

BOUNTIFUL CITY COUNCIL

Tuesday, October 28th, 2025

6:30 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

6:30 p.m. – Work Session

1. I-15 Interchange Landscaping Concepts – Mr. Lloyd Cheney 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 October 14th, 2025 pg. 11
4. Council reports
5. Consider approval of expenditures greater than \$1,000 paid on October 8th and 15th, 2025 pg. 17
6. Consider approval of Ordinance No. 2025-14, a text amendment to allow “Bookstore” as a permitted use in the Professional Office (P-O) Zone – Ms. Amber Corbridge pg. 21
7. Consider approval of the Final Architectural and Site Plan application at 358 West 500 South – Ms. Amber Corbridge pg. 33
8. Consider approval of the purchase of a 2026 Ram 5500 from Young Ram of Layton with a dump body from Reading Truck in the total amount of \$79,664 – Mr. Kraig Christensen pg. 43
9. Consider approval of the purchase of a 2026 Ford F-550, 4X4, diesel, crew cab, cab and chassis from Performance Ford Truck County in the total amount of \$72,755 – Mr. Allen Johnson pg. 45
10. Consider approval of the purchase of a 2026 Ford Explorer, 4X4, SUV from Performance Ford Truck Country in the total amount of \$43,234 – Mr. Allen Johnson pg. 47
11. Consider approval of Resolution No. 2025-10, authorizing the Fremont Solar and Battery Power Supply Agreement Transaction Schedule – Mr. Allen Johnson pg. 49
12. Consider approval of the Intermountain Power Superintendents Association Mutual Aid Agreement – Mr. Allen Johnson pg. 57
13. Consider approval of the purchase of power poles from Stella-Jones in the total amount of \$55,192 – Mr. Allen Johnson pg. 61
14. Consider approval of the purchase of one (1) 150 KVA ABB transformer from Irby in the total amount of \$20,000 – Mr. Allen Johnson pg. 63
15. Consider approval of Resolution No. 2025-11, adopting a second amendment to the Fiber Network Management Services Agreement – Mr. Galen Rasmussen pg. 65
16. Mosquito Abatement District-Davis Proposed Tax Increase – Mr. Bradley Jepps pg. 71
 - a. Public Comment Period
17. Consider approval of Ordinance No. 2025-15, codifying the City’s event application process – Mr. Bradley Jepps pg. 75
18. Adjourn


City Recorder

City Council Staff Report

**Subject: Interchange Landscaping Concepts for
I-15 Reconstruction**

Author: Lloyd Cheney, City Engineer

Department: Engineering

Date: October 28, 2025



Background

As part of the planning and design process for the upcoming reconstruction project for I-15, UDOT is requesting comments from adjacent cities on preferences for landscaping options at the interchanges along the project. Because the 400 N, 500 S and 2600 S interchanges are relatively close together, are divided by City boundaries and serve the citizens of multiple communities, the City Managers of Woods Cross, Woods Cross and Bountiful have suggested that the landscaping elements have a common design and the “betterment costs” be allocated among the Cities.

The concept of “betterments” is a basis for UDOT to determine the marginal cost for a desired upgrade from UDOT’s standard construction practice. In the case of freeway landscaping, UDOT’s standard practice is to strip and stockpile existing topsoil throughout the right-of-way, place the material within the new shoulder and median areas and re-seed with natural, self-sustaining grass, forbs and shrub species that do not require any irrigation. By policy, the UDOT I-15 Project Management Team has allocated \$100,000 per interchange for landscaping improvements above the baseline treatments.

There are many examples of betterments which are not included in UDOT’s typical construction practices:

- Artwork
- Architectural Treatments / Enhanced Finishes
- Powdercoated Streetlight and Traffic Signal poles
- Signal pre-emption systems for emergency services
- Enhanced plantings or other landscaping elements

In addition to the initial construction costs for “betterments”, UDOT requires Cities to also bear the ongoing maintenance costs of the upgraded improvements in these areas.

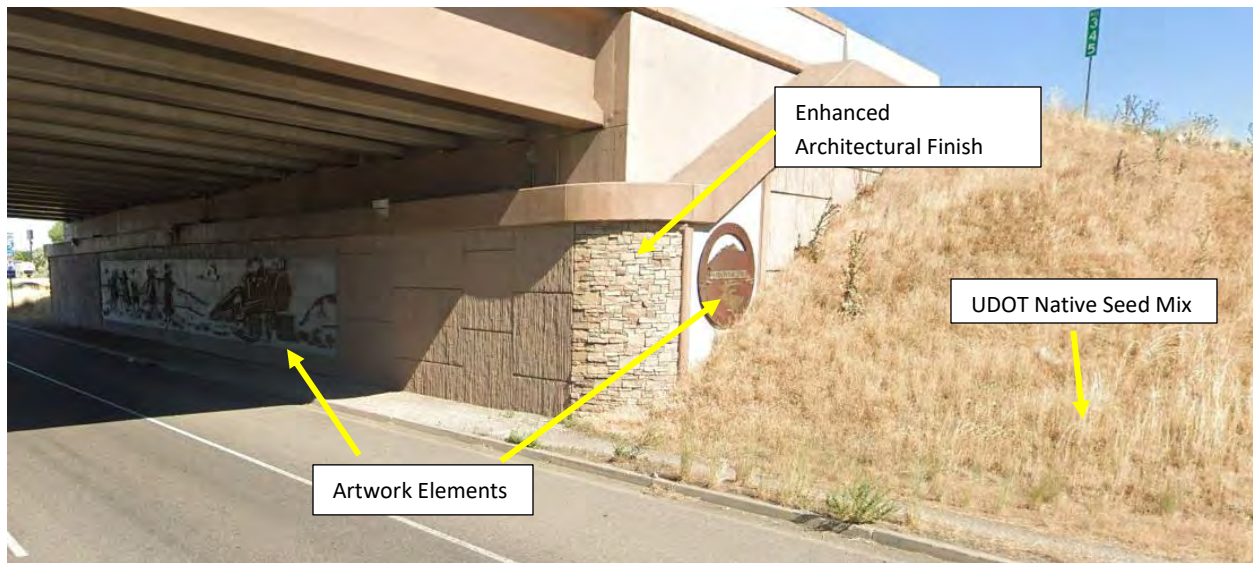


Figure 1 Betterments Examples. (I-15 12th Street Exit, Weber County)

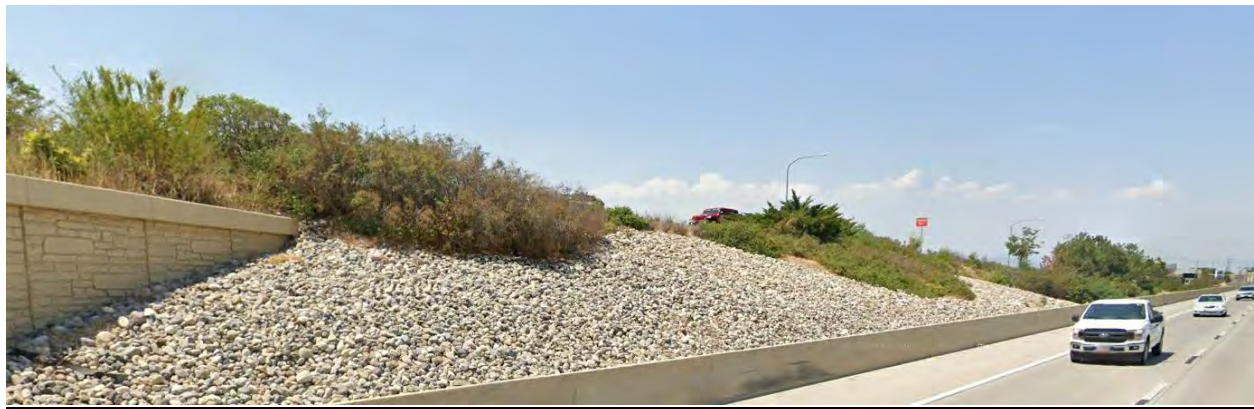


Figure 2 Example image of more intensive interchange landscaping on I-15 in Utah County.

Analysis

UDOT has provided 3 landscaping concepts with cost estimates. The 3 examples illustrate variations in the locations and amounts of plantings (trees and shrubs), decorative rock and bark mulch. The 500 South interchange was used as the example location. The scope of UDOT's concepts includes only the gore area between the onramps/offramps and the north and southbound lanes of the freeway. The three concepts can be summarized as:

- Option 1: Native Grass with Accent Plants (Irrigation to accent plantings only)
- Option 2: Native Grass with Limited Area of Decorative Rock and Accent Boulders (Non-Irrigated)
- Option 3: Enhanced Landscaping Concept (Irrigation to all plantings)

To better understand the potential costs to Bountiful, the Engineering Dept. has evaluated 2 additional scenarios for each landscaping concept. The first scenario evaluates costs associated with the proposed landscaped area of each UDOT concept located within the City Limits. These areas are depicted in the following image:

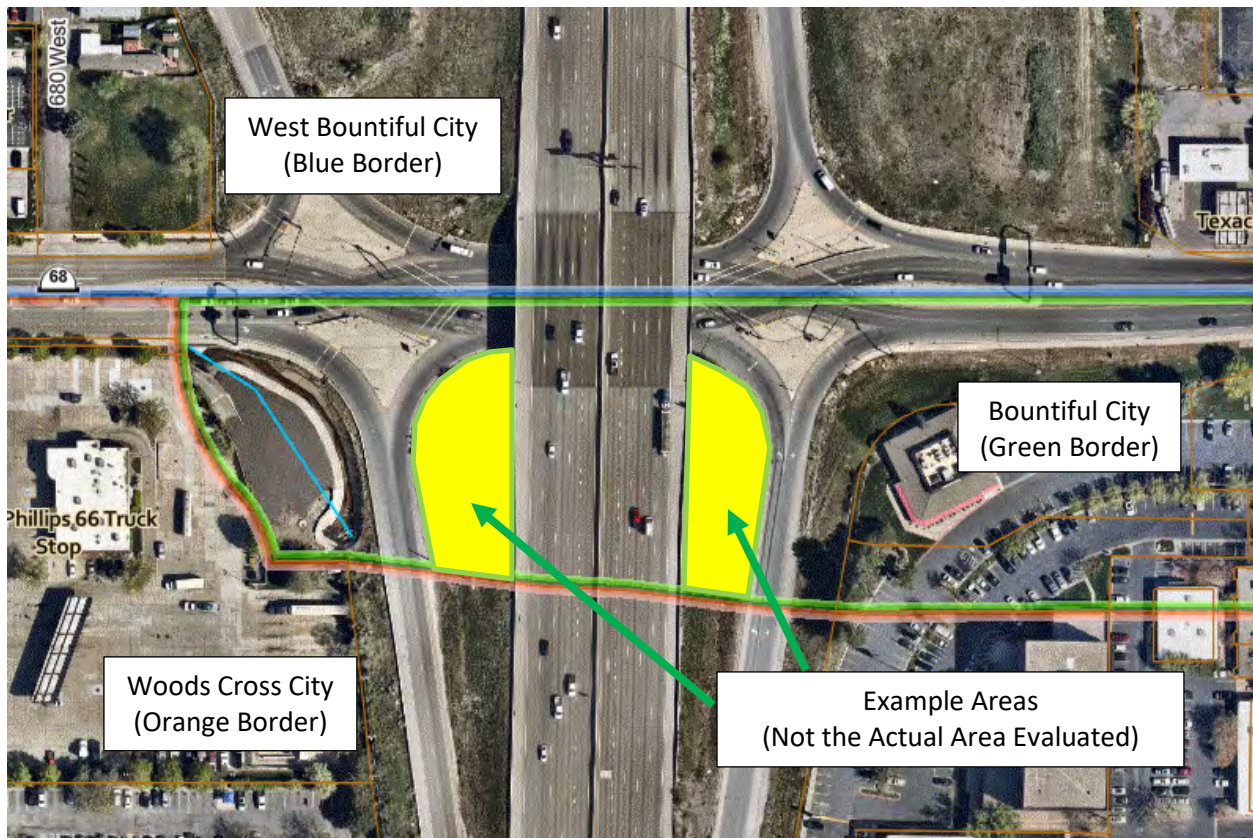


Figure 3 Example areas used to determine landscaping costs for property within Bountiful City Limits. The shaded area shown is not the actual area used for determining quantities.

The second scenario evaluated by staff assumes that Bountiful would shoulder the obligation of landscaping on the south half of the interchange with an additional area of improved landscaping included along the east side of the northbound off-ramp (along the former Sizzler property frontage). This concept is shown in Figure 4.

The following table summarizes the estimated cost of variations on UDOT landscaping concepts:

Estimate	Landscaped Area (SqYd)	Opt. 1 (Native Grass w/Limited Plantings +Irr.)	Opt. 2 (Decorative Rock – Non Irrigated)	Opt. 3 (Decorative Rock w/ Plantings +Irr.)
UDOT Base Concept	15,100	\$184,935	\$149,895	\$597,029
w/in City Limits Only	2,874	\$35,302	\$57,644	\$110,920
Interchange South Half +Sizzler	8,370	\$104,232	\$223,877	\$271,129

Staff understands the unit prices used in UDOT’s estimates to have been generated from their project accounting system. It is important to note that no contingency or inflationary factors have been included in the preliminary estimates, and actual construction costs may vary.

