

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Andrew Williams

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West Bountiful, Utah 84087

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City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A
REGULAR MEETING AT 7:30 PM, ON TUESDAY, JUNE 20, 2017,
AT CITY HALL, 550 N 800 WEST**

Invocation/Thought – Kelly Enquist; Pledge of Allegiance – James Ahlstrom

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Update by Bountiful Davis Art Center's Executive Director Emma Dugal & Alysa Revell, on the Upcoming Summerfest International Folk Festival.
4. Consider Resolution 420-17, A Resolution Authorizing a Land Lease Agreement with Verizon Wireless, LLC.
5. Consider Award of 2017 Property, Liability, and Workers Compensation Insurance.
6. Consider Resolution 417-17, A Resolution Enacting the FY 2017/2018 Budget and Establishing the Property Tax Rate.
7. Consider Resolution 418-17, A Resolution Approving the Form of the Lease/Purchase Agreement with ZB, N.A., Salt Lake City, Utah and Authorizing the Execution and Delivery Thereof.
8. Consider Resolution 419-17, A Resolution Approving the Form of the Conditional Sale Agreement with Yamaha Motor Finance Corporation and Authorizing the Execution and Delivery Thereof.
9. Consider Award of Cart Path Seal Coat Project.
10. Police Report.
11. Public Works Report.
12. Administrative Report.
13. Mayor/Council Reports.
14. Approve Minutes from the June 6, 2017 City Council Meeting.
15. Executive Session for the Purpose of Discussing Items Allowed Pursuant to Utah Code Annotated 52-4-205.
16. Adjourn.

Individuals needing special accommodations during the meeting should 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 June 15, 2017.



MEMORANDUM

TO: Mayor & Council
DATE: June 15, 2017
FROM: Duane Huffman
RE: **Cell Tower Land Lease Agreement**

As discussed at previous meetings, West Bountiful City staff has worked with Verizon Wireless since 2015 related to their proposal to locate a cell phone tower on the city's property near the undeveloped Jessi's Meadow Park. Included with this memo is a resolution authorizing approval of a land lease agreement for this tower. This memo briefly reviews the terms of the agreement.

Location

West Bountiful City was contacted by a firm representing Verizon in late 2015 concerning the potential of locating a cell phone tower on city property off 1200 N. Staff and our consultants believe that Verizon is attempting to build capacity to better serve Legacy Parkway and expected future development. Verizon is limited in their location options in this area based on: (a) City Code requiring them to locate first on city property if possible, (b) wetlands, and (c) high-voltage power lines. Based on these limitations and the city's desire to protect the future best use of city owned property, the location is proposed to be on the undeveloped Jessi's Meadow Park as shown on Exhibit B of the agreement.

At the request of neighboring residents, staff approached Verizon about moving the tower as much to the south as possible, but due to the power lines, the location shown is the farthest south it could be placed.

Access

The tower will be accessed in the near-term through what is known as the West Yard, and the agreement protects Verizon's and their sub-lessees right to access it by way of easement. If the property is developed in the future, the access may be changed as long as it remains on a public right-of-way (Section 5 of the agreement). The tower will not be accessed by the current easement to the park on the neighbor's property. Verizon is providing a \$10,000 signing bonus in part for consideration of this access.

Lease Revenue

The proposed agreement outlines the payment terms in Section 3. The base amount will be \$1,800/month, and it will increase by 2% each year. If additional carriers make use of the tower, they will pay either \$800/month or \$1,000/month depending on what is installed, and these payments will increase 3% each year. These amounts are on the high-end of what I have been able to find in comparison to what other cities receive.

Term

The initial term of the agreement is 5 years, and the lessee has the right to extend for an additional 20 years in 5 year increments.

Nuisance Concerns

At the request of neighboring residents, staff worked with Verizon on issues such as noise, lights, and access. Noise is addressed in Section 31 of the agreement, and based on information provided by Verizon and the city's consultant, access will be infrequent (generally once a month per carrier) and lighting will be minimal.

The city attorney has reviewed the proposed agreement and finds it acceptable.

If the city council finds the cell tower to be in the best interest of the community, staff recommends the authorization of this proposed agreement.

WEST BOUNTIFUL CITY

RESOLUTION #420-17

A RESOLUTION AUTHORIZING A LAND LEASE AGREEMENT WITH VERIZON WIRELESS LLC.

WHEREAS, Verizon Wireless LLC. desires to install, maintain and operate a communications tower and ground based communications equipment on property owned by the City;

WHEREAS, the City Council, in exercise of its management of public property, believes that it is in the best interest of the public to allow Verizon Wireless LLC. to install, maintain and operate these items per the terms of a proposed lease agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City:

Section 1. Land Lease Agreement. The Land Lease Agreement between West Bountiful City and Verizon Wireless LLC. attached hereto is acceptable by the City Council.

Section 2. Authorization to Sign Agreement. After acceptance by Verizon Wireless LLC., the Mayor of West Bountiful City is hereby authorized to sign the Agreement for and in behalf of the City.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage and authorizes and directs the Mayor to execute and cause to be delivered the same.

Passed and approved by the City Council of West Bountiful City this 20th day of June, 2017.

Kenneth Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

ATTEST:

Cathy Brightwell, City Recorder

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 201____, between West Bountiful City, a Municipal Corporation, with its principal offices located at 550 North 800 West, West Bountiful, Utah 84087, hereinafter designated LESSOR, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate a communications tower ("Tower") and ground based communications equipment (the "Equipment") (collectively, the Tower and Equipment are the "Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 865 North 1325 West, West Bountiful, County of Davis, State of Utah (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 2,500 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be 5 years, beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the calendar month after LESSEE begins installation of LESSEE's communications equipment or the first day of the calendar month following the date that is twelve (12) months after full execution of this Agreement by the Parties, whichever occurs first.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL/RENTAL EXTENSIONS/ADDITIONAL RENT.

(a). Base rental payments shall begin on the Commencement Date and be due at a total initial annual rental of \$21,600.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 550 North 800 West, West Bountiful, Utah 84087 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Notwithstanding the foregoing, if LESSEE begins installation of LESSEE's communications equipment on a date prior to the Commencement Date (the "Installation Date"), LESSEE shall pay, along with the initial rental payment, prorated rent of the period between the Installation Date and the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by

electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c). The annual base rental for the second (2nd) year of the initial term and for each year thereafter including any and all extension terms shall be equal to 102% of the annual rental payable with respect to the immediately preceding year.

(d). Additional Rent. In the event LESSEE separately licenses any space on the Tower and within the Premises to another communications provider (additional ground space may be required for multiple collocators, however LESSEE will not pay for a larger lease area if needed), LESSEE shall pay as additional rent each month the following initial amounts once LESSEE's Agreement commences with collocator:

- (i) \$800.00 per month for a provider that only installs equipment cabinets; or
- (ii) \$1,000.00 per month for a provider that installs equipment cabinets and a generator or an equipment shelter, with or without a generator.

This Additional Rent amount shall increase by 3% annually every 12 months from the initial installation of such sub-licensee's equipment. LESSEE shall not grant a license to any sub-licensee for a term that exceeds the Term provided in this Agreement, and any such license must be freely assignable to LESSOR or its successors in interest under early termination of this Agreement.

(e). As additional consideration for this Agreement and the Parties' negotiation thereof, LESSEE shall pay to LESSOR as additional rent a one-time signing bonus in the amount of \$10,000.00, such payment to be made within 60 days of full execution of the Agreement.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a twelve (12') foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSOR has the right to upgrade, change or eliminate fencing around the Premises by providing an alternate means to secure LESSEE's equipment.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) with three (3) months' prior notice to LESSOR, LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Upon the expiration or earlier termination of this Agreement, LESSEE shall execute and deliver to LESSOR a Bill of Sale in a form agreeable by the Parties, transferring all of LESSEE's right, title and interest in and to the Tower, fencing and equipment pad constructed by LESSEE; and LESSEE shall remove its antenna, equipment cabinet/shelter, generator (if any) and transmission lines from the Tower, Premises and Easement without damaging the same as provided in Paragraph 14.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying

Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (801) 292-4486, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (as defined below) and restore the Premises and Easement to its original condition, reasonable wear and tear and casualty damage excepted. For purposes of Paragraphs 14 and 15 only, LESSEE's Communications Equipment means its antenna(s),

transmission lines, equipment cabinet/shelters, generators and any other mechanical/electronic devices located on the Premises or within the Easement, but specifically does NOT include the Tower, equipment pad and fencing around the Premises. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at 120% of the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed, which must occur within twelve (12) months after the expiration or termination of this Agreement.

15. HOLDOVER. In the event LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at 120% of the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed, which must occur within twelve (12) months after the expiration or termination of this Agreement.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion. Notwithstanding the foregoing, any tenant that may desire to sublet space upon LESSEE's communications facilities shall be required to lease separate ground space directly from LESSOR for placement of any ancillary equipment at the Property in order that LESSOR may have the opportunity to achieve a separate agreement with that entity related to any associated use of LESSOR's Property. LESSOR's ground space agreement with any additional carriers shall be subject to the terms of this Agreement and shall co-terminate upon the expiration or earlier termination of this Agreement.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: West Bountiful City
550 North 800 West
West Bountiful, Utah 84087

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) LESSEE fails to pay rent within 15 days after it is due; (ii) either Party otherwise fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (iii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under applicable law, including the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances on the Property that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises and the Easement; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without

regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. NOISE. LESSEE shall ensure that any of its Equipment or any sub-licensee equipment shall not produce any noise that exceeds 55 db as measured at any portion of the Property boundary.

Generators must be equipped with noise suppression equipment to ensure compliance with these limitations and may only be tested weekdays between 9:00 a.m. and 4:00 p.m.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: West Bountiful City, a Municipal Corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: Verizon Wireless (VAW) LLLC
d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Parcel 1:

BEG 1 ROD N FROM THE SW CORNER OF THE SE 1/4 OF SEC 14-T2N-R1W, SLM; & RUN TH N 89°59'38" E 122.07 FT; TH S 0°27'23" E 417.08 FT; TH S 89°35'54" W 220.00 FT; TH N 0°27'23" W 418.60 FT; TH N 89°59'38" E 97.94 FT TO THE POB.

06-032-0079

Parcel 2:

BEG AT A PT WHICH IS N 89°59'38" E 122.07 FT ALONG THE SEC LINE & N 0°27'23" W 16.50 FT FROM THE S 1/4 CORNER OF SEC 14-T2N-R1W, SLM; & RUN TH N 89°59'38" E 1674.57 FT, M/L, TO THE W LINE OF WEST BOUNTIFUL CITY; TH ALONG SD LINE S 0°27'23" E 396 FT; TH S 89°59'38" W 1674.57 FT, M/L; TH N 0°27'23" W 396.00 FT TO THE POB.

06-032-0080

Parcel 3:

BEG ON THE W LINE OF WEST BOUNTIFUL CITY AT A PT WHICH IS N 89°59'38" E 1797.14 FT & S 0°27'23" E 379.50 FT FROM THE N 1/4 CORNER OF SEC 23-T2N-R1W, SLM; & RUN TH S 89°59'38" W 2094.14 FT, M/L, TO THE W LINE OF THE GRANTORS PROPERTY; TH S 5°42'22" E 24.08 FT TO A FENCE LINE; TH ALONG SD FENCE LINE N 89°35'54" E 2091.85 FT, M/L, TO THE W LINE OF WEST BOUNTIFUL CITY; TH N ALONG SD LINE 9.52 FT TO THE POB.

06-032-0092

Parcel 4:

Lot "A", Jessi's Meadow P.U.D, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

06-192-0041

EXHIBIT "B" (Page 1 of 2)
SITE PLAN OF THE PREMISES

VERIZON WIRELESS LEASE SITE DESCRIPTION:

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 89°59'38" EAST 2414.92 FEET ALONG SECTION LINE AND SOUTH 410.36 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (SAID NORTHWEST CORNER BEING SOUTH 00°32'10" EAST 94.35 FEET AND SOUTH 89°59'38" WEST 5275.46 FEET FROM A FOUND WITNESS MONUMENT TO THE NORTHEAST CORNER OF SECTION 23) AND RUNNING THENCE NORTH 89°31'12" EAST 50.00 FEET; THENCE SOUTH 00°28'48" EAST 50.00 FEET; THENCE SOUTH 89°31'12" WEST 50.00 FEET; THENCE NORTH 00°28'48" WEST 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2500 SQ. FT. OR 0.057 ACRES, MORE OR LESS, (AS DESCRIBED).

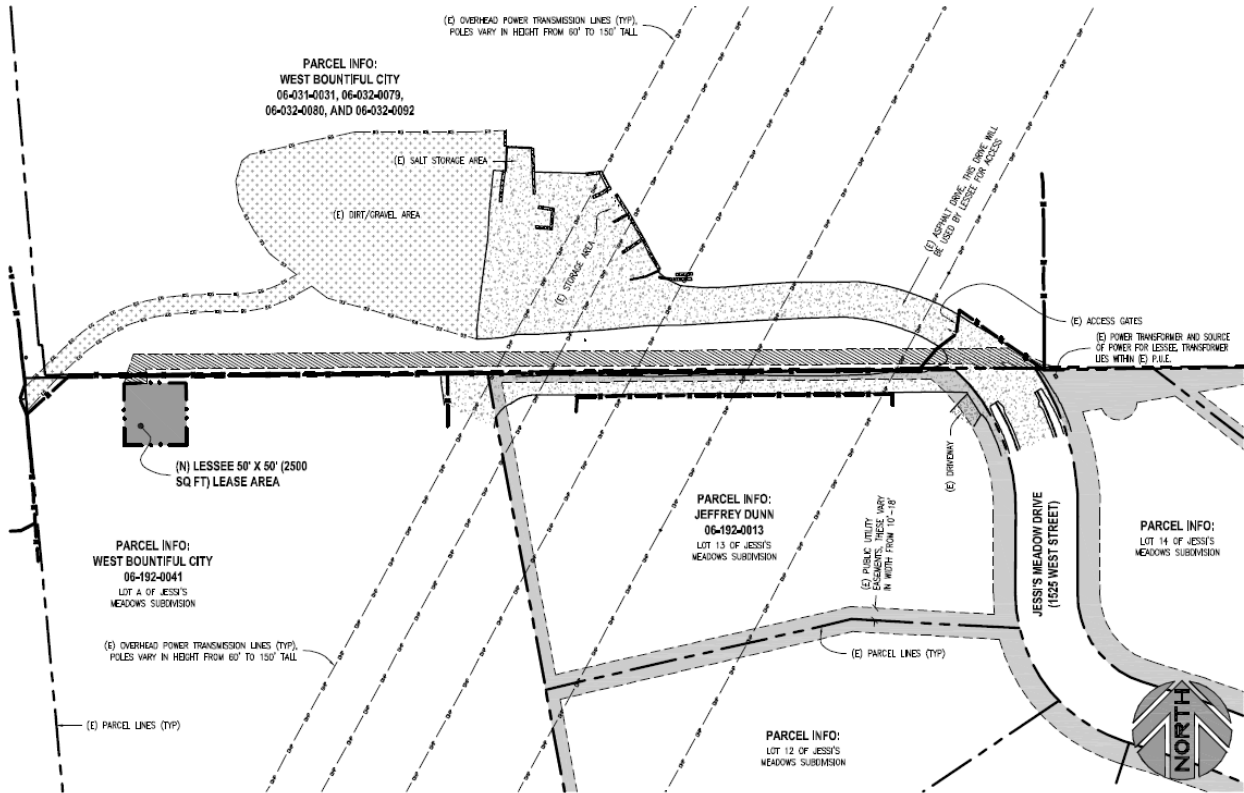
VERIZON WIRELESS ACCESS AND UTILITY EASEMENT DESCRIPTION:

A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, AND INSTALLING UNDERGROUND UTILITIES, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA, SAID POINT BEING NORTH 89°59'38" EAST 2421.24 FEET ALONG SECTION LINE AND SOUTH 410.31 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (SAID NORTHWEST CORNER BEING SOUTH 00°32'10" EAST 94.35 FEET AND SOUTH 89°59'38" WEST 5275.46 FEET FROM A FOUND WITNESS MONUMENT TO THE NORTHEAST CORNER OF SECTION 23) AND RUNNING THENCE NORTH 17°40'47" EAST 18.24 FEET; THENCE SOUTH 00°28'48" EAST 17.33 FEET, TO THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA; THENCE RETRACING PREVIOUS CALL, NORTH 00°28'48" WEST 17.33 FEET; THENCE NORTH 89°35'54" EAST 673.09 FEET; THENCE SOUTH 59°06'24" EAST 21.92 FEET, MORE OR LESS, TO NORTH RIGHT-OF-WAY LINE OF JESSI'S MEADOW DRIVE (1255 WEST); THENCE RETRACING PREVIOUS CALL, NORTH 59°06'24" WEST 21.92 FEET; THENCE NORTH 89°35'54" EAST 28.52 FEET; THENCE SOUTH 65°53'45" EAST 27.34 FEET, MORE OR LESS, TO THE NORTH LINE OF JESSI'S MEADOW, P.U.D. AND TERMINATING.

CONTAINS: 0.210 ACRES, MORE OR LESS, (AS DESCRIBED).

EXHIBIT "B" (Page 2 of 2)



MEMORANDUM



TO: Mayor & Council

DATE: June 15, 2017

FROM: Duane Huffman

RE: **Award of Liability, Property, and Workers Comp Insurance**

The city's arrangement for liability, property, and workers compensation insurance is set to expire at the end of June. To ensure that the city continues to receive the best value and appropriate levels of coverage, a request for proposals was published this spring. Four responses were received, and in light of the complexity of the review, I commissioned the services of Lewis Young Robertson and Burningham (LYRB) for their analysis.

The LYRB report and corresponding responses from the proposers is included with this memo for your review. It recommends the Utah Local Government Trust (ULGT) for all requested insurance needs.

I respectfully disagree with the recommendation made by LYRB. With the understanding that LYRB was limited in their scope to the original RFP and responses, I believe the report does not capture the following points:

1. The ULGT has a history and pattern of denying both coverage and defense. Over the past three years, the ULGT has denied important West Bountiful City claims in relation to land use development (Wendell Wild Claim) and the city's participation with the Commons Development. While the ULGT coverage appears good on paper, if it is not applied in a favorable way, it is of no use to the city. I understand that other insurance providers may have also denied coverage, but I believe the Utah Risk Management Mutual Association (URMMA) would have provided defense as a significant cost savings to the city.
2. The ULGT provides poor customer service. They contract out their claims handling to Constitutional State Services based out of Colorado and Illinois. This means that city staff and residents are generally not dealing with claim adjusters in person.
3. The ULGT as an organization lacks proper oversight and has a history of "excess" as documented by the Utah State Auditor. The [2016 audit report](#) found "unnecessary and extravagant expenditures," "improper influence over public officers through questionable promotional activities," and "excessive CEO compensation." I have personally witnessed some of these activities such as un-needed gifts (they once tried to send me a remote control helicopter for my birthday) and excessive parties. It is important to remember that all of their funding comes from member fees, so it should be treated as the tax-payer money that it is.

Based on my experiences with both the ULGT and URMMA, I believe that the quasi-self-funded model provided by URMMA would be in the city's best long-term interests, and I recommend that the city arrange for liability and property insurance through URMMA and workers compensation insurance through the ULGT. That being said, I will support whatever decision the council makes, and it would certainly be justified in following the recommendation as made by LYRB.

INSURANCE PROPOSAL REVIEW

WEST BOUNTIFUL CITY, UTAH



JUNE 2017
LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.



INSURANCE REVIEW

Lewis Young Robertson and Burningham, Inc. ("LYRB") and the Hatch Insurance Group were retained by West Bountiful City ("City") to review responses to the City's request for proposal ("RFP") for 2017 Property, Liability and Workers Compensation Insurance. The City received proposals from four companies including:

- ☐ Moreton & Company,
- ☐ Olympus Insurance,
- ☐ Utah Local Governments Trust ("ULGT") and
- ☐ Utah Risk Management Mutual Association ("URMMA").

