

**BOUNTIFUL CITY COUNCIL MEETING**  
**TUESDAY, June 12, 2018**  
**No Work Session**  
**Regular Session - 7:00 p.m.**

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

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

**AGENDA**

**7:00 p.m. – Regular Session**

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - **If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.**
3. Approve minutes of previous meeting: May 22, 2018 p. 3
4. BCYC report
5. Council Reports
6. Consider approval of:
  - a. Weekly expenditures > \$1,000 paid May 14, 21, 28 & 29, 2018 p. 9
  - b. April 2018 Financial Report p. 15
7. Consider approval of Resolution 2018-07 regarding an Interlocal agreement for dispatch services between Bountiful City and Centerville City – Mr. Clinton Drake p. 29
8. Presentation of the FY 2018 Amended Budget and FY 2019 Tentative Budget – Mr. Galen Rasmussen p. 43
  - a. Public hearing on Enterprise Fund Transfer
  - b. Public hearing on FY 2018 Amended Budget and FY 2019 Tentative Budget
  - c. Consideration of Ordinance 2018-03
9. Consider approval of Resolution 2018-08 amending the terms of the interfund loan between the Landfill Fund and the Water Fund – Mr. Galen Rasmussen p. 49
10. Consider approval of Ordinance 2018-04 amending to the Bountiful City Zoning ordinance to designate the Planning Commission as the appeal authority for variances in the R-F zone related to disturbances of areas greater than 30% slope and cuts and fills exceeding 10 feet in height – Mr. Chad Wilkinson p. 55
  - a. Public Hearing
  - b. Action
11. Consider approval of Resolution 2018-09 appointing Glenn Bronson as the Bountiful City Administrative Law Judge – Mr. Clinton Drake p. 61
12. Consider approval of Ordinance 2018-05 which prohibits discharging fireworks east of Davis Boulevard – Mr. Clinton Drake p. 65
13. Consider approval of the purchase of two police vehicles in the amount of \$47,216 – Chief Tom Ross p. 71
14. Consider approval of the purchase of 43 Motorola vehicle radios in the amount of \$98,452 – Chief Tom Ross p. 73
15. Adjourn to an RDA meeting with a separate agenda

  
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City Recorder



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**Minutes of the  
BOUNTIFUL CITY COUNCIL**

May 22, 2018 – 6:00 p.m.

Present: Mayor Randy Lewis  
Councilmembers Kendalyn Harris, Richard Higginson, Chris Simonsen  
City Manager Gary Hill  
Asst. City Manager Galen Rasmussen  
City Attorney Clinton Drake  
City Planner Chad Wilkinson  
City Engineer Paul Rowland

Department Directors/Staff:  
Power Director Allen Johnson  
Police Chief Tom Ross  
Parks Director Brock Hill  
Finance Director Tyson Beck  
Information Technology Rex Pickett  
Recording Secretary Nikki Dandurand

Excused: Councilmembers John Marc Knight, Beth Holbrook

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

**Work Session – 6:00 p.m.**  
**Planning Conference Room**

Mayor Lewis welcomed those in attendance and called the session to order at 6:00 p.m.

**TRUTH-IN-TAXATION DISCUSSION – MR. GARY HILL**

Mr. Hill apologized for not including Councilmembers Holbrook and Knight in tonight’s Council session. The Resolution to allow them to participate remotely/electronically was an oversight, and thus was not included in the agenda.

Mr. Hill reviewed with the Council initiatives by the State Legislature that have undermined local control over the last couple of years. In the latest session, a few hundred bills were tracked that affected local government. Mr. Hill reviewed some of the bills that were aimed at reducing local control including SB189- Small Wireless Facilities Deployment Act, SB167 – Food Truck Regulation Amendments, HB462 – Homeless Services Amendment, SB234 – Utah Inland Port Authority, HB256 – Electric Service District, SB120 – Local Government Fees and Taxes Amendments, HB361 – Billboard Amendments, HB174 – Utah Digital Health Service Commission Membership Amendments and SB235 – Homeless Shelter Funding Amendments.

Mr. Hill stated that SB235 will have a significant impact on the City. The new law will take a portion of the local option sales tax that is imposed by municipalities and redistribute it to communities with homeless shelters for public safety needs. The impact on Bountiful will be \$75,000

1 (plus inflation) annually. This revenue would otherwise go toward General Fund services. This  
2 reduction in funding has not budgeted for and will harm the City's ability to provide basic services.  
3 Mr. Hill gave several examples of the services that already need attention. The streets are a well-  
4 known priority and the recent LTAP survey confirmed that. Without additional funding, a higher  
5 level of service will not be possible. Next would be the Parks department. The recent completion of  
6 Creekside Park, the upcoming Plaza and the other city parks all need resources to maintain their  
7 quality. Finally, the Police Department has been struggling with personnel needs for some  
8 time. There is a statewide shortage of officers, which leads to competition between agencies. The  
9 department has only been full-staffed 20% of the days in the past six and a half years. Chief Ross  
10 gave a short report of the overtime, depleted reserve officer program and the POP unit. There are less  
11 people applying for jobs in the department. Competitive wages and benefits need to be offered to  
12 maintain a full department. Mayor Lewis asked how many schools are outfitted with a police officer  
13 on duty. Chief Ross responded that we have 15 schools, but only the two high schools have full-time  
14 school resource officers. Councilman Higginson asked the Chief what keeps the officers here. Chief  
15 replied that the city has a great reputation and there's a great public relation with the  
16 residents/community. Councilman Simonsen said we need to hire more officers, find a way to pay  
17 them, keep our turnover rate low and keep the employees happy. The other members in attendance  
18 agreed.

19 Mr. Gary Hill asked the City Council if they would like to consider a truth in taxation  
20 hearing and property tax increase to recover the \$75,000 appropriated by the state, and include an  
21 additional amount for other general fund needs including police. He mentioned that Bountiful City  
22 has the second lowest individual property tax rate in the county. Mr. Hill asked the Council about the  
23 scope of the increase and their philosophy to enact it. He suggested we don't wait for several years  
24 and then enact a large tax. The City Council direct staff to proceed with a property tax increase and  
25 truth-in-taxation hearing to recover the \$75,000 and also enough to hire two additional police  
26 officers. Mr Hill suggested this would be roughly \$300,000. Councilman Higginson additionally  
27 suggested the city hold a truth-in-taxation hearing each year, not necessarily to increase taxes each  
28 year, but to look at needs annually. The other council members agreed to an annual review and  
29 property tax hearing. They hate to make increases, but a stable source of revenue is  
30 best. Councilwoman Harris stated it's almost irresponsible to let it go for too long. Mayor Lewis  
31 agreed that a bit of an increase at a time sounds much better, and to look at the needs annually would  
32 be good. Mr. Hill suggested this will be a less aggressive approach. The Council can adopt the  
33 tentative budget in the upcoming session, give the county a tentative rate that we wish to generate.  
34 The Council then agreed to look at the property tax once the plaza was built to consider needs for  
35 park personnel and resources. Mr. Hill proposed to come back with a solid number at the budget  
36 hearing on June 12th.

37  
38 **Regular Meeting – 7:06 p.m.**  
39 **City Council Chambers**  
40

41 Mayor Lewis called the meeting to order at 7:06 p.m. and welcomed those in attendance.  
42 Weston Agnew, scout, led the Pledge of Allegiance; Larry Porter, Bountiful resident gave a prayer.  
43

44 **PUBLIC COMMENT**

- 45 • Dan – lives on 900 North-concerned about speed , possibly post speed limit signs  
46

1 **APPROVE MINUTES OF PREVIOUS MEETING – MAY 8, 2018**

2 Mayor Lewis presented the minutes from the previous meeting. Councilwoman Harris moved  
3 to approve the minutes and Councilman Simonsen seconded the motion. Voting was unanimous with  
4 Councilpersons Harris, Higginson and Simonsen voting “aye”.

5  
6 **COUNCIL REPORTS**

7 Councilwoman Harris said that the ceremony for the new inductees for Bountiful City Youth  
8 Council (BCYC) will be tomorrow night and briefly mentioned all the activities they will be involved  
9 with in the upcoming school year. Councilman Simonsen stated that the Chalk Art Festival last week  
10 was a big success, the 20<sup>th</sup> Annual Coats for Kids is coming in June and he personally wanted to  
11 thank the City for their support, the police and all the City departments that will be helping. Concerts  
12 in the Park will be starting soon as well.

13 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID APRIL 30 & MAY**  
14 **7, 2018**

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

19  
20 Mayor Lewis stated that the quarterly City newsletter went out with a picture of the crosses  
21 displayed at Bountiful cemetery on Memorial Day and he wanted to mention that over 1600 crosses  
22 will be displayed. The front page of the Davis County Clipper displays the playground at the newly  
23 opened Creekside Park, located here in Bountiful.

24  
25 Councilman Higginson asked about the \$32,999 adjustment made to the FEMA grant and if it  
26 was a budgeted item. Mr. Gary Hill responded that it was a semi-surprise to repay that, but the grant  
27 needed to be closed out and finalized. Mr. Galen Rasmussen provided further details on the  
28 repayment. It was noted that the repayment was made since FEMA provided advance funding for  
29 anticipated grinding of trees and other vegetation into compost and wood chips which ultimately  
30 never happened. Due to a management decision, it was determined that the Landfill had an ongoing  
31 sufficient supply of brush, trees and other vegetation to grind at the Landfill without further grinding  
32 of the stockpile of this type of debris from the 2011 Wind event.

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34  
35 **CONSIDER APPROVAL OF THE PROPOSED AGRICULTURAL PROTECTION AREA AT**  
36 **APPROXIMATELY 1280 NORTH 400 EAST**

37 **a. PUBLIC HEARING**

38 **b. ACTION**

39 Mr. Wilkinson stated the Bangerter family has applied for the creation of an agricultural  
40 protection area for their family farming business. State Code Section 17-41-305 provides criteria for  
41 evaluating a proposal for creation of an agriculture protection area. Although the City does not have  
42 a specific agricultural zone for this purpose, it is not a problem to approve this application and the  
43 specific property use can exist forever if needs be. All the criteria has been met, with the exception  
44 of the zoning. Because the existing property use (and business) has been operating for over 100  
45 years, the agriculture use is considered to be a legal existing nonconforming use. The Planning  
46 Commission recommends approval. Councilman Higginson asked what other final actions have been

1 taken. Farmington City has already approved the motion, the Advisory Board was a unanimous  
2 approval as well as the Planning Commission. Councilwoman Harris asked if there was an entity that  
3 oversees farm land use. Mr. Wilkinson stated the Advisory Board does that.  
4

5 ***PUBLIC HEARING – OPEN: 7:30 p.m.***

- 6 • Allen Bangerter – would just like to take advantage of this protection, this has been a  
7 huge generational farm and would like to preserve it and continue farming. Tonight’s  
8 vote would be the final vote, there have been a lot of wages paid, but most importantly  
9 a lot of produce supplied to the community
- 10 • Randall Edwards – lawyer for the Bangerter family – appreciates the farming, public  
11 petition was signed to keep the land, all other boards/commissions have recommended  
12 approval
- 13 • Jeff Kirkham – 622 Crestwood Circle – his sons worked on the farm, good produce,  
14 unique area to preserve
- 15 • Jane Joy – loves the amount of produce, their hard work is inspiring, wrote a poem  
16 about them
- 17 • Janice Kasparian – loves the farm and wants more generations to work there

18 ***PUBLIC HEARING – CLOSED: 7:44 p.m.***

19  
20 Councilman Higginson asked what action needs to be taken. Mr. Wilkinson stated just a vote.  
21 Councilman Higginson moved to approve the protected area and Councilwoman Harris seconded the  
22 motion. Voting was unanimous with Councilpersons Harris, Higginson and Simonsen voting “aye”.  
23

24 **CONSIDER APPROVAL OF A BEER LICENSE FOR CORNER 22 FOOD MART, 2065**  
25 **SOUTH ORCHARD DRIVE, MANTINDER S. AND KIRAN DOSANGH, APPLICANTS –**  
26 **MR. CHAD WILKINSON**

27 Mr. Wilkinson stated as background, the applicants are new owners for this existing  
28 convenience store business. State and local law require a new license when ownership changes. The  
29 Police Department and City Attorney have reviewed the proposed application and have not found any  
30 criminal record or other obstacle that would prevent approval of the application. Councilwoman  
31 Harris moved to approve the license and Councilman Higginson seconded the motion. Voting was  
32 unanimous with Councilpersons Harris, Higginson and Simonsen voting “aye”.  
33

34 **CONSIDER ADOPTION OF RESOLUTION 2018-03 AUTHORIZING S. TED ELDER, CITY**  
35 **TREASURER AND GALEN D. RASMUSSEN, ASSISTANT CITY MANAGER, AS**  
36 **ADMINISTRATORS OF THE CITY’S PTIF ACCOUNTS, AND AUTHORIZING GARY R.**  
37 **HILL, CITY MANAGER, TO SIGN THE PUBLIC ENTITY RESOLUTION ON BEHALF**  
38 **OF THE MAYOR AND CITY COUNCIL – MR. GALEN RASMUSSEN**

39 Mr. Rasmussen stated that S. Ted Elder, City Treasurer and Galen D. Rasmussen, Assistant  
40 City Manager, currently administer the day-to-day aspects of the City’s four PTIF accounts. A new  
41 requirement of the State Treasurer’s Office is to request the completion of a Public Entity Resolution  
42 Form which specifies the individuals who are authorized to administer the day-to- day activities of  
43 each public entity’s PTIF accounts. Mayor Lewis asked if any other needed protections or internal  
44 controls are enforced. Mr. Rasmussen replied that these four accounts are subject to procedures and  
45 internal controls set by the State Treasurer’s Office to protect the funds. These accounts are always  
46 subject to independent review/audit. Councilman Simonsen made a motion to approve Resolution

1 2018-03 and Councilman Higginson seconded the motion. Voting was unanimous with  
2 Councilpersons Harris, Higginson and Simonsen voting “aye”.

3  
4 **CONSIDER APPROVAL OF RESOLUTION 2018-04 AND AUTHORIZING THE MAYOR**  
5 **TO SIGN FOR THE APPROVAL OF ALTERNATIVE REPOWERING FOR THE IPP**  
6 **PROJECT – MR. ALLEN JOHNSON**

7 Mr. Johnson said this has discussed in previous City Council meetings. The Intermountain  
8 Power Project (IPP), administered by the Intermountain Power Agency (IPA), is losing its California  
9 power purchasers in 2027 for all coal-generated electricity. However, the California entities are  
10 willing to continue as customers for natural gas-fired power. The solution, then, is to convert the IPP  
11 to a natural gas facility. On October 23, 2012, the City Council approved two of the necessary  
12 agreements, known as the Second Amendatory Power Sales Contract and the Fourth Amendment to  
13 the IPA Organization Agreement. The project size and design has changed enough from the contracts  
14 that are needed to again approve the revised alternative repowering to meet the current description.  
15 Councilman Higginson asked if coal will continue to be used after this plant goes online. Mr.  
16 Johnson replied no. Councilman Higginson asked how long will it take for the turbines to stop  
17 spinning. Mr. Johnson said a couple hours. Councilman Higginson made a motion approve  
18 Resolution 2018-04 and Councilwoman Harris seconded the motion. Voting was unanimous with  
19 Councilpersons Harris, Higginson and Simonsen voting “aye”.