While it is important to understand the initial construction cost of each option, it is also wise to understand the associated cost of regular maintenance. Both concepts which include irrigation systems, trees and shrubs will require an increased effort by Parks Dept staff for monitoring and maintenance of these areas. While the landscape rock arrangement shown in Concept 2 is less interesting from a visual standpoint, it is the option with the lowest maintenance burden. UDOT's Master Landscape Maintenance Agreement specifically defines the term "Landscape Improvement" as areas of vegetation and requires the local jurisdiction to maintain those improvements. For a decorative rock scenario, UDOT would also require weed control and debris removal by the City.

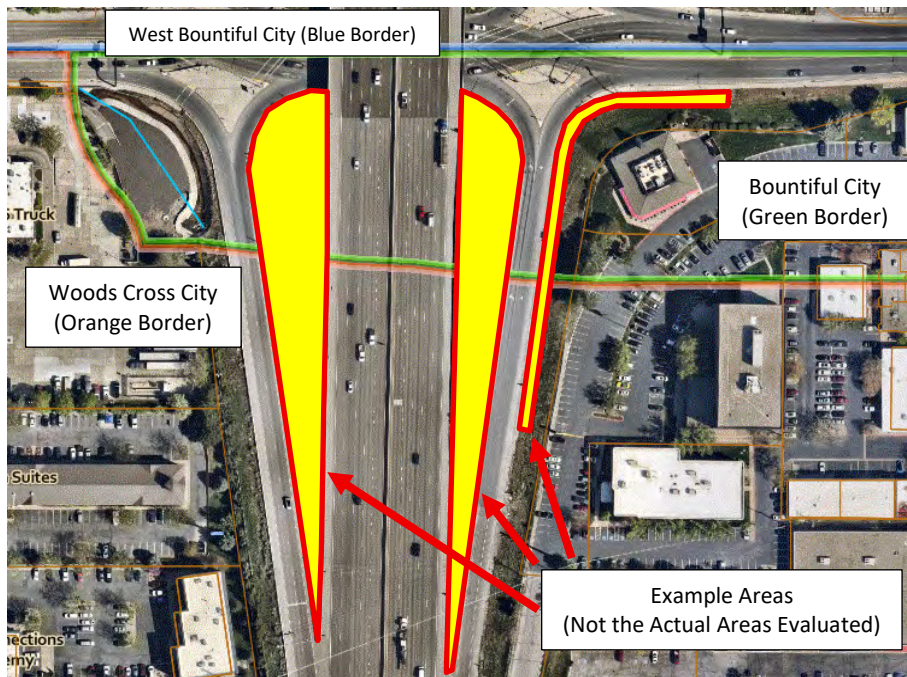


Figure 4 Example areas used to determine landscaping costs for the south half of the interchange. The shaded area shown is not the actual area used for determining quantities.

Department Review

This report has been reviewed by the City Manager.

Significant Impacts

No impacts to Department budgets are anticipated for the current Fiscal Year but funding would need to be set aside in 2-5 years, depending on the project construction schedule.

Recommendation

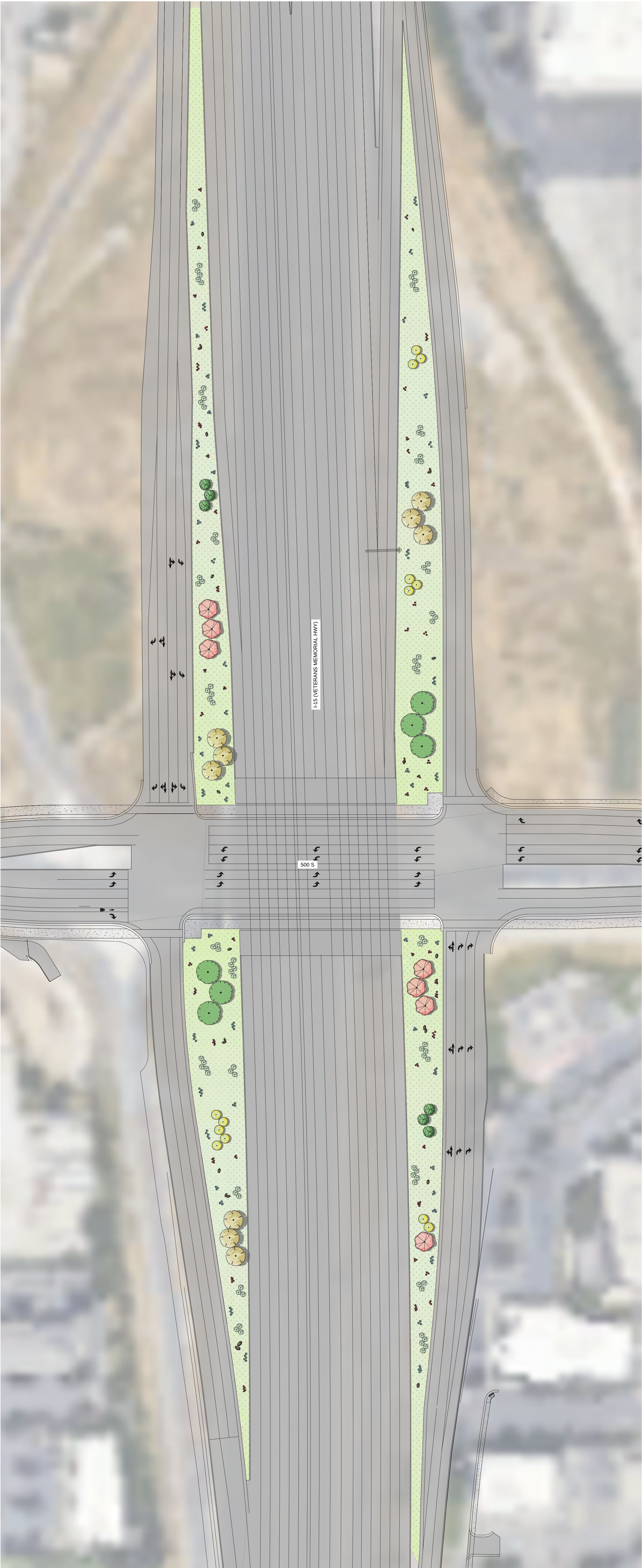
Staff requests the City Council provide direction for the type, location and quantity of landscaping preferred at the 500 South interchange for use in coordination meetings with UDOT and our neighboring Cities. It is Staff's recommendation that Concept 2 be considered due to its balance of aesthetics and low future maintenance.

Attachments

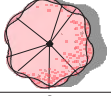
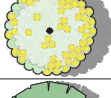
UDOT Landscaping Concepts 1, 2 and 3

I-15 DAVIS COUNTY (600 N TO 5400 S)- PIN: 19854

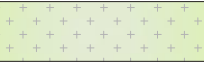
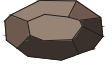
LANDSCAPE CONCEPT - OPTION 1



LANDSCAPE OPTION 1 SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	QTY
TREES				
	ACER GRANDIDENTATUM BIGTOOTH MAPLE	2" CAL.	B&B	7
	ACER NEGUNDO 'SENSATION' SENSATION BOX ELDER	2" CAL.	B&B	9
	AMELANCHIER UTAHENSIS UTAH SERVICEBERRY	2" CAL.	B&B	13
	CELTIS OCCIDENTALIS COMMON HACKBERRY	2" CAL.	B&B	6
	CERCOCARPUS LEDIFOLIUS CURL-LEAF MOUNTAIN MAHOGANY	2" CAL.	B&B	6
SYMBOL	BOTANICAL / COMMON NAME	SIZE		QTY
SHRUBS				
	ARTEMISIA TRIDENTATA BIG SAGEBRUSH	5 GAL		92
ANNUALS/PERENNIALS				
	PENSTEMON EATONII FIRECRACKER PENSTEMON	1 GAL		171
ORNAMENTAL GRASSES				
	SCHIZACHYRIUM SCOPARIUM LITTLE BLUESTEM	1 GAL		178

REFERENCE NOTES SCHEDULE LS

SYMBOL	DESCRIPTION	QTY
	TOP SOIL, BROADCAST SEED, & HECP	132,091 SF
	DECORATIVE LANDSCAPE BOULDER 3-5'	23

TREES



BIGTOOTH MAPLE



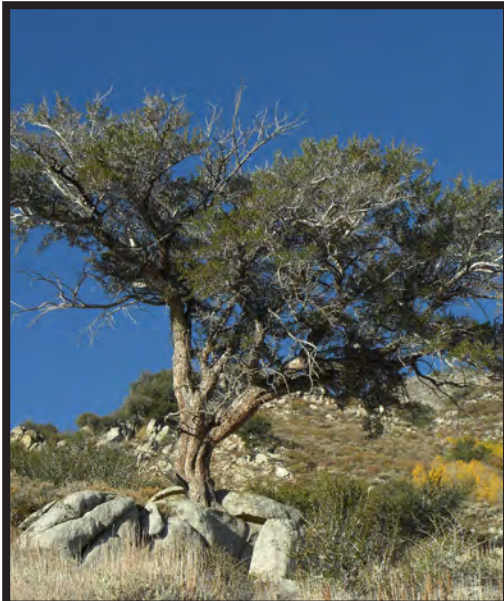
SENSATION BOX ELDER



UTAH SERVICEBERRY



COMMON HACKBERRY



CURL-LEAF MOUNTAIN
MAHOGANY

SHRUBS



LITTLE BLUESTEM



BIG SAGEBRUSH



FIRECRACKER
PENSTEMON

ACCENT BOULDERS



3-5' BOULDERS

I-15 DAVIS COUNTY (600 N TO 5400 S)- PIN: 19854

LANDSCAPE CONCEPT - OPTION 2



LANDSCAPE OPTION 2 SCHEDULE

SYMBOL	DESCRIPTION	QTY
	TOP SOIL, BROADCAST SEED, & HECF	100,025 SF
	LANDSCAPE ROCK TYPE 1	11,527 SF
	LANDSCAPE ROCK TYPE 2	24,600 SF
	CONCRETE MOWCURB	390 LF
	DECORATIVE LANDSCAPE BOULDER 3-5'	56
	WEED BARRIER UNDER ALL LANDSCAPE ROCK	

LANDSCAPE ROCK

LANDSCAPE ROCK TYPE 1



LANDSCAPE ROCK TYPE 2



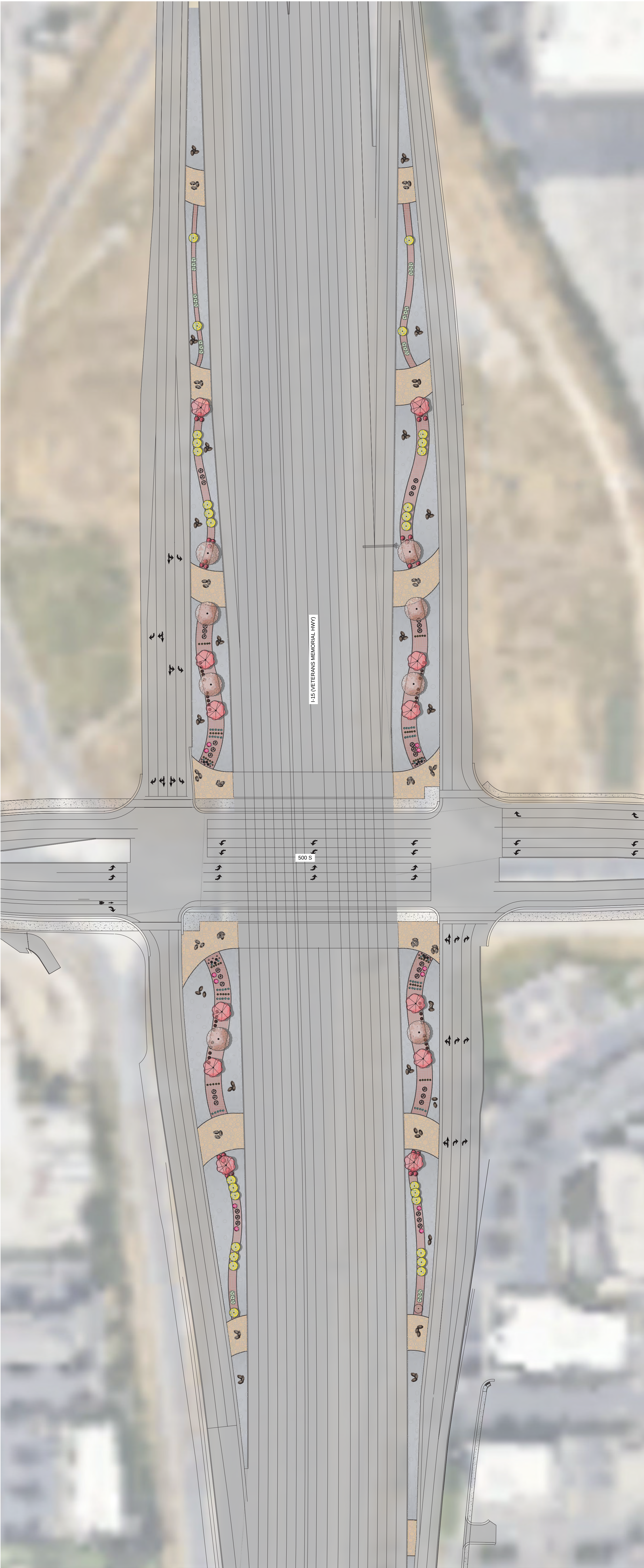
ACCENT BOULDERS

3-5' BOULDERS

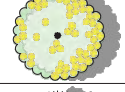
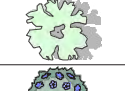
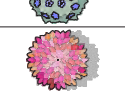
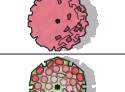
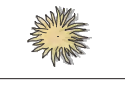


