650	Meters	16,800.00	242058 28810	Meter Lids
2607 INTERMOUNTAIN BOBCAT	Streets	104410 425000	Equip Supplies & Maint	2,126.23	242059 P25468	Brooms for Bobcat Sweeper - Acct # BOUNT006
8137 LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	2,712.96	242064 13031	Patching - Cust # BOUN02610
2886 LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	2,047.04	242065 428412	Road Base - Cust # BCTY07399
8635 LARSEN LARSEN NASH &	Legal	104120 431100	Legal And Auditing Fees	4,375.00	242066 09302024	Legal Fees for Sept. 30, 2024
3195 MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	8,307.62	242075 \$106460472.001	Misc. Parts/Supplies - Cust # 18498
15661 ROB SCHMIDT BODY	Light & Power	535300 448635	Vehicles	2,408.00	242086 RS18935	Body work on Power Dept. Dodge Truck
10586 ROCKY MOUNTAIN RECYC	<b>Recycle Collection Operations</b>	585810 431550	Recycling Processing Fees	7,114.64	242089 NP-173152	Recycling Fees for September 2024
4775 ROCKY MOUNTAIN VALVE	Water	515100 448400	Dist Systm Repair & Maint	1,168.52	242090 003965	Misc. Parts/Supplies - Cust # BCW-01
4026 STAKER & PARSONS	Water	515100 461300	Street Opening Expense	1,421.00	242097 6469068	Flow Fill - Cust # 200359
4051 STATE OF UTAH	Storm Water	494900 422000	Public Notices	1,750.00	242099 2570000023	FY25 Annual Municipal Storm Water Permit UTR090005
4217 TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	1,202.10	242105 919049952	Clubs - Acct # US00021802
4229 TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	24,115.49	242107 0388371	Fuel - Acct # 000275
4229 TOM RANDALL DIST. CO	Golf Course	555500 425000	Equip Supplies & Maint	2,068.87	242107 0387925	Fuel - Acct # 000276
4563 WESTERN FENCE CO	Water	515100 426000	Bldg & Grnd Suppl & Maint	3,647.98	242121 42704	Fencing
			TC	TAI: 126 152 66		

TOTAL: 126,152.66

# Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid October 23, 2024

VENDOR VENDOR NAME	<b>DEPARTMENT</b>	ACCOUNT	ACCOUNT DESC	AMOUNT	CHECK NO INVOICE	DESCRIPTION
11636 BLACK FOREST PAV	NG Streets	454410 473500	Road Reconstruction	44,930.26	242131 3	2024 300 S Street Reconstruction - App #3
1447 BP ENERGY COMPA	NY Light & Power	53 213100	Accounts Payable	42,204.70	242138 21368151	Natural Gas - Contract # 23191
14651 CREATIVE TRAILS, IN	NC Trails	454550 473101	Improv. Other Than Bldg-Bond \$	4,200.00	242154 10172024	Bountiful Trails Project Pay #6
9982 DIAMOND TREE EXP	PERTS Light & Power	535300 448632	Distribution	11,554.80	242156 117	Tree Trimming
9982 DIAMOND TREE EXP	PERTS Light & Power	535300 448632	Distribution	11,554.80	242156 76527	Tree Trimming
11484 EAST PENN MANUF	AC Streets	104410 425000	Equip Supplies & Maint	1,002.71	242158 241052626	Misc. Parts/Supplies - Cust # 570600167
2055 ELECTRICAL CONSU	LTAN Light & Power	535300 474790	CIP 09 Dist Sub NW Substation	38,260.00	242160 124876	Northwest Substation Upgrade
11059 INTELLIRENT	Light & Power	535300 448639	Substation	1,351.51	242180 OR125640-01	Ratio Meter Rental
15574 ISLAND VIEW PLUM	BING Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,619.61	242183 3812	Service and Labor
8137 LAKEVIEW ASPHALT	PRO Streets	104410 441200	Road Matl Patch/ Class C	1,522.26	242188 13080	Patching - Cust # BOUN02610
14745 MCT	Liquor Control	104218 411100	Salaries - DUI	2,675.00	242196 82152	Thermal Printer & Supplies - Cust #C36721
3200 MOUNTAIN WEST T	RUCK Streets	104410 425000	Equip Supplies & Maint	2,636.53	242203 XA101078747:01	Fuel Tank and Insulator
3195 MOUNTAINLAND SI	JPPLY Water	515100 448400	Dist Systm Repair & Maint	2,788.38	242204 S106492323.001	Misc. Parts/Supplies - Cust # 18498
14511 ONWARD TECHNOL	OGY Information Technology	454136 474500	Machinery & Equipment	5,807.90	242212 81029	Fortinet Phone System
3402 PACIFICORP	Light & Power	535300 448628	Pineview Hydro Operating Costs	1,649.39	242213 CR217534	2024 O&M Costs Pineview Hydro - Cust #10000242
5429 PERFORMANCE FOR	RD LIN Light & Power	535300 448635	Vehicles	1,084.27	242216 972412	Parts and Service - Cust # 255315-W
15056 RDO EQUIPMENT C	O. Streets	104410 425000	Equip Supplies & Maint	5,312.85	242228 P21461R2	Misc. Parts/Supplies - Acct #61110002
14936 REDLINE ROOFING	Light & Power	535300 448627	Echo Hydro Operating Costs	5,872.00	242230 1240517449	Echo Roof Repairs
15664 ROBERT J DEBRY	Liability Insurance	636300 451150	Liability Claims/Deductible	80,000.00	242235 10172024	Settlement of case Pebley v. Bountiful
3805 S.D.P. MANUFACTU	RING Light & Power	535300 448636	Special Equipment	2,543.42	242238 53859	Winch Rope
4171 THATCHER COMPAI	NY Water	515100 448000	Operating Supplies	3,225.51	242254 2024100115870	T-Chlor for Treatment Plant - Cust #C1303
4171 THATCHER COMPAI	NY Water	515100 448000	Operating Supplies	8,015.75	242254 2024100113925	Chlorine Cylinders - Cust # C1303
4229 TOM RANDALL DIST	C. CO Streets	104410 425000	Equip Supplies & Maint	1,312.14	242257 0388480	Oil - Acct # 000275
4229 TOM RANDALL DIST	. CO Landfill Operations	585820 425000	Equip Supplies & Maint	2,068.90	242257 0388324	Guardol - Acct # 000138
5000 U.S. BANK CORPORA	ATE Legislative	104110 423000	Travel & Training	1,020.00	242259 10102024GH	NLC City Summit Reg Acct #4246-0445-5571-8851
5000 U.S. BANK CORPORA	ATE Executive	104130 423000	Travel & Training	1,132.16	242259 10102024GR	Repairs, &Mgmt Retreat - Acct #4246-0445-5571-8851
5000 U.S. BANK CORPORA	ATE Police	104210 423000	Travel & Training	1,560.45	242259 10102024AS	Travl&Train - Acct #4246-0445-5571-8851
5000 U.S. BANK CORPORA	ATE PSAP - E911	104219 423000	Travel & Training	1,120.00	242259 10102024DG	Misc. Parts/Supplies - Acct #4246-0445-5571-8851
5000 U.S. BANK CORPORA	ATE Streets	104410 441300	Street Signs	2,192.53	242259 10102024JE	Misc. Parts/Supplies - Acct #4246-0445-5571-8851
5000 U.S. BANK CORPORA	ATE Parks	104510 426000	Bldg & Grnd Suppl & Maint	3,946.45	242259 10102024BH	Misc. Parts/Supplies - Acct #4246-0445-5571-8851
5000 U.S. BANK CORPORA	ATE Parks	104510 448000	Operating Supplies	1,064.04	242259 10102024BH	Misc. Parts/Supplies - Acct #4246-0445-5571-8851
5000 U.S. BANK CORPORA	ATE Streets	454410 473100	Improv Other Than Bldgs	1,493.24	242259 10102024JE	Misc. Parts/Supplies - Acct #4246-0445-5571-8851
5322 UCS WIRELESS	Light & Power	535300 448640	SCADA	1,679.00	242260 82608	SCADA Com Upgrade
4450 VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	1,615.72	242265 9975187295	Account # 371517689-00001
4815 WESTERN STATES C	IRCU Light & Power	535300 448639	Substation	6,450.00	242269 5205-24RA	Breaker
13321 ZOHO CORP	Computer Maintenance	616100 429200	Computer Software	10,815.00	242273 2416715	Manage Engine- Software Replacement
			TC	ΤΔΙ · 317 281 28		

