

BOUNTIFUL CITY COUNCIL

Tuesday, August 12th, 2025

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. Accessory Structure Height Discussion – Mr. Francisco Astorga pg. 3

7:00 p.m. – Regular Meeting

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and 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 July 22nd, 2025 pg. 17
4. BCYC report
5. Council reports
6. Consider approval of expenditures greater than \$1,000 paid on July 16th, 23rd, and 30th, 2025 pg. 23
7. Consider approval of the appointment of City Treasurer Mr. Kevin McFadden - Mr. Tyson Beck pg. 29
 - a. Swearing in of Bountiful City Treasurer Mr. Kevin McFadden
8. Consider approval of the Class “A” retail beer license for SF Markets, LLC, dba Sprouts Farmers Market #607, located at 155 West 500 South, Suite 2 – Mr. Francisco Astorga pg. 31
9. Consider approval of the purchase of a replacement cooling tower from Johnson Controls in the total amount of \$101,680 – Chief Ed Biehler pg. 35
10. Consider approval of the purchase of a replacement boiler from Salmon Mechanical in the total amount of \$134,867 – Chief Ed Biehler pg. 37
11. Consider approval of the purchase of a 2024 Polaris commercial diesel utility vehicle from Young Powersports in the total amount of \$22,048 – Mr. Brock Hill pg. 39
12. Consider approval of Interlocal Cooperation Agreements between Bountiful City and the cities of: pg. 41
 - a. Woods Cross - Resolution 2025-06
 - b. West Bountiful - Resolution 2025-07
 - c. North Salt Lake - Resolution 2025-08– Mr. Bradley Jeppsen
13. Consider approval of agreements with UDOT: pg. 73
 - a. The Statewide Utility License Agreement
 - b. Bountiful City Master Agreement– Mr. Lloyd Cheney
14. Adjourn


City Recorder

City Council Staff Report

Subject: Work Session Land Use Code Text Amendment – Building Height of Single-Family Residential Accessory Structures
Author: Francisco Astorga, AICP, Planning Director
Date: August 12, 2025



Background

The applicant, Lisa Hicks, has requested an amendment to Chapter 4 of the Bountiful Land Use Code [§14-4-105\(J\)\(1\)\(i\) and \(j\)](#) to increase the maximum height of accessory structures within the Single-Family Residential Zones. The purpose of the amendment is to allow for more two-story accessory structures, including accessory dwelling units (ADUs), which can reduce lot coverage while expanding housing options. Approval of this amendment is expected to result in an increased number of ADU applications submitted to the City, as the proposed height regulation would make a broader range of designs feasible under the code. The applicant proposed the following amendment:

- i. The sidewall of an accessory structure shall not exceed ~~twenty (20)~~ fifteen (15) feet in height, as measured from the average slope of the ground to the point where the undersides of the eaves connect to the top of the sidewall. For a flat or mansard roof, the sidewall shall be measured from the average slope of the ground to the highest point of the roof, including any coping, parapet or similar feature.*
- j. The height of an accessory structure shall not exceed ~~twenty-five (25)~~ twenty (20) feet.*

On June 17, 2025, the Planning Commission reviewed the proposal, held a public hearing, and voted 4-0 to forward a positive recommendation to the City Council ([Commission staff report link](#), [draft meeting minutes link](#)). The Commission forwarded a positive recommendation with a modification recommending an increased overall height of 28 feet along with the addition of the enhanced setbacks proposed by Staff to mitigate potential impacts of taller structures. Commissioners Jacobs, Bott, Arbuckle, and Gilmore voted in favor; Commissioners Monson, Clark, and Higginson were absent and excused. The applicant concurred with the Commission's recommendation.

On July 8, 2025, the City Council considered the amendment and discussed topics including height measurement, neighborhood aesthetics, parking impacts, and comparisons with other cities. Following deliberation, the Council directed Staff to revise the language to limit overall height to 25 feet (measured at the peak for ADUs) with no sidewall restriction, applying the enhanced setback requirement only to ADUs ([Council staff report link](#), [meeting minutes link](#)). The Council asked Staff to present the revised language in a future work session.

Discussion and Guidance Requested

Staff requests that Council review the language requested at the July 8, 2025, meeting (Attachment 1) and provide guidance. For comparison, Staff has also included the original language previously proposed by Staff (Attachment 2) for consideration.

Analysis

The Council must determine that the proposed amendment is necessary, serves the public interest, and aligns with the Bountiful General Plan. The proposal supports the 2009 Land Use Master Plan by promoting diverse and affordable housing options, accommodating demographic changes, and preserving neighborhood character through balanced height increases and setback requirements. It also aligns with the draft General Plan Update by reducing regulatory barriers to ADU construction, advancing moderate-income housing objectives, and promoting context-sensitive infill that maintains the scale and identity of existing neighborhoods.

Current restrictions, 20 feet overall height and 15 feet sidewall height, have constrained the construction of detached two-story ADUs, specifically those located above garages. These limitations have led to the denial of multiple ADU applications and concepts that would otherwise meet City standards. Allowing taller accessory structures would provide more design flexibility, expand development options, and further the City's moderate-income housing objectives.

Neighbor concerns regarding accessory structures typically involve privacy and proximity to property lines, especially for taller buildings. Existing minimum setbacks for accessory structures are minimal when the structure is located behind the primary dwelling (3 feet for side and rear yards; 20 feet for street side yards). Taller structures have been observed to intensify privacy and visual impacts. To balance neighborhood compatibility with the City's housing objectives, Staff recommended:

- Retaining the current height and setback standards for typical accessory structures; and
- Requiring an additional five-foot setback for accessory structures with the proposed height limitation consisting of a maximum of 25-foot overall height (measured at the midpoint of the roof) and 20-foot sidewall height.

This targeted approach mitigates visual impacts while encouraging the construction of much-needed ADUs. Of concern, however, is the concept of measuring ADU height at the peak of the roof rather than midpoint of the roof. Staff believes that a measurement standard that applies only to ADUs could create unnecessary complexity. Similarly, having the same height and setback standards for all accessory structures will minimize challenges in interpretation for Staff, the public, and land use authorities, reducing the likelihood of mistakes in application and enforcement.

The following graphics illustrate four roof pitch scenarios: 12:12, 6:12, 4:12, and flat (from left to right) based on an even grade. Each structure is shown with a consistent width of 24 feet, a garage level of 10 feet, and a second story of 8 feet, as applicable, to allow for uniform comparison. These diagrams are intended for illustrative purposes only.

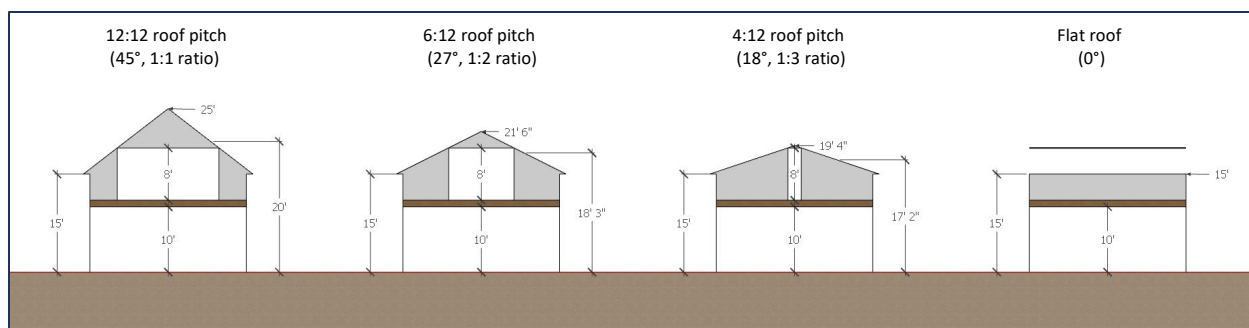


Figure 1. Current Code – All accessory Structures, Including ADUs

This diagram illustrates the existing height regulations based on the current setbacks that apply to all accessory structures, including ADUs.

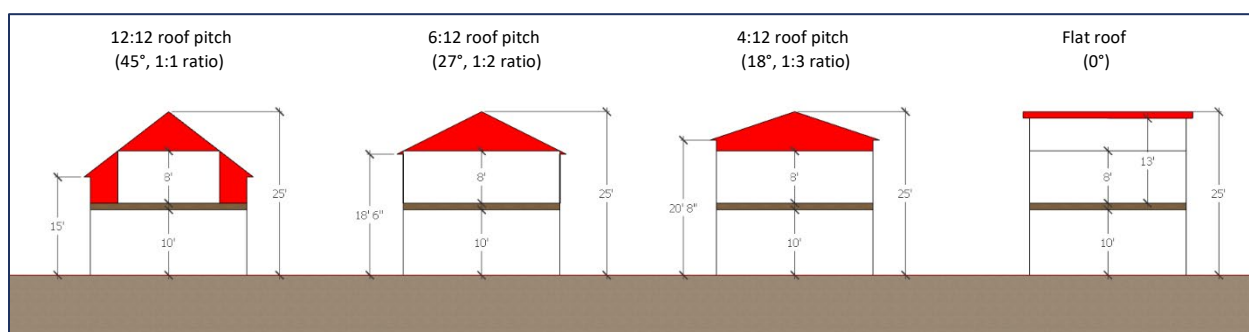


Figure 2. Council Direction from July 8, 2025 – ADUs Only

This figure reflects the City Council's direction to apply a maximum overall height of 25 feet, measured at the roof peak, only to ADUs. All other accessory structures would remain subject to the current standards shown in Figure 1.

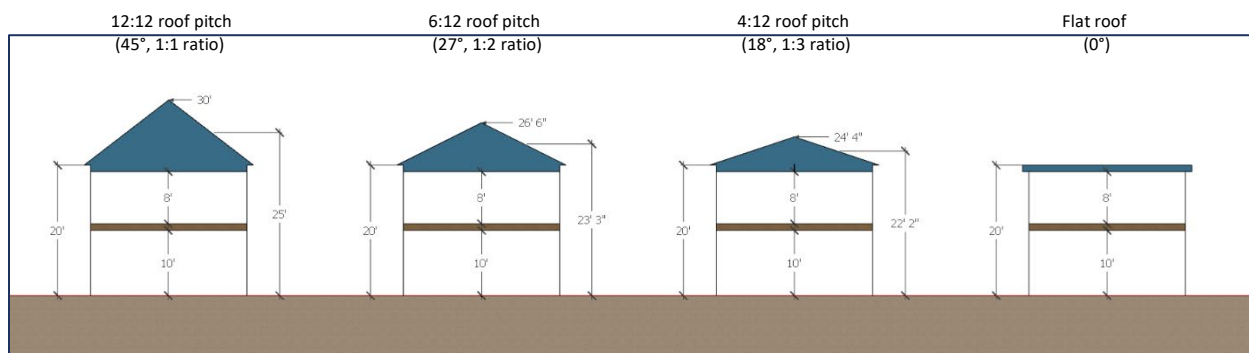


Figure 3. Staff's Original Recommendation – All Accessory Structures Including ADUs

This scenario shows the previously proposed Staff amendment to all accessory structures, including ADUs, with an enhanced rear and side yard setback of 8 feet. The current code with a 3-foot setback would still apply to accessory structures that do not exceed the standard height (see Figure 1).

At the work session August 8th, Staff would like to talk through the different standards shown above and discuss with the City Council the likely impacts of each. It is Staff's belief that our original recommendation of a 25-foot maximum, measured like all other structures at the

midpoint of the roof, strikes the right balance between the current standards and the Planning Commission recommendation of 28 feet.

Department Review

This staff report was prepared by the Planning Director and was reviewed by the City Manager.

Significant Impacts

Potential impacts are mitigated either through placement controls within the building envelope, which allows more ADU construction but offers fewer privacy protections, or through the combination of placement restrictions and enhanced setbacks.

Recommendation

Staff recommends that the City Council review the revised language requested at the July 8, 2025 meeting (Attachment 1) and provide direction regarding its adoption. For comparison, the original language proposed by Staff is included as Attachment 2.

Attachments

1. Language requested by the Council (amendment shown in red).
2. Original language proposed by Staff (amendment shown in blue).

Attachment 1 - Language requested by the Council (shown in red).

J. Accessory Structure, Primary Use Required – An accessory structure shall not be permitted on any lot or parcel of land unless a primary structure is first constructed on the site. If the primary structure is removed and not immediately replaced, any accessory structure must also be removed. A lot or parcel shall not be subdivided such that an accessory structure is located on a lot or parcel without a primary structure.

1. Accessory Structure, Permitted Use – An accessory structure allowed as a permitted use shall meet all of the following:

a. The total footprint of any and all accessory structures shall not exceed ten percent (10%) of the entire lot or parcel area, and no lot or parcel shall be reduced in area after the construction of an accessory building, such that it is in violation of this provision.

b. ~~An accessory structure shall meet all of the setbacks of a primary structure, or it shall be setback at least ten (10) feet behind the front building line of a primary structure, and shall be setback at least three (3) feet from a rear or interior side property line, and at least twenty (20) feet from a street side yard property line.~~

~~An accessory structure, excluding accessory dwelling units, shall comply with the following:~~

i. Height and Setbacks.

(A) Height Requirements:

(1) The maximum height shall not exceed 20 feet.

(2) The height to the eave line, measured from the average slope of the ground to the point where the eaves connect to the top of the sidewall, shall not exceed 15 feet.

(B) Setback Requirements:

(1) Standard Setbacks: The structure shall comply with all required setbacks applicable to a primary structure.

(2) Reduced Setbacks: If the structure is located at least 10 feet behind the front building line of the primary structure the minimum rear and side yards

setbacks shall be 3 feet, and the minimum street side yard setback shall be 20 feet (for corner lots).

c. An accessory dwelling unit shall comply with the following:

i. Height and Setbacks.

(A) Height Requirements:

(1) The maximum height shall not exceed 25 feet, measured from average grade to the peak of the roof.

(B) Setback Requirements:

(1) Standard Setbacks: The structure shall comply with all required setbacks applicable to a primary structure.

