



BOUNTIFUL CITY COUNCIL

Tuesday, January 27th, 2026

6:00 p.m. Work Session

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN on the Utah Public Notice Website, the Bountiful City Website and at Bountiful City Hall not less than 24 hours prior to the meeting that the City Council of Bountiful, Utah will hold its regular Council meeting at City Hall, 795 South Main Street, Bountiful, Utah, at the time and on the date given above. The public is invited to all open meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans with Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

The meeting is also available to view online, and the link will be available on the Bountiful City website homepage (www.bountifulutah.gov) approximately one hour prior to the start of the meeting.

AGENDA

6:00 p.m. – Work Session

1. Bountiful Concert Series Discussion – Mr. Tyson Beck	pg. 3
2. Library Remodel Update – Mr. Gary Hill	pg. 5

7:00 p.m. – Regular Meeting

1. Welcome, Pledge of Allegiance and Opening Thought	
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and city of residency, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.	
3. Consider approval of the minutes of the previous meeting held on January 8 th , 2026	pg. 7
4. Council reports	
5. Consider approval of expenditures greater than \$1,000 paid on January 7 th and 14 th , 2026	pg. 11
6. Consider approval of the purchase of two PMH-11 Pad Mounted Switchgear along with the necessary fuse holders from Irby in the total amount of \$49,570 – Mr. Allen Johnson	pg. 15
7. Consider approving the contract extension with U.S. Dept. of Energy Western Area Power Administration Colorado River Storage Project for the Weber Basin Project – Mr. Allen Johnson	pg. 17
8. Adjourn	



City Recorder

City Council Staff Report



Subject: Bountiful Concert Series
Author: Tyson Beck
Department: Finance/Executive
Date: January 27, 2026

Background

The Bountiful Community Service Council (BCSC), through the generous services of Richard Watson, has provided the community benefit of a series of no-charge concerts for at least the past fourteen years. This concert series has been marketed as Bountiful's *Music in the Park Concert Series*, and typically offers eight to ten no-charge concerts held at the City's 400 North Park.

Analysis

The City Council originally tasked the BCSC with running the concert series in a way that could be self-sustaining. To this end, one or more fundraising concerts have been held along with solicited sponsorships to pay for the artists and staging costs.

The concert series has proven difficult to be self-sustaining and has only covered its costs in three of the past fourteen years. For eight years the fundraising concert was the Bar J Wranglers and was successful enough to cover most of the concert series cost. The Bar J Wranglers retired after the December 2022 concert and the subsequent fundraising concerts have not had the same level of ticket sales, despite Richard's best efforts.

The concert series was averaging a net cost to the City of \$6,200 (\$20,700 average revenue and \$26,900 average cost) during the Bar J Wrangler years. Since 2022 the concert series has been averaging a net cost to the City of \$24,800 (\$16,000 average revenue and \$40,800 average cost).

The concert series is a great community benefit; however, the declining revenues and increasing costs of the concert series are concerning. Staff is looking for Mayor and Council policy direction regarding the future concert series.

Staff is requesting concert series direction on the following:

- Council's expectations on cost recovery
- Council's acceptable budget level
 - Fixed dollar amount (i.e., max net expenditure on concert series)
 - Number of concerts tied to fundraising or some percentage of fundraising
- Other changes in concert series operations? (e.g., quantity, timing, location, etc.)

Department Review

This report has been prepared by the Assistant City Manager and reviewed by the City Manager.

Significant Impacts

Community events and City financial impacts

Attachments

Concert Series financial results for the past ten years

Bountiful Community Services Council - Music in the Park Concert Series
Comparative Summary (Revenues and Expenditures)
Fiscal Years 2017 through 2026

	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017
REVENUES										
Fund Raiser ticket sales	\$3,990	\$10,961	\$28,764	\$6,954	\$31,675	\$100	\$8,005	\$20,816	\$17,901	\$19,639
Corporate donations	-	5,300	5,850	2,500	6,550	3,000	400	5,040	4,900	3,250
Total Revenues	\$3,990	\$16,261	\$34,614	\$9,454	\$38,225	\$3,100	\$8,405	\$25,856	\$22,801	\$22,889
EXPENDITURES										
Fund Raiser concert(s)	(\$5,500)	(\$2,902)	(\$8,097)	(\$801)	(\$10,000)	(\$456)	(\$8,047)	(\$8,899)	(\$9,184)	(\$7,628)
Summer concerts	(30,247)	(48,112)	(23,798)	(44,079)	(23,108)	(14,630)	(21,286)	(22,563)	(14,006)	(27,071)
Total Expenditures	(\$35,747)	(\$51,014)	(\$31,895)	(\$44,880)	(\$33,108)	(\$15,086)	(\$29,333)	(\$31,462)	(\$23,190)	(\$34,699)
Net (Expenditure)/Revenue	(\$31,757)	(\$34,753)	\$2,719	(\$35,426)	\$5,117	(\$11,986)	(\$20,928)	(\$5,606)	(\$389)	(\$11,810)