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21 **CONSIDER APPROVAL OF RESOLUTION 2018-05 APPROVING THE FIFTH**  
22 **AMENDMENT TO THE INTERMOUNTAIN POWER AGENCY ORGANIZATION**  
23 **AGREEMENT – MR. ALLEN JOHNSON**

24 Mr. Johnson stated this resolution is to update the current needs or concerns for this project.  
25 There are 12 items that needed to be clarified, which are listed in the packet. Councilman Simonsen  
26 made a motion to approve Resolution 2018-05 and Councilman Higginson seconded the motion.  
27 Voting was unanimous with Councilpersons Harris, Higginson and Simonsen voting “aye”.

28  
29 **CONSIDER APPROVAL OF RESOLUTION 2018-06 WHICH APPROVES THE POWER**  
30 **SALE CONTRACT FOR THE CFPPP AND THE BUDGETED PLAN OF FINANCE AND**  
31 **AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION – MR. ALLEN JOHNSON**

32 Mr. Johnson reviewed details for the Council regarding the CFPPP Small Scale 600 MW  
33 Nuclear Reactor that will be located in Idaho on the Idaho National Laboratory Property located near  
34 Idaho Falls. The Department of Energy (DOE) has been a key partner in the development of the  
35 project. DOE is currently paying 50% of the cost to develop the National Regulatory Commission  
36 (NRC) license application for the project. The UAMPS board has approved a Budget & Plan of  
37 Finance to limit the first year of the contract to \$6,000,000, or approximately \$100,000 to the City of  
38 Bountiful. The decision to proceed with signing the Power Sales Contract is not a decision to  
39 construct the CFPP. This will allow the City to remain in the project. Councilman Higginson asked  
40 for a clarification of the second paragraph. Councilman Simonsen asked when it will be off full coal  
41 power. Mr. Johnson replied there is a 2027 date. Councilman Higginson made a motion to approve  
42 Resolution 2018-06 and Councilwoman Harris seconded the motion. Voting was unanimous with  
43 Councilpersons Harris, Higginson and Simonsen voting “aye”.

44 Mr. Johnson also gave an update on the 138 substation that they are a little behind schedule,  
45 but still on budget.

1 Mayor Lewis asked for a motion to adjourn the regular session of City Council. Councilman  
2 Higginson made a motion to adjourn the meeting and Councilwoman Harris seconded the motion.  
3 The regular session of the City Council was adjourned at 8:05 p.m.  
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*Mayor Randy Lewis*

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*City Recorder*



# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000 paid  
May 14, 21, 28 & 29, 2018

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** June 4, 2018



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## **Background**

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

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 May 14, 21, 28 & 29, 2018.

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

**Paid May 14, 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5368	ACE DISPOSAL INC	Recycling	48.4800.431550.	Recycling Collectn Service	33,713.97	202658	05012018	April 2018 Recycling Fees
1164	ANIXTER, INC.	Light & Power	53.5300.448632.	Distribution	1,691.00	202662	3873350-00	Arrestors/ Elbows
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,883.84	202663	64I09318	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	202663	64I09218	Tree Trimming
3323	BLUE TARP FINANCIAL	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	4,098.99	202672	40052262	Compressor, Dryer & Startup Kit
1458	BREINHOLT & SONS, INC	Streets	10.4410.448000.	Operating Supplies	1,590.00	202679	17	Repair to Damaged Mailbox
1716	CMT ENGINEERING LAB	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	1,066.00	202690	71740	Concrete Testing for 138KV Substation Upgrade Proj
5281	DOMINION ENERGY UTAH	Light & Power	53.5300.448611.	Natural Gas	10,172.56	202703	05032018	Acct # 6056810000
2055	ELECTRICAL CONSULTANTS	Light & Power	53.5300.474870.	CIP 17 Dist SysFeeder-Intr-Tie	1,168.00	202706	75409	Feeder for Inter-Tie Project
2126	FAIRBANKS SCALES	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	1,391.00	202710	1391439	Landfill Scale
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist System Repair & Maint	1,129.50	202712	1054326	Meter
9820	FX CONSTRUCTION INC	Water	51.5100.472120.	Reservoirs	286,750.00	202716	05032018	4th North Reservoir Project
2329	GORDON'S COPYPRINT	Legislative	10.4110.422000.	Public Notices	1,786.80	202718	B29374	May 2018 News Letter Copies
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	1,064.74	202720	13852	Grass Treatment
2562	HYDRO SPECIALTIES CO	Water	51.5100.448650.	Meters	4,408.00	202732	20535	Radios
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	202743	SLC05180082	Custodial Services
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,075.69	202747	2369	Patching
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,386.00	202747	2364	Patching
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.473200.	Road Materials - Overlay	4,268.88	202747	2386	Patching & Paving
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	45.4410.473200.	Road Materials - Overlay	9,188.80	202747	2409	Paving
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	1,629.64	202760	S102588202.001	Couplers
4773	PEARCE, JESS	Light & Power	53.5300.423000.	Travel & Training	2,027.60	202776	05092018	Travel & Training Expense for APPA E&O Conf.
5553	PURCELL TIRE AND SERVICE	Streets	10.4410.425000.	Equip Supplies & Maint	1,248.30	202781	2866107	Tire Service
4051	STATE OF UTAH	Water	51.5100.431000.	Profess & Tech Services	\$ 1,048.00	202801	18L0000000001335	Lab Fees
4113	SUNSTATE EQUIPMENT	Water	51.5100.472120.	Reservoirs	2,187.58	202804	7472358-001	Excavator Cab,Bucket&Hammer // Cust #7333
4118	SURVALENT TECHNOLOGY	Light & Power	53.5300.448640.	SCADA	12,170.00	202805	U17437	SCADA Annual Review
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,699.55	202809	0273600	Fuel
4229	TOM RANDALL DIST. CO	Landfill	57.5700.425000.	Equip Supplies & Maint	2,694.11	202809	0273615	Fuel
8798	WESTERN EMULSIONS	Streets	10.4410.473200.	Road Materials - Overlay	1,070.65	202822	17-355138	Tack Oil Overlay
<b>TOTAL:</b>					<u>\$ 403,524.60</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid May 21, 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
9881	ADVANCED GLASS LLC	Cemetery	59.5900.425000.	Equip Supplies & Maint	1,036.48	202830	132	Replaced a Window
4874	BUGNAPPERS (THE)	Cemetery	59.5900.425000.	Equip Supplies & Maint	3,750.00	202841	346558	Spring Lawn Application #2
2020	EAGAR INC	Golf Course	55.5500.448220.	Pro Shop Misc Supplies	3,155.00	202854	706109-01	Range Net
2059	ELECTRO POWER UTAH	Water	51.5100.474500.	Machinery & Equipment	27,950.00	202855	5312	Started Assembly for 3100 South/ Booster Station
9275	ENVIRONMENTAL PLANNING	Legislative	45.4110.466000.	Contingency	15,350.00	202856	8659	Downtown Plaza
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	1,298.58	202867	13256	Turf Treatment
2765	JP ELECTRICAL, LC	Parks	45.4510.473100.	Improv Other Than Bldgs	14,245.00	202881	W12377	Surveillance Camera's @Creekside Park
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	1,636.88	202885	358009	Road Base
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	1,017.99	202891	\$102602343.003	Corp Stop Sign
3340	O'REILLY AUTO PARTS	Streets	10.4410.425000.	Equip Supplies & Maint	3,639.89	202894	2898-355022	Auto Parts
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	4,284.75	202912	1441613	Chlorine for Pumphouse
4229	TOM RANDALL DIST. CO	Golf Course	55.5500.425100.	Special Equip Maintenance	2,150.71	202914	0273991	Fuel
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	24,867.59	202914	0274271	Fuel
4263	TROUB'S PRINTING	Treasury	10.4143.429050.	Util Billing Supplies	3,032.10	202915	M1371	Utility Bills Printed
<b>TOTAL:</b>					<u>107,414.97</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid May 28, 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	\$	3,615.85	202924	64U18018	Tree Trimming	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution		4,112.32	202924	65Z71918	Tree Trimming	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution		4,513.28	202924	65M37018	Tree Trimming	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution		5,076.26	202924	65M37118	Tree Trimming	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution		5,140.40	202924	64U18118	Tree Trimming	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution		5,279.92	202924	65Z72018	Tree Trimming	
1615	CENTURYLINK	Enhanced 911	10.4219.428000. Telephone Expense		3,522.28	202938	05222018	Acct # 801-578-0401 452B	
1720	CODALE ELECTRIC SUPPLY	Light & Power	53.5300.448636. Special Equipment		2,984.62	202940	S6352033.001	Cable Cutter 18V	
4869	EFORCE USERS CONFERENCE	Police	45.4210.474500. Machinery & Equipment		2,000.00	202948	03272018	Stancil Interface	
7803	J-U-B ENGINEERS, INC	Water	51.5100.472100. Buildings		2,983.97	202964	0116995	Water Treatment Plant // Project# 83-16-044	
2727	JOHNSON, ALLEN R	Light & Power	53.5300.423000. Travel & Training		3,188.56	202965	05232018a	Reimbursed for Travel & Training	
2765	JP ELECTRICAL, LC	Government Buildings	10.4160.426000. Bldg & Grnd Suppl & Maint		1,431.00	202966	W12438	wall pack w/ photocell & replace lights	
2765	JP ELECTRICAL, LC	Government Buildings	10.4160.426000. Bldg & Grnd Suppl & Maint		1,758.00	202966	W12440	LED Fixtures	
2765	JP ELECTRICAL, LC	Government Buildings	10.4160.426000. Bldg & Grnd Suppl & Maint		2,234.00	202966	W12439	GFI outlet put in outside and wall pack	
2875	L.N. CURTIS & SONS	Police	10.4210.445100. Public Safety Supplies		11,401.50	202967	405324	Police Combat Supplies	
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200. Road Matl Patch/ Class C		1,213.91	202968	2434	Patching	
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	45.4410.473200. Road Materials - Overlay		8,464.61	202968	2416	Paving	
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	45.4410.473200. Road Materials - Overlay		21,082.60	202968	2441	Paving	
3348	OFFICE DEPOT	Police	10.4210.424000. Office Supplies		1,691.80	202983	137826447001	Office Supplies	
8040	OTTO ENVIRONMENTAL	Sanitation	58.5800.448010. Garbage Containers		18,198.19	202985	INV-11109	Garbage Cans	
9087	POWELL, MARK	Water	51.5100.472120. Reservoirs		1,760.00	202990	05012018B	Bountiful Water Tank Excavating //Bobcat	
9087	POWELL, MARK	Water	51.5100.472120. Reservoirs		3,000.00	202990	05012018C	Bountiful Water Tank Excavating //Dirt Loads	
9087	POWELL, MARK	Water	51.5100.472120. Reservoirs		9,750.00	202990	05232018	Bountiful Water Tank Excavating //Dirt Loads	
9087	POWELL, MARK	Water	51.5100.472120. Reservoirs		10,530.00	202990	05222018	Bountiful Water Tank Excavating// Trachoe	
9087	POWELL, MARK	Water	51.5100.472120. Reservoirs		13,770.00	202990	05012018A	Bountiful Water Tank Excavating //Trachoe	
3549	PREMIER VEHICLE INST	Police	10.4210.425430. Service & Parts		1,630.47	202991	27000	Police Vehicle Lightbar Installment	
3549	PREMIER VEHICLE INST	Police	10.4210.425430. Service & Parts		1,630.47	202991	27028	Police Vehicle Lightbar install	
3835	SALT LAKE WHOLESALE	Police	10.4210.445100. Public Safety Supplies		12,763.47	202999	44218	Ammunition	
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000. Equip Supplies & Maint		1,240.86	203006	0274588	Windshield Washer Fluid in Bulk	
8521	TYR TACTICAL, LLC	Police	10.4210.445100. Public Safety Supplies		2,147.11	203008	SO-00037256	Police Officer Safety Gear	
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621. Power Purch IPP		1,232.07	203014	05242018	Power Resources for May 2018	
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622. Power Purch San Juan		157,510.55	203014	05242018	Power Resources for May 2018	
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620. Power Purch CRSP		218,278.61	203014	05242018	Power Resources for May 2018	
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626. Power Purch UAMPS (Pool, etc)		501,401.54	203014	05242018	Power Resources for May 2018	
4450	VERIZON WIRELESS	Light & Power	53.5300.448641. Communication Equipment		2,386.45	203016	9806326758	Acct # 371517689-00001	
8798	WESTERN EMULSIONS	Streets	10.4410.473200. Road Materials - Overlay		1,460.20	203018	17-356549	Tack Oil/ Overlay	
<b>TOTAL:</b>					<b>\$ 1,050,384.87</b>				

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00**  
**Paid May 29, 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5000	U.S. BANK CORPORATE	Legislative	10.4110.423000.	Travel & Training	\$ 4,294.05	203021	05102018GH	Travel&Training// Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Legislative	10.4110.461000.	Miscellaneous Expense	2,250.00	203021	05102018GH	Travel&Training// Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Human Resources	10.4134.423000.	Travel & Training	1,475.41	203021	05102018SC	Travel&Train Exp// Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Information Technology	10.4136.428000.	Telephone Expense	1,144.17	203021	05102018AW	Computer Maint. Equip//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	10.4210.423000.	Travel & Training	1,549.34	203021	05102018TK	Travel&Train //Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	10.4210.445100.	Public Safety Supplies	2,587.93	203021	05102018DE	Dispatch RepairSupplies//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Streets	10.4410.448000.	Operating Supplies	1,311.75	203021	05102018GB	Shop Tools //Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Light & Power	53.5300.445201.	Safety Equipment	1,791.07	203021	05102018AJ	Travel&Train //Acct #4246-0445-5571-8851
<b>TOTAL:</b>					<u>\$ 16,403.72</u>			



# City Council Staff Report

**Subject:** April 2018 Financial Reports  
**Author:** Tyson Beck, Finance Director  
**Department:** Finance  
**Date:** June 12, 2018



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## **Background**

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

## **Analysis**

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expenditure reports are provided that give comparative revenue and expenditure data for April 2018 compared to the past three fiscal YTD periods through each respective April.

## **Department Review**

These reports were prepared and reviewed by the Finance Department.

## **Significant Impacts**

The FY2018 budget portion of these reports is the originally adopted FY2018 budget approved by the City Council in June of 2017.