I-15 DAVIS COUNTY (600 N TO 5400 S)- PIN: 19854

LANDSCAPE CONCEPT - OPTION 3



LANDSCAPE OPTION 3 SCHEDULE

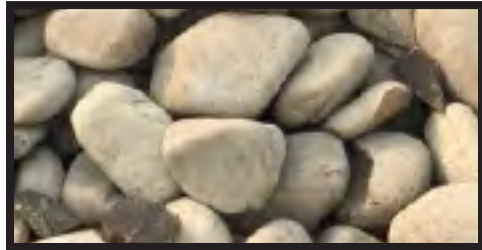
SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	QTY
TREES				
	ACER GRANDIDENTATUM BIGTOOTH MAPLE	2" CAL.	B&B	13
	AMELANCHIER UTAHENSIS UTAH SERVICEBERRY	2" CAL.	B&B	29
	PINUS NIGRA 'ARNOLD SENTINEL' ARNOLD SENTINEL AUSTRIAN PINE	6-7' HT.	B&B	36
	PRUNUS VIRGINIANA 'CANADA RED' CANADA RED CHOKECHERRY - MULTI-STEM	2" CAL.	B&B	8
SYMBOL	BOTANICAL / COMMON NAME	SIZE		QTY
SHRUBS				
	ARTEMISIA TRIDENTATA BIG SAGEBRUSH	5 GAL		24
	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' BLUE MIST BLUEBEARD	5 GAL		12
	PRUNUS X CISTENA PURPLE LEAF SAND CHERRY	5 GAL		12
	RHUS AROMATICA 'GRO-LOW' GRO-LOW FRAGRANT SUMAC	5 GAL		30
	ROSA X 'RADRAZZ' KNOCK OUT® SHRUB ROSE	5 GAL		40
ANNUALS/PERENNIALS				
	PENSTEMON EATONII FIRECRACKER PENSTEMON	1 GAL		20
ORNAMENTAL GRASSES				
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS	1 GAL		60

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
	LANDSCAPE ROCK TYPE 1	26,807 SF
	LANDSCAPE ROCK TYPE 2	74,349 SF
	CONCRETE MOWCURE	5,331 LF
	DECORATIVE LANDSCAPE BOULDER 3-5'	112
	BARK MULCH	28,799 SF
WEED BARRIER UNDER ALL ROCK AND MULCH		

LANDSCAPE ROCK

LANDSCAPE ROCK TYPE 1



LANDSCAPE ROCK TYPE 2



TREES



BIGTOOTH MAPLE



UTAH SERVICEBERRY



ARNOLD SENTINEL
AUSTRIAN PINE



CANADA RED CHOKECHERRY
- MULTI-STEM

SHRUBS



BIG SAGEBRUSH



BLUE MIST BLUEBEARD



PURPLE LEAF SAND
CHERRY



GRO-LOW FRAGRANT
SUMAC



KNOCK OUT SHRUB
ROSE



FIRECRACKER PENSTE-
MON



FEATHER REED GRASS

ACCENT BOULDERS



3-5' BOULDERS

Minutes of the
BOUNTIFUL CITY COUNCIL
October 14, 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.

Work Session – 6:00 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 Engineer	Lloyd Cheney
	Planning Director	Francisco Astorga
	Chief of Police	Ed Biehler
	Parks Director	Brock Hill
	Streets Director	Charles Benson
	IT Director	Greg Martin
	Recording Secretary	Maranda Hilton
Excused:	City Attorney	Brad Jeppsen

Mayor Harris opened the meeting at 6:03 pm and welcomed those in attendance.

E-BIKE/E-MOTORCYCLE DISCUSSION – CHIEF EDWARD BIEHLER

Chief Ed Biehler gave a presentation about the issues regarding enforcement of e-bike and e-motorcycle laws and the increasing safety concerns as they become more and more popular among young people. He explained that the different classes of e-bikes and e-motorcycles have different laws governing their use, but are very difficult to tell apart visually, making policing very difficult. This problem is compounded when people make aftermarket modifications. He added that the general public seem to be uneducated about the restrictions as well, which means parents are allowing their children to ride them illegally. The police have seen rising incidences of riders evading the police, which is concerning, and the police cannot safely pursue riders of e-bikes and e-motorcycles. The police have also started seeing damage to the parks and trails from people creating jumps or just using them in a way that destroys the grounds. Our police department also has an added level of complexity to their enforcement because many of the Bountiful trails are on Forest Service lands. Current Bountiful City Code does not provide many avenues for the enforcement of e-bikes and e-motorcycles, simply because this is a newer issue and wording would need to be added or changed to update it. So, although these bikes and motorcycles have become a nuisance and a safety issue, the police do not have many ways of stopping it. They have increased educational efforts, to seemingly little effect, and are contemplating what else they should try as this issue worsens.

Mayor Harris asked Chief Biehler what he thinks should happen next. He answered that the

1 police could be more aggressive when stops are made, even impounding e-motorcycles if needed, but
2 e-bikes cannot be impounded. People evading stops will still be an issue though. He also explained
3 that they may see some state legislation during the upcoming session and should perhaps wait and see
4 what happens there before making any changes to the City code.

5 Councilmember Bradshaw expressed her concern about this issue and made two suggestions;
6 that we add the language “at the point of manufacture” to the definition of e-bikes and e-motorcycles
7 helping in the enforcement of vehicles that may have been modified aftermarket, and that we create a
8 type of registration system that requires bikes and motorcycles to have an identifying plate which
9 could be photographed in the case of evasions and followed up on. She said she would like to see the
10 education efforts ramped up and their infographic posted to all social media channels that the City
11 has.

12 Councilmember Child asked if there is any signage at the city parks that prohibits e-
13 motorcycles. Mr. Brock Hill said there is not. The current signs prohibit skateboards and rollerblades.
14 Councilmember Child suggested adding e-motorcycles to the signs.

15 Councilmember Price-Huish suggested allowing bikes but requiring people to walk them
16 through parks only.

17 Mayor Harris shared that Kaysville just passed ordinances about self-propelled vehicles being
18 operated recklessly, or in ways that damage public facilities or parks, or being driven over a certain
19 speed limit.

20 Councilmember Higginson said he wants these vehicles to be allowed and used in the
21 downtown zone, but the e-motorcycles are concerning. He said he feels education needs to be the key
22 to accomplishing their goals and keeping people safe, but he did not know the best way to achieve
23 that.

24 Councilmember Price-Huish agreed with that, saying that they want to see people using more
25 active transportation, but the e-motorcycles are not what they want the youth driving around. She said
26 she supported increasing the educational efforts and to begin impounding

27 Councilmember Bradshaw said she would like to see immediate action taken to protect the
28 trails and parks from e-motorcycles. She said there should be no tolerance for people going that fast
29 in a park while families are trying to play there. She added that it is scary to think that a growing
30 population of our youth think that fleeing from the police is okay. She also reported that even though
31 the City has been relaxed about allowing e-bikes on the trails, the Wasatch Cache National Forest
32 does not allow e-bikes in Forest service territory at all.

33 Councilmember Higginson said he was not in favor of impounding e-motorcycles intercepted
34 out on the roads and sidewalks, since many kids have saved up their money to buy them, but
35 reiterated that the City should try to educate everyone about the laws.

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37 The meeting ended at 7:01 pm.
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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 Engineer Lloyd Cheney
Planning Director Francisco Astorga
Chief of Police Ed Biehler
Parks Director Brock Hill
Streets Director Charles Benson
IT Director Greg Martin
Recording Secretary Maranda Hilton
Excused: City Attorney Brad Jeppsen

WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER

Mayor Harris called the meeting to order at 7:07 pm and welcomed those in attendance. Ms. Harper Voehl led the Pledge of Allegiance and Pastor Neil of Grace Lutheran Church offered a thought and a prayer.

PUBLIC COMMENT

The time for public comment began at 7:11 pm.

No comments were made.

The time for public comment ended at 7:11 pm.

CONSIDER APPROVAL OF MINUTES OF THE PREVIOUS MEETINGS HELD ON SEPTEMBER 23RD, 2025

Mayor Harris asked for a correction to Line 18 of the minutes, changing “Mayor Pro Tem Murri” to “Mayor Harris”.

Councilmember Price-Huish made a motion to approve the minutes with that correction and Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”

BCYC REPORT

Councilmember Price-Huish introduced Steven Theriot, the City Manager from the BCYC, saying that Steven is an exceptional leader in the organization, always helping with set-up and take-down and always giving his best. He is a senior at Bountiful HS, plays the trombone, has taken 5 AP courses and is a lot of fun.

Steven Theriot reported that the BCYC helped clean graffiti last Tuesday and announced that they will host their annual Pumpkin Patch activity on October 25th from 9-11 am at North Canyon Park.

1 **COUNCIL REPORTS**

2 Councilmember Bradshaw reported that the South Davis Recreation District is still working
3 on its budget, and that the chiller at the ice ribbon at Town Square needs a repair, which, according to
4 our interlocal agreement with them, will require Bountiful City to contribute half.

5 Councilmember Higginson reported that the General Plan draft update is still being worked on
6 at the Planning Commission and he believes it will only require about 2 more sessions before it is
7 ready for the Council to review it. He thanked everyone who has been attending those meetings and
8 those who have participated in the public comments as well.

9 Councilmember Murri thanked the employees who worked during the Household Hazardous
10 Waste collection event on Saturday. He reported that 944 residents brought items to dispose of.

11 Councilmember Price-Huish reported that this Thursday is the final Farmer's Market of the
12 season and encouraged everyone to go check it out. She thanked the Police and Parks employees who
13 help make it a wonderful and safe event every year.

14 Mayor Harris announced that the Main Street Merchants will host their annual Trick-or-Treat
15 event on Main Street on Halloween from 4-6 pm.

16 Councilmember Child reported that she and Gary Hill met with the local representatives from
17 JustServe.org and are working with them to find ways to improve the local community service
18 organizations find volunteers. They will have a training event in November learning how to utilize
19 the website.

20
21 **CONSIDER APPROVAL OF:**

22 a. **EXPENDITURES GREATER THAN \$1,000 PAID ON SEPTEMBER 17TH, 24TH, AND**
23 **OCTOBER 1ST, 2025**

24 b. **AUGUST 2025 EXPENSE REPORT**

25 Councilmember Bradshaw asked staff about some specific expenditures that she was
26 not familiar with. Mr. Gary Hill said that the code does allow for certain routine purchases,
27 even in large amounts, but that he would look into those purchases and get the Council more
28 information at a later date.

29 Councilmember Murri made a motion to approve the expenditures and the August
30 financial report and Councilmember Child seconded the motion. The motion passed with
31 Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting "aye."

32
33 **HONOR MAX VOEHL FOR HIS ACCOMPLISHMENTS AND SELECTION TO**
34 **PERFORM ON BROADWAY – MAYOR KENDALYN HARRIS**

35 Mayor Harris welcomed Max Voehl and his family to the meeting and asked Councilmember
36 Child to introduce Max.

37 Councilmember Child explained that Max and his family live in her neighborhood and he is a
38 6th grader at Legacy Preparatory Academy. She said that Max and his siblings have performed in
39 many local shows and are very musical and that Max's doctor suggested Max audition for the new
40 Broadway show, Wonder, based on the book and film of the same name. Max went through a long
41 audition process and got the lead role of Auggie Pullman and will begin his run as Auggie in
42 Massachusetts later this month.

43 Max's mother, Jeanne Voehl, explained how grateful she is for their supportive community of
44 friends and neighbors here in Bountiful, saying it was especially impactful while Max was young and
45 she was navigating his many surgeries for cleft lip and palate.

1 Max said it was an honor to be here tonight and he is excited but also sad to be leaving
2 Bountiful for awhile.

3 Councilmember Child said we would all be cheering him on and asked him to come sing for
4 the Council when he gets back.

5 Mayor Harris read his certificate of achievement, “in recognition of your outstanding
6 achievement in earning the role of Auggie in the Broadway musical Wonder. Your talent and courage
7 to teach the world kindness have brought pride to our community and serve as an inspiration to
8 others.”

9
10 **CONSIDER APPROVAL OF RESOLUTION NO. 2025-09 REGARDING FRONTRUNNER**
11 **STATION AREA PLAN IMPRACTICABILITY – MR. FRANCISCO ASTORGA**

12 Mr. Francisco Astorga explained that the state has required all cities with a fixed-guideway
13 stations to prepare a Station Area Plan (SAP) to promote housing availability, sustainable
14 environments, access to opportunities, and transportation choices and connections. Bountiful’s
15 boundary line falling within the half-mile radius of the Woods Cross FrontRunner station requires us
16 to participate in this requirement. However, Utah Code allows municipalities to adopt a resolution
17 describing conditions that make compliance with this requirement impracticable.