City Council Staff Report



Subject: Library Remodel Update

Author: Gary Hill

Department: Executive

Date: January 27, 2026

Background

Davis County is in the process of designing and implementing a major remodel of the Library's Bountiful Branch. The library is located on the Bountiful City Hall campus and serves as a significant community resource for both Bountiful residents and the broader South Davis area.

Coordination between Bountiful City and Davis County on this project has been ongoing and productive. Examples include review of a site plan and a proposed land swap previously considered by the City Council in December, as well as joint work on potential trail alignment options and a possible easement. City and County staff are also coordinating on temporary relocation and continuity of library services during construction. Coordination with Davis County Library Director Josh Johnson and his staff has been excellent.

Analysis

The Davis County Library remodel is a County-led project; however, its location on the Bountiful City Hall campus and the extended closure period have implications for residents, City facilities, and coordination between agencies. The work session provides an opportunity for City Council to receive information directly from Davis County staff, ask questions, and better understand how services will be provided to the community during the construction period.

In addition to the building remodel, Bountiful City staff are working with Davis County Library staff on potential improvements to a pedestrian trail connection between the library building area and the adjacent stream corridor. This coordination is occurring concurrently with the remodel planning.

Department Review

The land swap proposal and site improvements were evaluated by the Executive, Planning, Legal, and Engineering Departments.

Significant Impacts

None

Recommendation

This item is for discussion only; no council action is required at this time.

Attachments

None

1

Minutes of the
2 BOUNTIFUL CITY COUNCIL
3 January 8, 2026 – 6:00 p.m.
4

5 Official notice of the City Council Meeting was given by posting an Agenda at City Hall and on
6 the Bountiful City Website and the Utah Public Notice Website and by providing copies to the
7 following newspapers of general circulation: The City Journal and Standard Examiner.
8

9 **Special Council Meeting – 6:00 p.m.**
10 **City Council Chambers**

12 Present: Mayor Kate Bradshaw
13 Councilmembers Dan Bell, Beth Child, Matt Murri, Richard Higginson
14 City Attorney Brad Jeppsen
15 City Recorder Sophia Ward
16 Recording Secretary Maranda Hilton
17

18 Mayor Bradshaw called the meeting to order at 6:02 pm and welcomed those in attendance.
19

20 **WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT**

21 Councilmember Child led the Pledge of Allegiance and Councilmember Higginson offered a
22 prayer.
23

24 **EXPLANATION OF SELECTION PROCESS- MR. BRAD JEPSEN**

25 City Attorney Mr. Brad Jeppsen explained the voting process for selecting a new
26 Councilmember. He stated that state law requires a majority vote of the Council, meaning three votes.
27 If no candidate received a majority in the first round, a second vote would be held among the top
28 candidates. If a tie remained after two rounds, the Mayor would cast a tie-breaking vote. Once a
29 candidate was selected, the Council would make a formal motion to appoint the individual.
30

31 **CONSIDER THE APPOINTMENT OF AN INTERESTED INDIVIDUAL TO FILL A**
32 **VACANT COUNCIL SEAT**

33 **A. ORDER OF APPLICANTS:**

34 Each candidate was given three minutes to address the Council, followed by questions
35 from Councilmembers. Candidates spoke in the following order:
36

37 Mr. Mitch Perkins
38 Ms. Aubry Bennion
39 Ms. Rhonda Perkes
40 Mr. Layne Papenfuss
41 Ms. Pamela Stavros
42 Ms. Millicent Bahr
43 Mr. Jason Steenblik

44 Following the presentations, Mayor Bradshaw thanked all candidates for their
45 willingness to serve. Councilmembers Bell, Child, and Higginson commented on the high
46 quality of the applicants and encouraged continued civic involvement regardless of the
outcome.