## **Recommendation**

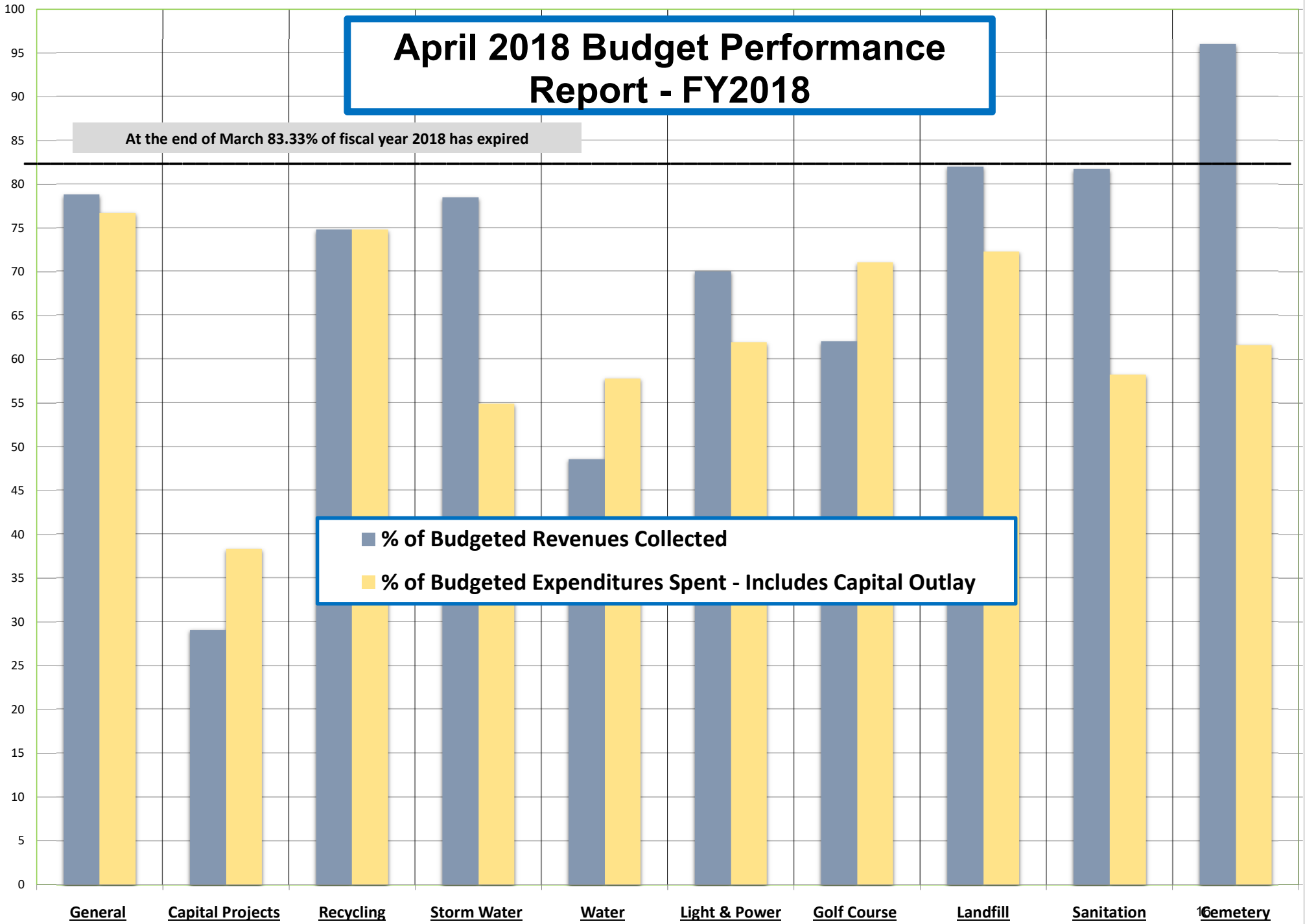
Council should review the attached revenue, expense, and budget reports.

## **Attachments**

- April 2018 Fiscal YTD Revenue & Expense Report – FY2018

# April 2018 Budget Performance Report - FY2018

At the end of March 83.33% of fiscal year 2018 has expired



■ % of Budgeted Revenues Collected

■ % of Budgeted Expenditures Spent - Includes Capital Outlay



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City of Bountiful, UT  
APRIL YTD REVENUES - FY 2018

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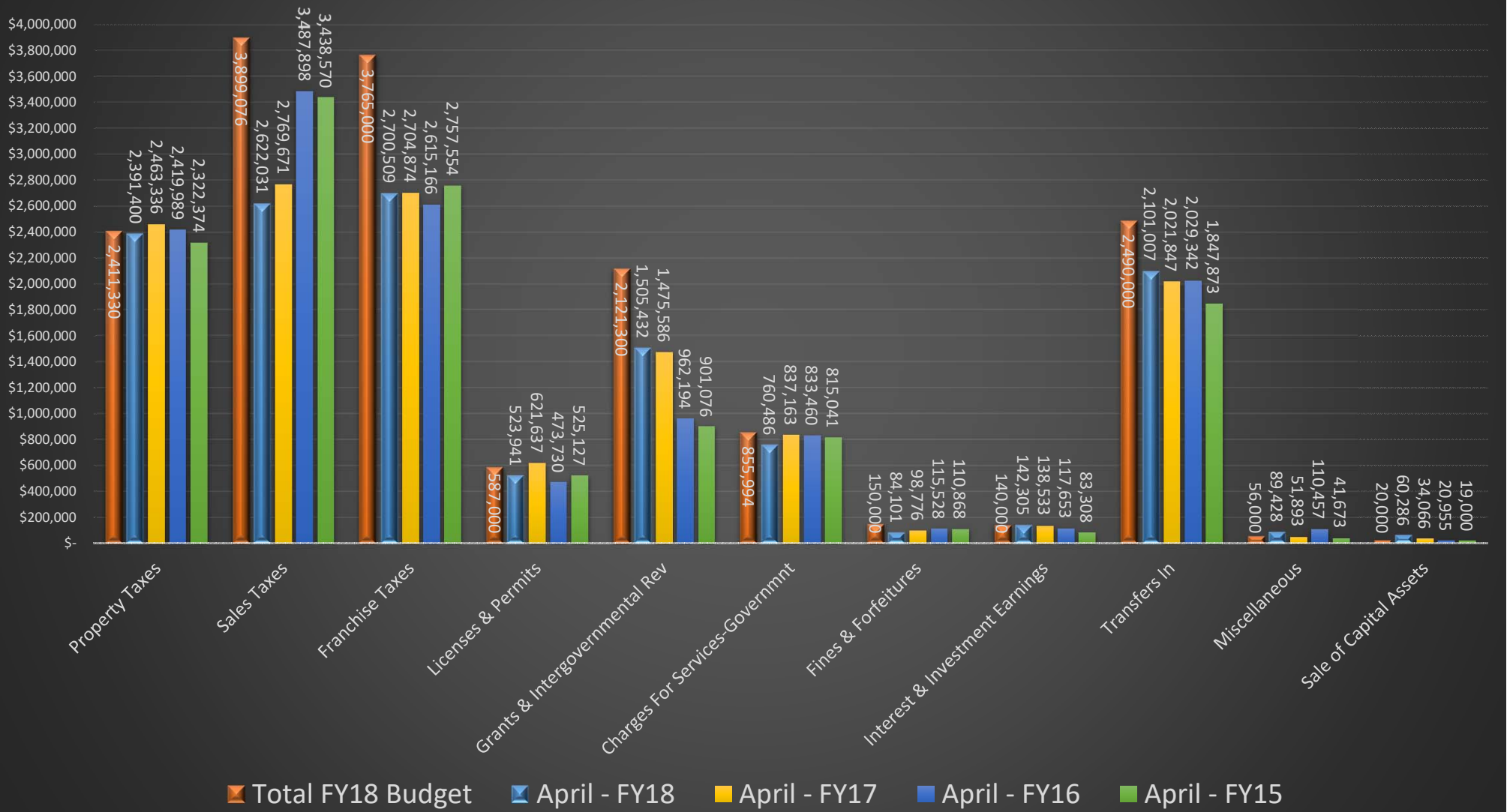
FOR 2018 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-16,585,700	-16,585,700	-13,064,399.15	-1,113,760.53	.00	-3,521,300.85	78.8%
30 DEBT SERVICE	-115	-115	-278.06	-39.67	.00	163.06	241.8%
44 MUNICIPAL BUILDING AUTHORITY	-170,315	-170,315	-174,224.90	-691.47	.00	3,909.90	102.3%
45 CAPITAL IMPROVEMENT	-9,675,200	-9,675,200	-2,811,805.52	-347,726.88	.00	-6,863,394.48	29.1%
48 RECYCLING	-421,254	-421,254	-315,252.87	-35,382.56	.00	-106,001.13	74.8%
49 STORM WATER	-1,601,304	-1,601,304	-1,256,998.05	-141,348.08	.00	-344,305.95	78.5%
51 WATER	-9,305,863	-9,305,863	-4,518,064.41	-513,390.20	.00	-4,787,798.59	48.6%
53 LIGHT & POWER	-34,500,206	-34,500,206	-24,159,521.00	-2,768,248.82	.00	-10,340,685.00	70.0%
55 GOLF COURSE	-1,549,000	-1,549,000	-960,633.06	-118,540.19	.00	-588,366.94	62.0%
57 LANDFILL	-1,854,341	-1,854,341	-1,520,475.67	-186,429.74	.00	-333,865.33	82.0%
58 SANITATION	-1,151,124	-1,151,124	-940,960.65	-103,020.74	.00	-210,163.35	81.7%
59 CEMETERY	-624,650	-624,650	-599,593.81	-43,080.74	.00	-25,056.19	96.0%
61 COMPUTER MAINTENANCE	-41,328	-41,328	-41,713.72	-78.45	.00	385.72	100.9%
63 LIABILITY INSURANCE	-544,655	-544,655	-385,643.56	-4,101.52	.00	-159,011.44	70.8%
64 WORKERS' COMP INSURANCE	-283,670	-283,670	-226,931.67	-21,410.22	.00	-56,738.33	80.0%
72 RDA REVOLVING LOAN FUND	-208,248	-208,248	-422,015.55	-195,026.65	.00	213,767.55	202.7%
73 REDEVELOPMENT AGENCY	-1,143,113	-1,143,113	-1,163,722.91	-11,727.80	.00	20,609.91	101.8%
74 CEMETERY PERPETUAL CARE	0	0	-1,551,080.05	-9,807.33	.00	1,551,080.05	100.0%
78 LANDFILL CLOSURE	0	0	-11,793.22	-1,514.13	.00	11,793.22	100.0%
83 RAP TAX	-534,000	-534,000	-361,839.91	-45,372.49	.00	-172,160.09	67.8%
92 OPEB TRUST	0	0	-6,071.82	-643.22	.00	6,071.82	100.0%
99 INVESTMENT	0	0	859,485.55	158,757.51	.00	-859,485.55	100.0%
GRAND TOTAL	-80,194,086	-80,194,086	-53,633,534.01	-5,502,583.92	.00	-26,560,551.99	66.9%

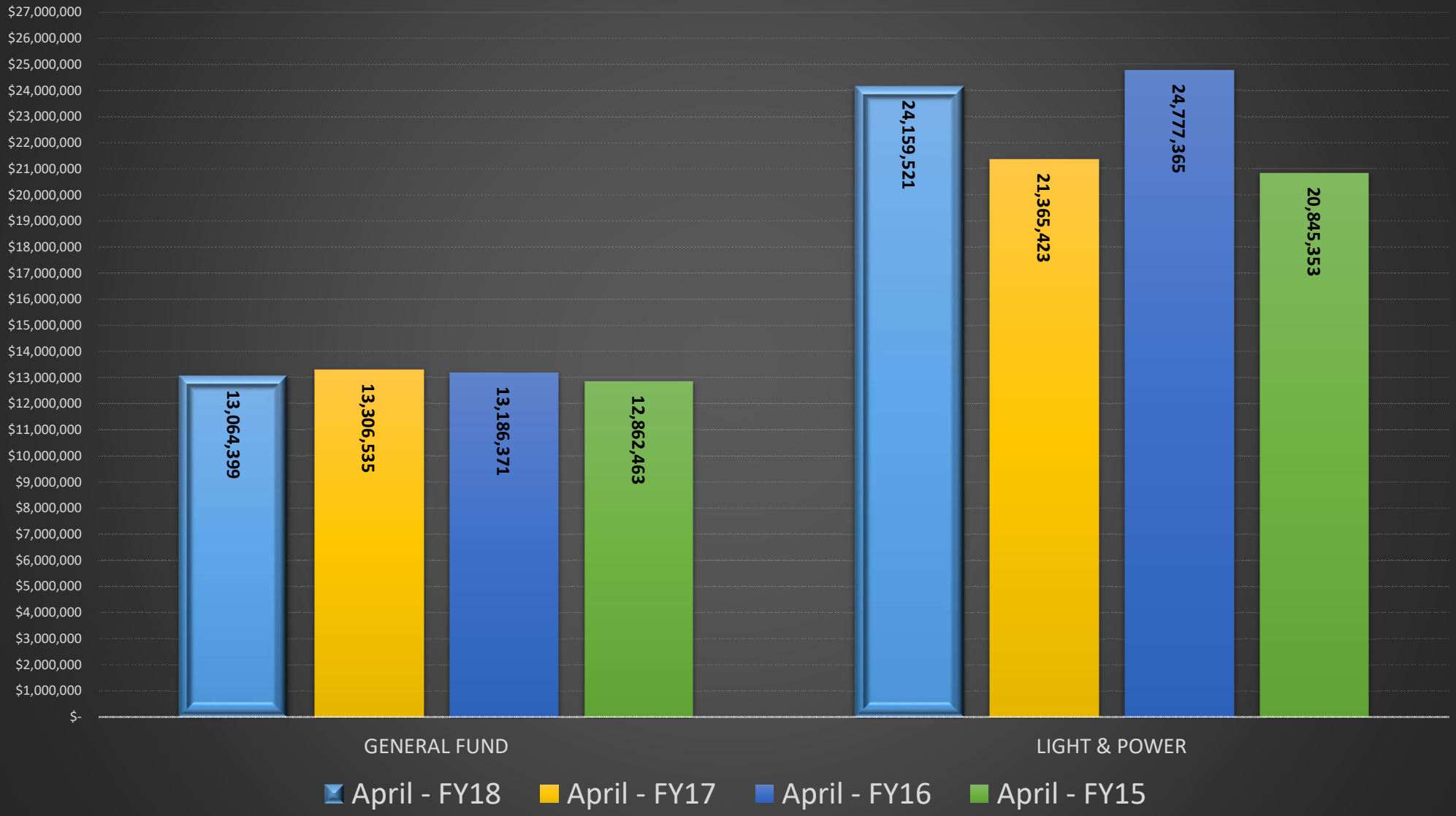
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## General Fund Detailed Revenues