18 He further explained that the properties located within the portion of Bountiful affected by its
19 proximity to the station cannot reasonably support transit-oriented development or support the SAP
20 objectives, therefore staff requests that the Council adopt Resolution No. 2025-09 stating its
21 impracticability to prepare a SAP.

22 Councilmember Bradshaw made a motion to approve Resolution No. 2025-09 and
23 Councilmember Higginson seconded the motion. The motion passed with Councilmembers
24 Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”

25
26 **CONSIDER APPROVAL OF THE PURCHASE OF 35 DESKTOP COMPUTERS FROM**
27 **DELL DIRECT IN THE TOTAL AMOUNT OF \$33,285 – MR. GREG MARTIN**

28 Mr. Greg Martin explained that as part of the computer replacement plan, the IT department is
29 requesting the purchase of 35 desktop computers from Dell Direct. Dell has the state contract and
30 offers very good prices on these computers.

31 Councilmember Higginson made a motion to approve the purchase of 35 desktop computers
32 from Dell Direct and Councilmember Murri seconded the motion. The motion passed with
33 Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”

34
35 **CONSIDER APPROVAL OF THE PURCHASE OF A 2025 FORD F-150 XL WORK TRUCK**
36 **FROM YOUNG FORD IN THE TOTAL AMOUNT OF \$45,722 – MR. BROCK HILL**

37 Mr. Brock Hill explained that this vehicle will be used for daily park and trail maintenance
38 work by a crew of parks department staff. He requested bids from four dealerships and received back
39 three bids. This vehicle has been budgeted for as part of the planned vehicle replacement program for
40 this budget cycle.

41 Councilmember Price-Huish asked if any other specialty equipment would be added to this
42 truck in the future. Mr. Brock Hill answered that all the required equipment is included in the bid
43 price.

44 Councilmember Price-Huish made a motion to approve the purchase of the Ford F-150 from
45 Young Ford and Councilmember Child seconded the motion. The motion passed with
46 Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”

1
2 **ADJOURN**

3 Councilmember Higginson made a motion to adjourn the meeting and Councilmember Murri
4 seconded the motion. The motion passed with Councilmembers Bradshaw, Child, Higginson, Murri,
5 and Price-Huish voting “aye.”
6

7 The meeting was adjourned at 7:40 pm.

Mayor Kendalyn Harris

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid
October 8 & 15, 2025

Author: Tyson Beck, Finance Director

Department: Finance

Date: October 28, 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 October 8 & 15, 2025.

***Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid October 8, 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>
16190	ACTION LOCKSMITH PAR	Parks	104510 426000	Bldg & Grnd Suppl & Maint	10,272.50	247667 652050		Service Call/Labor - Acct # BOUN6111
1220	AT&T MOBILITY	Streets	104410 428000	Internet & Telephone Expense	1,001.91	247672 X09282025		Account # 287314361186
16191	CANYON CONSTRUCTION	Parks	104510 426000	Bldg & Grnd Suppl & Maint	5,400.00	247677 1091		Misc. Parts/Supplies
1602	CDW GOVERNMENT, INC.	Computer Maintenance	616100 429200	Computer Software	2,322.83	247678 AG2B85Z		NetMotion License - Cust # 6530022
15138	CHUGG, HEIDI	Human Resources	104134 415000	Employee Education Reimb	1,977.50	247679 10072025		Reimbursed for Tuition
12287	CITY CREEK CONSTR	Redevelopment Agency	737300 472100	Buildings	125,862.61	247680 2406-5		Work completed thru Sept. - App #5
15155	GOULD PLUS ARCHITECT	Police	454210 472100	Buildings	15,175.00	247686 25037		Exterior Lighting Replacement
14162	INSIGHT PUBLIC SECT	Computer Maintenance	616100 429200	Computer Software	3,758.34	247693 1101309940		MS SQL Licensing - Acct # 11064483
2642	INTERWEST SUPPLY COM	Streets	104410 425000	Equip Supplies & Maint	19,464.60	247695 IN0122732		Plow Blades - Cust # BOU001
6959	JANI-KING OF SALT LA	Light & Power	535300 424002	Office & Warehouse	1,883.10	247696 SLC10250037		Janitorial Services
2719	JMR CONSTRUCTION INC	Streets	104410 473400	Concrete Repairs	111,693.07	247698 10072025		Work completed thru Sept. 2025
2719	JMR CONSTRUCTION INC	Water	515100 461300	Street Opening Expense	3,068.63	247698 10072025		Work completed thru Sept. 2025
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,297.62	247699 15041		Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,506.06	247699 15051		Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,511.46	247699 15032		Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	10,575.36	247699 15024		Patching - Cust # BOUN02610
16184	LIMANSKY KHELLA CONS	Legislative	104110 461000	Miscellaneous Expense	3,000.00	247702 10062025		Keynote Speaker for Bountiful City on 10/13/2025
3271	NETWIZE	Computer Maintenance	616100 429200	Computer Software	2,389.08	247710 26589		Office 365 Software
3271	NETWIZE	Computer Maintenance	616100 429200	Computer Software	4,745.00	247710 26517		Office 365 Software
3271	NETWIZE	Computer Maintenance	616100 429200	Computer Software	22,218.00	247710 26518		Office 365 Software
3321	NORTHERN POWER EQUIP	Light & Power	53 151110	Trans & Distr Inventory	7,856.75	247712 88887		Misc. Parts/Supplies - Cust # 8012986111
3321	NORTHERN POWER EQUIP	Light & Power	53 151110	Trans & Distr Inventory	12,302.00	247712 88783		Misc. Parts/Supplies - Cust # 8012986111
4844	OWEN EQUIPMENT	Storm Water	494900 425000	Equip Supplies & Maint	1,315.08	247718 00121939		Misc. Parts/Supplies - Acct # S1234
3402	PACIFICORP	Light & Power	535300 448628	Pineview Hydro Operating Costs	1,649.39	247719 CR218187		2025 O&M Costs - Cust # 10000242
10033	PINETOP ENGINEERING	Streets	104410 441300	Street Signs	1,787.60	247721 5829		Install Labor
3549	PREMIER VEHICLE INST	Police	104210 425430	Service & Parts	3,962.35	247722 48664		Misc. Parts/Supplies
5553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,793.00	247724 42105629		Tires & Service - Cust # 2801867
5553	PURCELL TIRE AND SER	Light & Power	535300 448635	Vehicles	1,127.64	247724 31911652		Tires & Service - Cust # 2801867
5553	PURCELL TIRE AND SER	Recycle Collection Operations	585810 425000	Equip Supplies & Maint	4,547.32	247724 42105628		Tires & Service - Cust # 2801867
16193	S&B PLUMBING LLC	Landfill Operations	585820 426000	Bldg & Grnd Suppl & Maint	1,200.00	247731 15336		Plumbing/ Install
13402	SWCA ENVIRONMENTAL	Trails	104550 431000	Profess & Tech Services	10,231.49	247736 230022		Project # 00099665-000-SLC
4150	TECH CONNECT HOLDING	Legislative	104110 426000	Bldg & Grnd Suppl & Maint	1,465.47	247739 B2507P61-IN		UPS Maintenance
4150	TECH CONNECT HOLDING	Finance	104140 426000	Bldg & Grnd Suppl & Maint	2,003.88	247739 B2507P61-IN		UPS Maintenance
4150	TECH CONNECT HOLDING	Engineering	104450 426000	Bldg & Grnd Suppl & Maint	1,731.30	247739 B2507P61-IN		UPS Maintenance
4131	T-MOBILE	Police	104210 428000	Internet & Telephone Expense	1,585.87	247737 09212025		Acct # 992894616
4334	USDA-FOREST SERVICE	Trails	454550 473103	Improv. Other Than Bldg-Grant\$	1,122.93	247746 10012025		Mueller Park North Canyon Trail network
7842	UTILISYNC LLC	Storm Water	494900 429200	Computer Software	1,650.00	247749 INV-1810		Blue Stakes
7842	UTILISYNC LLC	Water	515100 431000	Profess & Tech Services	1,650.00	247749 INV-1810		Blue Stakes
7842	UTILISYNC LLC	Light & Power	535300 431001	Blue Stake & Location	1,650.00	247749 INV-1810		Blue Stakes
10811	UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	199,695.22	247750 09302025 INSTALL		Fiber Network connection fees
4451	VERMEER MOUNTAIN WES	Light & Power	535300 448635	Vehicles	1,204.67	247752 072443199		Vac hose - Acct # BOUNT002
15372	WCF MUTUAL INSURANCE	Workers' Comp Insurance	646400 451150	Liability Claims/Deductible	1,227.00	247753 8209560		Additional premium coverage - Acct # 257435
15372	WCF MUTUAL INSURANCE	Workers' Comp Insurance	646400 451150	Liability Claims/Deductible	5,958.10	247753 8212320		Premium payment - Acct # 257435
TOTAL:					<u>617,839.73</u>			

***Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid October 15, 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>
1102	ALPHA POWER SYSTEMS,	Light & Power	535300 474790	CIP 09 Dist Sub NW Substation	14,003.31	247756 130980IN		NW Sub Transmission
1164	ANIXTER, INC.	Light & Power	535300 448631	Hydro Transmission	3,481.90	247758 6538504-00		Misc. Parts/Supplies
1716	CMT ENGINEERING LABO	Streets	454410 473500	Road Reconstruction	1,130.00	247770 12604		2nd East Reconstruction - Prj # 103264.001
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	12,031.20	247774 76604		Tree Trimming
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	12,226.40	247774 76605		Tree Trimming
2055	ELECTRICAL CONSULTAN	Light & Power	535300 474790	CIP 09 Dist Sub NW Substation	11,976.50	247777 136447		NW Sub Engineering - Project # BCP-023
5281	ENBRIDGE GAS UTAH	Police	104210 427000	Utilities	1,373.47	247780 10012025E		Account # 3401140000
5281	ENBRIDGE GAS UTAH	Light & Power	53 213100	Accounts Payable	58,740.16	247780 10012025C		Natural Gas - Acct # 6056810000
2164	FERGUSON ENTERPRISES	Water	515100 448400	Dist Systm Repair & Maint	1,820.20	247784 1275471		Hydrant - Cust # 48108
14124	GEOLOGIC COMPUTER	Landfill Operations	585820 429200	Computer Software	2,400.00	247785 L2509-010		Orion System Support 1 year - Cust ID 20229
2564	I-D ELECTRIC INC	Water	515100 448400	Dist Systm Repair & Maint	1,000.00	247790 117213		Sept. 2025 Labor at Millcreek
2607	INTERMOUNTAIN BOBCAT	Streets	104410 425000	Equip Supplies & Maint	1,149.03	247792 P32970		Misc. Parts/Supplies - Acct # BOUNT006
8756	IRBY ELECTRICAL DIST	Light & Power	535300 445202	Uniforms	1,713.00	247793 S014381390.001		Safety Glasses - Cust # 221694
2896	LARRY H. MILLER	Streets	104410 425000	Equip Supplies & Maint	1,252.50	247796 3000005		Misc. Parts/Supplies
8635	LARSEN LARSEN NASH &	Legal	104120 431100	Legal And Auditing Fees	3,200.00	247797 09302025		Legal Fees
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	1,151.03	247803 S107336022.001		Misc. Parts/Supplies for inventory - Cust # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	3,178.61	247803 S107335560.001		Misc. Parts/Supplies for inventory - Cust # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	3,879.39	247803 S107327433.001		Misc. Parts/Supplies for inventory - Cust # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	28,340.40	247803 S107262722.001		Misc. Parts/Supplies for inventory - Cust # 18498
9721	OVERHEAD DOOR CO OF	Light & Power	535300 424002	Office & Warehouse	4,898.20	247808 7310127549		1/2 hp OH Door operator
15715	PAVION CORP	Water	515100 426000	Bldg & Grnd Suppl & Maint	4,812.27	247810 PSE-PSI-24887		Access Keys
5553	PURCELL TIRE AND SER	Recycle Collection Operations	585810 425000	Equip Supplies & Maint	3,367.36	247816 42105848		Tires and Service - Cust # 2801867
1078	ROADSAFE TRAFFIC	Streets	104410 448000	Operating Supplies	6,331.40	247819 340691		Painted Road Markings - App #5
3830	SALT LAKE COMMUNITY	Light & Power	535300 423001	Education Benefit	9,300.00	247823 56E21FF		Spring 2026 Tuition / Lineman Apprenticeship
3938	SKM INC.	Water	515100 431000	Profess & Tech Services	1,711.25	247825 31380		Engineering - Project # M187
4051	STATE OF UTAH	Landfill Operations	585820 431300	Environmental Monitoring	5,433.55	247831 10062025		Landfill Solid Waste Quarterly Fee - 4Q2024
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	2,237.02	247835 2025100114965		T-Chlor - Acct # C1303
4217	TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	4,013.12	247836 921470650		Golf Balls - Acct # US00021802
4217	TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	4,018.31	247836 921470201		Golf Balls - Acct # US00021802
10811	UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	282,400.00	247841 CONBF-021		Aug. 2025 fiber network connection fees
15839	WM RECYCLE AMERICA	Recycle Collection Operations	585810 431550	Recycling Processing Fees	7,957.86	247848 IAC7318972		Recycling Fees
10488	YOUNG FORD	Police	454210 474500	Machinery & Equipment	55,487.78	247849 17S4711		2025 Ford F-150 VIN # 1FTFW1P8XSKE44598
TOTAL:					<u>556,015.22</u>			

City Council Staff Report



Subject: Land Use Text Amendment to Add “Bookstore” to the Professional Office (P-O) Zone Use Table

Author: Amber Corbridge, Senior Planner

Date: October 28, 2025

Background

The applicant, Eddy Hood, owner of Edgewater Bookstore, has submitted a request to amend the Professional Office (P-O) Zone to add “Bookstore” as a permitted use (P), in the use table found in [Section 14-8-103 Permitted, Conditional and Prohibited Uses](#) (See Attached Draft Ordinance).