The proposals received by the City fall into two categories: 1) insurance based, and 2) pooled risk. The Moreton & Company and Olympus Insurance proposals are insurance based, meaning the firm is brokering the requested coverage and providing quotes for the annual premiums. In contrast, the ULGT and URMMA proposals are pooled-risk programs where member entities, which share similar risk, contribute financial resources to cover losses.

As a municipality, West Bountiful City (the "City") benefits from the extensive experience risk managers in a pooled risk program have with losses directly related to cities. In addition to the depth of knowledge and special focus on risks related to municipalities, the pooled risk options are more cost effective to the City than the insurance based proposals.

The Moreton proposal lacked depth and was not clearly and professionally responsive to the City's RFP. The annual premium quote was the highest of the four proposals at \$100,983. The high premium and the lack of detail were grounds for removal of the proposal from the consideration pool. The Olympus proposal was responsive to the RFP and presented all information in a clear manner. The total annual premium was second highest at \$78,444, next to Moreton. While the proposal has merit, based on its insurance based approach and the annual cost, it was removed from the potential candidate pool.

RECOMMENDATION

Based on the assumption the City will be best served from a pooled risk program, the ULGT and URMMA proposals were carefully compared (a cost matrix is included for all four proposals in Appendix A). Based on this comparison, LYRB recommends ULGT as the City's insurance provider based on the proposal's merits, costs and coverage. Table 1.1 includes the annual premium costs associated with ULGT's proposal.

TABLE 1.1: ULGT ANNUAL PREMIUM

COVERAGE CATEGORY	ULGT ANNUAL PREMIUM
Property	\$10,220
General Liability	\$28,400
Law Enforcement	<i>Included in General Liability</i>
Employee Benefits Liability	<i>Included in General Liability</i>
Special Event Liability	<i>Included in General Liability</i>
Employment Practices Liability	<i>Included in General Liability</i>
Public Official Liability	<i>Included in General Liability</i>
Automobile	\$1,645
Workers Compensation	\$17,017
Total Annual Premium	\$57,282
TAP Grant	(\$1,420)
Net Annual Premium	\$55,865

Below is an explanation of the merits of ULGT's proposal and proposed coverage package as compared to the URMMA proposal.

POOL SIZE

In a pooled risk program, size matters. ULGT is owned by more than 500 members which brings depth of experience, training and exposure to potential risks. In contrast, URMMA consists of 15 cities and lacks the same level of diversification that ULGT enjoys.

DIVIDEND

When the ULGT pool out-performs the actuarial projections, the pool members receive a dividend. The City received a \$9,160.18 dividend in 2016 through ULGT. The URMMA proposal did not cite a dividend potential in their proposal.

WORKERS COMPENSATION

The City's RFP specifically included a request for details regarding Workers Compensation. However, the URMMA proposal did not include a quote for Workers Compensation in their price estimate of \$44,072. Presumably, the inclusion of this insurance category would affect the annual premium quoted by URMMA, which was the lowest bid. The ULGT clearly stated the Workers Compensation premium at \$17,017, the lowest bid provided for this category. If the estimated premium cost associated with Workers Compensation were to be added to the URMMA proposal, the URMMA estimated premium would increase to over \$61,000.

TREASURERS BOND

The URMMA proposal did not include a quote for a Treasurers Bond limit or deductible. The ULGT proposal quoted the limit at \$5,000,000 and the deductible at \$1,000.

POOL STRUCTURE

The URMMA proposal requires each member to pay 20% of all payments made per year for a five-year period with a stipulation that the reimbursement for the single largest loss will not increase the annual premium by more than 25%. The ULGT proposal does not force require a fixed payment.

COHESIVE COVERAGE

URMMA partners with Moreton & Company, a competing proposer, to provide property and high-value auto coverage. Partnering with an outside provider can result in gaps in the coverage and lacks a cohesive structure when all risks are not covered under the same umbrella group. The ULGT does not partner with an outside provider and is cohesive.

ANNUAL APPRAISALS

The ULGT proposal includes a property appraisal every five years, with the next appraisal to take place in the next 6 months. This process can help the City avoid over or under insuring property. The URMMA proposal did not include a property appraisal.

GENERAL LIABILITY LIMITS

The ULGT proposal includes a higher general liability limit (\$10,000,000 vs. \$6,000,000) than the URMMA proposal.

AUTO DEDUCTIBLE

The ULGT auto deductible is \$500 while the URMMA deductible is \$1000.

ADDITIONAL RECOMMENDATIONS

West Bountiful City has a longstanding relationship with ULGT. Based on this relationship and the proposal ULGT submitted, LYRB recommends the City discuss a calendar of events ULGT will execute as part of a renewed contract. The Olympus proposal includes an example calendar of the meetings, trainings, updates, assessments and analyses that will be performed throughout the year (See Olympus Insurance Proposal, p. 35). The City may benefit from including a calendar in its contract to ensure it receives the best insurance and customer service available.

APPENDIX A

RFP Requirements		Moreton	URMMA	ULGT	Olympus
Property					
Flood & Earthquake Included			\$200M Shared		
Flood & Earthquake Deductible			\$100k or 1% of Loss		\$50,000
Replacement Cost w/Agreed Value					
Blanket Coverage			Yes		Yes
Deductible per Occurrence	\$1k - \$2.5k		\$5,000		\$1,000
Miscellaneous Unscheduled Equipment					
Limit	\$100,000				
Maximum any One Item	\$5,000				
Deductible	\$500				
Boiler & Machinery			\$10,000,000		
Annual Premium		\$14,171	\$9,411	\$10,220	\$8,324
Mechanical Breakdown					
Limit	\$10,000,000				
Deductible	\$1,000				
Annual Premium		Not Quoted	Not Quoted		Included in Property
Inland Marine					
Mobile Equipment > \$50,000					
ACV Basis					
Deductible per Piece of Equipment	\$1,000				\$1,000
Annual Premium		Included in Property	Not Quoted		\$1,943
General Liability Incl. Law Enforcement					
Each Occurrence	\$1,000,000		\$6,000,000	\$10,000,000	\$1,000,000
Personal & Advertising Injury					\$1,000,000
Products & Completed Operations Aggregate					\$3,000,000
General Aggregate	\$5,000,000		Unlimited		\$1,000,000
Fire Damage					\$1,000,000
Medical Expense (No-Fault)					\$5,000
Law Enforcement (each wrongful act)	\$10,000,000		Included with GL	Included with GL	
Employee Benefits Liability			Included with GL	Included with GL	



RFP Requirements		Moreton	URMMA	ULGT	Olympus
Deductible per Occurrence			\$1,000	\$-	\$1,000
Aggregate Limit per Location or Project					
Occurrence Form					
Independent Contractors Included					
Contractual Liability Included					
Newly Acquired Locations or Operations					
Abuse and Molestation					
Cross Liability Exclusion Deleted					
Blanket Additional Insured					
Special Event Liability			Included with GL	Included with GL	
Annual Premium		\$17,985	\$29,885	\$28,400	\$18,316

Employment Practices Liability

Limit each Wrongful Act		Not Quoted	Included with GL	Included with GL	\$1,000,000
Aggregate					\$2,000,000
Deductible					\$2,500
Annual Premium					\$2,347

Automobile

Liability per Occurrence	\$1,000,000		Included with GL	Included with GL	\$1,000,000
Physical Damage for Vehicles > \$50,000					
Physical Damage Deductible per Occurrence			\$1,000	\$500	\$1,000
Physical Damage Premium			\$199/vehicle annually		
Personal Injury Protection	\$10,000				\$10,000
Uninsured Motorist	\$1,000,000				\$80,000
Underinsured Motorist	\$1,000,000				\$80,000
Off Duty Auto Liability (two vehicles)	\$1,000,000				
Annual Premium		\$18,300	\$4,776	\$1,645	\$13,076

Public Official Liability

Limit	\$1,000,000		Included with GL	Included with GL	\$1,000,000
Deductible					\$2,500
Claims Made Form (6/30/12 retro date)					
Defense Costs Outside Limits					
Annual Premium		\$9,044			\$906

RFP Requirements		Moreton	URMMA	ULGT	Olympus
Treasurers Bond					
Limit	\$1,600,000		Not Quoted	\$5,000,000	\$1,600,000
Deductible				\$1,000	
Annual Premium		\$1,026			\$1,633
Crime Blanket Bond					
Limit per Wrongful Act	\$100,000		\$250,000	Included in Bond	\$100,000
Annual Premium		\$618			Included in Treasurer
Umbrella/Excess Liability					
Limit	\$5,000,000	Quoted	Not Quoted	Not Quoted	\$4,000,000
Alternate Limit	\$10,000,000	Not Quoted	Not Quoted	Not Quoted	\$10,000,000
Annual Premium		\$9,686			\$4,000
Risk Management Services					
Annual Fee		\$8,500	\$-	\$-	\$-
Workers Compensation					
Accident Injury	Statutory		Not Quoted	Statutory	Statutory
Employers Liability					
Per Accident	\$1,000,000		Not Quoted	\$1,000,000	\$1,000,000
Per Employee	\$1,000,000		Not Quoted	\$1,000,000	\$1,000,000
Policy Limit	\$1,000,000		Not Quoted	\$1,000,000	\$1,000,000
Annual Premium		\$30,153		\$17,017	\$27,899
TOTAL ANNUAL PREMIUM		\$100,983	\$44,072	\$57,282	\$78,444
TAP Grant				(\$1,420)	
Net Annual Premium		\$100,983	\$44,072	\$55,862	\$78,444

UTAH LOCAL GOVERNMENTS TRUST

55 South Highway 89, North Salt Lake, UT 84054
801.936.6400 • 800.748.4440 • 801.936.0300 www.utahtrust.gov



June 15, 2017

Insurance Selection Committee
c/o Patrice Twitchell, Finance Clerk (ptwitchell@wbcity.org)
West Bountiful City
550 North 800 West
West Bountiful, UT 84087

RE: INSURANCE PROPOSAL REVIEW

Dear Committee,

Thank you for sending over the Insurance Proposal Review provided by your outside consultants: Lewis Young Robertson & Burningham, Inc. and The Hatch Insurance Group. We have great respect for your consultants and agree with their findings and their recommendation that the Utah Local Governments Trust continue its 27-year partnership with West Bountiful City.

We value our relationship and value your contribution to the Trust. We hope you find added confidence in the fact that the Utah Local Governments Trust has insuring relationships with 89% of Utah's Cities and Towns, 72% of Utah's Special Districts, and 38% of Utah's Counties – diversity and scale that benefits you directly. Each year, the Trust retains more than 99% of its 540 members.

I have high regard for your City Manager, Duane Huffman. Duane stands out as a leader in local government for delivering results around safety and loss prevention. Under his leadership, West Bountiful has successfully completed the Trust Accountability Program for the past three years. This achievement has resulted in added financial savings to West Bountiful. Perhaps more importantly, because of his effectiveness, your people and those in your community are safer and are able return home to their families at night. Duane's results and track record are impressive.

I've included a summary of what you will see over the next 12 months as we roll up our sleeves and continue to work together to help you accomplish your goals around safety and loss prevention. Please pass along a copy of this letter and our 12-month plan to the City Council.

Thank you for your continued confidence and partnership – the future is bright.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve", written over a horizontal line.

Steven A. Hansen, CEO

Enclosures

MEMBER SERVICE PLAN

Q1

- SERVICE APPROACH
- WC SAFETY PROGRAMS
- TAP MEETING
- PERFORMANCE SCORECARD

Q2

- TRAINING PLAN
- BUILDING INSPECTIONS (AS NEEDED)
- PROPERTY APPRAISAL
- PERFORMANCE SCORECARD

Q3

- EMOD ANALYSIS
- PARK INSPECTIONS (AS NEEDED)
- SAFETY COMMITTEE MEETING
- PERFORMANCE SCORECARD

Q4

- CERTIFICATE OF INSURANCE REVIEW
- RENEWAL DISCUSSION
- COVERAGE OVERVIEW
- PERFORMANCE SCORECARD

**Additional services custom-fit as per the City's needs.*



To: West Bountiful City
From: Utah Risk Management Mutual Association

June 15, 2017

Re: Response to Lewis Young Robertson & Burningham, Inc. Report and Recommendation

We appreciate the opportunity to respond to the report prepared by LYRB for your city. While we have a great deal of respect for LYRB and the work they do for cities across the State, we believe there is a serious weakness in the report and recommendation. LYRB points out the benefits to a city of belonging to a municipal pool and then compares the Utah Local Government Trust (ULGT) with URMMA from a financial standpoint. This leaves a crucial part of the story untold.

URMMA's philosophy is quite unique. It allows a city to be self-insured and still be protected from large losses. This allows a city to control its own destiny with respect to avoiding and handling losses and claims. A city that is serious about establishing a risk avoidance culture among its employees can reap huge benefits from URMMA's philosophy. They can anticipate weaknesses, reduce risk, claims and lawsuits, and ultimately save money over the long run.

Contrary to the assertion of the LYRB report, URMMA's small size is actually an advantage over the ULGT. With over 500 members it seems virtually impossible for ULGT to give the personal service and attention to each one. On the other hand, this is URMMA's trademark. Our emphasis is on individualized loss control and personal service for each member city, not on marketing ourselves.

We have a very thorough inspection and training program. On at least a quarterly basis, we personally visit each of our cities. We conduct multiple training sessions on city requested topics, as well as mandated topics on liability. Our computerized training program is outstanding. We conduct two detailed inspections in each city every year, in which we inspect 111 different aspects of the city's operations and facilities. After the first inspection in the Fall, we provide a detailed list of things to work on. In the second inspection in the Spring, we follow up on the items that needed attention, allowing each city to eliminate exposure annually.

This personal attention extends to our claims handling and lawsuits as well. Rather than having an out-of-state adjuster handle the claim, which is what happens with a typical insurance company and most pools, our adjuster is local and will actually meet with city officials to discuss the claim. Since the city is self-insured (except for the cap on large losses and the reinsurance coverage) we allow the city to call the shots on its claims and lawsuits. You will make the decision as to whether to deny or pay, settle or fight, and the amount of money you want to pay on a particular claim. A large insurance company simply doesn't have the luxury of providing this type of service and local control.

None of these factors were accounted for in the LYRB report. We believe they should have been.

As to workers' compensation coverage, URMMA's proposal did not contain a quote because we do not provide workers' compensation. Our cities all procure their coverage from different providers, some from the ULGT, some from the Workers Compensation Fund of Utah (WCF) and a couple from other providers. Our cities who have their workers' compensation coverage with WCF report they are very happy with both the service and the premiums.

Patrice Twitchell

From: Darrell Child <darrellchild@olyins.com>
Sent: Wednesday, June 14, 2017 10:48 AM
To: Patrice Twitchell
Cc: Taylor Child; Brian Child
Subject: West Bountiful Insurance RFP Consultants Report
Attachments: West Bountiful Insurance Proposal Review.pdf

Patrice:

We appreciate you forwarding the consultant's report, which provides cost detail on the four proposed insurance proposals included in the current insurance RFP. The consultant's report does not provide detail on the specific coverage design, analysis of policy forms or financial ratings of the insurance providers. These are typically included in detailed review of insurance proposals, and may or may not have been given weight to the review process. The private insurance market is backed by highly rated and fully regulated insurance carriers, that provide a high degree of assurance that any insured claim obligation will be met promptly and effectively. Over time the private insurance providers have also refined policy forms and coverage offerings, which in many instances present measurable enhancement to the scope and design of the insurance, presenting areas where the private market more responsive to specific types of claims that may not be covered by pooled risk providers.

With all of that stated we also recognize that the City has made a good faith effort to carefully consider the providers of insurance, and should be commended for undertaking an insurance review. Many municipalities do not endeavor to review different providers, which may cause cost to escalate over time or allow for the limits and coverage design to not be progressive to the changing needs of the organization.

Thanks for consideration of our proposal, and even though we are not recommended and most likely will not be given the award, we would also like to let you and others in the City know that we would be glad to assist in any professional capacity or participate in future RFP reviews, as they City may conduct in the future.

Thanks

B. Darrell Child
Olympus Insurance Agency



220 Morris Avenue Suite 340
Salt Lake City, UT 84115
(801) 486.1373 | (877) 759.9935

Patrice Twitchell

From: Wendell Bosen <wbosen@moreton.com>
Sent: Thursday, June 15, 2017 7:47 AM
To: Patrice Twitchell
Subject: RE: West Bountiful City Ins RFP

Dear Patrice,

We appreciated to opportunity to participate in your RFP. I am responsible for Moreton's response and any lack there in. Let me give a quick explanation of the insurance broker/agent world. Insurance carriers will only provide quotes for one agent and they use a first come basis. Some brokers/agents send out applications immediately to all carries. This is known as blocking the markets. Your RFP came when I was out of town and I was thus slow to send applications. 3 of our 4 best carriers were thus "blocked." This is why having a single trusted broker with access to all markets is best and it is common to use an RFP for broker services versus for insurance quotes.

For most of our Municipal clients we use a fee agreement as we proposed for West Bountiful in our response as "option 1." Our strength is as risk management consultants. We not only provide our clients quotes from insurance carriers but also from pools and risk retention groups. We then provide an analysis of not just pricing but the advantages and disadvantages of various levels of self-insurance and the specific services included with insurance coverages. We have some of the most knowledgably people in public entity risk management and insurance in the State. Again – Thank you for the opportunity to participate. We wish you success in your risk management efforts!

Sincerely,

Wendell Bosen
Moreton & Company
Office: 801-715-7092
Mobile: 801-209-9354

From: Patrice Twitchell [<mailto:ptwitchell@wbcity.org>]
Sent: Wednesday, June 14, 2017 9:05 AM
To: Wendell Bosen
Subject: West Bountiful City Ins RFP

West Bountiful City asked the consulting firm Lewis Young Robertson & Burningham, Inc. (LYRB). to conduct a review of the proposals received in response to the 2017 RFP for liability, property and workers compensation insurance. Their review is attached to this email. Respondents now have the opportunity to provide a short response to the report by LYRB. Please return any response to me by 4pm on June 15, 2017. The City Council will consider making an award at their regular meeting on June 20, 2017. The meeting starts at 7:30pm. Respondents will not be asked to make any presentations, but may wish to be present to respond to any questions council members have at the meeting.

Patrice Twitchell
Finance Clerk
West Bountiful City
801.292.4486

MEMORANDUM



TO: Mayor & Council
DATE: June 15, 2017
FROM: Duane Huffman
RE: **FY 2017/2018 Budget**

This memo provides a short review of the budget process to date and outlines options for final adoption.

Process To Date

The budget for the fiscal year ending June 30, 2018 began at the city council's annual strategy meeting in January. From there, city staff and department heads crafted drafts and recommendations that were reviewed at council meetings in March, April, and May. As per state law, the council received a tentative budget at the first regular meeting in May, and a public hearing was held on June 6th.

Highlights of the tentative budget include modest growth in sales tax revenues, funding for a new police officer position, funding for equipment such as a new backhoe, streets capital projects, and continued improvements at Lakeside Golf Course. In June, staff recommended that the draft budget be updated to reduce employee health care expenses and shift funding between fiscal years to reflect the expected timing of projects.

At the June 6th meeting, the council's discussion focused on a newly discovered change in state law that affects the natural growth in property tax revenues. New increases in personal property (primarily business equipment) will no longer be considered "new growth" for revenue collection purposes. This means that large investments in personal property by the refinery will result in lower tax rates for homeowners rather than new revenue. While this change in state law does not affect projections in the city's current draft budget, the council tabled a final decision on the budget to allow for more time to consider the effect of this change.

Options

- A. **Adopt Final Budget Without Change in Property Taxes.** If the city does not intend to change the "certified tax rate," the final budget must be adopted by June 21. A resolution and exhibit have been prepared for this purpose, and the council is free to make changes to the exhibit prior to final adoption.
- B. **Capture Revenue from Personal Property Growth.** To capture revenue related to growth in personal property values (primarily large investments at the local refinery), the city would need to increase the "certified tax rate" that is provided from the county and state tax commission. This could be done in such a way so that homeowners' tax amounts remain the same or lower than last year. The table below provides a few examples of how this could work.