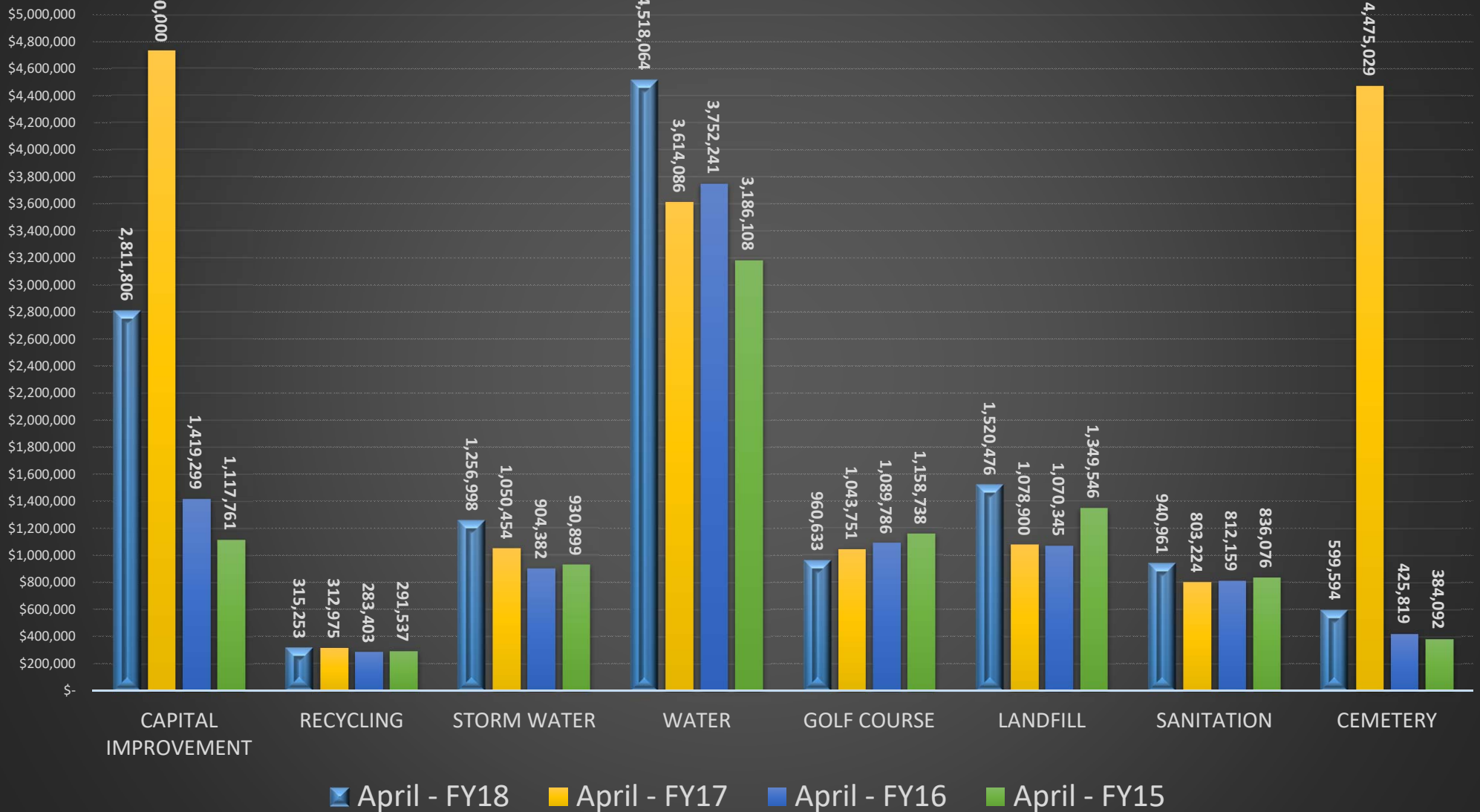
### April 2018 YTD Revenues (Fiscal Year 2018) Compared to The 2018 Total Budget and The Revenues of the Same Timeframe of the Past Three Fiscal Years



## April 2018 YTD Revenues (Fiscal 2018) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



## April 2018 YTD Revenues (Fiscal 2018) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT  
APRIL YTD EXPENSES - FY 2018

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FOR 2018 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>10 GENERAL FUND</u>							
4110 Legislative	806,490	806,490	568,072.82	65,061.04	.00	238,417.18	70.4%
4120 Legal	294,824	294,824	226,269.21	20,033.89	.00	68,554.79	76.7%
4130 Executive	172,142	172,142	125,243.26	10,544.72	.00	46,898.74	72.8%
4134 Human Resources	136,428	136,428	114,156.01	8,933.88	.00	22,271.99	83.7%
4136 Information Technology	398,358	398,358	320,348.06	34,838.71	.00	78,009.94	80.4%
4140 Finance	396,647	396,647	311,474.77	24,740.76	.00	85,172.23	78.5%
4143 Treasury	141,849	141,849	95,347.41	29,471.43	.00	46,501.59	67.2%
4160 Government Buildings	116,349	116,349	79,544.41	9,961.56	.00	36,804.59	68.4%
4210 Police	5,952,313	5,952,313	4,444,723.80	424,349.35	.00	1,507,589.20	74.7%
4215 Reserve Officers	10,000	10,000	5,322.82	511.23	.00	4,677.18	53.2%
4216 Crossing Guards	147,350	147,350	117,441.46	11,613.57	.00	29,908.54	79.7%
4217 PROS	349,483	349,483	265,169.03	24,000.11	.00	84,313.97	75.9%
4218 Liquor Control	39,025	39,025	22,231.46	2,010.91	.00	16,793.54	57.0%
4219 Enhanced 911	595,000	595,000	450,169.97	50,197.12	.00	144,830.03	75.7%
4220 Fire	1,984,865	1,984,865	1,999,362.82	.00	.00	-14,497.82	100.7%
4410 Streets	3,181,095	3,181,095	2,176,237.82	136,176.25	.00	1,004,857.18	68.4%
4450 Engineering	682,766	682,766	509,128.23	43,201.48	.00	173,637.77	74.6%
4510 Parks	875,401	875,401	704,461.59	73,635.09	.00	170,939.41	80.5%
4610 Planning	305,315	305,315	187,238.12	19,596.17	.00	118,076.88	61.3%
TOTAL GENERAL FUND	16,585,700	16,585,700	12,721,943.07	988,877.27	.00	3,863,756.93	76.7%
<u>30 DEBT SERVICE</u>							
4710 Debt Sevice	115	115	126.39	1.15	.00	-11.39	109.9%
TOTAL DEBT SERVICE	115	115	126.39	1.15	.00	-11.39	109.9%
<u>44 MUNICIPAL BUILDING AUTHORITY</u>							
4110 Legislative	170,315	170,315	296.22	20.06	.00	170,018.78	.2%
TOTAL MUNICIPAL BUILDING AUTHORITY	170,315	170,315	296.22	20.06	.00	170,018.78	.2%
<u>45 CAPITAL IMPROVEMENT</u>							

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City of Bountiful, UT  
APRIL YTD EXPENSES - FY 2018

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FOR 2018 10

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	6,675,000	6,675,000	1,525,096.15	3,500.00	.00	5,149,903.85	22.8%
4136	Information Technology	40,000	40,000	9,827.31	.00	.00	30,172.69	24.6%
4140	Finance	17,640	17,640	14,789.31	1,520.16	.00	2,850.69	83.8%
4210	Police	443,000	443,000	174,435.00	.00	.00	268,565.00	39.4%
4410	Streets	1,499,560	1,499,560	1,140,937.97	1,600.00	.00	358,622.03	76.1%
4510	Parks	1,000,000	1,000,000	843,819.01	24,316.47	.00	156,180.99	84.4%
	TOTAL CAPITAL IMPROVEMENT	9,675,200	9,675,200	3,708,904.75	30,936.63	.00	5,966,295.25	38.3%
48 RECYCLING								
4800	Recycling	421,254	421,254	315,256.56	35,466.29	.00	105,997.44	74.8%
	TOTAL RECYCLING	421,254	421,254	315,256.56	35,466.29	.00	105,997.44	74.8%
49 STORM WATER								
4900	Storm Water	1,601,305	1,601,305	879,587.54	55,854.82	.00	721,717.46	54.9%
	TOTAL STORM WATER	1,601,305	1,601,305	879,587.54	55,854.82	.00	721,717.46	54.9%
51 WATER								
5100	Water	9,305,863	9,305,863	5,379,745.28	544,010.49	.00	3,926,117.72	57.8%
	TOTAL WATER	9,305,863	9,305,863	5,379,745.28	544,010.49	.00	3,926,117.72	57.8%
53 LIGHT & POWER								
5300	Light & Power	34,500,206	34,500,206	21,362,168.73	2,364,373.82	.00	13,138,037.27	61.9%
	TOTAL LIGHT & POWER	34,500,206	34,500,206	21,362,168.73	2,364,373.82	.00	13,138,037.27	61.9%
55 GOLF COURSE								

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City of Bountiful, UT  
APRIL YTD EXPENSES - FY 2018

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FOR 2018 10

55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,549,001	1,549,001	1,100,464.34	95,266.98	.00	448,536.66	71.0%
	TOTAL GOLF COURSE	1,549,001	1,549,001	1,100,464.34	95,266.98	.00	448,536.66	71.0%
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57	LANDFILL							
5700	Landfill	1,854,342	1,854,342	1,340,824.92	163,635.26	.00	513,517.08	72.3%
	TOTAL LANDFILL	1,854,342	1,854,342	1,340,824.92	163,635.26	.00	513,517.08	72.3%
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58	SANITATION							
5800	Sanitation	1,151,125	1,151,125	669,381.20	57,585.81	.00	481,743.80	58.2%
	TOTAL SANITATION	1,151,125	1,151,125	669,381.20	57,585.81	.00	481,743.80	58.2%
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59	CEMETERY							
5900	Cemetery	624,650	624,650	384,560.75	31,568.05	.00	240,089.25	61.6%
	TOTAL CEMETERY	624,650	624,650	384,560.75	31,568.05	.00	240,089.25	61.6%
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61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	41,327	41,327	20,145.68	980.27	.00	21,181.32	48.7%
	TOTAL COMPUTER MAINTENANCE	41,327	41,327	20,145.68	980.27	.00	21,181.32	48.7%
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63	LIABILITY INSURANCE							
6300	Liability Insurance	544,656	544,656	434,717.78	10,788.24	.00	109,938.22	79.8%
	TOTAL LIABILITY INSURANCE	544,656	544,656	434,717.78	10,788.24	.00	109,938.22	79.8%
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64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT  
APRIL YTD EXPENSES - FY 2018

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FOR 2018 10

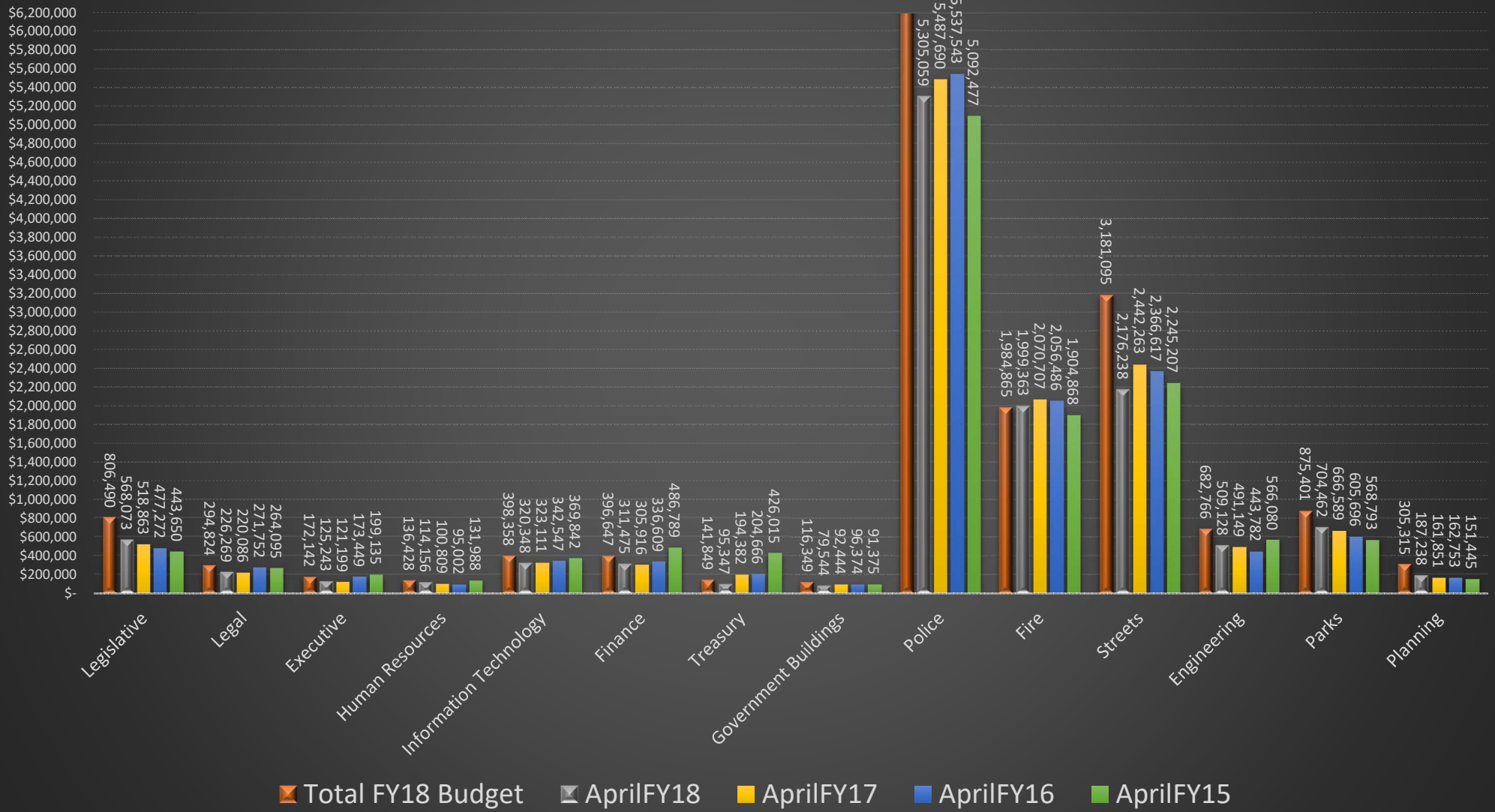
64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	283,670	283,670	169,292.18	21,037.66	.00	114,377.82	59.7%
	TOTAL WORKERS' COMP INSURANCE	283,670	283,670	169,292.18	21,037.66	.00	114,377.82	59.7%
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72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	2,400	2,400	795,020.39	750,189.64	.00	-792,620.39*****%	
	TOTAL RDA REVOLVING LOAN FUND	2,400	2,400	795,020.39	750,189.64	.00	-792,620.39*****%	
<hr/>								
73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	3,621,184	3,621,184	279,546.53	8,887.55	.00	3,341,637.47	7.7%
	TOTAL REDEVELOPMENT AGENCY	3,621,184	3,621,184	279,546.53	8,887.55	.00	3,341,637.47	7.7%
<hr/>								
74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	0	0	965.53	107.57	.00	-965.53	100.0%
	TOTAL CEMETERY PERPETUAL CARE	0	0	965.53	107.57	.00	-965.53	100.0%
<hr/>								
83	RAP TAX							
8300	RAP Tax	534,000	534,000	82,741.80	34.02	.00	451,258.20	15.5%
	TOTAL RAP TAX	534,000	534,000	82,741.80	34.02	.00	451,258.20	15.5%
<hr/>								
92	OPEB TRUST							
9200	OPEB Trust	0	0	38,599.90	3,943.85	.00	-38,599.90	100.0%
	TOTAL OPEB TRUST	0	0	38,599.90	3,943.85	.00	-38,599.90	100.0%
	GRAND TOTAL	82,466,313	82,466,313	49,684,289.54	5,163,565.43	.00	32,782,023.46	60.2%

