

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom

550 North 800 West
West Bountiful, Utah 84087

City Recorder
Cathy Brightwell

James Bruhn
Kelly Enquist
Mark Preece
Rod Wood

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City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD ITS REGULAR MEETING
AT 7:30 PM ON TUESDAY, FEBRUARY 4, 2020, AT CITY HALL, 550 N 800 WEST**

Invocation/Thought – James Ahlstrom; Pledge of Allegiance – Mark Preece

1. Approve the Agenda.
2. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
3. Award 2020 800 West Project to Post Asphalt Paving & Construction for \$2,562,415.25.
4. Award Professional Services Contract to CRS Engineers for Viaduct Wellhouse Design.
5. Bond Proceeds Reserve Agreement with Blackgate Investments LLC (Highgate Subdivision).
6. Discuss Miscellaneous Concrete Projects.
7. Tentative Budget Amendment.
8. Minutes from the January 7 and January 16, 2019 City Council Meetings.
9. Public Works/Engineering Report.
10. Administrative Report.
11. Mayor/Council Reports.
12. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
13. Adjourn.

Those needing special accommodations can contact Cathy Brightwell at 801-292-4486 twenty-four hours prior to the meeting.

This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on January 30, 2020.

MEMORANDUM



TO: Mayor and City Council

DATE: January 30, 2020

FROM: Ben White

RE: 800 West Improvement Project - Notice of Award

This memo presents staff's recommendation that the city council accept the bid from Post Asphalt Paving & Construction as the recommended lowest responsible bidder for a dollar amount of \$2,562,415.25 for the 2020 800 West Project (original bid of \$2,482,415.25 plus \$80,000 to correct an error on bid item 27 which will be explained in this memo).

Background/Scope

The FY 2020 budget originally contemplated the 2020 800 W Project as replacing the main water line and asphalt road surface from 400 N to 1000 N. After further discussions with the city council, staff was directed to design and bid a project that would complete all improvements and upgrades from 400 N to 1600 N. The scope as recently bid includes the following:

1. The entire City water system will be replaced (main line, service lines, water meters, hydrants)
2. The inadequate storm drain from 500 North to 1000 North will be replaced.
3. A full replacement of the pavement section to be constructed as 5" of asphalt over 18" of base course and a Mirafi 160N geotextile fabric.
4. New curb, sidewalk, and full width of asphalt where currently missing.
5. The worst of the damaged sidewalk will be replaced, and some existing curb will be replaced to conform with ADA ramp requirements and to accommodate a uniform eight-foot-wide park strip on the west side of the road.
6. Water and sewer services are also being stubbed into a few vacant properties where development is likely. The intent is that the City will be reimbursed for the construction of the water and sewer laterals at the time an applicant requests service.

Bid and Bid Modification

The city publicly opened sealed bids for the project on January 28, 2020, and Post Asphalt Paving & Construction was the apparent low bidder. Included with this memo is the bid summary of all bidders. Post Asphalt would be completing the road excavation, placement of new base, and asphalt. MC Green would be the subcontractor laying the water and storm drain lines and installing the concrete curb and sidewalk.

When staff reviewed the bids, it became clear that Post Asphalt made a mistake on Bid Item 27- “Over Excavation and Geotextile Fabric”. Included with this memo is the bid summary of all bidders with Bid Item #27 highlighted. Also attached is the Contractor’s request to correct/modify the unit cost for this item from \$7.50 to \$27.50.

Competitively bid projects are generally awarded strictly on the cost information provided on the bid form. It is not uncommon for contractors to rescind their bid due to errors or the city to disqualify a contractor. The project specifications also allow for post-bid modifications. Specification Section 00200 Instructions to Bidders Paragraph 2.7.B MODIFICATION AND WITHDRAW OF BIDS includes the following provision:

“Within 24 hours after Bids are opened, any Bidder may file written notice with OWNER that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake. The OWNER has sole discretion to determine whether to permit any modification or withdrawal or the return of any Bid Security.”

Per the specifications, the City can accept or reject the Contractor’s request. Should the City reject the Contractor’s request, he then has the option to request his bid not be considered. Due to bidder #2 being \$350,000 higher and the obvious nature of the mistake, staff is comfortable recommending that the council accept the Contractor’s request and the project be awarded to them.

Schedule

A full schedule for the project has not been established yet. But the contractor and subcontractor have indicated they would like to start with some of the concrete work as quickly as weather permits. The bid documents also require that the work from 400 North to just beyond city hall be completed prior to school beginning again in August, and the balance of the improvements being completed by October 16th.

Funding

As this project has grown significantly from what was initially included in the city’s FY 2020 budget, it will be necessary to budget additional funding through the amendment process. The table below summarizes various funding sources, the original budget, and a tentative proposal for how the new, full project may be budgeted.

FUND	FY 20 Available Balance	FY 20 Original Budget for 800 W	Proposed Budget for 800 W	Remaining Funds
Water	\$3,500,000	\$350,000	\$1,305,700	\$2,194,300
Storm Utility	\$100,000	\$0	\$100,000	\$0
Storm Impact	\$194,500	\$0	\$60,700	\$133,849
Capital Projects	\$2,738,502	\$300,000	\$300,000	\$2,438,502
Class C Road	\$366,848	\$250,000	\$250,000	\$116,848
Prop 1 Transp	\$232,949	\$50,000	\$50,000	\$182,949
Capital Streets	\$437,500	\$0	\$250,000	\$187,500
Streets Impact	\$323,881	\$150,000	\$250,000	\$73,881

Additional Project Items

1. Neighborhood Meeting. Pending an award, staff has tentatively scheduled a public neighborhood meeting for February 17th to discuss the scope and impact of the 800 West project with residents along the project. Letters will be sent to every property owner whose sole means of access is via 800 West plus homeowners a few houses removed from 800 West on connecting streets. We intend to discuss the scope of improvements, schedule, noise, dust, access, landscaping, and any additional questions.
2. 800 West Landscaping: The council previously discussed park strip landscaping for this project, and decided to handle these improvements separate from the project's primary contract. If the council has direction for scope (sod vs. gravel), it would be good to be able to present at the neighborhood meeting. Otherwise, this is an item that we can seek resident input from at the meeting.
3. Construction Survey. The City is responsible to provide construction survey staking for this project independent of the contractor. Most of the staking will be completed by a licensed surveyor, with the city possibly supplementing with our own GPS unit. Pending an award, staff intends to execute an hourly contract with Entellus Engineering (formerly Hill and Argyle) to provide the necessary construction survey support.

800 West Improvement Project

			Post Asphalt		Wind River Excav		Hughes GC		MC Green		Knife River		Leon Poulsen		
Item No.	Description	Est Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$65,000.00	\$65,000.00	\$140,000.00	\$140,000.00	\$200,000.00	\$200,000.00	\$95,000.00	\$95,000.00	\$304,000.00	\$304,000.00	\$367,800.00	\$367,800.00
2	Traffic Control	1	LS	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00	\$74,700.00	\$74,700.00	\$35,000.00	\$35,000.00	\$89,150.00	\$89,150.00	\$135,000.00	\$135,000.00
3	Demolish Existing Water Appurtenances	1	LS	\$50,400.00	\$50,400.00	\$7,965.00	\$7,965.00	\$58,200.00	\$58,200.00	\$50,400.00	\$50,400.00	\$9,900.00	\$9,900.00	\$56,000.00	\$56,000.00
4	Demolish Existing Asphalt Street or Driveway	21500	SY	\$12.25	\$263,375.00	\$2.10	\$45,150.00	\$12.49	\$268,535.00	\$4.70	\$101,050.00	\$3.15	\$67,725.00	\$3.50	\$75,250.00
5	Demolish Existing Concrete Curb and Gutter	2000	LF	\$4.00	\$8,000.00	\$4.75	\$9,500.00	\$5.82	\$11,640.00	\$8.48	\$16,960.00	\$4.50	\$9,000.00	\$7.25	\$14,500.00
6	Demolish Existing Concrete Sidewalk or Driveway	2800	SF	\$1.50	\$4,200.00	\$1.55	\$4,340.00	\$3.60	\$10,080.00	\$6.06	\$16,968.00	\$4.50	\$12,600.00	\$1.50	\$4,200.00
7	Demolish Existing Reinforced Structural Concrete	15	TON	\$135.00	\$2,025.00	\$75.00	\$1,125.00	\$210.00	\$3,150.00	\$166.67	\$2,500.05	\$180.00	\$2,700.00	\$115.00	\$1,725.00
8	Demolish Existing Landscap & Rd Shoulder in Street RoW	1	LS	\$10,000.00	\$10,000.00	\$27,575.00	\$27,575.00	\$9,200.00	\$9,200.00	\$21,204.56	\$21,204.56	\$321,000.00	\$321,000.00	\$85,000.00	\$85,000.00
9	Demolish Existing Storm Drain Box	12	EA	\$1,575.00	\$18,900.00	\$300.00	\$3,600.00	\$525.00	\$6,300.00	\$1,500.00	\$18,000.00	\$470.00	\$5,640.00	\$800.00	\$9,600.00
10	Demolish Existing 12", 15" and 18" Storm Drain Pipe	2150	LF	\$16.50	\$35,475.00	\$13.75	\$29,562.50	\$20.00	\$43,000.00	\$15.62	\$33,583.00	\$23.00	\$49,450.00	\$25.00	\$53,750.00
11	Construct Street Monument	7	EA	\$550.00	\$3,850.00	\$2,500.00	\$17,500.00	\$2,820.00	\$19,740.00	\$1,500.00	\$10,500.00	\$920.00	\$6,440.00	\$865.00	\$6,055.00
12	12" Dia. PVC C-900 DR 18 Water Line	4550	LF	\$51.00	\$232,050.00	\$65.00	\$295,750.00	\$76.10	\$346,255.00	\$48.11	\$218,900.50	\$93.00	\$423,150.00	\$100.00	\$455,000.00
13	8" Dia. PVC C-900 DR 18 Water Line	200	LF	\$55.00	\$11,000.00	\$68.00	\$13,600.00	\$60.16	\$12,032.00	\$52.56	\$10,512.00	\$88.00	\$17,600.00	\$126.00	\$25,200.00
14	Construct Temporary Water Line Loop	3	EA	\$10,246.00	\$30,738.00	\$6,500.00	\$19,500.00	\$5,700.00	\$17,100.00	\$5,758.11	\$17,274.33	\$5,200.00	\$15,600.00	\$9,000.00	\$27,000.00
15	Construct Temporary Water Line Cap	3	EA	\$2,032.75	\$6,098.25	\$1,750.00	\$5,250.00	\$1,303.00	\$3,909.00	\$1,935.94	\$5,807.82	\$770.00	\$2,310.00	\$1,300.00	\$3,900.00
16	12" Gate Valve	9	EA	\$3,626.00	\$32,634.00	\$2,900.00	\$26,100.00	\$4,000.00	\$36,000.00	\$3,453.52	\$31,081.68	\$3,400.00	\$30,600.00	\$3,800.00	\$34,200.00
17	10" Gate Valve	1	EA	\$3,067.00	\$3,067.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$2,921.22	\$2,921.22	\$2,850.00	\$2,850.00	\$3,200.00	\$3,200.00
18	8" Gate Valve	10	EA	\$2,074.00	\$20,740.00	\$1,750.00	\$17,500.00	\$2,740.00	\$27,400.00	\$1,975.18	\$19,751.80	\$2,000.00	\$20,000.00	\$2,400.00	\$24,000.00
19	12" Tee, Elbow or Reducer	14	EA	\$2,210.00	\$30,940.00	\$1,825.00	\$25,550.00	\$2,100.00	\$29,400.00	\$2,103.19	\$29,444.66	\$1,300.00	\$18,200.00	\$2,000.00	\$28,000.00
20	8" Elbow or Reducer	1	EA	\$870.00	\$870.00	\$475.00	\$475.00	\$815.00	\$815.00	\$828.60	\$828.60	\$685.00	\$685.00	\$800.00	\$800.00
21	2" Water Meter Service Lateral, Setter and Box	1	EA	\$4,760.00	\$4,760.00	\$7,355.00	\$7,355.00	\$7,500.00	\$7,500.00	\$4,530.60	\$4,530.60	\$5,500.00	\$5,500.00	\$7,400.00	\$7,400.00
22	Fire Hydrant	10	EA	\$5,950.00	\$59,500.00	\$5,650.00	\$56,500.00	\$5,900.00	\$59,000.00	\$5,659.04	\$56,590.40	\$5,400.00	\$54,000.00	\$9,500.00	\$95,000.00
23	Connect to Existing Water	14	EA	\$4,900.00	\$68,600.00	\$2,250.00	\$31,500.00	\$1,010.00	\$14,140.00	\$4,623.05	\$64,722.70	\$2,500.00	\$35,000.00	\$3,200.00	\$44,800.00
24	New ¾" Residential Water Service Lateral	8	EA	\$2,575.00	\$20,600.00	\$1,625.00	\$13,000.00	\$1,800.00	\$14,400.00	\$2,450.64	\$19,605.12	\$3,200.00	\$25,600.00	\$2,900.00	\$23,200.00
25	Replace Existing ¾" Residential Water Service Lateral	53	EA	\$2,790.00	\$147,870.00	\$2,050.00	\$108,650.00	\$1,800.00	\$95,400.00	\$2,651.37	\$140,522.61	\$3,100.00	\$164,300.00	\$2,850.00	\$151,050.00
26	5" Asphalt Surface and Base Materials	22200	SY	\$33.50	\$743,700.00	\$50.00	\$1,110,000.00	\$31.18	\$692,196.00	\$58.80	\$1,305,360.00	\$38.00	\$843,600.00	\$50.00	\$1,110,000.00
27	Over Excavation and Geotextile Fabric	4000	SY	\$7.50	\$30,000.00	\$27.25	\$109,000.00	\$33.08	\$132,320.00	\$26.50	\$106,000.00	\$43.00	\$172,000.00	\$50.00	\$200,000.00
28	Type A Concrete Curb and Gutter	5920	LF	\$22.00	\$130,240.00	\$29.90	\$177,008.00	\$26.50	\$156,880.00	\$23.16	\$137,107.20	\$24.00	\$142,080.00	\$28.00	\$165,760.00
29	6" Concrete Sidewalk	18500	SF	\$6.60	\$122,100.00	\$8.00	\$148,000.00	\$6.50	\$157,250.00	\$7.76	\$143,560.00	\$6.75	\$124,875.00	\$8.25	\$152,625.00
30	6" Concrete Drive Approach	5500	SF	\$7.50	\$41,250.00	\$9.35	\$51,425.00	\$9.06	\$49,830.00	\$8.41	\$46,255.00	\$7.25	\$39,875.00	\$10.25	\$56,375.00
31	6" Concrete Driveway	1500	SF	\$7.50	\$11,250.00	\$9.35	\$14,025.00	\$17.64	\$26,460.00	\$9.42	\$14,130.00	\$7.25	\$10,875.00	\$10.25	\$15,375.00
32	Gravel Driveway	100	SF	\$3.00	\$300.00	\$20.00	\$2,000.00	\$28.10	\$2,810.00	\$11.50	\$1,150.00	\$4.00	\$400.00	\$6.00	\$600.00
33	ADA Ramp	14	EA	\$1,500.00	\$21,000.00	\$1,910.00	\$26,740.00	\$3,200.00	\$44,800.00	\$1,675.38	\$23,455.32	\$2,000.00	\$28,000.00	\$2,400.00	\$33,600.00
34	15" RCP Storm Drain	1560	LF	\$46.00	\$71,760.00	\$75.65	\$118,014.00	\$63.50	\$99,060.00	\$43.49	\$67,844.40	\$85.00	\$132,600.00	\$88.00	\$137,280.00
35	18" RCP Storm Drain	380	LF	\$43.00	\$16,340.00	\$77.40	\$29,412.00	\$65.50	\$24,890.00	\$40.98	\$15,572.40	\$85.00	\$32,300.00	\$94.00	\$35,720.00
36	12" PVC Storm Drain Pipe	36	LF	\$55.00	\$1,980.00	\$92.95	\$3,346.20	\$123.00	\$4,428.00	\$52.33	\$1,883.88	\$140.00	\$5,040.00	\$92.00	\$3,312.00
37	4" Storm Drain w-Backwater Valve	1	EA	\$1,870.00	\$1,870.00	\$1,960.00	\$1,960.00	\$2,165.00	\$2,165.00	\$1,500.00	\$1,500.00	\$1,450.00	\$1,450.00	\$2,350.00	\$2,350.00
38	Cleanout, Manhole or Catch Basin Storm Drain Box	8	EA	\$3,685.00	\$29,480.00	\$2,450.00	\$19,600.00	\$2,350.00	\$18,800.00	\$3,506.97	\$28,055.76	\$3,600.00	\$28,800.00	\$4,650.00	\$37,200.00
39	Combo Storm Drain Box	7	EA	\$5,140.00	\$35,980.00	\$4,420.00	\$30,940.00	\$5,315.00	\$37,205.00	\$4,891.29	\$34,239.03	\$5,000.00	\$35,000.00	\$8,750.00	\$61,250.00
40	Reconstruct Existing Storm Drain Box	1	EA	\$2,625.00	\$2,625.00	\$3,335.00	\$3,335.00	\$6,850.00	\$6,850.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00
41	Construct Valve Box or Monument Concrete Collar	36	EA	\$360.00	\$12,960.00	\$600.00	\$21,600.00	\$538.00	\$19,368.00	\$500.00	\$18,000.00	\$375.00	\$13,500.00	\$650.00	\$23,400.00
42	Construct Manhole Concrete Collar	40	EA	\$465.00	\$18,600.00	\$675.00	\$27,000.00	\$656.00	\$26,240.00	\$600.00	\$24,000.00	\$450.00	\$18,000.00	\$1,000.00	\$40,000.00
43	Front Yard Landscape Repair	7100	SF	\$2.25	\$15,975.00	\$2.15	\$15,265.00	\$3.14	\$22,294.00	\$2.10	\$14,910.00	\$4.50	\$31,950.00	\$3.50	\$24,850.00
44	Restore Front Yard Gravel Landscaping	500	SF	\$2.25	\$1,125.00	\$3.20	\$1,600.00	\$6.90	\$3,450.00	\$2.87	\$1,435.00	\$4.50	\$2,250.00	\$2.50	\$1,250.00
45	Remove and Restore Vinyl Picket Fence at 626 N 800 W	32	LF	\$60.00	\$1,920.00	\$96.15	\$3,076.80	\$235.00	\$7,520.00	\$65.00	\$2,080.00	\$45.00	\$1,440.00	\$60.00	\$1,920.00
46	Remove/ Reconstruct 4' Chain Link Fence-1165 N 800 West	85	LF	\$17.00	\$1,445.00	\$27.50	\$2,337.50	\$57.00	\$4,845.00	\$25.00	\$2,125.00	\$22.00	\$1,870.00	\$13.00	\$1,105.00
47	Paint-Pavement Message	18	EA	\$12.00	\$216.00	\$12.80	\$230.40	\$478.00	\$8,604.00	\$43.70	\$786.60	\$12.00	\$216.00	\$11.00	\$198.00
48	Paint-12" Stop Bar and Cross Walk	5	EA	\$51.00	\$255.00	\$56.75	\$283.75	\$239.00	\$1,195.00	\$35.65	\$178.25	\$53.00	\$265.00	\$50.00	\$250.00
49	Paint-School Crossing	36	EA	\$22.00	\$792.00	\$25.60	\$921.60	\$597.00	\$21,492.00	\$35.65	\$1,283.40	\$23.00	\$828.00	\$22.00	\$792.00
50	Paint-4" Striping	180	100 LF	\$11.00	\$1,980.00	\$12.05	\$2,169.00	\$9.55	\$1,719.00	\$0.93	\$167.40	\$11.00	\$1,980.00	\$11.00	\$1,980.00
51	2" Dia. PVC Irrigation Conduit	47	EA	\$100.00	\$4,700.00	\$135.00	\$6,345.00	\$389.00	\$18,283.00	\$100.00	\$4,700.00	\$460.00	\$21,620.00	\$85.00	\$3,995.00
52	4" Topsoil over Celan Backfill	3300	SF	\$1.10	\$3,630.00	\$1.15	\$3,795.00	\$1.25	\$4,125.00	\$1.52	\$5,016.00	\$4.50	\$14,850.00	\$1.00	\$3,300.00
53	3" Asphalt Driveway Repair with Base	500	SF	\$6.50	\$3,250.00	\$2.80	\$1,400.00	\$8.00	\$4,000.00	\$7.00	\$3,500.00	\$11.50	\$5,750.00	\$15.00	\$7,500.00
	Total				\$2,482,415.25		\$2,915,376.75		\$2,971,475.00		\$3,030,454.29		\$3,406,714.00		\$3,858,617.00
					\$80,000.00										
					\$2,562,415.25										