	Rate		Certified Revenue	Average Home	Average Tax Payment	
2015	0.001806		\$974,069	\$262,299	\$261	
2016	0.001684		\$1,246,532	\$284,054	\$263	1.0%
2017 Certified	0.001359		\$1,271,514	\$305,358	\$228	-13.2%
Rate 1	0.001566	15%	\$1,465,188	\$305,358	\$263	0.0%
Rate 2	0.001488	10%	\$1,392,209	\$305,358	\$250	-5.0%
Rate 3	0.001449	7%	\$1,355,720	\$305,358	\$243	-7.5%

If the council is interested in adopting a rate higher than the certified rate, the city must go through the “truth in taxation” process, wherein residents are notified of a potential property tax increase and a public hearing is set in August. For advertising purposes, the city must announce what rate is being considered. The budget will remain “tentative” until a final decision is made regarding the tax rate after the scheduled public hearing.

WEST BOUNTIFUL CITY

RESOLUTION #417-17

A RESOLUTION ADOPTING THE WEST BOUNTIFUL CITY BUDGET AND CERTIFIED TAX RATE FOR THE FISCAL YEAR 2017-2018.

WHEREAS, the City is required to adopt an operating and capital budget for each fiscal year; and,

WHEREAS, the tentative budget has been available for comment and review by the public; and,

WHEREAS, a public hearing was noticed and held on June 6, 2017 to receive public comment on the budget; and

WHEREAS, the City is required to adopt a Certified Tax Rate for each fiscal year; and

WHEREAS, the Office the Davis County Clerk/Auditor has provided and approved an Auditor's Certified Tax Rate of 0.001359 to West Bountiful City:

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful, Utah that the Fiscal year 2017-2018 Budget and Certified Tax Rate be adopted as established in the attached Exhibit A.

EFFECTIVE DATE. This resolution shall take effect immediately upon passage.

Passed and approved by the City Council of West Bountiful City this 20th day of June, 2017.

Ken Romney, Mayor

Voting by the City Council:	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

ATTEST:

Cathy Brightwell, Recorder

General Fund Overview

	Actual 2010-11	Actual 2011-12	Actual 2012-13	Actual 2013-14	Actual 2014-2015	Actual 2015-2016	Final Amend 2016-2017	Tentative 2017-2018	Final 2017-2018
OPENING FUND BALANCE	\$ 442,977	\$ 665,980	\$ 819,406	\$ 1,047,076	\$ 1,292,399	1,300,184	1,741,186	720,134	720,134
REVENUES									
Property Tax	591,494	1,068,194	1,008,091	1,021,561	708,193	1,935,091	1,306,500	1,306,500	1,331,500
Sales Tax	1,130,560	1,206,852	1,237,674	1,331,835	1,366,648	1,471,801	1,780,380	1,794,600	1,812,100
Other Taxes	426,049	416,848	456,275	486,370	501,146	576,694	572,000	621,200	609,000
License and Permits	73,384	89,972	206,553	101,861	119,965	157,692	155,200	93,200	93,200
Fines and Forfeitures	137,655	92,990	77,169	83,642	88,501	50,299	55,000	55,000	55,000
Other	377,328	265,196	431,470	446,515	278,679	247,044	651,900	326,200	326,200
Contributions and Transfers	13,189	33,837	2,294,769	33,251	17,544	41,420	11,665	11,700	11,700
Total Revenues	2,749,658	3,173,890	5,712,002	3,505,035	3,080,676	4,480,040	4,532,645	4,208,400	4,238,700
EXPENDITURES									
Personnel	1,173,362	1,081,025	1,260,226	1,283,783	1,286,452	1,387,376	1,491,624	1,648,900	1,637,700
Contract Services	177,241	194,216	188,611	176,386	186,149	201,970	285,800	210,100	210,100
Operating	568,528	807,228	513,992	654,258	655,086	598,505	891,360	825,200	864,200
Capital	117,423	51,767	572,065	488,902	27,915	95,873	355,100	283,400	412,400
Fire	329,774	371,762	398,817	416,408	435,345	490,766	580,313	590,000	618,600
Debt Service	160,328	162,628	2,128,951	153,502	153,443	153,713	157,500	155,600	155,600
Transfers Out	-	351,840	421,669	86,473	328,500	660,911	685,000	335,000	285,000
Loan Forgiveness/Settlement						449,924	1,107,000	-	-
Total Expenditures	2,526,655	3,020,464	5,484,332	3,259,712	3,072,890	4,039,038	5,553,697	4,048,200	4,183,600
ENDING FUND BALANCE	665,980	819,406	1,047,076	1,292,399	1,300,184	1,741,186	720,134	880,334	775,234
					42.2%	38.9%	15.9%	20.9%	18.3%