The applicant states that bookstores provide an important and educational service to the community, fostering literacy, learning, and civic engagement. The applicant further notes that a bookstore is consistent with the intent of the P-O Zone because it is a low-impact, quiet, and professional use comparable to existing permitted uses such as offices, galleries, and other professional services.

The Planning Commission reviewed the proposed amendment on October 7, 2025, held a public hearing, and forwarded a positive recommendation (5-0) to City Council.

Analysis:

The City Council will need to find that the proposed amendment is necessary, in the best interest of the public, and meets the goals and objectives of the Bountiful General Plan. The General Plan (2009) states that Bountiful City has less than the average amount of commercial development (Pg. 3). Many retailers face challenges in opening business in Bountiful due to its proximity to Salt Lake City. It would be beneficial if Bountiful City allowed more low-impact, specialized retail, and community type services; for example, bookstores to the non-residential focused areas of the City, such as in the Professional Office (P-O) Zone. Designated professional office (P-O and PO-N) areas in the City include areas along 500 South, 200 West, and Main Street (See Figure 1, below).

Additionally, the [Professional Office Zone 14-8-101 Purposes and Objectives](#) states:

The Professional Office Zone (PO) and the Professional Office Neighborhood Subzone (PO-N) are established to provide areas with a variety of general office uses in an attractive office environment. The zones may be used in buffer or transition areas separating commercial/industrial uses from residential uses or may be assigned to areas of existing professional office areas which are not attached to any large commercial zones.

The proposed amendment would allow for more variety in the P-O Zones and encourage additional vibrant, low impact use which would act as a buffer between commercial and residential, like an art studio/gallery (currently a permitted professional use in the PO Zones). The applicant states, “independent and small bookstores deliver measurable local economic benefits, create community gathering spaces that support civic life and literacy, generate predictable and modest traffic compatible with office uses, and are used successfully by other municipalities as a permitted commercial or ground-floor use within office/transition zones.”

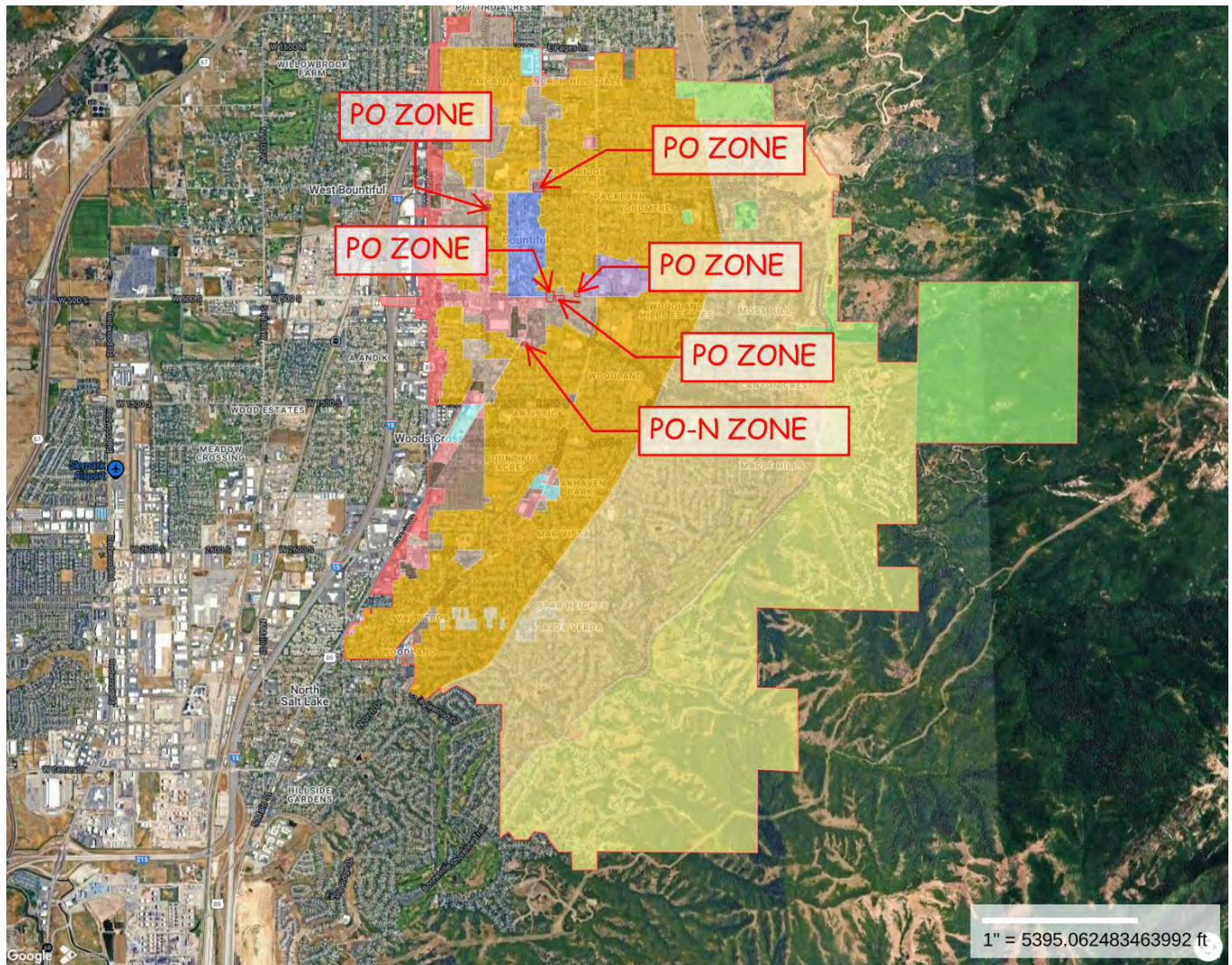


Figure 1. Current Bountiful Zoning Map Highlighting PO Zones.

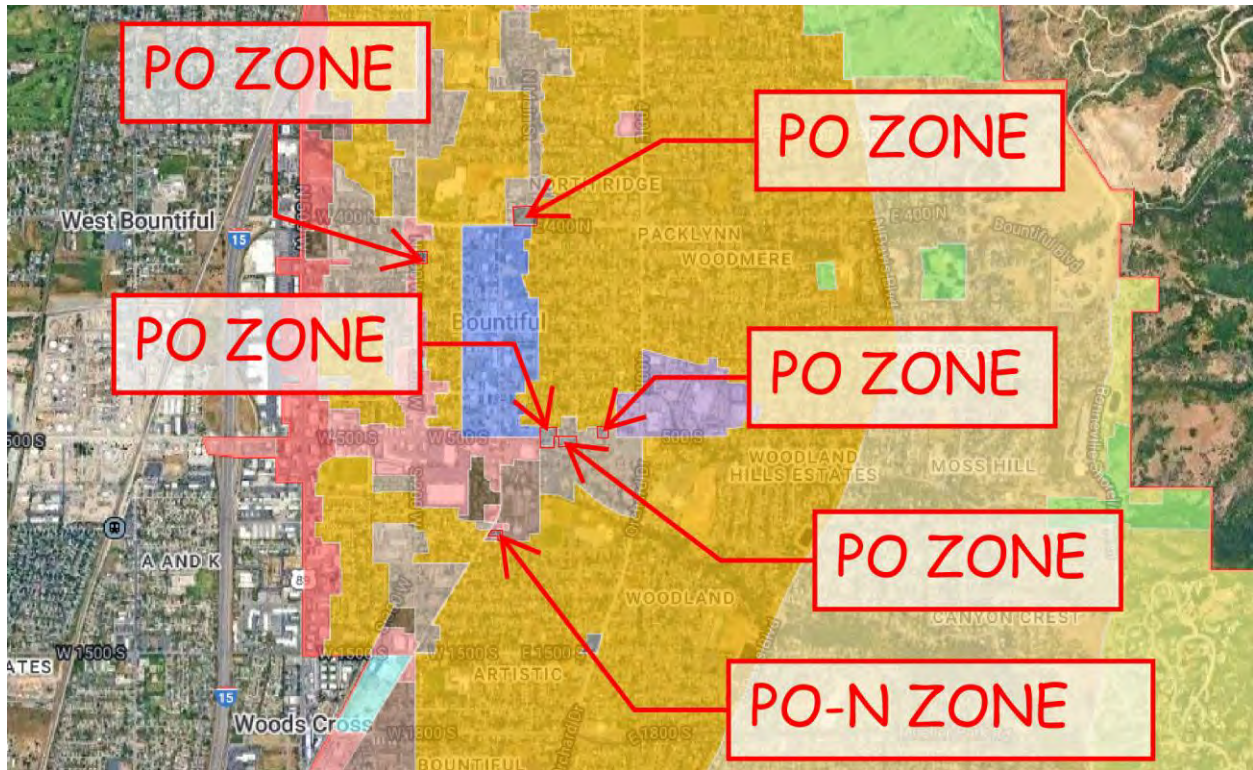


Figure 2. Zoomed In - Current Bountiful Zoning Map Highlighting PO Zones.

Significant Impacts

There is minimal impact to adding and permitting bookstore use to the PO Zones, as it is considered a low-impact retail and cultural type use. These are typically in walkable, transitional, and neighborhood areas of a city. The traffic and parking generated from such use would be similar to daytime office uses, not general or heavy commercial uses.

Department Review

This staff report was written by the Senior Planner and reviewed by the City Manager.

Recommendation

Staff and the Planning Commission recommends that the City Council review the proposed amendment and adopt Draft Ordinance 2025-14, amending the Professional Office Zone use table to include “Bookstore” as a permitted use.

Attachments

1. Draft Ordinance 2025-14
2. Applicant Statement of Intent



BOUNTIFUL

Bountiful City **Draft** Ordinance No. 2025-14

MAYOR
Kendalyn Harris

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

CITY MANAGER
Gary R. Hill

An Ordinance Amending Section 14-8-103 Permitted, Conditional, and Prohibited Uses in the Professional Office (P-O) Zone of the Bountiful City Code.

It is the finding of the Bountiful City Council that:

1. The City Council of Bountiful City is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the Bountiful City Code; and
2. After review and a public hearing on **October 7, 2025**, the Bountiful City Planning Commission forwarded a positive recommendation to the City Council; and
3. The City Council of Bountiful City held a public hearing on this Ordinance on **October 28, 2025**, and considered the statements made from the public as well as the recommendations from the Planning Commission and the Staff; and
4. The City Council of Bountiful City finds that these amendments are necessary and are in harmony with the objectives and purposes of the Bountiful City Land Use Code and the General Plan; and
5. The City Council of Bountiful City reviewed the proposed ordinance and finds that the proposed amendments are in the best interest of the health, safety, and welfare of the City and the public.

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

SECTION I. Section 14-8-103 Permitted, Conditional, and Prohibited Uses in the Professional Office (P-O) Zone of the Land Use Code, Title 14 of the Bountiful City Code; are hereby amended as shown on Exhibit A.

Adopted by the City Council of Bountiful, Utah, this **28th day of **October 2025**.**

Kendalyn Harris, Mayor

ATTEST:

Sophia Ward, City Recorder

Exhibit A

14-8-103 PERMITTED, CONDITIONAL, AND PROHIBITED USES

Subject to the provisions and restrictions of this Title, the following principal uses and structures, and no others, are allowed either as a permitted use (P) or by Conditional Use Permit (C) in the Professional Office zone. Some uses may be expressly prohibited (N) in this zone. Any use not listed herein is also expressly prohibited.