1 Councilmember Higginson requested that any willing candidate be given an
2 opportunity to explain why they should be appointed in comparison to Ms. Bahr, who
3 previously served four years on the City Council. He asked Mayor Bradshaw if the Council
4 would support this approach. Mayor Bradshaw presented the request to the Council, and after
5 receiving their input, determined that any candidate who wished to respond would be allowed
6 to do so. Candidates were given two minutes each to speak, in reverse order.
7 Candidates spoke in the following order:

8 Mr. Jason Steenblik
9 Ms. Millicent Bahr
10 Ms. Pamela Stavros
11 Mr. Layne Papenfuss
12 Ms. Rhonda Perkes
13 Ms. Aubry Bennion
14 Mr. Mitch Perkins
15

16 Following discussion, the Council conducted the first round of voting, with results
17 read by City Recorder Sophia Ward:

18 Councilmember Higginson voted for Rhonda Perkes
19 Councilmember Murri voted for Millicent Bahr
20 Councilmember Child voted for Rhonda Perkes
21 Councilmember Bell voted for Millicent Bahr
22

23 Mayor Bradshaw invited Ms. Perkes and Ms. Bahr to each speak for one additional
24 minute and answer follow-up questions. A coin toss by Mr. Jeppesen determined the speaking
25 order.

26 Ms. Perkes spoke again for one minute and was asked follow-up questions.
27 Ms. Bahr spoke again for one minute and was asked follow-up questions.
28

29 The Council then conducted the second round of voting, with results read by Ms.
30 Ward:

31 Councilmember Higginson voted for Rhonda Perkes
32 Councilmember Murri voted for Millicent Bahr
33 Councilmember Child voted for Millicent Bahr
34 Councilmember Bell voted for Millicent Bahr
35

36 Mr. Jeppesen asked each Councilmember to verbally confirm their vote and declared
37 that a majority had been reached. Millicent Bahr was selected to fill the vacant City Council
38 seat.

39 Councilmember Higginson made a motion to appoint Millicent Bahr to the Bountiful
40 City Council. Councilmember Murri seconded the motion. The motion passed with
41 Councilmembers Bell, Child, Higginson, and Murri voting “aye.”

42 Mayor Bradshaw congratulated Ms. Bahr and expressed appreciation to all candidates
43 for their participation, reminding them that she would love to hear from them and find ways
44 for them to serve as well.
45
46

1 **ADJOURN**

2 Councilmember Bell made a motion to adjourn the meeting. Councilmember Child seconded
3 the motion.

4 The motion passed with Councilmembers Bell, Child, Higginson, and Murri voting “aye.”

5

6 The special meeting ended at 7:59 pm.

7

8

9

Mayor Kate Bradshaw

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid January 7 & 14, 2026

Author: Tyson Beck, Finance Director

Department: Finance

Date: January 27, 2026



Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000, paid January 7 & 14, 2026.