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

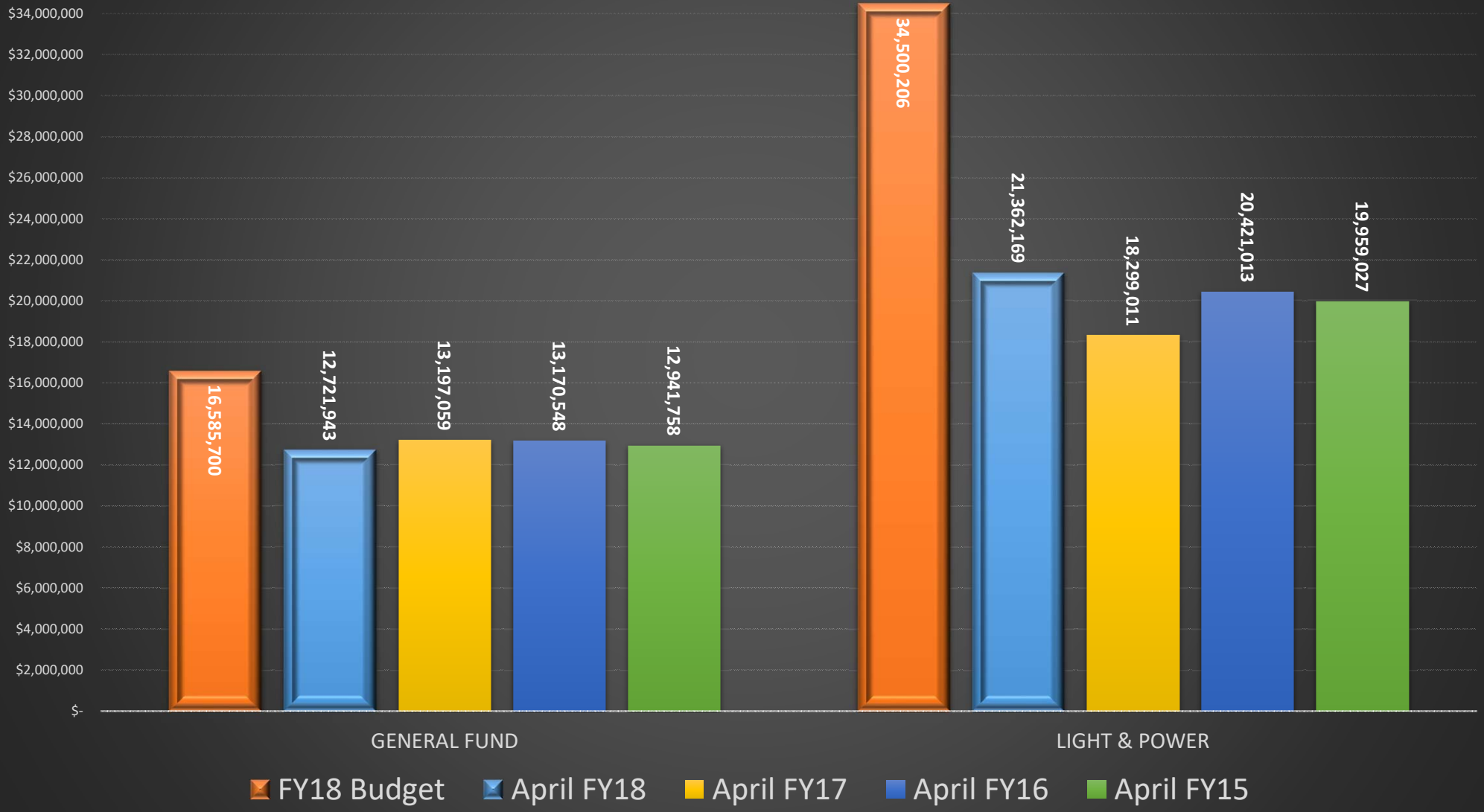


## General Fund Detailed Expenditures

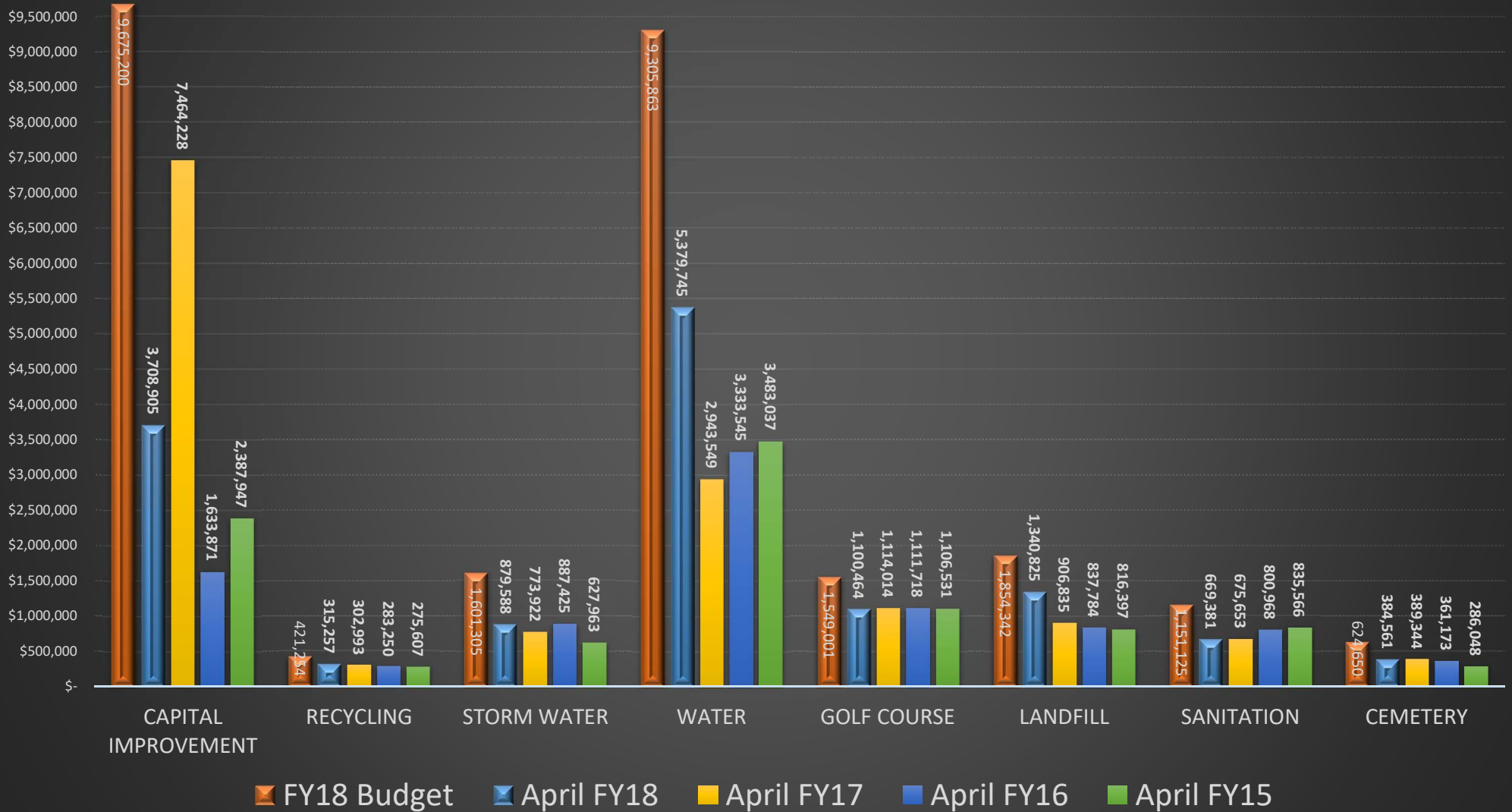
### April 2018 Fiscal YTD Expenditures Compared to the Fiscal 2018 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



## April 2018 YTD (Fiscal 2018) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



## April 2018 YTD (Fiscal 2018) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years





# City Council Staff Report



**Subject: Interlocal Cooperation Agreement for Dispatch Services between Bountiful City and Centerville City**

**Author: Clinton Drake**

**Department: Legal**

**Date: June 12, 2018**

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## **Background**

Bountiful City has been providing fire and EMS dispatch services for Centerville City for many years. During that time Centerville City utilized Davis County for police dispatch services. Centerville City recently analyzed its needs regarding dispatch services, including issues related to having calls being dispatched from two different call centers and reached out to Bountiful City. Based on this analysis and other practical considerations, Centerville City approached Bountiful City about adding its police dispatch needs to the Bountiful City Dispatch Center.

## **Analysis**

Bountiful City is already providing fire and EMS dispatch services to Centerville City. Adding police dispatch services will allow for more efficient emergency dispatch services for Centerville City and better inter-agency operability for law enforcement located in South Davis County. It will also improve the capabilities and response times of the South Davis Metro Fire District when responding to fire and EMS calls. Under the terms of the proposed Agreement, Centerville City will pay an annual fee to utilize the dispatch center. Additionally, Bountiful City will be entitled to all 911 phone services revenues.

## **Department Review**

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

## **Significant Impacts**

Adding police dispatch services for Centerville City will require the Police Department to hire two additional full time dispatchers. The proposed annual fee and 911 services revenues are anticipated to cover these expenses as well as any anticipated equipment and maintenance expenses.

## **Recommendation**

It is recommended that the City Council approve Resolution 2018-07 regarding an Interlocal Cooperation Agreement for Dispatch Services between Bountiful City and Centerville City.

**Attachments**

Resolution 2018-07

Interlocal Cooperation Agreement for Dispatch Services between Bountiful City and Centerville City



# BOUNTIFUL

## BOUNTIFUL CITY, UTAH RESOLUTION NO. 2018-07

MAYOR  
Randy C. Lewis  
CITY COUNCIL  
Kendalyn Harris  
Richard Higginson  
Beth Holbrook  
John Marc Knight  
Chris R. Simonsen

CITY MANAGER  
Gary R. Hill

### A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR DISPATCH SERVICES BETWEEN BOUNTIFUL CITY AND CENTERVILLE CITY

WHEREAS, the Interlocal Cooperation Act, set forth at Utah Code Ann. §§ 11-13-101, et seq., as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements as necessary to promote the common interests of the entities; and

WHEREAS, Centerville City desires for Bountiful City to provide police dispatch services Centerville City; and

WHEREAS, Bountiful City already provides fire and EMS dispatch services to Centerville City; and

WHEREAS, providing Centerville City with police dispatch services along with fire and EMS dispatch services will allow for better inter-agency integration and communication between law enforcement and emergency services agencies in South Davis County; and

WHEREAS, the City Council finds that it is in the best interest of Bountiful City to enter into this Interlocal Cooperation Agreement with Centerville City to provide police, fire, and EMS dispatch services to Centerville City.

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

**Section 1. Agreement Approved.** The Bountiful City Council hereby approves the attached Interlocal Cooperation Agreement for Dispatch Services between Bountiful City and Centerville City.

**Section 2. Mayor Authorized to Execute.** The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement and any other documents necessary to implement the Agreement.

**Section 4. Severability Clause.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its passage. The Agreement shall take effect as described therein.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS  
12<sup>TH</sup> DAY OF JUNE, 2018.**

Randy C. Lewis, Mayor

ATTEST:

---

Shawna Andrus, City Recorder



# **INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY AND CENTERVILLE CITY FOR DISPATCH SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this 1<sup>st</sup> day of July, 2018, by and between the City of Bountiful, a Utah municipal corporation (“Bountiful”) and Centerville City, a Utah municipal corporation (“Centerville”).

## **RECITALS**

WHEREAS, Bountiful and Centerville are public agencies as contemplated in the referenced sections of the Utah Code (more specifically referred to as Utah Code Ann. §§ 11-13-101, et seq. (Utah Interlocal Cooperation Act); and

WHEREAS, the Utah Interlocal Cooperation Act provides that any two or more public agencies may enter into an Agreement with one another for joint or cooperative actions; and

WHEREAS, Bountiful, through its 911 Communications Dispatch Center (the “Center”) operated by the Bountiful Police Department, provides dispatch services within the limits of Davis County; and

WHEREAS, Centerville desires to benefit from the services of Bountiful and the Center as detailed in this Agreement; and

WHEREAS, Bountiful desires to provide services to Centerville as detailed in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services. Bountiful, through its Police Department and Center, shall provide dispatch services and emergency dispatch services to Centerville for police, fire and emergency medical services, twenty-four hours a day, seven days a week, three hundred sixty-five days per year. Dispatching services shall include receiving calls for service and dispatching response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing incident reports. These services shall include or be subject to the following provisions:

- a. Dispatch services will be dispatched over the radio, two-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system, as applicable.
- b. Bountiful, through its Police Department and Center, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.

- c. Bountiful, through its Police Department and Center, and its CAD system, will maintain a record of all telephone and radio calls involving Centerville and record all call times and radio transmissions of the appropriate police, fire and emergency medical services incidents and shall retain and manage such records in accordance with the Utah Government Records Access and Management Act, as set forth in Utah Code Ann. §§ 63G-2-101, et seq.
- d. Bountiful, through its Police Department and Center, and systems shall maintain interoperability with Centerville's current records management system (which is FATPOT).

2. Equipment. All equipment within the Center shall be provided by and is the sole property of Bountiful. As the owner of the equipment, Bountiful shall derive all profits and losses from the equipment. Centerville shall be responsible for providing equipment in Centerville vehicles necessary to communicate with the Center. Such equipment in Centerville vehicles shall be the sole property of the Centerville and Centerville shall derive all profits and losses from such equipment. On or after July 1, 2018, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:

- a. Prior to any equipment being connected to Bountiful's dispatch system, the entity responsible for such equipment shall provide all requested records relating to the equipment and obtain written approval from the Bountiful Information Systems Director, Utah Communications Authority, and any applicable radio vendor.
- b. It shall be the sole obligation and responsibility of the entity responsible for the dispatching equipment to adequately and reasonably maintain any and all equipment necessary for the Center to effectively carry out its duties as detailed in this Agreement. This obligation includes but is not limited to entering into third party maintenance agreements that cover any equipment owned or leased by the entity responsible for the equipment. Any and all obligations, financial or otherwise, under such an agreement shall be the sole responsibility of the entity responsible for the equipment.
- c. Except in the case of an emergency, Centerville shall arrange access to the dispatching equipment with Bountiful through the Bountiful Police Department and the Center, at least twenty-four (24) hours in advance. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to Bountiful, through the Bountiful Police Department and the Center. Upon receiving notice as described herein, Bountiful, through the Bountiful Police Department and the Center, will permit access to the dispatching equipment.

3. Compensation. For each annual fiscal year (July 1 through June 30), Centerville shall pay Bountiful for the services described in this Agreement as follows:

- a. Centerville shall pay Bountiful a total of forty thousand dollars (\$40,000) per year for the utilization of the Center and services as described herein. The forty thousand dollars (\$40,000) shall be paid to Bountiful in equal quarterly payments (at the beginning of each quarter: July, October, January, April) within thirty calendar days of receipt of a monthly invoice from Bountiful.
- b. Bountiful shall be entitled to any and all 911 phone services fees that are paid to or on behalf of Centerville. Centerville agrees to forward any and all 911 phone service fees to Bountiful; and in the event of any dispute regarding said fees, to cooperate and assist Bountiful as necessary in seeking, obtaining and receiving said fees.
- c. The Parties may agree to adjustments to the annual compensation for services under this Agreement subject to annual budget approval by the legislative bodies of the Parties. Such adjustments to the annual compensation for services shall not require any amendment to this Agreement and should be requested and pursued with sufficient time to be addressed as part of the annual budget process of the Parties.

4. Effective Date of Agreement. The effective date of this Agreement shall be the date first written above, July 1, 2018 (the "Effective Date").

5. Term of Agreement. The term of this Agreement shall be for five years beginning July 1, 2018, and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2023 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement. Under no circumstances shall the Term of this Agreement extend more than fifty (50) years from July 1, 2018.

6. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following:

- a. Mutual written agreement of the Parties;
- b. By either Party after any material breach of this Agreement; and
  - i. Thirty calendar days after the non-breaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

- ii. After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;
- c. By either party, with or without cause, six (6) months after the terminating party mails a written notice to terminate this Agreement to the non-terminating party pursuant to the notice provisions of this Agreement; or
- d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

7. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

Bountiful City  
 Attn: City Manager  
 790 South 100 East  
 Bountiful, UT 84010

Centerville City  
 Attn: City Manager  
 250 North Main Street  
 Centerville, UT 84014

8. Indemnification and Hold Harmless. The Parties agree to indemnify and hold harmless the other Party as follows:

- a. Centerville, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "Centerville Representatives"), agrees and promises to indemnify and hold harmless Bountiful, as well as Bountiful's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Bountiful Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the Centerville and/or Centerville Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the Centerville may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of Centerville or Centerville Representatives.
- b. Bountiful, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of Bountiful (collectively, the "Bountiful Representatives"), agrees and promises to indemnify and hold harmless Centerville, as well as the Centerville's officers,

officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Centerville's Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of Bountiful and/or Bountiful Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that Bountiful may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the Bountiful or Bountiful Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

12. Employees and Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. Bountiful employees, while providing or performing services under this Agreement, shall be deemed employees of Bountiful for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. Centerville employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the Centerville for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or

modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

14. Binding Effect, Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. This Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

16. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

17. Choice of Law, Jurisdiction, Venue. All matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

19. Remedies for Breach of This Agreement. Upon a material breach of this Agreement by either party, the non-breaching party may pursue any remedy under this Agreement or at law, equity, or otherwise against the breaching party arising from, in connection with, or relating to this Agreement. The Parties agree that in the event a Party believes the other Party to be in material breach of this Agreement, said Party will give written notice of the alleged breach to the other Party; at which time the Party alleged to be in breach shall have thirty (30) calendar days to remedy the alleged breach. If the Party alleged to be in breach, upon receiving written notice, immediately engages in a good faith effort to remedy the alleged breach but said breach cannot reasonably be remedied within thirty (30) days, the Parties may extend the timeframe to allow the alleged breach to be remedied. It is expressly understood and agreed that the terms and/or provisions of this Section shall survive the termination of this Agreement. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

20. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, Bountiful is expressly authorized by Centerville to continue or enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

21. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

22. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

24. Construction. This Agreement is the result of negotiations between the Parties. Accordingly, this Agreement shall not be construed for or against any party, regardless of which party drafted this Agreement or any part hereof. The headings and/or captions of the various paragraphs of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement. Unless the context requires otherwise, singular nouns and pronouns used in this Agreement shall be deemed to include the plural, and pronouns of one gender or the neuter shall be deemed to include the equivalent pronouns of the other gender or the neuter.

25. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

WHEREFORE, the Parties hereto have executed this Interlocal Cooperation Agreement on the dates indicated below to be effective as of the date first written above.

Centerville City

\_\_\_\_\_  
Clark Wilkinson  
Centerville City Mayor  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mackenzie Wood  
Centerville City Recorder

Approved as to form and legality:

\_\_\_\_\_  
Lisa G. Romney  
Centerville City Attorney



Bountiful City

\_\_\_\_\_  
Randy Lewis  
Bountiful City Mayor  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Shawna Andrus  
Bountiful City Recorder

Approved as to form and legality:

\_\_\_\_\_  
Clinton R. Drake  
Bountiful City Attorney



# City Council Staff Report

**Subject:** Recommendations for budget amendment, adoption, and a property tax rate  
**Author:** Galen D. Rasmussen, Assistant City Manager  
**Department:** Executive  
**Date:** June 12, 2018

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## **Background**

On May 8<sup>th</sup> of this year the Mayor and City Council adopted a tentative budget for the fiscal year beginning July 1, 2018 and ending June 30, 2019. This document also contained the original budget and estimated revenues and expenditures for the current fiscal year. This tentative budget document has been available for public inspection since the date of its adoption. Budgets of governmental entities are essentially a plan which outlines the goals and priorities of the entity and accounts for the sources and uses of funds to carry out the goals and priorities. These budgets are developed by management and staff; are subject to review and approval by the elected body; and are open for review and comment by the public. Since budgets are plans, it is contemplated that later amendment of the plan may be necessary to account for changes in goals, priorities, or to recognize actual revenues and/or expenditures that exceed the original budget. Specific requirements to be followed by cities in budget development and administration are found in Utah Code Sections 10-6-101 through 10-6-136.

## **Analysis**

The adopted tentative budget contained budgets from all departments and funds of the City following meetings between department representatives, the City Manager, and the Mayor and Council. The budgets were balanced between revenues and expenditures and the format of the document conformed to the standards prescribed by Utah Code Section 10-6. The attached ordinance is designed to formalize five actions related to the tentative budget following a Power Point presentation and three separate public hearings in preparation for the tentative budget to ultimately become the City's final adopted budget:

1. Amendment of the current year (Fiscal Year 2017-2018) budget for selected departments to address expenditures or expenses that are projected to exceed the original budget by the end of the fiscal year. The specific amendments and explanations for each amendment are detailed in the ordinance.
2. To consider, as a part of the new Fiscal Year 2018-2019 budget, the transfer of \$2,490,000 from the Light & Power Fund to the General Fund of the City. This is a regular annual transfer.
3. Adjustments to the budget for the new fiscal year beginning July 1, 2018 and ending June 30, 2019 (Fiscal Year 2019). These adjustments are necessary to implement various technical corrections, and to prepare the budget document for a future submission to the national Government Finance Officers Association for the purpose of again receiving their Distinguished Budget Presentation Award.

4. Adopting the recommendation of the Parks, Recreation and Arts Budget Committee for funding of RAP Tax Grants to the following organizations from the Fiscal Year 2018-2019 budget:

**APPLICATIONS SUMMARY**

Applicant	Project Summary	Requested Funding Amount	Recommended Funding Amount
Bountiful Davis Arts Center (BDAC)	Summerfest; Family Art Night; Silent Film Festival; Free public concerts; Counter height tables; monitors; headphones, etc.	<u>\$38,359</u>	<u>\$38,359</u>
Bountiful Historical Preservation Foundation	Stoker School Education exhibit	<u>\$19,810</u>	<u>\$6,371</u>
Centerpoint Legacy Theatre	Improvements to the downstage apron of the Barlow Main Stage	<u>\$30,000</u>	<u>\$0.00</u>
Joy Foundation	Chalk Art Festival; Open Mic Night	<u>\$10,000</u>	<u>\$10,000</u>
<b>Totals</b>		<b><u>\$98,169</u></b>	<b><u>\$54,730</u></b>

5. Adopting the Fiscal Year 2019 budget includes the amendments, transfers and adjustments described above along with related rates, fees, taxes, employee compensation schedules, and a confirmation of the City's participation in the Public Employees Contributory and Public Safety Retirement Systems. If the City Council decides to raise the property tax rate above the Certified Tax Rate for 2018 calendar year taxes, then this Fiscal Year 2019 budget would be adopted as a tentative budget prior to the date of a future Truth-in-Taxation hearing in August.

In addition to the ordinance, and pursuant to City Council intent to proceed with raising the property tax rate above the Certified Tax Rate level, it will also be necessary to set a public hearing date for a Truth-in-Taxation hearing which is suggested as August 14, 2018 at the Regular City Council Meeting starting at 7:00 p.m.

**Department Review**

Every department of the City has submitted, reviewed, and approved their portion of the budget. The budget, ordinance, and resolution have also been reviewed and approved by the City Manager and the City Attorney.

## **Recommendation**

The following actions are recommended by staff to the Mayor and City Council:

1. Hold a Public Hearing on the Transfer of funds from Light and Power Fund to General Fund
2. Hold a Public Hearing on amendments to the current Fiscal Year 2017-2018 budget and adoption of the Fiscal Year 2018-2019 budget in tentative form prior to a Truth-in-Taxation Hearing on the property tax rate for calendar year 2018 taxes.
3. Adopt Ordinance 2018-03 to:
  - a. Amend the current Fiscal Year 2017-2018 budget and
  - b. Adopt the new Fiscal Year 2018-2019 budget as a Tentative Budget, which incorporates various technical corrections, a schedule of fees, taxes, and employee compensation schedules along with providing a confirmation of the City's participation in the Public Employee Contributory and Public Safety Retirement Systems.
4. Set the date and time for a Truth-in-Taxation Public Hearing as Tuesday, August 14, 2018 at the City Council Meeting beginning at 7:00 p.m.

## **Significant Impacts**

Adoption of a budget and setting of a property tax rate is required by Utah Code Section 10-6.

## **Attachments**

Ordinance 2018-03



# BOUNTIFUL

MAYOR  
Randy C. Lewis  
CITY COUNCIL  
Kendalyn Harris  
Richard Higginson  
Beth Holbrook  
John Marc Knight  
Chris R. Simonsen

CITY MANAGER  
Gary R. Hill

## Bountiful City Ordinance No. 2018-03

An ordinance (1) amending the budgets of the City of Bountiful for the Fiscal Year beginning July 1, 2017, and ending June 30, 2018; (2) adopting a tentative budget for the City of Bountiful for the Fiscal Year beginning July 1, 2018, and ending June 30, 2019; and (3) authorizing and directing the participation of the City in the Public Employees Contributory Retirement System and the Public Safety Contributory Retirement System of the Utah Retirement Systems for fiscal year 2018-2019.

### It is the Finding of the Bountiful City Council that:

1. The Bountiful City Council, through its elected officials and appointed officers, has caused to be prepared a Final Budget for Fiscal Year 2018-2019;
2. This Budget has been duly considered and formulated according to the Uniform Fiscal Procedures Act for Utah Cities (Utah Code §10-6-101 et seq);
3. This budget includes estimates of anticipated revenues, appropriations for expenditures and expenses, adjusted compensation schedules for City officers and employees that reflect the rates required for participation in the Utah Retirement Systems, and user fees for City facilities and services.
4. A Tentative Budget was adopted on May 8, 2018, and made available as required by law;
5. A public hearing to consider this Tentative Budget has been noticed and held on June 12, 2018, according to the requirements of the Uniform Fiscal Procedures Act for Utah Cities.

### Now, therefore, it is hereby ordained by the City Council of Bountiful, Utah:

**Section 1.1.** The City of Bountiful, Utah, through its elected officials and appointed officers, has reviewed the revenues and expenditures in all of its budgets for fiscal year 2017-2018.

**Section 1.2.** The City, desiring not to overspend budget appropriations in any of its funds or departments, desires to adjust revenues and/or expenditures in its budgets for fiscal year 2017-2018.

**Section 1.3.** The budget changes set forth in Exhibit A for fiscal year 2017-2018 are hereby adopted.

**Section 2.1.** The City of Bountiful, through its elected officials and appointed officers, has caused to be prepared a budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019. This budget has been duly considered and formulated according to the Uniform Fiscal Procedures Act for Utah Cities and other applicable State and Federal law. It is now desirable and necessary to formally adopt this budget.

**Section 2.2.** This budget includes estimates of anticipated revenues, appropriations for expenditures/expenses, adjusted compensation schedules for City officers and employees, and user fees for City facilities and services.

**Section 2.3.** The Bountiful City budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019, with the adjusted compensation schedules and the City user fees incorporated in its preparation is hereby adopted.

**Section 2.4.** Bountiful City hereby confirms its participation in the Public Employees Contributory Retirement System and the Public Safety Contributory Retirement System of the Utah Retirement Systems for fiscal year 2018-2019. The budget and compensation schedules reflect the Annual Certification of Retirement Contribution Rates required for participation in the current year. The City Manager and staff are authorized and directed to take such steps as are necessary to implement the City's participation in these programs.

**Section 3.** This ordinance shall take effect immediately upon first publication.

**Adopted by the City Council of Bountiful, Utah, this 12<sup>th</sup> day of June, 2018.**

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Randy C. Lewis, Mayor

ATTEST:

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Shawna Andrus, City Recorder

**Budget Amendment Requests  
Fiscal Year 2017-2018**

As of: 5/31/2018

ORD. 2018-03  
EXHIBIT A

**GENERAL & CAPITAL FUNDS (Revenues)**

<u>Fund Name</u>	<u>Account Description</u>	<u>Revenue Account</u>	<u>General Fund Amount</u>	<u>Capital Fund Amount</u>	<u>Reasons for Amendment</u>
General Fund	Sales and Use Tax - General	101020 - 313000	116,000	200	Additional sales tax revenue received and used to balance with budget amendments below
<b>Total Revenue amendments (General &amp; Capital Funds)</b>			<b>116,000</b>	<b>200</b>	

**GENERAL & CAPITAL FUNDS (Expenditures)**

<u>Department</u>	<u>Account Description</u>	<u>Expenditure Account</u>	<u>General Fund Amount</u>	<u>Capital Fund Amount</u>	<u>Reasons for Amendment</u>
Human Resources		104134 - 413020	6,000		Employee insurance adjustment
Information Technology		104136 - 425000	2,000		Software upgrade
Police		104210 - 411400	12,000		Additional officer overtime used on Alcohol Enforcement and High School shifts
Police		104210 - 425431	27,000		Advance purchase of vehicle equipment for Fiscal Year 2018-2019
Police		104210 - 445100	18,000		Advance purchase of equipment for Fiscal Year 2018-2019
Fire		104220 - 431000	15,000		Variance in quarterly fire assessments
Parks		104510 - 411000	20,000		Estimated overruns in payroll categories
Parks		104510 - 426000	16,000		Reallocation of internally billed utility costs
Finance		454140 - 431040		200	Underestimated bank fees
<b>Total Expenditure amendments (General &amp; Capital Funds)</b>			<b>116,000</b>	<b>200</b>	

**ENTERPRISE FUNDS (Revenues)**

<u>Fund Name</u>	<u>Account Description</u>	<u>Revenue Account</u>	<u>Operating Amount</u>	<u>Capital Amount</u>	<u>Reasons for Amendment</u>
Recycling	Use of Retained Earnings	488000 - 389010	15,000		To fund unexpected recycling costs
Light & Power	Use of Retained Earnings	538000 - 389010		520,000	To fund purchase of property at 120 South 200 West, Bountiful
Golf	Use of Replacement Reserve	558000 - 389100	91,000		
Landfill	Use of Replacement Reserve	578000 - 389100	302,341		Amended Interfund Loan between Landfill and Water Funds to balance adjustments
Landfill	Repayment of N/R (Principal)	576000 - 369030	(228,555)		Amended Interfund Loan between Landfill and Water Funds principal repayment change
Landfill	Interest Earnings - Note Receivable	576010 - 369040	(61,786)		Amended Interfund Loan between Landfill and Water Funds interest earnings change
Cemetery	Use of Retained Earnings	598000 - 389010	66,000		
<b>Total Revenue amendments (Enterprise Funds)</b>			<b>184,000</b>	<b>520,000</b>	