ASPHALT PAVING & CONSTRUCTION

To: West Bountiful City Engineering	Contact: Ben White
Address: West Bountiful, UT	Phone:
	Fax:
Project Name: 800 W Improvement	Bid Number:
Project Location: West Bountiful, West Bountiful, UT	Bid Date: 1/30/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Item #27	Over Excavation & Geotextile Fabric	4,000.00	SY	\$27.50	\$110,000.00

Total Bid Price: \$110,000.00

Notes:

- Post Construction Company will not guarantee drainage on grades with 1% or less slope or on overlays
- Prior to work beginning, this estimate must be signed by the customer and returned to Post Asphalt.
- Price does not include permits or survey for quoted items
- Price to be billed based on measurements following job completion.
- Price does not include Traffic Control or Saw Cutting.
- Price does not include material testing or compaction testing.

Payment Terms:

Payment terms are net (15) days from the date of each original Invoice. If payment is not received within such thirty days, interest shall be charged on the outstanding principal amount at the rate of two percent per month (twenty-four percent annually), until paid in full. Where legal proceedings are instituted for recovery of all balance's due, Post Asphalt Paving & Construction shall be entitled to recover additional costs incurred, including reasonable attorney's fee. Post Asphalt Paving & Construction is hereby authorized to file a preliminary notice describing the aforesaid Customer Address pursuant to UTAH CODE ANN. 38-1a-501,1953 (as amended).

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****Post Construction Company****Authorized Signature:** _____**Estimator:** Jeff Post

(801) 430-1708 jeff@postasphalt.com

MEMORANDUM



TO: Mayor and City Council

DATE: January 30, 2020

FROM: Ben White

RE: Professional Services Contract- Viaduct Wellhouse Design

This memo recommends awarding a contract to CRS Engineers to prepare the design and bid documents to equip the recently developed well on 400 North. Included with this memo is the proposed contract, scope of work, and proposed fee schedule. The proposed fee is \$46,470 for the well house design and permitting. In addition, there is a budget of up to \$12,520 for assistance during the construction phase of the project, which will be used only as needed.

The wellhouse design includes: (1) the wellhouse building; (2) the mechanical, pumping and electrical equipment designs; (3) landscaping and site design; and (4) the connections to Rocky Mountain Power, storm drain, sewer, and city water lines.

The city solicited proposals from qualified persons/firms for this project. The city received one proposal, CRS Engineers, which is the same firm that prepared the well drilling design. Following internal discussions, staff concluded that all applicable procurement procedures were followed and that re-bidding the project would be unlikely to result in a better option for the city. Staff has reviewed the scope of work with CRS and concurs that the proposed fee is a fair value for the services being provided.

West Bountiful City Utah

WEST BOUNTIFUL CITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this ____ day of February, 2020, (the "Effective Date") by and between WEST BOUNTIFUL CITY, a municipal corporation, (hereinafter the "City"), and CRS Engineers, Inc. , Inc., a Utah Corporation with its principal place of business in Utah at 4246 Riverbroad Road Suite 200 Salt Lake City, UT 84123 (hereinafter the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Consultant desires to perform and assume responsibility and obligation for the provision of certain professional services, as hereinafter described, on the terms and conditions set forth herein.
- B. The City desires to engage Consultant to render such services, as hereinafter described, for 400 North Test Well ("Project") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Consultant agree as follows:

OPERATIVE PROVISIONS

SECTION I ENGAGEMENT AND SERVICES OF THE CONSULTANT

1. Engagement of Consultant. The City hereby engages the Consultant, and the Consultant promises and agrees to furnish to the City, subject to the terms and conditions set forth in this Agreement, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (the "Services"). The Services are more particularly described in EXHIBIT A attached hereto and incorporated herein by reference. The Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the Services are provided.
2. Performance of the Consultant; Standard of Care. The Consultant accepts the relationship of trust and confidence established between the City and the Consultant by the terms of this Agreement. The Consultant covenants with the City to perform all Services under this Agreement in a skillful and competent manner, consistent with the standards of skill, quality and care adhered to by recognized professionals in the same discipline in the state of Utah while performing services of a like or similar

nature under like or similar circumstances. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services, and that it shall consider all recent proven and tested methods known and successfully employed by recognized professionals in the same discipline in the state of Utah. Consultant shall also cooperate with the City and any other consultants or contractors engaged by or on behalf of the City in performance of the Project. The Consultant covenants to use diligent efforts to perform its duties and obligations under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the City and the professional standard of care set forth in this Agreement.

SECTION II RESPONSIBILITIES OF THE CONSULTANT

1. The Consultant's Responsibilities for Costs and Expenses. Except as otherwise expressly stated herein, the Consultant shall be responsible for all costs and expenses incurred relative to the Consultant, personnel of the Consultant and sub consultants of the Consultant in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.
2. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Consultant represents that it possesses the professional and technical personnel required to perform the Services. The City retains Consultant on an independent contractor basis and not as an employee of the City. Consultant retains the right to perform similar or different services for others during the term of this Agreement. The personnel performing the Services on behalf of the Consultant shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all expenses, including, without limitation, all wages, salaries, fringe benefit contributions, payroll taxes, withholding taxes, other taxes or levies and all other amounts due such personnel for the Services or due others as a result of the performance by such personnel of the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, all reports for social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
3. Cooperation/City's Project Administrator. Consultant shall work closely and cooperate fully with the City's designated Project Administrator, and any other agencies, which may have jurisdiction or interest in the Services. Consultant shall be available to City's Project Administrator and other staff and consultants working on the Project at all reasonable times. This Agreement will be administered for the City by its Project Administrator. The Project Administrator, or his/her designee, shall be the principal officer of the City for liaison with the Consultant, and shall review and give approval to the details of the Services as they are performed. The City designates the City Engineer as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to the Consultant.
4. Consultant's Project Manager. The Consultant shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services and act as the Consultant's representative

for performance of this Agreement. The Project Manager shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement, and shall be available to the City at all reasonable times. The Project Manager shall supervise and direct the Services, using diligent skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures employed by Consultant's personnel, as well as the satisfactory coordination of all portions of the Services under this Agreement. The Consultant designates MARK CHANDLER to be its Project Manager.

5. Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are identified in the Consultant's proposal.
6. Personnel; Licenses. The Consultant represents and warrants that it and all personnel engaged in performing Services are and shall be fully qualified, authorized and permitted under state and local law to perform such Services. The Consultant shall be responsible to City for any negligent acts, errors or omissions in the execution of the Services under this Agreement. The Consultant represents and warrants that it and all personnel and sub consultants engaged in performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services under this Agreement. The Consultant further represents and warrants that it, its employees and sub consultants shall keep in effect all such licenses, permits, qualifications and other approvals during the term of this Agreement. Any personnel performing Services under this Agreement who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, or any personnel who fail or refuse to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
7. Time of Performance. The Services to be performed by Consultant under and pursuant to this Agreement shall be completed in a timely manor. The expectation is that the wellhouse design will be completed during 2020, unless the Agreement is terminated earlier as provided herein. Consultant shall perform the Services expeditiously, within the term of this Agreement.
8. Report and Design Materials. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all copyrights, designs, and other intellectual property embodied in documents, data, studies, surveys, drawings, maps, models, photographs, reports, plans, specifications, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or electronic media or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Consultant in their original form under this Agreement (the "Report Materials"). Report Materials are to be provided

on-demand to the City as the Project progresses. Consultant shall require all sub consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Report Materials the sub consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Report Materials, and Consultant shall require all sub consultants to make such a representation with respect to the Report Materials prepared by them under this Agreement. Consultant makes no such representation and warranty in regard to Report Materials, which were prepared by parties other than Consultant or which were provided to Consultant by the City.

City shall not be limited in any way in its use of the Documents and Data at any time; provided, however, that any such use on projects other than the Project or in any manner not consistent with the purposes intended by this Agreement without retaining the services of the Consultant shall be at City's sole risk, and the City shall indemnify and hold Consultant harmless from damages caused by such unauthorized uses.

At the completion or termination of the Services, the Consultant shall deliver to the City all Report Materials within fifteen (15) days. The Report Materials shall be considered the property of the City upon payment of all monies due to Consultant through the date of completion or termination in accordance with the terms of this Agreement.

9. Consistency with City Policies. In advance of all critical decision points the Consultant shall discuss and review with the Project Administrator all matters relating to the Services in order to ensure that the Services proceed in a manner consistent with the goals and policies of the City.
10. Conformance to Applicable Requirements. All aspects of the provision of the Services by Consultant shall conform to all applicable city, county, state, and federal laws, rules and regulations in effect at the time the services are provided. All Services shall be subject to approval of the City. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all USHA/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with its Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any negligent failure to comply with such laws, rules or regulations.
11. Indemnification. The Consultant shall indemnify and hold harmless the City, its officials, officers, employees and agents from and against any and all causes of action, claims, demands, costs, expenses, losses, penalties, obligations and injuries or damages (in law or in equity) to persons or property, including wrongful death, to the extent arising out of or incident to any negligent acts, errors, omissions or willful misconduct of the Consultant, its officials, officers, agents, employees or sub consultants in performing the Services or acting pursuant to this Agreement, including, without limitation, the payment of reasonable attorneys' fees and related costs and expenses. The Consultant's obligation to indemnify is made with the following understandings:

- A. The Consultant will promptly pay and satisfy any judgment, award or decree that may be rendered against the Consultant, the City or their officials, officers, employees or agents in any such legal or administrative proceedings covered by the indemnification provisions of this Agreement.
 - B. Consultant shall reimburse City and its officials, officers, employees and agents for legal expenses and costs incurred by each of them in connection with any legal or administrative proceedings covered by this indemnification Section, including reasonable attorneys' fees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees or agents.
 - C. Consultant shall not be required to indemnify or hold the City harmless with respect to any causes of action, claims, demands, costs, expenses, losses, penalties, obligations, injuries or damages to the extent they are caused by the negligent acts, or willful misconduct of the City or its officials, officers, employees or agents (other than Consultant or those acting on behalf of the Consultant).
12. Insurance. Without limiting the Consultant's indemnification obligations, the Consultant shall obtain, provide and maintain during the term of this Agreement, at its own expense, a policy or policies of liability insurance of the type and amounts described below and satisfactory to the City. Consultant shall also require all of its sub consultants to obtain, provide and maintain insurance which meets the same requirements contained herein.
- A. Prior to the commencement of the Services, the Consultant shall provide evidence satisfactory to the City that it has secured the following types and amounts of insurance:
 - (1) Workers' compensation insurance covering all employees of the Consultant meeting the laws of the State of Utah;
 - (2) Commercial general liability insurance covering third party liability risks, including without limitation, contractual liability, in a minimum amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Project, or the general aggregate limit shall be twice the occurrence limit;
 - (3) Commercial auto liability and property insurance covering "any auto" with a minimum limit of \$1 million combined single limit per accident for bodily injury and property damage.
 - (4) Errors and omissions professional liability insurance appropriate to Consultant's profession. Such insurance shall be in an amount not less than \$1 million per claim. In addition, such insurance shall be maintained for a period of five (5) years following completion of the Project.
 - B. The commercial general liability and automobile policies shall contain the following

provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies: (1) the City, its officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City or its officials, officers, employees or agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

- C. The workers' compensation policy shall contain the following provision, or Consultant shall provide an endorsement on a form approved by the City to add the following provision to the insurance policy: (1) the insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- D. All policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies: (1) coverage shall not be canceled except after thirty (30) days prior notice has been given in writing to the City; provided, however, in the case of non-payment of premium, ten (10) days notice will be provided.
- E. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees and agents.
- F. Any deductibles or self-insured retentions, or any revisions thereto made during the time such insurance is required to be maintained pursuant to this Agreement, must be declared to and approved by the City. If such deductibles or self-insured retentions are not acceptable to City, Consultant shall meet with City to determine an acceptable solution, such as, but not limited to: (1) reducing or eliminating such deductibles or self-insured retentions as respects the City, its officials, officers, employees and agents; or (2) Consultant's procurement of a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- G. All Insurance is to be placed with insurers with a current A.M. Best's rating no less than B+:VIII, licensed to do business in Utah, and satisfactory to the City.
- H. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- I. The Consultant shall give to the City prompt and timely notice of any claim made or suit instituted arising out of the Consultant's operation hereunder. The Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and performance of the Services.
- J. The Consultant shall include subcontracting consultants, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each sub consultant. It is understood that additional insureds are not possible on the Consultant's errors and omissions professional liability policy. All coverage for each sub consultant shall be subject to the requirements stated herein.