TOTAL: 317,281.28

# Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid October 30, 2024

<u>VENDOR VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	ACCOUNT DESC	<u>AMOUNT</u>	CHECK NO INVOICE	<u>DESCRIPTION</u>
1105 ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	1,063.26	242363 51527351	Annual Inspection - Cust #98370
1105 ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	1,472.01	242363 51529606	Annual Inspection - Cust #98370
1105 ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	1,479.51	242363 51528087	Annual Inspection - Cust #98370
11636 BLACK FOREST PAVING	Streets	454410 473500	Road Reconstruction	9,534.10	242366 3 Revised	2024 300 South Street Reconstruction
1428 BOUNTIFUL IRRIGATION	Water	515100 429300	Computer Hardware	1,086.36	242369 03-2254	Server Storage
9585 C & C MANUFACTURING	Landfill Operations	585820 425000	Equip Supplies & Maint	7,394.62	242370 40725	Misc. Parts/Supplies - Customer #C00132
1716 CMT ENGINEERING LABO	Engineering	104450 431000	Profess & Tech Services	6,450.00	242375 119930	Geotechnical Study for Mueller Park - Acct # BC018
1716 CMT ENGINEERING LABO	Engineering	104450 431000	Profess & Tech Services	6,450.00	242375 119931	Geotechnical Study for Maple Ridge - Acct # BC018
1716 CMT ENGINEERING LABO	Water	515100 472100	Buildings	19,950.00	242375 119929	Mill Creek Res Replacement - Acct #BC018
1826 CUMMINS ROCKY MOUNTA	Streets	104410 429200	Computer Software	1,595.00	242378 40-241075533	Misc. Parts/ Supplies - Cust #466117
1924 DELL MARKETING L.P.	Police	454210 472100	Buildings	5,417.82	242382 10779223172	Monitors - Cust # 10779223172
2008 DURA-CRETE INC	Water	515100 448400	Dist Systm Repair & Maint	2,585.00	242384 183087	Meter Boxes - Acct # BOU3385
2229 FRODSHAM BETTER LAWN	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,045.00	242385 117177	Weed Killer Application - Cust # 38654
2229 FRODSHAM BETTER LAWN	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,125.00	242385 117178	Weed Killer Application - Cust # 38654
2229 FRODSHAM BETTER LAWN	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,185.00	242385 117174	Weed Killer Application - Cust # 38654
2350 GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	1,028.00	242387 25388	Poly Humic Coated Urea
2350 GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	7,601.60	242387 25290	Poly Humic Coated Urea
2642 INTERWEST SUPPLY COM	Landfill Operations	585820 425000	Equip Supplies & Maint	3,035.58	242396 IN0115487	Hitachi Loader at Landill - Cust # BOU01
2765 JP ELECTRICAL, LC	Golf Course	555500 426100	Special Projects	1,303.20	242397 W26049	Labor for Repairs
8137 LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	8,625.96	242398 13093	Patching - Cust # BOUN02610
8137 LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	9,088.74	242398 13087	Patching - Cust # BOUN02610
15658 MADDOX AIR COMPRESS	Streets	454410 474500	Machinery & Equipment	8,912.99	242405 111651	Brine Plant Parts - Cust ID 6037
3195 MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	2,673.49	242410 \$106544028.001	Misc. Parts/ Supplies - Cust # 18498
15702 OHMEGA ELECTRIC LLC	Streets	454410 473100	Improv Other Than Bldgs	25,446.92	242414 3625	2024 Cave Hollow Way Project
15142 OLYMPUS REFUSE	Refuse Collection Operations	585800 425000	Equip Supplies & Maint	3,240.58	242415 624751	Lift Cylinder & Clamps
5553 PURCELL TIRE AND SER	Landfill Operations	585820 425000	Equip Supplies & Maint	1,598.26	242419 280091206	Tires and Service - Cust # 2801867
3712 RIDGE ROCK INC	Storm Water	494900 473106	Storm Drain Construction	500,098.07	242424 34006-2 A,B,C,D,E	Bountiful Storm Drain Project
4775 ROCKY MOUNTAIN VALVE	Water	515100 448400	Dist Systm Repair & Maint	1,815.00	242425 003959	PRV - Cust # BCW-01
4229 TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,092.07	242436 0389211	Bulk Oil - Acct # 000275
4229 TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	24,137.16	242436 0389110	Fuel - Acct # 000275
4257 TREE SOURCE CENTRAL	Storm Water	494900 473106	Storm Drain Construction	2,787.30	242438 1138424-5	Main Street storm drain replacement
4341 UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Accrual	1,010,705.91	242442 10242024	Sept. 2024 payment for Power Resource
10811 UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	26,000.00	242443 09302024	Sept. 2024 Fiber Network connection Fees
10811 UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	1,878,604.82	242443 10082024	Bountiful Fiber Network construction for Sept. 24
4536 WEBER-BOX ELDER	Light & Power	535300 448628	Pineview Hydro Operating Costs	25,059.71	242444 10242024	3Q2024 Generation
7732 WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,363.85	242445 204075	Janitorial Cleaning Services
			TOTAL	3 615 051 80	<del>-</del>	

TOTAL: 3,615,051.89

# **City Council Staff Report**

**Subject:** September 2024 Financial Reports **Author:** Tyson Beck, Finance Director

**Department:** Finance **Date:** November 12, 2024



### **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 FY2025 through September as compared to the past three fiscal year periods through that same timeframe.

The FY2025 budget portion of these reports is the originally adopted FY2025 budget approved by the City Council in June of 2024.

## **Department Review**

These reports were prepared and reviewed by the Finance Department.

#### **Significant Impacts**

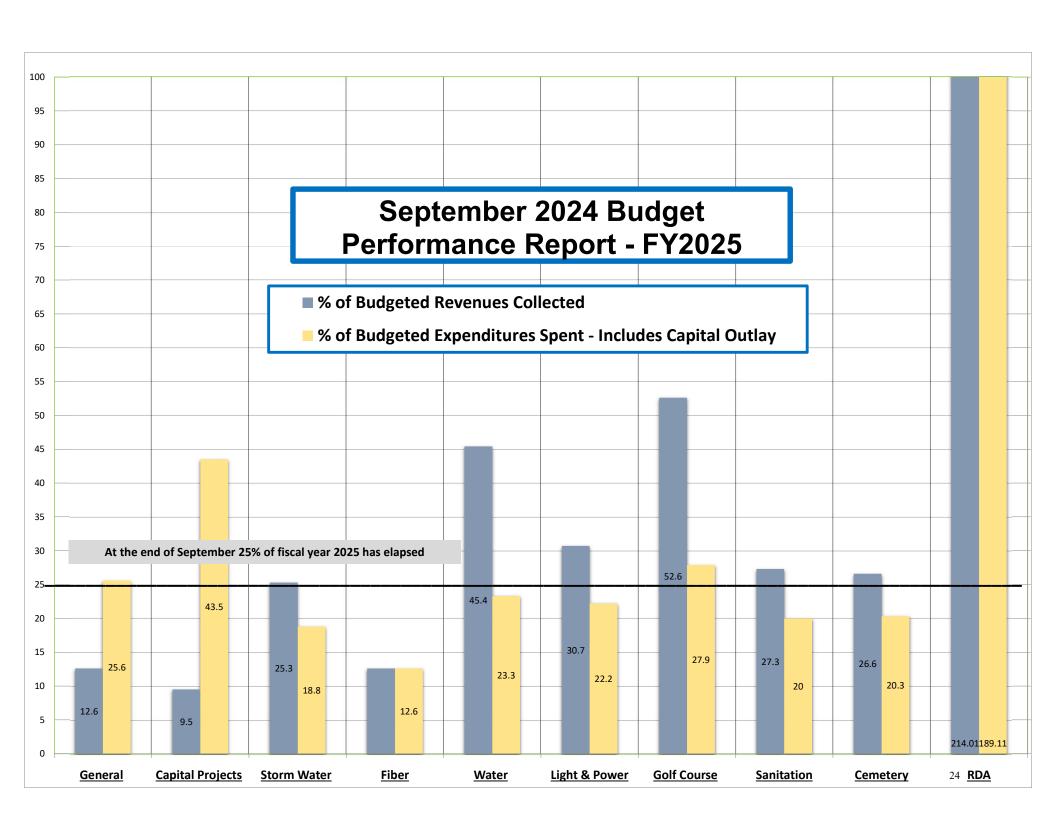
Financial information to aid in legislative and operational decision making.

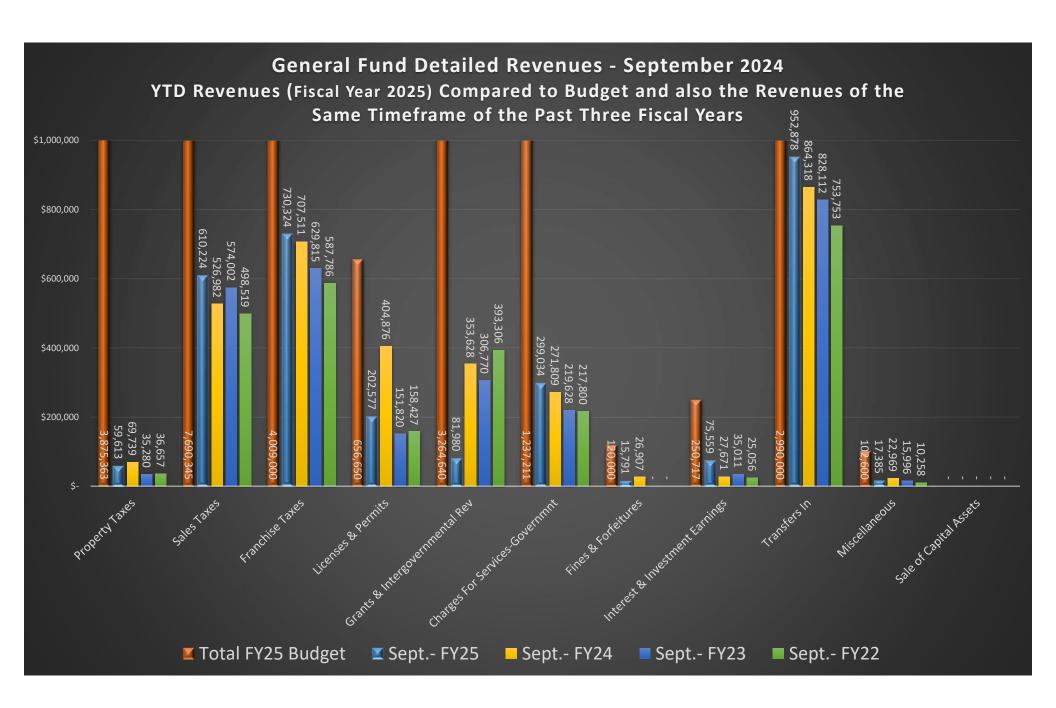
#### **Recommendation**

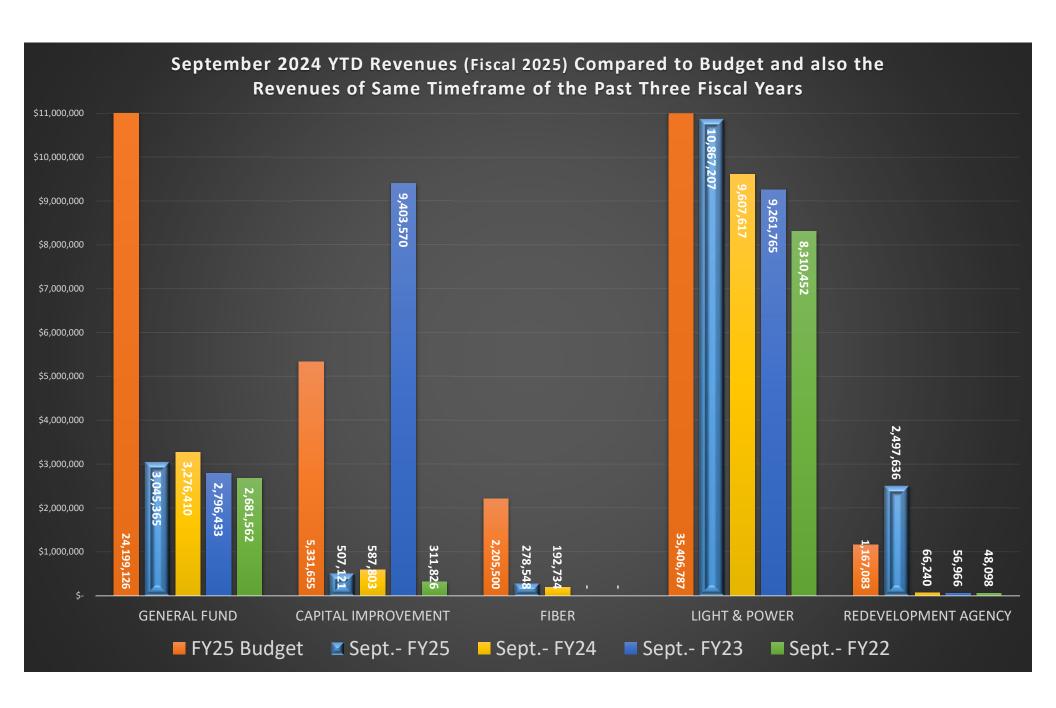
Council is encouraged to review the attached revenue, expense, and budget reports.