Table 14-8-103

<u>Use</u>	<u>PO</u>	<u>PO - N</u>
Banks, Credit Unions	P	N
Bar, Tavern, Drinking Establishment	N	N
Beauty Salon, Nail Salon	N	N
Bookstore	P	P
Chiropractor, Massage Therapy	P	P
Construction/Contracting – Office only	P	N
Daycare/Preschool	N	N
Mail Order/Online Distribution office w/ onsite storage	C	N
Medical/Dental Laboratory	P	N
Medical/Dental Office	P	N
Motorized and/or Non-Motorized Recreation	N	N
Municipal Facility	P	P
Non-Depository Financial Institutions (Check cashing/advance)	N	N
Optometrist with Ancillary Retail Sales	P	P
Pawnbroker, Bail Bonds, Tattoo Parlor, Second Hand Merchandise	N	N
Pharmacy with Ancillary Retail Sales	C	N
Private School (Pre-K through 12th Grade)	N	N
Professional Office	P	P
Professional Services	P	N
Public/Private Assembly	C	C
Residential – New	N	N
Residential Duplex and Multi-family – Existing only	P	P
Residential Single Family – Existing only	P	P
Security Services – Office only	P	C
Sexually Oriented Business, Escort Service	N	N
Tutoring and Educational Services	P	C
Utility Lines	P	P
Utility Substations and Control Facilities	P	P

The purpose of this amendment is to add "Bookstore" as a permitted use within the Professional Office (PO-N) Zone. Bookstores provide an important cultural and educational service to the community, fostering literacy, learning, and civic engagement. Allowing a bookstore in the PO Zone is consistent with the intent of the zone, as bookstores are low-impact, quiet, and professional in nature—comparable to offices, galleries, and similar permitted uses already allowed.

This amendment will expand opportunities for community enrichment while maintaining the character and standards of the Professional Office Zone. A bookstore generates minimal traffic, creates a safe and welcoming environment, and enhances the city's cultural and economic vitality. By including bookstores as a permitted use, Bountiful City will provide flexibility for property owners while supporting small businesses that contribute to the community's quality of life.

Adding “**Bookstore**” to the list of permitted uses in the Professional Office (PO) Zone is a low-impact, community-positive change that is consistent with the character and goals of the PO Zone. Independent and small bookstores deliver measurable local economic benefits, create community gathering places that support civic life and literacy, generate predictable and modest traffic compatible with office uses, and are used successfully by other municipalities as a permitted commercial or ground-floor use within office/transition zones. This document summarizes research findings and provides sample amendment language and implementation suggestions for the Planning Commission and City Council.

Key findings

1. **Economic and job benefits**

Independent bookstores create local jobs at a higher rate than large online retailers and return a substantial share of revenue to the local economy. Research summarized by local-economy advocacy groups and independent bookseller associations shows strong local economic multipliers for small retail businesses. For example, independent booksellers create more local jobs per sales dollar than large online competitors. [strongtowns.org+1](#)

2. **Local spending multiplier / community return**

Studies of local independent retailers find that a far greater portion of each dollar spent at a local business remains in the local economy (through wages, services, and local purchasing) compared with chain or online purchases. This “local premium” leads to increased economic activity, sales tax base, and local employment. [ced.msu.edu+1](#)

3. **Cultural and civic benefits**

Bookstores act as community hubs that host readings, book clubs, author events, and educational programs. These activities strengthen public life and complement libraries and other civic institutions, contributing to local cultural vitality and lifelong learning. Academic and sector research highlights the role of bookshops in cultural place-making and community resilience. [PMC+1](#)

4. **Compatibility with Professional Office (PO) Zone characteristics**

Bookstores are typically low-impact (low noise, limited late-night activity, low nuisances) and often have operational characteristics similar to permitted PO uses such as galleries, professional services, and low-intensity retail oriented to walkable areas. Several municipal zoning codes treat similar small retail/cultural uses as appropriate within mixed/transition office zones or at street level in office districts. [millcreekut.gov+1](#)

5. **Positive role in generating day-time foot traffic**

Evidence shows that institutions and small retail establishments (including bookstores) can create steady daytime foot traffic and help animate commercial corridors and mixed-use districts—beneficial for neighboring offices and professional services. Case studies of downtown revitalization link pedestrian-oriented retail and cultural uses to greater street-level vitality. [Urban Libraries Council+1](#)

Detailed support and evidence

A. Economic impact and local multiplier

- Research summarized by organizations supporting independent retail shows that independent stores return a higher proportion of revenue to the local economy than chains or online retailers, meaning each dollar spent at a local bookstore creates more local economic activity (jobs, secondary spending, tax revenue). This supports municipal objectives for a resilient local tax base and diverse small business ecosystem. [the American Booksellers Association+1](#)
- The Institute for Local Self-Reliance and related reporting highlight the job-creation advantages of locally owned bookstores versus major online retailers—useful to show economic upside in Planning Commission materials. [strongtowns.org](#)

B. Cultural, educational, and civic benefits

- Independent bookstores regularly host events (readings, clubs, lectures) and provide programming that increases civic engagement and literacy—outcomes that are consistent with city goals around community services and cultural life. Academic research and sector reports document bookstores’ roles in community cohesion and cultural identity. [PMC+1](#)
- Bookstores often partner with libraries, schools, and local authors—extending the City’s educational infrastructure at little or no cost to municipal budgets. [American Library Association](#)

C. Zoning compatibility and precedent

- Municipal zoning practice often allows low-impact retail and cultural uses within office transition zones or at street-level in office districts to encourage mixed-use vitality. Examples of municipal code language and commercial/office zone purposes can be provided to demonstrate how “bookstore” fits into common PO zone objectives (walkability, low impact, neighborhood services). [millcreekut.gov+1](#)
- Including bookstores as a permitted use (rather than special use) reduces unnecessary permitting friction for small business start-ups while preserving development standards (setbacks, parking, hours) that keep the PO Zone’s character intact.

D. Traffic, parking and operational impacts

- Bookstores typically generate modest vehicle trips and peak patterns that are complementary to daytime office peaks (mid-day visits, evenings for events). Their parking demands are lower than many commercial uses and can be managed with

standard PO Zone parking requirements, event notification rules, or shared parking agreements.

E. Broader planning benefits

- Allowing bookstores supports downtown/main-street vitality, complements café/food uses, encourages pedestrian activity, and improves the market for nearby professional offices (amenities help attract and retain employees). Reports on independent retail resurgence show these synergistic effects. [Harvard Business School+1](#)
-

Sources & bibliography (selected)

- Institute for Local Self-Reliance / Strong Towns (discussion of jobs and local benefits). strongtowns.org
- American Booksellers / Civic Economics local economic impact summaries. [the American Booksellers Association](#)
- Harvard Business School: “Reinventing Retail: The Novel Resurgence of Independent Bookstores” (research on independent bookstore resurgence and localism). [Harvard Business School](#)
- PMC / academic study: role of independent bookshops in local communities (case study research). [PMC](#)
- Urban Libraries Council / case studies on foot traffic and community vitality. [Urban Libraries Council](#)
- Example municipal zoning documents and PO/transition zone language (Millcreek, Las Vegas municipal code examples). millcreekut.gov+1

City Council Staff Report

Subject: Final Architectural and Site Plan for General Retail without Outside Storage at 358 West 500 South

Author: Amber Corbridge, Senior Planner

Date: October 28, 2025



Background

The applicant, Garrett Goff with *KSG BOUNTIFUL LLC* (property owner) is requesting **Final Architectural Site Plan Approval** to operate general retail without outside storage at 358 West 500 South. The property is zoned C-G (General Commercial) where this proposed use, general retail without outside storage, is listed as permitted use ([§14-6-103](#)). Previously, the property was used for vehicle parts sales. This proposed use is considered a change of use, and requires Site Plan Approval (Land Use Code [§14-6-111](#)). There are no proposed changes to the site, as shown below in Figure 1. The applicant recently sealed and restriped the existing stalls, as well as added landscape materials in the existing landscape islands (See Attached Site Photos).



Figure 1. Aerial of 358 W 500 S, Nearmap, September 2025

The Planning Commission reviewed this application on October 21, 2025, and forwarded a positive recommendation (5-0) with conditions discussed below.

Analysis

The City Council shall determine if the proposed change of use and existing site are consistent with the purpose and objectives of the Code ([14-2-301](#)). The purpose of the architectural and site plan review and approval process is:

1. To determine compliance with the Land Use Code
2. To promote the orderly and safe development of land in the City
3. To implement the policies and goals established in the Bountiful City General Plan
4. To promote the orderly layout of buildings, landscaping, walkways, lighting, and other site improvements.

The proposed use will occupy a vacant commercial building along 500 South and adding general retail to the site will benefit other surrounding businesses and meet the goals and objectives of the General Plan to attract commercial development.

Existing developments, such as this site, require a lesser review when the proposal meets the following ([14-2-304.B](#)):

1. The site is an existing development.
2. The change of use does not include significant work including additions, remodels, structure modifications, etc.
3. The intensity of the use is comparable or less to the former use in terms of parking, screening, utility capacity, etc.

The architectural and site plans have been reviewed by staff, where the intensity of the use is the same as the former use and does not impact the site's setbacks, height, landscaping, screening, parking, loading, lighting, and all other applicable standards. The existing structure is approximately 6,976 square feet (as shown in the Attached Floorplan) and requires 35 parking spaces for general business/retail. The existing site has a total of 21 parking spaces and is considered nonconforming and may continue if no additions or enlargements are made to the nonconformity. There are no proposed changes to the site.

Note: Proposed alterations, modifications, or changes may be approved by the Planning Commission only if the proposed alteration, modification or change reduces and mitigates the degree of the existing nonconformity, is in harmony with the surrounding neighborhood and is consistent with the General Plan. ([14-2-402.C](#))

UDOT Compliance

Because the site has frontage on the UDOT system and the proposal includes a site plan review by the local authority, the applicant must also comply with UDOT requirements.

Department Review

This staff report was written by the Senior Planner and was reviewed by the City Manager.

Significant Impacts

There are no significant impacts.

Recommendation

Staff and the Planning Commission recommends that the City Council review the Final Architectural and Site Plan application at 358 West 500 South and approve, subject to the following:

1. The applicant must comply with any requirements imposed by UDOT.
2. The applicant obtains necessary building permits for remodels and signage.

Attachments

1. Site Plan with Staff Review Comments
2. Floor Plan
3. Statement of Intent
4. Site Photos





PLAN REVIEW
09/24/2025 11:43:09 AM
Lloyd Cheney, Bountiful City Engineer

TYPICAL COMMENTS BLUE TEXT GRAY BACKGROUND



Reviewed by 09/22/2025
Building Department
Don Simons, Building Official

APPROVED, NO COMMENTS.

COMPLY WITH UDOT
REQUIREMENTS



Statement of Intent



We would like to change use to general retail as it is a permitted use in the zone we're in.

We are going to slurry seal and restripe the parking lot, and we're changing out the landscaping to xeriscape with drip line, rocks shrubs, and weed barrier. This was agreed to during lease negotiations.

Garrett Goff

VP of Development









City Council Staff Report

Subject: Plow Truck Purchase
Author: Kraig Christensen
Department: Water Department
Date: October 28, 2025



Background

Part of our 10-year capital budget for this year includes replacing our flatbed plow truck. We budget to replace this truck in a five-year rotation and sell the previous truck at auction.

Analysis

The truck will come as a cab & chassis and have a dump body flatbed installed. This type of truck will be used as our plow truck and salter during the winter months for snow removal at our various facilities and will also be used during our construction season to haul clean fill dirt needed for sod replacement jobs or gravel for fire hydrant installations. We can also use this truck for our bed vacuum unit for various projects.

We reached out to three different vendors for truck bids. Two bids were received.

- Salt Lake Valley Ram \$68,548
- Young Ram of Layton \$64,576

We reached out to two vendors for dump body bids. One bid was received.

- Reading Truck \$15,088

Department Review

I have reviewed the purchase with the City Manager and Public Works Director.

Recommendation

Staff recommend Council approve the 2026 Ram 5500 from Young Ram of Layton in the amount of \$64,576 with a dump body from Reading Truck in the amount of \$15,088. Total amount of \$79,664.

Significant Impacts

In the FY25-26 budget, we have \$90,000 for this replacement in our 10-year capital plan.

Attachments

none

City Council Staff Report

Subject: Line Crew Service Truck Cab & Chassis Purchase from Performance Ford Truck Country
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: October 28, 2025



Background

The Light & Power Department FY 2025-26 budget includes the purchase of a 2026, 4X4, diesel, crew cab, cab and chassis to be used for a line crew service truck. This vehicle is used in the daily operation and maintenance of the electrical system. It provides transportation and storage of all necessary tools, equipment, and safety gear for a crew to fully function. The service truck will be replacing unit #5062, a 2014 crew service truck. The service body for this vehicle has been ordered from Mountain States Industrial Service.

Analysis

Bids were requested for the cab and chassis from Larry H. Miller Ford Lincoln Draper which has the state bid, and Performance Ford Truck Country which is our local dealer. The results for bids are as follows:

Supplier/Manufacturer	Office Location	Total Price	Schedule
Performance Ford Truck Country	Woods Cross, Utah	\$72,756	90 Days
Larry H. Miller Ford Lincoln Draper	Draper, Utah	\$73,137	90 Days

The bid from Performance Ford Truck Country for the 2026 Ford F-550 Cab and Chassis meets specifications.

Department Review

This has been reviewed by the Staff and the City Manager.

Significant Impacts

The service body that was purchased earlier for \$57,484, for a total price for the vehicle of \$130,240. The budget included \$130,000 for this vehicle in the 2025-26 fiscal budget, in the Capital Vehicles account 535300-474600.

Recommendation

Staff recommends approval for the purchase of a 2026 Ford F-550, 4X4, diesel, crew cab, cab and chassis from Performance Ford Truck Country at a total price of \$72,755.