13. Prohibition Against Transfers.

- A. The Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly by operation of law without the prior written consent of the City. Any attempt to do so without the prior written consent of the City shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
- B. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Consultant, if the Consultant is a corporation, or of the interest of any general partner, joint venturer, syndicate member or co-tenant of the Consultant, if the Consultant is a partnership, a joint venture, a syndicate or a co-tenancy, which shall result in changing the control of the Consultant, shall be deemed an assignment of this Agreement. For purposes of this paragraph, "control" means the ownership of fifty percent (50%) or more of the voting power of the corporation or fifty percent (50%) or more of the voting power of a partnership, joint venture, syndicate limited liability company or co-tenancy.

14. Progress. The Consultant is responsible to keep the Project Administrator and/or his or her duly authorized designee informed on a regular basis regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Services or this Agreement.

15. Confidentiality. No news releases, including photographs, public announcements or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the Services shall be made without prior written consent of the City. The information that results from the Services in this Agreement is to be kept confidential, unless the City authorizes the release of information. All Report Materials, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. Consultant shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is (i) otherwise known to Consultant; (ii) otherwise generally known, or has become known, to the public other than through Consultant; or (iii) disclosed pursuant to the requirements of a governmental authority or judicial order, shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper,

television or radio production or other similar medium without the prior written consent of City.

16. No Set Hours/Right to Contract. The Consultant's obligation hereunder is to complete the Services in accordance with this Agreement and to meet any deadlines established pursuant to this Agreement. The Consultant has no obligation to work any particular schedule, hours or days, or any particular number of hours or days. However, the Consultant shall coordinate with the City in achieving the results and meeting the goals established pursuant to this Agreement.
17. Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall provide an electronic copy of all work, data, documents, proceedings, and activities related to the Agreement upon completion or allow inspection for a period of three (3) years from the date of final payment under this Agreement.
18. Safety. Consultant shall execute and maintain its Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

SECTION III RESPONSIBILITIES OF THE CITY

1. Cooperation. The City shall cooperate with the Consultant relative to the provisions of the Services. To the extent permitted by applicable law, the City shall provide criteria and information in its possession, or reasonably obtainable by it, as requested by Consultant, and shall make that information and related data available for Consultant's use during the performance of this Agreement. The City shall render decisions required by this Agreement within the time indicated, or if not specifically stated, with reasonable promptness so as not to unduly delay the progress of Consultant's Services.

SECTION IV COMPENSATION

1. Compensation. In consideration of the performance by Consultant of the Services, the City shall pay to the Consultant compensation as specified in Exhibit A for the Project.
2. Extra Service. The Consultant shall not receive additional compensation for any extra service unless such extra service has been authorized in writing by the City prior to the commencement of the extra service. As used herein, "Extra Service" means any work, which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.
3. Payment of Compensation. The Consultant shall submit invoices to the City on a monthly basis, or on

such other basis as may be mutually agreed upon by the Parties. Each invoice will be itemized. Each invoice shall show the number of hours worked per person and the nature of the service performed. The City shall make payments to the Consultant within thirty (30) days following the date of receipt of the invoice, unless the City disputes the amount of the Compensation the Consultant claims it is owed under this Agreement. Any disputed amount shall be handled as discussed herein.

4. Reimbursements. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Such reimbursable expenses, if approved, shall include only those expenses, which are reasonably and necessarily incurred by Consultant in the interests of the Project. Reimbursable expenses will be paid only at the actual cost to the Consultant, with no mark-up for overhead or profit.
5. Withholding.
 - A. Disputed Sums. The City may withhold payment of any disputed portion of Compensation until resolution of the dispute with the Consultant. Such withholding by the City shall not be deemed to constitute a failure to pay by the City. The Consultant shall not have the right to allege a breach of this Agreement for failure to pay by the City and to discontinue its performance of the Services hereunder for a period of thirty (30) days from the date Compensation is withheld hereunder. The City's Project Administrator and the Consultant's Project Manager shall attempt to promptly resolve the dispute. The Consultant shall have an immediate right to appeal to the City Manager with respect to withheld amounts. The determination of the City Manager with respect to such matters shall be final. The Consultant shall be entitled to receive interest on any portions of the Compensation withheld, which are thereafter deemed to be properly payable to the Consultant at the rate of one percent (1%) per annum, simple interest. Nothing herein shall be construed as limiting the Parties rights to pursue all available legal remedies.

SECTION V EXPIRATION AND TERMINATION

1. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. The Consultant shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by the Consultant, if such failure continues uncured for ten (10) calendar days after the City gives the Consultant notice of the failure and the specific nature of such failure.
 - B. The Consultant shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement.
2. Termination Upon Event of Default. In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Consultant, the City shall have the right to terminate this Agreement upon written notice to the Consultant.
3. Termination Upon Convenience. In addition to any other available legal or equitable rights or remedies, the City may terminate the whole or any part of this Agreement at any time and without

cause by giving written notice to Consultant of such termination and the effective date thereof at least fourteen (14) days before the effective date of such termination.

4. Expiration. Unless extended as provided for herein, this Agreement shall naturally expire on the Completion Date.
5. Payment Upon Termination. Upon a termination of this Agreement, the City shall pay to the Consultant the part of the Compensation which would otherwise be payable to the Consultant with respect to the Services which had been adequately completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.
6. Termination by Consultant. Consultant may terminate this Agreement only upon the substantial breach by the City of a material provision of this Agreement.

VI GENERAL PROVISIONS

1. Nondiscrimination by the Consultant. The Consultant represents and agrees that the Consultant, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin or any other protected classification under federal or state law. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. City's Rights to Employ Other Consultants. The City reserves the right to employ other consultants in connection with this Project at its own expense. The consultant has no responsibility or liability for the work of Other Consultants.
3. Conflicts of Interest; Prohibited Interests.
 - A. The Consultant or its employees shall disclose financial interests that may foreseeably be materially affected by the work performed under this Agreement, and prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interests.
 - B. Failure to do so constitutes an "Event of Default" of this Agreement, and is grounds for termination of this Agreement by the City.
 - C. Consultant maintains and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no

member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

4. Subcontracting. The Consultant shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of the City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
5. Waiver. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.
6. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses, including email, as the parties may designate by written notice:

To the City: West Bountiful City
550 N 800 W
West Bountiful, Utah 84087
Attention: Ben White, City Engineer

To the Consultant:

CRS Engineers, Inc.
4246 Riverboard Road, Suite 200
Salt Lake City, UT 84123
Attention: Mark Chandler

Notice shall be deemed received as follows, depending upon the method of transmittal: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, return receipt requested, as of 72 hours after deposit in the U.S. Mail. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7. Authority to Enter Agreement. The Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.
8. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
9. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all

documents and to proceed with due diligence to complete all covenants and conditions set forth herein.

10. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Utah. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Davis County, State of Utah.
11. Days. Any term in this Agreement referencing time, days, or period for performance shall be deemed to be calendar days and not workdays.
12. Entire Agreement. This Agreement contains the entire agreement of the City and the Consultant, and supersedes any prior or written statements or agreements between the City and the Consultant. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties.
13. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on, and shall inure to, the benefit of the successors and assigns of the respective parties.
14. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
15. Captions. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
16. Construction. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party.
17. Cooperation/Further Acts. The Parties shall fully cooperate with one another in attaining the purposes of this Agreement. In connection therewith, the Parties shall take any additional further acts and steps and sign any additional documents as may be necessary, appropriate and convenient to attain the purposes of this Agreement.
18. Force Majeure Clause. The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the city, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
19. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
20. Incorporation of Recitals and Exhibits.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.

B. The "Exhibits" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.

21. References.

All references to the Consultant shall include all personnel, employees, agents and sub consultants of the Consultant.

22. Remedies against Consultant Only. In the event of Consultant's default, the City's sole remedies will be against Consultant, and not against any of Consultant's employees, officers, or directors.

WEST BOUNTIFUL CITY,
A Municipal Corporation

CONSULTANT:
CRS ENGINEERS, INC.

By: _____
Kenneth Romney
Mayor

By: _____
Title: _____

ATTEST:

Cathy Brightwell
City Recorder

West Bountiful Well House Scope of Work

TASK 1- PRELIMINARY DESIGN

Once notice to proceed is received, we will begin preliminary design and preliminary design report document. The report will define parameters for a successful project and provide the City with critical design information for review and approval to include:

- Review and evaluation of well drilling test results, geotechnical reports and site surveys;
- Site survey and preliminary site design;
- Pump and motor sizing;
- Preliminary piping and valving layout;
- Chemical storage and injection facilities;
- System hydraulics and considerations for low head valving;
- Preliminary electrical requirements to begin coordination with Rocky Mountain Power;
- Proposed building size and configuration, including architectural elevations and renderings;
- Site development and landscaping;
- Off-site utility design; and
- Identify City and state permit needs and critical path schedule for permits.

Early communication and City approval will streamline the design process.

TASK 2 - CONSTRUCTION DRAWINGS

30% Design

- Pump and motor selection, building sizing, and orientation, site layout, utility connections and internal layout
- Identify the nearest adequate power supply, begin coordination with Rocky Mountain Power, and prepare initial power requirement estimates

60% Design

- Detailed vertical layout and design, internal piping
- VFD and electrical design and controls, architectural design, details and landscaping
- Design electrical and coordinate SCADA design with City SCADA contractor
- Finalize internal layout of piping, controls, heating and cooling needs, generator connection point and preliminary plans for any noise control needed to prevent impacts to the neighborhood. Preliminary security measures will be addressed with the phase as well
- Provide the City with sample materials for review and approval
- Provide details to begin permitting process
- Identify potential cost savings measures and their impact on overall estimated project cost
- Prepare/distribute contractor qualification RFQ

90% Design

- Incorporate City comments, finalize revisions from the 60% phase and provide irrigation designs, final grading and driveway design, final chemical equipment and controls, detailed materials selection and preparation of technical specifications.
- Coordinate with the City so specifications meet or exceed City requirements.
- Submit the 90% design to the division of drinking water for final approvals and obtain a permit to equip the well.
- Select prequalified contractor pool with the goal of limiting the field to the most qualified
- Assemble package for review and advertising. CRS will review pre-qualifications and make a recommendation to the City of which contractors should be allowed to bid.

Permitting

CRS will coordinate efforts to obtain Division of Drinking Water (DDW) permits to equip the well. By engaging the DDW staff early, the review process will be shortened and simplified while accelerating the City's schedule prior to bidding. CRS will manage obtaining operating permits and submittals to the DDW after completion of construction.

TASK 3 - BIDDING ASSISTANCE

While completing building design, CRS will prepare bidding documents using City's contracts. Our in-house contracting specialists will review the final bid documents to avoid conflicts and suggest changes to contracting language if necessary, to protect the City. We will prepare final plans for bidding and compile full bid sets for advertisement. We will coordinate final dates for bidding with City staff and provide a final package in both hard copy and electronic format for distribution to bidders.

During the bidding process CRS will respond to contractor questions, conduct the pre-bid meeting, and issue addenda necessary for bidding. We will assist with completing the contracting phase of work and assemble final contract. We will review bids and provide the City a recommendation for awarding the contract. We will assist with completing the contracting phase of work and assemble final contract copies for execution by the contractor and the City.

TASK 4 - CONSTRUCTION ASSISTANCE

We will review documents from the contractor (such as RFI's, material submittals, change order, and pay requests) and provide responses and recommendations to the City.

This Task will be completed on an hourly rate basis, as directed by the City.

Design Fee and Hourly Rate Schedule

Estimated Design Fee and Hourly Rate Schedule
West Bountiful City Viaduct Well House

CRS ENGINEERS													
	Daren Anderson Principal In Charge	Paul Hirst QA/QC	Mark Chandler Sr. Project Manager	Craig Nebeker Structural Project Engineer	Joshua Prettyman Project Engineer	Staff Engineer	Craig Kofford CM	2- Man Survey Crew	John Behr PLS	Clerical Assistance	ODCs	Total Hours per Task	Total Dollars
Hourly Billing Rate	\$185	\$185	\$160	\$125	\$115	\$90	\$100	\$130	\$120	\$65			
West Bountiful Viaduct Well House													
Task 1- Preliminary Design													
Site Survey and Existing Conditions			2		2	4		8	2		\$10	18	\$2,199.60
Prepare Preliminary Design Report			4		16					2	\$0	22	\$2,610.00
Preliminary Design	2		2		8	24					\$1,200	36	\$4,970.00
Task 1- Preliminary Design Subtotal Hours and Costs													\$9,779.60
Task 2- Construction Drawings													
Permit to Equip the Well					2						\$0	2	\$230.00
Temporary and Permanent Operating Permits					2						\$0	2	\$230.00
Pump Design and Hydraulic Analysis					4						\$0	4	\$460.00
30% Well House Design			2		4	16					\$0	22	\$2,220.00
30% Site Plan and Utility Design			2			8					\$0	10	\$1,040.00
60% Well House Design			2		12	32					\$0	46	\$4,580.00
60% Site Plan and Utility Design			2	8		8					\$0	18	\$2,040.00
90% Well House Design			2		12	32					\$0	46	\$4,580.00
90% Site Plan and Utility Design			2	8		16					\$0	26	\$2,760.00
Final Design		2	4		8	16					\$12,500	30	\$15,500.00
Task 2- Construction Drawings Subtotal Hours and Costs													\$33,640.00
Task 3- Bidding Assistance													
Prepare Bidding Documents	2		2		16					8	\$0	28	\$3,050.00
Task 3- Bidding Assistance Subtotal Hours and Costs													\$3,050.00
Task 4- Construction Assistance													
Bidding Assistance			2		4						\$0	6	\$780.00
Contract Administration			2		8	20					\$0	30	\$3,040.00
Construction Observation							80	4			\$180	84	\$8,700.00
Task 4- Construction Assistance Services Subtotal Hours and Costs													\$12,520.00
Total Hours per Person	4	2	30	16	98	176	80	12	2	10	\$ 13,889.60	430	\$58,990
Total Project Costs	\$740	\$370	\$4,800	\$2,000	\$11,270	\$15,840	\$8,000	\$1,560	\$240	\$650			
	0.05	0.75	0.4	2.45	4.4	2	0.3	0.05	0.25				

This proposed fee includes all aspects of the project that we understand will be required, including sewer lining and storm drain design. If any aspect of the scope changes, we will work with the city to adjust the fee accordingly.

MEMORANDUM



TO: Mayor and City Council

DATE: January 30, 2020

FROM: Ben White

RE: Highgate Estates – Bond Proceeds Reserve Agreement

The developers of the Highgate Estates Subdivision have nearly completed the required public improvements. A temporary turnaround at the south dead-end of 1450 West is the single largest item to complete prior to the City's acceptance of the improvements which would allow the warranty period to commence.

The construction on the south end of 1450 West was completed last fall without the required turnaround. The developers chose to omit the turnaround because they understood that the adjoining property was being developed. Jack Williams did receive final plat approval from the City Council in December 2019 for the Tailgate Subdivision. The present challenge is that no bond has been received, nor has construction commenced for the road extension for the Tailgate subdivision. At present or until the Tailgate subdivision is constructed, 1450 West is a dead-end street without the facilities for vehicles to make a U turn.

The request is to allow the balance of the Highgate improvements to be accepted by the City and allow the Warranty period to begin. The proposed agreement requires that monies be held in escrow for a turn around to be constructed if the Tailgate development fails to come to fruition. A second requirement in the agreement is that no building permits will be issued for the commercial lot located at the dead-end of 1450 West until a turnaround is constructed.

If this agreement is approved by City Council, the execution of the agreement will be delayed until Public Works staff can complete a final inspection and verify that all other required improvements have been satisfactorily completed.