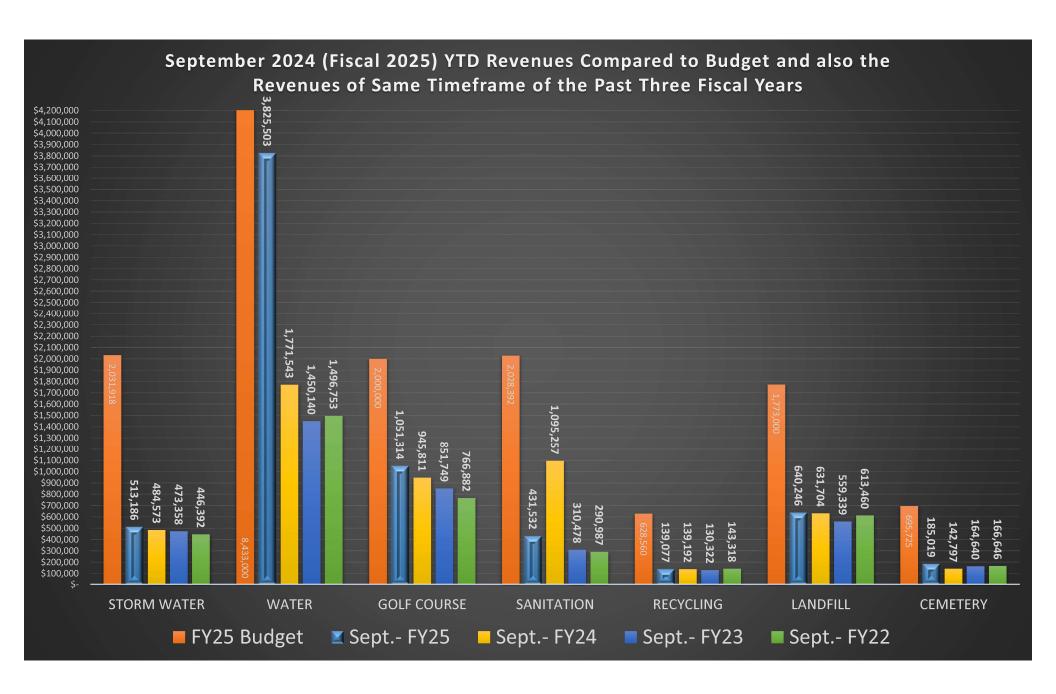
#### **Attachments**

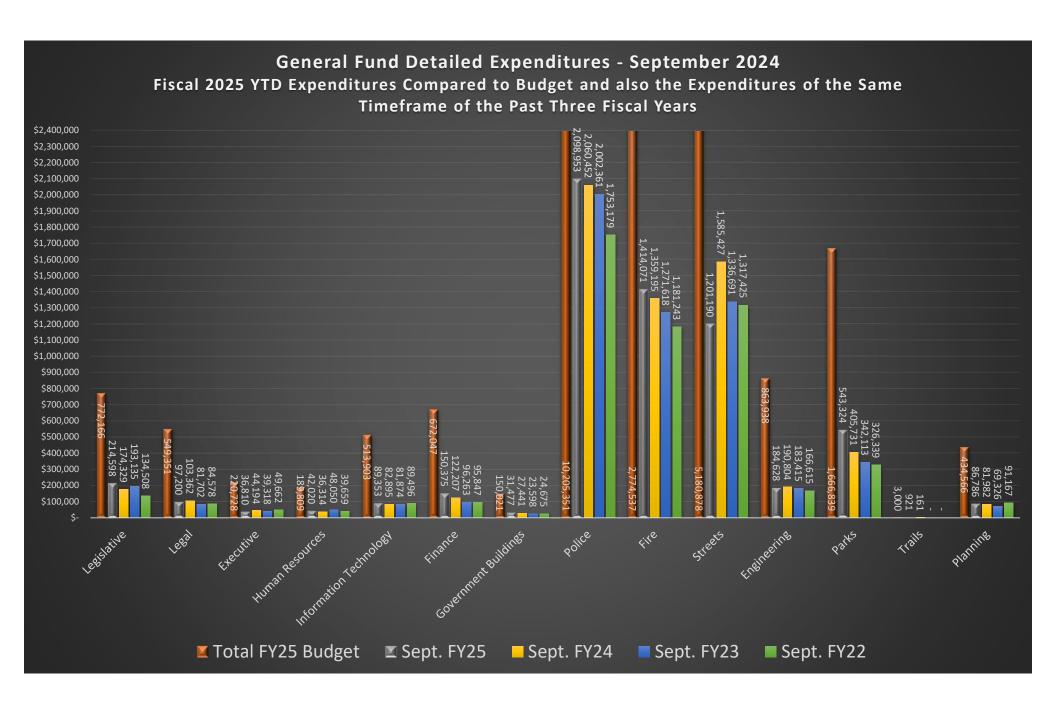
• September 2024 Revenue & Expense Reports – Fiscal 2025 YTD