**ENTERPRISE FUNDS (Expenses)**

<u>Department</u>	<u>Account Description</u>	<u>Expense Account</u>	<u>Operating Amount</u>	<u>Capital Amount</u>	<u>Reasons for Amendment</u>
Recycling	Recycling Collections	484800 - 431550	15,000		Additional unexpected recycling costs
Water	Add to Replacement Reserve	515100 - 491540	303,000		Amended Interfund Loan between Landfill and Water Funds to balance adjustments
Water	Interest Expense	515100 - 453100	(18,000)		Amended Interfund Loan between Landfill and Water Funds interest earnings change
Water	Principal Expense - Bountiful City Note	515100 - 482050	(285,000)		Amended Interfund Loan between Landfill and Water Funds principal repayment change
Light & Power	Land, Land Rights and Improvements	535300 - 471100		520,000	Purchase of property at 120 South 200 West, Bountiful
Golf	Depreciation Expense	555500 - 454800	91,000		Accounting adjustments for depreciation of assets
Landfill	Building Grounds and Maintenance	575700 - 426000	12,000		Additional unexpected buildings and grounds maintenance costs.
Cemetery	Building Grounds and Maintenance	585900 - 426000	8,000		Additional remodeling costs and repair of damaged window.
Cemetery	Land	585900 - 471100	15,000		Earnest money for Cemetery land purchase
Cemetery	Improvements Other Than Buildings	585900 - 473100	43,000		Revision to Cemetery statue costs
<b>Total Expense amendments (Enterprise Funds)</b>			<b>184,000</b>	<b>520,000</b>	

**SPECIAL REVENUE FUND (Revenues)**

<u>Fund Name</u>	<u>Account Description</u>	<u>Revenue Account</u>	<u>Operating Amount</u>	<u>Capital Amount</u>	<u>Reasons for Amendment</u>
Municipal Building Authority	Interest & Investment Earnings	446010 - 361000	150		Additional interest earnings over budgeted estimate
Redevelopment Agency	Use of Fund Balance	728000 - 389000	793,000		Use of Fund Balance for loan to Colonial Square Owners Association
Cemetery Perpetual Care	Interest & Investment Earnings	746010 - 361000	1,500		Additional interest earnings over budgeted estimate
RAP Tax	Use of Fund Balance	838000 - 389000	24,000		Use of Fund Balance for additional RAP Tax grants
<b>Total Revenue amendments (Special Revenue Fund)</b>			<b>818,650</b>		

**SPECIAL REVENUE FUND (Expenditures)**

<u>Department</u>	<u>Account Description</u>	<u>Expense Account</u>	<u>Operating Amount</u>	<u>Capital Amount</u>	<u>Reasons for Amendment</u>
Municipal Building Authority	Bank and Investment Fees	444110 - 431040	150		Adjustment for underestimated bank fees
Redevelopment Agency	Loaned Monies	727200 - 461050	793,000		Additional loan to Colonial Square Owners Association
Cemetery Perpetual Care	Bank and Investment Fees	747400 - 431040	1,500		Adjustment for underestimated bank fees
RAP Tax	RAP Tax Grant Award	838300 - 492020	24,000		Additional grants awarded from prior year monies and account reclassification
<b>Total Expense amendments (Special Revenue Fund)</b>			<b>818,650</b>		



# City Council Staff Report

**Subject:** Amended Interfund Loan – Landfill & Water Funds  
**Author:** Galen D. Rasmussen, Assistant City Manager  
**Department:** Executive  
**Date:** June 12, 2018



## **Background**

On March 27<sup>th</sup> the Council approved an Interfund Loan between the Landfill and Water funds of the City following a public hearing. This loan was to provide needed financial assistance for reconstruction of the Mueller Park Water Treatment Plant. Due to project timing, invoicing of work performed from contractors, and cash flow, the funding from the original interfund loan was ultimately not needed until now.

Under State law found at Utah Code §10-6-132(5)(b) , interfund loans may be established by including the interfund loan “in an original budget or in a subsequent budget amendment previously approved by the governing body for the current fiscal year” and then by reducing key loan terms and conditions to writing for approval by the governing body. As such, an amended interfund loan request is presented tonight as part of the amendments proposed for the current Fiscal Year 2017-2018 budget.

## **Analysis**

Following a re-evaluation of funding needed to complete the Water Fund capital replacement plan, an **amended** interfund loan is recommended with the following terms and conditions:

<b>Effective Date of the Loan:</b>	June 12, 2018 <u>(amended from March 27, 2018)</u>
<b>Name of Loaning Fund:</b>	Bountiful City Landfill
<b>Name of Borrowing Fund:</b>	Bountiful City Water
<b>Amount of the Loan:</b>	\$3,000,000.00 <u>(amended from \$3,800,000)</u>
<b>Term and Repayment:</b>	10 year repayment in semi-annual installments
<b>Interest Rate:</b>	10 year Treasury Rate as of June 12, 2018 <u>(amended from March 27, 2018)</u>
<b>Interest Calculation Method:</b>	Semi-annual amortized principal and interest
<b>Procedure for Applying Interest:</b>	Interest rate applied to outstanding balance
<b>Procedure for Applying Payment:</b>	Internal fund accounting procedures
<b>Other Terms and Conditions:</b>	No prepayment or early payoff penalties

The resulting semi-annual payment schedule for this interfund loan will be subject to the amortization schedule attached as Exhibit A to Resolution 2018-08 which is attached. This schedule contains the 10-year Treasury Rate as of June 12, 2018.

## **Department Review**

This staff report has been reviewed by, and received the concurrence of, the City Manager, City Attorney, Finance Director, City Engineer, Water Department Director and Streets and Landfill Director.

**Recommendation**

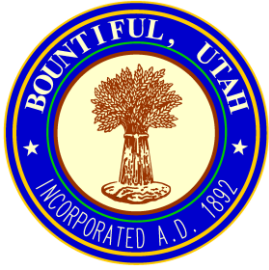
Staff recommends the City Council consider approval of the amended interfund loan between the Landfill Fund and Water Fund as set forth in this staff report and Resolution 2018-08. Following the public hearing on the amendment of the Fiscal Year 2017-2018 budget, which includes this amended interfund loan, staff further recommends approval of Resolution 2018-08 which authorizes the amended Interfund Loan and sets forth the terms and conditions of that loan.

**Significant Impacts**

Ready availability of funds for other purposes in both the Landfill and Water Funds will be affected for a period of 10 years.

**Attachments**

- City Resolution 2018-08
- Amortization schedule



# BOUNTIFUL

## Bountiful City Resolution No. 2018-08

MAYOR  
Randy C. Lewis

CITY COUNCIL  
Kendalyn Harris  
Richard Higginson  
Beth Holbrook  
John Marc Knight  
Chris R. Simonsen

CITY MANAGER  
Gary R. Hill

**A Resolution establishing and approving an Amended Interfund Loan between the Bountiful City Landfill Fund (Lender) and Bountiful City Water Fund (Borrower). Both funds are classified as Enterprise Funds for budgeting and reporting purposes.**

**It is the Finding of the Bountiful City Council that:**

1. The Bountiful City Council, through its elected officials and appointed officers, has caused to be created an interfund load arrangement between its Landfill and Water Funds for the purpose of providing monies for major capital replacement projects in the Water Fund;
2. This interfund loan is organized according to the Uniform Fiscal Procedures Act for Utah Cities (Utah Code §10-6-132 et seq);
3. The interfund loan, with its proposed terms and conditions, is set forth below;
4. This Interfund Loan was considered as a part of the amendments to the Fiscal Year 2017-2018 budget on June 12, 2018, according to the requirements of the Uniform Fiscal Procedures Act for Utah Cities (Utah Code §10-6-113 et seq) and Utah Code §10-6-132(5)(b)).

**Now, therefore, it is hereby resolved by the City Council of Bountiful, Utah:**

**Section 1.1.** The City of Bountiful, Utah, through its elected officials and appointed officers, has reviewed the proposed amended interfund loan between the Landfill and Water Funds.

**Section 1.2.** The City, desiring to provide a funding source and mechanism to support needed capital improvements within the Water Fund establishes an amended interfund loan between the Landfill Fund (Lender) and Water Fund (Borrower) with the following terms and conditions:

<b>Effective Date of the Loan:</b>	June 12, 2018 <u>(amended from March 27, 2018)</u>
<b>Name of Lending Fund:</b>	Bountiful City Landfill
<b>Name of Borrowing Fund:</b>	Bountiful City Water
<b>Amount of the Loan:</b>	\$3,000,000.00 <u>(amended from \$3,800,000)</u>
<b>Term and Repayment:</b>	10 year repayment in semi-annual installments
<b>Interest Rate:</b>	10 year Treasury Rate as of June 12, 2018 <u>(amended from March 27, 2018)</u>
<b>Interest Calculation Method:</b>	Semi-annual amortized principal and interest
<b>Procedure for Applying Interest:</b>	Interest rate applied to outstanding balance
<b>Procedure for Applying Payment:</b>	Internal fund accounting procedures
<b>Other Terms and Conditions:</b>	No prepayment or early payoff penalties

**Section 1.3.** The interfund loan amortization schedule based on the terms identified in Section 1.2 is attached as Exhibit A and is hereby adopted. This schedule contains the 10-year Treasury Rate as of June 12, 2018.

**Section 2.1.** The City of Bountiful, through its elected officials and appointed officers, has caused to be prepared an amended interfund loan between the Landfill Fund and Water Fund. This amended interfund loan has been duly considered and formulated according to the Uniform Fiscal Procedures Act for Utah Cities and other applicable State and Federal law. It is now desirable and necessary to formally adopt this interfund loan.

**Section 2.2.** This interfund loan includes terms and conditions as specified in Section 1.2.

**Section 3.** This Resolution shall take effect immediately upon passage.

**Adopted by the City Council of Bountiful, Utah, this 12<sup>th</sup> day of June, 2018.**

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Randy C. Lewis, Mayor

ATTEST:

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Shawna Andrus, City Recorder

**EXHIBIT A**

**Interfund Loan Amortization Schedule**



# City Council Staff Report

**Subject:** Public Hearing-Amendment to Section 14-2-111 to designate the Planning Commission as the Appeal Authority for Variances in the R-F Zone

**Applicant:** Bountiful City

**Author:** Chad Wilkinson

**Date:** June 12, 2018



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## Description of Request

Consider amending Bountiful Land Use Ordinance Section 14-2-111 in order to designate the Planning Commission as the Appeal Authority for variances in the R-F zone related to disturbance of slopes greater than 30 percent and for cuts and fills greater than 10 feet.

## Background and Analysis

The Administrative Committee was originally created to “ensure that items of a routine nature are processed expeditiously and in a public forum.” The Administrative Committee is made up of three members: the City Engineer or designee, the City Planning Director or designee and a citizen representative. The Administrative Committee routinely reviews items such as conditional use permits for home occupation contractor uses, certain commercial uses in existing buildings, lot line adjustments, and other items of a purely administrative nature where a public meeting is appropriate because of potential impacts to neighboring property owners. Variances to the standards of the R-F zone were included in the Administrative Committees review authority as a way to expedite approval of homes in the R-F district that were being constructed on existing lots. While this practice has worked in a limited number of cases where minor exceptions have been requested, more often it has resulted in difficulties caused by staff acting both in the capacity of making recommendations and as the decision maker.

Variances are not administrative decisions but are discretionary in nature and require judgement in the application of criteria from State Code. There has been concern that when City staff have been uncomfortable with a proposal and have recommended denial, it has not provided the applicant with adequate due process to have the Administrative Committee review the request. In those cases the applicant is almost certainly guaranteed a denial. The Code currently allows for the Planning Director to refer any application submitted to the Administrative Committee to the Planning Commission for review. This has been happening with more and more frequency as the variance requests in the R-F zone have become increasingly complex. The reason for this increased complexity is that the lots and properties that remain undeveloped in the R-F are those that are the most steep and difficult to develop. Variances on these lots have moved far from resembling an administrative decision to being extremely discretionary. Another issue has arisen with applications that request additional encroachments from those originally approved by the Administrative Committee. Since the original request was deemed to be the minimum variance needed to allow reasonable development of a lot, an additional request moves beyond a routine decision to a decision requiring a great deal of discretion. Because of its composition as an appointed citizen led body, the Planning Commission, is much better suited to make

discretionary decisions than the Administrative Committee. City Staff are bound to administer a Code and are not in a good position to act as both the administrator of the Code and in the neutral quasi-judicial role that a variance requires.

### **Department Review**

This item has been reviewed by the City Planner, City Engineer and the City Attorney.

### **Significant Impacts**

The impacts to applicants are expected to be minimal. Because of noticing requirements for variances, the time from application to public hearing only differs by a few days between the Planning Commission and Administrative Committee process. There may be a small additional workload for the Planning Commission caused by the change. However since many of the recent R-F decisions have been referred to the Planning Commission for review, the impacts are expected to be minimal. In addition, there have only been a handful of R-F zone variance requests submitted in the last two years, so impacts to the Commission are expected to be minimal.

### **Recommendation**

The Planning Commission reviewed the request at their June 5 2018 meeting and forwards a recommendation of approval for the proposed change to designate the Planning Commission as the Appeal Authority for variances in the R-F zone related to disturbance of slopes greater than 30 percent and for cuts and fills greater than 10 feet.

### **Attachments**

1. Proposed Text Amendment



**Proposed Text Amendment**

**14-2-111 APPROVAL/REVIEW BODIES (CONTINUED)**

Item	Subcategory	Approval/Review Bodies			
		Staff	AC	PC	CC
Easement Release	All	No	No	No	Final
Variance	Slopes > 30%	No	<del>Final</del> No	<del>No</del> Final	No
	Cuts and Fills (includes retaining walls) > 10 feet	No	<del>Final</del> No	<del>No</del> Final	No
	Setbacks	No	No	Final	No
	All others	No	No	Final	No
Drive Approach	Residential SFD	Final	No	No	No
	All Non-SFD (without site plan review)	Final	No	No	No
	All Non-SFD (with site plan review)	No	No	Recommend	Final
Interior Remodel	All	Final	No	No	No
Retaining Wall	All	Final	No	No	No
Signs	Commercial Pole/Monument – New Developments	No	No	Recommend	Final
	All Others	Final	No	No	No
Utility Connections	All	Final	No	No	No
Vacate/Abandon Public Property	All	No	No	Recommend	Final
Improve Public Property	All	No	No	Recommend	Final
ADA and FFHA Accommodations	All	Planning Director	No	No	No



# BOUNTIFUL

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

## Bountiful City Ordinance No. 2018-04

**An ordinance amending Section 14-2-111 of the Bountiful City Code to designate the Planning Commission as the Appeal Authority for Variances in the R-F Zone.**

**It is the finding of the Bountiful City Council that:**

1. The Bountiful City Council is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the Bountiful City Code; and
2. The proposed change to the review process for variances in the R-F Zone will provide consistency in the Code by making the Planning Commission the review body for all variances; and
3. After a public hearing on June 5, 2018 the Bountiful City Planning Commission recommended in favor of approving this amendment to the Land Use Ordinance;
4. The Bountiful City Council held a public hearing on this Ordinance on June 12, 2018.