BOND PROCEEDS RESERVE AGREEMENT

Highgate Estates Subdivision

This BOND PROCEEDS RESERVE AGREEMENT is entered into effective _____, 2020 (the “**Effective Date**”), by and between **BLACKGATE INVESTMENTS, LLC**, a Utah limited liability company (“**Developer**”), and **WEST BOUNTIFUL CITY**, a Utah municipal corporation (the “**City**”).

RECITALS

A. The parties entered into a Bond Agreement with Utah First Federal Credit Union (“**Escrow Agent**”) dated August 8, 2018 (the “**Bond Agreement**”). The Bond Agreement was intended to provide security for the satisfactory completion of all Improvements required in the Highgate Estates Subdivision (the “**Subdivision**”).

B. Developer has completed nearly all of the Improvements, and is awaiting City Acceptance of the Improvements so that the Warranty Period may begin. However, Developer has not completed the temporary vehicular traffic turn-around required at the south end of 1450 West Street (the “**Turn-around**”). The City estimates the cost of completing the Turn-around at \$20,000.00.

C. Developer is willing to authorize the transfer to the City of \$20,000.00 in proceeds under the Bond Agreement to hold in reserve pending completion of the Turn-around or satisfactory replacement security for completion of a vehicular traffic turn-around on adjacent property to the south of the Subdivision (the “**Tailgate Turn-around**”). In return, the City is willing to issue City Acceptance of the Improvements subject to the terms of this Agreement before the Turn-around is completed.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TRANSFER FROM ESCROW ACCOUNT. Upon execution of this Agreement, the parties will provide joint written instructions to the Escrow Agent to transfer from the Escrow Account to the City TWENTY THOUSAND AND NO/100 DOLLARS (**\$20,000.00**) in Proceeds (the “**Reserve Proceeds**”). The City will hold the Reserve Proceeds in a separate account pending disbursement according to the terms of this Agreement.

2. COMMENCEMENT OF WARRANTY PERIOD. Upon execution of this Agreement, the City will issue City Acceptance of the Improvements and the Warranty Period for all Subdivision Improvements, except the Turn-around, will commence.

3. DISBURSEMENT OF RESERVE PROCEEDS. The City will disburse the Reserve Proceeds to Developer within 30 days after the first to occur of the following:

- a. City Acceptance of the Turn-around completed by Developer;
- b. City Acceptance of the Tailgate Turn-around; or
- c. Execution of a bond agreement providing the City adequate security for completion of the Tailgate Turn-around (the “**Tailgate Bond**”).

4. WARRANTY OF IMPROVEMENTS. Notwithstanding anything in this Agreement to the contrary, in the event the Developer completes the Turn-around, Developer will be responsible to warrant the Turn-around Improvements during the Warranty Period for the Turn-around without charge or cost to the City. The City may retain ten percent (10%) of the Reserve Proceeds under this Agreement pending

completion of the Warranty Period. The terms of the cash bond agreement between Developer and the City dated August 8, 2018 (the “**Warranty Bond Agreement**”) will apply to such retainage.

5. BUILDING PERMITS. The City will not issue a building permit for any portion of Lot A, as designated on the Subdivision plat, until City Acceptance of the Turn-around or Tailgate Turn-around. Developer, at its sole expense, will repair and restore any landscaping affected by the construction or removal of the Turn-around.

6. MISCELLANEOUS PROVISIONS.

a. Covenants Run with the Land. Developer will not assign any rights or delegate any obligations under this Agreement without the City’s prior written consent. The covenants contained in this Agreement will be construed as covenants with respect to real property and will run with the land; accordingly, the City may record a memorandum of this Agreement. The covenants contained in this Agreement will be binding upon Developer’s agents, legal representatives, successors in interest, and assigns. Upon Developer’s written request, upon disbursement of the Reserve Proceeds or at the end of the Warranty Period for the Turn-around, whichever occurs last, the City will execute and deliver such documents as shall be required to release any recording of this Agreement as an encumbrance against the Subdivision.

b. Severability. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions.

c. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement and understanding of the parties with respect to its specific subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. Notwithstanding the foregoing, all provisions of the Bond Agreement, Warranty Bond Agreement, and Public Improvement Agreement between the parties dated December 10, 2019, will remain in effect except to the extent specifically modified by this Agreement. Capitalized terms that are not otherwise defined in this Agreement have the meanings ascribed to them in the Bond Agreement. No modification of this Agreement will be valid or binding unless made in writing and signed by both parties. Any waiver of any provision of this Agreement must be in writing and must be signed by the party waiving the provision.

d. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including lot purchasers, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary. The City will not be liable to any claimant, in any way, for any obligation of Developer under this Agreement or otherwise.

e. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

f. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

g. No Partnership. The transactions contemplated under this Agreement do not constitute a partnership, joint venture or other association between the parties.

h. Warranty of Authority. The persons signing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties and that the respective parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BLACKGATE INVESTMENTS, LLC

_____, *Manager*

WEST BOUNTIFUL CITY

Kenneth Romney, *Mayor*

ATTEST:

Cathy Brightwell, *City Recorder*

MEMORANDUM



TO: Mayor and City Council

DATE: January 30, 2020

FROM: Ben White

RE: Miscellaneous Concrete Projects

The City has contemplated several small concrete related projects for this coming construction season. To achieve the best value, staff would like to combine as many of these separate projects as possible into one contract.

A. Trail Access via the recently purchased Eastman's property.

1. Attached is one schematic design which includes a six-foot-wide concrete trail from 600 West to the existing five-foot trail along the DSB Canal near the north easement boundary.
2. This trail could alternatively hug the canal rather than the residential properties to the north.
3. Another option is a wider asphalt trail like currently exists west of 800 West.
4. Finally, is there any interest in delaying construction and seeking grant opportunities to pay for at least parts of construction?

B. 700 West 2300 North Drainage. City Council requested staff investigate options to improve drainage in this area.

1. This option includes replacing all the gutter on the east side of 700 West and the valley gutter on 2300 North. An asphalt patch at least four-wide would also be needed against the gutter. The cost would be around \$15,000.
2. This option would be to replace the current valley gutter crossing 700 W which also would require some asphalt patching. The cost would be around \$20,000
3. This option would replace less concrete but would require the installation of a storm drain box on the southeast corner of 700 West 2300 North. A pump would be installed in the box with a small pressure pipe being installed under 700 West and discharging into the gutter on the west side of 700 West. This option would require an electrical connection and more on-going maintenance. The cost would be around \$12,000.

Each of these options by themselves would improve drainage. The installation of options 1 and 2 both would achieve the best results.

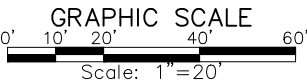
C. 550 W 1000 North. The City has contemplated installing curb and sidewalk on the north side of 1000 North around this sharp corner. Staff recommends that 2020 not be the year we pursue this construction. Traffic volumes are expected to increase in this area due to detours from the 800 West construction.

D. Cottages at Havenwood. The City expects to advertise for a contractor to repair the damaged concrete in this project. This will be kept separate from other city projects. The preparation of these bid documents is underway.



KEY NOTES: #

1. 6" THICK CONCRETE PER APWA PLAN 231
2. MATCH EXISTING SIDEWALK OR TRAIL ELEVATION
3. NEW 4' CHAIN LINK FENCE
4. NEW 6' WIDE GATE
5. NEW DOUBLE 7' WIDE GATE (14' OPENING)



NO.	DATE	REVISIONS

DRAWN BY:	BSW
FILE NAME:	C-01
DATE:	1-22-20

WEST BOUNTIFUL CITY
550 North 800 West
West Bountiful, UT 84087
Office: 801.292.4486 Fax: 801.292.6355
www.wbcity.org



600 W DSB TRAIL CONNECTION
620 WEST 1950 NORTH

SITE PLAN

PROJECT NO:	19-023
SHEET NO.	C-01
SCALE:	1:20
	1 OF 1

MEMORANDUM



TO: Mayor & Council

DATE: January 30, 2020

FROM: Duane Huffman

RE: **Proposed Budget 1st Amendments for Fiscal Year 2019-2020**

There are several items to consider for amendments to the current year's budget as explained in the table below. If the council tentatively accepts these changes, a public hearing will be scheduled to consider final approval. Attached with this memo is the budget in complete form.

Fund	Account	Amount	Explanation
General Fund	10-50-613 – City Celebrations	\$4,100	\$1,500 for an increase in the fireworks. \$2,500 for holiday lights that was mistakenly omitted from original budget.
General Fund	10-70-740 – Parks Capital Equipment	\$38,200	Vehicle budgeted for previous year was not acquired until July.
Street Impact Fees	21-40-810 – Sidewalk Improvements	\$120,700	1100 W Sidewalk Connection.
Streets Capital Fund	34-40-930	\$464,300	Jessi's Meadows Road Project from prior year's budget.
Water Fund	51-40-611 – Culinary Water Purchases	\$6,800	Culinary water overage from Weber Basin.
Pages Lane Capital Project	75-70-770 – Streets Improvement	\$211,000	Finishing project from prior year's budget
800 W Project	Fund 76		See project memo

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17 Actual	17/18 Actual	18/19 Actual		19/20 Original	19/20 1st Amend	Notes
GENERAL FUND - REVENUES								
TAXES								
10-31-110	CURRENT YEAR PROPERTY TAXES	1,402,954	1,707,755	1,672,623		1,320,800	1,320,800	
10-31-111	PRIOR YEAR - DELINQUENT COLLEC	24,914	247,105	102,623		15,000	15,000	
10-31-112	VEHICLE FEES	45,481	41,269	42,084		45,000	45,000	
10-31-130	SALES AND USE TAXES	2,058,619	2,048,865	2,018,064		2,044,800	2,044,800	
10-31-142	MUNICIPAL ENERGY SALES TAX	233,650	224,272	239,504		322,000	322,000	
10-31-144	FRANCHISE FEES - CABLE	91,608	96,430	77,689		36,000	36,000	
10-31-146	MUNICIPAL TELECOM SALES TAX	102,086	89,515	83,153		54,000	54,000	
10-31-150	ROOM TAX	23,616	20,971	19,974		20,000	20,000	
10-31-155	HWY/TRANSPORTATION TAX	146,075	150,836	147,239		151,000	151,000	
TOTAL TAXES		4,129,003	4,627,019	4,402,953		4,008,600	4,008,600	
LICENSES & PERMITS								
10-32-210	BUILDING PERMITS	47,601	92,868	121,247		50,000	50,000	
10-32-211	PLAN CHECK FEES	24,495	47,178	64,077		20,000	20,000	
10-32-212	ELECTRICAL FEES	621	360	450		500	500	
10-32-216	MECHANICAL FEES	225	360	225		200	200	
10-32-220	BUSINESS LICENSE	23,676	21,187	20,194		20,000	20,000	
10-32-295	OTHER PERMITS - EXCAVATION	66,235	62,850	2,050		3,000	3,000	
TOTAL LICENSES & PERMITS		162,853	224,803	208,243		93,700	93,700	
INTERGOVERNMENTAL								
10-33-310	CLASS 'C' ROAD FUNDS	237,907	220,708	236,830		230,000	230,000	
10-33-320	GRANTS - STATE	18,906	67,412	36,051		2,800	2,800	
10-33-340	GRANTS - FEDERAL	0	420	800		0	0	
10-33-345	GRANTS - COUNTY / OTHER	30,000	0	0		0	0	
10-33-380	STATE LIQUOR FUND ALLOTMENT	9,215	6,649	7,426		7,000	7,000	
TOTAL INTERGOVERNMENTAL		296,028	295,189	281,107		239,800	239,800	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17 Actual	17/18 Actual	18/19 Actual		19/20 Original	19/20 1st Amend	Notes
CHARGES FOR SERVICES								
10-34-420	LAND USE AND SUBDIVISION FEES	364,896	73,164	98,627		20,000	20,000	
10-34-440	PARK RESERVATION FEES	7,525	7,035	7,885		7,000	7,000	
10-34-460	SALE-COPIES, MAPS & OTHER	0	20	1		0	0	
10-34-465	POLICE REPORTS & OTHER REIMBRS	3,187	3,850	3,512		3,000	3,000	
TOTAL CHARGES FOR SERVICES		375,608	84,070	110,024		30,000	30,000	
FINES & FORFEITURES								
10-35-510	FINES & FORFEITURES	53,794	61,197	76,498		55,000	55,000	
TOTAL FINES & FORFEITURES		53,794	61,197	76,498		55,000	55,000	
MISCELLANEOUS								
10-36-600	INTEREST EARNED - GENERAL	11,886	44,520	96,914		50,000	50,000	
10-36-611	INTEREST EARNED - OTHER/TRUST	13,677	0	0		0	0	
10-36-630	YOUTH COUNCIL FUNDRAISER	0	20	0		0	0	
10-36-640	SALE OF FIXED ASSETS	13,643	74,550	139,223		108,500	108,500	
10-36-650	FACILITY/LAND RENTAL	50	17,200	22,644		21,600	21,600	
10-36-685	ADVERTISING REVENUES	0	0	0		0	0	
10-36-690	MISC. REVENUE	27,981	20,378	11,443		10,000	10,000	
TOTAL MISCELLANEOUS		67,237	156,669	270,223		190,100	190,100	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17	17/18	18/19		19/20	19/20	Notes
		Actual	Actual	Actual		Original	1st Amend	
CONTRIBUTIONS & TRANSFERS								
10-38-810	JULY 4TH DONATIONS/FEES	6,000	6,000	12,000		6,000	6,000	
10-38-860	CONTRIBUTIONS - PRIVATE	0	157,380	0		0	0	
10-38-870	TXFR'S FROM RAP TAX FUND	4,500	4,500	4,500		4,500	4,500	
10-38-894	TXFR'S FROM CAP PROJECTS	0	0	0		0	0	
10-38-895	TXFR'S FROM STREET IMPACT FEES	0	5,000	0		0	0	
10-38-896	TXFR'S FROM CAPITAL STREETS	0	0	0		0	0	
10-38-897	TXFR'S FROM POLICE IMPACT FEES	3,020	0	7,500		3,000	3,000	
10-38-898	TRANSFERS FROM PARK IMPACT FEE	0	0	0		0	0	
10-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0			151,000	193,300	Fund Balance Used
10-38-901	CONTRIBUTIONS - BOND PROCEEDS	0	0	0		0	0	
TOTAL CONTRIBUTIONS & TRANSFERS		13,520	172,880	24,000		164,500	206,800	
GENERAL FUND - I	TOTAL REVENUES	5,098,043	5,621,827	5,373,048		4,781,700	4,824,000	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17 Actual	17/18 Actual	18/19 Actual		19/20 Original	19/20 1st Amend	Notes
GENERAL FUND - EXPENDITURES								
LEGISLATIVE								
10-41-110	SALARIES & WAGES	40,145	39,120	46,500		49,200	49,200	
10-41-115	SALARIES & WAGES - CC MTGS	0	0	4,600		5,700	5,700	
10-41-131	GROUP HEALTH INSURANCE		0	0		500	500	
10-41-132	WORKERS COMP INSURANCE	41	47	35		600	600	
10-41-133	FICA TAXES	3,201	3,131	4,047		4,200	4,200	
10-41-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	0	0	0		200	200	
10-41-230	TRAVEL	1,700	2,393	2,600		2,300	2,300	
10-41-330	SEMINARS & CONVENTIONS	2,927	1,568	1,100		3,000	3,000	
10-41-610	MISCELLANEOUS SUPPLIES	1,697	1,722	871		2,500	2,500	
TOTAL LEGISLATIVE		49,711	47,980	59,753		68,200	68,200	
COURT								
10-42-311	LEGAL FEES	31,800	31,150	30,108		31,800	31,800	
10-42-621	WITNESS FEES	285	63	0		500	500	
TOTAL COURT		32,086	31,213	30,108		32,300	32,300	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17	17/18	18/19		19/20	19/20	Notes
		Actual	Actual	Actual		Original	1st Amend	
ADMINISTRATIVE								
10-43-110	SALARIES & WAGES	137,938	145,129	161,970		169,700	169,700	
10-43-114	SALARIES & WAGES - TEMP/P-TIME	13,413	12,650	13,106		13,000	13,000	
10-43-125	LONG TERM DISABILITY	813	820	792		1,000	1,000	
10-43-130	RETIREMENT	25,707	27,251	30,188		29,800	29,800	
10-43-131	GROUP HEALTH INSURANCE	29,549	28,785	28,849		31,300	31,300	
10-43-132	WORKERS COMP INSURANCE	1,442	1,284	1,020		1,300	1,300	
10-43-133	FICA TAXES	10,752	11,681	13,076		14,200	14,200	
10-43-134	ALLOWANCES - VEHICLE	2,400	2,400	2,400		2,400	2,400	
10-43-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	5,443	4,818	6,234		5,200	5,200	
10-43-240	OFFICE SUPPLIES & EXPENSE	3,936	3,496	4,898		5,000	5,000	
10-43-241	POSTAGE	1,248	1,546	1,976		2,000	2,000	
10-43-250	EQUIPMENT SUPPLIES & MAINT	2,755	3,585	2,361		6,000	6,000	
10-43-311	CONSULTING SVCS - COMPUTER	9,456	9,616	9,456		12,500	12,500	
10-43-312	CONSULTING SVCS - GENERAL	0	7,200	0		0	0	
10-43-330	EDUCATION AND TRAINING	3,379	5,004	5,444		5,300	5,300	
10-43-440	BANK CHARGES	13,244	14,199	12,351		12,000	12,000	
10-43-610	MISCELLANEOUS SUPPLIES	0	0	0		0	0	
10-43-620	MISCELLANEOUS SERVICES	10,996	4,598	2,904		2,200	2,200	
10-43-621	ADVERTISING	2,417	2,225	1,795		3,000	3,000	
10-43-740	CAPITAL OUTLAY - EQUIPMENT	13,858	0	1,830		0	0	
TOTAL ADMINISTRATIVE		288,746	286,285	300,652		315,900	315,900	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17	17/18	18/19		19/20	19/20	Notes
		Actual	Actual	Actual		Original	1st Amend	
ENGINEERING								
10-46-110	SALARIES & WAGES	48,325	49,321	50,840		52,600	52,600	
10-46-125	LONG TERM DISABILITY	285	278	250		300	300	
10-46-130	RETIREMENT	8,779	8,960	9,236		9,600	9,600	
10-46-131	GROUP HEALTH INSURANCE	10,142	9,083	9,336		9,900	9,900	
10-46-132	WORKERS COMP INSURANCE	822	659	504		600	600	
10-46-133	FICA TAXES	3,841	3,916	4,031		4,200	4,200	
10-46-134	ALLOWANCES - VEHICLE	2,400	2,400	2,400		2,400	2,400	
10-46-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	15	0	495		200	200	
10-46-330	SEMINARS AND CONVENTIONS	847	637	1,572		1,000	1,000	
10-46-610	MISCELLANEOUS SUPPLIES	2,291	1,648	1,032		1,000	1,000	
10-46-620	MISCELLANEOUS SERVICES	9,351	2,652	947		4,700	4,700	
10-46-740	CAPITAL OUTLAY - EQUIPMENT	195	0	0		5,000	5,000	
TOTAL ENGINEERING		87,293	79,554	80,643		91,500	91,500	