(2) Reduced Setbacks: If the structure is located at least 10 feet behind the front building line of the primary structure the minimum rear and side yards setbacks shall be 3 feet, and the minimum street side yard setback shall be 20 feet (for corner lots).

d. An accessory structure shall be located at least five (5) feet from a primary structure, including eaves, bay windows, chimneys, and any other protrusion on either the accessory building or the primary structure.

e. No part of an accessory structure, excluding the eaves, shall be closer than twelve (12) feet to any primary dwelling on an adjacent property.

f. The eaves of an accessory structure shall be setback at least one (1) foot from any property line.

g. An accessory structure shall be designed and constructed so as to prevent roof runoff from impacting an adjacent property.

h. An accessory structure shall meet all applicable provisions of the International Building Code.

i. An accessory structure shall not encroach on any easements, recorded or otherwise.

j. ~~The sidewall of an accessory structure shall not exceed fifteen (15) feet in height, as measured from the average slope of the ground to the point where the undersides of the eaves connect to the top of the sidewall. For a flat or mansard roof, the sidewall shall be measured from the average slope of the ground to the highest point of the roof, including any coping, parapet, or similar feature.~~

k. ~~The height of an accessory structure shall not exceed twenty (20) feet.~~

2. Accessory Structure, Conditional Use – An accessory structure may be allowed as a conditional use in accordance with the following:

a. The approval body shall consider the following when reviewing the proposed accessory structure:

i. The extent that sunlight, air, and viewsheds are obstructed/disturbed,

ii. The proximity to adjoining structures,

iii. The contour of the land, both existing and proposed,

iv. Features peculiar to the site and the immediately adjoining properties.

v. The location of windows, doors, balconies, and other openings that may intrude on the privacy of adjoining property owners,

vi. The proposed and potential uses based on the size, configuration, and other aspects of the structure.

b. The total building footprint of any and all accessory structures shall not exceed fifteen percent (15%) of the entire lot or parcel area, and no lot or parcel shall be reduced in area after the construction of an accessory building, such that it is in violation of this provision.

c. ~~An accessory structure shall meet all of the setbacks of a primary structure, or it shall be setback at least ten (10) feet behind the front building line of a primary structure, and shall be setback at least three (3) feet from a rear or interior side property line, and at least twenty (20) feet from a street side yard property line. The approving body may require an increased setback based on the criteria of 14-4-106(C.)(1.).~~

An accessory structure, excluding accessory dwelling units, shall comply with the following:

i. Height and Setbacks.

(A) Height Requirements:

(1) The maximum height shall not exceed 20 feet.

(2) The height to the eave line, measured from the average slope of the ground to the point where the eaves connect to the top of the sidewall, shall not exceed 15 feet.

(B) Setback Requirements:

(1) Standard Setbacks: The structure shall comply with all required setbacks applicable to a primary structure.

(2) Reduced Setbacks: If the structure is located at least 10 feet behind the front building line of the primary structure the minimum rear and side yards setbacks shall be 3 feet, and the minimum street side yard setback shall be 20 feet (for corner lots).

d. An accessory dwelling unit shall comply with the following:

i. Height and Setbacks.

(A) Height Requirements:

(1) The maximum height shall not exceed 25 feet, measured from average grade to the peak of the roof.

(B) Setback Requirements:

(1) Standard Setbacks: The structure shall comply with all required setbacks applicable to a primary structure.

(2) Reduced Setbacks: If the structure is located at least 10 feet behind the front building line of the primary structure the minimum rear and side yards

setbacks shall be 3 feet, and the minimum street side yard setback shall be 20 feet (for corner lots).

ii. The approving body may require an increased setback based on the criteria of 14-4-106(C)(1).

- e. An accessory structure shall be located at least five (5) feet from a primary structure, including eaves, bay windows, chimneys, and any other protrusion on either the accessory building or the primary structure.
- f. No part of an accessory structure, excluding the eaves, shall be closer than twelve (12) feet to any dwelling on an adjacent property.
- g. The eaves of an accessory structure shall be setback at least one (1) foot from any property line.
- h. An accessory structure shall be designed and constructed so as to prevent roof runoff from impacting an adjacent property.
- i. An accessory structure shall meet all applicable provisions of the International Building Code.
- j. An accessory structure shall not encroach on any easements, recorded or otherwise.
- k. ~~The sidewall of an accessory structure shall not exceed fifteen (15) feet in height, as measured from the average slope of the ground to the point where the undersides of the eaves connect to the top of the sidewall. For a flat or mansard roof, the sidewall shall be measured from the average slope of the ground to the highest point of the roof, including any coping, parapet, or similar feature.~~
- l. ~~The height of an accessory structure shall not exceed twenty (20) feet.~~
- m. Accessory structures used or designed for vehicle parking shall be connected to the street by a paved driveway.

Attachment 2 - Original language proposed by Planning Staff (shown in blue)

K. Accessory Structure, Primary Use Required – An accessory structure shall not be permitted on any lot or parcel of land unless a primary structure is first constructed on the site. If the primary structure is removed and not immediately replaced, any accessory structure must also be removed. A lot or parcel shall not be subdivided such that an accessory structure is located on a lot or parcel without a primary structure.

1. Accessory Structure, Permitted Use – An accessory structure allowed as a permitted use shall meet all of the following:

a. The total footprint of any and all accessory structures shall not exceed ten percent (10%) of the entire lot or parcel area, and no lot or parcel shall be reduced in area after the construction of an accessory building, such that it is in violation of this provision.

b. ~~An accessory structure shall meet all of the setbacks of a primary structure, or it shall be setback at least ten (10) feet behind the front building line of a primary structure, and shall be setback at least three (3) feet from a rear or interior side property line, and at least twenty (20) feet from a street side yard property line.~~

An accessory structure shall comply with either i. Standard Height and Setbacks or ii. Enhanced Height and Setbacks.

i. Standard Height and Setbacks.

(A) Height Requirements:

(1) The maximum height shall not exceed 20 feet.

(2) The height to the eave line, measured from the average slope of the ground to the point where the eaves connect to the top of the sidewall, shall not exceed 15 feet.

(B) Setback Requirements:

(1) Standard Setbacks: The structure shall comply with all required setbacks applicable to a primary structure.

(2) Reduced Setbacks: If the structure is located at least 10 feet behind the front building line of the primary structure the minimum rear and side yards

setbacks shall be 3 feet, and the minimum street side yard setback shall be 20 feet.

- ii. Enhanced Height and Setbacks. Accessory structures that exceed the standard height in section i above that remain within the setback limits below may be permitted.

(A) Height Requirements:

(1) The maximum height shall not exceed 25 feet.

(2) The height to the eave line, measured from the average slope of the ground to the point where the eaves connect to the top of the sidewall, shall not exceed 20 feet.

(B) Setback Requirements:

(1) Reduced Setbacks: If the structure is located at least 10 feet behind the front building line of the primary structure, the minimum rear and side yard setbacks shall be 8 feet, and the minimum street side yard setback on corner lots shall be 20 feet (for corner lots).

- c. An accessory structure shall be located at least five (5) feet from a primary structure, including eaves, bay windows, chimneys, and any other protrusion on either the accessory building or the primary structure.
- d. No part of an accessory structure, excluding the eaves, shall be closer than twelve (12) feet to any primary dwelling on an adjacent property.
- e. The eaves of an accessory structure shall be setback at least one (1) foot from any property line.
- f. An accessory structure shall be designed and constructed so as to prevent roof runoff from impacting an adjacent property.
- g. An accessory structure shall meet all applicable provisions of the International Building Code.
- h. An accessory structure shall not encroach on any easements, recorded or otherwise.

- 315 i. ~~The sidewall of an accessory structure shall not exceed fifteen (15)~~
316 ~~feet in height, as measured from the average slope of the ground to~~
317 ~~the point where the undersides of the eaves connect to the top of~~
318 ~~the sidewall. For a flat or mansard roof, the sidewall shall be~~
319 ~~measured from the average slope of the ground to the highest point~~
320 ~~of the roof, including any coping, parapet, or similar feature.~~
321
322 j. ~~The height of an accessory structure shall not exceed twenty (20)~~
323 ~~feet.~~
324

325 2. Accessory Structure, Conditional Use – An accessory structure may be
326 allowed as a conditional use in accordance with the following:
327

- 328 a. The approval body shall consider the following when reviewing the
329 proposed accessory structure:
330
331 i. The extent that sunlight, air, and viewsheds are
332 obstructed/disturbed,
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334 ii. The proximity to adjoining structures,
335
336 iii. The contour of the land, both existing and proposed,
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338 iv. Features peculiar to the site and the immediately adjoining
339 properties.
340
341 v. The location of windows, doors, balconies, and other
342 openings that may intrude on the privacy of adjoining
343 property owners,
344
345 vi. The proposed and potential uses based on the size,
346 configuration, and other aspects of the structure.
347
348 b. The total building footprint of any and all accessory structures shall
349 not exceed fifteen percent (15%) of the entire lot or parcel area,
350 and no lot or parcel shall be reduced in area after the construction
351 of an accessory building, such that it is in violation of this provision.
352

353 An accessory structure shall comply with either i. Standard Height
354 and Setbacks or ii. Enhanced Height and Setbacks.
355

356 i. Standard Height and Setbacks.
357

358 (A) Height Requirements:
359

- 360 (1) The maximum height shall not exceed 20 feet.

- (2) The height to the eave line, measured from the average slope of the ground to the point where the eaves connect to the top of the sidewall, shall not exceed 15 feet.
- (B) Setback Requirements:
- (1) Standard Setbacks: The structure shall comply with all required setbacks applicable to a primary structure.
- (2) Reduced Setbacks: If the structure is located at least 10 feet behind the front building line of the primary structure the minimum rear and side yards setbacks shall be 3 feet, and the minimum street side yard setback shall be 20 feet.
- ii. Enhanced Height and Setbacks. Accessory structures that exceed the standard height in section i above that remain within the setback limits below may be permitted.
- (A) Height Requirements:
- (1) The maximum height shall not exceed 25 feet.
- (2) The height to the eave line, measured from the average slope of the ground to the point where the eaves connect to the top of the sidewall, shall not exceed 20 feet.
- (B) Setback Requirements:
- (1) Reduced Setbacks: If the structure is located at least 10 feet behind the front building line of the primary structure, the minimum rear and side yard setbacks shall be 8 feet, and the minimum street side yard setback on corner lots shall be 20 feet (for corner lots).
- iii. The approving body may require an increased setback based on the criteria of 14-4-106(C)(1).
- c. An accessory structure shall be located at least five (5) feet from a primary structure, including eaves, bay windows, chimneys, and

any other protrusion on either the accessory building or the primary structure.

- d. No part of an accessory structure, excluding the eaves, shall be closer than twelve (12) feet to any dwelling on an adjacent property.
- e. The eaves of an accessory structure shall be setback at least one (1) foot from any property line.
- f. An accessory structure shall be designed and constructed so as to prevent roof runoff from impacting an adjacent property.
- g. An accessory structure shall meet all applicable provisions of the International Building Code.
- h. An accessory structure shall not encroach on any easements, recorded or otherwise.
- i. ~~The sidewall of an accessory structure shall not exceed fifteen (15) feet in height, as measured from the average slope of the ground to the point where the undersides of the eaves connect to the top of the sidewall. For a flat or mansard roof, the sidewall shall be measured from the average slope of the ground to the highest point of the roof, including any coping, parapet, or similar feature.~~
- j. ~~The height of an accessory structure shall not exceed twenty (20) feet.~~
- k. Accessory structures used or designed for vehicle parking shall be connected to the street by a paved driveway.

Minutes of the
BOUNTIFUL CITY COUNCIL
July 22, 2025 – 6:00 p.m.

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

Closed Session – 6:00 p.m.
City Council Conference Room

Present:	Mayor	Kendalyn Harris
	Councilmembers	Kate Bradshaw, Beth Child, Richard Higginson, Matt Murri, Cecilee Price-Huish
	City Manager	Gary Hill
	City Attorney	Brad Jeppsen

Mayor Harris opened the meeting at 6:05 pm.

Councilmember Price-Huish made a motion to move into a closed session to discuss the acquisition or sale of real property, pending litigation and/or to discuss the character and/or competency of an individual(s). Councilmember Higginson seconded the motion. The motion passed with a unanimous roll call vote:

The closed session began at 6:08 pm.

Councilmember Higginson made a motion to return to an open meeting and Councilmember Murri seconded the motion. The motion passed with Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”

The closed session ended at 7:04 pm.

Regular Meeting – 7:00 p.m.
City Council Chambers

Present:	Mayor	Kendalyn Harris
	Councilmembers	Kate Bradshaw, Beth Child, Richard Higginson, Matt Murri, Cecilee Price-Huish
	City Manager	Gary Hill
	Asst City Manager	Galen Rasmussen
	City Attorney	Brad Jeppsen
	Streets Director	Charles Benson
	Water Director	Kraig Christensen
	Asst. City Engineer	Todd Christensen
	SDMFD Chief	Greg Stewart
	Recording Secretary	Maranda Hilton
Excused:	City Engineer	Lloyd Cheney

WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER

Mayor Harris called the meeting to order at 7:08 pm and welcomed those in attendance. Mr. Ron Mortensen led the Pledge of Allegiance and Ms. Eileen West offered a prayer.

PUBLIC COMMENT

The public comment period was opened at 7:10 pm.

Mr. Ron Mortensen (Bountiful) explained that the South Davis Water District is concerned that the recent mandate to begin metering irrigation water will negatively impact the aquifer levels, because 40% of the recharge to the aquifer comes from imported Weber Water. He said it is not urgent yet, but he hopes this issue will be on everyone's radar and we can work together to find a solution.

The public comment period was closed at 7:12 pm.

CONSIDER APPROVAL OF MINUTES OF THE PREVIOUS MEETINGS HELD ON JUNE 24TH AND JULY 8TH, 2025

Councilmember Bradshaw made a motion to approve the minutes from the meetings held June 24th and July 8th and Councilmember Price-Huish seconded the motion. The motion passed with Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting "aye."

COUNCIL REPORTS

Councilmember Bradshaw reported that the Recreation District is considering a 5% property tax increase, so they will be holding a Truth in Taxation meeting in November for that. She added that it has been a year since the District changed its accounting systems and the Board can now start using the new data to make more informed decisions moving forward.

Councilmember Higginson did not have a report.

Councilmember Murri reported that the Mosquito Abatement District and Davis School District are both proposing property tax increases as well.