This item will be discussed at the Power Commission meeting Tuesday morning, October 28, 2025, 23, and we will bring their recommendation to the City Council meeting that night.

Attachments None.

City Council Staff Report



Subject: Ford Explorer Purchase from Performance Ford Truck Country.
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: October 28, 2025

Background

The Light & Power Department FY 2025-26 budget includes the purchase of a new 2026 Ford Explorer SUV. This vehicle will replace unit #5076. This unit will be used as a management vehicle primarily used in daily transportation, after-hour responses and meeting attendance.

Analysis

We have requested bids for a new Explorer from two suppliers, Larry H. Miller Ford Lincoln Draper, which has the state bid, and Performance Ford Truck Country, our local dealer. The results for bids are as follows:

Supplier/Manufacturer	Office Location	Total Price	Schedule
Performance Ford Truck Country	Woods Cross, Utah	\$43,234	90 Days
Larry H. Miller Ford Lincoln Draper	Draper, Utah	\$44,341	90 Days

We have reviewed the bids and believe the low bid from Performance Ford Truck Country for the 2026 Ford Explorer will meet our needs.

We will need to install radio and strobe lights to this vehicle which will be supplied by different vendors. The vehicle along with the additional items will be within the budget for the vehicle.

Department Review

This has been reviewed by the Staff and the City Manager.

Significant Impacts

The Explorer is included in the 2025-26 fiscal budget, in the Capital Vehicles account 535300-474600. The overall budget for this vehicle is \$55,000.

Recommendation

Staff recommends approval of the low bid for the purchase of a 2026 Ford Explorer, 4X4, SUV from Performance Ford Truck Country at a total price of \$43,234.

This item will be discussed at the Power Commission meeting Tuesday morning, October 28, 2025, 23, and we will bring their recommendation to the City Council meeting.

Attachments None.

City Council Staff Report



Subject: Resolution #2025-10 to approve the Fremont Solar + Battery Power Supply Agreement
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: October 28, 2025

Background

The Power department has been working to secure additional utility size solar power with a battery-storage project for several years.

The Power Department has an opportunity to purchase 5.05% or 5,000 kilowatts (kW) from the “Fremont Solar + Battery” project from the Fremont Solar LLC. The project is located is a 99 MW solar photovoltaic (PV) facility with 49.5 MW/198 MWh battery energy storage system (BESS) in Iron County, Utah. The project is collectively referred to as the Fremont Solar Project.

The developer is Longroad Energy, a highly experienced independent power producer with a strong track record in renewable energy development and operation in the US.

The agreement is a 25-year period from the Commercial Operation Date and would include the Renewable Energy Credits (RECs) and capacity rights.

This agreement is comparable to installing 500 systems on roofs in the city.

The transmission rights for this project have been secured and the power from this project will be delivered and treated as a network resource under UAMPS’ Transmission Service Operating Agreement (TSOA).

Analysis

The term of the power purchase agreement would be 25 years commencing on the commercial operation date (COD) which is anticipated to be December 31, 2027, but, no later than June 30, 2028.

The solar capacity for the project is 99 MW which is expected to be in commercial operation by December 31, 2027, but no later than June 30, 2028. The rate for the solar project is \$35.45/MWh fixed with no escalation.

The battery facility for the project is a 49.5 MW, 4-hour duration battery. The rate for the battery is \$14.14/KW-month fixed with no escalation.

The combined energy and battery rate would be between \$69/MWH and \$74/MWH depending on the degradation of the solar and BESS through the life of the project.

Department Review

This has been reviewed by the Staff and the City Manager.

Significant Impacts

This project will allow us to increase our renewable energy portfolio for the entire city.

This project will need to be backed up by the existing Power Department's power plant to provide power to the residents in the afternoons and evenings.

Recommendation

The Staff recommends approving Resolution 2025-10 and authorizes the Mayor to sign the Fremont Solar + Battery Power Supply Agreement Transaction Schedule.

This item will be discussed at the Power Commission meeting Tuesday morning, October 28, 2025, 23, and we will bring their recommendation to the City Council meeting that night.

Attachments

Resolution 2025-10

Fremont Solar + Battery Power Supply Agreement Transaction Schedule



RESOLUTION No. 2025-10

A RESOLUTION AUTHORIZING THE FREMONT SOLAR PPA PROJECT TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

MAYOR
Kendalyn Harris

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

CITY MANAGER
Gary R. Hill

WHEREAS, the City of Bountiful (the “*Member*”) owns and operates a utility system for the provision of electric energy to its residents and others (the “*System*”) and is a member of Utah Associated Municipal Power Systems (“*UAMPS*”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the “*Joint Action Agreement*”);

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Fremont Solar PPA Project, a 99 megawatt (MW) solar photovoltaic generation facility and a 49.5 MW battery storage system located in Iron County, Utah, on behalf of its members and is now prepared to enter into a 25 year power purchase agreement with Fremont Solar, LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Fremont Solar Transaction Schedule (“*Transaction Schedule*”) attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

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

Section 1. Authorization of Fremont Solar Transaction Schedule. The Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. If additional subscription becomes available, Member Representative may approve an adjustment to the Member’s kW subscription up to 5,000 kW total subscription, in which case a revised Transaction Schedule reflecting the increase will be prepared for signature. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

Section 2. Other Actions. The Chairman, Secretary, Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Transaction Schedule and the performance thereof.

Section 3. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 28 day of October, 2025.

CITY OF BOUNTIFUL

Mayor Kendalyn Harris

ATTEST AND COUNTERSIGN:

City Recorder Sophia Ward

[SEAL]

EXHIBIT A
FREMONT SOLAR PROJECT TRANSACTION SCHEDULE

FREMONT SOLAR PROJECT FIRM POWER SUPPLY AGREEMENT TRANSACTION SCHEDULE

This Transaction Schedule to the Master Firm Power Supply Agreement (together, the “Agreement”) sets forth the agreement of the Parties with respect to transaction described below through the UAMPS Firm Power Supply Project.

PURCHASER:	City of Bountiful (the “Participant”).
ENTITLEMENT SHARE:	5.0505% of UAMPS’ rights, interests and obligations under the PPA described below (the “Entitlement Share”). The Entitlement Share represents 5,000 kW of the expected Project output and associated Environmental Attributes acquired by UAMPS under the PPA.
SUPPLIER:	Fremont Solar, LLC (the “Supplier”).
PROJECT:	The Fremont Solar Project (the “Project”) is a to-be-constructed 99 MW solar photovoltaic generation facility (“PV Facility”) and a 49.5 MW battery energy storage system (“BESS”) located in Iron County.
PPA:	The Power Purchase Agreement dated as of September 12, 2025 (the “PPA”) by and between UAMPS and the Supplier with respect to the Project.
EFFECTIVE DATE:	The PPA becomes effective upon UAMPS obtaining sufficient Participant governing body approvals for the purchase of all of the output and attributes it acquires under the PPA. UAMPS anticipates satisfying these conditions within 60 days of executing the PPA.
TERM:	A 25-year delivery term commencing on COD.
PRICE:	\$35.45 per MWH for PV facility and the sum of (i) \$13.50/kW-month, and (ii) the Incremental BESS Tariff Cost divided by \$1,000,000 and multiplied by \$0.08/kW-month, rounded to the closest \$0.01/kW-month, each with no escalation; provided that if the sum of (i) and (ii) exceeds the BESS Price Cap, then the BESS Price shall equal the BESS Price Cap for BESS.
COD:	The Scheduled Commercial Operation Date of the Project (“COD”) is December 31, 2027. COD may not occur earlier than June 1, 2027 or later than June 30, 2028 except as specified under the PPA.
OTHER PROVISIONS:	
<i>Energy:</i>	UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will deliver to the Purchaser its Entitlement Share from the Project.
<i>Transmission:</i>	UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

- Administration:** UAMPS will charge and the Purchaser will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.
- Default:** The failure of Purchaser to pay any amount when due under the Agreement within three business days of written notice from UAMPS shall constitute a default by the Participant. Upon the occurrence of any such default, UAMPS may (a) cease and discontinue delivery of the energy and attributes of Participant's Entitlement Share but the Participant shall remain responsible for the payment of all costs and expenses allocable to its Entitlement Share and (b) will pursue any remedy available to UAMPS at law or in equity.
- Step-Up:** Upon a default by a Participant, UAMPS shall have the right to terminate the defaulting Participant's Entitlement Share and immediately reallocate it among the non-defaulting Participants in proportion to their existing Entitlement Shares; *provided that* no Participant's Entitlement Share may be increased by more than 25% as a result of such reallocation. The Project Management Committee shall provide direction to UAMPS with respect to the reallocation of a defaulting Participant's Entitlement Share, the disposition of reallocated Entitlement Share that may be surplus to the requirements of non-defaulting Participants, the continued "qualified use" of reallocated Entitlement Share and such other matters as it shall deem necessary.
- Other:** Any costs incurred by UAMPS due solely to this Agreement, including but not limited to the PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of the Purchasers based on their respective Entitlement Shares and invoiced through the UAMPS Power Bills.

The Participant further covenants to and agrees with UAMPS as follows:

- (a) *Maintenance of Rates.* The Participant shall establish, maintain, revise, charge and collect rates for electric service rendered by it to its customers so that such rates shall provide revenues which, together with other funds reasonably estimated to be available, will be sufficient to meet the Participant's obligations to UAMPS under this Agreement, to pay all other operating expenses of the Participant's electric system and to provide revenues sufficient to pay all obligations of the Participant payable from, or constituting a charge or lien on, the revenues of its electric system.
- (b) *Maintenance of Revenues.* The Participant shall promptly collect all charges due for electric utility services supplied by it as the same become due. The Participant shall at all times maintain and shall exercise commercially reasonable efforts to enforce its rights against any person, customer or other entity that does not pay such charges when due.
- (c) *Sale or Assignment of Electric System or this Agreement.* The Participant shall not assign this Agreement except upon the prior written approval of UAMPS given upon the direction of the Project Management Committee."
- (d) *Prudent Utility Practice.* The Participant shall, in accordance with prudent utility practice, (i) at all times operate its electric system and the business thereof in an efficient manner, (ii) maintain its electric system in good repair, working order and condition, (iii) from time to time

make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, so that at all times the business thereof shall be properly conducted, and (iv) duly perform its obligations under all power supply and transmission service agreements to which it is a party.

(e) *Operating Expenses.* The payments to be made by the Participant under this Agreement shall be payable as (i) a cost of purchased electric power and energy (ii) an operating expense of the Participant's electric system and (iii) a first charge, together with all other operating expenses, on the revenues derived from the operation of the Participant's electric system. The Participant shall include the payments to be made under this Agreement as a cost of purchased electric power and energy and an operating expense (x) in the annual operating budget of its electric system and (y) in any future resolution, ordinance or indenture providing for the issuance of debt obligations payable from the revenues of the Participant's electric system.

(f) *Future Prepay; Qualified Use.* In the event that the Project Management Committee approves a future prepayment transaction with respect to the PPA and the Participant elects to participate in such transaction with respect to all or a portion of its Entitlement Share, the Participant agrees as follows:

(i) it shall sell the energy from its Entitlement Share to retail customers located in the established service area of its municipal electric utility pursuant to generally applicable and uniformly applied rate schedules or tariffs;

(ii) it shall provide such information and certificates as may be reasonably requested by UAMPS with respect to its electric utility and its past and projected loads and resources; and

(iii) it will comply with such additional instructions as may be provided by UAMPS in order to establish and maintain the tax-exempt status of the bonds issued to finance the prepayment.

This Transaction Schedule may be signed in counterparts.

Dated this _____ day of _____, 2025.

CITY OF BOUNTIFUL

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By:_____

By:_____

Title:_____

Title:_____

City Council Staff Report



Subject: Intermountain Power Superintendents
Association Mutual Aid Agreement Approval
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: October 28, 2025

Background

Bountiful City Light & Power currently has a mutual aid agreement with the Intermountain Power Superintendents Association (IPSA). Bountiful originally signed this agreement in 2012. The IPSA organization is formed by multiply municipalities, contractors, and Co-ops. These entities cover the state of Utah, and parts of Idaho, Nevada and Arizona.

Twice Bountiful has requested mutual aid from this agreement. Once in the major wind event of 2011-2012 and once in the major wind event in 2020. In both of those events multiply entities responded to our aid bringing in approximately 100 additional personnel for disaster response.

Throughout the years there have been minor changes in the agreement to keep up with current issues and standards.

Analysis

In a recent review done by the IPSA of the mutual aid agreement it was recommended that the following paragraph be added to the document.

Governmental Immunity Act and Indemnification. Parties to this agreement that are governmental entities under the Utah Governmental Immunity Act of Utah, Utah Code §63G-7-101, et. seq., as amended, shall retain and enjoy such protection. All Parties to this agreement regardless of their status as governmental entities agree that each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and none of the Parties waive any defense available to it under the Utah Governmental Immunity Act of Utah.

The above paragraph has been added to clearly state that each entity holds the responsibility of its own personnel agents or equipment if an issue arises. In the previous document it did not clarify who was responsible for such liabilities.

When mutual aid is requested, the requested entity is not required to render aid, they have the option to or not.