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
GENERAL FUND								
<u>TAXES</u>								
10-31-110	CURRENT YEAR PROPERTY TAXES	647,913	1,864,779	1,246,500	1,246,500	1,246,500	1,271,500	Certified Rate
10-31-111	PROPERTY TAXES - PY COLLECTIONS	18,271	25,992	15,000	15,000	15,000	15,000	
10-31-112	VEHICLE FEES	42,009	44,319	45,000	45,000	45,000	45,000	
10-31-130	SALES AND USE TAXES	1,919,472	1,853,383	1,957,862	1,975,000	1,997,000	2,014,500	2% Growth
10-31-142	MUNICIPAL ENERGY SALES TAX	291,084	359,430	225,000	225,000	245,000	245,000	
10-31-144	FRANCHISE TAXES - NATURAL GAS	89,858	95,248	85,000	90,000	95,000	95,000	
10-31-146	MUNICIPAL TELECOMM TAX	103,519	89,904	110,000	90,000	100,000	100,000	
10-31-150	ROOM TAX	16,685	20,950	17,000	19,000	18,000	18,000	
10-31-150	HWY/TRANSPORTATION TAX	-	11,161	160,000	148,000	163,200	151,000	
TAXES Total		3,128,811	4,365,168	3,861,362	3,853,500	3,924,700	3,955,000	
<u>LICENSES AND PERMITS</u>								
10-32-210	BUILDING PERMITS	62,343	81,837	40,000	45,000	40,000	40,000	
10-32-211	PLAN CHECK FEES	22,499	43,542	20,000	20,000	20,000	20,000	
10-32-212	ELECTRICAL FEES	450	405	500	500	500	500	
10-32-216	MECHANICAL FEES	135	225	200	200	200	200	
10-32-220	BUSINESS LICENSE	27,466	27,158	28,000	23,000	28,000	28,000	
10-32-295	OTHER PERMITS - EXCAVATION	5,075	1,488	3,000	65,000	3,000	3,000	
LICENSES AND PERMITS Total		117,968	154,655	91,700	153,700	91,700	91,700	
<u>INTERGOVERNMENTAL REVENUE</u>								
10-33-310	CLASS 'C' ROAD FUNDS	181,241	174,748	195,500	195,500	195,500	195,500	
10-33-320	GRANTS - STATE	12,206	13,201	2,600	16,500	2,800	2,800	
10-33-340	GRANTS - FEDERAL	443	23,648	-	-	-	-	
10-33-345	GRANTS - COUNTY/OTHER	25,000	-	-	30,000	-	-	
10-33-380	STATE LIQUOR FUND ALLOTMENT	8,401	8,012	8,400	9,200	9,200	9,200	
INTERGOVERNMENTAL REVENUE Total		227,290	219,610	206,500	251,200	207,500	207,500	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
CHARGES FOR SERVICES								
10-34-420	SUBDIVISION FEES	19,598	1,210	20,000	20,000	20,000	20,000	
10-34-440	PARK RESERVATION FEES	4,545	5,290	3,700	3,700	3,700	3,700	
10-34-450	HISTORY BOOK SALES	95	-	-	-	-	-	
10-34-460	SALE-COPIES, MAPS & OTHER	95	1	-	-	-	-	
10-34-465	POLICE REPORTS & OTHER REIMBRS	1,997	3,037	1,500	1,500	1,500	1,500	
CHARGES FOR SERVICES Total		26,235	9,537	25,200	25,200	25,200	25,200	
FINES AND FORFEITURES								
10-35-510	FINES & FORFEITURES	88,501	50,299	80,000	55,000	55,000	55,000	
FINES AND FORFEITURES Total		88,501	50,299	80,000	55,000	55,000	55,000	
MISCELLANEOUS REVENUE								
10-36-600	INTEREST EARNED - GENERAL	10,861	34,878	5,000	5,000	5,000	5,000	
10-36-611	INTEREST EARNED - OTHER/TRUST	18	27	-	-	-	-	
10-36-630	YOUTH COUNCIL FUNDRAISER	78	509	-	-	-	-	
10-36-640	SALE OF FIXED ASSETS	-	-	-	34,000	87,000	87,000	FY 17 Loader sell back (split)
10-36-650	FACILITY RENTAL	50	1,089	-	-	-	-	
10-36-685	ADVERTISING REVENUE	40	-	-	-	-	-	
10-36-690	MISC. REVENUE	20,984	13,512	8,000	343,000	8,000	8,000	
MISCELLANEOUS REVENUE Total		32,031	50,015	13,000	382,000	100,000	100,000	
CONTRIBUTIONS AND TRANSFERS								
10-38-805	TXFR FROM CAPITAL IMPROVEMENT FUND	-	5,823	-	-	-	-	
10-38-810	JULY 4TH DONATIONS/FEES	6,000	-	-	-	-	-	
10-38-870	TXFR'S FROM RAP TAX FUND	4,500	4,500	4,500	4,500	4,500	4,500	
10-38-894	TXFR'S FROM CAP PROJECTS	-	-	-	-	-	-	
10-38-897	FROM POLICE FACILITIES FUND	2,165	2,015	2,165	2,165	2,200	2,200	
10-38-899	CONTRIBUTIONS - FUND BALANCE	-	-	-	821,053	-	-	
10-38-900	CONTRIBUTIONS - CLASS C BALANCE	-	-	-	-	-	-	
10-38-901	CONTRIBUTIONS - BOND PROCEEDS	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		12,665	12,338	6,665	827,718	6,700	6,700	
TOTAL GENERAL FUND REVENUE		3,633,595	4,861,622	4,284,427	5,548,318	4,410,800	4,441,100	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
LEGISLATIVE								
10-41-110	SALARIES & WAGES	32,792	40,245	37,270	37,270	40,300	40,300	
10-41-115	SALARIES & WAGES - CC MTGS	-	-	2,100	2,100	-	-	
10-41-132	WORKERS COMP INSURANCE	51	41	60	60	100	100	
10-41-133	FICA TAXES	2,646	3,197	2,851	2,851	2,900	2,900	
10-41-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	61	10	200	200	200	200	
10-41-230	TRAVEL	1,800	1,550	2,300	2,300	2,300	2,300	
10-41-330	SEMINARS & CONVENTIONS	2,857	3,257	2,500	2,500	2,500	2,500	
10-41-610	MISCELLANEOUS SUPPLIES	1,412	1,999	2,000	2,000	2,500	2,500	Handcart candy (\$500)
LEGISLATIVE Total		41,620	50,299	49,281	49,281	50,800	50,800	
COURT								
10-42-311	LEGAL FEES	24,000	27,900	31,800	31,800	31,800	31,800	
10-42-621	WITNESS FEES	533	350	500	500	500	500	
COURT Total		24,533	28,256	32,300	32,300	32,300	32,300	
ADMINISTRATIVE								
10-43-110	SALARIES & WAGES	115,264	131,033	136,511	136,511	146,300	146,300	
10-43-114	SALARIES & WAGES - TEMP/P-TIME	11,970	13,943	13,000	13,000	13,000	13,000	
10-43-125	LONG TERM DISABILITY	681	783	800	800	900	900	
10-43-130	RETIREMENT	20,164	25,015	24,141	24,141	25,900	25,900	
10-43-131	GROUP HEALTH INSURANCE	23,649	27,366	27,081	27,081	30,200	28,800	
10-43-132	WORKERS COMP INSURANCE	795	1,377	2,000	2,000	2,100	2,100	
10-43-133	FICA TAXES	9,668	12,041	11,438	11,438	12,200	12,200	
10-43-134	ALLOWANCES - VEHICLE	2,400	2,400	2,400	2,400	2,400	2,400	
10-43-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	4,727	4,719	5,000	5,000	5,200	5,200	
10-43-230	TRAVEL	4,362	-	-	-	-	-	
10-43-240	OFFICE SUPPLIES & EXPENSE	4,362	4,143	5,000	5,000	5,000	5,000	
10-43-241	POSTAGE	1,729	1,359	2,000	2,000	2,000	2,000	
10-43-250	EQUIPMENT SUPPLIES & MAINT	6,764	7,597	6,000	6,000	6,000	6,000	
10-43-311	CONSULTING SVCS - COMPUTER	8,803	9,456	12,500	12,500	12,500	12,500	
10-43-330	EDUCATION AND TRAINING	1,440	3,047	2,000	2,000	5,000	5,000	ICMA Conference
10-43-440	BANK CHARGES	12,792	13,732	12,000	12,000	12,000	12,000	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
10-43-620	MISCELLANEOUS SERVICES	-	1,863	2,200	12,200	2,200	2,200	
10-43-621	ADVERTISING	2,917	2,091	3,000	3,000	3,000	3,000	
10-43-740	CAPITAL OUTLAY - EQUIPMENT	7,876	-	12,000	12,000	-	-	
10-43-741	CAPITAL OUTLAY - SOFTWARE	299	-	-	-	-	-	
ADMINISTRATIVE Total		236,302	261,967	279,070	289,070	285,900	284,500	
ENGINEERING								
10-46-110	SALARIES & WAGES	48,926	47,378	49,117	49,117	50,100	50,100	
10-46-125	LONG TERM DISABILITY	294	280	300	300	300	300	
10-46-130	RETIREMENT	10,010	8,750	8,779	8,779	9,000	9,000	
10-46-131	GROUP HEALTH INSURANCE	8,080	9,304	9,000	9,000	9,600	9,200	
10-46-132	WORKERS COMP INSURANCE	926	819	1,100	1,100	1,100	1,100	
10-46-133	FICA TAXES	3,774	3,662	3,757	3,757	3,800	3,800	
10-46-134	ALLOWANCES - VEHICLE	2,400	2,400	2,400	2,400	2,400	2,400	
10-46-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	-	160	200	200	200	200	
10-46-330	SEMINARS AND CONVENTIONS	588	667	1,000	1,000	1,000	1,000	
10-46-610	MISCELLANEOUS SUPPLIES	998	1,088	1,000	2,000	1,000	1,000	
10-46-620	MISCELLANEOUS SERVICES	-	-	-	-	1,100	1,100	GPS Connection
10-46-740	CAPITAL OUTLAY - EQUIPMENT	-	8,045	9,000	9,000	-	-	
ENGINEERING Total		75,996	82,553	85,654	86,654	79,600	79,200	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
NON-DEPARTMENTAL								
10-50-110	SALARIES & WAGES-EXITING EMPLOY	5,114	5,311	-	-	-	-	
10-50-132	WORKERS COMP INSURANCE	5,335	-	-	-	-	-	
10-50-133	FICA TAXES - OTHER PAY	19,569	-	-	-	-	-	
10-50-282	TELEPHONE-CELL	5,335	6,582	5,000	5,000	5,000	5,000	
10-50-309	COMPUTER NETWORK SERVICES	19,569	21,952	22,400	22,400	23,400	23,400	
10-50-310	AUDITING FEES	10,000	10,000	10,000	10,000	10,000	10,000	
10-50-311	ATTORNEY FEES	47,419	46,992	43,000	110,000	47,000	47,000	
10-50-312	AUTOMOBILE INSURANCE	7,783	8,406	7,800	7,800	8,500	8,500	
10-50-313	BUILDING INSPECTIONS	26,001	38,014	25,000	33,000	25,000	25,000	
10-50-509	PROPERTY INSURANCE	11,064	20,166	11,000	11,000	11,000	11,000	
10-50-510	LIABILITY INSURANCE	33,428	24,411	34,000	34,000	34,000	34,000	
10-50-511	INSURANCE BONDING	2,660	2,604	2,500	2,500	2,500	2,500	
10-50-608	EMERGENCY PREPAREDNESS CMTTE	8,383	3,062	3,000	3,000	3,000	3,000	
10-50-610	EMERGENCY SUPPLIES	-	-	2,000	2,000	2,000	2,000	
10-50-611	ELECTION EXPENSES	-	5,363	-	-	12,800	12,800	2017 Municipal Elections
10-50-612	WEST BOUNTIFUL ARTS COUNCIL	5,259	3,485	4,500	4,500	4,500	4,500	
10-50-613	ECONOMIC DEVELOPMENT	-	-	-	-	-	-	
10-50-614	CITY NEWSLETTER EXPENSES	6,069	5,774	5,500	5,500	6,000	6,000	
10-50-616	YOUTH COUNCIL EXPENSES	4,150	4,384	5,200	5,200	5,200	5,200	
10-50-617	YOUTH COURT EXPENSES	979	-	-	-	-	-	
10-50-618	HISTORICAL COMM PROJECTS	250	605	2,500	2,500	2,500	2,500	
10-50-619	COMMUNITY ACTION PROGRAMS	-	-	500	500	-	-	
10-50-620	ANIMAL CONTROL	8,990	4,507	10,000	13,000	11,500	11,500	
10-50-622	DAVIS ART CENTER DONATION	-	500	500	500	500	500	
10-50-631	EMPLOYEE INCENTIVE	979	1,218	1,000	1,000	1,000	1,000	
10-50-740	CAPITAL OUTLAY - EQUIPMENT	-	-	-	-	5,000	5,000	Council Tablets, back-up computer, software
10-50-741	CAPITAL OUTLAY - SOFTWARE	-	-	-	-	6,500	6,500	Microsoft Office Update City-Wide
NON-DEPARTMENTAL Total		202,453	213,338	195,400	273,400	226,900	226,900	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
GENERAL GOVERNMENT BUILDINGS								
10-51-260	BLDGS & GROUNDS - SUPPLIES/MNT	22,298	23,430	42,000	25,000	36,000	36,000	
10-51-261	PAINT & REPAIRS	-	14,542	24,000	5,000	19,000	58,000	City Hall Roof/ HVAC/Lights
10-51-270	UTILITIES	19,923	22,206	20,000	24,000	22,300	22,300	
10-51-280	TELEPHONE / INTERNET	6,814	7,267	7,000	7,000	7,300	7,300	
10-51-620	MISCELLANEOUS SERVICES	1,698	1,303	4,200	4,200	2,200	2,200	
10-51-730	CAPITAL OUTLAY - IMPROVEMENTS	-	-	-	-	-	-	
GENERAL GOVERNMENT BUILDINGS Total		50,733	68,747	97,200	65,200	86,800	125,800	
PLANNING AND ZONING								
10-53-110	SALARIES & WAGES	20,777	23,859	24,260	24,260	24,300	24,300	
10-53-125	LONG TERM DISABILITY	192	129	200	200	200	200	
10-53-130	RETIREMENT	5,775	3,663	3,715	3,715	3,700	3,700	
10-53-131	GROUP HEALTH INSURANCE	5,464	3,647	3,557	3,557	3,600	3,600	
10-53-132	WORKERS COMP INSURANCE	65	29	100	100	100	100	
10-53-133	FICA TAXES	2,478	1,768	1,856	1,856	1,900	1,900	
10-53-311	PROFESSIONAL PLANNERS	103	-	-	4,500	-	-	
10-53-330	EDUCATION & TRAINING	-	-	200	200	200	200	
10-53-610	MISCELLANEOUS EXPENSES	103	29	1,000	1,000	1,000	1,000	
10-53-620	COMMISSION FEES	2,660	5,356	5,760	5,760	5,800	5,800	
PLANNING AND ZONING Total		37,514	38,479	40,648	45,148	40,800	40,800	
POLICE DEPARTMENT								
10-54-110	SALARIES & WAGES	438,553	455,811	477,440	477,440	541,900	541,900	New Officer
10-54-111	OVERTIME SALARIES & WAGES	20,341	27,189	20,000	20,000	23,000	23,000	
10-54-112	ALCOHOL ENFORCEMENT OVERTIME	3,805	5,211	1,000	8,000	1,000	1,000	
10-54-115	SALARIES & WAGES - CROSS GUARD	8,804	10,000	10,290	10,290	10,300	10,300	
10-54-116	LIQUOR ENFORCEMENT SHIFTS	1,845	576	8,012	8,012	8,000	8,000	
10-54-125	LONG TERM DISABILITY	2,900	2,978	3,000	3,000	3,400	3,400	
10-54-130	RETIREMENT	128,975	139,375	134,131	134,131	150,000	150,000	
10-54-131	GROUP HEALTH INSURANCE	88,590	107,500	114,723	114,723	151,000	144,000	
10-54-132	WORKERS COMP INSURANCE	10,040	10,721	10,894	10,894	12,500	12,500	
10-54-133	FICA TAXES	31,999	37,343	39,469	39,469	44,700	44,700	
10-54-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	469	633	400	400	600	600	
10-54-240	OFFICE SUPPLIES & EXPENSE	2,634	3,429	2,600	2,600	2,600	2,600	
10-54-241	PRINTING	1,157	581	1,400	1,400	900	900	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
10-54-250	VEHICLE SUPPLIES & MAINT	7,361	10,417	12,800	12,800	15,300	15,300	
10-54-253	POLICE VEHICLE LEASE/PURCHASE	103,899	50,643	54,900	54,900	66,900	66,900	
10-54-255	FUEL	17,522	12,376	26,400	26,400	26,400	26,400	
10-54-282	TELEPHONE - CELLULAR	9,485	10,287	10,500	10,500	10,900	10,900	
10-54-310	NARCOTICS ENFORCEMENT	3,949	3,949	4,700	4,700	4,700	4,700	
10-54-311	PROFESSIONAL SERVICES	17,817	19,994	18,500	18,500	19,400	19,400	
10-54-320	UCAN RADIO NETWORK FEES	6,867	7,283	8,500	8,500	7,100	7,100	
10-54-321	COUNTY DISPATCH FEES	21,852	21,852	21,900	21,900	22,700	22,700	
10-54-330	EDUCATION AND TRAINING	11,232	9,235	9,700	9,700	13,900	13,900	
10-54-340	LIQUOR DISTRIBUTION GRANT EXP	4,873	4,820	-	-	-	-	
10-54-450	SPECIAL DEPARTMENT SUPPLIES	3,376	9,907	3,300	3,300	8,300	8,300	
10-54-455	ALLOWANCES-UNIFORM	9,857	16,801	14,200	14,200	14,500	14,500	
10-54-460	FIREARMS & FIREARM TRAINING	9,506	10,619	10,600	10,600	4,600	4,600	
10-54-622	MISCELLANEOUS - K-9	1,618	-	-	-	-	-	
10-54-625	FEDERAL/STATE GRANT EXP	7,372	2,637	-	33,400	-	-	
10-54-635	COMMUNITY POLICING	1,215	3,678	1,900	1,900	3,100	3,100	
10-54-740	CAPITAL OUTLAY - EQUIPMENT	12,000	-	108,200	108,200	14,000	14,000	Purchase leased vehicle to rotate spare fleet
10-54-741	CAPITAL OUTLAY - COMPUTERS	-	-	-	-	-	-	
POLICE DEPARTMENT Total		989,911	995,844	1,129,459	1,169,859	1,181,700	1,174,700	
<u>FIRE PROTECTION</u>								
10-55-621	FIRE FIGHTING SERVICES	435,345	490,766	580,313	580,313	590,000	618,600	
FIRE PROTECTION Total		435,345	490,766	580,313	580,313	590,000	618,600	
<u>STREETS</u>								
10-60-110	SALARIES & WAGES	74,530	71,162	73,700	73,700	89,600	89,600	
10-60-111	OVERTIME SALARIES & WAGES	923	1,604	4,000	4,000	4,000	4,000	
10-60-125	LONG TERM DISABILITY	453	424	441	441	500	500	
10-60-130	RETIREMENT	14,765	13,964	13,855	13,855	15,600	15,600	
10-60-131	GROUP HEALTH INSURANCE	21,278	20,954	21,136	21,136	24,000	22,900	
10-60-132	WORKERS COMP INSURANCE	1,500	2,338	2,200	2,200	2,600	2,600	
10-60-133	FICA TAXES	5,637	5,396	6,097	6,097	6,900	6,900	
10-60-250	VEHICLE SUPPLIES & MAINTENANCE	3,429	5,401	4,500	4,500	9,300	9,300	
10-60-252	EQUIPMENT MAINTENANCE & REPRS	4,788	3,799	4,500	4,500	3,500	3,500	
10-60-255	FUEL	6,030	5,745	6,300	6,300	7,600	7,600	
10-60-270	STREET LIGHTS	61,177	38,540	50,400	50,400	50,400	50,400	
10-60-330	EDUCATION AND TRAINING	1,270	1,680	2,400	2,400	2,400	2,400	
10-60-410	SPECIAL DEPARTMENT SUPPLIES	3,104	1,948	4,000	4,000	4,000	4,000	
10-60-412	STREET SIGNS & POSTS	3,712	3,429	4,000	4,000	4,400	4,400	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
10-60-414	STREET SWEEPING	3,895	5,589	4,000	4,000	4,000	4,000	
10-60-455	UNIFORM	664	734	1,000	1,000	1,000	1,000	
10-60-620	SNOW REMOVAL	9,956	21,172	16,500	20,500	27,000	27,000	Equipment (spreaders, hydraulics)
10-60-630	TREE REMOVAL	1,356	438	1,000	1,000	1,000	1,000	
10-60-730	CAPITAL OUTLAY - IMPROVEMENTS	500	57,659	65,000	15,000	-	60,000	CenturyLink
10-60-740	CAPITAL OUTLAY - EQUIPMENT	7,240	-	-	151,900	142,900	142,900	Backhoe/Loader/Truck (split)
STREETS Total		226,206	261,977	285,030	390,930	400,700	459,600	
CLASS "C" ROAD PROJECTS								
10-61-270	CLASS C STREET LIGHTS	-	-	-	-	-	-	
10-61-410	ROAD REPAIRS	35,629	40,829	50,000	50,000	50,000	50,000	
10-61-413	STREET STRIPING	11,342	11,474	11,500	11,500	18,000	18,000	
10-61-625	SIDEWALK REPLACEMENT	777	13,490	14,000	14,000	15,000	15,000	
10-61-731	CRACK SEALANT	10,050	10,975	10,000	10,000	15,000	15,000	
10-61-735	SLURRY SEAL	114,818	5,347	110,000	211,000	97,500	97,500	
10-61-740	CAPITAL OUTLAY	-	-	-	-	-	-	
CLASS "C" ROAD PROJECTS Total		172,615	82,116	195,500	296,500	195,500	195,500	
PROP. ONE TRANSPORTATION								
10-62-200	OPERATIONS	-	-	-	-	-	-	
10-62-410	ROAD REPAIRS/PATCHING	-	-	-	-	-	-	
10-62-413	STREET STRIPING	-	-	-	-	-	-	
10-62-414	STREET SWEEPING	-	10,000	10,000	10,000	10,000	10,000	
10-62-431	CRACK SEALANT	-	5,000	5,000	5,000	5,000	5,000	
10-62-510	TRAILS	-	-	-	-	-	-	
10-62-625	SIDEWALK IMPROVEMENTS	-	-	-	-	-	-	
10-62-730	OVERLAY CITY STREETS	-	100,000	-	-	100,000	175,000	2017 Summer Overlay
10-62-740	CAPITAL OUTLAY - EQUIPMENT	-	17,000	17,000	17,000	-	-	
10-62-742	CAPITAL OUTLAY - STREET IMPROVEMENTS	-	25,000	25,000	25,000	-	-	
PROP. ONE TRANSPORTATION Total		-	-	157,000	57,000	115,000	190,000	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
<u>PARKS</u>								
10-70-110	SALARIES & WAGES	51,965	56,419	88,552	88,552	89,300	89,300	
10-70-111	OVERTIME SALARIES & WAGES	1,371	1,395	4,500	4,500	4,500	4,500	
10-70-114	SALARIES & WAGES - TEMP/P-TIME	15,775	16,852	24,000	24,000	27,000	27,000	
10-70-125	LONG TERM DISABILITY	302	338	360	360	600	600	
10-70-130	RETIREMENT	10,224	11,630	16,472	16,472	16,600	16,600	
10-70-131	GROUP HEALTH INSURANCE	15,718	17,227	35,318	35,318	27,500	26,200	
10-70-132	WORKERS COMP INSURANCE	1,466	1,817	3,392	3,392	3,600	3,600	
10-70-133	FICA TAXES	5,048	5,506	8,648	8,648	9,200	9,200	
10-70-245	TOILET RENTAL	207	536	800	800	800	800	
10-70-250	EQUIPMENT SUPPLIES & MAINT	2,938	3,978	4,000	4,000	3,800	3,800	
10-70-252	VEHICLE REPAIRS & MAINTENANCE	1,813	369	1,500	1,500	2,200	2,200	
10-70-255	FUEL	4,973	3,818	6,000	6,000	6,200	6,200	
10-70-260	BLDGS & GROUNDS - SUPPLIES/MNT	13,471	16,849	17,000	17,000	20,400	20,400	
10-70-265	TRAIL MAINTENANCE		3,693	3,300	3,300	3,900	3,900	
10-70-270	UTILITIES	1,578	2,801	3,100	3,100	7,900	7,900	
10-70-310	PROFESSIONAL & TECHNICAL SVC'S	-	-	4,000	4,000	3,500	3,500	
10-70-330	EDUCATION AND TRAINING	600	595	1,000	1,000	1,500	1,500	
10-70-455	UNIFORM	927	769	1,000	1,000	1,700	1,700	
10-70-610	MISCELLANEOUS SUPPLIES	171	62	1,000	1,000	1,000	1,000	
10-70-612	4TH OF JULY CELEBRATION EXPENSE	9,943	13,293	12,000	12,000	12,000	12,000	
10-70-613	PARKS SUPPLIES	9,707	8,427	12,000	12,000	9,700	9,700	
10-70-615	HOLIDAY DECORATION & SUPPLIES	1,870	2,507	2,500	2,500	2,600	2,600	
10-70-620	LAWN MAINTENANCE	818	1,100	1,100	1,100	1,100	1,100	
10-70-730	CAPITAL OUTLAY - IMPROVEMENTS		17,880	-	-	15,000	9,000	Removed Cabin and Hall City Bowery
10-70-740	CAPITAL OUTLAY - EQUIPMENT		12,288	1,000	17,000	-	-	
PARKS Total		150,884	200,148	252,541	268,541	271,600	264,300	
<u>DEBT SERVICE</u>								
10-85-815	PRINC.-SALES TX BOND-CITY HALL	115,000	118,000	115,000	120,000	123,000	123,000	
10-85-825	INT.-SALES TX BOND-CITY HALL	37,343	34,613	37,400	31,900	29,000	29,000	
10-85-836	DEFEASED BOND	-	-	-	-	-	-	
10-85-835	AGENT-SALES TX BOND-CITY HALL	1,100	1,100	3,600	5,600	3,600	3,600	
DEBT SERVICE Total		153,443	153,713	156,000	157,500	155,600	155,600	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
TRANSFERS, OTHER								
10-90-800	TRANSFERS TO CIP FUND	-	-	380,000	400,000	250,000	250,000	Public Works Yard
10-90-810	TRANSFERS TO CAPITAL STREETS	328,500	212,500	-	-	50,000	-	Used Snow Plow
10-90-815	TRANSFERS TO STREETS PROJECTS - PROP ONE	-	-	-	-	-	-	
10-90-820	TRANSFERS TO STORM UTILITY	-	55,000	-	285,000	-	-	
10-90-850	TRANSFERS TO GOLF FUND	-	393,411	-	-	35,000	35,000	Golf Operations
10-90-899	APPROP INCREASE - FUND BALANCE	-	-	174,409	-	160,200	55,100	
10-90-914	S/TAX PYMTS TO BTFL - COMMONS	122,215	120,514	127,585	127,585	132,700	132,700	
10-90-915	S/TAX PYMTS TO BTFL - GATEWAY	65,383	52,976	67,035	67,035	69,700	69,700	
10-90-916	S/TAX PYMTS TO DVPR: COMMONS	365,226	208,093	-	1,107,000	-	-	
TRANSFERS, OTHER Total		881,324	1,042,493	749,029	1,986,620	697,600	542,500	
GENERAL FUND REVENUE TOTALS		3,686,756	4,861,622	4,284,427	5,548,318	4,410,800	4,441,100	
GENERAL FUND EXPENDITURE TOTALS		3,678,970	3,970,696	4,284,427	5,748,318	4,410,800	4,441,100	
INCREASE/(DECREASE) FUND BALANCE		7,786	890,926	0	(200,000)	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
JESSI'S MEADOWS ASSESSMENT FUND								
<u>CHARGES FOR SERVICES</u>								
13-34-100	Assessments	-	12,000	12,000	24,000	12,000	12,000	
CHARGES FOR SERVICES Total			12,000	12,000	24,000	12,000	12,000	
<u>MISCELLANEOUS REVENUES</u>								
13-36-600	INTEREST EARNED	24	194	100	100	100	100	
13-36-650	FUND BALANCE			13,000	5,900	-		
13-36-700	HOA CONTRIBUTION	12,175		-	-	-	-	
MISCELLANEOUS SERVICES Total		12,199	194	13,100	6,000	100	100	
<u>CONTRIBUTIONS AND TRANSFERS</u>								
13-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	-		-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	-		-	
<u>EXPENDITURES</u>								
13-40-100	MAINTENANCE	590	3,893	25,100	30,000	12,100	12,100	
13-40-200	CAPTIAL	-	-	-	-		-	
13-40-800	TRANSFERS TO OTHER FUNDS	-	-	-	-		-	
13-40-899	APPROP INCREASE - FUND BALANCE	-	-					
EXPENDITURES Total		590	3,893	25,100	30,000	12,100	12,100	
JESSI'S MEADOWS ASSESSMENT FUND REVENUES		12,199	12,194	25,100	30,000	12,100	12,100	
JESSI'S MEADOWS ASSESSMENT FUND EXPENDITURES		590	3,893	25,100	30,000	12,100	12,100	
NET GAIN/(LOSS)		11,609	8,301	-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
STREETS IMPACT FEES FUND								
CHARGES FOR SERVICES								
21-34-430	DEVELOPMENT IMPACT FEES	29,993	80,032	40,000	40,000	40,000	40,000	
CHARGES FOR SERVICES Total		29,993	80,032	40,000	40,000	40,000	40,000	
MISCELLANEOUS SERVICES								
21-36-600	INTEREST EARNED	1,772	486	1,000	1,000	500	500	
MISCELLANEOUS SERVICES Total		1,772	486	1,000	1,000	500	500	
CONTRIBUTIONS AND TRANSFERS								
21-38-899	CONTRIBUTIONS - FUND SURPLUS			65,900	-	59,500	59,500	
CONTRIBUTIONS AND TRANSFERS Total				65,900	-	59,500	59,500	
EXPENDITURES								
21-40-800	TRANSFERS TO OTHER FUNDS	326,390	198,000			100,000	100,000	
21-40-810	SIDEWALK IMPROVEMENTS			25,000	25,000			Sidewalk Improvements
21-40-811	CAPITAL EQUIPMENT			81,900				Move to GF
21-40-899	APPROP INCREASE - FUND BALANCE	-			16,000			
EXPENDITURES Total		326,390	198,000	106,900	41,000	100,000	100,000	
STREETS IMPACT FEES FUND REVENUES		31,765		106,900	41,000	100,000	100,000	
STREETS IMPACT FEES FUND EXPENDITURES		326,390		106,900	41,000	100,000	100,000	
NET GAIN/(LOSS)		(294,625)		-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
POLICE FACILITY FEES FUND								
CHARGES FOR SERVICES								
23-34-430	DEVELOPMENT IMPACT FEES	1,425	3,378	3,000	3,000	3,000	3,000	
CHARGES FOR SERVICES Total		1,425	3,378	3,000	3,000	3,000	3,000	
MISCELLANEOUS REVENUE								
23-36-600	INTEREST EARNED	14	67	20	20	-	-	
MISCELLANEOUS REVENUE Total		14	67	20	20	-	-	
CONTRIBUTIONS AND TRANSFERS								
23-38-800	TRANSFERS FROM OTHER FUNDS	-	-	-	-	-	-	
23-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total			-	-	-	-	-	
EXPENDITURES								
23-40-730	CAPITAL OUTLAY - IMPROVEMENTS	-	-	-	-	-	-	
23-40-800	TRANSFERS TO OTHER FUNDS	2,165	2,015	3,020	3,020	3,000	3,000	Debt Service on Police Station
23-40-899	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	
EXPENDITURES Total		2,165	2,015	3,020	3,020	3,000	3,000	
POLICE FACILITY FEES FUND REVENUES		1,439	3,445	3,020	3,020	3,000	3,000	
POLICE FACILITY FEES FUND EXPENDITURES		2,165	2,015	3,020	3,020	3,000	3,000	
NET GAIN/(LOSS)		(726)	1,430	-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
PARK IMPACT FEES FUND								
CHARGES FOR SERVICES								
24-34-430	DEVELOPMENT IMPACT FEES	20,960	48,208	30,000	30,000	30,000	30,000	
CHARGES FOR SERVICES Total		20,960	48,208	30,000	30,000	30,000	30,000	
MISCELLANEOUS REVENUE								
24-36-600	INTEREST EARNED	551	123	500	500	500	500	
MISCELLANEOUS REVENUE Total		551	123	500	500	500	500	
CONTRIBUTIONS AND TRANSFERS								
24-38-800	TRANSFERS FROM OTHER FUNDS	-	-	-	-	-	-	
24-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	-	-	-	
EXPENDITURES								
24-40-310	PROF & TECH - PLANNING/IMP FEE				5,000		15,000	RAP Master Plan
24-40-730	CAPITAL OUTLAY - IMPROVEMENTS	125,602	56,600					
24-40-800	TRANSFERS TO OTHER FUNDS							
24-40-899	APPROP INCREASE - FUND BALANCE			30,500	25,500	30,500	15,500	
EXPENDITURES Total		125,602	56,600	30,500	30,500	30,500	30,500	
PARK IMPACT FEES FUND REVENUES		21,511	48,331	30,500	30,500	30,500	30,500	
PARK IMPACT FEES FUND EXPENDITURES		125,602	56,600	30,500	30,500	30,500	30,500	
NET GAIN/(LOSS)		(104,091)	(8,269)	-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
CAPITAL IMPROVEMENT FUND/ NEW WEST YARD								
MISCELLANEOUS REVENUE								
31-36-600	INTEREST EARNED	69	-	-	-	-	-	
MISCELLANEOUS REVENUE Total				-	-		-	
CONTRIBUTIONS AND TRANSFERS								
31-38-870	TRANSFERS IN - GENERAL FUND	-	-	380,000	400,000	250,000	250,000	
31-38-899	CONTRIBUTIONS - FUND SURPLUS		-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total			-	380,000	400,000	250,000	250,000	
EXPENDITURES								
31-40-710	LAND - ACQUISITION		-					
31-40-740	CAPITAL OUTLAY - EQUIPMENT		-					
31-40-800	TRANSFERS TO GOLF FUND	-	-	-	-	-	-	
31-40-830	TRANSFERS TO STORM	-	-	-	-	-	-	
31-40-840	TRANSFERS TO GENERAL FUND	-	5,823	-	-	-	-	
31-40-850	TRANSFERS TO RDA	-	-	-	-	-	-	
31-40-899	APPROP INCREASE - FUND BALANCE	-	-	380,000	400,000	250,000	250,000	
EXPENDITURES Total		-	5,823	380,000	400,000	250,000	250,000	
CAPITAL IMPROVEMENT FUND REVENUES		69	-	380,000	400,000	250,000	250,000	
CAPITAL IMPROVEMENT FUND EXPENDITURES		-	5,823	380,000	400,000	250,000	250,000	
NET GAIN/(LOSS)		69	(5,823)	-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
STREETS CAP IMPROVEMENT FUND								
<u>TAXES</u>								
34-31-110	CURRENT YEAR PROPERTY TAXES	212,500	212,500	212,504	212,504	212,500	212,500	
TAXES Total		212,500	212,500	212,504	212,504	212,500	212,500	
<u>MISCELLANEOUS REVENUE</u>								
21-36-600	INTEREST EARNED	617	833	-	-	-	-	
MISCELLANEOUS REVENUE Total		617	833	-	-	-	-	
<u>CONTRIBUTIONS AND TRANSFERS</u>								
34-38-870	TRANSFERS IN - GENERAL FUND	116,000	-	-	-	-	-	
34-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	342,496	-	362,500	362,500	
CONTRIBUTIONS AND TRANSFERS Total		116,000	-	342,496	-	362,500	362,500	
<u>EXPENDITURES</u>								
34-40-800	TRANSFERS TO OTHER FUNDS	149,540	175,000	555,000	133,500	20,000	20,000	Pages #2
34-40-840	TRANSFERS TO GENERAL FUND	-	-	-	-	-	-	
34-40-850	CAPITAL EQUIPMENT/MAINTENANCE	-	65,707	-	-	-	-	
34-40-930	CAPITAL OUTLAY - IMPROVEMENTS	-	-	-	-	555,000	555,000	Jessi's Meadows
34-40-899	APPROP INCREASE - FUND BALANCE	-	-	-	79,004	-	-	
EXPENDITURES Total		149,540	240,707	555,000	212,504	575,000	575,000	
STREETS CAP IMPROVEMENT FUND REVENUES		329,117	213,333	555,000	212,504	575,000	575,000	
STREETS CAP IMPROVEMENT FUND EXPENDITURES		149,540	240,707	555,000	212,504	575,000	575,000	
NET GAIN/(LOSS)		179,577	(27,374)	-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
REDEVELOPMENT AGENCY FUND								
<u>TAXES</u>								
25-31-110	TAX INCREMENT - PROPERTY	496,674	492,271	490,000	519,000	251,000	251,000	
TAXES Total		496,674	492,271	490,000	519,000	251,000	251,000	
<u>MISCELLANEOUS REVENUE</u>								
25-36-600	INTEREST EARNED	280	263	200	200	100	100	
MISCELLANEOUS REVENUE Total		280	263	200	200	100	100	
<u>CONTRIBUTIONS AND TRANSFERS</u>								
25-38-870	TRANSFERS IN - GENERAL FUND	-	-					
25-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	454	-			
CONTRIBUTIONS AND TRANSFERS Total				454	-	-	-	
<u>EXPENDITURES</u>								
25-40-110	SALARIES & WAGES	46,877	50,978	53,015	53,015	42,900	42,900	
25-40-115	BOARD MEETING COMPENSATION	-		450	450	450	450	
25-40-125	LONG TERM DISABILITY	280	303	318	318	300	300	
25-40-130	RETIREMENT	13,574	14,342	14,546	14,546	12,200	12,200	
25-40-131	GROUP HEALTH INSURANCE	9,350	10,390	10,067	10,067	8,400	8,000	
25-40-132	WORKERS COMP INSURANCE	829	783	906	906	800	800	
25-40-133	FICA TAXES	3,573	3,849	4,056	4,056	3,300	3,300	
25-40-230	TRAVEL	1,200	1,200	1,200	1,200	1,200	1,200	
25-40-310	LEGAL FEES	-	3,177	3,400	3,400	-	-	
25-40-312	OTHER PROFESSIONAL FEES	7,200	18,865	5,347	5,347	6,000	6,000	
25-40-899	APPROP INCREASE - FUND BALANCE	-			28,546	748	1,148	
25-40-915	RDA TAX PYMTS TO DVPR: GATEWAY	217,381	222,569	222,549	222,549	-	-	
25-40-920	RDA TAX PYMTS TO DVPR: COMMONS	180,558	174,793	174,800	174,800	174,802	174,802	
EXPENDITURES Total		480,823	501,249	490,654	519,200	251,100	251,100	
REDEVELOPMENT AGENCY FUND REVENUES		496,954	492,534	490,654	519,200	251,100	251,100	
REDEVELOPMENT AGENCY FUND EXPENDITURES		480,823	501,249	490,654	519,200	251,100	251,100	
NET GAIN/(LOSS)		16,131	(8,715)	-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
RAP FUND								
<u>TAXES</u>								
26-31-110	RAP TAX	218,444	209,196	230,597	230,598	235,200	235,200	
TAXES Total		218,444	209,196	230,597	230,598	235,200	235,200	
<u>MISCELLANEOUS REVENUE</u>								
26-36-600	INTEREST EARNED	2,221	1,726	1,000	1,000	1,000	1,000	
26-36-690	MISCELLANEOUS REVENUE	1,623	-	-	-	-	-	
MISCELLANEOUS SERVICES Total		3,844	1,726	1,000	1,000	1,000	1,000	
<u>CONTRIBUTIONS AND TRANSFERS</u>								
26-38-800	TRANSFERS FROM OTHER FUNDS	-	-	-	-	-	-	
26-38-860	CONTRIBUTIONS - PRIVATE	-	25,000	-	-	-	-	
26-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	25,000	-	-	-	-	
<u>EXPENDITURES</u>								
26-40-260	BLDGS & GROUNDS - SUPPLIES/MNT	7,272	328	-	-	-	-	
26-40-290	IMPROVEMENTS-MAIN PARK	2,666	-	-	-	-	-	
26-40-291	CAPITAL OUTLAY - PARKING LOT	-	-	37,200	37,200	-	-	
26-40-292	CAPITAL OUTLAY - IRRIGATION	34,689	119,712	-	-	-	-	
26-40-730	CAPITAL OUTLAY - IMPROVEMENTS	-	366,792	23,000	23,000	-	-	
26-40-740	CAPITAL OUTLAY - EQUIPMENT	9,995	5,314	-	-	-	-	
26-40-791	CAP PROJ: PROSPECTOR TRAIL PROTECTION	18,921	-	-	-	-	-	
26-40-792	CAP PROJ: DSB TRAIL RESTROOM	-	385	-	-	-	-	
26-40-800	TRANSFERS TO GENERAL FUND	4,500	4,500	4,500	4,500	4,500	4,500	
26-40-850	TRANSFERS TO GOLF FUND	-	45,000	100,300	100,300	50,000	50,000	
26-40-899	APPROP INCREASE - FUND BALANCE	-	-	66,597	66,598	181,700	181,700	
EXPENDITURES Total		78,043	542,031	231,597	231,598	236,200	236,200	
RAP FUND REVENUES		222,288	235,922	231,597	231,598	236,200	236,200	
RAP FUND EXPENDITURES		78,043	542,031	231,597	231,598	236,200	236,200	
NET GAIN/(LOSS)		144,245	(306,109)	-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
WATER FUND								
<u>MISCELLANEOUS REVENUE</u>								
51-36-600	INTEREST EARNED	17,626	13,878	15,000	15,000	16,000	16,000	
51-36-640	SALE OF MATERIALS	-	-	-	-	-	-	
51-36-642	SALE OF FIXED ASSETS	-	-	-	-	87,000	87,000	FY 17 Loader (split)
51-36-690	MISC REVENUE/RECONNECTIONS	25,487	5,593	5,000	5,000	5,000	5,000	
51-36-710	WATER IMPACT FEE	58,040	169,948	80,000	80,000	8,000	8,000	
51-36-720	WATER RIGHTS FEE	19,560	12,350	5,000	5,000	5,000	5,000	
51-36-730	OTHER MISC REVENUE	-	-	-	-	-	-	
MISCELLANEOUS REVENUE Total		120,713	201,770	105,000	105,000	121,000	121,000	
<u>UTILITY REVENUE</u>								
51-37-700	WATER SALES	1,234,277	1,279,373	1,271,673	1,305,000	1,318,100	1,318,100	
51-37-710	WATER CONNECTION FEES	1,150	4,435	1,000	1,000	1,000	1,000	
UTILITY REVENUE Total		1,235,427	1,283,808	1,272,673	1,306,000	1,319,100	1,319,100	
<u>CONTRIBUTIONS AND TRANSFERS</u>								
51-37-801	Contributions Other Funds	-	-	-	-	-	-	
51-38-860	CONTRIBUTIONS - OTHER	-	500,000	500,000	500,000	-	-	
51-38-900	INTER-FUND LOAN REPAYMENT	-	193,000	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	693,000	500,000	500,000	-	-	
<u>EXPENDITURES</u>								
51-40-110	SALARIES & WAGES	177,585	192,217	201,817	201,817	192,100	192,100	
51-40-111	OVERTIME SALARIES & WAGES	5,936	6,040	6,000	6,000	6,000	6,000	
51-40-114	SALARIES & WAGES - TEMP/P-TIME	-	-	-	-	-	-	
51-40-125	LONG TERM DISABILITY	1,088	1,166	1,211	1,211	1,200	1,200	
51-40-130	RETIREMENT	33,160	35,758	33,570	33,570	33,100	33,100	
51-40-131	GROUP HEALTH INSURANCE	54,975	61,980	59,382	59,382	60,500	57,700	
51-40-132	WORKERS COMP INSURANCE	3,064	4,281	4,893	4,893	4,800	4,800	
51-40-133	FICA TAXES	13,379	14,539	15,439	15,439	15,200	15,200	
51-40-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	1,696	1,509	1,700	1,700	1,700	1,700	
51-40-241	POSTAGE/SUPPLIES	7,849	6,827	7,200	7,200	7,300	7,300	
51-40-249	CONTRACT MECHANIC	-	-	-	-	-	-	
51-40-250	VEHICLE MAINTENANCE & REPAIR	2,199	944	4,500	4,500	12,700	12,700	
51-40-251	TRACTOR MAINTENANCE & REPAIRS	-	-	-	-	-	-	
51-40-252	EQUIPMENT MAINTENANCE & REPRS	7,944	12,843	20,000	20,000	12,000	12,000	
51-40-253	WATERLINE MAINTENANCE & REPAIR	43,321	70,328	45,000	45,000	46,200	46,200	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
51-40-254	WATERTANK MAINTENANCE & REPAIR	80	424	2,600	2,600	7,000	7,000	
51-40-255	FUEL	7,430	5,004	7,000	7,000	7,400	7,400	
51-40-260	EQUIPMENT REPLACEMENT FUND	-	-	-	-	-	-	
51-40-270	PUMPING ELECTRICITY	1,967	4,606	20,000	20,000	10,000	10,000	
51-40-280	TELEPHONE/TELEMETRY	-	-	-	-	-	-	
51-40-311	ENGINEERING SERVICES	-	-	-	-	-	-	
51-40-330	EDUCATION AND TRAINING	3,710	3,519	4,000	4,000	4,000	4,000	
51-40-455	UNIFORM	1,631	1,290	1,700	1,700	1,700	1,700	
51-40-610	MISCELLANEOUS EXPENSE	4,859	3,997	5,000	5,000	4,100	4,100	
51-40-611	WATER PURCHASES-CULINARY	144,549	130,079	145,000	145,000	155,700	155,700	
51-40-612	WATER DEPT SUPPLIES-METERS/ETC	9,559	6,975	22,000	22,000	28,100	28,100	
51-40-620	MISCELLANEOUS SERVICES	1,887	3,149	3,500	3,500	4,200	4,200	
51-40-621	WATER READING SERVICES	-	-	-	-	-	-	
51-40-623	STONE CREEK WELL MAINTENANCE	2,978	1,844	10,000	10,000	11,000	11,000	
51-40-740	CAPITAL OUTLAY - EQUIPMENT	4,700	10,774	25,500	25,500	3,600	3,600	
51-40-741	FLUORIDE EQUIP	646	-	1,000	1,000	-	-	
51-40-810	DEBT SERVICE - PRINCIPAL	200,000	200,000	200,000	200,000	200,000	200,000	
51-40-811	LESS - BOND PRINCIPAL PAYMENTS	-	-	-	-	-	-	
51-40-820	DEBT SERVICE - INTEREST	146,062	141,861	150,000	150,000	150,000	150,000	
51-40-840	AGENT FEES - 2009 SERIES BOND	1,650	-	1,650	1,650	1,650	1,650	
51-40-850	COST OF ISSUANCE - 2009 SERIES	-	-	-	-	-	-	
51-40-950	Depreciation							
EXPENDITURES Total		883,903	921,954	999,662	999,662	981,250	978,450	
TRANSFERS, OTHER								
51-90-850	TRANSFER TO GENERAL FUND							
51-90-870	TRANSFER TO CAPITOL PROJECTS	650,000	447,448	-	-	120,000	120,000	Pages Ln #2
TRANSFERS, OTHER Total		650,000	447,448	-	-	120,000	120,000	
CAPITAL PROJECTS								
51-95-730	CAPITAL OUTLAY-HYDRANTS	23,093	3,861	23,000	23,000	23,000	23,000	
51-95-740	CAPITAL OUTLAY-EQUIPMENT	91,807	3,076	81,000	81,000	141,000	141,000	Backhoe/Loader/Truck (split)
51-95-756	WATERLINE - 1100 W 400 N-1600 N	-	-	-	-	-	-	
51-95-765	WATER LINE - 500 SOUTH	1,594	-	500,000	500,000	-	-	
51-95-770	WATERLINE - PORTER LANE	-	-	-	-	-	-	
51-95-771	WATERLINE - I15	669,079	-	-	-	-	-	
51-95-772	BOUNTIFUL CONNECTION	98,447	-	-	-	-	-	
51-95-775	WATERLINE - 1000 NORTH	-	-	-	-	-	-	
51-95-778	WATERLINE - 700 WEST	-	-	-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
51-95-780	WATERLINE - 400 NORTH	-	-	-	-	-	-	
51-95-785	STONE CREEK WELL REHAB	-	-	-	-	-	-	
51-95-790	2009 METER REPLACEMENT	-	-	-	-	-	-	
51-95-795	NEW WELL	-	-	1,000,000	2,500	1,000,000	1,000,000	
51-95-796	Pension Prior Period Adjust							
CAPITAL PROJECTS Total		884,020	6,938	1,604,000	606,500	1,164,000	1,164,000	
WATER FUND REVENUES		1,356,140	2,178,578	1,877,673	1,911,000	1,440,100	1,440,100	
WATER FUND EXPENDITURES		2,417,923	1,376,340	2,603,662	1,606,162	2,265,250	2,262,450	
NET GAIN/(LOSS)		(1,061,783)	802,238	(725,988)	304,838	(825,150)	(822,350)	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
SOLID WASTE FUND								
MISCELLANEOUS REVENUE								
52-36-600	INTEREST EARNED	995	969	1,000	1,000	1,000	1,000	
MISCELLANEOUS REVENUE Total		995	969	1,000	1,000	1,000	1,000	
UTILITY REVENUE								
52-37-700	GARBAGE PICK UP SALES	372,414	375,633	372,000	377,511	379,400	379,400	
UTILITY REVENUE Total		372,414	375,633	372,000	377,511	379,400	379,400	
CONTRIBUTIONS AND TRANSFERS								
52-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	-	-	-	
52-38-900	INTER_FUND LOAN REPAYMENT	-	200,000	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	200,000	-	-	-	-	
EXPENDITURES								
52-40-110	SALARIES & WAGES	5,196	8,824	9,262	9,262	9,400	9,400	
52-40-111	OVERTIME SALARIES & WAGES	-	170	-	-	-	-	
52-40-114	SALARIES & WAGES - TEMP-P-TIME	44	-	-	-	-	-	
52-40-125	LONG TERM DISABILITY	31	47	56	56	100	100	
52-40-130	RETIREMENT	975	8,343	1,625	1,625	1,700	1,700	
52-40-131	GROUP HEALTH INSURANCE	1,429	2,437	2,473	2,473	2,600	2,500	
52-40-132	WORKERS COMP INSURANCE	107	254	278	278	300	300	
52-40-133	FICA TAXES	384	614	709	709	700	700	
52-40-241	POSTAGE/SUPPLIES	350	445	500	500	500	500	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
52-40-620	GARBAGE PICKUP SERVICE	159,207	149,850	161,200	161,200	166,000	166,000	
52-40-621	TIPPING/FLAT RATE - BURN PLANT	139,071	140,310	150,800	150,800	150,000	150,000	
52-40-623	SPRING & FALL CLEANUP	6,118	8,522	8,000	8,000	8,500	8,500	
52-40-625	ADDITIONAL GARBAGE CANS	11,969	11,997	15,000	15,000	15,000	15,000	
52-40-950	DEPRECIATION	-	-	-	-	-	-	
52-40-960	FIXED ASSET ADD'NS/DELETIONS	-	-	-	-	-	-	
52-40-990	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	
EXPENDITURES Total		324,879	331,812	349,902	349,902	354,800	354,700	
SOLID WASTE FUND REVENUES		373,410	576,602	373,000	378,511	380,400	380,400	
SOLID WASTE FUND EXPENDITURES		324,879	331,812	349,902	349,902	354,800	354,700	
SOLID WASTE FUND TOTALS		48,530	244,790	23,098	28,610	25,600	25,700	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
STORM DRAIN UTILITY FUND								
MISCELLANEOUS REVENUE								
53-34-400	IMPACT FEES	33,655	33,238	20,000	5,000	20,000	20,000	
53-34-420	GRANTS - STATE		125,000					
53-36-600	INTEREST EARNED	833	635	-	-	-	-	
53-36-690	MISC REVENUE	-	690	-	-	-	-	
MISCELLANEOUS REVENUE Total		34,488	159,563	20,000	5,000	20,000	20,000	
UTILITY REVENUE								
53-37-700	UTILITY SALES	97,698	97,059	97,000	97,000	97,000	97,000	
UTILITY REVENUE Total		97,698	97,059	97,000	97,000	97,000	97,000	
CONTRIBUTIONS AND TRANSFERS								
53-38-810	TRANSFERS FROM IMPACT FEES	-	-	-	-	-	-	
53-38-870	TRANSFERS IN - GENERAL FUND	-	55,000	-	285,000	-	-	
53-38-899	CONTRIBUTION - FUND SURPLUS	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	55,000	-	285,000	-	-	
EXPENDITURES								
53-40-110	SALARIES & WAGES	23,820	23,141	22,457	22,457	22,900	22,900	
53-40-111	OVERTIME SALARIES & WAGES	-	687	-	-	-	-	
53-40-125	LONG TERM DISABILITY	142	132	106	106	100	100	
53-40-130	RETIREMENT	4,267	6,791	3,911	3,911	4,000	4,000	
53-40-131	GROUP HEALTH INSURANCE	4,621	7,725	7,873	7,873	8,400	8,000	
53-40-132	WORKERS COMP INSURANCE	486	553	674	674	700	700	
53-40-133	FICA TAXES	1,745	1,655	1,718	1,718	1,800	1,800	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
53-40-252	EQUIPMENT MAINTENANCE & REPRS	-	-	1,000	1,000	1,500	1,500	
53-40-253	STORM SYSTM MAINT AND REPAIRS	1,112	706	1,000	3,500	5,000	5,000	
53-40-310	PROFESSIONAL SERVICES	2,850	1,805	3,000	3,000	2,000	2,000	
53-40-330	EDUCATION AND TRAINING	150	-	500	500	500	500	
53-40-610	MISCELLANEOUS SUPPLIES	165	130	2,500	2,500	2,500	2,500	
53-40-751	"TV STORM DRAIN AND JET WASH"	20,000	-	20,000	20,000	20,000	20,000	
53-40-755	CAPITAL OUTLAY	109,748	-	-	31,300	-	260,000	Cottages at Havenwood
53-40-990	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	
EXPENDITURES Total		174,723	241,324	64,739	98,539	69,400	329,000	
TRANSFERS, OTHER								
53-90-850	TRANSFER TO CAPITOL PROJECTS	-	198,000	-	-	-	-	
TRANSFERS, OTHER Total		-	198,000	-				
STORM DRAIN FUND REVENUES		132,186	311,622	117,000	387,000	117,000	117,000	
STORM DRAIN FUND EXPENDITURES		174,723	439,324	64,739	98,539	69,400	329,000	
STORM DRAIN FUND TOTALS		(42,537)	(127,702)	52,261	288,461	47,600	(212,000)	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
GOLF FUND								
OPERATING REVENUE								
54-30-010	ROUNDS - ALL (FORMER 9 HOLE)	434,478	418,634	420,000	420,000	420,000	420,000	
54-30-013	ROUNDS - JUNIOR - ASSOCIATION	500	-	5,000	5,000	-	-	
54-30-020	PUNCH PASSES -- ALL	43,462	47,933	50,000	50,000	50,000	50,000	
54-30-040	RENTALS - ALL (WAS CARTS 9)	204,091	190,692	185,000	185,000	193,000	193,000	
54-30-050	RANGE - ALL (WAS SMALL BUCKET)	98,204	95,499	95,000	95,000	95,000	95,000	
54-30-070	PRO SHOP MERCHANDISE SALES	100,971	103,598	117,000	117,000	105,000	105,000	
54-30-088	FACILITY LEASE	7,813	4,323	7,000	7,000	5,000	5,000	
OPERATING REVENUE Total		889,519	860,678	879,000	879,000	868,000	868,000	
MISCELLANEOUS REVENUE								
54-36-600	INTEREST EARNED	94	42	50	50	100	100	
54-36-640	SALE OF FIXED ASSETS	-	-	-	-	-	-	
54-36-685	ADVERTISING REVENUES	450	900	-	-	500	500	
54-36-690	MISCELLANEOUS REVENUE	1,771	2,804	2,000	2,000	1,000	1,000	
54-36-695	MISCELLANEOUS - TOURNAMENT REV	2,500	2,500	2,500	2,500	2,500	2,500	
MISCELLANEOUS REVENUE Total		4,815	6,246	4,550	4,550	4,100	4,100	
CONTRIBUTIONS AND TRANSFERS								
54-38-870	TRANSFERS IN - GENERAL FUND	-	393,411	-	-	35,000	35,000	
54-38-890	TRANSFERS IN - RAP TAX FUND	-	45,000	100,300	100,300	50,000	50,000	
CONTRIBUTIONS AND TRANSFERS Total		-	438,411	100,300	100,300	85,000	85,000	
GOLF PROFESSIONAL AND CLUB HOUSE								
54-81-110	SALARIES & WAGES	85,872	104,254	107,119	107,119	109,300	109,300	
54-81-111	OVERTIME	-	-	-	-	-	-	
54-81-114	SALARIES & WAGES - TEMP/P-TIME	49,344	35,616	43,815	43,815	68,800	68,800	Range combined
54-81-125	LONG TERM DISABILITY	319	596	643	643	700	700	
54-81-130	RETIREMENT	18,622	18,019	18,845	18,845	19,200	19,200	
54-81-131	GROUP HEALTH INSURANCE	24,448	27,636	36,712	36,712	39,200	37,400	
54-81-132	WORKERS COMP INSURANCE	1,068	1,000	2,047	2,047	2,400	2,400	
54-81-133	FICA TAXES	9,942	10,418	11,738	11,738	13,600	13,600	
54-81-134	EMPLOYEE BENEFITS - UNEMPLOY	111	-	1,500	1,500	500	500	
54-81-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	440	110	500	500	250	300	
54-81-240	OFFICE SUPPLIES & EXPENSE	1,999	1,667	2,000	2,000	2,500	2,500	
54-81-251	CONTRACT MECHANIC	-	-	-	-	-	-	
54-81-255	FUEL	10,521	7,919	11,000	11,000	-	-	- Fuel Combined in Maintenance