Councilmember Price-Huish announced that the BCYC and the WXYC will be carrying a large American flag in the Handcart days parade this weekend. She welcomed Power Commissioner Dan Bell to the meeting. She reported that the Health Coalition recently held its first meeting and it went very well. She thanked Councilmember Child for attending and mentioned that the Recreation District offers some amazing programs that help fill needs in our community for mental health and adaptive sports resources.

Councilmember Bradshaw asked Councilmember Price-Huish a clarifying question about the Healthy Communities designation eligibility; asking if it required 2 strategies per category, or 2 strategies total in the Healthy Communication section. Councilmember Price-Huish answered that the application required 2 strategies total over 3 categories, as long as they are not from the same category.

Mayor Harris thanked everyone involved in the upcoming Handcart Days festivities and encouraged people to attend. She thanked Chief Stewart for being there to present at the meeting and asked him to share about the award the Fire District won. She reported that the Sewer District is looking into the best way to determine and bill for water usage for ADU's, and that they have begun building their new administrative building. She also reported that the county library committee has finally decided that instead of building a new library they are going to renovate the existing building.

1 The project is expected to begin in January 2026 and take 1.5 to 2 years to complete. They are
2 currently looking for a temporary location for library services to be housed during the renovation.
3 Councilmember Child thanked Councilmember Price-Huish for her work on the Health
4 Coalition and said it was a wonderful meeting. She also encouraged everyone to attend the Handcart
5 Days festivities and thanked the Mayor for her work to promote it on KUTV.

6
7 **CONSIDER APPROVAL OF:**

8 a. **EXPENDITURES GREATER THAN \$1,000 PAID JULY 2ND AND 9TH, 2025**

9 b. **MAY 2025 FINANCIAL REPORT**

10 Councilmember Higginson made a motion to approve the expenditures and the May 2025
11 financial report and Councilmember Price-Huish seconded the motion. The motion passed with
12 Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”

13
14 **SOUTH DAVIS METRO FIRE DEPARTMENT REPORT – CHIEF GREG STEWART**

15 Chief Stewart presented the 2024 Annual Report of the South Davis Metro Fire District. He
16 began by saying that the mission of the Fire District is “To preserve life, protect property and exceed
17 the expectations of those we serve.” He reiterated that everything else they do at the district is
18 secondary to that mission.

19 The report contained details about the district’s staffing levels, daily operations, number of
20 service calls and special events they participated in. Chief Stewart added that their HAZMAT Team
21 received the Team of the Year Award, the Technical Rescue Team performed well in the Petzl
22 Games in Salt Lake, and the Combat Fire Team took first at an annual firefighter challenge last
23 Saturday at Hill AFB.

24 Councilmember Bradshaw asked what the City can do to help support the district. Chief
25 Stewart thanked her and said that the City supports them very well, and their work getting the word
26 out about firework restrictions was much appreciated.

27 Mayor Harris thanked Chief Stewart for being there and for all they do to serve the
28 community, especially during the busy month of July.

29
30 **CONSIDER APPROVAL OF THE PURCHASE OF METERING EQUIPMENT FROM**
31 **HYDRO SPECIALTIES COMPANY IN THE TOTAL AMOUNT OF \$108,072 – MR. KRAIG**
32 **CHRISTENSEN**

33 Mr. Kraig Christensen explained that this purchase of metering equipment will be stored in
34 their inventory and used to replace any of the digital meters that get flagged for bad reads and need to
35 be replaced. Ten years ago, the City switched over to digital meters which were expected to last 10-
36 15 years on their batteries. The Water Department is asking to purchase 902 units, everything the
37 supplier has in stock, to be ready to start switching out the old ones. He added that this purchase is
38 from a single source supplier because the new meters must be the same kind as the existing meters.

39 Councilmember Price-Huish asked how many meters there are in the city. Mr. Christensen
40 answered there are 11,200 in our system.

41 Councilmember Price-Huish asked how the prices have changed in the last 10 years for this
42 item. Mr. Christensen said that up until now, these units were \$100 each, and now they are \$150
43 each.

44 Councilmember Bradshaw asked how residents are charged if they have a bad read on their
45 meter. Mr. Christensen said they are charged for a manual read at a base rate until they can get the
46 meter replaced and reading accurately again.

1 Councilmember Bradshaw made a motion to approve the purchase from Hydro Specialties
2 Company and Councilmember Murri seconded the motion. The motion passed with Councilmembers
3 Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”
4

5 **CONSIDER APPROVAL OF THE PURCHASE OF A TRUCK BED VACUUM FROM**
6 **VERMEER MOUNTAIN WEST IN THE TOTAL AMOUNT OF \$28,722 – MR. KRAIG**
7 **CHRISTENSEN**

8 Mr. Christensen explained that this item is for a vacuum unit that sits in the bed of a truck.
9 The Water Department is finding that only having one vacator unit for the field technician crews is not
10 enough, and they would like to purchase a smaller, truck-bed unit to help meet demand and complete
11 projects more quickly. The specifications of this unit will meet their needs, and is a single source
12 item.

13 Councilmember Price-Huish made a motion to approve the purchase from Vermeer Mountain
14 West and Councilmember Higginson seconded the motion. The motion passed with Councilmembers
15 Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”
16

17 **CONSIDER APPROVAL OF RESOLUTION NO. 2025-05 AND PROCLAMATION NO.**
18 **2025-01 REGARDING WATERING RESTRICTIONS – MR. LLOYD CHENEY**

19 Mr. Christensen explained that he would present this item on behalf of Mr. Cheney who is out
20 of town. He explained that Resolution 2025-05 recommends watering restrictions be implemented
21 beginning July 31, 2025, until April 15, 2026. These restrictions are being proposed to help protect
22 our wells and pump equipment from damage, save money, retain adequate water levels for fire
23 protection, and protect our aquifers. He explained that a couple of weeks ago the Calder well started
24 having issues and needed to be shut off, and after it was restored the same thing began happening at
25 the 1st East well. The issues were caused by both a dramatic decrease in runoff from the snowpack
26 and increased usage of culinary water; residents have been using a lot more water this year compared
27 to past years. These restrictions only pertain to the use of culinary water for irrigation uses.

28 The restrictions being proposed are:

- 29 1. Use of culinary water for outdoor watering is strictly prohibited where irrigation water is
30 provided by a third-party service district.
- 31 2. Outdoor watering with culinary water is expressly prohibited between the hours of 10:00 am
32 and 6:00 pm.
- 33 3. To maintain minimum storage levels in the culinary water reservoirs, outdoor use of culinary
34 water is not permitted on Wednesday of each week.
- 35 4. Landscaping, including turf, planting and gardens on residential properties may be watered
36 three times per week. Zone run times shall be no longer than 20 minutes (per zone) for pop-up
37 style sprinkler heads or 40 minutes (per zone) for rotary style sprinkler heads. Properties with
38 an odd numbered address may water on odd number calendar days. Properties with an even
39 numbered address may water on even number calendar days.
- 40 5. Hand watering is allowed one time per week, with a maximum flow rate of 5 gallons per
41 minute, for established trees and shrubs. The hose shall not be left unattended during this time
42 and shall not be connected to a sprinkler head.
- 43 6. Watering of newly installed landscaping shall comply with the limitations set forth in this
44 Resolution.
- 45 7. Rinsing or washing of sidewalks, driveways, patios or other impervious surfaces is not
46 permitted.

- 1 8. Residential swimming pools may only be filled using a hose connection to the primary
- 2 structure with a maximum flow rate of 5 gallons per minute.
- 3 9. Bountiful parks and City facilities are permitted to “spot water” to prevent permanent damage
- 4 to turf or landscaping to provide outdoor facilities which can be enjoyed by the community in
- 5 general and to protect the public investment in said facilities.
- 6 10. Bountiful Ridge Golf Course is permitted to water tee boxes, green and fairways to maintain
- 7 acceptable playing conditions. “Spot watering” practices are permitted in fairway and rough
- 8 areas to prevent permanent damage to landscaping turf.
- 9

10 The punishment for violation of these restrictions are as follows:

11 First Offence Violators would be issued a written warning.

12 Second offense \$100 fine added to the utility bill

13 Third Offense \$250 fine added to the utility bill

14 Fourth Offense \$500 fine added to the utility bill

15 Fifth Offense \$1,000 fine added to the utility bill. Culinary water service will be
16 terminated until payment of the fine. Account holder shall also be responsible for payment of
17 applicable disconnect and reconnection fees.

18
19 Mayor Harris asked how they plan to inform residents about the restrictions. Mr. Christensen said
20 they will use staff to deliver door handouts in the affected area, and use City social media channels
21 and the City website to let people know.

22 Councilmember Bradshaw asked if staff knows why water usage is higher this year. Mr. Gary
23 Hill said they cannot determine whether culinary water is being used indoors and outdoors, but it is
24 most likely due to increased outdoor watering with the culinary water.

25 Councilmember Price asked if the restrictions should be applied to all residents to keep it
26 simple. Councilmember Higginson answered that the City can only enforce restrictions on its own
27 water system, and cannot impose restrictions for third-party providers. As of right now, the other
28 water providers are probably not going to impose any restrictions. In 2022, the last time watering
29 restrictions were imposed, the other jurisdictions did impose restrictions that matched what the City
30 did, so it was a different situation.

31 Councilmember Price-Huish said that she felt item 4 of the Resolution was confusing and
32 should state more clearly that the restrictions only pertain to culinary water users. She proposed they
33 amend Restriction no. 4 in the Resolution to “Landscaping, including turf, planting and gardens on
34 residential properties *that utilize culinary water*, may be watered three times per week. Zone run
35 times shall be no longer than 20 minutes (per zone) for pop-up style sprinkler heads or 40 minutes
36 (per zone) for rotary style sprinkler heads. Properties with an odd numbered address may water on
37 odd number calendar days. Properties with an even numbered address may water on even number
38 calendar days.

39 Councilmember Price-Huish made a motion to approve Resolution 2025-05 with the proposed
40 amendment and Proclamation 2025-01, and Councilmember Higginson seconded the motion. The
41 motion passed with Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting
42 “aye.”

1 **CONSIDER APPROVAL OF AN EASEMENT TO ENBRIDGE FOR THE GAS SERVICE**
2 **LINE SERVING 135 SOUTH MAIN STREET – MR. LLOYD CHENEY**

3 Mr. Todd Christensen explained he would present on behalf of Mr. Cheney as well. He
4 explained that the old gas line that serviced the property at 135 South Main Street was inadequate for
5 its new use as a restaurant, so staff would like to bring in a new gas service from the back of the
6 property, closer to the kitchen. This will require some easements because the line will cross two other
7 properties.

8 Councilmember Higginson made a motion to approve the easement at 135 South Main Street
9 and Councilmember Murri seconded the motion. The motion passed with Councilmembers
10 Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”

11
12 **ADJOURN TO A MEETING OF THE RDA BOARD WITH A SEPARATE AGENDA**

13 Councilmember Child made a motion to adjourn to a meeting of the RDA Board with a
14 separate agenda and Councilmember Murri seconded the motion. The motion passed with
15 Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”

16
17 The meeting was adjourned at 8:32 pm.

Mayor Kendalyn Harris

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid
July 16, 23 & 30, 2025
Author: Tyson Beck, Finance Director
Department: Finance
Date: August 12, 2025



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 July 16, 23 & 30, 2025.

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00**Paid July 16, 2025**

<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>
7042	AFFORDABLE TURF & SP	Golf Course	555500 425000	Equip Supplies & Maint	1,196.95	246228	4098676	Misc. Parts/Supplies
1105	ALTEC INDUSTRIES, IN	Light & Power	535300 474600	Vehicles	233,873.00	246275	8490078	Equipment Chassis - Customer # 98370
13915	BEACH, BRYAN D	Legislative	104110 492080	Community Events-BntflComServC	1,000.00	246277	BOUN-101	Bountiful Summer Concert - Bridging Betty
11636	BLACK FOREST PAVING	Streets	104410 473200	Road Materials - Overlay	375,914.92	246278	07082025	2025 Asphalt Overlay
7669	Centerpoint Theatre	RAP Tax	838300 492020	RAP Tax Grant Award Payments	22,290.00	246284	07082025	FY2026 RAP Tax Grant
1826	CUMMINS ROCKY MOUNTA	Streets	104410 425000	Equip Supplies & Maint	2,943.33	246289	60-250764439	Misc. Parts/Supplies - Cust # 466117
1889	DAVIS COUNTY GOVERN	Engineering	104450 425000	Equip Supplies & Maint	2,370.00	246290	131767	GIS Data-2025 Aerial Photography
2055	ELECTRICAL CONSULTAN	Light & Power	535300 474790	CIP 09 Dist Sub NW Substation	6,988.00	246233	134134	NW Substation
8045	ELITE LANDSCAPE SERV	Parks	104510 426000	Bldg & Grnd Suppl & Maint	5,580.00	246234	07102025	Irrigation repairs to Bountiful Parks in June 2025
5281	ENBRIDGE GAS UTAH	Police	104210 427000	Utilities	1,307.38	246237	07012025D	Account # 3401140000
5281	ENBRIDGE GAS UTAH	Light & Power	53 213100	Accounts Payable	66,685.45	246237	07012025B	Account # 6056810000
2164	FERGUSON ENTERPRISES	Water	515100 448400	Dist Systm Repair & Maint	8,178.00	246293	1269619	Misc. Parts/Supplies - Cust # 48108
2350	GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	1,332.00	246295	24733	Misc. Parts/Supplies
2483	HIGHLAND GOLF	Golf Course	555500 425000	Equip Supplies & Maint	10,999.00	246240	58218	Yamaha New U-Max
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,293.30	246307	14289	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,513.62	246307	14267	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,681.56	246307	14239	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,722.06	246307	14250	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	4,519.26	246242	14221	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,051.24	246242	14153	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	8,326.26	246242	14136	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	11,752.56	246242	14121	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	12,381.66	246242	14188	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	20,046.42	246242	14108	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	33,404.94	246242	14180	Patching - Cust # BOUN02610
2932	LES SCHWAB TIRE CENT	Water	515100 425000	Equip Supplies & Maint	1,187.84	246311	50200374943	Tires - Cust ID 502-15098
12628	MOTION AND FLOW	Light & Power	535300 448639	Substation	4,342.36	246245	9492658	Oil Press
3193	MOUNTAIN STATES INDU	Light & Power	535300 474600	Vehicles	47,644.00	246246	31101	Utility Bed
3195	MOUNTAINLAND SUPPLY	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,726.58	246318	S107122049.001	Misc. Parts/Supplies - Cust # 18499
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	16,162.15	246318	S107132960.001	Misc. Parts/Supplies - Cust # 18498
3328	NOVOTX, L.L.C.	Water	515100 429300	Computer Hardware	11,593.00	246321	INV-00662	Elements Annual Subscription
3458	PETERBILT OF UTAH, I	Recycle Collection Operations	585810 425000	Equip Supplies & Maint	2,184.00	246254	1077886PUX1	Misc. Parts/Supplies
5553	PURCELL TIRE AND SER	Refuse Collection Operations	585800 425000	Equip Supplies & Maint	2,613.24	246367	42103012	Tires and Service - Cust # 2801867
3875	READING TRUCK	Streets	104410 425000	Equip Supplies & Maint	6,577.85	246257	S199361	Misc. Parts/Supplies
13120	RECYCLE IT	Landfill Operations	585820 448000	Operating Supplies	5,370.00	246258	10672	Mattress Recycling for June 2025
3812	SAFETY SUPPLY & SIGN	Streets	104410 441300	Street Signs	6,227.54	246261	194467	Misc. Parts/Supplies - Cust ID 00330
16103	SALT CITY DRILLING	Light & Power	535300 474810	CIP 11 Dist Sys Feeder #573	202,780.00	246262	INV42	Completed on 6/27/25 on street lights
3832	SALT LAKE MAILING &	Legislative	104110 461000	Miscellaneous Expense	1,081.67	246371	GL47392	FY2026 Utility Customer Enterprise Fund Transfer
3832	SALT LAKE MAILING &	Finance	104140 429050	Utility Billing Supplies	50,000.00	246371	07152025	Mailing & Printing Utility Bills
11638	SIDDONS-MARTIN EMERG	Recycle Collection Operations	585810 425000	Equip Supplies & Maint	2,369.79	246263	903-SIV0006220	Crusher Panels
3985	SOUTH DAVIS SEWER DI	Police	104210 427000	Utilities	2,916.00	246374	07012025EE	Sewer Account # 30884-00
9407	SPECIALTY ELECTRICS,	Light & Power	535300 474790	CIP 09 Dist Sub NW Substation	54,112.50	246375	2516-1	NW Sub Relay Panels