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		16/17	17/18	18/19		19/20	19/20	Notes
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NON-DEPARTMENTAL								
10-50-130	RETIREMENT	554	0	0		0	0	
10-50-132	WORKERS COMP INSURANCE	32	0	0		0	0	
10-50-133	FICA TAXES	224	0	0		0	0	
10-50-282	TELEPHONE-CELL	4,573	5,341	5,374		5,000	5,000	
10-50-309	NETWORK SERVICES	19,399	20,027	18,071		25,900	25,900	
10-50-310	AUDITING FEES	10,000	9,400	9,400		9,400	9,400	
10-50-311	ATTORNEY FEES	112,214	44,358	35,352		47,000	47,000	
10-50-312	AUTOMOBILE INSURANCE	7,197	4,527	4,577		5,000	5,000	
10-50-313	BUILDING INSPECTIONS	32,089	29,586	37,288		25,000	25,000	
10-50-509	PROPERTY INSURANCE	9,031	11,059	10,087		11,000	11,000	
10-50-510	LIABILITY INSURANCE	29,134	20,931	25,162		26,000	26,000	
10-50-511	INSURANCE BONDING	2,604	1,807	2,095		2,500	2,500	
10-50-608	EMERGENCY PREPAREDNESS CMTTE	3,558	2,201	1,975		3,500	3,500	
10-50-610	EMERGENCY SUPPLIES	0	125	825		2,000	2,000	
10-50-611	ELECTION EXPENSES	10	2,985	0		14,000	14,000	
10-50-612	WEST BOUNTIFUL ARTS COUNCIL	4,113	4,121	3,765		7,400	7,400	
10-50-613	CITY CELEBRATIONS	0	0	0		22,000	26,100	Holiday lights/fireworks
10-50-614	CITY NEWSLETTER EXPENSES	5,696	5,921	5,825		6,000	6,000	
10-50-616	YOUTH COUNCIL EXPENSES	4,508	7,348	4,421		7,500	7,500	
10-50-618	HISTORICAL COMM PROJECTS	644	250	200		1,000	1,000	
10-50-619	COMMUNITY ACTION PROGRAMS	0	0	0		0	0	
10-50-620	ANIMAL CONTROL	14,838	12,067	14,610		16,500	16,500	
10-50-622	DAVIS ART CENTER DONATION	500	500	500		500	500	
10-50-623	TAX REFUND	0	78,307	73,752		0	0	
10-50-631	EMPLOYEE INCENTIVE	1,202	1,231	917		1,000	1,000	
10-50-740	CAPITAL OUTLAY - EQUIPMENT	0	6,670	0		10,000	10,000	
10-50-741	CAPITAL OUTLAY - SOFTWARE	0	5,825	0		1,700	1,700	
TOTAL NON-DEPARTMENTAL		262,120	274,589	254,195		249,900	254,000	

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GENERAL GOVERNMENT BUILDINGS								
10-51-260	BLDGS & GROUNDS - SUPPLIES/MNT	46,582	34,968	32,248		29,500	29,500	
10-51-261	PAINT & REPAIRS	300	30,004	0		5,000	5,000	
10-51-270	UTILITIES	22,904	24,416	25,537		24,000	24,000	
10-51-280	TELEPHONE / INTERNET	7,507	7,202	5,807		7,300	7,300	
10-51-620	MISCELLANEOUS SERVICES	1,080	1,593	914		2,200	2,200	
10-51-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	0		38,000	38,000	
TOTAL GENERAL GOVERNMENT BUILDINGS		78,373	98,183	64,506		106,000	106,000	
PLANNING & ZONING								
10-53-110	SALARIES & WAGES	24,161	24,567	25,269		26,300	26,300	
10-53-125	LONG TERM DISABILITY	131	128	115		100	100	
10-53-130	RETIREMENT	3,654	3,730	3,853		4,000	4,000	
10-53-131	GROUP HEALTH INSURANCE	3,962	3,531	3,475		4,000	4,000	
10-53-132	WORKERS COMP INSURANCE	29	44	19		100	100	
10-53-133	FICA TAXES	1,779	1,826	1,933		2,000	2,000	
10-53-311	PROFESSIONAL PLANNERS	3,800	4,000	3,000		0	0	
10-53-330	EDUCATION & TRAINING	10	10	0		200	200	
10-53-610	MISCELLANEOUS EXPENSES	606	52	200		1,000	1,000	
10-53-620	COMMISSION FEES	5,836	5,254	5,306		5,800	5,800	
TOTAL PLANNING & ZONING		43,968	43,142	43,170		43,500	43,500	

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POLICE								
10-54-110	SALARIES & WAGES	479,495	531,518	588,382		628,600	628,600	
10-54-111	OVERTIME SALARIES & WAGES	24,318	25,636	26,421		23,000	23,000	
10-54-112	ALCOHOL ENFORCEMENT OVERTIME	11,156	13,987	15,300		1,000	1,000	
10-54-115	SALARIES & WAGES - CROSS GUARD	9,896	9,904	16,050		16,200	16,200	
10-54-116	LIQUOR ENFORCEMENT SHIFTS	604	116	463		10,000	10,000	
10-54-125	LONG TERM DISABILITY	3,021	3,312	3,064		3,900	3,900	
10-54-130	RETIREMENT	150,126	153,775	159,812		174,200	174,200	
10-54-131	GROUP HEALTH INSURANCE	109,247	120,125	112,816		135,900	135,900	
10-54-132	WORKERS COMP INSURANCE	8,345	7,155	6,022		7,400	7,400	
10-54-133	FICA TAXES	38,504	44,293	47,973		51,900	51,900	
10-54-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	679	632	715		700	700	
10-54-240	OFFICE SUPPLIES & EXPENSE	2,593	1,925	3,753		2,600	2,600	
10-54-241	PRINTING	880	265	710		900	900	
10-54-250	VEHICLE SUPPLIES & MAINT	17,834	17,639	16,579		19,800	19,800	
10-54-253	POLICE VEHICLE LEASE/PURCHASE	44,279	65,906	51,064		30,000	30,000	
10-54-255	FUEL	18,066	21,462	24,725		28,800	28,800	
10-54-282	TELEPHONE - CELLULAR	10,494	10,876	10,280		10,900	10,900	
10-54-310	NARCOTICS ENFORCEMENT	4,729	4,729	4,729		4,700	4,700	
10-54-311	PROFESSIONAL SERVICES	17,951	23,354	33,995		36,000	36,000	
10-54-320	UCAN RADIO NETWORK FEES	6,897	0	0		0	0	
10-54-321	DISPATCH FEES	21,852	22,639	22,639		23,300	23,300	
10-54-330	EDUCATION AND TRAINING	5,808	8,398	12,522		17,500	17,500	
10-54-340	LIQUOR DISTRIBUTION GRANT EXP	23,824	3,095	0		0	0	
10-54-450	SPECIAL DEPARTMENT SUPPLIES	3,581	9,014	19,166		4,800	4,800	
10-54-455	ALLOWANCES-UNIFORM	14,556	11,947	13,256		15,400	15,400	
10-54-460	FIREARMS & FIREARM TRAINING	10,373	3,670	8,041		16,400	16,400	
10-54-610	MISCELLANEOUS SUPPLIES	0	9,986	148		0	0	
10-54-625	FEDERAL / STATE GRANT EXPENSES	9,553	0	0		0	0	
10-54-635	COMMUNITY POLICING	1,724	2,357	5,591		7,800	7,800	

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10-54-740	CAPITAL OUTLAY - EQUIPMENT	102,775	34,704	77,635		155,500	155,500	
10-54-741	CAPITAL OUTLAY - COMPUTERS	0	0	9,110		22,000	22,000	
	TOTAL POLICE	<u>1,154,015</u>	<u>1,162,421</u>	<u>1,290,964</u>		<u>1,449,200</u>	<u>1,449,200</u>	
FIRE								
10-55-621	FIRE FIGHTING SERVICES	580,364	577,378	629,519		608,700	608,700	
	TOTAL FIRE	<u>580,364</u>	<u>577,378</u>	<u>629,519</u>		<u>608,700</u>	<u>608,700</u>	

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STREETS								
10-60-110	SALARIES & WAGES	78,291	84,899	90,528		94,100	94,100	
10-60-111	OVERTIME SALARIES & WAGES	1,465	930	1,408		4,000	4,000	
10-60-114	SALARIES & WAGES - TEMP/P-TIME	0	0	0		0	0	
10-60-125	LONG TERM DISABILITY	467	483	449		600	600	
10-60-130	RETIREMENT	13,843	14,947	15,982		16,800	16,800	
10-60-131	GROUP HEALTH INSURANCE	21,609	22,353	25,712		26,300	26,300	
10-60-132	WORKERS COMP INSURANCE	1,687	1,624	1,163		1,400	1,400	
10-60-133	FICA TAXES	5,887	6,300	6,794		7,500	7,500	
10-60-250	VEHICLE SUPPLIES & MAINTENANCE	6,214	5,726	8,728		8,000	8,000	
10-60-252	EQUIPMENT MAINTENANCE & REPRS	400	1,437	2,040		3,500	3,500	
10-60-254	CONTRACT MECHANIC	0	0	0		0	0	
10-60-255	FUEL	6,723	5,297	5,991		7,600	7,600	
10-60-270	STREET LIGHTS	49,430	43,076	42,952		48,000	48,000	
10-60-330	EDUCATION AND TRAINING	1,416	250	475		1,000	1,000	
10-60-410	SPECIAL DEPARTMENT SUPPLIES	1,675	1,945	1,872		3,000	3,000	
10-60-412	STREET SIGNS & POSTS	4,483	3,586	15,841		4,000	4,000	
10-60-414	STREET SWEEPING	600	4,950	2,700		10,000	10,000	
10-60-455	UNIFORM	977	661	1,012		1,000	1,000	
10-60-620	SNOW REMOVAL	20,416	16,542	21,437		20,000	20,000	
10-60-630	TREE REMOVAL	212	71	164		1,000	1,000	
10-60-720	CAPITAL OUTLAY - GRANTS	0	0	0		0	0	
10-60-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	0		0	0	
10-60-740	CAPITAL OUTLAY - EQUIPMENT	149,325	142,892	94,263		141,000	141,000	
TOTAL STREETS		365,120	357,969	339,514		398,800	398,800	

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CLASS C STREETS								
10-61-270	CLASS C STREET LIGHTS	0	0	0		0	0	
10-61-410	ROAD REPAIRS	10,521	31,224	21,901		50,000	50,000	
10-61-413	STREET STRIPING	3,465	14,431	23,727		28,000	28,000	
10-61-625	SIDEWALK REPLACEMENT	18,768	11,366	11,740		15,000	15,000	
10-61-730	OVERLAY CITY STREETS	0	0	0		0	0	
10-61-731	CRACK SEALANT	39,825	14,885	20,000		20,000	20,000	
10-61-735	SLURRY SEAL	173,481	0	95,039		0	0	
10-61-740	CAPITAL OUTLAY	0	72,713	0		250,000	250,000	
TOTAL CLASS C STREETS		246,060	144,618	172,408		363,000	363,000	
HWY/TRANSPORTATION TAX								
10-62-414	STREET SWEEPING	6,750	0	5,500		0	0	
10-62-431	CRACK SEALANT	0	0	9,589		0	0	
10-62-730	OVERLAY CITY STREETS	0	210,518	0		0	0	
10-62-740	CAPITAL OUTLAY - EQUIPMENT	35,963	0	0		0	0	
10-62-742	CAPITAL OUTLAY - STREET IMPROV	15,494	15,897	60,000		160,000	160,000	
TOTAL HWY/TRANSPORTATION TAX		58,207	226,415	75,089		160,000	160,000	

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PARKS								
10-70-110	SALARIES & WAGES	86,486	91,004	93,236		105,000	105,000	
10-70-111	OVERTIME SALARIES & WAGES	2,081	2,342	3,290		4,500	4,500	
10-70-114	SALARIES & WAGES - TEMP/P-TIME	21,360	16,884	18,037		27,000	27,000	
10-70-125	LONG TERM DISABILITY	522	524	474		700	700	
10-70-130	RETIREMENT	15,571	16,366	16,921		18,800	18,800	
10-70-131	GROUP HEALTH INSURANCE	24,509	23,922	24,988		28,400	28,400	
10-70-132	WORKERS COMP INSURANCE	2,239	1,871	1,399		1,800	1,800	
10-70-133	FICA TAXES	8,019	8,090	8,418		10,400	10,400	
10-70-245	TOILET RENTAL	397	230	586		1,000	1,000	
10-70-250	EQUIPMENT SUPPLIES & MAINT	3,805	3,561	3,710		3,700	3,700	
10-70-252	VEHICLE REPAIRS & MAINTENANCE	1,305	2,988	2,343		2,000	2,000	
10-70-255	FUEL	4,540	5,979	7,179		7,500	7,500	
10-70-260	BLDGS & GROUNDS - SUPPLIES/MNT	14,517	20,686	11,282		21,000	21,000	
10-70-265	TRAIL MAINTENANCE	2,250	3,858	3,595		4,000	4,000	
10-70-270	UTILITIES	3,973	5,835	5,334		7,900	7,900	
10-70-310	PROFESSIONAL & TECHNICAL SVC'S	5,512	5,652	3,483		4,000	4,000	
10-70-330	EDUCATION AND TRAINING	469	1,156	1,592		2,700	2,700	
10-70-455	UNIFORM	1,269	1,247	1,165		1,700	1,700	
10-70-610	MISCELLANEOUS SUPPLIES	650	164	457		1,000	1,000	
10-70-612	4TH OF JULY CELEBRATION EXPENSE	13,073	18,185	17,575		0	0	
10-70-613	PARKS SUPPLIES	11,907	11,459	13,647		10,700	10,700	
10-70-615	HOLIDAY DECORATION & SUPPLIES	2,507	2,382	0		0	0	
10-70-620	LAWN MAINTENANCE	787	407	986		1,100	1,100	
10-70-740	CAPITAL OUTLAY - EQUIPMENT	17,562	0	0		0	38,200	Service vehicle
10-70-750	CAPITAL OUTLAY - IMPACT FEES	0	0	0		0	0	
TOTAL PARKS		245,310	244,791	239,695		264,900	303,100	