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00**Paid January 7, 2026**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1415 BOUNTIFUL DAVIS ART		Legislative	104110 492010	Contr-Btfl/Davis Art Ctr	30,000.00	249105 01022026		2nd FY26 contribution to BDAC
16156 BROWN BRADSHAW & MOF		Legal	104120 431100	Legal And Auditing Fees	1,462.76	249106 9766		Behrends, Shawna v. Bountiful
2003 DUNCAN ELECTRIC SUPP		Streets	104410 426000	Bldg & Grnd Suppl & Maint	1,801.19	249116 247961-1		Misc. Parts/Supplies - Cust # 020354
12227 GRAHAM FIRE APPARAT		Streets	104410 425000	Equip Supplies & Maint	1,397.85	249123 1588		Misc. Parts/Supplies -
2579 IDENTIFIX INC		Streets	104410 429200	Computer Software	1,428.00	249127 74940-26		Diag software for shop - Cust ID 74940
3924 JOHNSON CONTROLS		Police	104210 426000	Bldg & Grnd Suppl & Maint	4,276.35	249130 1-136935115420		Service Call/Repairs for Bountiful PD
16246 KLOTZER, CHARLES		Cemetery	595900 448040	Repurchase of Cemetery Lots	1,000.00	249131 01062026		City buy back cemetery lot space
2886 LAKEVIEW ROCK PRODUC		Water	515100 461300	Street Opening Expense	2,565.92	249132 441145		Road Base - Cust # BCTY07399
8635 LARSEN LARSEN NASH &		Legal	104120 431100	Legal And Auditing Fees	6,800.00	249133 12312025		Legal Fees for Dec. 2025
3195 MOUNTAINLAND SUPPLY		Water	515100 448400	Dist Systm Repair & Maint	5,428.73	249136 S107470520.001		Misc. Parts/Supplies - Cust # 18498
3458 PETERBILT OF UTAH, I		Streets	104410 425000	Equip Supplies & Maint	2,068.17	249152 1100034PU		Turbo Actuator - Acct # 457
5553 PURCELL TIRE AND SER		Streets	104410 425000	Equip Supplies & Maint	4,280.17	249155 42107985		Tires & Service - Cust # 2801867
13120 RECYCLE IT		Landfill Operations	585820 448000	Operating Supplies	4,200.00	249158 10792		Mattress Recycling for Dec. 2025
3812 SAFETY SUPPLY & SIGN		Streets	104410 441300	Street Signs	1,351.84	249161 196616		Misc. Parts/Supplies - Cust ID 00330
3830 SALT LAKE COMMUNITY		Light & Power	535300 423001	Education Benefit	1,300.00	249162 15862942		Brad Wolf Tuition
13267 SLATE ROCK FR LLC		Light & Power	535300 445202	Uniforms	8,146.71	249164 96914		FR Clothing
3972 SOLAR TURBINES, INC.		Light & Power	535300 448614	Power Plant Equipment Repairs	4,890.00	249167 AFS10097907		Annual Borescope Inspection
3982 SOUTH DAVIS METRO FI		Fire	104220 431000	Profess & Tech Services	733,538.00	249168 01012026		Quarterly Fire & EMS Services Assessment
16245 VISTA CONSTRUCTION		Police	454210 472100	Buildings	39,174.53	249179 11302025		Lighting Work for Bountiful P.D.
				TOTAL: <u>855,110.22</u>				