<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>
4051	STATE OF UTAH	Landfill Operations	585820 431300	Environmental Monitoring	6,619.91	246266	07142025	Landfill Solid Waste Quarterly Fee 2Q2025
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	3,539.58	246379	2025100109624	T-Chlor - Cust # C1303
5322	UCS WIRELESS	Light & Power	535300 448641	Communication Equipment	1,765.00	246270	83336	Annual Radio Maintenance
4450	VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	2,168.92	246272	6117387645	Account # 371517689-00001
TOTAL:					<u>1,276,332.84</u>			

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid July 23, 2025

<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>
1035	ADS, LLC	Light & Power	535300 474520	M&E PineView	58,545.00	246413	54108.071425	Flow Meter/ Pineview - Cust ID C-10742
1164	ANIXTER, INC.	Light & Power	535300 448633	Street Light	1,536.00	246415	6424598-00	Misc. Parts/Supplies - Cust # 6000052
1425	BOUNTIFUL HISTORICAL	Legislative	104110 492070	Contr-Btfl Historical Soc	25,000.00	246417	07212025	Fiscal 2025-2026 grant
1447	BP ENERGY COMPANY	Light & Power	53 213100	Accounts Payable	124,137.45	246418	21447294	Natural Gas - Contract # 23191
14651	CREATIVE TRAILS, INC	Trails	454550 473103	Improv. Other Than Bldg-Grant\$	9,622.29	246392	2	Final Management Services for 2024
1826	CUMMINS ROCKY MOUNTA	Streets	104410 425000	Equip Supplies & Maint	1,230.44	246427	60-250764931	Misc. Parts/Supplies - Cust # 466117
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	9,648.00	246430	76586	Tree Trimming
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	12,031.20	246430	76587	Tree Trimming
2009	DURK'S PLUMBING SUPP	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,090.38	246433	03027346	Misc. Parts/Supplies - Acct # 512
11702	ENVIRO-CLEAN GROUP	Storm Water	494900 425000	Equip Supplies & Maint	2,954.88	246394	10P1221	Misc. Supplies/Equipment - Cust # 65049
2164	FERGUSON ENTERPRISES	Water	515100 448400	Dist Systm Repair & Maint	3,350.00	246437	1270408	Misc. Parts/Supplies - Cust # 48108
2329	GORDON'S COPYPRINT	Legislative	104110 461000	Miscellaneous Expense	2,210.69	246438	55662	FY26 Operating & Capital Budgets copies
16051	GOUGH, KIRK	Charge For Services-Proprietar	517000 371110	Metered Water Sales	1,575.00	246439	07142025	Refund Hydrant Meter rental less fees
2334	GRAINGER, INC	Light & Power	535300 448636	Special Equipment	1,328.24	246441	9563209262	Misc. Parts/Supplies - Acct # 809597271
5458	HANSEN, ALLEN & LUCE	Landfill Operations	585820 431300	Environmental Monitoring	2,788.60	246397	55273	Professional Service for ground sampling
2510	HOLLAND EQUIPMENT CO	Landfill Operations	585820 425000	Equip Supplies & Maint	2,332.34	246446	38827	Misc. Parts/Supplies
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	12,067.92	246455	14320	Paving - Cust # BOUN02610
3115	MILLARD, MARK	Recycle Collection Operations	585810 448000	Operating Supplies	2,500.00	246464	97167	Misc. Parts/Supplies
3186	MOTOROLA	Police	454210 455120	Principal-SBITA	53,688.00	246465	1411190153	Account # 100743551
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	1,021.96	246467	S107132960.002	Misc. Parts/Supplies - Cust #18498
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	11,103.11	246467	S107143907.001	Misc. Parts/Supplies - Cust #18498
3235	NAPA AUTO PARTS	Landfill Operations	585820 425000	Equip Supplies & Maint	1,181.70	246468	4445-391416	Misc. Auto Parts - Acct #7429
3293	NICKERSON CO INC	Water	515100 448400	Dist Systm Repair & Maint	16,167.50	246401	J27338	Motor Install @ 3100 south pumphouse
12326	PARSONS BEHLE & LAT	Liability Insurance	636300 431000	Profess & Tech Services	66,352.90	246402	1717330	Professional Services rendered thru 6/30/25
4791	POINT S TIRE & AUTO	Water	515100 425000	Equip Supplies & Maint	1,055.80	246403	0173595	Tires/ Service
15056	RDO EQUIPMENT CO.	Streets	104410 425000	Equip Supplies & Maint	2,341.07	246487	P41375R2	Oil Cooler - Acct # 61110002
13270	RIVER POOLS OF SALT	Charge For Services-Proprietar	517000 371110	Metered Water Sales	1,515.00	246489	07172025	Refund Hydrant Meter rental less fees
3829	SALT LAKE CITY CORP	Police	104210 423000	Travel & Training	2,100.00	246492	ARI-00005476	2025 Violent Crimes Conf. - Cust ID C-992
3830	SALT LAKE COMMUNITY	Light & Power	535300 423001	Education Benefit	9,300.00	246493	6A8B7949	Apprentice School/ Fees
3983	SOUTH DAVIS RECREATI	RAP Tax	838300 492020	RAP Tax Grant Award Payments	5,000.00	246494	07172025	FY 2025-2026 RAP Tax Grant
4217	TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	5,019.64	246406	920879507	Golf Balls - Acct # US00021802
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	24,303.24	246502	0401451	Fuel - Acct # 000275
4229	TOM RANDALL DIST. CO	Landfill Operations	585820 425000	Equip Supplies & Maint	1,569.40	246502	0401580	Bulk Oil - Acct # 000138
4273	TURF EQUIPMENT CO	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	3,504.75	246505	3034288-00	Turf Supplies - Cust # 2144
5000	U.S. BANK CORPORATE	Legislative	104110 423000	Travel & Training	2,840.00	246408	07102025SW	Trvl&Train & Misc. -Act #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Legislative	104110 461750	Employee Wellness & Recognit'n	1,611.10	246408	07102025JS	Misc. Parts/Supplies - Act #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Legislative	104110 461750	Employee Wellness & Recognit'n	2,549.88	246408	07102025HR	Employee Awards Supplies -Act #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Legislative	104110 492050	Bntfl City Youth Council	1,633.70	246408	07102025SW	Trvl&Train & Misc. -Act #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Executive	104130 423000	Travel & Training	2,090.00	246408	07102025GH	Membership Dues - Act #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Finance	104140 423000	Travel & Training	1,197.68	246408	07102025TB	Misc.& Trvl&Train expense- Act#4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,797.64	246408	07102025BH	Misc. Parts/Supplies - Act #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Planning	104610 431000	Profess & Tech Services	4,200.00	246408	07102025FA	Planning Commiss Supplies-Act #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Light & Power	535300 423000	Travel & Training	1,712.31	246408	07102025AJ	Trvl&Train & Misc. -Act #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Light & Power	535300 423002	Travel Board Members	2,654.84	246408	07102025AJ	Trvl&Train & Misc. -Act #4246-0445-5571-8851

<i>VENDOR</i>	<i>VENDOR NAME</i>	<i>DEPARTMENT</i>	<i>ACCOUNT</i>	<i>ACCOUNT DESC</i>	<i>AMOUNT</i>	<i>CHECK NO</i>	<i>INVOICE</i>	<i>DESCRIPTION</i>
4344	UTAH BARRICADE COMPA	Water	515100 461300	Street Opening Expense	1,062.40	246410 108640		Traffic Control Signs
8034	WASATCH SOUND	Legislative	104110 492080	Community Events-BntfComServC	5,825.00	246509 07182025		Bountiful City Concerts in the Park
15839	WM RECYCLE AMERICA	Recycle Collection Operations	585810 431550	Recycling Processing Fees	5,895.42	246511 IAC6979730		Recycling Services
TOTAL:					<u>516,242.47</u>			

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00**Paid July 30, 2025**

<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>
1164	ANIXTER, INC.	Light & Power	535300 448631	Hydro Transmission	2,505.00	246515	6349215-01	Gains - Cust # 6000052
5499	BIG T RECREATION	Parks	104510 426000	Bldg & Grnd Suppl & Maint	4,200.00	246526	6909	Engineered Wood Fiber
11636	BLACK FOREST PAVING	Streets	104410 473200	Road Materials - Overlay	217,418.40	246527	2	Paving for Bountiful City - App #2
4824	DAVIS BEHAVIORIAL HE	School Resource Officer	104217 411130	Salaries - PROS II	1,242.00	246517	BOUNPD-CTC-63	Communities that Care / Alcohol Prevention
9982	DIAMOND TREE EXPERTS	Parks	104510 426000	Bldg & Grnd Suppl & Maint	75,500.00	246539	189898	Tree Removal at Bountiful City Hall
2009	DURK'S PLUMBING SUPP	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,124.31	246540	03030247	Misc. Parts/Supplies - Acct # 512
2009	DURK'S PLUMBING SUPP	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,219.18	246540	03030980	Misc. Parts/Supplies - Acct # 512
2009	DURK'S PLUMBING SUPP	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,632.48	246540	03035737	Misc. Parts/Supplies - Acct # 512
2009	DURK'S PLUMBING SUPP	Parks	104510 426000	Bldg & Grnd Suppl & Maint	3,139.44	246540	03032681	Misc. Parts/Supplies
16150	FISHER'S TECHNOLOGY	Finance	454140 474500	Machinery & Equipment	9,795.00	246542	1526632	Copier/Printer - Acct # BC71
2562	HYDRO SPECIALTIES CO	Water	515100 448650	Meters	108,072.00	246518	29673	ERTs and Install Kits/ Metering
8756	IRBY ELECTRICAL DIST	Light & Power	535300 448635	Vehicles	1,825.00	246555	S014173228.001	Misc. Parts/Supplies - Cust # 221694
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	5,529.44	246558	435764	Road Base - Cust # BCTY07399
14745	MCT	Police	104210 428000	Internet & Telephone Expense	2,549.49	246519	86287	Maintenance - Cust # C36721
13018	MONTROSE AIR QUALITY	Light & Power	535300 448613	Power Plant Operating Costs	5,193.70	246566	CINV-415343	Annual Air Quality - Cust ID C-009431
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	16,568.74	246568	S107151748.001	Misc. Parts/Supplies - Cust # 18498
3255	NELLO	Light & Power	535300 474790	CIP 09 Dist Sub NW Substation	89,563.00	246570	42732	NW Sub materials
3271	NETWIZE	Information Technology	454136 474500	Machinery & Equipment	1,038.38	246571	26451	Network Refresh
3271	NETWIZE	Information Technology	454136 474500	Machinery & Equipment	2,704.48	246571	26451A	Network Refresh
3271	NETWIZE	Information Technology	454136 474500	Machinery & Equipment	103,920.79	246571	26432	Network Refresh
3271	NETWIZE	Computer Maintenance	616100 429300	Computer Hardware	13,708.87	246571	26450	Network Refresh
16149	POWER & TEL	Light & Power	535300 448639	Substation	20,033.55	246574	8095393-01	SE Sub Battery
16149	POWER & TEL	Light & Power	535300 448639	Substation	6,471.42	246521	8095393-00	SE Sub Battery
12139	POWER WEST ENGINEER	Light & Power	535300 448650	Meters	8,880.00	246575	2035	Meters, 2's AMR
3972	SOLAR TURBINES, INC.	Light & Power	535300 448614	Power Plant Equipment Repairs	2,679.00	246585	AFS10090544	Turbine Maint.
4031	STANDARD PLUMBING SU	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,046.04	246587	YWT775	Misc. Parts/Supplies
4051	STATE OF UTAH	Streets	104410 441300	Street Signs	6,470.07	246589	2554000500	State Furnished Materials
4171	THATCHER COMPANY	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,040.70	246591	2025100110512	Chlorine for water features - Cust # C4426
4131	T-MOBILE	Police	104210 428000	Internet & Telephone Expense	1,585.87	246590	07212025	Account # 992894616
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	3,155.85	246592	0402124	Bulk Oil & DEF - Acct # 000275
4229	TOM RANDALL DIST. CO	Landfill Operations	585820 425000	Equip Supplies & Maint	1,153.55	246592	0402123	Bulk Oil - Acct # 000138
4341	UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Accrual	998,250.92	246594	07232025	June 2025 payment for Power Resource
15372	WCF MUTUAL INSURANCE	Workers' Comp Insurance	646400 451150	Liability Claims/Deductible	4,204.66	246596	8169177	Worker's Comp - Acct # 257435
15372	WCF MUTUAL INSURANCE	Workers' Comp Insurance	646400 451150	Liability Claims/Deductible	5,958.10	246596	8178071	Worker's Comp - Acct # 257435
7732	WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,475.00	246597	500184-2	Janitorial Services
10488	YOUNG FORD	Police	454210 474500	Machinery & Equipment	47,375.00	246598	1754710	2025 F-150 VIN # 1FTFW1P8XSKE44178
TOTAL:					<u>1,779,229.43</u>			

City Council Staff Report

Subject: City Treasurer Appointment
Author: Tyson Beck, Finance Director
Date: August 12, 2025



Background

The City's Treasurer position became vacant in July. The position opening was widely advertised and there were 70 applicants for the position. Kevin McFadden has gone through the recruitment and interview process and has been selected as the best candidate to fill this vacancy.