**Be it ordained by the City Council of Bountiful, Utah:**

**SECTION 1.** Section 14-2-111 of the Bountiful City Land Use Ordinance (Title 14 of the Bountiful City Code) is hereby amended as follows:

### 14-2-111 APPROVAL/REVIEW BODIES (CONTINUED)

Item	Subcategory	Approval/Review Bodies			
		Staff	AC	PC	CC
Easement Release	All	No	No	No	Final
Variance	Slopes > 30%	No	No	Final	No
	Cuts and Fills (includes retaining walls) > 10 feet	No	No	Final	No
	Setbacks	No	No	Final	No
	All others	No	No	Final	No
Drive Approach	Residential SFD	Final	No	No	No
	All Non-SFD (without site plan review)	Final	No	No	No

	All Non-SFD (with site plan review)	No	No	Recommend	Final
Interior Remodel	All	Final	No	No	No
Retaining Wall	All	Final	No	No	No
Signs	Commercial Pole/Monument – New Developments	No	No	Recommend	Final
	All Others	Final	No	No	No
Utility Connections	All	Final	No	No	No
Vacate/Abandon Public Property	All	No	No	Recommend	Final
Improve Public Property	All	No	No	Recommend	Final
ADA and FFHA Accommodations	All	Planning Director	No	No	No

**SECTION 4.** This ordinance shall take effect immediately upon first publication.

**Adopted by the City Council of Bountiful, Utah, this 12<sup>th</sup> day of June, 2018.**

\_\_\_\_\_  
Randy C. Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Shawna Andrus, City Recorder



# City Council Staff Report



**Subject:** Administrative Law Judge Term Renewal  
**Author:** Clinton Drake  
**Dept:** City Attorney  
**Date:** 12 June 2018

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## **Background**

On June 24, 2014, the City Council approved an amendment to Chapter 8 of Title 2 of the Bountiful City Municipal Code. The amendment empowered an Administrative Law Judge to hear certain appeals provided for in the Bountiful City Municipal Code. The Council appointed Attorney Glenn Bronson to serve as the Bountiful City Administrative Law Judge. The Municipal Code states that the Bountiful City Administrative Law Judge shall serve for a period of two years.

## **Analysis**

The use of an administrative law judge for certain appeals contained within the Municipal Code has been an effective and efficient method of appeal for the public as well as the City. Mr. Bronson's two year period of service as the Bountiful City Administrative Law Judge will expire this month. The Council may reappoint Mr. Bronson or appoint a new Administrative Law Judge. City Staff has reviewed Mr. Bronson's performance over the past two years and has found him to be conscientious, professional and competent. An information sheet describing Mr. Bronson's education and experience is attached.

## **Department Review**

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

## **Significant Impacts**

No significant impacts.

## **Recommendation**

It is recommended that the City Council approve the reappointment of Glenn Bronson as the Bountiful City Administrative Law Judge.

## **Attachments**

Resolution 2018-09  
Glenn Bronson Information Sheet



# BOUNTIFUL

City of Beautiful Homes and Gardens

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

## BOUNTIFUL CITY, UTAH RESOLUTION NO. 2018-09

### A RESOLUTION REAPPOINTING GLENN BRONSON AS THE BOUNTIFUL CITY ADMINISTRATIVE LAW JUDGE

WHEREAS, Bountiful City Municipal Code Title 8, Chapter 2 requires that an Administrative Law Judge be appointed by the City Council to serve for a period of two years; and

WHEREAS, Attorney Glenn Bronson has served as the Bountiful City Administrative Law Judge since June of 2014; and

WHEREAS, Mr. Bronson is a licensed attorney duly authorized to practice law in the State of Utah; and

WHEREAS, the City Council desires to reappoint Mr. Bronson as the Bountiful City Administrative Law Judge for an additional two years; and

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

**Section 1. Appointment.** The Bountiful City Council hereby reappoints Glenn Bronson to serve as the Bountiful City Administrative Law Judge subject to all conditions contained in the Bountiful City Municipal Code.

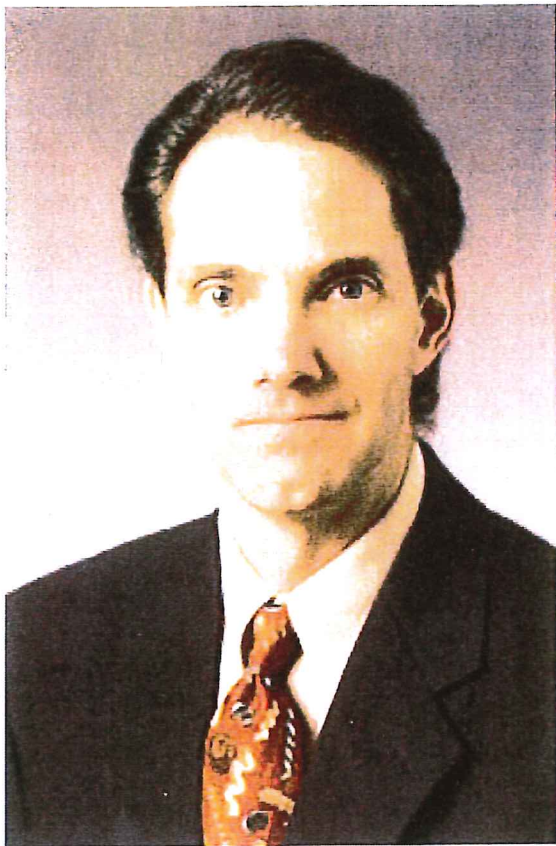
**Section 2. Effective date.** This Resolution shall take effect immediately upon passage.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 12<sup>TH</sup> DAY JUNE, 2018.**

\_\_\_\_\_  
Randy C. Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Shawna Andrus, City Recorder



## Glenn R. Bronson

### Phone Number

(801) 524-1000

### Email

grb@princeyeates.com

### Practice Areas

Bankruptcy, Commercial / Business, Litigation

Glenn Bronson's practice concentrates on contract, fraud and bankruptcy-related litigation.

### Prior Professional Experience

Until 1999 he practiced in Los Angeles with Chadbourne & Parke, focusing primarily on government contracts-related litigation. He then joined Prince Yeates and moved to Salt Lake City.

### Education

Brigham Young University, J. Ruben Clark School of Law, J.D., cum laude, 1991

Served on the Moot Court Board of Advocates

Utah State University, B.A. in English, cum laude, 1986

### Admissions

California, 1991

Utah, 1995

### Affiliations





# City Council Staff Report



**Subject:** Fireworks Ordinance  
**Author:** Clinton Drake  
**Dept:** City Attorney  
**Date:** 12 June 2018

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## **Background**

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

## **Analysis**

Fire Chief Jeff Bassett (Fire Code Official) has determined that current conditions within areas of Bountiful City are hazardous for fires and has recommended that restrictions be adopted for those areas posing a fire risk. Chief Bassett's determination empowers the City Council to adopt fireworks restrictions by adopting a Fireworks Ordinance for 2018 which would expire on November 20, 2018. The recommended boundary for 2018 is the same as last year's boundary (see attached map).

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

## **Department Review**

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

## **Recommendation**

It is recommended that the City Council adopt Ordinance 2018-05 to prohibit discharging fireworks east of Davis Boulevard.

## **Significant Impacts**

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

## **Attachments**

Ordinance 2018-05.  
Map of Bountiful City including fire restricted areas.  
Fire Chief Bassett's letter



# BOUNTIFUL

## Bountiful City Ordinance No. 2018-05

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

### AN ORDINANCE ADOPTING RESTRICTIONS OF THE USE OF FIREWORKS WITHIN CERTAIN AREAS OF THE CITY OF BOUNTIFUL, UTAH, FOR THE YEAR 2018.

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

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

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

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

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

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

#### **5-10-108. Fireworks Restrictions.**

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

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

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

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

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

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

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

(d) This subsection (2) shall expire (unless extended by vote of the City Council) at 11:59 p.m. on November 30, **2018**.

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

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

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

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

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

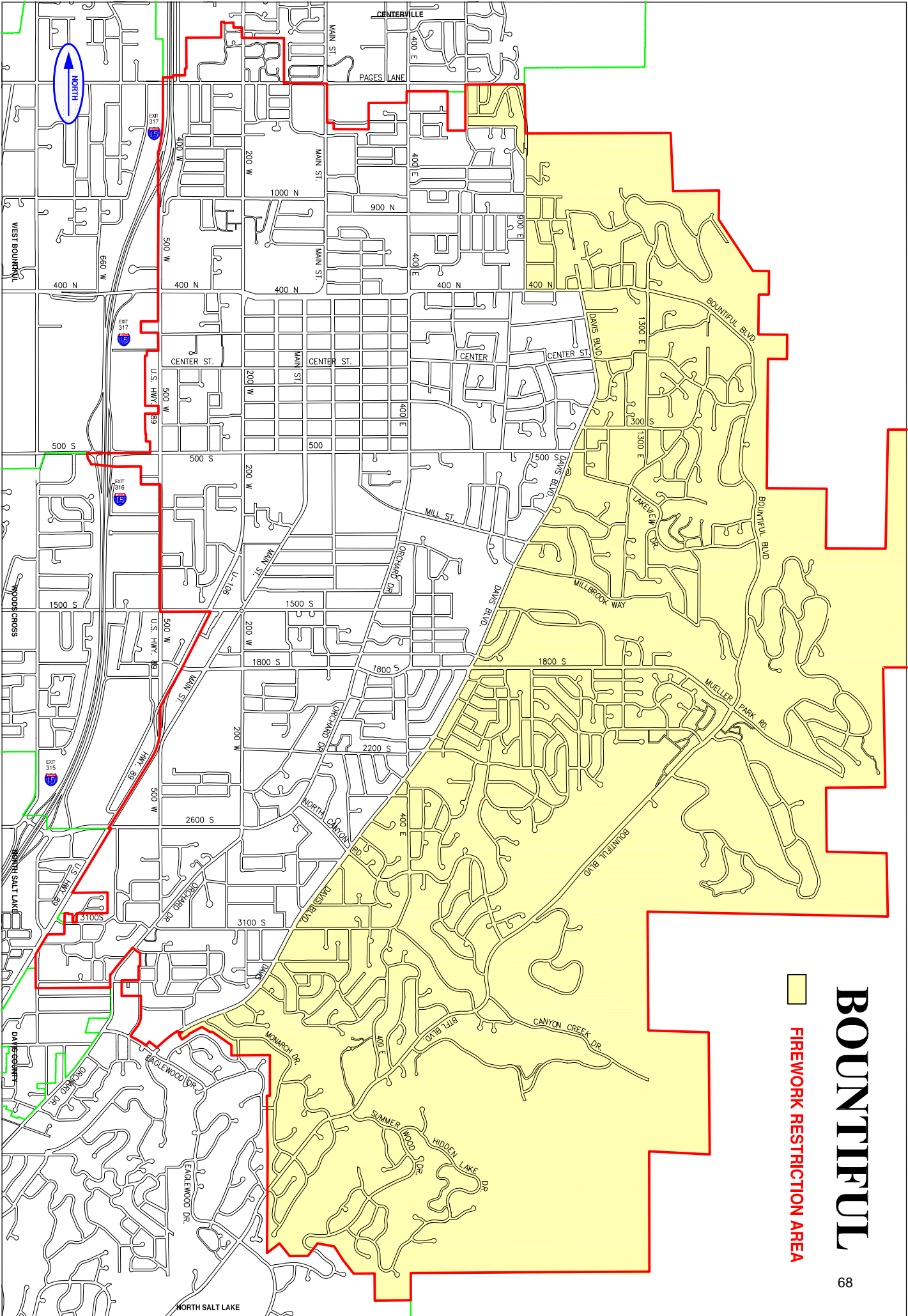
**Section 2. Effective Date.** This Ordinance shall become effective immediately upon first publication.

**Adopted by the City Council of Bountiful, Utah, this 12th day of June, 2018.**

\_\_\_\_\_  
Randy C. Lewis, Mayor

Attest:

\_\_\_\_\_  
Shawna Andrus, City Recorder



 FIREWORK RESTRICTION AREA

# BOUNTIFUL

# South Davis Metro Fire Service Area

*Proudly Serving the Communities of*

*Bountiful - Centerville - Davis County - North Salt Lake, West Bountiful - Woods Cross*

**Jeff Bassett, Fire Chief**

Mr. Gary Hill

May 21, 2018

Bountiful City Manager

Bountiful City

790 South 100 East

Bountiful, Utah, 84010

Mr. Gary Hill:

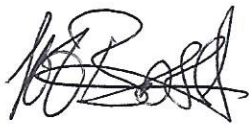
I have evaluated areas within Bountiful City where existing and historical hazardous environmental conditions exist and meet the requirements of 15A-5-202.5(b). It is anticipated these areas will become drier and more hazardous in the month of July. These areas where existing and historical hazardous environmental conditions exist are shown on the attached map and detailed below.

Based on the determination that existing or historical hazardous environmental conditions exist in the described and restricted areas on the attached map, the use of any ignition source, including fireworks, lighters, matches, sky lanterns, and smoking materials is prohibited in the restricted area.

The discharge of fireworks is prohibited in the city of Bountiful within the areas from the Centerville – Bountiful City border at 650 east, East of 650 east to 1400 North, 1400 North East to 900 East, East of 900 East to 400 North, East 400 north to Davis Blvd, All of Davis Blvd to the Bountiful- North Salt Lake border.

Campfires and all other fires are allowed only in an approved fire pit designed and installed by the forest service or the City. No homemade or makeshift fire pits are allowed. This restriction does not apply to residential structures or improved fire pits adjacent to a residential structure.

This does not apply to the Bountiful City Handcart Days public fireworks display because of adequate fire prevention preparations.



Jeff Bassett, Fire Chief



# City Council Staff Report



**Subject:** Vehicle Purchase  
**Author:** Chief Ross  
**Department:** Police Department  
**Date:** June 12, 2018

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## **Background**

The following is a request to approve the purchase of two police vehicles. Funding for these vehicles is included in our FY 2018 budget.

## **Analysis**

The vehicles to be purchased are two 2018 Dodge Chargers assigned to the Patrol division. The Chargers will be purchased from Performance Automotive Group at the Utah State Contract price of \$23,608 each. The total price for both vehicles is \$47,216 which is within the amount budgeted in our FY2018 budget.

The following vehicles will be sold;

- 2011 Dodge Charger with approximately 110,000 miles
- 2008 Dodge Charger with approximately 107,000 miles

## **Department Review**

The Police Department and City Manager have reviewed this staff report.

## **Recommendation**

I respectfully request your approval to purchase two police vehicles in the amount of \$47,216. Thank you for your time and consideration in this matter.

## **Significant Impacts**

Sufficient funds are currently budgeted.

## **Attachments**

N/A





# City Council Staff Report

**Subject:** Vehicle Mobile Radios  
**Author:** Chief Tom Ross  
**Department:** Police Department  
**Date:** June 12, 2018



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## **Background**

The following is a request to approve the purchase of 43 Motorola Vehicle Radios. Funding for this equipment has been approved in our FY 2018 budget.

## **Analysis**

Our current vehicle radios were purchased approximately 18 years ago and are analog radios that are being phased out by the Federal Government. Public safety has been told by the Utah Communications Authority that we must have radios that are digitally compliant by January 2019 due to all analog radios being shut down to reduce the costs of supporting both types of radios. We have spread the radio costs over two fiscal year budgets FY2018 and FY2019 to reduce the financial impact in a single budget year.

Motorola provided us with a Utah State Bid contract price of \$2,289.56 per radio or \$98,452 for 43 radios. This price includes a \$1,724 credit for each of our old analog radios that without the credit would retail for \$4,013.56 each. All of our portable radios that were recently purchased are Motorola brand radios and it is beneficial to have the same brand for both types of radios. Due to this need and the credit we received from Motorola for our old radios, we did not solicit additional bids.

## **Department Review**

The Police Department and City Manager have reviewed this staff report.

## **Significant Impacts**

Sufficient funds are currently budgeted.

## **Recommendation**

I respectfully request your approval to purchase 43 Motorola vehicle radios in the amount of \$98,452. Thank you for your time and consideration in this matter.

## **Attachments**