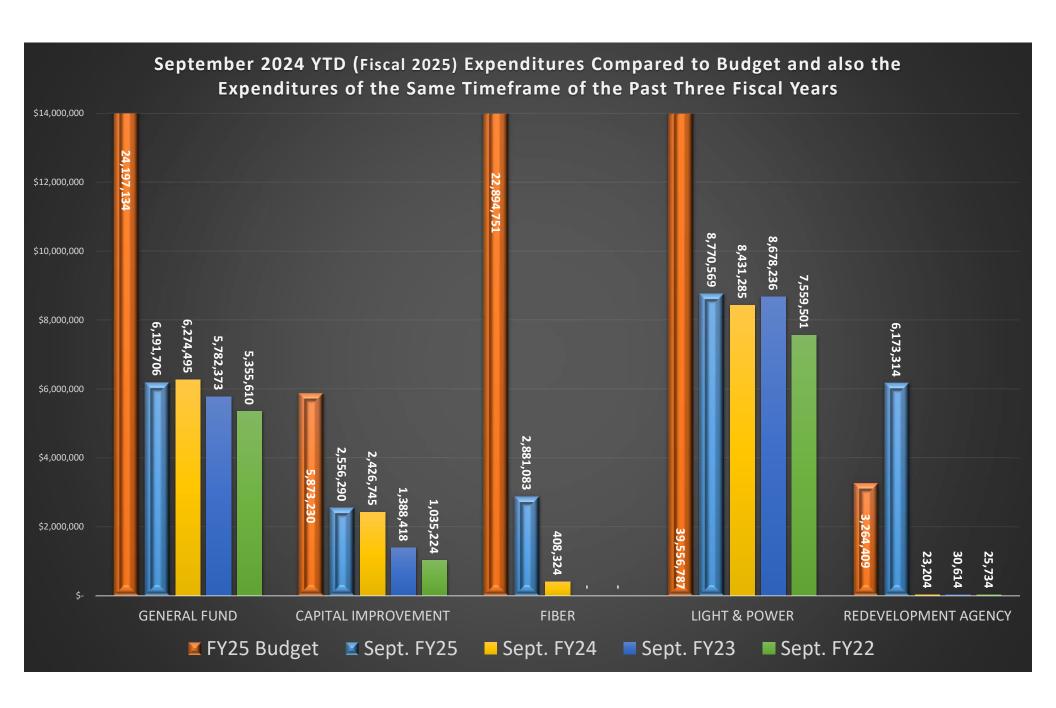


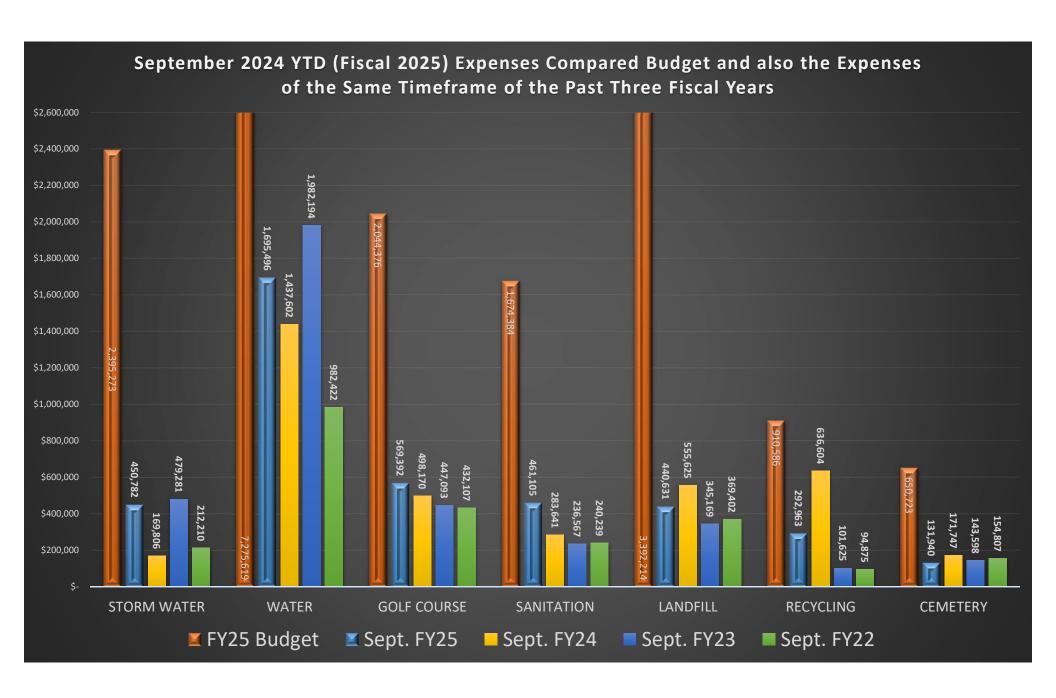














## **SEPTEMBER 2024 - FY2025 REVENUE &EXPENSE**

FOR 2025 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
10 GENERAL FUND							
1010 Property Taxes 1020 Sales Taxes 1030 Franchise Taxes 1040 Property Tax Increment 2000 Licenses & Permits 3000 Grants & Intergovernmental Re 3100 Fines & Forfeitures 4000 Charges For Services-Governmn 4110 Legislative 4120 Legal 4130 Executive 4134 Human Resources 4136 Information Technology 4140 Finance 4160 Government Buildings 4210 Police 4215 Reserve Officers 4216 Crossing Guards 4217 School Resource Officer 4218 Liquor Control 4219 PSAP - E911 4220 Fire 4410 Streets 4450 Engineering 4510 Parks 4550 Trails 4610 Planning 6000 Miscellaneous 6010 Interest & Investment Earning 8010 Transfers In	-3,264,640 -120,000 -1,237,211 772,166 549,351 220,728 189,809 513,903 672,047 150,021 7,661,433 10,000 163,386 508,324 44,001 1,818,207 2,774,537 5,180,878 863,938 1,666,839 3,000 434,566 -102,600 -250,717 -2,990,000	-3,875,363 -7,690,345 -4,009,000 -2,600 -656,650 -3,264,640 -120,000 -1,237,211 772,166 549,351 220,728 189,809 513,903 672,047 150,021 7,661,433 10,000 163,386 508,324 44,001 1,818,207 2,774,537 5,180,878 863,938 1,666,839 3,000 434,566 -102,600 -250,717 -2,990,000	-59,613.43 -610,223.58 -730,324.34 .00 -202,576.97 -81,980.16 -15,791.26 -299,033.84 214,598.26 97,199.83 36,809.77 42,020.04 89,352.78 150,375.18 31,477.20 1,639,066.29 .00 21,887.71 .75,716.01 5,344.27 .356,939.10 1,414,071.00 1,201,190.14 184,627.61 543,323.93 921.05 86,785.95 -17,384.94 -75,559.04	-25,829.18 -610,223.58 -272,682.53 .00 -97,664.61 -80,620.11 -9,785.56 -94,858.57 33,434.38 33,797.57 13,270.30 11,920.69 30,004.52 25,883.50 14,685.21 540,676.26 .00 18,922.39 28,272.33 1,994.71 127,257.08 707,035.50 326,918.55 54,360.06 198,120.28 921.05 28,581.99 -3,358.97 -19,151.75 -297,492.56	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	-3,815,749.57 -7,080,121.42 -3,278,675.66 -2,600.00 -454,073.03 -3,182,659.84 -104,208.74 -938,177.16 557,567.74 452,151.17 183,918.23 147,788.96 424,550.22 521,671.82 118,543.80 6,022,366.71 10,000.00 141,498.29 432,607.99 38,656.73 1,461,267.90 1,360,466.00 3,979,687.86 679,310.39 1,123,515.07 2,078.95 347,780.05 -85,215.06 -175,157.96 -2,037,122.44	1.5% 7.9% 18.2% .0% 30.9% 2.5% 13.2% 24.2% 27.8% 17.7% 16.7% 22.1% 17.4% 22.4% 21.0% 21.4% 21.0% 21.4% 12.1% 19.6% 51.0% 23.2% 21.4% 32.6% 30.7% 20.0% 16.9% 30.1% 31.9%
TOTAL GENERAL FUND	-1,992	-1,992	3,146,341.00	684,388.95	.00	-3,148,333.00**	*****
TOTAL REVENUES TOTAL EXPENSES		24,197,134	6,191,706.12	-1,511,667.42 2,196,056.37	.00	-21,153,760.88 18,005,427.88	
30 DEBT SERVICE							
1010 Property Taxes	-541,950	-541,950	-8,159.38	-3,535.28	.00	-533,790.62	1.5%



## **SEPTEMBER 2024 - FY2025 REVENUE &EXPENSE**

FOR 2025 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4710 Debt Sevice 6010 Interest & Investment Earning	559,596 -600	559,596 -600	158,102.16 -19.71	.98 -204.71	.00	401,493.84 -580.29	28.3% 3.3%
TOTAL DEBT SERVICE	17,046	17,046	149,923.07	-3,739.01	.00	-132,877.07	879.5%
TOTAL REVENUES TOTAL EXPENSES	-542,550 559,596	-542,550 559,596	-8,179.09 158,102.16	-3,739.99 .98	.00	-534,370.91 401,493.84	
45 CAPITAL IMPROVEMENT							
1020 Sales Taxes 3000 Grants & Intergovernmental Re 4110 Legislative 4140 Finance 4210 Police 4410 Streets 4510 Parks 4550 Trails 6000 Miscellaneous 6010 Interest & Investment Earning 6020 Sale of Capital Assets 8000 Contributions 8010 Transfers In	-3,629,655 -125,000 2,290,000 0 792,230 2,176,000 70,000 545,000 -922,000 -50,000 -5,000 -600,000	-3,629,655 -125,000 2,290,000 0 792,230 2,176,000 70,000 545,000 -50,000 -50,000 -600,000	-286,668.51 .00 2,000,000.00 2,212.11 228,607.94 210,869.16 62,589.00 52,012.27 -3,703.14 -216,473.97 .00 -275.00 .00	-286,668.51 .00 .00 .959.52 69,531.42 68,958.06 32,052.00 4,200.00 -205,417.89 -250.00 .00	.00 .00 .00 .00 .00 .00 .00 .00	-3,342,986.49 -125,000.00 290,000.00 -2,212.11 563,622.06 1,965,130.84 7,411.00 492,987.73 3,703.14 -705,526.03 -50,000.00 -4,725.00 -600,000.00	28.9% 9.7% 89.4% 9.5% 100.0% 23.5% .0% 5.5%
TOTAL REVENUES TOTAL EXPENSES	ŕ		-507,120.62 2,556,290.48	-492,336.40 175,701.00	.00	-4,824,534.38 3,316,939.52	37017/
49 STORM WATER	3,073,230	5,075,250	2,330,230.40	1,3,,,01.00	.00	3,310,333.32	
4900 Storm Water 6000 Miscellaneous 6010 Interest & Investment Earning 7000 Charge For Services-Proprieta 8020 Impact Fees	2,395,273 -5,800 -15,000 -2,011,118	2,395,273 -5,800 -15,000 -2,011,118	450,781.57 -1,198.00 -42,248.69 -466,439.54 -3,300.00	114,050.41 -599.00 -20,370.55 -173,079.96 -3,300.00	.00 .00 .00 .00	1,944,491.43 -4,602.00 27,248.69 -1,544,678.46 3,300.00	20.7% 281.7% 23.2%
TOTAL STORM WATER	363,355	363,355	-62,404.66	-83,299.10	.00	425,759.66	-17.2%
TOTAL REVENUES TOTAL EXPENSES	-2,031,918 2,395,273	-2,031,918 2,395,273	-513,186.23 450,781.57	-197,349.51 114,050.41	.00	-1,518,731.77 1,944,491.43	

50 FIBER



## **SEPTEMBER 2024 - FY2025 REVENUE &EXPENSE**

FOR 2025 03

50 FIBER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5000 Fiber 6010 Interest & Investment Earning 7000 Charge For Services-Proprieta	22,894,751 -1,800,000 -405,500	22,894,751 -1,800,000 -405,500	2,881,083.22 -241,971.11 -36,576.85	1,673,617.56 -118,305.52 -13,320.66	.00 .00 .00	20,013,667.78 -1,558,028.89 -368,923.15	12.6% 13.4% 9.0%
TOTAL FIBER	20,689,251	20,689,251	2,602,535.26	1,541,991.38	.00	18,086,715.74	12.6%
TOTAL REVENUES TOTAL EXPENSES	-2,205,500 22,894,751	-2,205,500 22,894,751	-278,547.96 2,881,083.22	-131,626.18 1,673,617.56	.00	-1,926,952.04 20,013,667.78	
51 WATER							
5100 Water 6000 Miscellaneous 6010 Interest & Investment Earning 6020 Sale of Capital Assets 7000 Charge For Services-Proprieta 7010 Connection & Servicing 8010 Transfers In 8020 Impact Fees 8030 Capital Contributions/Donatio	7,275,619 -2,000 -60,000 -20,000 -6,201,000 -40,000 -2,000,000 -60,000 -50,000	7,275,619 -2,000 -60,000 -20,000 -6,201,000 -40,000 -2,000,000 -60,000 -50,000	1,695,496.11 .00 -53,094.32 .00 -1,737,561.71 -5,998.66 -2,000,000.00 -21,376.00 -7,472.00	823,209.18 .00 -23,901.99 .00 -608,397.38 -2,442.70 .00 -21,376.00 -1,825.00	.00 .00 .00 .00 .00 .00 .00	5,580,122.89 -2,000.00 -6,905.68 -20,000.00 -4,463,438.29 -34,001.34 .00 -38,624.00 -42,528.00	23.3% .0% 88.5% .0% 28.0% 15.0% 100.0% 35.6% 14.9%
TOTAL WATER	-1,157,381	-1,157,381	-2,130,006.58	165,266.11	.00	972,625.58	184.0%
TOTAL REVENUES TOTAL EXPENSES	-8,433,000 7,275,619	-8,433,000 7,275,619	-3,825,502.69 1,695,496.11	-657,943.07 823,209.18	.00	-4,607,497.31 5,580,122.89	
53 LIGHT & POWER							
5300 Light & Power 6000 Miscellaneous 6010 Interest & Investment Earning 6020 Sale of Capital Assets 7000 Charge For Services-Proprieta 7010 Connection & Servicing 7030 Equipment & Facilty Rents 8030 Capital Contributions/Donatio	39,556,787 -122,000 -559,005 -15,000 -33,977,804 -100,000 -82,978 -550,000	39,556,787 -122,000 -559,005 -15,000 -33,977,804 -100,000 -82,978 -550,000	8,770,568.88 -68,512.53 -217,821.44 .00 -10,444,463.49 -21,996.27 .00 -114,413.00	2,400,197.86 -17,232.77 -113,499.91 .00 -3,305,936.26 -8,252.30 .00	.00 .00 .00 .00 .00 .00	30,786,218.12 -53,487.47 -341,183.56 -15,000.00 -23,533,340.51 -78,003.73 -82,978.00 -435,587.00	22.2% 56.2% 39.0% .0% 30.7% 22.0% .0% 20.8%
TOTAL LIGHT & POWER	4,150,000	4,150,000	-2,096,637.85	-1,044,723.38	.00	6,246,637.85	-50.5%
TOTAL REVENUES TOTAL EXPENSES			-10,867,206.73 8,770,568.88	-3,444,921.24 2,400,197.86		-24,539,580.27 30,786,218.12	