Analysis

State code section 10-3-916(1)(a) states that:

..the mayor, with the advice and consent of the city council, shall appoint a qualified person to the office of city treasurer.....all appointed officers shall continue in office until their successors are appointed and qualified.

Kevin is well qualified and will represent the City well in the City Treasurer role.

Department Review

The candidate review process was completed by the Finance Director, Assistant Finance Director, and the Assistant City Manager.

This staff report was reviewed by the City Manager.

Significant Impacts

Fills this employment vacancy within the Finance Department.

Recommendation

Staff is excited about Kevin's potential at the City and recommends that the Mayor and City Council approve the appointment of Kevin McFadden to the City Treasurer position until such time as a successor is necessary.

Attachments

None

City Council Staff Report



Subject: Beer License – Sprouts Grocery Store
155 West 500 South, Suite 2
Author: Francisco Astorga, AICP, Business License Supervisor
Date: August 12, 2025

Background

SF Markets LLC, doing business as Sprouts Farmers Market #607 (Sprouts), has requested a Class “A” retail beer license for its new grocery store located at 155 West 500 South, Suite 2 (former Downeast store location) in the General Commercial (C-G) sub-zone. A Class “A” retail beer license, when combined with a valid license issued by the State of Utah, entitles the licensee to sell beer in original containers for off-premises consumption, in accordance with the Utah Alcoholic Beverage Control Act. Sprouts has also applied for a business license to operate the grocery store at this location.

Analysis

The applicant and proposed premises meet all qualifications required by Bountiful City Municipal Code §5-7-103. The application has been reviewed by the applicable City departments. No criminal history or other factors have been identified that would prevent approval of the beer license.

Department Review

This staff report was prepared by the Planning Director and reviewed by the City Attorney and the City Manager.

Significant Impacts

Approval of this beer license is not anticipated to have any significant impact on the community.

Recommendation

Staff recommends that the City Council approve the Class “A” retail beer license for SF Markets LLC, dba Sprouts Farmers Market #607, located at 155 West 500 South, Suite 2, with Nick Konat, Brandon Lombardi, and Derek Mirza as the responsible license holders, subject to the following conditions outlined in Municipal Code §5-7-108:

1. All licensed premises shall be subject to inspection by any police officer.
2. All employees handling and selling beer must be at least twenty-one (21) years of age.

Attachments

1. Drafted Local Consent, typical
2. Drafted Local Consent, provided by the applicant

DRAFT Local Consent
Bountiful City Class A Retail Beer License

August 13, 2025

Utah Department of Alcoholic Beverage Services
Licensing and Compliance Section
1625 South 900 West
Salt Lake City, Utah 84130-0408

To Whom It May Concern:

Bountiful City hereby grants its consent to the issuance of a Liquor License to:

Business Name: SF Markets LLC dba Sprouts Farmers Market #607

Applicant: Nick Konat, Brandon Lombardi, and Derek Mirza

Location Address: 155 West 500 South, #2, Bountiful, UT 84010

On August 12, 2025, the City Council of Bountiful City approved a Beer License as described in Bountiful City Code §5-7-109 (a) as found below:

A Class "A" retail beer license entitles the licensee to sell beer on the licensed premises only in original containers for consumption off the premises in accordance with the Alcoholic Beverage Control Act and Ordinances of the City.

Furthermore, the applicant has met all ordinances and requirements relating to issuance of local business license(s). See attached DABS suggested form.

Authorized Signature
Kendalyn Harris, Mayor



Local Authority Consent for an Off-premise Beer Retailer State License

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of an off-premise beer retailer state license for a person to purchase, store, sell, or offer for sale 5% or less ABV beer for consumption off the premises under the following authorities: Utah Code Title 32B, Chapter 7.

hereby grants its consent for the issuance of a license to:

Business Name (DBA): _____

Entity Name (or owner's name if sole proprietor): _____

Physical Location Street Address: _____

City: _____ **Zip Code:** _____

Authorized Licensing Authority Signature: _____

Printed Name: _____ **Title:** _____ **Date:** _____

This local consent document must be submitted to the DABS by the applicant as part of a complete application.

City Council Staff Report

Subject: Cooling Tower Replacement.

Author: Lieutenant Mike Sheldon

Department: Police Department

Date: August 12, 2025



Background

The existing cooling tower at the Bountiful Police Department has deteriorated to the point of imminent failure. A direct replacement with an EVAPCO cooling tower will address both current and future cooling needs of the facility. An EVAPCO cooling tower is a specialized piece of equipment designed to remove heat from buildings and is a critical component of the building's HVAC system.

Analysis

An evaluation of the current system indicates significant aging and a high risk of failure. In July 2025 the compressors failed in the cooling tower causing temperatures to rise above 80 degrees throughout the building. Maintenance was able to find a short-term temporary solution. Due to the urgency of the situation, the Chief of Police consulted with the City Manager, who authorized proceeding with the replacement. This action falls within the City Manager's authority as outlined in city code and was taken to prevent disruption of essential services.

Johnson Controls, the current service provider for this equipment, has extensive knowledge of our systems. Their familiarity ensures consistent maintenance, reduces the risk of installation errors, and shortens the project timeline. Based on these factors, Johnson Controls was selected to complete the replacement.

The cooling tower was already budgeted to be replaced this year. The cost of the project is \$101,680.

Department Review

This staff report has been reviewed by the Police Department and the City Manager.

Significant Impacts

Sufficient capital funding has been allocated for this project in the Fiscal Year 2025–2026 budget.

Recommendation

The Bountiful Police Department requests that the City Council ratify the decision to proceed with the replacement of the cooling tower by Johnson Controls in the amount of \$101,680.

Attachments

Proposal available upon request.

City Council Staff Report

Subject: Boiler Replacement.
Author: Lieutenant Mike Sheldon
Department: Police Department
Date: August 12, 2025



Background

The current HVAC boiler system at the Bountiful Police Department has aged significantly and is nearing the end of its service life. A direct replacement boiler is proposed to meet the needs of the Police building.

Analysis

An evaluation of the current system indicates significant aging and end of life is considered to be 25-30 years. To prevent future maintenance issues, costs and potential system failure, replacement of the unit is recommended. The current boiler is the original with the building.

This project was put out to bid and three proposals were received:

Johnson Controls – Total projected cost \$208,151.00.

TruTech Mechanical – Total projected cost \$192,161.00.

Salmon Mechanical – Total projected cost \$134,867.00.

Department Review

This staff report has been reviewed by the Police Department and the City Manager.

Significant Impacts

Sufficient capital funding has been allocated for this project in the Fiscal Year 2025–2026 budget.

Recommendation

After thorough evaluation of all submitted proposals, the Bountiful Police Department respectfully recommends and requests approval from the City Council to award the contract to Salmon Mechanical for completion of the project. The total proposed cost is \$134,867.

Attachments

Bids available upon request.

City Council Staff Report

Subject: Cemetery Utility Vehicle

Author: Brock Hill/Geno Flanary

Department: Cemetery

Date: 12 August 2025



Background

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

Performing 350 burials per year takes a toll on staff and equipment alike. Currently, the Cemetery uses a large frontend loader/backhoe, a 1-ton truck, a side-dump hauler, 1 heavy duty utility vehicle to haul/remove soil and turf as they excavate and prepare gravesites for burial, and 1 light weight utility vehicle to pull needed hand tools and equipment and transport personnel. As we start to realize the effects of the policy change regarding the number of burial plots required for an upright headstone, it is becoming increasingly difficult to maneuver the larger equipment in and around existing graves, headstones, and irrigation equipment without causing significant damage. Critical to Cemetery operations is the ability to transport needed equipment in tight spaces. Therefore, smaller and narrower types of equipment is needed which allows the maintenance staff to perform the critical services required at the Cemetery.

Analysis

Under the Utah Contract for Grounds Maintenance Equipment MA3984, Young Powersports quoted a total price for a new 2024 Polaris commercial diesel utility vehicle as \$22,048. The purchase of a utility vehicle is budgeted for in this year's Cemetery Capital Equipment budget and there are sufficient funds to cover the costs associated with this purchase. This utility vehicle replaces one older utility vehicle which will be taken out of service and be disposed of as per City policies and procedures.

Department Review

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

Significant Impacts

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

Recommendation

Staff recommends the Council approve the purchase of a new 2024 Polaris commercial diesel utility vehicle for the price of \$22,048 through Young Powersports under the State of Utah Contract for Grounds Maintenance Equipment #MA3984.

Attachments

None (quote provided upon request)

City Council Staff Report



Subject: Interlocal Agreement to provide Dispatch Services to North Salt Lake City
Author: Bradley Jeppsen
Department: Legal
Date: August 12, 2025

Background

Bountiful City has been providing dispatch services to North Salt Lake, Wood Cross and West Bountiful and now all parties seek to memorialize the agreement. Bountiful City agrees to provide dispatch services in exchange for an annual payment and the contribution of 911 fees paid to Bountiful City on behalf of North Salt Lake, Wood Cross and West Bountiful. The agreement was found to be beneficial to both parties. Bountiful also provides dispatch services for Centerville, Farmington, and South Davis Fire District.

Analysis

The agreement is for a term of five years, but either party can terminate the agreement with six (6) months' notice. North Salt Lake City, Wood Cross and West Bountiful agree to continue to forward all state 911 fees they receive, in addition to paying an annual fee to Bountiful City based on the projected number of calls. That fee can be increased annually by Bountiful City based on inflation and increases in salaries.

North Salt Lake: \$69,496.80

Wood Cross: \$54,054.28

West Bountiful: \$28,279.32

Department Review

The Bountiful City Police and Legal Departments have reviewed this agreement.

Significant Impacts

Staff believes that by combining multiple entities in South Davis County into a single dispatch center, we are better able to serve the citizens of Bountiful City as well as the other public safety entities in the area. Creating an agreement with these three municipalities is an essential part of the overall plan to provide fast, efficient dispatch services to those citizens of South Davis County.

Recommendation

Staff recommends that the City Council approve the renewal of the Interlocal Cooperation Agreement with North Salt Lake, Wood Cross and West Bountiful

Attachments

Interlocal Cooperation Agreement Between Bountiful City and North Salt Lake, Wood Cross
and West Bountiful for Dispatch Services.
Resolution 2025-06, 2025-07, 2025-08.



CITY OF BOUNTIFUL

MAYOR
Kendalyn Harris

CITY COUNCIL
Beth Child
Kate Bradshaw
Richard Higginson
Matt Murri
Cecilee Price-Huish

CITY MANAGER
Gary R. Hill

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2025-06

A RESOLUTION APPROVING THE RENEWAL OF THE INTERLOCAL AGREEMENT WITH WOODS CROSS CITY FOR DISPATCH SERVICES

WHEREAS, Bountiful and Woods Cross City are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, et seq., as amended; and

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

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

WHEREAS, Bountiful and Woods Cross City desire to enter an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

WHEREAS, Bountiful and Woods Cross City have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bountiful, Utah to agree to the terms and enter into the Interlocal Agreement with Woods Cross City and hereby authorizes the Mayor to execute the agreement on behalf of the City Council.

PASSED and ADOPTED this 12th day of August, 2025.

Kendalyn Harris, Mayor

ATTEST:

City Recorder

INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY AND WOODS CROSS FOR DISPATCH SERVICES

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this 1st day of September 2025 by and between the City of Bountiful, a Utah municipal corporation (“Bountiful”), and Woods Cross City, a Utah municipal corporation (“Woods Cross”).

RECITALS

WHEREAS, Bountiful and Woods Cross are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, et seq., as amended; and

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

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

WHEREAS, Bountiful and Woods Cross desire to enter into an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

WHEREAS, Bountiful and Woods Cross have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

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

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

- a. Dispatch services will be dispatched over the radio, through the use of the CAD system, two-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system, as applicable.

- b. Bountiful, through its Police Department and Center, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- c. Bountiful, through its Police Department and Center and its CAD system, will maintain a record of all telephone and radio calls involving Woods Cross and record all call times and radio transmissions of the appropriate police, fire, emergency medical, and public works services incidents and shall retain and manage such records in accordance with the Utah Government Records Access and Management Act, as set forth in Utah Code §§ 63G-2-101, et seq., as amended.
- d. Bountiful, through its Police Department, Center, and systems, shall maintain interoperability with Woods Cross's records management system active at the time of the execution of this Agreement. Woods Cross will reimburse Bountiful for reasonable costs associated with changes to Woods Cross's records management system during the term of this Agreement.
- e. Bountiful agrees to provide adequate staffing to the Center.
- f. Bountiful agrees to provide an adequate physical location for the Center.

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

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

Bountiful through the Bountiful Police Department and the Center. Upon receiving notice as described herein, Bountiful, through the Bountiful Police Department and the Center, will permit access to the dispatching equipment.