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
54-81-256	EQUIP MNT/REPAIR - GOLF CARTS	3,111	6,559	5,000	5,000	7,400	7,400	
54-81-260	BLDGS & GROUNDS - SUPPLIES/MNT	2,781	5,990	7,200	7,200	6,800	6,800	
54-81-270	UTILITIES	10,960	11,694	13,920	13,920	11,100	11,100	
54-81-280	TELEPHONE	2,846	2,646	3,000	3,000	4,000	4,000	
54-81-310	PROFESSIONAL SERVICES	1,334	961	1,000	1,000	-	-	
54-81-330	EDUCATION AND TRAINING	-	-	3,200	3,200	5,100	5,100	
54-81-440	BANK CHARGES - VISA	18,195	17,829	20,000	20,000	18,000	18,000	
54-81-610	MISCELLANEOUS SUPPLIES	2,051	1,886	2,000	2,000	2,600	2,600	
54-81-631	EMPLOYEE INCENTIVE	-	-	-	-	-	-	
54-81-633	JUNIOR GOLF PROGRAM	2,301	2,362	2,000	2,000	2,500	2,500	
54-81-635	MISCELLANEOUS SERVICES	1,808	2,455	2,000	2,000	1,500	1,500	
54-81-636	EQUIPMENT EXPENSE	-	-	-	-	-	-	
54-81-638	ADVERTISING	2,097	1,309	7,000	7,000	7,000	7,000	
54-81-645	TOURNAMENT - EXPENSES	1,570	450	800	800	800	800	
54-81-720	CAPITAL OUTLAY - BUILDINGS	-	-	32,000	32,000	-	-	
54-81-740	EQUIPMENT - CARTS/MISC	-	-	-	-	-	-	
54-81-745	RENTAL CLUBS & BAGS	1,896	1,158	2,000	2,000	2,000	2,000	
GOLF PROFESSIONAL AND CLUB HOUSE Total		253,636	262,535	337,038	337,038	325,250	323,500	
COURSE & EQUIP MAINTENANCE & REPAIRS								
54-82-110	SALARIES & WAGES	89,497	101,555	98,275	98,275	100,500	100,500	
54-82-111	SALARIES & WAGES - OVERTIME	461	-	-	-	-	-	
54-82-114	SALARIES & WAGES - TEMP/P-TIME	77,201	69,068	76,000	76,000	74,000	74,000	
54-82-125	LONG TERM DISABILITY	605	527	590	590	600	600	
54-82-130	RETIREMENT	14,088	16,026	16,232	16,232	16,600	16,600	
54-82-131	GROUP HEALTH INSURANCE	23,108	13,389	28,293	28,293	30,200	28,800	
54-82-132	WORKERS COMP INSURANCE	2,817	1,891	2,442	2,442	2,400	2,400	
54-82-133	FICA TAXES	12,663	13,007	13,332	13,332	13,400	13,400	
54-82-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	505	235	500	500	700	700	
54-82-230	TRAVEL, EDUCATION, TRAINING	-	-	-	-	-	-	
54-82-240	OFFICE SUPPLIES & EXPENSE	292	141	300	300	300	300	
54-82-245	EQUIP MNT/RPR - TOILET RENTAL	805	944	1,000	1,000	800	800	
54-82-248	SUPPLIES - IRRIGATION	9,283	8,987	10,000	10,000	9,000	9,000	
54-82-250	EQUIPMENT SUPPLIES & MAINT	12,036	15,085	14,000	14,000	12,000	12,000	
54-82-252	CONTRACT MECHANIC	-	-	-	-	-	-	
54-82-253	EQUIPMENT LEASE	440	521	1,000	1,000	1,200	1,200	
54-82-255	FUEL	13,740	10,963	15,000	15,000	23,800	23,800	Carts combined
54-82-258	EQUIP MNT/RPR - MOWER SHARPEN	820	5,574	5,500	5,500	4,870	4,900	
54-82-259	EQUIP MNT/RPR - MISC RPR PARTS	83	-	-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
54-82-260	BLDGS & GROUNDS - SUPPLIES/MNT	1,270	6,460	2,300	2,300	1,600	1,600	
54-82-262	BLDGS & GROUNDS - GROUND SUPP	3,121	4,218	3,000	3,000	3,000	3,000	
54-82-270	UTILITIES - WATER	18,253	27,839	24,700	32,000	29,400	29,400	
54-82-322	SERVICES - TREE TRIMMING	3,545	3,600	3,400	3,400	2,000	2,000	
54-82-330	EDUCATION AND TRAINING	671	100	500	500	2,200	2,200	
54-82-472	UNIFORMS - PROTECTIVE OSHA	-	167	800	800	900	900	
54-82-482	SPEC DEPT SUPP - SHOP/SM TOOLS	1,117	1,686	1,000	1,000	1,000	1,000	
54-82-620	MISCELLANEOUS SERVICES	4,166	3,767	2,000	2,000	2,800	2,800	
54-82-631	EMPLOYEE INCENTIVE	-	-	-	-	-	-	
54-82-660	SUPPLIES - FERTILIZERS	11,955	11,939	17,000	17,000	18,600	18,600	
54-82-667	SUPPLIES - TOP DRESSING SAND	5,944	11,458	14,000	14,000	15,200	15,200	
54-82-668	SUPPLIES - SEED	2,263	3,324	3,000	3,000	3,000	3,000	
54-82-669	SUPPLIES - CART PATH	7,426	3,205	8,000	40,000	28,000	28,000	Seal Coat
54-82-674	SUPPLIES - TREE STAKES & ROPES	332	-	-	-	-	-	
54-82-675	PROJECT COMPLETIONS	1,614	-	-	-	-	-	
54-82-677	SUPPLIES - MISC CHEMICALS	9,094	9,154	11,000	11,000	9,500	9,500	
54-82-720	CAPITAL OUTLAY - BUILDINGS	-	840	-	-	-	-	
54-82-730	CAPITAL OUTLAY - GRNDS IMPROVMT	-	480	-	-	-	-	
54-82-732	CAPITAL OUTLAY - SPRINK	-	-	-	-	20,000	20,000	Irrigation system
54-82-735	CAPITAL OUTLAY - IMPROVEMENTS	-	-	18,800	18,800	8,000	8,000	Drainage
54-82-740	CAPITAL OUTLAY - EQUIPMENT	75,691	44,292	66,600	66,600	59,600	59,600	
COURSE & EQUIP MAINTENANCE & REPAIRS Total		404,905	390,439	458,564	497,864	496,370	495,000	
DRIVING RANGE								
54-83-111	OVERTIME SALARIES & WAGES	-	-	250	250	-	-	
54-83-114	SALARIES & WAGES - TEMP/P-TIME	25,741	30,711	23,000	23,000	-	-	
54-83-132	WORKERS COMP INSURANCE	395	326	549	549	-	-	
54-83-133	FICA TAXES	1,969	2,349	1,755	1,755	-	-	
54-83-250	EQUIPMENT SUPPLIES & MAINT	1,169	473	1,000	1,000	1,500	1,500	
54-83-269	TEE AREA MAINTENANCE	-	-	-	-	-	-	
54-83-610	MISCELLANEOUS SUPPLIES	1,284	403	1,000	1,000	-	-	
54-83-631	EMPLOYEE INCENTIVE	-	-	-	-	-	-	
54-83-679	SUPPLIES - RANGE GOLF BALLS	2,717	2,772	3,000	3,000	3,000	3,000	
54-83-730	CAPITAL OUTLAY - IMPROVEMENTS	12,555	-	14,000	14,000	-	-	
54-83-740	CAPITAL OUTLAY - EQUIPMENT	5,595	-	10,000	10,000	-	-	
DRIVING RANGE Total		51,424	37,034	54,554	54,554	4,500	4,500	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
PRO SHOP & CAFÉ								
54-84-250	EQUIPMENT SUPPLIES & MAINT	1,511	784	1,250	1,250	1,300	1,300	
54-84-260	BLDGS & GROUNDS - SUPPLIES/MNT	2,220	6,741	6,250	6,250	3,500	3,500	
54-84-400	MERCHANDISE PURCHASES- DIRECT	61,138	74,184	75,000	75,000	75,000	75,000	
54-84-500	NON INVENTORY PURCHASES	-	-	-	-	-	-	
54-84-740	CAPITAL OUTLAY	43,325	8,427	-	-	-	-	
PRO SHOP & CAFÉ Total		108,193	90,136	82,500	82,500	79,800	79,800	
DEBT SERVICE								
54-85-811	PRINCIPAL - G.O. BOND '03	-	-	-	-	-	-	
54-85-813	LESS - BOND PRINCIPAL PAYMENTS	-	-	-	-	-	-	
54-85-816	LEASE PAYMENT - GOLF CARTS	36,078	53,797	36,060	36,060	43,200	43,200	
54-85-821	INTEREST - G.O. BOND '03	-	-	-	-	-	-	
54-85-831	AGENT FEES - '03 BOND	-	-	-	-	-	-	
54-85-840	INTERFUND LOAN	-	393,411	-	-	-	-	
54-85-899	INTEREST EXPENSE	15,855	6,044	7,500	7,500	7,500	7,500	
54-95-796	Pension Prior Period Adjust							
DEBT SERVICE Total		51,933	453,251	43,560	43,560	50,700	50,700	
GOLF FUND REVENUES								
		894,334	1,305,335	983,850	983,850	957,100	957,100	
GOLF FUND EXPENDITURES								
		870,091	1,233,396	976,216	1,015,516	956,620	953,500	
NET GAIN/(LOSS)								
		24,242	71,939	7,634	(31,666)	480	3,600	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
CAP PROJECT - 800 W								
<u>CONTRIBUTIONS AND TRANSFERS</u>								
72-38-800	CONTRIBUTIONS - WATER FUND			-				
72-38-810	CONTRIBUTIONS - WATER IMPACT FEE			-				
72-38-900	CONTRIBUTIONS - STREETS TAX			-				
72-38-910	CONTRIBUTIONS - STREETS IMPACT FEE	703,902		-				
CONTRIBUTIONS AND TRANSFERS Total		703,902		-				
<u>CAPITAL PROJECTS</u>								
72-70-730	CAPITAL OUTLAY - WATER	347,645		-				
72-70-770	CAPITAL OUTLAY - STREETS	326,840		-				
72-40-800	TRANSFERS TO OTHER FUNDS	-		-				
EXPENDITURES Total		674,485		-				
CAP PROJECT - 800 W FUND REVENUES		703,902		-				
CAP PROJECT - 800 W FUND EXPENDITURES		674,485		-				
NET GAIN/(LOSS)		27,441		-				