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DEBT SERVICE								
10-85-815	PRINC.-SALES TX BOND-CITY HALL	120,000	123,000	126,000		129,000	129,000	
10-85-825	INT.-SALES TX BOND-CITY HALL	31,812	28,963	25,890		23,100	23,100	
10-85-826	CAPITAL LEASE PRINCIPAL	4,068	0	3,939		4,100	4,100	
10-85-827	CAPITAL LEASE INTEREST	1,002	0	561		1,000	1,000	
10-85-835	AGENT-SALES TX BOND-CITY HALL	3,100	1,100	2,700		3,600	3,600	
10-85-836	DEFEASED BOND	0	0	0		0	0	
TOTAL DEBT SERVICE		159,982	153,063	159,091		160,800	160,800	
TRANSFERS								
10-90-800	TRANSFERS TO CIP FUNDS	200,000	603,700	1,911,500		0	0	
10-90-810	TRANSFERS TO CAPITAL STREETS	0	425,000	212,500		212,500	212,500	
10-90-820	TRANSFERS TO STORM UTILITY	285,000	0	0		0	0	
10-90-850	TRANSFERS TO GOLF FUND	0	35,000	50,000		50,000	50,000	
10-90-860	TRANSFERS TO RAP	0	161,100	0		0	0	
10-90-899	APPROP INCREASE - FUND BALANCE	0	0	0		0	0	
10-90-914	S/TAX PYMTS TO BTFL - COMMONS	127,106	130,888	130,635		135,400	135,400	
10-90-915	S/TAX PYMTS TO BTFL - GATEWAY	64,612	64,374	63,304		71,100	71,100	
10-90-916	S/TAX PYMTS TO DVPR: COMMONS	1,107,000	0	0		0	0	
TOTAL TRANSFERS		1,783,718	1,420,062	2,367,939		469,000	469,000	
GENERAL FUND - I								
TOTAL EXPENDITURES		5,435,073	5,147,663	6,107,244		4,781,700	4,824,000	
GENERAL FUND OVERVIEW								
	REVENUES	5,098,043	5,621,827	5,373,048		4,781,700	4,824,000	
	EXPENDITURES	5,435,073	5,147,663	6,107,244		4,781,700	4,824,000	
	REVENUES OVER EXPENDITURES	(337,030)	474,164	(734,196)		0	0	

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JESSI'S MEADOWS FUND - REVENUES								
13-34-100	ASSESSMENTS	12,000	12,000	11,101		12,000	12,000	
13-36-600	INTEREST EARNED	296	345	856		100	100	
13-36-700	HOA CONTRIBUTION	0	0	0		0	0	
13-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0			0	0	
TOTAL REVENUES		12,296	12,345	11,957		12,100	12,100	
JESSI'S MEADOWS FUND - EXPENDITURES								
13-40-100	MAINTENANCE	30,611	5,459	4,700		6,000	6,000	
13-40-200	CAPITAL	0	0	0		0	0	
13-40-800	TRANSFERS TO OTHER FUNDS	0	0	0		0	0	
13-40-899	APPROP INCREASE - FUND BALANCE	0	0	0		6,100	6,100	
TOTAL EXPENDITURES		30,611	5,459	4,700		12,100	12,100	
JESSI'S MEADOWS FUND OVERVIEW								
REVENUES		12,296	12,345	11,957		12,100	12,100	
EXPENDITURES		30,611	5,459	4,700		12,100	12,100	
REVENUES OVER EXPENDITURES		(18,315)	6,886	7,257		0	0	

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STREET IMPACT FEES - REVENUES							
21-34-430	DEVELOPMENT IMPACT FEES	26,998	136,527	173,680	75,000	75,000	
21-36-600	INTEREST EARNED	430	271	6,586	500	500	
21-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0	0	0	
21-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0		74,500	333,000	
TOTAL REVENUES		27,428	136,799	180,266	150,000	408,500	
STREET IMPACT FEES - EXPENDITURES							
21-40-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	0	0	0	
21-40-800	TRANSFERS TO OTHER FUNDS	0	107,000	0	270,700	287,800	800 W
21-40-810	SIDEWALK IMPROVEMENTS	0	0	0	0	120,700	1100 W
21-40-811	CAPITAL OUTLAY - Equipment	0	0	0	0	0	
21-40-899	APPROP INCREASE - FUND BALANCE	0	0	0	0	0	
TOTAL EXPENDITURES		0	107,000	0	270,700	408,500	
STREET IMPACT FEES FUND OVERVIEW							
REVENUES		27,428	136,799	180,266	150,000	408,500	
EXPENDITURES		0	107,000	0	270,700	408,500	
REVENUES OVER EXPENDITURES		27,428	29,799	180,266	(120,700)	0	

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POLICE FACILITIES IMPACT FEES - REVENUES								
23-34-430	DEVELOPMENT IMPACT FEES	1,283	6,268	7,864		3,000	3,000	
23-36-600	INTEREST EARNED	45	80	176		0	0	
TOTAL REVENUES		1,328	6,348	8,040		3,000	3,000	
POLICE FACILITIES IMPACT FEES - EXPENDITURES								
23-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0		0	0	
23-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0		0	0	
23-40-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	0		0	0	
23-40-800	TRANSFERS TO OTHER FUNDS	3,020	5,000	7,500		3,000	3,000	
23-40-899	APPROP INCREASE - FUND BALANCE	0	0	0		0	0	
TOTAL EXPENDITURES		3,020	5,000	7,500		3,000	3,000	
POLICE FACILITIES IMPACT FEES FUND OVERVIEW								
REVENUES		1,328	6,348	8,040		3,000	3,000	
EXPENDITURES		3,020	5,000	7,500		3,000	3,000	
REVENUES OVER EXPENDITURES		(1,692)	1,348	540		0	0	

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PARK IMPACT FEES - REVENUES								
24-34-430	DEVELOPMENT IMPACT FEES	18,864	90,128	111,088		30,000	30,000	
24-36-600	INTEREST EARNED	287	1,315	4,088		500	500	
24-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0		0	0	
24-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0		183,500	183,500	
TOTAL REVENUES		19,151	91,443	115,176		214,000	214,000	
PARK IMPACT FEES - EXPENDITURES								
24-40-310	PROF & TECH - PLANNING/IMP FEE	1,436	18,404	0		0	0	
24-40-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	10,079		214,000	214,000	
24-40-800	TRANSFERS TO OTHER FUNDS	0	0	0		0	0	
24-40-899	APPROP INCREASE - FUND BALANCE	0	0			0	0	
TOTAL EXPENDITURES		1,436	18,404	10,079		214,000	214,000	
PARK IMPACT FEES FUND OVERVIEW								
REVENUES		19,151	91,443	115,176		214,000	214,000	
EXPENDITURES		1,436	18,404	10,079		214,000	214,000	
REVENUES OVER EXPENDITURES		17,715	73,039	105,097		0	0	

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REDEVELOPMENT AGENCY - REVENUES							
25-31-110	TAX INCREMENT - PROPERTY	519,074	256,096	269,254	251,900	251,900	
25-36-600	INTEREST EARNED	905	1,776	3,116	100	100	
25-38-870	TRANSFERS IN - GENERAL FUND	0	0	0	0	0	
25-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0		6,100	6,100	
TOTAL REVENUES		519,979	257,872	272,370	258,100	258,100	
REDEVELOPMENT AGENCY - EXPENDITURES							
25-40-110	SALARIES & WAGES	53,343	56,619	46,878	49,200	49,200	
25-40-125	LONG TERM DISABILITY	313	207	229	300	300	
25-40-130	RETIREMENT	14,823	9,072	13,411	13,900	13,900	
25-40-131	GROUP HEALTH INSURANCE	10,373	7,450	8,120	8,700	8,700	
25-40-132	WORKERS COMP INSURANCE	803	591	421	500	500	
25-40-133	FICA TAXES	3,966	2,766	3,507	3,800	3,800	
25-40-230	TRAVEL	1,300	1,200	1,200	1,200	1,200	
25-40-310	LEGAL FEES	0	0	0	0	0	
25-40-312	OTHER PROFESSIONAL FEES	6,000	6,000	6,000	3,000	3,000	
25-40-510	LIABILITY INSURANCE	0	1,442	2,655	2,700	2,700	
25-40-899	APPROP INCREASE - FUND BALANCE	0	0	0	0	0	
25-40-915	RDA TAX PYMTS TO DVPR: GATEWAY	236,284	0	0	0	0	
25-40-920	RDA TAX PYMTS TO DVPR: COMMONS	168,335	163,883	161,601	174,800	174,800	
25-90-850	TRANSFER TO OTHER FUNDS	0	0	0	0	0	
TOTAL EXPENDITURES		495,540	249,229	244,023	258,100	258,100	
REDEVELOPMENT AGENCY FUND OVERVIEW							
REVENUES		519,979	257,872	272,370	258,100	258,100	
EXPENDITURES		495,540	249,229	244,023	258,100	258,100	
REVENUES OVER EXPENDITURES		24,439	8,643	28,348	0	0	

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RAP TAX - REVENUES							
26-31-110	RAP TAX REVENUE	220,241	221,260	209,207	235,200	235,200	
26-36-600	INTEREST EARNED	4,655	9,403	18,134	1,000	1,000	
26-36-690	MISCELLANEOUS REVENUE	0	0	0	0	0	
26-38-860	CONTRIBUTIONS - PRIVATE	0	0	0	0	0	
26-38-870	TRANSFERS IN - GENERAL FUND	0	161,100	0	0	0	
26-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0	292,300	292,300	
TOTAL REVENUES		224,896	391,764	227,341	528,500	528,500	
RAP TAX - EXPENDITURES							
26-40-260	BLDGS & GROUNDS - SUPPLIES/MNT	0	0	11,555	15,000	15,000	
26-40-290	IMPROVEMENTS - MAIN PARK	0	0	25,357	0	0	
26-40-291	CAPITAL OUTLAY - PARKING LOT	37,200	0	0	0	0	
26-40-292	CAPITAL OUTLAY - IRRIGATION	0	0	0	0	0	
26-40-293	CAPITAL OUTLAY-Park/Playground	0	0	0	50,000	50,000	
26-40-730	CAPITAL OUTLAY - IMPROVEMENTS	18,163	2,963	26,678	300,000	300,000	
26-40-740	CAPITAL OUTLAY - EQUIPMENT	0	0	30,000	0	0	
26-40-791	CAP PROJ: DSB TRAIL PROTECTION	0	0	0	0	0	
26-40-792	CAP PROJ: RESTROOM	0	0	0	125,000	125,000	
26-40-800	TRANSFERS TO GENERAL FUND	4,500	4,500	4,500	4,500	4,500	
26-40-850	TRANSFER TO GOLF FUND	100,300	139,000	14,500	34,000	34,000	
26-40-899	APPROP INCREASE - FUND BALANCE	0	0	0	0	0	
TOTAL EXPENDITURES		160,163	146,463	112,590	528,500	528,500	
RAP TAX FUND OVERVIEW							
REVENUES		224,896	391,764	227,341	528,500	528,500	
EXPENDITURES		160,163	146,463	112,590	528,500	528,500	
REVENUES OVER EXPENDITURES		64,733	245,301	114,751	0	0	

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CAPITAL IMPROVEMENT FUND - REVENUES								
31-36-600	INTEREST EARNED	6,158	14,313	25,191		0	0	
31-38-820	BOND PROCEEDS - LEASE REVENUE	0	0	0		0	0	
31-38-870	TRANSFERS IN - GENERAL FUND	200,000	543,700	1,911,500		0	0	
31-38-880	TRANSFERS IN - CAP PROJECTS FUNDS	0	167,027	0		510,000	510,000	
31-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0		0	0	
31-38-900	BOND FUNDS	0	0	0		0	0	
TOTAL REVENUES		206,158	725,040	1,936,691		510,000	510,000	
CAPITAL IMPROVEMENT FUND - EXPENDITURES								
31-40-420	CDBG Project: Weatherization	0	0	0		0	0	
31-40-710	LAND - ACQUISITION	0	113,000	0		0	0	
31-40-720	CITY BLDGS - PLAN,DESIGN,CONST	0	8,140	8,316		0	0	
31-40-850	TRANSFERS TO CAP FUND	0	0	510,000		300,000	300,000	
31-40-899	APPROP INCREASE - FUND BALANCE	0	0	0		210,000	210,000	
TOTAL EXPENDITURES		0	121,140	518,316		510,000	510,000	
CAPITAL IMPROVEMENT FUND OVERVIEW								
REVENUES		206,158	725,040	1,936,691		510,000	510,000	
EXPENDITURES		0	121,140	518,316		510,000	510,000	
REVENUES OVER EXPENDITURES		206,158	603,900	1,418,375		0	0	

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STREETS CAPITAL IMPROVEMENT FUND - REVENUES								
34-31-110	CURRENT YEAR PROPERTY TAXES	0	0	0		0	0	
34-36-600	INTEREST EARNED	3,014	2,790	11,135		0	0	
34-36-700	CONTRIBUTIONS - GRANTS		0	270,000		0	0	
34-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0		0	0	
34-38-870	TRANSFERS IN - GENERAL FUND	0	425,000	212,500		212,500	212,500	
34-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0		0	501,800	
TOTAL REVENUES		3,014	427,790	493,635		212,500	714,300	
STREETS CAPITAL IMPROVEMENT FUND - EXPENDITURES								
34-40-800	TRANSFERS TO OTHER FUNDS	133,500	0	0		0	250,000	800 W
34-40-840	TRANSFERS TO GENERAL FUND	0	0	0		0	0	
34-40-850	CAPITAL EQUIP/MAINT	0	0	0		0	0	
34-40-899	APPROP INCREASE - FUND BALANCE	0	0	0		12,500	0	
34-40-930	CAPITAL OUTLAY - Improvements	0	261,502	113,245		200,000	464,300	Jessi's
TOTAL EXPENDITURES		133,500	261,502	113,245		212,500	714,300	
STREETS CAPITAL IMPROVEMENT FUND OVERVIEW								
REVENUES		3,014	427,790	493,635		212,500	714,300	
EXPENDITURES		133,500	261,502	113,245		212,500	714,300	
REVENUES OVER EXPENDITURES		(130,486)	166,289	380,390		0	0	

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		Actual	Actual	Actual		Original	1st Amend	
WATER FUND - REVENUES								
51-36-600	INTEREST EARNED	44,424	84,223	136,420		50,000	50,000	
51-36-640	Labor & Materials	6,455	4,614	0		0	0	
51-36-642	SALE OF FIXED ASSETS	0	18,492	18,283		128,500	128,500	
51-36-690	MISC REVENUE/RECONNECTIONS	568	3,008	3,439		5,000	5,000	
51-36-710	WATER IMPACT FEE	79,918	261,370	364,137		8,000	8,000	
51-36-720	WATER RIGHTS FEE	0	79,920	0		5,000	5,000	
51-36-730	OTHER MISC REVENUE	0	0	0		0	0	
51-37-700	WATER SALES	1,319,975	1,315,788	1,296,967		1,318,100	1,318,100	
51-37-710	WATER CONNECTION FEES	6,374	14,604	16,604		7,000	7,000	
51-38-860	CONTRIBUTIONS - BOND PROCEEDS	500,000	0	0		0	0	
TOTAL REVENUES		1,957,714	1,782,020	1,835,850		1,521,600	1,521,600	