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

- a. Fifty-Four Thousand and Fifty Four Dollars and Twenty Eight Cents (\$54,054.28) per year for the utilization of the Center and services as described herein ("Annual Compensation"). The Annual Compensation shall be paid to Bountiful in equal quarterly payments (at the beginning of each quarter: July, October, January, April) within thirty (30) calendar days of receipt of a monthly invoice from Bountiful.
- b. In addition to the payment described above, Bountiful will be entitled to any and all 911 phone service fees that are paid to or on behalf of Woods Cross. Woods Cross agrees to forward any and all 911 phone service fees to Bountiful and, in the event of any dispute regarding said fees, to cooperate and assist Bountiful as necessary in seeking, obtaining, and receiving said fees.
- c. The Parties may agree to adjustments to the annual compensation for services under this Agreement subject to annual budget approval by the legislative bodies of the Parties. Such adjustments to the annual compensation for services shall not require any amendment to this Agreement and should be requested and pursued with sufficient time to be addressed as part of the annual budget process of the Parties.

4. Effective Date of Agreement. The effective date of this Agreement shall be the date first written above, September 1, 2025 (the "Effective Date").

5. Term of Agreement. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. At the end of the initial five (5) year term, this Agreement will automatically renew for an additional five (5) year term unless either Party notifies the other not less than ninety (90) days before the expiration of the initial term that it does not want the Agreement to auto-renew. The Parties may also extend the terms of this Agreement by mutual written Agreement of the Parties. Under no circumstances shall the Term of this Agreement extend more than fifty (50) years from September 1, 2025.

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

- a. Mutual written Agreement of the Parties;
- b. By either Party after any material breach of this Agreement; and
 - i. Thirty (30) calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and

the breaching Party fails to timely cure such material breach; provided, however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

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

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

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

Woods Cross City
Attn: City Administrator
1555 South 800 W,
Woods Cross, UT 84087

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

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

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

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

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

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

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

13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained-for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally. They may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

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

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

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

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

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

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

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

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

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

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

24. Construction. This Agreement is the result of negotiations between the Parties. Accordingly, this Agreement shall not be construed for or against any party, regardless of which

Party drafted this Agreement or any part hereof. The headings and captions of the various paragraphs of this Agreement are for convenience of reference only. They shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement. Unless the context requires otherwise, singular nouns and pronouns used in this Agreement shall be deemed to include the plural and pronouns of one gender or the neuter shall be deemed to include the equivalent pronouns of the other gender or the neuter.

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

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

Woods Cross City

Ryan Westergard
Woods Cross City Mayor
Dated: _____

ATTEST:

Annette Hanson
Woods Cross City Recorder

Approved as to form and legality:

Todd J. Godfrey
Woods Cross City Attorney

Bountiful City

Kendalyn Harris
Bountiful City Mayor
Dated: _____

ATTEST:

Sophia Ward
Bountiful City Recorder

Approved as to form and legality:

Brad Jeppsen
Bountiful City Attorney



CITY OF BOUNTIFUL

MAYOR
Kendalyn Harris

CITY COUNCIL
Beth Child
Kate Bradshaw
Richard Higginson
Matt Murri
Cecilee Price-Huish

CITY MANAGER
Gary R. Hill

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2025-07

A RESOLUTION APPROVING THE RENEWAL OF THE INTERLOCAL AGREEMENT WITH WEST BOUNTIFUL CITY FOR DISPATCH SERVICES

WHEREAS, Bountiful and West Bountiful City are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, et seq., as amended; and

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

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

WHEREAS, Bountiful and West Bountiful City desire to enter an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

WHEREAS, Bountiful and West Bountiful City have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bountiful, Utah to agree to the terms and enter into the Interlocal Agreement with West Bountiful City and hereby authorizes the Mayor to execute the agreement on behalf of the City Council.

PASSED and ADOPTED this 12th day of August, 2025.

Kendalyn Harris, Mayor

ATTEST:

City Recorder

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN BOUNTIFUL CITY AND WEST BOUNTIFUL
FOR DISPATCH SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this 1st day of September 2025 by and between the City of Bountiful, a Utah municipal corporation (“Bountiful”), and West Bountiful City, a Utah municipal corporation (“West Bountiful”).

RECITALS

WHEREAS, Bountiful and West Bountiful are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, *et seq.*, as amended; and

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

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

WHEREAS, Bountiful and West Bountiful desire to enter into an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

WHEREAS, Bountiful and West Bountiful have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

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

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

- a. Dispatch services will be dispatched over the radio, through the use of the CAD system, two-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system, as applicable.

- b. Bountiful, through its Police Department and Center, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- c. Bountiful, through its Police Department and Center and its CAD system, will maintain a record of all telephone and radio calls involving West Bountiful and record all call times and radio transmissions of the appropriate police, fire, and emergency medical services incidents and shall retain and manage such records in accordance with the Utah Government Records Access and Management Act, as set forth in Utah Code §§ 63G-2-101, *et seq.*, as amended.
- d. Bountiful, through its Police Department, Center, and systems, shall maintain interoperability with West Bountiful's records management system. West Bountiful will reimburse Bountiful for reasonable costs associated with changes to West Bountiful's records management system during the term of this Agreement.
- e. Bountiful agrees to provide adequate staffing to the Center.
- f. Bountiful agrees to provide an adequate physical location for the Center.

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

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

Bountiful through the Bountiful Police Department and the Center. Upon receiving notice as described herein, Bountiful, through the Bountiful Police Department and the Center, will permit access to the dispatching equipment.

3. Compensation. For each annual fiscal year (July 1 through June 30), West Bountiful shall pay Bountiful for the services described in this Agreement as follows:
 - a. Twenty-Eight Thousand Two Hundred and Seventy Nine Dollars and Thirty Two Cents (\$28,279.32) per year for the utilization of the Center and services as described herein (“Annual Compensation”). The Annual Compensation shall be paid to Bountiful in equal quarterly payments (at the beginning of each quarter: July, October, January, April) within thirty (30) calendar days of receipt of a quarterly invoice from Bountiful.
 - b. In addition to the payment described above, Bountiful will be entitled to any and all 911 phone service fees that are paid to or on behalf of West Bountiful. West Bountiful agrees to forward any and all 911 phone service fees to Bountiful and, in the event of any dispute regarding said fees, to cooperate and assist Bountiful as reasonably necessary in seeking, obtaining, and receiving said fees.
 - c. The Parties may agree to adjustments to the annual compensation for services under this Agreement subject to annual budget approval by the legislative bodies of the Parties. Such adjustments to the annual compensation for services shall not require any amendment to this Agreement and should be requested and pursued with sufficient time to be addressed as part of the annual budget process of the Parties.
4. Effective Date of Agreement. The effective date of this Agreement shall be the date first written above, September 1, 2025 (the “Effective Date”).
5. Term of Agreement. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. At the end of the initial five (5) year term, this Agreement will automatically renew for an additional five (5) year term unless either Party notifies the other not less than ninety (90) days before the expiration of the initial term that it does not want the Agreement to auto-renew. The Parties may also extend the terms of this Agreement by mutual written Agreement of the Parties. Under no circumstances shall the Term of this Agreement extend more than fifty (50) years from September 1, 2025.
6. Termination of Agreement. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated prior to the completion of any term by any of the following:
 - a. Mutual written Agreement of the Parties;
 - b. By either Party after any material breach of this Agreement; and

- i. Thirty (30) calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided, however, the cure period shall be extended as may be required beyond the thirty (30) calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - ii. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement;
- c. By either Party, with or without cause, six (6) months after the terminating Party sends a written notice to terminate this Agreement to the non-terminating Party pursuant to the notice provisions of this Agreement or
 - d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

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

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

West Bountiful City
Attn: City Manager
550 North 800 W,
West Bountiful, UT 84087

Notice will be deemed received upon delivery or, in the case of mailing, three days after deposit in the United States mail or upon receipt, whichever comes first.

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

- a. West Bountiful, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and any person or persons under the supervision, direction, or control of the City (collectively, the "West Bountiful Representatives"), agrees and promises to indemnify and hold harmless Bountiful, as well as Bountiful's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Bountiful Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of West Bountiful or the West Bountiful Representatives, whether or not the Claims are known or unknown, or are in

law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that West Bountiful may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of West Bountiful or the West Bountiful Representatives.

- b. Bountiful, for itself, and on behalf of the Bountiful Representatives, agrees and promises to indemnify and hold harmless West Bountiful, as well as the West Bountiful Representatives, from and against the Claims that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of Bountiful or the Bountiful Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that Bountiful may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of Bountiful or the Bountiful Representatives.

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

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

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

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

13. Waivers or Modification. No waiver or modification of any of the provisions of this Agreement or any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar, and no such waiver or modification shall constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally. They may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

14. Binding Effect, Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives, and to all persons or entities claiming by, through, or under them. This Agreement, including all attachments, if any, constitutes and represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties regarding such subject matter that are not set forth herein. This Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provision hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

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

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

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

18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall,

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

19. Remedies for Breach of This Agreement. In the event of a material breach of this Agreement by either Party, the non-breaching Party may pursue all remedies provided herein or available at law or in equity, including specific performance.. It is expressly understood and agreed that the terms and provisions of this Section shall survive the termination of this Agreement. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law unless specifically set forth herein.

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

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

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

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

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

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

West Bountiful City

Ken Romney
West Bountiful City Mayor
Dated: _____

ATTEST:

Remington Whiting
West Bountiful City Recorder

Approved as to form and legality:

Stephen B. Doxey
West Bountiful City Attorney

Bountiful City

Kendalyn Harris
Bountiful City Mayor
Dated: _____

ATTEST:

Sophia Ward
Bountiful City Recorder

Approved as to form and legality:

Brad Jeppsen
Bountiful City Attorney



CITY OF BOUNTIFUL

MAYOR
Kendalyn Harris

CITY COUNCIL
Beth Child
Kate Bradshaw
Richard Higginson
Matt Murri
Cecilee Price-Huish

CITY MANAGER
Gary R. Hill

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2025-08

A RESOLUTION APPROVING THE RENEWAL OF THE INTERLOCAL AGREEMENT WITH NORTH SALT LAKE CITY FOR DISPATCH SERVICES

WHEREAS, Bountiful and North Salt Lake City are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, et seq., as amended; and

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

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

WHEREAS, Bountiful and North Salt Lake City desire to enter an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

WHEREAS, Bountiful and North Salt Lake City have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bountiful, Utah to agree to the terms and enter into the Interlocal Agreement with North Salt Lake City and hereby authorizes the Mayor to execute the agreement on behalf of the City Council.

PASSED and ADOPTED this 12th day of August, 2025.

Kendalyn Harris, Mayor

ATTEST:

City Recorder

INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY AND NORTH SALT LAKE CITY FOR DISPATCH SERVICES

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this 1st day of September 2025 by and between the City of Bountiful, a Utah municipal corporation (“Bountiful”), and North Salt Lake City, a Utah municipal corporation (“North Salt Lake”).

RECITALS

WHEREAS, Bountiful and North Salt Lake are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, et seq., as amended; and

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

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

WHEREAS, Bountiful and North Salt Lake desire to enter into an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

WHEREAS, Bountiful and North Salt Lake have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

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

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

- a. Dispatch services will be dispatched over the radio, through the use of the CAD system, two-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system, as applicable.

- b. Bountiful, through its Police Department and Center, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- c. Bountiful, through its Police Department and Center and its CAD system, will maintain a record of all telephone and radio calls involving North Salt Lake and record all call times and radio transmissions of the appropriate police, fire, and emergency medical services incidents and shall retain and manage such records in accordance with the Utah Government Records Access and Management Act, as set forth in Utah Code §§ 63G-2-101, et seq., as amended.
- d. Bountiful, through its Police Department, Center, and systems, shall maintain interoperability with North Salt Lake's records management system active at the time of the execution of this Agreement. North Salt Lake will reimburse Bountiful for reasonable costs associated with changes to North Salt Lake's records management system during the term of this Agreement.
- e. Bountiful agrees to provide adequate staffing to the Center.
- f. Bountiful agrees to provide an adequate physical location for the Center.

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

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

vide emergency, as much notice as reasonably possible shall be provided to Bountiful through the Bountiful Police Department and the Center. Upon receiving notice as described herein, Bountiful, through the Bountiful Police Department and the Center, will permit access to the dispatching equipment.

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

- a. Sixty-Nine Thousand Four Hundred and Ninety Six Dollars and Eighty Cents (\$69,496.80) per year for the utilization of the Center and services as described herein (“Annual Compensation”). The Annual Compensation shall be paid to Bountiful in equal quarterly payments (at the beginning of each quarter: July, October, January, April) within thirty (30) calendar days of receipt of a monthly invoice from Bountiful.
- b. In addition to the payment described above, Bountiful will be entitled to any and all 911 phone service fees that are paid to or on behalf of North Salt Lake. North Salt Lake agrees to forward any and all 911 phone service fees to Bountiful and, in the event of any dispute regarding said fees, to cooperate and assist Bountiful as necessary in seeking, obtaining, and receiving said fees.
- c. The Parties may agree to adjustments to the annual compensation for services under this Agreement subject to annual budget approval by the legislative bodies of the Parties. Such adjustments to the annual compensation for services shall not require any amendment to this Agreement and should be requested and pursued with sufficient time to be addressed as part of the annual budget process of the Parties.

4. Effective Date of Agreement. The effective date of this Agreement shall be the date first written above, September 1, 2025 (the “Effective Date”).

5. Term of Agreement. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. At the end of the initial five (5) year term, this Agreement will automatically renew for an additional five (5) year term unless either Party notifies the other not less than ninety (90) days before the expiration of the initial term that it does not want the Agreement to auto-renew. The Parties may also extend the terms of this Agreement by mutual written Agreement of the Parties. Under no circumstances shall the Term of this Agreement extend more than fifty (50) years from September 1, 2025.

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

- a. Mutual written Agreement of the Parties;
- b. By either Party after any material breach of this Agreement; and

- i. Thirty (30) calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided, however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - ii. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement;
- c. By either Party, with or without cause, six (6) months after the terminating Party mails a written notice to terminate this Agreement to the non-terminating Party pursuant to the notice provisions of this Agreement or
 - d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

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

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

North Salt Lake City
Attn: City Manager
10 East Center St,
North Salt Lake, UT 84054

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

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

connection with, or relating in any way to the acts or omissions, negligent or otherwise, of North Salt Lake or North Salt Lake Representatives.