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid January 14, 2026

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1211 ASPHALT MATERIALS IN		Streets	104410 441200	Road Matl Patch/ Class C	1,585.39	249187	1604794	Patching - Cust # 5628
1211 ASPHALT MATERIALS IN		Streets	104410 441200	Road Matl Patch/ Class C	1,598.95	249187	1604552	Patching - Cust # 5628
11636 BLACK FOREST PAVING		Streets	104410 473200	Road Materials - Overlay	11,940.00	249189	5	2025 Asphalt Overlay for Bountiful City
12287 CITY CREEK CONSTR		Redevelopment Agency	737300 472100	Buildings	76,040.86	249198	2406-8	Project #2406 Main St renovation
1889 DAVIS COUNTY GOVERNMENT		Water	515100 431000	Profess & Tech Services	3,024.00	249202	6089094	Lab Fees for Record ID INV-24-00019
5281 ENBRIDGE GAS UTAH		Parks	104510 427000	Utilities	1,691.88	249206	01012026	Account # 2987969838
5281 ENBRIDGE GAS UTAH		Light & Power	53 213100	Accounts Payable	24,582.76	249206	01012026C	Natural Gas - Account # 6056810000
5281 ENBRIDGE GAS UTAH		Light & Power	535300 448613	Power Plant Operating Costs	2,593.84	249206	01012026D	Account # 1067495449
6959 JANI-KING OF SALT LA		Light & Power	535300 424002	Office & Warehouse	1,883.10	249216	SLC01260042	Janitorial Service for Jan. 2026 - Cust # 065075
3924 JOHNSON CONTROLS		Police	454210 472100	Buildings	22,032.95	249217	00048973656	Prj for Bountiful City Police/Court
2763 JOY FOUNDATION		RAP Tax	838300 492020	RAP Tax Grant Award Payments	6,400.00	249218	01132026	FY2026 RAP Tax Grant award
9605 KLUTE INC		Light & Power	535300 474790	CIP 09 Dist Sub NW Substation	5,071.32	249220	8437	Galvanized Steel Structure
9605 KLUTE INC		Light & Power	535300 474790	CIP 09 Dist Sub NW Substation	134,538.98	249219	8438	Galvanized Steel Structure
2886 LAKEVIEW ROCK PRODUC		Water	515100 461300	Street Opening Expense	4,040.80	249221	441185	Road Base - Cust # BCTY07399
3195 MOUNTAINLAND SUPPLY		Water	515100 448400	Dist Systm Repair & Maint	4,895.24	249231	S107553713.001	Misc. Parts/Supplies - Cust # 18498
3375 OLYMPUS INSURANCE AG		Redevelopment Agency	737300 451100	Insurance & Surety Bonds	2,058.00	249238	17547	RDA Building Supplement Insurance- Acct #BOUN050
16053 RAILROAD MANAGEMENT		Light & Power	535300 448630	Transmission	30,388.82	249266	540576	Right of Way License - Cust ID 106115
4911 RELADYNE		Light & Power	535300 448614	Power Plant Equipment Repairs	3,750.00	249269	1316105-IN	Turbine Oil Testing - Bill # 31-0011022
16238 RUD-CHAIN, INC.		Streets	104410 425000	Equip Supplies & Maint	4,060.10	249272	0182183-IN	Misc. Parts/Supplies - Cust # 05-BOUNTIF
3791 RUSH TRUCK CENTER-SA		Streets	454410 474500	Machinery & Equipment	154,962.07	249274	2101-03197	2026 Chassis 10-Wheel / VIN #3HTPV5ZT9TN328203
3886 SESAC, INC.		Legislative	104110 461000	Miscellaneous Expense	1,278.00	249278	12312026	Acct# 308754 - Music License renewal
4051 STATE OF UTAH		Landfill Operations	585820 431300	Environmental Monitoring	4,439.20	249284	01092026	Landfill Solid Waste Fee - 4Q2025
4131 T-MOBILE		Police	104210 428000	Internet & Telephone Expense	1,585.96	249287	12212025	Account # 992894616
4229 TOM RANDALL DIST. CO		Streets	104410 425000	Equip Supplies & Maint	2,203.85	249290	0410574	Oil and DEF - Acct # 000275
4229 TOM RANDALL DIST. CO		Streets	104410 425000	Equip Supplies & Maint	18,520.97	249290	0410694	Fuel - Acct # 000275
4229 TOM RANDALL DIST. CO		Cemetery	595900 426000	Bldg & Grnd Suppl & Maint	1,022.67	249290	0410794	Fuel - Acct # 000277
10105 UTAH DISASTER KLEENU		Water	515100 431000	Profess & Tech Services	13,271.39	249294	SI-119503	Water Mitigation
4450 VERIZON WIRELESS		Light & Power	535300 448641	Communication Equipment	2,050.53	249295	613237069	Account # 371517689-00001
15372 WCF MUTUAL INSURANCE		Workers' Comp Insurance	646400 451150	Liability Claims/Deductible	5,950.95	249297	8263055	Premium Payment - Acct # 257435
15372 WCF MUTUAL INSURANCE		Workers' Comp Insurance	646400 451150	Liability Claims/Deductible	26,667.51	249297	8273935	Deductible Payment - Acct # 257435
15839 WM RECYCLE AMERICA		Recycle Collection Operations	585810 431550	Recycling Processing Fees	11,316.54	249300	IAC7667720	Recycling Fees
TOTAL:					585,446.63			

City Council Staff Report



Subject: S&C PMH-11 Pad Mounted Switchgear Purchase from Irby
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: January 27, 2026

Background

We need to purchase two (2) S&C PMH-11 underground pad mounted switchgear. One is to replace our inventory and the second is to replace an existing can that is rusted and needs to be replaced. We always keep at least one of each type of these switchgear in inventory as a backup for emergencies.

Analysis

We have standardized on S&C pad mounted switchgear, so we can change them in an emergency or due to routine maintenance without needing to pull in new cables. Using a single footprint allows us to disconnect and connect the internal cables should the switchgear need to be replaced. This helps us keep our inventory costs lower.

This gear is a single source item and is only available from one vendor.

The price for the two (2) PMH-11 pad mounted switchgear, and the necessary fuse holders is \$49,570.

Department Review

This was reviewed by the Power Department and the City Manager.

Significant Impacts

This switchgear will be purchased and placed into inventory until it is installed on the system.

Recommendation

Staff recommends the purchase of the two PMH-11 Pad Mounted Switchgear along with the necessary fuse holders from Irby for the sum of **\$49,570**

This item will be discussed at the Power Commission meeting Tuesday morning, January 27, 2026, and we will bring their recommendation to the City Council meeting that night.