55 GOLF COURSE



## **SEPTEMBER 2024 - FY2025 REVENUE &EXPENSE**

FOR 2025 03

55 GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5500 Golf Course 6000 Miscellaneous 6010 Interest & Investment Earning 7020 Admission & Lesson Fees 7030 Equipment & Facilty Rents 7040 Concession & Merchandise Sale	2,044,376 -3,000 -8,000 -1,136,000 -555,000 -298,000	2,044,376 -3,000 -8,000 -1,136,000 -555,000 -298,000	569,392.49 -2,404.11 -11,804.68 -603,398.44 -294,972.03 -138,734.86	230,954.70 -793.99 -6,137.37 -177,735.52 -88,874.92 -56,128.08	.00 .00 .00 .00 .00	1,474,983.51 -595.89 3,804.68 -532,601.56 -260,027.97 -159,265.14	27.9% 80.1% 147.6% 53.1% 53.1% 46.6%
TOTAL GOLF COURSE	44,376	44,376	-481,921.63	-98,715.18	.00	526,297.63-	1086.0%
TOTAL REVENUES TOTAL EXPENSES	-2,000,000 2,044,376	-2,000,000 2,044,376	-1,051,314.12 569,392.49	-329,669.88 230,954.70	.00	-948,685.88 1,474,983.51	
57 LANDFILL							
6010 Interest & Investment Earning	-288,758	-288,758	.00	.00	.00	-288,758.00	.0%
TOTAL LANDFILL	-288,758	-288,758	.00	.00	.00	-288,758.00	.0%
TOTAL REVENUES	-288,758	-288,758	.00	.00	.00	-288,758.00	
58 SANITATION							
5800 Refuse Collection Operations 5810 Recycle Collection Operations 5820 Landfill Operations 6002 Miscellaneous - Landfill 6010 Interest Earnings - Landfill 7000 Charge For Services-Proprieta 7001 Charge For Services - Recycle 7002 Charge For Services - Landfil	-628,560	1,674,384 910,586 3,392,214 -30,000 -8,000 0 -2,028,392 -628,560 -1,735,000	461,104.89 292,962.52 440,630.75 -9,234.93 -65,873.96 -49,952.55 -431,531.68 -139,077.17 -515,184.80	83,812.61 29,267.06 159,930.01 -4,132.40 -33,131.08 -16,171.96 -162,775.48 -52,397.25 -167,839.37	.00 .00 .00 .00 .00 .00 .00	1,213,279.11 617,623.48 2,951,583.25 -20,765.07 57,873.96 49,952.55 -1,596,860.32 -489,482.83 -1,219,815.20	27.5% 32.2% 13.0% 30.8% 823.4% 100.0% 21.3% 22.1% 29.7%
TOTAL SANITATION	1,547,232	1,547,232	-16,156.93	-163,437.86	.00	1,563,388.93	-1.0%
TOTAL REVENUES TOTAL EXPENSES	-4,429,952 5,977,184	-4,429,952 5,977,184	-1,210,855.09 1,194,698.16	-436,447.54 273,009.68	.00	-3,219,096.91 4,782,485.84	
5900 Cemetery 6010 Interest & Investment Earning	650,723 -11,000	650,723 -11,000	131,939.73 -8,788.59	46,885.30 -4,396.97	.00	518,783.27 -2,211.41	20.3% 79.9%



## **SEPTEMBER 2024 - FY2025 REVENUE &EXPENSE**

FOR 2025 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
7000 Charge For Services-Proprieta 7050 Cemetery Burial Plot Sales	-576,100 -108,625	-576,100 -108,625	-149,130.00 -27,100.00	-53,050.00 -5,775.00	.00	-426,970.00 -81,525.00	25.9% 24.9%
TOTAL CEMETERY	-45,002	-45,002	-53,078.86	-16,336.67	.00	8,076.86	117.9%
TOTAL REVENUES TOTAL EXPENSES	-695,725 650,723	-695,725 650,723	-185,018.59 131,939.73	-63,221.97 46,885.30	.00	-510,706.41 518,783.27	
61 COMPUTER MAINTENANCE							
4000 Charges For Services-Governmn 6000 Miscellaneous 6010 Interest & Investment Earning 6100 Computer Maintenance	-205,000 0 -1,500 203,350	-205,000 0 -1,500 203,350	.00 -450.00 -20.06 388.32	.00 .00 -9.97 .05	.00 .00 .00	-205,000.00 450.00 -1,479.94 202,961.68	.0% 100.0% 1.3% .2%
TOTAL COMPUTER MAINTENANCE	-3,150	-3,150	-81.74	-9.92	.00	-3,068.26	2.6%
TOTAL REVENUES TOTAL EXPENSES	-206,500 203,350	-206,500 203,350	-470.06 388.32	-9.97 .05	.00	-206,029.94 202,961.68	
63 LIABILITY INSURANCE							
5010 Interest & Investment Earning 5300 Liability Insurance 7000 Charge For Services-Proprieta	-32,550 1,054,165 -656,561	-32,550 1,054,165 -656,561	-8,733.06 32,630.36 .00	-4,080.92 12,844.60 .00	.00 .00 .00	-23,816.94 1,021,534.64 -656,561.00	26.8% 3.1% .0%
TOTAL LIABILITY INSURANCE	365,054	365,054	23,897.30	8,763.68	.00	341,156.70	6.5%
TOTAL REVENUES TOTAL EXPENSES	-689,111 1,054,165	-689,111 1,054,165	-8,733.06 32,630.36	-4,080.92 12,844.60	.00	-680,377.94 1,021,534.64	
64 WORKERS' COMP INSURANCE							
6010 Interest & Investment Earning 6400 Workers' Comp Insurance 7000 Charge For Services-Proprieta	-22,500 514,814 -368,522	-22,500 514,814 -368,522	-8,452.04 41,811.40 -77,935.10	-4,213.35 9,598.70 -28,382.63	.00 .00 .00	-14,047.96 473,002.60 -290,586.90	37.6% 8.1% 21.1%
TOTAL WORKERS' COMP INSURANCE	123,792	123,792	-44,575.74	-22,997.28	.00	168,367.74	-36.0%
TOTAL REVENUES TOTAL EXPENSES	-391,022 514,814	-391,022 514,814	-86,387.14 41,811.40	-32,595.98 9,598.70	.00	-304,634.86 473,002.60	

72 RDA REVOLVING LOAN FUND



## **SEPTEMBER 2024 - FY2025 REVENUE &EXPENSE**

FOR 2025 03

72 RDA REVOLVING LOAN FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
6000 Miscellaneous 6010 Interest & Investment Earning 7200 RDA Revolving Loans	-149,713 -149,423 1,500,480	-149,713 -149,423 1,500,480	-53,582.09 -17,912.65 3,740,047.43	-24,034.18 -8,108.15 450,009.43	.00 .00 .00	-96,130.91 -131,510.35 -2,239,567.43	35.8% 12.0% 249.3%
TOTAL RDA REVOLVING LOAN FUND	1,201,344	1,201,344	3,668,552.69	417,867.10	.00	-2,467,208.69	305.4%
TOTAL REVENUES TOTAL EXPENSES	-299,136 1,500,480	-299,136 1,500,480	-71,494.74 3,740,047.43	-32,142.33 450,009.43	.00	-227,641.26 -2,239,567.43	
73 REDEVELOPMENT AGENCY							
1010 Property Taxes 1040 Property Tax Increment 4000 Charges For Services-Governmn 6010 Interest & Investment Earning 7300 Redevelopment Agency 8010 Transfers In	-79,000 -764,947 0 -24,000 1,763,929	-79,000 -764,947 0 -24,000 1,763,929	.00 .00 -12,000.00 -14,141.65 2,433,266.70 -2,400,000.00	.00 .00 -6,000.00 -7,026.96 10,290.86 .00	.00 .00 .00 .00 .00	-79,000.00 -764,947.00 12,000.00 -9,858.35 -669,337.70 2,400,000.00	.0% .0% 100.0% 58.9% 137.9% 100.0%
TOTAL REDEVELOPMENT AGENCY	895,982	895,982	7,125.05	-2,736.10	.00	888,856.95	. 8%
TOTAL REVENUES TOTAL EXPENSES	-867,947 1,763,929	-867,947 1,763,929	-2,426,141.65 2,433,266.70	-13,026.96 10,290.86	.00	1,558,194.65 -669,337.70	
74 CEMETERY PERPETUAL CARE							
6010 Interest & Investment Earning 7050 Cemetery Burial Plot Sales 7400 Cemetery Perpetual Care	-72,000 -43,000 451	-72,000 -43,000 451	-23,073.52 -16,050.00 127.39	-11,447.36 -2,775.00 55.01	.00 .00 .00	-48,926.48 -26,950.00 323.61	32.0% 37.3% 28.2%
TOTAL CEMETERY PERPETUAL CARE	-114,549	-114,549	-38,996.13	-14,167.35	.00	-75,552.87	34.0%
TOTAL REVENUES TOTAL EXPENSES	-115,000 451	-115,000 451	-39,123.52 127.39	-14,222.36 55.01	.00	-75,876.48 323.61	
78 LANDFILL CLOSURE							
6010 Interest & Investment Earning	-45,600	-45,600	-13,352.30	-4,322.76	.00	-32,247.70	29.3%
TOTAL LANDFILL CLOSURE	-45,600	-45,600	-13,352.30	-4,322.76	.00	-32,247.70	29.3%
TOTAL REVENUES	-45,600	-45,600	-13,352.30	-4,322.76	.00	-32,247.70	
83 RAP TAX							