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

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

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

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

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

including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits.

13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained-for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally. They may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

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

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

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

17. Choice of Law, Jurisdiction, Venue. All matters, disputes, and claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation, or validity (including non-contractual matters, disputes, and claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties agree that the courts located in Davis County, State of Utah (or Salt Lake

City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

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

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

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

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

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

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

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

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

26.

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

North Salt Lake City

Brian Horrocks
North Salt Lake City Mayor
Dated: _____

ATTEST:

Wendy Page
North Salt Lake City Recorder

Approved as to form and legality:

North Salt Lake City Attorney

Bountiful City

Kendalyn Harris
Bountiful City Mayor

Dated: _____

ATTEST:

Sophia Ward
Bountiful City Recorder

Approved as to form and legality:

Brad Jeppsen
Bountiful City Attorney

City Council Staff Report

Subject: UDOT Agreements for I-15 Reconstruction
Author: Lloyd Cheney, City Engineer
Department: Engineering
Date: August 12, 2025



Background

For the past 5 years UDOT has coordinated many aspects of the proposed I-15 reconstruction project that will extend from 600 North in Salt Lake to Farmington with staff from the Engineering and Planning Departments. As the project approaches the bidding and selection process, UDOT is requesting each City affected by the project to approve several agreements related to the maintenance and operation of utilities in UDOT rights-of-way and for the relocation or adjustment of City-owned infrastructure that is affected by freeway construction.

Analysis

Statewide Utility License Agreement (SULA)

The Statewide Utility License Agreement outlines the requirements for construction, operation and maintenance of city owned utilities or other infrastructure located in UDOT's right-of-way. It specifically outlines provisions for permitting, inspection, traffic control and other construction requirements. City owned infrastructure covered by this Agreement would include water, storm drain, fiber and power systems or facilities.

Master Agreement for I-15 Reconstruction

The Master Agreement for the I-15 project is proposed in two parts: one for non-electrical facilities and a separate Agreement for electrical infrastructure. Because of the sizable impact of the project on the City's power system, a Master Agreement for electrical infrastructure will be presented to the City Council by the Power Dept. at a later date.

For all other City-owned infrastructure, this agreement defines the roles and responsibilities of the UDOT project team and the relationship to the City. Staff believes that impacts to City-owned infrastructure will be minimal, since scope of the project is within the general freeway corridor and other adjacent UDOT rights-of-way. Anticipated impacts may affect portions of the culinary water system, storm drain system and fiber network that is located in the project limits. The Agreement also includes provisions for design review, construction inspection and acceptance, requests for betterments and record keeping.

Department Review

This report has been reviewed by the City Attorney and the City Manager.

Significant Impacts

No impacts to Department budgets are anticipated at this time.

Recommendation

- Staff recommends the City Council accept the terms of the Statewide Utility License Agreement and the Bountiful City Master Agreement as proposed by UDOT, and authorize the Mayor to sign the documents on behalf of the City.

Attachments

Statewide Utility License Agreement

Bountiful City Master Agreement

UDOT Contract # _____

UDOT Comptroller # _____

Contract Setup Initials _____

STATEWIDE UTILITY LICENSE AGREEMENT

NON-INTERSTATE

This **AGREEMENT** is made by and between the **Utah Department of Transportation** ("UDOT") and **Bountiful City Corporation** ("Local Government"), a political subdivision of the State of (State), each as party ("Party") and together as parties ("Parties").

RECITALS

WHEREAS, the Parties desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities ("Facilities") within state highway rights-of-way; and excluding longitudinal installations within the interstate highway rights-of-way; and

WHEREAS, the terms of this agreement shall apply to all issued encroachment permits; and

WHEREAS, this agreement shall apply to approved location and encroachment permits on state highway rights-of-way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the Parties desire that this agreement supersedes all previous utility license agreements executed between the Parties.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

- 1. LICENSE:** UDOT grants a non-exclusive license to the Local Government for Facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.
- 2. UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not an encroachment permit or a guarantee of an encroachment permit. However, UDOT agrees to promptly review any application for an encroachment permit that the Local Government files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7.
- 3. APPROVAL:** Unless otherwise stated herein, or in any particular encroachment permit or agreement, all permits

executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Encroachment permit applications shall be presented to the appropriate UDOT Region/District Permits Office. UDOT may apply special limitations for any work within the right-of-way. The issuance and approval of an encroachment permit enables the Local Government to proceed with the utility construction and permitted use in accordance with the terms of the encroachment permit.

4. **RESERVATION AND SPECIAL PROVISIONS:** UDOT has the right to require an agreement or specific encroachment permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by UDOT may be incorporated into any encroachment permit issued after this agreement is executed.
5. **INSPECTION:** UDOT may perform routine inspection of utility construction to monitor compliance with this agreement, encroachment permit, and with state and federal laws and regulations. UDOT's inspection does not relieve the Local Government of its responsibilities in meeting the encroachment permit conditions and UDOT's specifications. The Local Government is responsible for UDOT's inspection costs.
6. **COSTS:** The Local Government shall pay the entire cost of the Facilities installation.
7. **BEGINNING CONSTRUCTION:** The Local Government shall not begin any utility construction on UDOT right-of-way until UDOT issues the encroachment permit. The Local Government shall complete the utility construction in accordance with UDOT requirements and within the allowable time period.
8. **TRAFFIC CONTROL:** The Local Government shall conduct its utility construction and maintenance operations in compliance with UDOT's current Utah MUTCD or UDOT TC Series Drawings, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The Local Government shall submit in advance traffic control plans showing detours and signing operations to allow UDOT reasonable time to review the plans. The Local Government shall not perform full or partial lane closure without prior approval of the UDOT Region/District Director or authorized representative. The Local Government shall conform to UDOT approved traffic control plans and encroachment permit conditions.
9. **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The Local Government shall perform all utility construction on UDOT right-of-way in compliance with R930-7, UDOT's then current Standard Specifications for Highway and Bridge Construction, UDOT's Permit Excavation Handbook, and all applicable state and federal laws and regulations.

- 10. EMERGENCY WORK:** Emergency work may be done without prior encroachment permit if imminent danger of loss of life or significant damage to property exists. In emergency work situations where traffic lanes will be partially or fully blocked, the Local Government or its representative will contact the UDOT Traffic Operations Center at (801) 887-3710 prior to establishing traffic control. In all emergency work situations, the Local Government or its representative shall immediately contact UDOT on the first business day after the emergency and complete a formal encroachment permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the Local Government, emergency work may be performed by a bonded contractor, public agency, or by Local Government. In all cases the Local Government shall comply with the state law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior encroachment permit.
- 11. RESTORATION OF TRAFFIC SIGNAL EQUIPMENT OR TRANSPORTATION FACILITIES:** Any traffic signal equipment or transportation facilities, which are disturbed or relocated as a result of the Local Government's work, must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment or transportation facilities must be done at the Local Government's expense by a qualified electrical contractor experienced in signal installation or a qualified contractor experienced in restoring other transportation facilities, retained by Local Government and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal or transportation facilities operation is kept to a minimum.
- 12. ENCROACHMENT PERMIT:** Access to UDOT right-of-way for installation of Facilities shall be allowed only pursuant to an encroachment permit issued by UDOT to the Local Government. The Local Government will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R930-6.
- 13. MAINTENANCE:** The Local Government shall at all times maintain, repair, construct and operate its Facilities at its expense. The Facilities will be serviced without access from any interstate highway or ramp. If the Local Government fails to maintain its Facilities, UDOT may notify the Local Government of any required maintenance needs. If the Local Government fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the Local Government of its obligations, to reconstruct or make repairs to the Facilities to protect the right-of-way, as it may consider necessary, and the Local Government shall reimburse UDOT for its cost.
- 14. LIABILITY:** The Local Government is not required to post a continuous bond as long as the Local Government is a current member of the Utah Local Governments Trust. If the Local Government is not a current member, the Local Government shall maintain continuous commercial general liability (CGL) insurance with UDOT as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000

completed operations aggregate. The liability of the Local Government shall not be limited to the amount of the insurance policy. The policy shall protect the Local Government and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Local Government's operations in the right-of-way. The Local Government shall notify UDOT immediately in writing at the address listed below if this insurance is planned to be terminated or is terminated.

Or the Local Government shall be self-insured to the limits stated in the Governmental Immunity Act, Utah Code Section 63G-7-604(1). Evidence of self-insurance must be provided by a letter from the Local Government's Attorney or Risk Department. The Local Government shall require CGL insurance with the same limits as described above of all its contractors and subcontractors naming the City and UDOT as additional insureds. Such insurance shall protect the Local Government and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from work or operations performed in the right-of-way by itself, contractors, subcontractors or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations. This insurance coverage shall be maintained for a continuous period until the Local Government's Facilities are removed from UDOT's right-of-way.

Statewide Utilities Manager
Utah Department of Transportation
4501 South 2700 West
Salt Lake City, Utah 84129

Per Utah Administrative Code R930-7-6(d), the Local Government may be exempt from the bond requirement and certifies that it:

- ☐ Is a member of the Utah Local Governments Trust for purposes of commercial general liability insurance; or
- ☐ Is self-insured with a minimum of \$1,000,000 per occurrence; or
- ☐ Carries liability insurance with a minimum of \$1,000,000 per occurrence.

UDOT may require a bond from the Local Government for encroachment permits issued under this agreement (Utah Administrative Code R930-7-6(6)(b)). The amount of the bond will be set according to the permitted scope of work but not less than \$10,000. UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or representatives to restore the sections of roadway not completed or damaged by the Local Government to UDOT standards. The liability of the Local Government shall not be limited to the amount of the bond.

The Local Government agrees to hold harmless, defend, and indemnify UDOT, its officers, employees and agents ("Indemnities") from and against all claims, suits and costs, including attorney's fees, for injury or damage of any kind, arising out of the Local Government's negligent acts, errors or omissions in the performance of this

agreement, and from and against all claims, suits and costs, including attorney's fees, for injury or damage of any kind arising out of Indemnities' failure to inspect, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from the Local Government's negligent acts, errors or omission in the performance of this agreement. UDOT and the Local Government are governmental entities under the Governmental Immunity Act, Utah Code § 63G-7-101. Notwithstanding any provision to the contrary in this Agreement, the obligations in this Agreement are subject to and limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act. This paragraph shall survive termination of the Agreement. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such party can enforce such rights at any time.

- 15. CANCELLATION OF ENCROACHMENT PERMITS AND LICENSE AGREEMENT:** UDOT may cancel the encroachment permit or this agreement for the following: a) any failure on the part of the Local Government to comply with the terms and conditions set forth in the license agreement or the encroachment permit; and b) the failure of the Local Government to pay any sum of money for costs incurred by UDOT in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the Facilities. UDOT also may remove the Facilities and restore the highway and right-of-way at the sole expense of the Local Government. Prior to any cancellation, UDOT shall notify the Local Government in writing, setting forth the violations, and will provide the Local Government a reasonable time to correct the violations to the satisfaction of UDOT. This agreement does not limit UDOT's authority under Utah Administrative Code R930-7.
- 16. ASSIGNMENT:** Permits shall not be assigned without the prior written consent of UDOT. All assignees shall be required to execute a license agreement.
- 17. SUCCESSORS AND ASSIGNS:** All obligations and agreements herein contained shall be binding upon the parties, their successors and assigns.
- 18. FACILITIES CLEARANCE REQUIREMENT:** Facilities must be installed both above ground and buried to the proper vertical and horizontal clearances and minimum depth of bury according to the encroachment permit and Utah Administrative Code R930-7 to avoid conflict with UDOT's normal and routine maintenance activities. The Local Government shall avoid such conflicts by placing its Facilities in compliance with the required horizontal and vertical clearances and minimum depth of bury. If a variance in horizontal or vertical clearances or minimum depth of bury occurs in the field during utility construction, the Local Government will seek a deviation approval from UDOT and amend the original encroachment permit to reflect the variance and deviation approval. UDOT's normal and

routine maintenance operations are those not requiring excavations in excess of the minimum horizontal and vertical clearances and depth of bury.

In all cases the Local Government shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the Facilities to meet the required horizontal and vertical clearances and minimum depth of bury. Any noncompliance to the above requirements may result in cancellation of the Local Government's encroachment permit or this agreement. If the noncompliant Facilities need to be moved due to a UDOT project and there was no deviation granted by UDOT for the variance in horizontal or vertical clearances or minimum depth of bury less than minimum standards, the Local Government must pay 100% of the relocation costs for that portion of the Facilities that were installed in violation of UDOT's required clearances at the time the encroachment permit was issued. If the Local Government was granted a deviation, the Local Government must provide the permit describing the deviation.

- 19. TERM:** The initial term of this Agreement shall be five (5) years from the Effective Date. This Agreement will automatically renew for additional terms of five years unless a Party terminates the Agreement pursuant to paragraph 20. Approximately six months prior to the renewal date, UDOT will send a notice of renewal to the Local Government. No later than 30 days prior to each five-year renewal date, the Local Government must provide UDOT with confirmation of the utility's bond, insurance, and business entity status.
- 20. TERMINATION OF LICENSE AGREEMENT:** This Agreement may be terminated as follows:
- A. By mutual agreement of the Parties, in writing.
 - B. By either Party, upon 30 days advance written notice to the other Party.
 - C. By UDOT for the Local Government's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination, delivered per paragraph 21. The Agreement will not terminate if the Local Government commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such period, then UDOT may send a notice of termination, and this Agreement will terminate immediately upon delivery of such notice. Active encroachment permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits, and R930-7. The obligation to maintain the continuous bond as described in paragraph 14 continues until the Local Government's Facilities are removed from UDOT's right-of-way. The indemnification obligations in this Agreement shall survive termination of this Agreement.