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
CAP PROJECT - 725 W								
73-36-600	Interest Earned	8		-				
73-36-630	Resident Sidewalk Part	5,167		-				
		5,175		-				
CONTRIBUTIONS AND TRANSFERS								
73-38-800	CONTRIBUTIONS - WATER FUND	-	22,448	-				
73-38-810	CONTRIBUTIONS - WATER IMPACT FEE	-		-				
73-38-900	CONTRIBUTIONS - STREETS TAX	419,962		-				
73-38-909	CONTRIBUTIONS - STREETS IMPACT FEE	-		-				
CONTRIBUTIONS AND TRANSFERS Total		419,962	22,448	-				
73-40-610	Misc Supplies	216		-				
		216	-	-				
CAPITAL PROJECTS								
73-70-730	CAPITAL OUTLAY - WATER	277,447	22,488	-				
73-70-770	CAPITAL OUTLAY - STREETS	147,474	-	-				
73-40-800	TRANSFERS TO OTHER FUNDS	-		-				
EXPENDITURES Total		424,920	22,488	-				
CAP PROJECT - 725 W FUND REVENUES		425,137	22,448	-				
CAP PROJECT - 725 W FUND EXPENDITURES		425,136	22,488	-				
NET GAIN/(LOSS)		1	(40)	-				

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
CAP PROJECT - PAGES LANE								
CONTRIBUTIONS AND TRANSFERS								
74-38-800	CONTRIBUTIONS - WATER FUND		225,000					
74-38-810	CONTRIBUTIONS - WATER IMPACT FEE		200,000					
74-38-900	CONTRIBUTIONS - STREETS TAX		175,000		133,500			
74-38-910	CONTRIBUTIONS - STREETS IMPACT FEE	2,066	198,000					
74-38-911	CONTRIBUTIONS - STORM WATER FUND	-	198,000					
74-38-920	CONTRIBUTIONS - GENERAL FUND				150,000			
74-38-999	CONTRIBUTIONS - UDOT GRANT							
CONTRIBUTIONS AND TRANSFERS Total		2,066	996,000	-	283,500	-	-	
CAPITAL PROJECTS								
74-40-620	Misc Service	2,066	1,966					
74-70-730	CAPITAL OUTLAY - WATER	-	444,602					
74-70-770	CAPITAL OUTLAY - STREETS	-	61,133		497,300			
74-70-771	CAPITAL OUTLAY - STORM WATER	-	114,199		160,300			
74-40-800	TRANSFERS TO OTHER FUNDS	-						
EXPENDITURES Total		2,066	621,900	-	657,600	-	-	
CAP PROJECT - PAGES LANE FUND REVENUES		2,066	996,000	-	283,500	-	-	
CAP PROJECT - PAGES LANE FUND EXPENDITURES		2,066	621,900	-	657,600	-	-	
NET GAIN/(LOSS)		-	374,100	-	(374,100)	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
CAP PROJECT - 660 W								
CONTRIBUTIONS AND TRANSFERS								
75-38-800	CONTRIBUTIONS - WATER FUND	-		200,000	-	-	-	
75-38-810	CONTRIBUTIONS - WATER IMPACT FEE	-		200,000	-	-	-	
75-38-900	CONTRIBUTIONS - STREETS TAX	-		350,000	-	-	-	
75-38-909	CONTRIBUTIONS - STREETS IMPACT FEE				-	-	-	
75-38-999	CONTRIBUTIONS - UDOT GRANT				-	-	-	
CONTRIBUTIONS AND TRANSFERS Total				750,000	-	-	-	
CAPITAL PROJECTS								
75-70-730	CAPITAL OUTLAY - WATER	-		400,000	-	-	-	
75-70-770	CAPITAL OUTLAY - STREETS	-		350,000	-	-	-	
75-40-800	TRANSFERS TO OTHER FUNDS	-		-	-	-	-	
EXPENDITURES Total				750,000	-	-	-	
CAP PROJECT - 660 W REVENUES		-		750,000	-	-	-	
CAP PROJECT - 660 W EXPENDITURES		-		750,000	-	-	-	
NET GAIN/(LOSS)		-		-	-	-	-	

Acct	Acct.Name	Actual 2014-15	Actual 2015-16	ORIGINAL 2016-17	FINAL AMEND 2016-17	TENTATIVE 2017-18	FINAL 2017-18	Note
CAP PROJECT - PAGES LANE #2 800W - 1100W								
CONTRIBUTIONS AND TRANSFERS								
75-38-800	CONTRIBUTIONS - WATER FUND	-				70,000	70,000	
75-38-810	CONTRIBUTIONS - WATER IMPACT FEE	-				50,000	50,000	
75-38-900	CONTRIBUTIONS - STREETS TAX	-				20,000	20,000	
75-38-909	CONTRIBUTIONS - STREETS IMPACT FEE					100,000	100,000	
75-38-999	CONTRIBUTIONS - UDOT GRANT					500,000	500,000	
CONTRIBUTIONS AND TRANSFERS Total				-	-	740,000	740,000	
CAPITAL PROJECTS								
75-70-730	CAPITAL OUTLAY - WATER	-				120,000	120,000	
75-70-770	CAPITAL OUTLAY - STREETS	-				620,000	620,000	
75-40-800	TRANSFERS TO OTHER FUNDS	-						
EXPENDITURES Total				-	-	740,000	740,000	
CAP PROJECT - PAGES LANE #2 FUND REVENUES		-		-	-	740,000	740,000	
CAP PROJECT - PAGES LANE #2 FUND EXPENDITURES		-		-	-	740,000	740,000	
NET GAIN/(LOSS)		-		-	-	-	-	



MEMORANDUM

TO: Mayor & Council
DATE: June 15, 2017
FROM: Duane Huffman
RE: **Financing for Irrigation System at Lakeside Golf Course**

As discussed during the development of the FY 2017/2018 budget, the computer irrigation system at Lakeside Golf Course is outdated and operationally inadequate. The system needing to be replaced includes the computer, programming, and satellite receivers. A quote for the equipment is included with this memo. The draft budget includes \$20,000 for the first year of financing for this system.