83 RAP TAX

# **Bountiful City Corporation**



# **SEPTEMBER 2024 - FY2025 REVENUE &EXPENSE**

FOR 2025 03

83 RAP TAX	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1050 RAP Taxes 6010 Interest & Investment Earning 8300 RAP Tax	-750,000 -8,000 928,800	-750,000 -8,000 928,800	-63,962.07 -1,872.35 82,509.89	-63,962.07 -1,071.94 5.15	.00 .00 .00	-686,037.93 -6,127.65 846,290.11	8.5% 23.4% 8.9%
TOTAL RAP TAX	170,800	170,800	16,675.47	-65,028.86	.00	154,124.53	9.8%
TOTAL REVENUES TOTAL EXPENSES	-758,000 928,800	-758,000 928,800	-65,834.42 82,509.89	-65,034.01 5.15	.00	-692,165.58 846,290.11	
99 INVESTMENT							
6010 Interest & Investment Earning	0	0	-768,160.09	-263,565.14	.00	768,160.09	100.0%
TOTAL INVESTMENT	0	0	-768,160.09	-263,565.14	.00	768,160.09	100.0%
TOTAL REVENUES	0	0	-768,160.09	-263,565.14	.00	768,160.09	
GRAND TOTAL	28,453,375	28,453,375	5,958,847.19	718,563.21	.00	22,494,527.81	20.9%

\*\* END OF REPORT - Generated by Tyson Beck \*\*

**Subject:** Annual Comprehensive Financial

Report & the independent auditor's

Supplemental Reports for FY2024

**Author:** Tyson Beck, Finance Director



## **Background**

Our annual audit has been completed and the Annual Comprehensive Financial Report (ACFR) and independent auditor's Supplemental Reports must be presented to the City Council.

#### **Analysis**

State law requires that municipalities prepare and present to the governing body an annual financial report in conformity with Generally Accepted Accounting Principles (GAAP). State law also requires municipalities with annual revenues or expenditures of \$1,000,000 or more receive an annual independent audit and that the report of said audit be presented to the governing body (See UCA Sections 10-6-150 and 51-2a-201 through 203.).

For the fiscal year ended June 30, 2024 (FY2024) the ACFR was again prepared in-house by the Finance Department and audited by the independent auditing firm Keddington & Christensen, LLC. The FY2024 ACFR received an unmodified opinion (i.e. clean opinion) from the auditors.

Auditing standards require the independent auditing firm to report the scope of the audit, audit findings (if any), and significant audit adjustments (if any) directly to the governing body. Marcus Arbuckle, Partner at Keddington & Christensen, LLC., will present the audit and Supplemental Reports to the City Council.

# **Department Review**

The ACFR was prepared principally by the Finance Director and reviewed by the Assistant Finance Director and Assistant City Manager, as well as audited by Keddington & Christensen, LLC. The Supplemental Reports were prepared by Keddington & Christensen, LLC. and reviewed by the Finance Director and Assistant City Manager. This staff report was written by the Finance Director and reviewed by the City Manager.

### **Significant Impacts**

There is no action required or other significant impacts in regard to these financial reports.

#### **Attachments**

ACFR and the auditor's Supplemental Reports for fiscal year ended June 30, 2024, will be provided electronically initially and physically when they are printed and bound.

#### **Recommendation**

These reports are for your review of the City's FY2024 operations and finances. There is <u>no formal</u> <u>action</u> needed from the Mayor and City Council.

**Subject:** Post Top Fixtures Purchase Approval

**Author:** Allen Ray Johnson, Director

**Department:** Light & Power

Date: November 12, 2024



## **Background**

We replace light fixtures throughout the city during normal maintenance due to accidents and failures. We are in the process of replacing the older lights with the more efficient LED lights which will save on the city's energy costs. We have identified in our 2024-25 fiscal budget \$125,000 for street light upgrades. We plan on replacing these lights through the winter months when back yard access is not readily available.

## **Analysis**

This fixture is a single source light because it is the only fixture we have been able to find that has a variable light output and can accept several input voltages with the same fixture. This allows us to just have one line in inventory vs multiple fixtures for voltage and light output. We have tried several brands and types of fixtures and found the fixtures from American Electric lighting to work best for our needs

125 (ea.) Contempo Post top fixtures

Distributors/Manufacture	Cost	Delivery
Anixter – American Electric Lighting South Salt Lake City, Utah	\$51,177	5-7 weeks

### **Department Review**

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

#### **Significant Impacts**

These light fixtures will be purchased and placed into inventory until they are needed.

#### Recommendation

The Power Commission and Staff recommends approval to purchase the 125 LED post top fixtures from **Anixter** for the sum of **\$51.177**.

#### Attachments.

None

**Subject: Shop Well Rehabilitation** 

**Author: Kraig Christensen** 

Department: Water

Date: November 12, 2024



## **Background**

The Shop Well is one of the highest producing wells in our water system. Over the last few weeks, we have noticed what started as a small fluctuation in the gallons per minute (GPM) that has been decreasing each time it is called to run. We suspected that the pump and motor set was starting to fail. We looked in the files to find the last time this site had a new pump and motor set installed and that was back in 2007. At that time the old motor broke free from the steel casing and fell 400+ ft to the bottom of the well. We were "fortunate" to retrieve the equipment. The well casing was then rethreaded and reused with a new pump and motor installation.

## **Analysis**

Our Shop Well is currently producing around 350- 400 GPM, which is a decrease from usual flow of 800-850 GPM. Our suspicions about the pump and motor set needing to be replaced increased to include the need to replace the casing which connects the pump to the water system. After additional investigation, it has been determined that the Shop Well needs a new pump and motor along with pump discharge casing to return to the full flow production of 800-850 GPM. The steel discharge pipe has deteriorated to the point where the holes in the pipe allow a significant portion of the water pumped by the motor to exit the pipe and recirculate inside the well before reaching the surface.

After consulting with the Public Works Director and City Manager and it was determined that the well production was a high priority and that steps should be taken to obtain pricing for the work. The City Manager granted approval to get on a vender's schedule and keep this process moving forward.

We have received bids from three different vendors. The bids are as follows.

- Rhino Pumps \$85,086.77
- Nickerson Company \$72,254
- Widdison Well Services \$67,402

### **Department Review**

This purchase has been reviewed by the City Manager and Public Works Director.

# **Significant Impacts**

The Shop Well rehabilitation will be funded from our FY24-25 Contingency (\$60,000) and the remaining amount from the Capital Budget Account for Improvements Other than Buildings.

# **Recommendation**

It is staff recommendation that the City Council give retroactive approval for the Shop Well rehabilitation to Widdison Well Services in the amount of \$67,402. Widdison recently completed the Calder Well Rehabilitation project, and has worked on many of the City's wells over the years.

# **Attachments**

None

**Subject: Access Control System Replacement** 

**Author: Greg Martin** 

**Department:** Information Technology

Date: November 12, 2024



## **Background**

Bountiful City uses an access control system to grant and monitor access to several areas at City Hall and at the Police Station. Currently, we use a system by S2 which is no longer being supported or developed.

#### **Analysis**

We have reviewed several manufacturers and decided to select Avigilon for a replacement system. Avigilon was chosen for the features available and the integration with our current camera system (also by Avigilon). The components of this system are non-proprietary and can be used with other vendors should the need arise in the future. Additionally, we can expand this system to monitor additional facilities such as fiber huts as needed.

We obtained the following quotes from three vendors.

Harris: \$78,195 Structure Works: \$64,531 CompuTech: \$45,961

### **Department Review**

The report was reviewed by the City Manager and IT Director.

# **Significant Impacts**

The IT Department will be using capital funds allocated for this project.

# **Recommendation**

The Information Technology department recommends that the City Council approve the purchase of the Avigilon access control system from CompuTech for \$45, 961.

### **Attachments**

Quotes available upon request.

**Subject:** Purchase of 35 Desktop Computers

**Author:** Greg Martin

**Department:** Information Technology

**Date:** 11/12/2024



## **Background**

The Information Technology Department manages the City's Computer Replacement Fund. All departments are assessed an annual fee based on the estimated useful life of computers, monitors, printers, etc.

With an estimated lifespan of five-to-seven years for computers, we are always in the process of updating or replacing computers. We have identified 35 computers that are reaching their "end of life" and need to be replaced this year.

#### **Analysis**

We purchase from Dell Direct as they are on State Contract and we have a direct order process. Dell Direct also holds the registration for our purchases providing a lower price alternative to any other vendor's pricing.

### **Department Review**

The report was reviewed by the City Manager and IT Director.

## **Significant Impacts**

All users and departments benefit from the computer replacement project. The Computer Replacement Fund budget for FY 2024 is \$41,800.

#### **Recommendation**

The Information Technology department recommends that the Council approval the purchase of 35 desktop computers and monitors from Dell Direct as follows:

Qty	Equipment	Unit Price	Cost
35	Dell Optiplex 7020 MFF, i7 Computers	1,057.90	\$ 37,026.55
TOTA	L		\$ 55,161.00

#### **Attachments**

Quote available upon request.

**Subject: Cemetery Utility Vehicle Author:** Brock Hill/Geno Flanary

**Department:** Cemetery **Date:** 12 November 2024



## **Background**

Bountiful Cemetery carries a reputation as being well maintained with kind, courteous, and helpful staff. The expectation of timely and respectful services along with maintaining the Cemetery at high levels, where family and friends come to mourn the passing of loved ones, has always been a high priority for City Officials, the cemetery superintendent, and maintenance staff.

#### **Analysis**

Performing 350 burials per year takes a toll on staff and equipment alike. Currently, the Cemetery use a large frontend loader/backhoe, a 1 ton truck, a side-dump hauler, and 1 small utility vehicle to remove soil and turf as they excavate and prepare gravesites for burial. It is becoming increasingly difficult to maneuver the larger equipment in and around existing graves, headstones, and irrigation equipment without causing significant damage. Critical to Cemetery operations is the ability to carry heavy loads in very tight spaces. It is necessary that small, narrow type of equipment, specifically designed for Cemetery operations, be purchased which will allow the maintenance staff to perform the critical services required at the Cemetery. Therefore, it is necessary to purchase another utility vehicle as other equipment reaches its end of service cycle. Due to the nature of cemetery specialized equipment needed to continue performing their tasks efficiently and taking into consideration the existing equipment parts and supplies on hand, staff requested an equipment price quote from the State's contracted and authorized John Deere dealer, Stotz Equipment.