Attachments

Pictures



Power Commission Staff Report



Subject: Western Area Power Administration
and Weber Basin Project Supplement Agreement
Contact 14-06-400-1432 N0. 6 Approval
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: January 27, 2026

Background

The City of Bountiful and the United States Department of the Interior Bureau of Reclamation on March 1961, entered a contract to provide transmission services for the Weber Basin Project. The transmission was to be used for pumping plants for Weber Basin in the City known as the East Bountiful pumping plant and the South Davis pumping plant.

The original contract consisted of the city securing and constructing a 46,000-volt transmission line for a prepayment amount for \$45,000 for a period of 65 years. The City would build and maintain the transmission line and provide transmission services to Weber Basin. The City and Weber Basin were able to use the same transmission line and avoided the duplication of facilities and to lessen the required rights-of-way in residential areas. The original contract expires March 2026.

Reclamation is actively engaged in the process of transferring title of the Federal facilities specifically constructed for the Weber Basin Project to the District. The transfer is expected to be concluded by late 2026. This extension will help facilitate an orderly transition of responsibilities to the District.

This contract extension will be in effect for a period of (1) six (6) months after the title is transferred to the District or (2) March 1, 2029. The City of Bountiful will need to directly negotiate with the District for future transmission services but would not need a Federal signatory involvement.

Analysis

The signing of the agreement allows the district time to finalize the title transfer and give us time to negotiate a new agreement with the district for transmission fees.

Department Review

This was reviewed by the Power Department, City Attorney, and the City Manager.

Significant Impacts

The extension will not affect the current operation of the system and will make future contract negotiation simpler by only needing to work with the District.

Power Commission Staff Report

Western Area Power Administration and Weber Basin Project

Supplement Agreement Contact 14-06-400-1432 N0. 6 Approval

January 27, 2026

Page 2 of 2

Recommendation

Staff recommends approving the contract extension between the United States Department of Energy Western Area Power Administration Colorado River Storage Project and The City of Bountiful for the Weber Basin Project.

This item if approved will be taken to City Council Tuesday evening, January 27, 2026.

Attachments

Contract

UNITED STATES
 DEPARTMENT OF ENERGY
 WESTERN AREA POWER ADMINISTRATION
 COLORADO RIVER STORAGE PROJECT REGION

AND
 THE CITY OF BOUNTIFUL, UTAH
 Weber Basin Project

SUPPLEMENT 6 TO CONTRACT

BETWEEN THE UNITED STATES

AND

THE CITY OF BOUNTIFUL, UTAH

FOR CONSTRUCTION AND USE OF TRANSMISSION FACILITIES

<u>Article</u>	<u>Title</u>	<u>Page No.</u>
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2	Explanatory Recitals.....	1
3	Agreement.....	2
4	Modification of Article 1 of the Original Contract (Preamble).....	3
5	Modification of Article 14 of the Original Contract (Term of Contract).....	3
6	Modification of Article 15 of the Original Contract (General Power Contract Provisions).....	3
7	Term of Supplement.....	3
8	Original Contract to Remain in Effect.....	4
9	Execution by Counterparts.....	4
10	Electronic Signatures.....	4
11	Authority to Execute.....	4
	Signature Clause.....	5

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
COLORADO RIVER STORAGE PROJECT REGION

AND

THE CITY OF BOUNTIFUL, UTAH
Weber Basin Project

SUPPLEMENT 6 TO CONTRACT

BETWEEN THE UNITED STATES

AND

THE CITY OF BOUNTIFUL, UTAH

FOR CONSTRUCTION AND USE OF TRANSMISSION FACILITIES

1. PREAMBLE: This Supplement No. 6 (Supplement), is made this _____ day of _____, 20_____, between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the Administrator, Western Area Power Administration (WAPA), represented by the officer executing this Supplement or a duly appointed successor, and The City of Bountiful, Utah, a municipal corporation, with its principal place of business in Bountiful, Utah, hereinafter called the City, as part of Contract No. 14-06-400-1432, as supplemented (Original Contract), and subject to all of the terms of the Original Contract, except as amended herein.

2. EXPLANATORY RECITALS:

2.1 The United States of America, Department of the Interior, Bureau of Reclamation (Reclamation) constructed certain project pumping plants in or near the City

known as the East Bountiful pumping plant and South Davis pumping plant, each hereinafter called Point of Delivery, and collectively called Points of Delivery.