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		16/17	17/18	18/19		19/20	19/20	Notes
		Actual	Actual	Actual		Original	1st Amend	
WATER FUND - EXPENDITURES								
51-40-110	SALARIES & WAGES	192,825	210,393	209,710		188,400	188,400	
51-40-111	OVERTIME SALARIES & WAGES	2,988	3,122	3,446		6,000	6,000	
51-40-125	LONG TERM DISABILITY	1,196	1,191	989		1,200	1,200	
51-40-130	RETIREMENT	36,095	37,554	35,773		33,800	33,800	
51-40-131	GROUP HEALTH INSURANCE	65,786	64,428	58,157		56,700	56,700	
51-40-132	WORKERS COMP INSURANCE	3,769	3,945	2,125		2,200	2,200	
51-40-133	FICA TAXES	14,824	15,358	14,626		14,900	14,900	
51-40-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	767	1,487	1,590		1,800	1,800	
51-40-241	POSTAGE/SUPPLIES	6,926	6,561	6,768		7,300	7,300	
51-40-250	VEHICLE MAINTENANCE & REPAIR	3,135	4,270	4,683		6,600	6,600	
51-40-252	EQUIPMENT MAINTENANCE & REPRS	15,061	11,720	1,864		12,000	12,000	
51-40-253	WATERLINE MAINTENANCE & REPAIR	26,209	36,211	30,505		49,200	49,200	
51-40-254	WATERTANK MAINTENANCE & REPAIR	2,944	250	3,780		7,500	7,500	
51-40-255	FUEL	3,922	5,450	6,043		7,400	7,400	
51-40-270	PUMPING ELECTRICITY	12,227	12,564	7,262		13,000	13,000	
51-40-280	TELEPHONE/TELEMETRY	0	0	640		1,000	1,000	
51-40-330	EDUCATION AND TRAINING	2,841	4,554	4,703		5,800	5,800	
51-40-455	UNIFORM	1,159	1,495	1,640		1,700	1,700	
51-40-610	MISCELLANEOUS EXPENSE	3,395	4,731	2,323		4,100	4,100	
51-40-611	WATER PURCHASES-CULINARY	155,757	151,751	161,698		184,000	190,800	Water overage
51-40-612	WATER DEPT SUPPLIES-METERS/ETC	18,261	28,009	38,393		38,600	38,600	
51-40-620	MISCELLANEOUS SERVICES	3,062	2,876	5,026		4,900	4,900	

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51-40-623	STONE CREEK WELL MAINTENANCE	4,472	3,601	37,058	4,000	4,000	
51-40-740	CAPITAL OUTLAY - EQUIPMENT	3,093	0	1,679	2,000	2,000	
51-40-741	FLORIDE EQUIP	249	0	0	0	0	
51-40-810	DEBT SERVICE - PRINCIPAL	210,000	259,000	252,123	265,000	265,000	
51-40-820	DEBT SERVICE - INTEREST	108,350	96,829	89,821	73,200	73,200	
51-40-840	AGENT FEES - 2009 SERIES BOND	1,650	7,150	1,650	1,650	1,650	
51-40-850	COST OF ISSUANCE - BONDS	48,239	0	0	0	0	
51-90-870	TRANSFERS TO CAP IMPROV FUND	0	0	0	350,000	1,305,700	800 W
51-90-880	TRANSFERS	0	30,000	0	0	0	
51-95-730	CAPITAL OUTLAY - PROJ/HYDRANTS	518	19,326	8,978	23,000	23,000	
51-95-740	CAPITAL OUTLAY-EQUIPMENT	0	0	0	181,000	181,000	
51-95-750	CAPITAL OUTLAY-SPECIAL PROJECTS	0	20,000	2,200	0	0	
51-95-795	NEW WELL	2,400	0	0	2,000,000	2,000,000	
TOTAL EXPENDITURES*		<u>952,120</u>	<u>1,043,826</u>	<u>995,254</u>	<u>3,547,950</u>	<u>4,510,450</u>	
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures							
WATER FUND OVERVIEW							
	REVENUES	1,957,714	1,782,020	1,835,850	1,521,600	1,521,600	
	EXPENDITURES	<u>952,120</u>	<u>1,043,826</u>	<u>995,254</u>	<u>3,547,950</u>	<u>4,510,450</u>	
	REVENUES OVER EXPENDITURES	<u>1,005,594</u>	<u>738,194</u>	<u>840,597</u>	<u>(2,026,350)</u>	<u>(2,988,850)</u>	

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SOLID WASTE FUND - REVENUES							
52-36-600	INTEREST EARNED	5,825	10,305	10,694	5,000	5,000	
52-36-690	MISC. REVENUE	700	160	0	0	0	
52-37-700	GARBAGE PICK UP SALES	378,411	385,061	393,196	393,900	393,900	
52-37-710	GARBAGE CAN REPLACEMENT FEES	0	0	0	0	0	
52-38-860	CONTRIBUTIONS - OTHER	0	0	0	0	0	
TOTAL REVENUES		384,936	395,526	403,890	398,900	398,900	
SOLID WASTE FUND - EXPENDITURES							
52-40-110	SALARIES & WAGES	7,666	9,405	7,245	11,100	11,100	
52-40-111	Overtime	0	69	52			
52-40-125	LONG TERM DISABILITY	51	54	35	100	100	
52-40-130	RETIREMENT	1,487	1,643	1,263	1,800	1,800	
52-40-131	GROUP HEALTH INSURANCE	2,298	2,524	1,935	3,700	3,700	
52-40-132	WORKERS COMP INSURANCE	194	282	93	200	200	
52-40-133	FICA TAXES	644	697	543	800	800	
52-40-241	POSTAGE/SUPPLIES	250	0	200	500	500	
52-40-620	GARBAGE PICKUP SERVICE	154,440	160,578	167,350	175,300	175,300	
52-40-621	TIPPING/FLAT RATE - BURN PLANT	144,570	146,727	147,528	200,000	200,000	
52-40-623	SPRING & FALL CLEANUP	7,416	9,551	10,927	8,500	8,500	
52-40-625	ADDITIONAL GARBAGE CANS	11,858	14,088	37,054	0	0	
TOTAL EXPENDITURES*		330,874	345,617	374,225	402,000	402,000	
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures							
SOLID WASTE FUND OVERVIEW							
REVENUES		384,936	395,526	403,890	398,900	398,900	
EXPENDITURES		330,874	345,617	374,225	402,000	402,000	
REVENUES OVER EXPENDITURES		54,062	49,909	29,665	(3,100)	(3,100)	

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STORM WATER UTILITY FUND - REVENUES								
53-34-400	SUBDIVISION IMPACT FEES	4,664	50,209	139,676		20,000	20,000	
53-36-600	INTEREST EARNED	15	2,231	6,056		0	0	
53-36-690	MISC. REVENUE	0	0	13,400		0	0	
53-37-700	UTILITY SALES	97,572	98,710	99,759		99,000	99,000	
53-38-870	TRANSFERS IN - GENERAL FUND	285,000	0	0		0	0	
TOTAL REVENUES		387,251	151,149	258,891		119,000	119,000	
STORM WATER UTILITY FUND - EXPENDITURES								
53-40-110	SALARIES & WAGES	23,552	26,670	29,185		39,800	39,800	
53-40-111	OVERTIME SALARIES & WAGES	635	310	887		0	0	
53-40-125	LONG TERM DISABILITY	139	149	146		200	200	
53-40-130	RETIREMENT	4,038	4,510	5,212		6,800	6,800	
53-40-131	GROUP HEALTH INSURANCE	7,678	8,032	8,181		11,600	11,600	
53-40-132	WORKERS COMP INSURANCE	506	688	388		500	500	
53-40-133	FICA TAXES	1,752	1,926	2,212		3,000	3,000	
53-40-252	EQUIPMENT MAINTENANCE & REPRS	0	0	0		1,500	1,500	
53-40-253	STORM SYSTM MAINT AND REPAIRS	14,686	484	702		5,000	5,000	
53-40-310	PROFESSIONAL SERVICES	1,885	1,885	2,255		2,000	2,000	
53-40-330	EDUCATION AND TRAINING	663	432	334		500	500	
53-40-610	MISCELLANEOUS SUPPLIES	2,018	0	42		2,500	2,500	
53-40-730	CAPITAL OUTLAY - IMPROVEMENTS	12,554	6,592	0		0	0	
53-40-750	CAPITAL OUTLAY - IMPACT FEES	0	0	0		0	60,700	Transfer 800 W
53-40-751	TELEWISE AND FLUSH STORM DRAIN	20,090	19,993	14,527		20,000	20,000	
53-40-755	CAPITAL OUTLAY	0	2,262	0		0	100,000	Transfer 800 W
TOTAL EXPENDITURES*		90,196	73,933	64,072		93,400	254,100	
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures								
STORM WATER UTILITY FUND OVERVIEW								
REVENUES		387,251	151,149	258,891		119,000	119,000	
EXPENDITURES		90,196	73,933	64,072		93,400	254,100	
REVENUES OVER EXPENDITURES		297,055	77,216	194,819		25,600	(135,100)	

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GOLF FUND - REVENUES								
OPERATING REVENUES								
54-30-010	ROUNDS - Greens Fees	357,606	347,763	355,619		360,000	360,000	
54-30-011	ROUNDS - Tournaments	0	34,514	33,590		35,000	35,000	
54-30-020	PUNCH PASSES -- ALL	50,669	63,971	33,583		60,000	60,000	
54-30-040	RENTALS - CARTS/CLUBS	187,308	204,426	195,316		195,000	195,000	
54-30-050	RANGE - ALL	99,463	98,168	109,414		100,000	100,000	
54-30-070	PRO SHOP MERCHANDISE SALES	112,629	121,535	135,453		115,000	115,000	
54-30-088	FACILITY LEASE	5,462	5,621	5,621		4,000	4,000	
TOTAL OPERATING REVENUES		813,137	875,997	868,597		869,000	869,000	
OTHER GOLF REVENUES								
54-36-600	INTEREST EARNED	18	39	88		100	100	
54-36-640	SALE OF FIXED ASSETS	0	10,370	0		33,000	33,000	
54-36-685	ADVERTISING REVENUES	0	0	0		500	500	
54-36-690	MISCELLANEOUS REVENUE	6,983	35,323	2,903		1,000	1,000	
54-36-695	MISCELLANEOUS - TOURNAMENT REV	0	0	2,500		2,500	2,500	
54-38-870	TRANSFERS IN - GENERAL FUND	0	35,000	50,000		50,000	50,000	
54-38-880	TRANSFERS IN - CAP IMPROV FUND	0	0	0		0	0	
54-38-890	TRANSFERS IN - RAP TAX FUND	100,300	139,000	14,500		34,000	34,000	
TOTAL OPERATING REVENUES		107,301	219,733	69,991		121,100	121,100	
GOLF FUND TOTAL REVENUES		920,438	1,095,730	938,588		990,100	990,100	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17	17/18	18/19		19/20	19/20	Notes
		Actual	Actual	Actual		Original	1st Amend	
GOLF FUND - EXPENDITURES								
GOLF PROFESSIONAL & CLUBHOUSE								
54-81-110	SALARIES & WAGES	115,034	115,140	93,780		98,200	98,200	
54-81-114	SALARIES & WAGES - TEMP/P-TIME	34,315	65,828	74,031		77,000	77,000	
54-81-125	LONG TERM DISABILITY	608	599	473		600	600	
54-81-130	RETIREMENT	18,066	18,662	16,431		16,800	16,800	
54-81-131	GROUP HEALTH INSURANCE	41,360	39,843	35,175		35,400	35,400	
54-81-132	WORKERS COMP INSURANCE	1,360	1,915	1,479		2,000	2,000	
54-81-133	FICA TAXES	10,097	12,999	12,627		13,400	13,400	
54-81-134	EMPLOYEE BENEFITS - UNEMPLOY	485	0	0		500	500	
54-81-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	324	110	150		300	300	
54-81-240	OFFICE SUPPLIES & EXPENSE	1,225	715	827		1,500	1,500	
54-81-255	FUEL	6,322	0	0		0	0	
54-81-256	EQUIP MNT/REPAIR - GOLF CARTS	1,130	2,628	2,454		3,000	3,000	
54-81-260	BLDGS & GROUNDS - SUPPLIES/MNT	4,877	2,859	4,522		5,000	5,000	
54-81-270	UTILITIES	12,350	13,492	15,390		15,000	15,000	
54-81-280	TELEPHONE	2,689	1,260	552		3,200	3,200	
54-81-330	EDUCATION AND TRAINING	550	200	649		3,500	3,500	
54-81-440	BANK CHARGES - VISA	17,325	17,837	19,429		18,500	18,500	
54-81-610	MISCELLANEOUS SUPPLIES	1,418	602	1,170		1,500	1,500	
54-81-633	JUNIOR GOLF PROGRAM	950	0	1,666		2,500	2,500	
54-81-635	MISCELLANEOUS SERVICES	4,024	2,413	2,175		2,400	2,400	
54-81-638	ADVERTISING	6,084	4,726	1,468		7,000	7,000	
54-81-645	TOURNAMENT - EXPENSES	312	0	55		600	600	
54-81-720	CAPITAL OUTLAY - BUILDINGS	1,109	0	0		0	0	
54-81-745	RENTAL CLUBS & BAGS	0	240	2,599		2,300	2,300	
TOTAL GOLF PROFESSIONAL & CLUBHOUSE		282,014	302,068	287,103		310,200	310,200	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17	17/18	18/19		19/20	19/20	Notes
		Actual	Actual	Actual		Original	1st Amend	
COURSE MAINTENANCE								
54-82-110	SALARIES & WAGES	101,568	104,104	106,051		116,100	116,100	
54-82-111	OVERTIME SALARIES & WAGES	155	418	668		0	0	
54-82-114	SALARIES & WAGES - TEMP/P-TIME	58,460	70,201	78,271		86,000	86,000	
54-82-125	LONG TERM DISABILITY	577	576	512		700	700	
54-82-130	RETIREMENT	17,073	17,871	18,260		20,300	20,300	
54-82-131	GROUP HEALTH INSURANCE	10,305	19,121	27,678		31,200	31,200	
54-82-132	WORKERS COMP INSURANCE	1,656	2,358	1,930		2,300	2,300	
54-82-133	FICA TAXES	12,800	13,085	13,829		15,500	15,500	
54-82-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	605	650	730		700	700	
54-82-240	OFFICE SUPPLIES & EXPENSE	0	249	277		300	300	
54-82-245	EQUIP MNT/RPR - TOILET RENTAL	742	675	796		800	800	
54-82-248	SUPPLIES - IRRIGATION	7,200	9,888	5,958		8,900	8,900	
54-82-250	EQUIPMENT SUPPLIES & MAINT	10,365	11,088	13,023		12,000	12,000	
54-82-253	EQUIPMENT LEASE	424	565	1,460		1,200	1,200	
54-82-255	FUEL	10,374	17,842	21,029		20,000	20,000	
54-82-258	EQUIP MNT/RPR - MOWER SHARPEN	4,640	3,816	2,718		0	0	
54-82-260	BLDGS & GROUNDS - SUPPLIES/MNT	3,183	2,157	2,504		2,500	2,500	
54-82-262	BLDGS & GROUNDS - GROUND SUPP	3,116	3,628	3,434		3,500	3,500	
54-82-270	UTILITIES - ALL	32,142	37,204	36,670		40,000	40,000	
54-82-322	SERVICES - TREE TRIMMING	730	0	0		0	0	
54-82-330	EDUCATION AND TRAINING	595	1,305	1,280		850	850	
54-82-472	UNIFORMS - PROTECTIVE OSHA	281	149	534		900	900	
54-82-482	SPEC DEPT SUPP - SHOP/SM TOOLS	2,181	589	1,209		800	800	
54-82-620	MISCELLANEOUS SERVICES	2,695	4,499	1,908		1,000	1,000	
54-82-660	SUPPLIES - FERTILIZERS	18,002	19,296	15,069		18,600	18,600	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17	17/18	18/19		19/20	19/20	Notes
		Actual	Actual	Actual		Original	1st Amend	
54-82-667	SUPPLIES - SAND (ALL)	9,329	10,697	10,970		14,000	14,000	
54-82-668	SUPPLIES - SEED	864	5,443	2,833		3,000	3,000	
54-82-669	SUPPLIES - CART PATH	0	17,105	0		9,000	9,000	
54-82-670	SUPPLIES - GARDEN & FLOWERS	303	847	885		1,600	1,600	
54-82-677	SUPPLIES - CHEMICALS (ALL)	7,983	10,954	10,329		9,500	9,500	
54-82-732	CAPITAL OUTLAY - Grnds Improvmt	0	109,071	0		10,000	10,000	
54-82-735	CAPITAL OUTLAY - IMPROVEMENTS	18,473	752	0		15,000	15,000	
54-82-738	CAPITAL OUTLAY - DRAINAGE SYS	0	0	0		4,400	4,400	
54-82-740	CAPITAL OUTLAY - EQUIPMENT	1,200	89,106	89,160		38,500	38,500	
	TOTAL COURSE MAINTENANCE	338,126	585,308	469,974		489,150	489,150	
DRIVING RANGE								
54-83-114	SALARIES & WAGES - TEMP/P-TIME	28,404	0	0		0	0	
54-83-132	WORKERS COMP INSURANCE	295	0	0		0	0	
54-83-133	FICA TAXES	2,173	0	0		0	0	
54-83-250	EQUIPMENT SUPPLIES & MAINT	980	1,202	669		1,500	1,500	
54-83-610	MISCELLANEOUS SUPPLIES	1,061	0	0		0	0	
54-83-679	SUPPLIES - RANGE GOLF BALLS	0	0	3,375		3,300	3,300	
54-83-730	CAPITAL OUTLAY - IMPROVEMENTS	6,494	0	6,488		0	0	
	TOTAL DRIVING RANGE	39,407	1,202	10,531		4,800	4,800	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17 Actual	17/18 Actual	18/19 Actual		19/20 Original	19/20 1st Amend	Notes
BUILDING & CAFÉ								
54-84-250	EQUIPMENT SUPPLIES & MAINT	1,321	1,404	510		1,300	1,300	
54-84-260	BLDGS & GROUNDS - SUPPLIES/MNT	5,855	4,479	2,093		3,500	3,500	
54-84-400	MERCHANDISE PURCHASES- DIRECT	78,283	114,686	86,505		80,000	80,000	
54-84-740	CAPITAL OUTLAY	0	11,896	3,966		7,500	7,500	
TOTAL BUILDING & CAFÉ		85,459	132,465	93,074		92,300	92,300	
DEBT SERVICE								
54-85-811	PRINCIPAL - G.O. BOND '03	0		0		0	0	
54-85-816	LEASE PAYMENT - GOLF CARTS	14,523	7,219	12,282		41,900	41,900	
54-85-821	INTEREST - G.O. BOND '03	0	0	0		0	0	
54-85-831	AGENT FEES - '03 BOND	0	0	0		0	0	
54-85-899	INTEREST EXPENSE	19,147	31,446	21,243		7,500	7,500	
TOTAL DEBT SERVICE		33,670	38,665	33,525		49,400	49,400	
GOLF FUND								
TOTAL EXPENDITURES*		778,676	1,059,708	894,208		945,850	945,850	
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures								
GOLF FUND OVERVIEW								
	REVENUES	920,438	1,095,730	938,588		990,100	990,100	
	EXPENDITURES	778,676	1,059,708	894,208		945,850	945,850	
	REVENUES OVER EXPENDITURES	141,762	36,022	44,380		44,250	44,250	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17 Actual	17/18 Actual	18/19 Actual		19/20 Original	19/20 1st Amend	Notes
PAGES LANE II CAP. PROJ. - REVENUES								
75-36-600	INTEREST	0	328	5,187		0	0	
75-38-800	TRANSFERS IN - WATER FUND	0	30,000			0	0	
75-38-810	TRANSFERS IN - WATER IMPACT FEE	0	0	0		0	0	
75-38-900	TRANSFERS IN - STREETS CAP FUND	0	0	0		0	0	
75-38-909	TRANSFERS IN - STREETS IMPACT	0	107,000	0		0	0	
75-38-910	TRANSFERS IN - CAP PROJ FUND	0	0	510,000		0	0	
75-38-950	TRANSFERS IN - GENERAL FUND	0	60,000	0		0	0	
75-38-999	CONTRIBUTIONS - GRANTS	0	0	0		510,000	510,000	
TOTAL REVENUES		0	197,000	515,187		510,000	510,000	
PAGES LANE II CAP. PROJ. - EXPENDITURES								
75-40-899	TRANSFER OUT - CAPITAL PROJECT FUND	0	0	0		510,000	510,000	
75-70-730	CAPITAL OUTLAY - WATER	0	0	0		0	0	
75-70-770	CAPITAL OUTLAY - STREETS	0	6,306	590,444		0	211,000	
TOTAL EXPENDITURES		0	6,306	590,444		510,000	721,000	
PAGES LANE II CAP. PROJ. FUND OVERVIEW								
REVENUES		0	197,000	515,187		510,000	510,000	
EXPENDITURES		0	6,306	590,444		510,000	721,000	
REVENUES OVER EXPENDITURES		0	190,694	(75,257)		0	(211,000)	