Under the Utah Contract for Grounds Maintenance Equipment MA2184, Stotz Equipment quoted a total price for a new John Deere ProGator2020A utility vehicle as \$41,338.67. The purchase of a utility vehicle has been budgeted for in this year's Capital Equipment budget and there are sufficient funds to cover the costs associated with this purchase. This utility vehicle replaces one older utility vehicle which has already been taken out of service and will be disposed of as per City policies and procedures.

### **Department Review**

The review was completed by the Parks Department and Cemetery Superintendent.

# **Significant Impacts**

Not replacing this maintenance utility vehicle will greatly impact the cemetery maintenance staff's ability to prepare, open and close gravesites and perform their daily maintenance tasks efficiently and effectively.

## Recommendation

Staff recommends the Council approve the purchase of a new John Deere ProGator 2020A utility vehicle for the price of \$41,38.67 through Stotz Equipment under the State of Utah Contract for Grounds Maintenance Equipment #MA2184.

# **Attachments**

None (quote provided upon request)

**Subject: Recycling Processing Services** 

Author: Recycling Director Department: Recycling Date: November 12, 2024



#### **Background**

Bountiful City has had an agreement with Rocky Mountain Recycling to process recyclable materials since 2008 when the recycling program was started. In 2018, Bountiful City agreed to pay for the processing of the materials when the recycling market prices went down. In 2022, Bountiful City took over curbside collection, delivery and the processing costs of materials sent to Rocky Mountain Recycling. The agreement we had with Rocky Mountain Recycling has expired with no option to extend it again.

Staff prepared a Request for Proposal for Recycling Processing Services and posted it on the statewide website. We received 3 responses: Rocky Mountain Recycling, Waste Management, and Wasatch Integrated.

#### **Analysis**

Both Rocky Mountain and Waste Management proposed a pricing methodology which includes a base fee (per ton) and a mechanism to estimate the value of the materials received based on the composition of the recycling stream. The value of the recycled material (Blended Value) is then used to offset the per ton processing cost. When the value of the recycled materials is sufficient to cover, or exceeds the base fee, there would be no additional expense to process and sell the materials. When the value of the recycled materials is low, the City would pay the difference between the per ton processing cost and the value of the materials. Wasatch Integrated proposed a flat per ton rate which offers stability and predictability in disposal costs but does not include any applied benefit (in the form a of a credit) for the value of the recyclable material. The following chart is a comparison of the proposals:

# **Recycling Processing services**

	Rocky Mountain Recycling	Waste Management	Wasatch Integrated
Processing Fee	\$ 110.00 Reviewed yearly	\$ 115.06 Reviewed yearly	\$ 45.00 per ton
Test Sorts	Monthly 6 month Ave used for pricing	Based on the last 8 test sorts Monthly for 3 months then Quarterly	None
Material Pricing	Based on PPI Pacific Northwest Markets updated Monthly	Based on index values ( not named) updated Monthly	None
Contamination Fee	% used to calculate the Blended value 6 month Ave % found in test sorts	\$ 55.00 per Ton Charged to material value	None
		\$ 59.00 per Ton If over 40% contamination entire load	
Blended Value	Updated monthly	Updated monthly	None
Revenue Sharing	70% of blended value	50% of blended value after costs	None

The following chart demonstrates the application of the methodology proposed by the 3 responding companies. **Example 1** shows how the Blended Value (Revenue Sharing Value) is calculated, based on the material types. **Examples 2 and 3** demonstrate the effect of changes in the value of the materials and the and the resulting cost to the City for processing the recyclables.

Example 1	1	Rocky N ton of material	1ountain	Recycling		aste Mana	agement		Wasatch Intergrate
Test Sort % Ma	aterial Val	ues			M	aterial Val	lues		Material Values
					15.1%		Resi Fiber #56	\$ 14.35	None
69.53% \$			\$	62.58	40.8%			\$ 48.96	
13.33% \$		Mixed Paper	\$	8.66	20.7%		Mixed Paper	\$ 7.04	
5.82% \$			\$	11.06	3.2% \$			\$ 5.76	
2.60% \$			\$	16.12	1.1% \$			\$ 6.38	
		HDPE color	\$	4.28	1.6%		HDPE color	\$ 3.04	
		Aluminum cans	\$	30.60			Aluminum cans	\$ 24.65	
2.02% \$	155.00	Tin / Steel	\$	3.13	0.9%		Tin / Steel	\$ 0.93	
0.000/	(00.00)	DI .: 0.7		(0.70)	0.6%		Plastics 4 & 5	\$ 0.42	
2.33% \$	(30.00)	Plastics 3-7	\$	(0.70)	1.3%		Plastics other	\$ (0.39)	
22.83%		Fines /Trash	\$	-	13.1%	(55.00)	Fines /Trash	\$ (7.21)	
		Recyclables Value	\$	135.72			Recyclables Value	\$ 103.93	
1.00 to							_		
Saleable materia		Material Value		nded value		rocessing		\$(115.06)	
77.16%	Х	\$ 135.72 =	\$	104.72	R	evenue Sh	aring Value	\$ 103.93	
		Reduced value to ac	count for	trash/fines	To	otal proces	ssing cost per ton	\$ (11.14)	\$ 45.00
Revenue Sharing	g	Blended value							
70%	X	\$ 104.72 =	\$	73.31			tebate 50% (if positive)	\$ -	
						processii	ig cost per ton		
Pr	rocessing	ee	\$	(110.00)					
Re	evenue Sh	aring Blended	\$	73.31					
To	otal proces	sing cost per ton	\$	(36.69)					
Example 2		Rocky	1ountain	Recycling	W	aste Mana	agement		Wasatch Intergrate
Lxample 2		Recyclables Value	\$	160.00			Recyclables Value	\$ 160.00	Recyclables Value
1.00 to	n								None
Saleable materia		Material Value	Blei	nded value	Р	rocessing	fee	\$(115.06)	110.10
77.16%	X	\$ 160.00 =	\$	123.46		_	aring Value	\$ 160.00	
		Reduced value to ac	count fo	trash/fines	T	otal proces	ssing cost per ton	\$ 44.94	\$ 45.00
Revenue Sharing	ø	Blended value							
70%	X	\$ 123.46 =	\$	86.42			tebate 50% (if positive)	\$ 22.47	
Pr	rocessing	ee	\$	(110.00)		F. 0 0 0 0 0 0 11	.0 -001 po. 1011		
	0	aring Blended	\$	86.42					
		sing cost per ton	\$	(23.58)					
Example 3									
		Recyclables Value	\$	60.00			Recyclables Value	\$ 60.00	Recyclables Value
									None
1.00 to		Material Value		nded value		rocessing		\$(115.06)	
Saleable materia	al		\$	46.30	R	evenue Sh	aring Value	\$ 60.00	
1.00 to Saleable materia 77.16%		\$ 60.00 =	Ψ		1				1
Saleable materia	al			trash/fines	To	otal proces	ssing cost per ton	\$ (55.06)	\$ 45.00
Saleable materia	al X	\$ 60.00 =		rtrash/fines	To	otal proces	ssing cost per ton	\$ (55.06)	\$ 45.00
Saleable materia 77.16%	al X	\$ 60.00 =		trash/fines 32.41	C	ustomer R	lebate 50% (if positive)		\$ 45.00
Saleable materia 77.16% Revenue Sharing 70%	al X	\$ 60.00 =  Reduced value to ac  Blended value \$ 46.30 =	ccount for		C	ustomer R			\$ 45.00
Saleable materia 77.16% Revenue Sharing 70% Pr	al X g X rocessing	\$ 60.00 =  Reduced value to ac  Blended value \$ 46.30 =	ccount for	32.41	C	ustomer R	lebate 50% (if positive)		\$ 45.00

# **Analysis Summary**

**Rocky Mountain Recycling's** pricing structure has the potential to have higher processing costs for the City. This would be detrimental to the City's Recycling budget and is not Staff's recommendation.

**Wasatch Integrated** is a flat fee with no recyclable material value sharing. It would be a known cost for budgeting and would not fluctuate with the recycling market. The cost is higher than the City currently pays, so Staff does not feel this is in the best interest of the Recycling Program.

**Waste Management's** pricing structure has the potential to have similar processing costs to what we had with a small potential for a rebate if recyclable material value rises for the City. This appears to be the best value for the City and is Staff's recommendation.

#### **Department Review**

This report was reviewed by the Recycling Director, Public Works Director, and the City Manager.

#### **Significant Impacts**

The processing costs look like they will be within the forecasted budget for FY25.

#### Recommendation

Staff recommends that the Council enter into an agreement with Waste Management for the processing of Recyclable Materials collected by Bountiful City.

#### **Attachments**

Recycling Agreement with Waste Management. Agreement was reviewed by the City Attorney (RFP's are available for review if desired)

# RECYCLING SERVICES AGREEMENT SINGLE STREAM BLENDED VALUE

THIS RECYCLING SERVICES AGREEMENT ("Agreement") is made as of December 1, 2024, by and between WM RECYCLE AMERICA, L.L.C. ("Company"), a Delaware limited liability company with an office located at 800 Capitol, Suite 3000, Houston, TX 77002, and Bountiful City ("Customer"), with a location at 795 S. Main Street, Bountiful, UT 84010.

1. **TERM**. The term of the Agreement shall be for a period of five (5) years, commencing December 1, 2024. The Agreement may renew for up to three (3) additional one (1) year terms, upon mutual written agreement by the parties.