21. GENERAL TERMS: The following terms apply to this Agreement:

A. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>Utah Department of Transportation Statewide Utilities Division 4501 South 2700 West, 4th Floor Salt Lake City, UT 84129 Attention: Statewide Utilities Manager</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 148455 Salt Lake City, UT 84114</p>	<p>From Local Government:</p> <p>Bountiful City Corporation 795 South Main St Bountiful, UT 84010 Federal ID No. 87-6000212</p>
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B. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

C. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

D. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Approved by Bountiful City Corporation

By:

Signature

Date

Name: (printed)

Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By:

Statewide Utilities Manager

Date

UDOT CONTRACT ADMINISTRATION

By:

Contract Administrator

Date

BOUNTIFUL CITY MASTER AGREEMENT UT-05

THIS MASTER AGREEMENT is made by and between the **Utah Department of Transportation**, ("UDOT"), and **Bountiful City** a political subdivision of the State of Utah, ("City"). Each as party, ("Party"), and together as parties, ("Parties").

RECITALS

WHEREAS, UDOT is preparing to request proposals for and award a design-build contract for the highway project identified as Project Number S-R199(343), I-15 Reconstruction; Farmington to Salt Lake City in Davis and Salt Lake Counties, Utah, ("Project"); and

WHEREAS, the design-build contractor will complete the design and administer construction of the Project ("Design-Builder"); and

WHEREAS, UDOT has identified non-electrical City facilities ("Facility or Facilities") within the limits of the Project which may necessitate the relocation, protection, or adjustment of the Facilities, ("Third-Party Work"); and

WHEREAS, the City desires for UDOT to design and perform the Third-Party Work on the Facilities necessitated by the Project; and

WHEREAS, the City will perform the necessary design review and inspection to accommodate the Project; and

WHEREAS, for the purpose of expediting any required Third-Party Work and reimbursement, the Parties are entering into this Master Agreement with the understanding that future Supplemental Agreements to this Agreement will be entered into covering the specific Third-Party Work to be accomplished by UDOT for each specific impact location.

THIS AGREEMENT is made to set out the terms and conditions for the Third-Party Work that shall be performed.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, the Parties agree as follows:

1. PROJECT RESPONSIBLE FOR COST

UDOT is responsible for 100% of the cost of the Third-Party Work if consistent with Utah Code § 72-6-116(3)(a) and Utah Administrative Code R930-8.

The City is responsible for 100% of the cost of the Third-Party Work of telecommunication Facilities located longitudinally within the interstate system. Utah Code § 72-7-108 and Utah Administrative Code R907-64.

2. CONTACT INFORMATION

UDOT's Project Representative is John Bangle, Utility and Railroad Leader, telephone number (801) 867-6764, and e-mail jbangle@utah.gov, or their designated representative, as assigned.

UDOT's Resident Engineer is Trent Beck, telephone number (435) 327-1185, and e-mail tbeck@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative is Brad Williams, telephone number (801) 232-6314, and e-mail brad.williams@hdrinc.com, or their designated representative, as assigned.

City's contact person is Lloyd Cheney, telephone number (801) 298-6125, and e-mail lloyd@bountiful.gov.

After awarding the Project, UDOT will provide the City with the Design-Builder contact information, ("Design-Builder Project Representative").

3. AUTHORIZATION FOR DESIGN WORK

In order to facilitate coordination and obtain technical information about the Facilities and City requirements for inclusion in this Agreement and the Project Request for Proposals, UDOT gave the City authorization for preliminary design engineering on July 1, 2025

4. SUBSURFACE UTILITY ENGINEERING

UDOT has performed Subsurface Utility Engineering (SUE) within the limits of the Project. Additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project will be reviewed with the City.

5. PROJECT COORDINATION

During the development of the Project design, the City and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Facilities can be avoided.

If Third-Party Work is required by the Project, UDOT will be responsible to identify the conflicts and to design and construct the Third-Party Work. The City will perform the necessary design reviews prior to the start of Third-Party Work. UDOT's Resident Engineer will be responsible for coordinating with other third-parties as it relates to Facilities.

6. CITY REQUIREMENTS

UDOT will comply with the following City requirements:

- a. For UDOT-performed Third-Party Work:
 - i. 2 weeks to provide comments on over the shoulder design/concept reviews
 - ii. 2 weeks to provide comments on 60%, 90%, and 100% design milestone reviews
 - 1. 1 week to review updated design plans and close comments
 - 2. 2 weeks for final design approval
- b. For Supplemental Agreements:
 - i. 4-weeks for agreement review and to provide comments
 - ii. 4-weeks for agreement approval and signature
 - 1. City Council meetings are typically held on the second and fourth Tuesdays of each month
 - 2. Approved items for inclusion on the City Council agenda must be provided to the City 10 calendar days prior to the meeting
- c. Shutdown schedules must be coordinated, in advance, with the City and approved, in writing
- d. UDOT will comply with City noise ordinance requirements or obtain a waiver for work during restricted hours
- e. UDOT will supply as-constructed plans, in PDF format, upon completion of any required Third-Party Work

7. UDOT TO DESIGN AND CONSTRUCT THIRD-PARTY WORK

UDOT will schedule and meet with the City to review the design and scheduling of the Third-Party Work to ensure maximum lead time for advance order of materials and workforce scheduling.

a. UDOT will design the Third-Party Work in accordance with City's standards regularly followed by the City in its own work and not considered a betterment. In the event of a conflict between UDOT and City standards, the higher standard will be applied. The City standards in effect at the time of the signing of this Agreement shall be the standards required for this Project. The City's applicable standards are:

- i. 2025 APWA standard plans and specifications
- ii. AASHTO Policy on Geometric Design of Highways and Street "Green Book"
- iii. FRA requirements for railroad crossings
- iv. MUTCD for signage
- v. City standards can be found at: www.bountifulutah.gov/engineering
- vi. Cast iron detectable warning surface panels for curb ramps

b. UDOT will secure permits required for Third-Party Work.

UDOT will notify the City at least **2 business days** in advance of beginning any Third-Party Work covered by any Supplemental Agreements, to allow the City time to schedule an inspector to be present during the Third-Party Work. Subsequent notification of when and where Third-Party Work will be performed will be given on a day-to-day basis.

8. RIGHT-OF-WAY

The City shall submit to UDOT all conveyances, vesting documents, or other evidence of title to real property related to the potential relocation of Facilities as early as possible.

Any easements or replacement right-of-way required in conjunction with the Third-Party Work will be acquired by UDOT in accordance with the requirements of Utah Administrative Code R930-8.

9. BETTERMENT WORK

If the City desires to include betterment work in the Project at any specific location, UDOT may agree to the betterment work provided the difference in costs between the functionally equivalent required Third-Party Work and the City's desired betterment work shall be at the sole cost of the City, and the betterment work can reasonably be accommodated without delaying the Project. UDOT has the sole discretion to determine whether the

betterment work will be included in the Project. Betterment work, including details and costs for accommodating the betterment work, will be addressed by a separate local government betterment agreement between UDOT and the City.

Once a Design-Builder has been selected by UDOT, any betterment work not previously requested will be negotiated directly with the Design-Builder and UDOT.

10. SUPPLEMENTAL AGREEMENTS

UDOT and the City shall enter into Supplemental Agreements to cover Third-Party Work at specific Project locations. UDOT will provide design plans and Third-Party Work schedules for review and approval by the City prior to start of the Third-Party Work. A copy of the format of the proposed Supplemental Agreement is marked Exhibit "A" that is incorporated by reference.

The City will review and provide comments within 4 weeks of receiving the agreement. Third-Party will process for signature, approved final Supplemental Agreement **within 4 weeks**.

In the event there are changes in the scope of the Third-Party Work, extra Third-Party Work, or changes in the planned Third-Party Work covered by a Supplemental Agreement, a modification to the Supplemental Agreement approved in writing by the Parties is required prior to the start of Third-Party Work on the changes or additions.

11. CITY TO NOTIFY UDOT

The City's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site for verification of inspecting Third-Party Work. The City's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

12. INSPECTION

The City shall provide on-call engineering support by the City engineer or appropriate representative for design review, schedule coordination, or to correct or clarify issues during Third-Party Work, and to perform the necessary inspection on the Facilities installed by UDOT.

- a. The City engineer and/or inspector shall work with and through UDOT's Project and Field Representative and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so. UDOT will accomplish the Third-Party Work on Facilities in accordance with the plans and specifications provided and/or approved by the City, including changes or additions to the plans and specifications, which are approved by the Parties hereto.
- b. The City shall immediately notify UDOT's Project and Field Representative of any deficiencies in the Third-Party Work on the Facilities. The City shall follow up with

written detail to UDOT's Project and Field Representative of its findings within 24-hours of making its initial notification.

- c. UDOT will respond to City concerns within 24-hours of written notification.
- d. The City, through its inspection of the Third-Party Work, will provide UDOT's Project and Field Representative with information covering any problems or concerns the City may have with acceptance of the facilities upon completion of the Third-Party Work.
- e. Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Third-Party Work does not relieve the City of its duty in the performance of the Third-Party Work or to ensure compliance with acceptable standards.

13. DAILY RECORDKEEPING

UDOT and the City will each keep daily records of onsite activities. The City's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Field Representative or their authorized representatives and by the City or its authorized representatives. Copies of the daily records shall be retained by the Parties to this Agreement.

14. REIMBURSEMENT

UDOT will not reimburse the City for costs incurred by City personnel for design review, observation, inspection, and operation of valves performed as part of their regularly assigned duties. Should it become necessary for the City to procure outside professional services to perform design review, observation, or inspection to accommodate the Third-Party Work and Project schedule, the City shall notify UDOT. Upon concurrence by UDOT, a Supplemental Agreement for the cost of the services will be executed at which time the City may procure outside services through appropriate procurement. The City shall determine any need for outside professional services prior to providing estimates and include these costs in the estimates. UDOT will not reimburse for any testing, as UDOT will perform the required testing.

15. SUBMITTAL OF ITEMIZED BILLS

The City shall submit itemized bills covering the actual costs incurred for outside services to perform design review, oversight, and inspection work covered by Supplemental Agreements to:

UDOT Contracts and Compliance Specialist
constructionpayments@utah.gov
or hard copy mailed to
4501 South 2700 West

Construction Office, Box 148220
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project number, Supplemental Agreement number, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement and be submitted to UDOT within **6 months** following completion of outside services by the City on the Project. Otherwise, previous payments to the City may be considered final, except as agreed to between the Parties in advance.

UDOT will reimburse the City within **60 days** after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the City to submit final billings within **6 months** of the completion of outside services will result in UDOT's disallowance of that portion of outside services performed by the City.

16. **SALVAGED MATERIALS**

All materials from existing Facilities which are recovered by UDOT while performing the Third-Party Work and not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

17. **RIGHT TO AUDIT**

UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should this audit disclose that the City has been underpaid, the City will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the City has been overpaid, the City will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of outside services covered herein for a minimum of 3 years after final payment is received by the City from UDOT.

18. **ACCEPTANCE AND MAINTENANCE**

UDOT will provide notification to the City for acceptance of the Third-Party Work upon completion of the final inspection. City will have **60 days** to respond in writing to UDOT with any additional comments in regards to the Third-Party Work. After 60 days the City accepts the Third-Party Work. Upon completion of the Third-Party Work of Facilities by UDOT, the City will accept, own, and maintain Facilities. The City shall be the sole owner of the Facilities upon completion of the Project unless otherwise agreed to by the Parties. To the extent it may lawfully do so, City further agrees to relieve UDOT from any responsibility or liability that may result from its new Facilities or the operation thereof.

19. **ACCESS FOR MAINTENANCE**

Access for maintenance and servicing of Facilities located on the right-of-way of the

Project will be allowed only by permit issued by UDOT. The City will obtain the permit and abide by conditions thereof for policing and other controls in conformance with Utah Administrative Code R930-7. If access during the Project is needed, the City shall coordinate access with the UDOT Resident Engineer.

20. INDEMNIFICATION

UDOT and the City are both governmental entities subject to the Governmental Immunity Act. Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

21. MISCELLANEOUS

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.
- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same

instrument. This Agreement may be delivered by facsimile or electronic mail.

- g. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- h. The date of this Agreement is the date this Agreement is signed by the last Party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

Bountiful City

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

Comptroller Office

Title: Contract Administrator

Date: _____

**EXHIBIT A
BOUNTIFUL CITY
SUPPLEMENTAL AGREEMENT**

**BOUNTIFUL CITY
SUPPLEMENTAL AGREEMENT NO. UT05-XX**

Supplement to UDOT Finance No. _____

THIS SUPPLEMENTAL AGREEMENT is made by and between the **Utah Department of Transportation**, ("UDOT"), and **Bountiful City**, a political subdivision of the State of Utah, ("City"). Each as party, ("Party") and together as parties, ("Parties").

The Parties hereto entered into a Master Agreement (MA) dated _____, UDOT Finance No. _____. All the terms of the MA remain in full force and effect unless otherwise specified herein.

The Parties agree as follows:

1. UDOT will perform the following described Third-Party Work in accordance with the terms and conditions of the MA:
 - a. Plan sheets depicting the Third-Party Work are shown in Exhibit "A" that is incorporated by reference and are described as:
 - b. The City special provisions described in Paragraph 6 of the MA – City Requirements, are modified as follows:
 - c. Third-Party Work will be completed between x and x. A schedule for the Third-Party Work is shown in Exhibit "B" that is incorporated by reference.
 - d. As-builts to be provided in accordance with the MA.
 - e. Total estimated cost of Third-Party Work is shown in Exhibit "C" that is incorporated by reference.

TOTAL ESTIMATED COST OF SUPPLEMENTAL AGREEMENT UT05-XX	\$0.00
TOTAL ESTIMATED COST OF CITY BETTERMENT WORK	\$0.00
TOTAL ESTIMATED AMOUNT OF CITY PARTICIPATION @ 0%	\$0.00
TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ 100%	\$0.00

2. UDOT will notify the City's contact person Lloyd Cheney, telephone number (801) 298-6125, and e-mail lloyd@bountiful.gov.at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
3. Third-Party will notify UDOT's Field Representative, XXX XXX, telephone number (XXX) XXX-XXX, and e-mail XXX@utah.gov, or their designated representative, as assigned at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein. The Design-Builder Project Representative is Name, telephone number (xxx) xxx-xxxx, and e-mail xxx@xx.com.

4. The date of this Agreement is the date this Agreement is signed by the last Party.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

Bountiful City

Title: _____

Date: _____

Title: _____

Date: _____

(IMPRESS SEAL)
.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Date: _____

Title: Project Director

Date: _____

Comptroller's Office

Title: Contract Administrator

Date: _____