- 2.2 The City operates and maintains its own municipal power generating and distribution system.
- 2.3 Reclamation and the City entered into Contract No. 14-06-400-1432 (Contract 1432), as supplemented, which provides among other things, for the City to construct certain transmission facilities with the right reserved to Reclamation to use a specified amount of capacity in such facilities to supply the power and energy needs of certain Weber Basin Project pumping plants and of certain facilities of the Weber Basin Water Conservancy District (District).
- 2.4 Reclamation paid the City Forty-Five Thousand Dollars (\$45,000) to construct a 46-kV transmission line from the interconnection with PacifiCorp at the 138-kV Bountiful Tap to the Points of Delivery.
- 2.5 Reclamation received a perpetual 1.5 MW right in the transmission line and wheeling free of charge for its financial contribution.
- 2.6 The responsibility for the administration of electric service contracts, including the Original Contract, was transferred from Reclamation to WAPA by Act of Congress, approved August 4, 1977 (91 Stat. 565).
- 2.7 WAPA understands that Reclamation is actively engaged in the process of transferring title in Federal facilities specifically constructed for the Weber Basin Project, which are directly pertinent to this Contract, to the District. Such transfer is presently anticipated to conclude by late 2026.

2.8 In anticipation of the transfer of Weber Basin Project assets from Reclamation to the District, WAPA proposes an extension of this Contract beyond its stipulated termination date of March 7, 2026. This extension will help facilitate an orderly transition of responsibilities to the District. Subsequent to said transfer, wheeling arrangements between the City of Bountiful and the District would then be subject to direct negotiation, thereby obviating the need for Federal signatory involvement

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. MODIFICATION OF ARTICLE 1 OF THE ORIGINAL CONTRACT (PREAMBLE): In the Original Contract, the name “United States of America” shall be deleted and replaced with “Western Area Power Administration” or “WAPA”.

5. MODIFICATION OF ARTICLE 14 OF THE ORIGINAL CONTRACT (TERM OF CONTRACT): Article 14 of the Original Contract is hereby deleted and replaced with the following:

“14. This Contract shall be effective as of the date first above written and shall remain in effect until the earlier of: (1) six (6) months after written notification has been received by WAPA that all right, title, and interest for the transmission facilities has been transferred from Reclamation over to the District, or (2) March 1, 2029.”

6. MODIFICATION OF ARTICLE 15 OF THE ORIGINAL CONTRACT (GENERAL POWER CONTRACT PROVISIONS): Article 15 of the original contract is hereby amended to read as follows:

“15. The general power contract provisions (GPCP) dated July 17, 2025, attached hereto, are hereby made a part of this Contract the same as if they had been

expressly set forth herein; provided, that if the provisions in the GPCP are in conflict with this Contract, the terms of this Contract shall control.”

7. **TERM OF SUPPLEMENT:** This Supplement shall become effective in accordance with Article 1, herein, and shall remain in effect and terminate concurrently with the Original Contract.
8. **ORIGINAL CONTRACT TO REMAIN IN EFFECT:** Except as expressly modified by this Supplement, the Original Contract shall remain in force and effect and shall be subject to all terms and conditions of the Original Contract.
9. **EXECUTION BY COUNTERPARTS:** This Supplement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Supplement may be detached from any counterpart of this contract without impairing the legal effect of any signatures, thereon, and may be attached to another counterpart of this Supplement identical in form hereto, by having attached to it one (1) or more signature pages.
10. **ELECTRONIC SIGNATURES:** The Parties agree that this Supplement may be executed by either handwritten signature or digitally signed using DocuSign, Adobe Sign, or Adobe E-Sign pursuant to Article 11, herein. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.
11. **AUTHORITY TO EXECUTE:** Each individual signing this Supplement certifies that the Party represented has duly authorized the individual to execute this Supplement that binds and obligates the Party.

The Parties have caused this Supplement No. 6 to Contract No. 14-06-400-1432, as supplemented, to be effective in accordance with Article 7, herein.

WESTERN AREA POWER ADMINISTRATION

By: _____
Rodney Bailey

Title: Senior Vice President and
Colorado River Storage Project
Regional Manager

Address: 1800 South Rio Grande Avenue
Montrose, CO 81401

CITY OF BOUNTIFUL, UTAH

(SEAL) By: _____
Title: _____

ATTEST: Address: 795 South Main Street
By: _____ Bountiful, UT 84010

Title: _____