City staff compared financing from both Toro Irrigation (the manufacture of the equipment to be purchased) and Zions Bank, and the Zions Bank proposal had the superior terms. The terms proposed are as follows:

- Amount: \$109,000.00
- Length: 5 years
- Interest Rate: 2.88%
- Interest Cost: \$9,793.89

Turf Equipment & Irrigation
 1630 So Gladiola St
 Salt Lake City, Utah 84104
dave.jeffries@turfequip.com
 801-566-3256 ext 220



Job Name:

Lakeside GC

Bid Date:

3/3/2017

Qty.	Item	Unit Cost	Total Cost
Lynx- Smart Sat Hybrid Radio			
1	LX-01-5-07	\$ 24,164.63	\$ 24,164.63
	Lynx 5yr stand		
1	Fcc License	\$ 650.00	\$ 650.00
1	Site- Survey	\$ 1,000.00	\$ 1,000.00
1	Grounding Report	\$ 400.00	\$ 400.00
Central Total			\$ 26,214.630
1	FIU-2011DR	\$ 5,353.65	\$ 5,353.65
1	Antenna 7DB	\$ 382.50	\$ 382.50
1	Cable kits 50'	\$ 157.00	\$ 157.00
Radio Total			\$ 5,893.150
1	Toro Ipad App	\$ 99.00	\$ 99.00
1	Apple Ipad 64 w/ cell	\$ 900.00	\$ 900.00
Toro App's Total			\$ 999.000
3	32st Smart s Sat m4 radio	\$ 3,970.95	\$ 11,912.85
	32st Radio Sat		
2	48st Smart Sat M4 wire	\$ 3,690.61	\$ 7,381.22
	48st wireline		
6	48st Smart Sat M4 radio	\$ 4,751.93	\$ 28,511.58
	48st Radio Sat		
5	64st Smart Sat m4 radio	\$ 5,532.91	\$ 27,664.55
	64 st VP Sat		
Satellite Total			\$ 75,470.200
16	5/8x8' grounding rod	\$ 14.70	\$ 235.20
16	Cad-Weld clamps	\$ 11.86	\$ 189.76
1	igniter	\$ 11.50	\$ 11.50
160	#6 bare copper wire	\$ 0.36	\$ 57.60
Grounding Total			\$ 494.06

Quote good until
 October 31st 2017

Sub-Total \$ 109,071.040

Grand Total \$ 109,071.040

WEST BOUNTIFUL CITY

RESOLUTION #418-17

A RESOLUTION APPROVING THE FORM OF THE LEASE/PURCHASE AGREEMENT WITH ZB, N.A., SALT LAKE CITY, UTAH AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.

Whereas, The City Council (the "Governing Body") of West Bountiful City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of West Bountiful City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

EFFECTIVE DATE. This resolution shall take effect immediately upon passage.

Passed and approved by the City Council of West Bountiful City this 20th day of June, 2017.

Ken Romney, Mayor

Voting by the City Council:	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

ATTEST:

Cathy Brightwell, Recorder

\$109,000.00
West Bountiful City
Lease Purchase Agreement

-
-
1. Lease/Purchases Agreement of the West Bountiful City
 2. Exhibit A. Calculation of Interest Component
 3. Exhibit B. Description of Leased Property
 4. Exhibit C. Resolution of Governing Body
 5. Exhibit D. Opinion of Lessee's Counsel
 6. Exhibit E. Security Documents
 7. Exhibit F. Delivery and Acceptance Certificate
 8. Form 8038-G
 9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of July 5, 2017

by and between

ZB, N.A.,
as Lessor

and

WEST BOUNTIFUL CITY,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of July 5, 2017, by and between ZB, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank"), and West Bountiful City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H :

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property, and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the

Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease, constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E and F hereto.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D and E attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee’s fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on August 1, 2022, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

- (a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").
- (b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.
- (c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement

applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and to be in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be the named insured on such policies as its interest under this Lease may appear. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance satisfactory to Bank, if any, together with receipts for the initial premiums before the Leased Property is delivered to Lessee. Renewal policies, if any together with receipts showing payment of the applicable premiums will be delivered to Bank at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If

Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) **Maintenance; Repair and Replacement.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) **Tax and Assessments; Utility Charges.** The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee

shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank’s ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZB, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

West Bountiful City
550 North 800 West
West Bountiful, UT 84087
Attention: Duane Huffman

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only, and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZB, N.A., as Lessor

By _____
Authorized Officer

WEST BOUNTIFUL CITY, as Lessee

By: _____

Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of 2.88 percent (2.88 %) per annum calculated based on actual number of days elapsed during a 360-day year.

2. Payment Dates and Amounts.

<u>Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Lease Payment</u>
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[See Attached Schedule of Payments]

West Bountiful City, Utah

\$109,000.00 Equipment Lease Purchase

Dated July 5, 2017

(5-Year Structure)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/05/2017	-	-	-	-	-
02/01/2018	-	-	1,796.32	1,796.32	-
08/01/2018	11,430.13	2.880%	1,569.60	12,999.73	14,796.05
02/01/2019	11,594.72	2.880%	1,405.01	12,999.73	-
08/01/2019	11,761.69	2.880%	1,238.04	12,999.73	25,999.46
02/01/2020	11,931.06	2.880%	1,068.67	12,999.73	-
08/01/2020	12,102.86	2.880%	896.87	12,999.73	25,999.46
02/01/2021	12,277.14	2.880%	722.59	12,999.73	-
08/01/2021	12,453.94	2.880%	545.79	12,999.73	25,999.46
02/01/2022	12,633.27	2.880%	366.46	12,999.73	-
08/01/2022	12,815.19	2.880%	184.54	12,999.73	25,999.46
Total	\$109,000.00	-	\$9,793.89	\$118,793.89	-

Yield Statistics

Bond Year Dollars	\$340.07
Average Life	3.120 Years
Average Coupon	2.8800014%
Net Interest Cost (NIC)	2.8800014%
True Interest Cost (TIC)	2.8794307%
Bond Yield for Arbitrage Purposes	2.8794307%
All Inclusive Cost (AIC)	2.8794307%

IRS Form 8038

Net Interest Cost	2.8800014%
Weighted Average Maturity	3.120 Years

Lease (5yr) 5/18/17 | SINGLE PURPOSE | 5/19/2017 | 8:55 AM

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

Upgrade of the golf course irrigation system including the controls for the irrigation system (computer, programming, and satellite receivers). The irrigation central computer controls the programming aspects of the system. The field control satellites receive the programs from the central computer and dispense the information to each individual irrigation head.

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZB, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the “Governing Body”) of West Bountiful City (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of West Bountiful City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, _____.

By _____

Name _____ Print

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH

)

) ss.

COUNTY OF DAVIS

)

I, _____ hereby certify that I am the duly qualified and acting
_____ of West Bountiful City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on June 20, 2017, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, _____.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, _____.

By _____

Print Name _____

Title _____

EXHIBIT D

Opinion of Lessee's Counsel

To: ZB, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for West Bountiful City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 5th day of July, 2017, between the Lessee and ZB, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the

Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[UCC-1 Filing]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZB, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZB, N.A. (the "Bank"), dated July 5, 2017, (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

WEST BOUNTIFUL CITY

By: _____
(Authorized Signature)

Date: _____

MEMORANDUM



TO: Mayor & Council
DATE: June 15, 2017
FROM: Duane Huffman
RE: **Golf Cart Lease/Purchase Agreement**

As discussed during the development of the FY 2017/2018 budget, staff is planning to add an additional 10 carts by way of lease (buy-back arrangement), which will bring the total number of carts at Lakeside to 70. Also, there are ten leased carts that are due to be turned in at the end of June. Attached with this memo is a resolution that authorizes a conditional sales agreement to lease 20 carts (ten new ones, and ten to replace those that are being turned in). This requires annual payments of \$14,000, which is included in the tentative FY 18 budget.

WEST BOUNTIFUL CITY

RESOLUTION #419-17

A RESOLUTION APPROVING THE FORM OF THE CONDITIONAL SALE AGREEMENT WITH YAMAHA MOTOR FINANCE CORPORATION AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.

Whereas, The City Council of West Bountiful City has determined that the conditional purchase of the property described in the Conditional Sale Agreement presented at this meeting is for a valid public purpose and is essential to the operations of the Lakeside Golf Course; and

Whereas, the City Council has reviewed the form of the Agreement and has found the terms and conditions thereof acceptable; and

Be it resolved by the City Council of West Bountiful City as follows:

SECTION 1. The terms of said Agreement are in the best interests of the City.

SECTION 2. The appropriate officers and officials of the City are hereby authorized and directed to execute and deliver the Conditional Sale Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Conditional Sale Agreement for and on behalf of the City. The officers and officials of the City may make such changes to the Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the City Council and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Agreement.

EFFECTIVE DATE. This resolution shall take effect immediately upon passage.

Passed and approved by the City Council of West Bountiful City this 20th day of June, 2017.

Ken Romney, Mayor

Voting by the City Council:	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

ATTEST:

Cathy Brightwell, Recorder



Edited

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of June 6, 2017 by and between Yamaha Motor Finance Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress, California 90630 and WEST BOUNTIFUL CITY, UTAH (hereinafter call "Purchaser") having its principal office and place of business at 550 N. 800 WEST, WEST BOUNTIFUL, UT 84087.

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on any Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located. Purchaser shall pay Seller interest on such amount at 18% per annum.

4. DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.

4.1 **Delivery and Acceptance of the Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, NON-INTERFERENCE AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES

OR COMMERCIAL LOSSES SUFFERED BY PURCHASER OR ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. TITLE AND ASSIGNMENT

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or any Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 ASSIGNMENT BY SELLER

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, or pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, in whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed and such assignee shall be thereafter considered the Seller for all purposes under this Agreement.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. TAXES AND FEES.

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to any Equipment Schedule (excepting only Federal, state and local taxes solely based on or measured by the net income of Seller).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance. Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; **provided, however**, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that with respect to the Agreement and each Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate or other action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

(e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with a loss payee certificate of insurance.

12. DEFAULT. Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or any Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or any Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or

(c) Any representation or warranty made by Purchaser in an Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

13. REMEDIES. Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or an Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. This Agreement and the Equipment Schedule(s) shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or an Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Signed Counterparts. The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary Transfer Constitutes Default.

Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations. Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement. Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in an Equipment Schedule and that this Agreement and such Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor any Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. Each Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

WEST
BOUNTIFUL
CITY, UTAH

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

X By: _____
X Print Name: _____
X Title: _____

By: _____
Print Name: Kim Ruiz
Title: President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of West Bountiful City, UT (the "Company"), to negotiate, execute and deliver the Conditional Sale Agreement dated as of June 6, 2017, _____, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and Yamaha Motor Finance Corporation, U.S.A.; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____, _____.

SEAL

Secretary

CONDITIONAL SALE EXHIBIT A

EQUIPMENT SCHEDULE # 117345

Dated June 06, 2017

1. This Schedule covers the following property ("Equipment"):

20 DR2A GOLF CARS

2. Location of Equipment:

LAKESIDE GOLF COURSE

1201 N. 1100 W.

WEST BOUNTIFUL, UT 84047

3. The Terms for the Equipment described herein shall commence on July 01, 2017 and shall consist of 60 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

5 MONTHLY PAYMENTS IN THE AMOUNT OF \$13,999.60 (APPLICABLE TAXES TO BE BILLED).

STARTING JULY 2017 AND ENDING JULY 2021. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:

Jul-17 \$13,999.60 Jul-18 \$13,999.60 Jul-19 \$13,999.60 Jul-20 \$13,999.60 Jul-21 \$13,999.60

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$29,235.10

7. Other Terms:

Interest Factor: 3.8 %

Yamaha Motor Corporation, U.S.A., Seller and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Agreement. Maintenance and service are the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Agreement shall not relieve Purchaser of the responsibilities under the Agreement.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated June 06, 2017
All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule .

WEST BOUNTIFUL CITY, UTAH

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By _____
Signature

By _____
Signature

Name: _____
Type or Print

Name: Kim Ruiz
Type or Print

Title: _____

Title: President



West Bountiful City

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
CONDITIONAL SALE CONTRACT
PURCHASER: West Bountiful City
EQUIPMENT SCHEDULE # 117345**

Initialed By: _____

[Signature]

Yield: 3.800%

Mon #	Due Date	Payment	Interest	Principal Adjustment	Balance
				Total Financed	89,160.00
1	07/01/17	13,999.60	274.05	13,725.55	75,434.45
2	08/01/17	0.00	231.86	-231.86	75,666.32
3	09/01/17	0.00	232.58	-232.58	75,898.90
4	10/01/17	0.00	233.29	-233.29	76,132.19
5	11/01/17	0.00	234.01	-234.01	76,366.20
6	12/01/17	0.00	234.73	-234.73	76,600.93
7	01/01/18	0.00	235.45	-235.45	76,836.38
8	02/01/18	0.00	236.17	-236.17	77,072.55
9	03/01/18	0.00	236.90	-236.90	77,309.45
10	04/01/18	0.00	237.63	-237.63	77,547.08
11	05/01/18	0.00	238.36	-238.36	77,785.43
12	06/01/18	0.00	239.09	-239.09	78,024.53
13	07/01/18	13,999.60	239.83	13,759.77	64,264.75
14	08/01/18	0.00	197.53	-197.53	64,462.28
15	09/01/18	0.00	198.14	-198.14	64,660.42
16	10/01/18	0.00	198.75	-198.75	64,859.17
17	11/01/18	0.00	199.36	-199.36	65,058.53
18	12/01/18	0.00	199.97	-199.97	65,258.50
19	01/01/19	0.00	200.59	-200.59	65,459.09
20	02/01/19	0.00	201.20	-201.20	65,660.29
21	03/01/19	0.00	201.82	-201.82	65,862.11
22	04/01/19	0.00	202.44	-202.44	66,064.55
23	05/01/19	0.00	203.06	-203.06	66,267.62
24	06/01/19	0.00	203.69	-203.69	66,471.31
25	07/01/19	13,999.60	204.31	13,795.29	52,676.02
26	08/01/19	0.00	161.91	-161.91	52,837.93
27	09/01/19	0.00	162.41	-162.41	53,000.34
28	10/01/19	0.00	162.91	-162.91	53,163.25
29	11/01/19	0.00	163.41	-163.41	53,326.66
30	12/01/19	0.00	163.91	-163.91	53,490.57
31	01/01/20	0.00	164.42	-164.42	53,654.99
32	02/01/20	0.00	164.92	-164.92	53,819.91
33	03/01/20	0.00	165.43	-165.43	53,985.33
34	04/01/20	0.00	165.94	-165.94	54,151.27
35	05/01/20	0.00	166.45	-166.45	54,317.72
36	06/01/20	0.00	166.96	-166.96	54,484.67
37	07/01/20	13,999.60	167.47	13,832.13	40,652.54
38	08/01/20	0.00	124.95	-124.95	40,777.50
39	09/01/20	0.00	125.34	-125.34	40,902.84
40	10/01/20	0.00	125.72	-125.72	41,028.56
41	11/01/20	0.00	126.11	-126.11	41,154.67
42	12/01/20	0.00	126.50	-126.50	41,281.17
43	01/01/21	0.00	126.89	-126.89	41,408.06
44	02/01/21	0.00	127.28	-127.28	41,535.33
45	03/01/21	0.00	127.67	-127.67	41,663.00
46	04/01/21	0.00	128.06	-128.06	41,791.06
47	05/01/21	0.00	128.45	-128.45	41,919.52
48	06/01/21	0.00	128.85	-128.85	42,048.37
49	07/01/21	13,999.60	129.25	13,870.35	28,178.01
50	08/01/21	0.00	86.61	-86.61	28,264.62
51	09/01/21	0.00	86.88	-86.88	28,351.50
52	10/01/21	0.00	87.14	-87.14	28,438.65
53	11/01/21	0.00	87.41	-87.41	28,526.06
54	12/01/21	0.00	87.68	-87.68	28,613.74
55	01/01/22	0.00	87.95	-87.95	28,701.69
56	02/01/22	0.00	88.22	-88.22	28,789.91
57	03/01/22	0.00	88.49	-88.49	28,878.40
58	04/01/22	0.00	88.76	-88.76	28,967.17
59	05/01/22	0.00	89.04	-89.04	29,056.20
60	06/01/22	0.00	89.31	-89.31	29,145.51
Totals:		69,998.00	9,983.51	60,014.49	



MEMORANDUM

TO: Mayor and City Council

DATE: June 15, 2017

FROM: Ben White

RE: Seal Coating Golf Course Asphalt Cart Paths

Staff solicited proposals to seal coat the asphalt cart paths on the golf course. The purpose of an asphalt seal coat is to extend the life of the asphalt by sealing the asphalt oils in the asphalt as well as preventing water intrusion. Staff requested proposals for three different products, (1) slurry seal, (2) mastic seal, and (3) high density mineral bond. The three products are not the same. They each have their place in today's asphalt preservation market.

Slurry seal providers declined to submit proposal since their equipment is sized for placing material on asphalt roads. Their equipment is too large and would cause too much damage to the golf course when applying their product to the cart paths.

The City received a bid from Morgan Pavement to place a mastic seal at a cost of \$0.22 per square foot or \$17,424 for 8800 square yards of material.

The City also received a bid from Holbrook Asphalt to place a high density mineral bond at a cost of \$0.225 per square foot or \$17,820 for 8800 square yards of material.

As stated above, the three proposed materials are not considered as the same thing. Each has its own characteristics. **Staff is recommending the high density mineral bond provided by Holbrook Asphalt as the best value for the city.**



Utah Office
3828 South 1700 East
St. George, UT 84790
P: 435.652.4427
F: 435.656.3943

Nevada Office
2900 Meade Ave, Ste 7
Las Vegas, NV 89118
P: 702.823.3902
F: 702.777.7575

Arizona Office
3806 S 16th Street
Phoenix, AZ 85040
P: 602.307.0425
F: 435.656.3943

PROPOSAL

Date	Estimate
6/9/2017	17-35084

www.HolbrookAsphalt.com

Client	Project Description	Project Location
West Bountiful Ben White 550 North 800 West West Bountiful, UT 84087 801.292.4486	2017 Lakeside Golf Course	Lakeside Golf Course 1201 N 1100 W, West Bountiful, UT 84087

P.O. Number	Terms	Advisor	Region	State License #
	Due upon completion	Aaron	UT, Northern	UT-371406-5501

Description	Quantity	U/M	Rate	Total
HA5 HIGH DENSITY MINERAL BOND: (76,022 SQ FEET) -- Clean & prepare surface using high pressure air & wire bristle brooms. -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).	76,022	SqFt	0.225	17,104.95

NOTE: This estimate is based on all work being completed in (2) two days.

Total \$17,104.95

Proposal void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Holbrook Asphalt Co. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Holbrook Asphalt Co. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.

PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core)

There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Holbrook Asphalt Co. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.

As the Client, I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I understand and agree that I will be billed for towing as incurred and will be due on receipt. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice.

I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee's of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.

INSURANCE: These insurance limits are listed by Holbrook Asphalt to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Holbrook Asphalt agrees to differing limits. Certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) AUTO: \$1m UMBRELLA: \$2m (inc.), \$2m (agg.) PERSONAL INJ: \$1m WORKERS COMP: \$1m

Signature _____ Print Name _____ Date _____ Holbrook Asphalt Co. _____

Morgan Pavement
 Remit to: PO Box 190
 Clearfield, UT 84089
 625 S. Main Street
 Clearfield, UT 84015



Phone: (801) 544-5947
 Fax: (801) 416-8061
 MorganPavement.com

Mastic Asphalt Treatment-Excavation & Grading-Asphalt Paving-Patching-Sealcoat-Slurry-Crackseal-Striping-Consulting

To:	WEST BOUNTIFUL	Contact:	BEN WHITE
Address:	550 NORTH 800 WEST WEST BOUNTIFUL, UT 84087	Phone:	
		Fax:	
Project Name:	2017 West Bountiful City-Lake Side Golf Course	Bid Number:	
Project Location:	1201 N 1100 W, West Bountiful, UT	Bid Date:	5/30/2017

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<u>Emulsified Asphalt Seal Coat</u>	8,800.00	SY	\$1.980	\$17,424.00
· Clean Entire Surface Free Of Dirt And Debris				
· Apply 2 Coats Of Onyx Asphalt Sealer				

Total Bid Price: \$17,424.00

Notes:

- Any deviation from these specifications and/or terms shall be by written mutual agreement. Payment for extra work and allowances for omission shall be fixed in advance in writing on demand by either party. No verbal agreement or understanding shall be binding
- Temperature is a factor in the ability to apply certain asphalt products and obtain adhesion. In order for warranty to apply, temperatures must fall within certain parameters for that specific scope of work. Please call to verify the temperature parameters of the proposed work.
- Please turn off all sprinklers and remove obstructions (i.e. dumpsters or cars) from work site prior to performance of work. Morgan Pavement will not be held liable for areas that are wet or blocked on the day that the crews arrive. If it is necessary to return to touch up areas so affected, there will be additional charges.
- Morgan Pavement assumes no risk or liability of undisclosed or unforeseen conditions of the project site, including but not limited to hazardous waste, unstable or saturated subgrade, underground utilities, water table issues.
- Exclusions unless noted on scope of work: Bonds, fees, permits, material or compaction testing, traffic control and/or barricades, prime coat, soil sterilant, subgrade stabilization, concrete, sawcutting, earthwork, engineering, survey, construction staking, third party billing fees
- Morgan Pavement will not guarantee drainage on grades with 1% or less slope or on overlays.
- Both Parties agree that Morgan Pavement is not liable for any damage of underground piping, wiring, conduit which are not visible to crews on the property that could not be located by utility locator service. (i.e. blue stakes)
- Price is valid for 30 days from date of proposal
- Due to the volatility of the oil industry, this bid may fluctuate with oil prices. Therefore this may adjust with any increase in oil/material prices.
- Morgan Pavement reserves the right to use a sub-contractor on any scope of work.