**WEST BOUNTIFUL CITY -
FY 2019/2020 BUDGET -
Draft Amend 1**

		16/17	17/18	18/19		19/20	19/20	Notes
		Actual	Actual	Actual		Original	1st Amend	
800 W/Y2020 CAP. PROJ. - REVENUES								
76-36-600	INTEREST	0	0	0		0	0	
76-38-800	TRANSFERS IN - WATER FUND	0	0	0		350,000	1,305,700	
76-38-810	TRANSFERS IN - WATER IMPACT FEE	0	0	0		0	0	
76-38-820	TRANSFERS IN - STORM WATER	0	0	0		0	100,000	
76-38-830	TRANSFERS IN - STORM WATER IMPACT I	0	0	0		0	60,700	
76-38-900	TRANSFERS IN - STREETS CAP FUND	0	0	0		0	250,000	
76-38-909	TRANSFERS IN - STREETS IMPACT	0	0	0		150,000	287,800	
76-38-910	TRANSFERS IN - CAP PROJ FUND	0	0	0		300,000	300,000	
76-38-950	TRANSFERS IN - GENERAL FUND	0	0	0		0	300,000	Class C - \$250K, Prop 1 -
76-38-999	CONTRIBUTIONS - GRANTS	0	0	0		0	0	
TOTAL REVENUES		0	0	0		800,000	2,604,200	
800 W/Y2020 CAP. PROJ. - EXPENDITURES								
76-40-899	TRANSFER OUT - CAPITAL PROJECT FUND	0	0	0		0	0	
76-70-730	CAPITAL OUTLAY - WATER	0	0	0		350,000	1,305,700	
76-70-731	CAPITAL OUTLAY - STORM	0	0	0		0	251,000	
76-70-770	CAPITAL OUTLAY - STREETS	0	0	0		450,000	1,047,500	
TOTAL EXPENDITURES		0	0	0		800,000	2,604,200	
800 W/Y2020 CAP. PROJ. FUND OVERVIEW								
REVENUES		0	0	0		800,000	2,604,200	
EXPENDITURES		0	0	0		800,000	2,604,200	
REVENUES OVER EXPENDITURES		0	0	0		0	0	
CLOSED CAPITAL PROJECT FUNDS - EXPENDITURES								
71-40-899	TRANSFER OUT - CAPITAL PROJECT FUND		119,433	0		0	0	
72-40-899	TRANSFER OUT - CAPITAL PROJECT FUND		30,215	0		0	0	
74-40-899	TRANSFER OUT - CAPITAL PROJECT FUND		17,379	0		0	0	
TOTAL EXPENDITURES		0	167,027	0		0	0	

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on **Tuesday, January 7, 2020**, at West Bountiful City Hall, 550 N 800 West, West Bountiful, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Ken Romney, Council members, James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece, and Rod Wood

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Todd Hixson (Police Chief), Steve Maughan (Public Works Director), Ben White (City Engineer), and Cathy Brightwell (Recorder)

VISITORS: Alan Malan, Gary Jacketta, Doug Lane, Shelley Bruhn, Brandee Nadauld, Connie Wood and family including Connor Christiansen, Loren Pankratz

1. Swearing-In of Council members James Ahlstrom, James Bruhn, and Rod Wood.

The Oath of Office was given to Council members Ahlstrom, Bruhn, and Wood by City Recorder, Cathy Brightwell. Mayor Romney congratulated and welcomed them.

Mayor Romney called the regular meeting to order at 7:30 pm. Kelly Enquist offered a prayer and James Ahlstrom led the Pledge of Allegiance.

2. Approve Agenda

MOTION: *Mark Preece made a Motion to approve the agenda as proposed. Rod Wood seconded the Motion which PASSED by a unanimous vote of all members present.*

3. Public Comment – two minutes per person, or five minutes if speaking on behalf of a group.

No public comment.

4. Public Hearing Regarding a Request for Annexation of 5.14 Acres of Property Located at Approximately 1390 W 1200 North.

The purpose of this hearing is to receive public comment regarding a Request for Annexation into West Bountiful City for 5.14 acres of property located at approximately 1390 W 1200 North, West Bountiful, Utah. This hearing was properly noticed on the State Public Notice Website, the City Website, a physical sign at the property, and in the Davis Clipper.

MOTION: *James Ahlstrom made a Motion to Open the Public Hearing. James Bruhn seconded the Motion which PASSED by a unanimous vote of all members present.*

Duane Huffman summarized the issues of the annexation petition. Pursuant to UCA 10-2-425, the Petition can become effective on July 1, 2020, as long as the Certificate of Annexation has been issued by the Lieutenant Governor's office by April 30.

The property to be annexed consists of two parcels that were recently divided without going through the Davis County subdivision process so are now considered illegal parcels. One of the parcels is a flag lot with a 435-foot staff. West Bountiful Code limits flag lot staffs to 400 feet and prohibits flag lots from extending from a dead-end street, and 1200 North is currently a dead-end street. There is also some question of whether existing uses on the property comply with land use regulations.

Mr. Kilpack owns the east parcel on 1200 N and wants to build a home. Mr. Goldberg owns the rear property and uses it for storage, including some agricultural and non-agricultural equipment like cars and trailers. Storage on a property with a house is an incidental use of the residence. Non-agricultural storage without a house is not allowed in a residential zone.

Mr. Goldberg spoke of his family's long use of this property and the frustration he has had recently with Davis County in trying to get building permits.

Staff recommends working with the property owners and planning commission to see if changes can be made to the properties and/or to the land use code to bring everything into compliance. Once everything is in order, the property can then be annexed in time to meet the legal deadlines. Mayor Romney agreed that staff and planning commission should work together to see what can be done to make it work. This is an area the city is interested in annexing.

MOTION: *Kelly Enquist made a Motion to Close the Public Hearing. James Bruhn seconded the Motion which PASSED by a unanimous vote of all members.*

5. Consider Annexation of 5.14 Acres of Property Located at Approximately 1390 W 1200 North.

See #4 above. No action was taken at this time.

6. Atwater Estates Subdivision Approval Extension.

Ben White explained that the City Council granted conditional approval for the Atwater Estates Subdivision on December 4, 2018. One of the conditions in the approval was that a title report with no objectional entries would be submitted, reviewed and approved by city staff.

Over the last thirteen months, the developer has: (1) installed some of the required improvements – the completion of the improvements was stalled due to scheduling with Dominion Energy and Rocky Mountain Power to relocate existing utilities; (2) executed a bond agreement with the City; (3) been working with high-pressure gas line company to define the terms of a previously recorded blanket easement that covered the entire property. These items have held up the recording of the plat. The developer said they are close to having an agreement on the easement issues and should have signatures soon.

The West Bountiful Municipal Code requires a subdivision plat to be recorded within twelve months of approval or it expires, but the code provides the option for an extension. Staff recommends granting a six-month extension.

Council member Ahlstrom suggested staff look at proposing an amendment to the Code language to provide longer timeframes in the future.

MOTION: *James Bruhn made a Motion to Approve a Six-Month Extension for Atwater Subdivision. Mark Preece seconded the Motion which PASSED.*

7. Ordinance #420-20, An Ordinance Amending WBMC 17.76 to Address Regulations for Swimming Pools.

After a public hearing on December 10, 2019, the planning commission recommended changes to WBMC 17.76 that clarify the regulations for swimming pools. Mr. Doxey recommended striking the reference to recreational facilities so that the ordinance only applies to swimming pools. He also recommended a few cosmetic changes to the language.

MOTION: *Rod Wood made a Motion to Adopt Ordinance 420-20 Amending WBMC 17.76 – Swimming Pools. James Bruhn seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye	Mark Preece – Aye
James Bruhn – Aye	Rod Wood – Aye
Kelly Enquist – Aye	

8. Minutes from the December 17, 2019, City Council Meetings.

MOTION: *James Ahlstrom made a Motion to Approve the Minutes from December 17, 2019, as presented. Mark Preece seconded the Motion which PASSED by a unanimous vote of all members present.*

9. Public Works/Engineering Report.

Steve Maughan:

- Blake Anderson is putting together sampling data for the 2019 Culinary Water Consumer Confidence report.
- McKean Manors developers are finishing up the project. They have poured concrete for the Prospector trail connection to their west property line. The city has graded and added road base for the trail connection and will come back to finish in the Spring.
- High Gate Estates is near substantial completion. They just about have secondary water finished on 1450 West.
- Mtn. View Estates road construction is wrapping up; we will create a final punch list so the subdivision improvements can be completed.
- Atwater Estates is back on-site finishing up storm drain so they can build their road.
- The snack shack construction is going well. The interior has been painted, electrical, HVAC, and plumbing are scheduled for the end of the week.

Ben White:

- The well-drilling contractor has completed his portion of the project. CRS is still waiting for the final quality report then they can provide to the state and the contract will be fulfilled. In response to questions, Ben said he is expecting 1000 gpm approval from the state. We are still in the process of designing the pumping equipment and its capabilities. We are reviewing consultants for well house design.
- 800 West reconstruction project (400 N to Pages Ln) will go out to bid this weekend.

10. Administrative Report.

Duane Huffman:

- A medical cannabis pharmacy at 724 W 500 South has been approved by the state. They have not contacted the city at this point. We did confirm there will be no cultivation at this site.
- We received communication today from a representative of the Plumb family regarding the Equestrian Center property. They have asked to meet with staff on Monday to get the ball going again. We are not sure what they have planned.
- Recommending an executive session tonight to discuss reasonably imminent litigation.

11. Mayor/Council Reports.

Kelly Enquist – Lights are out in the north parking lot at the City Park - it may be due to excavation of the snack shack. He also asked Steve to see if we can increase the lumens in LED lights at the basketball court.

James Bruhn – Arts Council concert this Friday featuring Andy Leger.

James Ahlstrom – no report.

Mark Preece – no report.

Rod Wood – no report.

Mayor Romney – Wished everyone a happy new year. He talked about his tie, which was his father's, and represented the trip Utah State made to the Raisin Bowl in 1947 when his uncle was a coach.

12. Executive Session for the Purpose of Discussion Items as Allowed Pursuant to UCA 52-4-205.

MOTION: *James Ahlstrom made a Motion to move into a closed session at 8:40 pm in the police training room for the purpose of discussing pending or reasonably imminent litigation. Mark Preece seconded the Motion which PASSED.*

190 **MOTION:** *James Ahlstrom made a Motion to close the executive session. James Bruhn*
191 *seconded the Motion which PASSED by a unanimous vote of all members.*

194 **MOTION:** *James Ahlstrom made a Motion to Adjourn this meeting of the City Council.*
195 *Mark Preece seconded the Motion which PASSED by a unanimous vote of*
196 *all members present.*

200 The foregoing was approved by the West Bountiful City Council on February 4, 2020, by a
201 unanimous vote of all members present.

203
204

Cathy Brightwell (City Recorder)

PENDING – NOT YET APPROVED

Minutes of the special meeting of the West Bountiful City Council was held on **Tuesday, January 16, 2020** at West Bountiful City Hall, 550 N 800 West, West Bountiful, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Ken Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece and Rod Wood

STAFF: Duane Huffman (City Administrator)

VISITORS: None

1. **The Meeting was called to order by Mayor Romney.**

2. **Executive Session for the Purpose of Discussion Items as Allowed Pursuant to UCA 52-4-205.**

MOTION: *James Bruhn made a Motion to move into executive session at 7:31 pm in the police training room for the purpose of discussing the character, professional competence, or physical or mental health of an individual. Mark Preece seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye

Mark Preece – Aye

James Bruhn – Aye

Rod Wood – Aye

Kelly Enquist – Aye

MOTION: *James Ahlstrom made a Motion to close the executive session. James Bruhn seconded the Motion which PASSED by unanimous vote of all members.*

3. **Adjourn.**

The meeting was adjourned following the Executive Session.

The foregoing was approved by the West Bountiful City Council on February 4, 2020, by a unanimous vote of all members present.

Cathy Brightwell (City Recorder)