### 2. SINGLE STREAM RECYCLABLES PROCESSING.

- QUANTITY AND QUALITY: During the term of the Agreement Company shall accept, and Customer agrees to deliver to Company, one hundred percent (100%) of the Customer's Single Stream Materials. Customer Single Stream Materials means materials collected by the City or its contractor which have been source-separated by the generator (residential or commercial) from solid waste for the purpose of being recycled. Single Stream Materials includes both Recyclables and Non-Recyclables, as defined in Exhibit A. Customer will provide the Single Stream Materials in accordance with Exhibit A ("Specifications"). Single Stream Materials specifically exclude any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times; Company will have the burden of demonstrating that any Excluded Material were delivered by Customer. Title to Single Stream Materials provided by Customer to Company is transferred to Company upon Company's receipt unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclables as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.
- b. RECYCLABLE VALUE: The value of the Single Stream Materials meeting the Specifications shall be as set forth on Exhibit B. The initial composition will be as set forth on Exhibit B. Company may perform composition studies from time-to-time to determine the percentage of each commodity in Customer's Single Stream Materials and Exhibit B will be deemed adjusted accordingly.
- c. PAYMENTS; CHARGES; ADJUSTMENTS: Company invoices issued pursuant to Exhibit B shall be paid by Customer within 30 days. State and local taxes, if applicable, will also be added. Company shall pay Customer for amounts owed pursuant to Exhibit B on or about the last day of the following month. With each invoice, Company will provide a report similar to that in Exhibit C. Company reserves the right to increase or decrease the Processing Fee payable by Customer (as defined in Exhibit B, Section 3) or modify the rebate to Customer (as defined in Exhibit B, Section 2) during the term: (a) for any changes or modifications to, or differences between, the actual services provided by Company to Customer and the agreed upon services, (b)

[item omitted]; (c) to cover any increases in disposal, processing, recycling, storage and/or third party transportation or any other transportation costs; and (d) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters. Any increase in Processing Fee enumerated in clauses (a) through (d) above may include an amount for Company's operating or gross profit margin. In the event Company adjusts the Processing Fee as provided in this Section, Customer and Company may agree that this Agreement as so adjusted will continue in full force and effect for the remaining term. Proposed modifications shall be submitted to Customer no later than 15 days prior to implementation of the pricing adjustment. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and containers.

d. SERVICE: Customer shall deliver Single Stream Materials, at Customer's expense, to Company's facility located at 3405 West 900 South, Salt Lake City, UT 84101 (the "MRF") during the Facilities operating hours, which are:

```
Monday – Friday, 6:00 a.m. – 4:00 p.m.
Saturday, upon agreement of the Company and Customer
```

The MRF will be closed Thanksgiving, Christmas Day, New Years Day, Memorial Day, July 4, and Labor Day

All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Company at the MRF.

- e. REPORTING: Company will provide Customer all necessary information to comply with the reporting requirements of U.C.A. 19-6-509.
- 3. DEFAULT: Notwithstanding the term of this Agreement set forth in paragraph one (1) above, in the event of default by a party, which default is not cured within thirty (30) days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice.
- 4. INDEMNIFICATION/LIMIT OF LIABILITY: Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs as a result of the processing or disposal of Customer's Single Stream Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

- 5. REMEDIES AND WAIVER: A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or in equity. A party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.
- 6. FEES, COSTS AND TAXES: Customer shall pay all license fees, assessments and sales, use and other taxes imposed as a result of this Agreement, excepting only taxes imposed on or measured by income of the Company.
- 7. NOTICES: Any notice to be given hereunder shall be sent certified mail or by a recognized National overnight carrier service to the address set forth above and in the case of Company a copy shall be sent to 800 Capitol, Suite 3000, Houston, TX 77002 and to 222 S. Mill Ave., Suite 301, Tempe, AZ 85281.
- 8. MISCELLANEOUS: (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment ("Uncontrollable Circumstances"), and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other recycling services agreements for the Recyclables, whether written or oral, that may exist between the parties or its affiliates; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision; and (f) In the event Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay Company's attorneys' fees and court costs.
- 9. TERMINATION: This Agreement may be terminated by either party. Notice shall be provided in writing, with a minimum of 30 days written notice.

BY SIGNING BELOW, EACH SIGNATOR WARRANTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF THE PARTY SET FORTH.

Dated as of the date first above written.

WM RECYCLE AMERICA, L.L.C.	BOUNTIFUL CITY
Ву:	Ву:
Print:	Print:
Title:	Title:

# **EXHIBIT A**

# **SINGLE STREAM MATERIALS SPECIFICATIONS**

**RECYCLABLES** must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Plastics with the symbol #4 or #5	Magazines, glossy inserts and pamphlets

## **NON-RECYCLABLES** include, <u>but are not limited</u> to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3, #6, #7 and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)

items	
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons	Aseptic Containers
Glass food and beverage containers – brown, clear, or green – empty	

#### **DELIVERY SPECIFICATIONS:**

Single Stream Materials delivered by or on behalf of Customer may not contain more than 20% Non-Recyclables or any Excluded Materials.

Company may reject in whole or in part, or may process, in its sole discretion, Single Stream Materials not meeting the specifications, including wet materials, and Customer shall pay Company for all costs, losses and expenses incurred with respect to such non-conforming Single Stream Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Single Stream Materials which charges may include an amount for Company's operating or profit margin ("Cost"). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

#### **EXHIBIT B**

#### **PRICING**

#### 1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Customer's value share is 50% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, Customer shall pay Company the difference between the Processing Fee and the Blended Value. See examples in Section 4 regarding how the calculation will be done.

#### 2. BLENDED VALUE

To calculate the Blended Value per ton of Single Stream Materials,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Customer's Single Stream Materials, as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "Pulp & Paper" means the higher of the prices issued by Fastmarket RISI PPI Pulp & Paper Week for the PPW Region as stated below, domestic price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average price published at www.SecondaryMaterialsPricing.com for the SMP Region as stated below, first dated price each month, retroactive to the first of the month.
- If Pulp & Paper or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may substitute such alternative publication(s) or alternate method to determine the value of each commodity set forth below.
- "Actual Value" means the average price, as established as of the 15<sup>th</sup> of each month, to be paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery and disposal costs.

The initial composition, and hypothetical pricing, is set forth below. Company will perform composition studies on a quarterly basis to determine the cumulative percentage (based on 8 audits) of each commodity in Customer's Single Stream Materials and this Exhibit B will be deemed adjusted accordingly.

	Sountiful City Example Residential Single Stream Pricing				n Pricing		
					July-24		
Publication	Market			Grade	Price	Percentage	Value
Pulp & Paper (OBM)	Southwest	High		Resi Fiber # 56	\$95	15.1%	\$14.35
Pulp & Paper (OBM)	Southwest	High		OCC # 11	\$120	40.8%	\$49.00
Pulp & Paper (OBM)	Southwest	High	Actual	Mixed Paper # 54	\$34	20.7%	\$7.02
Recyclingmarkets.net (SMP)	Pacific NW	Avg	rtotaai	Natural HDPE	\$580	1.1%	\$6.50
Recyclingmarkets.net (SMP)	Pacific NW	Avg		Colored HDPE	\$190	1.6%	\$2.98
Recyclingmarkets.net (SMP)	PNW/Houston	Avg		PET	\$180	3.2%	\$5.69
Recyclingmarkets.net (SMP)	PNW/Houston	Avg	Actual	Steel/Tin Cans	\$103	0.9%	\$0.91
Recyclingmarkets.net (SMP)	Pacific NW	Avg	rtotaai	Aluminum Cans	\$1,450	1.7%	\$25.09
Recyclingmarkets.net (SMP)	Pacific NW	Avg		Plastics 4 & 5	\$70	0.6%	\$0.44
recording maintenance (Cimi)		7.1.9		Other Plastic	(\$30)	1.3%	(\$0.38)
				3 mix Glass	(\$55)	0.9%	(\$0.47)
				Residue	(\$55)	12.2%	(\$6.72)
					(+55)	100.0%	\$104.41
The stream composition will be a Loads with 40% or greater conta				ne posted gate rate fo	or disposal		
	Rebate/Tip Fee	e Calcu	ılation				
				To Salt Lake MRF			
Material Sales Value				\$ 104.41			
Less base fee				\$ (115.06)			
Available Commodity Value				\$ (10.65)			
Customer rebate % (if positive)				50.0%			
Customer Base Rebate/(Tip Fee)	per Ton			\$ (10.65)			
TS processing/haul fee							
Customer Rebate/(Tip Fee) per To	on			\$ (10.65)			
Excess Contamination Charge				\$ -			
Total Customer Rebate/(Tip Fee)	ner Ton			\$ (10.65)			

- (1) Percentage allocation will be adjusted on a quarterly basis to reflect cumulative results of eight (8) audits.
- (2) Monthly prices and rebate will be adjusted on a monthly basis.
- (3) Non-Recyclables will be based on Company's then-current transportation and disposal charges.

Notwithstanding anything to the contrary contained herein, if Company determines prior to the 15th of the month, that the anticipated Actual Value for any commodity will be more than 5% lower than the index published for such commodity that month, due to market conditions, Company may substitute the anticipated Actual Value as established on or about the 15th of the month for the index value that month.

#### By way of example:

The PPW published price for OCC#11 for November is \$30.00 per ton. On or about the 15th of November, Company determines that its anticipated Actual Value due to market conditions will be \$20.00 per ton. In calculating the Blended Value, \$20.00 per ton will be used to determine the commodity value for OCC#11 for that month.

#### 3. CHARGES

The initial Processing Fee is \$115.06 per delivered ton.

- Company has the right to adjust the Processing Fees on January 1, 2025 and on each anniversary of such date ("Anniversary Date"). Such CPI adjustment shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. The CPI adjustments shall be based on the percentage increase in the CPI for the twelve (12) month period ending two months prior to the Anniversary Date. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally Adjusted, 12-month rolling average) as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100). In the event this CPI is no longer viable or no longer reflective of consumer prices in Customer's geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Company shall submit proposed preliminary processing fees based on the above referenced CPI to Customer no later than 15 days prior to the Anniversary Date.
- 4. EXAMPLES

### EXAMPLE #1

- Processing Fee is \$115.06 per ton
- Blended Value is \$50.00 per ton
- 100 tons delivered
- Blended Value for all tons = 100 tons x \$50.00 = \$5,000
- Processing Fee for all tons = 100 x \$115.06 = \$11,506.00
- \$5,000 \$11,506.00 = -\$6,506
- Customer owes WM \$6,506

#### EXAMPLE #2

- Processing Fee is \$115.06 per ton
- Blended Value is \$150.00 per ton
- 100 tons delivered
- Blended Value for all tons = 100 tons x \$150.00 = \$15,000
- Processing Fee for all tons = 100 x \$115.06 = \$11,506.00
- \$15,000.00 \$11,506.00 = \$3,494 available commodity value
- Customer's value share is 50% = \$3.494 x 50% = \$1.747 Customer base rebate
- WM owes Customer \$1,747



**EXHIBIT C**