Payment Terms:

Payment is due at completion of project without any retention being withheld, Invoices are subject to 2% interest per month beginning 30 days following the due date. In the event it becomes necessary for Morgan Pavement to file suit to collect any money due, hereunder or for breach thereof, the owner agrees to pay in addition to the amount due, all costs of enforcement including reasonable attorney fees. In the event of dispute between Morgan Pavement and Buyer, the parties agree to arbitration through the American Arbitration Association.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Morgan Pavement Authorized Signature: _____ Estimator: CARTER HANSON (801) 837-0916 chanson@morganpavement.com
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WEST BOUNTIFUL CITY POLICE DEPARTMENT

Todd L. Hixson
Chief of Police

550 North 800 West
West Bountiful, Utah 84087
Office 801- 292-4487/Fax 801 – 294-3590

Kenneth Romney
Mayor

West Bountiful City Council Report June 20, 2017

Statistics are from May, 2017; the other information reported is collected between council meetings.

Crossing Guards

Our crossing guards are enjoying a well deserved summer vacation. During the course of the school year we did not experience any problems or have any concerns in this area. We are fortunate to have such great people working for us.

Personnel

Officer Jeremy Godfrey's one year anniversary with West Bountiful was on May 30, 2017. Jeremy has done a great job during the last year.

Officer Allen Van Wagoner's two year anniversary with West Bountiful was on June 1, 2017. Allen has also done a great job during the course of the last year. During the last year Allen was assigned as the school liaison officer and has done an incredible job in that assignment.

Assistant Chief Brandon Erikson's five year anniversary with West Bountiful was on Sunday, June 18, 2017. His yearly evaluation Brandon has an excellent year. He has adapted well to his role as the Assistant Chief and has continued to be an excellent leader for West Bountiful.

EMPAC

EmPAC meeting is scheduled for June 20, 2017.

EmPAC has purchased another trailer that will be used for Spontaneous Volunteer Management. The trailer will store a significant number of tables and chairs. This is also available for city events such as the 4th of July.

General Information

The Beer Tax Grant has been completed and submitted to the state for approval.

The Windows in the sergeant's offices have been installed

West Bountiful Police Department

Department Summary

5/1/2017 to 5/31/2017

Arrests	28	
Adult	27	96.4%
Juvenile	1	3.6%
Activities	1,385	
Admin	187	13.5%
Assist	126	9.1%
Community Relations	20	1.4%
Deaths	2	0.1%
Investigation	57	4.1%
Patrol	201	14.5%
Property	8	0.6%
Security	354	25.6%
Service Call	66	4.8%
Suspicious Activity	21	1.5%
Traffic	332	24.0%
Vehicle Accident	11	0.8%
Shift Time and Percent Accounted	1480 hr. 59 min.	47.7%
Reports	307	
CITATION REPORT	136	44.3%
INCIDENT REPORT	126	41.0%
OFFICER INFORMATION	42	13.7%
POLICE VEHICLE IMPOUND	3	1.0%

Department Summary

Crime Offenses	84	
ANIMAL CONTROL	2	2.4%
BURGLARY	3	3.6%
COUNTERFEITING	3	3.6%
DAMAGE PROPERTY	6	7.1%
DANGEROUS DRUGS	12	14.3%
FAMILY OFFENSE	5	6.0%
FRAUD	5	6.0%
MISSING PERSONS	2	2.4%
OBSTRUCTION POLICE	1	1.2%
OTHER/MISC	1	1.2%
PRIVACY VIOLATIONS	5	6.0%
PUBLIC PEACE	3	3.6%
SEX ASSAULT	3	3.6%
SEX OFFENSE	2	2.4%
STOLEN VEHICLE	2	2.4%
THEFT	7	8.3%
TRAFFIC OFFENSE	16	19.0%
WARRANT SERVICE	6	7.1%

Accidents	20
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Citation Violations	175	
DUI	2	1.1%
Fix it	12	6.9%
Misdemeanor	25	14.3%
Traffic	79	45.1%
Warning	57	32.6%

Minutes of the West Bountiful City Council meeting held on Wednesday, June 6, 2017 at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

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

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

EXCUSED: Council member Andy Williams, City Engineer Ben White

GUESTS: Alan Malan, Eric and Lucile Eastman, Heather Gardner, Debbie McKean, Kay Hamilton

Mayor Romney called the regular meeting to order at 7:40 pm.

Mayor Romney offered a prayer; Kelly Enquist led the Pledge of Allegiance.

1. Accept Agenda.

MOTION: *Kelly Enquist Moved to Accept the Agenda as discussed; James Bruhn Seconded the Motion which PASSED by Unanimous Vote of all Members Present.*

2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).

Eric Eastman, resident - Speaking on behalf of the Arts Council, he shared that the art in the Chambers will be switched out for Jim Child's wildlife photographs. Mr. Child will present a slide show and tell stories about the photos Friday evening at 7pm. Mr. Eastman also had questions about when pending minutes are available so he can monitor the progress of Ovation Home's development. *They are available on the website as part of meeting packets the Friday before each meeting.*

Heather Gardner, resident - Regarding the budget, she had questions about golf course projected revenues and whether the city bonded to build the course. Mr. Huffman went over the golf course budget and explained revenues are difficult to project given critical factors like weather. Contributions and transfers from the General Fund and RAP have helped with capital projects and to

enable the golf course to stay in the black and build up a small fund balance. He added that the City has bonded twice for the golf course; first when it was purchased and again when it was expanded to a full 18 hole course. These bonds have been retired/paid off, now the only debt the golf course has are capital leases to own equipment such as mowers and golf carts.

Mrs. Gardner also commented that citizens are concerned about the poor lighting along 800 West between City Hall and neighborhoods, and 830 West on Porter Lane going to Legacy Parkway. They would like to see it improved. Mayor Romney said it is helpful to know what areas citizens have concerns about.

Kay Hamilton, resident – Regarding the Trails in the city, she said she is grateful for them but ever since the city and UTA resolved their differences, everything is gone along the edges of the trails, including roses, trees, etc. It was much prettier when it was more native; now it is just a weed fest. Not sure why other cities have been able to keep vegetation along their portions of the trail. She added that she would love to see the land for sale north of Onion Parkway trail remain open space with trees and animals and suggested the City buy it.

Steve Maughan responded that his crew has kept the area sprayed to get rid of thistle and broadleaf plants while encouraging the grass to grow up to trail. He said it is difficult to get rid of the vegetation we don't want and get nice grasses to grow, but with time it will come. He told her she can call him anytime to discuss it. Mayor Romney added that as development comes, we can encourage them to leave open space along trails in those areas.

3. Presentation by Debbie McKean Regarding Independence Day Celebration.

Debbie McKean talked about the upcoming Independence Day celebration and went over the assignments for each council member. She commended the parade chair, Jana Slagowski, for doing an excellent job. Food vendors will include Apollo Burger, El Morro and World's Greatest Corn Dogs. She will coordinate ordering candy for city participants. The budget allows for two boxes per council member. Candidates for the upcoming election cannot use city candy if they plan to campaign during the parade. Recognition will go to Melissa Cochran – Citizen of the Year, Halvert & Amy Olsen - Grand Marshals, Glen Davis – Honorary Veteran, Justin Wood – Youth of the Year.

Mrs. McKean also gave an update on the progress of updating the blue history book. She said work on it has slowed down since she got a new job, but it is still in progress. Renate Allen has written a portion on CERT. Mayor Romney thanked Debbie for all her hard work on this project.

4. Public Hearing to Receive Comments on Amendments to the Fiscal Year 2016-2017 Budget.

Duane Huffman pointed out final changes in the proposed FY17 budget. Initially the RAP Master Planning project was to come out of next year's budget but we've already started so an amount was moved to the current fiscal year. Another change in today's draft increased the contribution to the West Yard fund up to \$440k keep the fund balance at 25%. There is a chance property taxes will come in higher than we are allowed to budget for so this will give us the capacity to transfer funds – only if there is excess.

MOTION: James Bruhn made a Motion to open the public hearing. Mark Preece seconded the Motion which passed by unanimous vote of all members present.

There were no public comments.

MOTION: Mark Preece made a Motion to close the public hearing. James Bruhn seconded the Motion which passed by unanimous vote of all members present.

There was discussion to amend the agenda to consider the adoption of FY 2017 Budget Amendments (item 6) before moving to the next public hearing.

MOTION: James Bruhn made a Motion to move Agenda Item 6 to follow Item 4. Mark Preece seconded the Motion which passed by unanimous vote of all members present.

6. Consider Resolution 416-17, A Resolution Enacting the 2nd and Final Amendments to the Fiscal Year 2016-2017 Budget.

MOTION: *James Bruhn made a Motion to Adopt the 2nd and Final Amendments to the Fiscal Year 2016-2017 Budget. Mark Preece seconded the Motion which passed.*

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn – Aye
Kelly Enquist – Aye
Mark Preece – Aye
Andy Williams – Absent

5. Public Hearing to Receive Comments the Budget for Fiscal Year 2017-2018.

MOTION: Mark Preece made a Motion to open the public hearing. James Bruhn seconded the Motion which passed by unanimous vote of all members present.

There were no public comments.

MOTION: James Bruhn made a Motion to close the public hearing. Mark Preece seconded the Motion which passed by unanimous vote of all members present.

Mayor Romney asked if there were any other issues to address before considering the new budget.

Duane Huffman explained that the most recent budget includes a Certified Tax Rate for property taxes which changes the budget amount from \$1,246m to \$1.271m. He then went on to describe recent changes in state law regarding personal property value growth that affects the City's tax rate and revenue collection.

Property tax revenues collected by cities have been designed to remain flat each year except for new growth or tax increases (truth in taxation). Aside from new growth, if real property values increase due to market inflation, the system is designed to lower the rates to keep the overall revenues collected flat unless there is an approved tax increase. West Bountiful has experienced significant new growth from personal property values related to the expansion at Holly Frontier, and this new growth resulted in increases in property tax revenues collected.

The 2016 Legislature adopted H.B. 25 "Property Tax Changes" which dictated that new personal property will no longer be considered new growth when determining the property tax revenue the City is eligible to receive and essentially lock-in 2016 values, and any new personal property will be treated just as market inflation is treated for real property.

One of the effects of this change is that as personal property continues to grow, other tax payers will realize a decrease in their tax rate, for example if a home value increases at the County's average 7% from \$290K to \$310K, the property owner could see a decrease of \$36 in property taxes.

Mr. Huffman suggested the Council may want to consider the idea of keeping the amount paid by a homeowner flat or nearly flat, which would essentially capture the revenue lost from the removal of personal property growth. The rate could be adjusted so that the average homeowner would continue to pay a slightly smaller annual fee; for example, \$268/yr would go to \$260/yr instead of \$232/yr, giving the city an additional \$200k for its capital needs. Another implication is related to how city assessments are calculated for the South Davis Metro Fire District. In the past, West Bountiful's assessment increased due to the personal property valuations, and the City was able

162 to fund these increases because of the new revenue growth; however, moving forward, the City will
163 not receive additional revenue.

164 Mayor Romney asked if we really know how this will impact our budget and impact capital
165 improvement plans. We need to get input from residents to see if they prefer a \$40/yr tax decrease
166 and let the city deal with the reduced future revenues. We have to option to approve the current
167 tentative budget or table it and get more information on impacts to residents and to the City.

168 Mayor Romney asked for input from members of the audience on this issue and on the
169 proposed budget.

170 Eric Eastman had questions about the Parks budget. In response, he was told the City decided
171 to wait to rebuild the bowery behind city hall until we know more about upcoming school
172 construction, and repairs to the log cabin had been removed from the budget.

173 Mr. Eastman commented that he appreciates the current city council and the way they can
174 work together and even when they disagree have found way to do it without being disagreeable.

175 Brady Tracy asked how this new tax issue affects Holly. Duane explained that under the new
176 arrangement, they are scheduled to pay relatively less than they would have. Brady said his family
177 was forced to shut down its business due to being taxed on each and every piece of equipment.

178 Heather Gardner asked about projected revenues in the Golf Fund. Mr. Huffman reviewed
179 the budget worksheet and talked about revenue swings being common in the golf industry. He also
180 pointed out bond payments. He explained it is difficult to run a public golf course profitably
181 regardless of good management because it is so dependent on factors such as weather. This is why
182 private courses are very expensive and can only be afforded by a few.

183 Mrs. Gardner also asked how the \$80k for a new police officer is broken out. Mr. Huffman
184 reviewed the components of the total expense.

185 Lucile Eastman asked what the motivation was for legislature to make changes to the tax law.
186 Mr. Huffman said he was not sure of all the details but it appeared some of it had to do with a
187 landside Kennecott had to deal with a few years ago and all the new personal property they had to
188 purchase which had a big impact on taxes they pay.

189 She said the City needs to be careful how it is presented to the public. She recalled the uproar
190 when water and garbage rates were increased but very few thank yous when the rates were later
191 dropped. She suggested it be presented as a tax increase that will not increase rates, i.e., no change to
192 what is currently being paid.

193
194
195 **7. Consider Resolution Enacting the 2nd and Final Amendments to the Fiscal Year 2016-**
196 **2017 Budget.**

197
198 Mayor Romney said he believes the Truth in Taxation issues need more consideration. We
199 need to better understand how it will impact capital improvements and things like fire assessment.
200 We need to look at what is right and fair to everyone and get residents involved.

MOTION: *James Ahlstrom made a Motion to table a decision on the Fiscal Year 2018 Budget, but allow Chief Hixson to begin advertising for the new police officer position. Mark Preece seconded the Motion which passed*

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn – Aye
Kelly Enquist – Aye
Mark Preece – Aye
Andy Williams – Absent

8. Consider Relocation and Reimbursement Agreement with Century Link QC to Place Fourteen New Poles and Transfer Approximately 2000 feet of Existing Aerial Cable to the New Poles Near the East Right-of-Way on the East Side of 1100 West Between 500 South and Mill Creek in West Bountiful.

Duane Huffman explained this agreement is tied to a project to widen and place improvements on 1100 West between 500 South and the canal (at approximately 100 N). Holly will pay for all improvements as part of their earlier expansion, except the moving of Century Link poles which the City will pay for (maximum of \$60k). This agreement resolves a long standing dispute with Century Link.

MOTION: *James Ahlstrom made a Motion to approve the Relocation and Reimbursement Agreement with Century Link QC. James Bruhn Seconded the Motion Which Passed by Unanimous Vote of All Members Present*

9. Consider Award of 2017 Property, Liability, and Workers Compensation Insurance.

Duane Huffman explained that review of the bids has taken longer than anticipated. The outside party the City has hired should have a recommendation soon.

MOTION: *James Ahlstrom made a Motion to table consideration of the Award of 2017 Property, Liability, and Workers Compensation Insurance. Mark Preece Seconded the Motion Which Passed by Unanimous Vote of All Members Present*

10. Consider Approval of Five-Year Lease of 20 Yamaha golf Carts for \$13,999.60/year.

Duane Huffman explained this item is not ready for consideration. Council member Bruhn asked if the twenty carts are all in addition to current inventory and Mr. Huffman responded that ten replace expiring leases and ten will be new taking us to a total of seventy.

MOTION: *Mark Preece made a Motion to Table Consideration of the Five-Year Lease of 20 Yamaha golf Carts for \$13,999.60/year. James Ahlstrom Seconded the Motion Which Passed by Unanimous Vote of All Members Present*

11. Public Works.

Steve Maughan

- Road repairs in preparation for overlays in July include filling pot holes and soft spots.
- Street sweeping and street striping – will do some that were seal coated now and then other areas in the city later in the summer. Will repair the sidewalk at Jessi's Meadow and 1100 West.
- Wrapping up odds and ends of Pages Lane project which include repairing a walkway for Christy Morrison, and Chris Hogan drainage.
- Two new drinking fountains have been installed at the Park; one at the snack shack and one by the large bowery. There was a leak under the concrete at the fountain by the snack shack that had to be repaired. Another drinking fountain will be installed between the new playground and basketball court.
- Questar project is still ongoing. They have a 24" line completed on 1450 W but they will need to open the trench at 400 North so it has become necessary to close 1450 West so they can bore other 8" line. They are planning on a 3 week closure.
- Installation of the new audio/visual system in council chambers will begin the week of June 26 and is expected to take 4-5 days.

12. Administrative/Finance Report.

Duane Huffman

- Candidate Filing period closes tomorrow. So far we have two candidates for Mayor and four for city council. If we get any more, a Primary election will be required.
- Would like to schedule a worksession at the next meeting to discuss compensation issues. *Neither the Mayor nor Council member Ahlstrom is available.*

- If we decide to move forward with Truth in Taxation, budget approval will be delayed until it is complete in August.
- We have begun to explore banking options as we have not been overly excited about fees, etc., with our current provider.

11. Mayor/Council Reports.

Kelly Enquist

- Asked about enforcement options for non-compliance/illegal structures. Duane explained we have a history of poor enforcement. When we become aware of a situation, we ask the resident to address the issues. We are now looking at putting “certificates of non-compliance” on properties. Residents can also pursue on their own enforcement. There was discussion about several options and the need to come up with a plan to discuss at a future meeting. Councilman Enquist said other cities have code enforcement officers that identify issues and deal with them.

James Bruhn

- Still having extra meetings of Wasatch Integrated to discuss what to do regarding outstanding issues related to the burn plant closure. Employees have been let go and we are soliciting bids for demolition. It will become a transfer station.

Mark Preece

- CERT bought new trailer to carry new tables and chairs for spontaneous volunteer management and events. Discussion about where it should be stored, possibly in one of the police department parking stalls.

James Ahlstrom

- Asked for an update on the status of the RAP Master planning committee. Duane responded that the committee is being organized and surveys will be distributed to the public, including at the July 4th event.
- He talked about church access paths and will follow-up regarding our request for a path from Stringham Farms subdivision.

Mayor Romney

- Asked how much sand would it take to smooth out uneven areas in the grass at the Park. This is something we may want to look at; would need to be done consistently for several years.

- 12. Approve Minutes from the May 11, 2017, and May 16, 2017, and May 23, 2017 City Council Meetings.**

MOTION: *James Ahlstrom Moved to Approve the Minutes of the May 11, 2017, and May 16, 2017, and May 23, 2017 meetings. James Bruhn seconded the Motion which PASSED by Unanimous Vote of All Members Present.*

- 13. Executive Session For The Purpose of Discussing Items Allowed Pursuant to UCA, 52-4-205**

No Executive Session was needed.

- 14. Adjourn.**

MOTION: *James Ahlstrom Moved to Adjourn this Meeting of the West Bountiful City Council at 9:43 p.m. James Bruhn seconded the Motion which PASSED by Unanimous Vote of all Members Present.*

The foregoing was approved by the West Bountiful City Council on Tuesday, June 20, 2017.

Cathy Brightwell (City Recorder)