Department Review

This has been reviewed by the Power Department Staff, City Manager and the City Attorney.

Recommendation

Staff recommends signing the Intermountain Superintendents Association Mutual Aid Agreement.

This item will be discussed at the Power Commission meeting Tuesday morning, October 28, 2025, 23, and we will bring their recommendation to the City Council meeting.

Attachments

Intermountain Power Superintendents Association Mutual Aid Agreement



INTERMOUNTAIN POWER SUPERINTENDENTS' ASSOCIATION MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the IPSA Members signing this Mutual Aid Agreement agree to render aid to any other Member as follows:

- 1) Request for aid. The Requesting Member agrees to make its request in writing to the Aiding member within a reasonable time after aid is needed and with reasonable specificity. The Requesting Member agrees to compensate the Aiding Member as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Members.
- 2) Governmental Immunity Act and Indemnification. Parties to this agreement that are governmental entities under the *Utah Governmental Immunity Act of Utah*, Utah Code §63G-7-101, *et. seq., as amended*, shall retain and enjoy such protection. All Parties to this agreement regardless of their status as governmental entities agree that each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and none of the Parties waive any defense available to it under the *Utah Governmental Immunity Act of Utah*.
- 3) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Member. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 4) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station, the Aiding Member shall submit to the Requesting Member an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 5) Charges to the Requesting Member. Charges to the Requesting Member from the Aiding Member shall be as follows:
 - a) Labor force. Charges for labor shall be in accordance with the Aiding Members standard policy regular and overtime hourly rates. The Aiding Member shall not charge for benefits provided to employees while working under this Mutual Aid Agreement.
 - b) Equipment. There will be no Charges for equipment, such as bucket trucks, digger derricks and other equipment used by the Aiding Member. If Equipment is rented, the actual cost of rental may be charged to the Requesting Member after written approval is received by Aiding Member. Actual fuel charges for equipment may be submitted.
 - c) Materials. All materials supplied by the Aiding Member shall be billed at their actual or replacement cost.
 - d) Transportation. The Aiding Member shall transport needed personnel and equipment by reasonable and customary means to the Requesting Members location and shall charge actual costs (wages at hourly rate, regular or overtime) for such transportation.
 - e) Fuel. Actual fuel costs incurred for transportation to, from and during this agreement may be submitted for reimbursement to the Requesting Member.
 - f) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the actual costs incurred by the Aiding Member.
- 6) Counterparts. The signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 7) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

IPSA Member Entity _____

Address _____

Authorized by _____ (please print)

Title _____

Signature _____ Date _____

City Council Staff Report

Subject: Power Poles Purchase from Stella-Jones
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: October 28, 2025



Background

Our Inventory of distribution wood power poles is running low, and we need to replenish it. The poles will be used to replace damaged or rotten poles on the system and for new construction projects throughout the city.

Analysis

We have received quotes for these poles from Stella-Jones in Tacoma, Washington. They are a single source item because no other supplier provides butt treated poles.

25 (ea) 35' class 3 Western Red Cedar
25 (ea) 45' class 3 Western Red Cedar

Distributor/Manufacturer	Total Price	Delivery
Stella-Jones Tacoma, Washington	\$55,192	11-12 weeks

Department Review

This has been reviewed by the Power Department Staff and City Manager.

Significant Impacts

The 50 Distribution poles will be purchased and placed into inventory until they are used.

Recommendation

Staff recommend approval of the power pole purchase from Stella-Jones for the total amount of \$55,192.

This will be taken to the Power Commission on Tuesday morning, October 28, 2025. We will bring their recommendation to the meeting on Tuesday evening.

Attachments

None

City Council Staff Report



Subject: 150 KVA ABB Transformer Purchase from Irby.
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: January 14, 2025

Background

Transformers purchase lead times continue to be an issue and the time to get them delivered continues to be a factor in keeping an adequate inventory. During the course of our routine maintenance, we have discovered two transformers that need to be replaced, and we have a need to install one on a new project. We need an additional transformer above what we currently have on inventory to meet our needs.

Analysis

We have checked with the local suppliers and Irby currently has one (1) transformer in stock to meet our needs.

1 (ea.) 150 KVA three phase Pad

Staff is recommending that we purchase the transformer from Irby because the transformer is in stock.

Department Review

This has been reviewed by the Power Department Staff and the City Manager.

Significant Impacts

This transformer will be purchased and placed into inventory until they are needed.

Recommendation

The Staff recommends approval to purchase the one (1) 150 KVA ABB transformer from Irby for the sum of \$20,000.

This item will be discussed at the Power Commission meeting Tuesday morning, October 28, 2025, 23, and we will bring their recommendation to the City Council meeting.

Attachments.

None

City Council Staff Report

Subject: Second Amendment, Bountiful Fiber Contract
Author: Galen D. Rasmussen, Assistant City Manager
Department: Executive
Date: October 28, 2025



Background

Bountiful City's Fiber project was approved by the City Council in 2023 following an extensive period of study, and with public input. The construction was accomplished by UTOPIA using B Jackson Construction as the main contractor with UTOPIA now serving as the City's partner for marketing and network management/operations.

A contract was established for the construction and network operations of Bountiful Fiber dated May 23, 2023 with a first amendment dated September 10, 2024 to add a new 2.5 Gbps speed tier to the City's offerings. That amendment covered a trial period to add up to 300 connections at the 2.5 Gbps speed tier with the city paying a one-time fee of \$150 per connection. The \$150 fee was set by UTOPIA to cover the additional equipment and labor costs necessary for UTOPIA to offer this speed tier. The amended contract specified a 300-connection level to test customer interest in this speed offering and a subsequent reevaluation of the 2.5 Gbps connection offering by both UTOPIA and the City when the 300-connection level was achieved.

Analysis

As of August 2025, the agreed upon number of 300, 2.5 Gbps connections was not only achieved, but 12 additional connections were installed for residents as well. Based on the agreement as stated in the first amendment to the original contract with UTOPIA, the City and UTOPIA must now decide whether to continue offering 2.5 Gbps service as a speed tier on Bountiful Fiber and under new terms.

Recently, City staff consulted with UTOPIA representatives on the matter of continuing the 2.5 Gbps service. Both UTOPIA and City staff agreed that the 2.5 Gbps speed tier has been popular, economically viable, and desirable from a competitive marketplace perspective. Given this assessment, both parties recommend utilizing the same arrangement in which the City would continue to pay a \$150 one-time fee per connection but this time without a limit on the number of connections going forward. A second contract amendment has been prepared for this purpose and forwarded to the City by UTOPIA.

Department Review

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

Significant Impacts

None

Recommendation

Based on the popularity, economic viability, and competitive nature of the marketplace for a 2.5 Gbps speed tier, staff recommends that the City Council adopt Resolution 2025-11. This resolution is made for the purpose of adopting a second amendment to the Fiber Network Management Services Agreement Between Utah Telecommunication Open Infrastructure Agency (UTOPIA) and Bountiful. This second amendment provides for continuance of a 2.5 Gbps speed tier with the city paying a one-time fee of \$150 per connection without a specified number of connections.

Attachments

- Resolution 2025-11

BOUNTIFUL



Bountiful City Resolution No. 2025-11

MAYOR
Kendalyn Harris

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

CITY MANAGER
Gary R. Hill

A RESOLUTION ADOPTING A SECOND AMENDMENT TO THE FIBER NETWORK CONSTRUCTION AND NETWORK MANAGEMENT SERVICES AGREEMENT BETWEEN UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY (UTOPIA) AND BOUNTIFUL

WHEREAS, the City of Bountiful (“City”) desires to continue a 2.5 Gbps service level offering on the Bountiful Fiber Network, an amendment is required to the existing Fiber Network Construction and Network Management Services Agreement between Utah Telecommunications Open Infrastructure Agency and Bountiful City and Network Management Services Agreement (First Amendment) Dated September 10, 2024; and,

WHEREAS, UTOPIA, the City Manager, and Assistant City Manager have determined a need for continuing the 2.5 Gbps speed option on the Bountiful Fiber Network;

NOW THEREFORE BE IT RESOLVED by the Bountiful City Council as follows:

Section 1. A Second Amendment to the Fiber Network Construction and Network Management Services Agreement between Utah Telecommunications Open Infrastructure Agency and Bountiful City is attached as Exhibit A to the resolution.

Section 2. The City Manager and staff are authorized and directed to take such steps as necessary to implement the above changes by having the Mayor sign the Second Amendment to the Fiber Network Construction and Network Management Services Agreement between Utah Telecommunications Open Infrastructure Agency and Bountiful City.

Section 3. This resolution shall take effect immediately upon adoption.

Adopted by the City Council of Bountiful, Utah, this 28th day of October, 2025.

Kendalyn Harris, Mayor

ATTEST:

Sophia Ward, City Recorder

**Second Amendment To The Fiber Network Construction And Network Management Services
Agreement Between Utah Telecommunication Open Infrastructure Agency And Bountiful**

**SECOND AMENDMENT TO THE FIBER NETWORK CONSTRUCTION
AND NETWORK MANAGEMENT SERVICES AGREEMENT BETWEEN
UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY
AND BOUNTIFUL**

THIS SECOND AMENDMENT TO THE FIBER NETWORK CONSTRUCTION AND NETWORK MANAGEMENT SERVICES AGREEMENT (hereinafter "**Second Amendment**"), is made effective the 28th day of October, 2025, by and between BOUNTIFUL CITY, ("**Bountiful**") a municipal corporation and political subdivision of the state of Utah and UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY, an interlocal entity and political subdivision of the State of Utah, ("**UTOPIA**"), (UTOPIA and Bountiful are sometimes referred to individually as a "**Party**" and collectively as "**Parties**" herein).

RECITALS

WHEREAS, Bountiful and UTOPIA previously entered into the Network Construction and Network Management Services Agreement Attached as Exhibit A ("Service Agreement") dated May 23, 2023 and entered into the First Amendment to the Fiber Network Construction and Network Management Services Agreement (First Amendment) Dated September 10, 2024; and

WHEREAS, pursuant to Paragraph 4.1 of the Service Agreement, UTOPIA and Bountiful may provide additional service options upon mutual written agreement; and

WHEREAS, UTOPIA desires to provide to Bountiful and Bountiful desires to provide to their customers a 2.5Gbps service and the Parties recognize that the equipment necessary to provide that service represents an upfront hardware investment; and

WHEREAS, the Parties desire to amend the Service Agreement by amending **Paragraph 4.I(a)** and **Exhibit A** to provide for a one-time charge for infrastructure costs of \$150 in order to provide a 2.5Gbps offering and to make that charge ongoing above the 300 units provided for in the First Amendment;

NOW THEREFORE, the Parties agree to amend Exhibit A to the Service Agreement as follows:

1. Amended "Exhibit A". "**Exhibit A**" entitled "NETWORK MANAGEMENT SERVICES" is amended as follows:

PRICE FOR SERVICES

I. Design and Buildout of System

All materials, project management, engineering, construction, and deployment services provided to Bountiful by UTOPIA shall be paid for by Bountiful in the amount of the Construction Services Fee as described in Section 2.3 of the Agreement. **Notwithstanding Section 2.3 of the Agreement, a one-time charge of \$150 to offset the additional equipment costs shall be charged to Bountiful by UTOPIA on each 2.5Gbps connection.**

2. Conflict. In the event there is any conflict between the terms of this Second Amendment, the First Amendment and the Service Contract, this Second Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Service Contract Amendment to be duly executed effective on the Second Service Contract Amendment Effective Date as set forth in the initial paragraph herein.

BOUNTIFUL CITY

UTAH TELECOMMUNICATION OPEN
INFRASTRUCTURE AGENCY,an
interlocal cooperative agency and a
political subdivision of the State of Utah,

KENDALYN HARRIS
Mayor

ROGER TIMMERMAN
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

General Counsel

City Council Staff Report



Subject: Mosquito Abatement District–Davis Proposed Property Tax Increase
Author: Bradley Jeppsen
Department: Legal
Date: October 28, 2025

Background

Under Utah Code § 17B-1-1003, when a special district proposes to increase its property tax revenue, the legislative body that appointed a member to that district's board (in this case, the Bountiful City Council) must be notified of the proposal. The City's appointed representative, is required to submit a record of the proposed tax increase to the City Council and ensure it is placed on a City Council agenda within 40 days of receipt.

Subsection (3)(c)(i)–(ii) of the statute further provides that the City Council shall allow public and legislative comment regarding the proposed tax increase and so we can record the Council's sentiment on the proposal. The City's appointed board member, Councilman Murri, can then report that sentiment back to the Mosquito Abatement District–Davis Board at its public hearing.

The City Council's role is advisory and informational only. No formal vote or motion approving or denying the increase is required.

Analysis

The Mosquito Abatement District–Davis proposes to increase its property tax rate from .000093 to .000117. For a residence with an average taxable value of \$600,000, the annual mosquito abatement tax would rise from \$30.69 to \$38.61, an increase of \$7.92 per year.

If adopted, the District's budgeted property tax revenue would increase by approximately \$1,000,000, representing a 26.18% increase over the prior year's property tax revenue, excluding new growth.

According to the District, the primary purposes of the proposed tax increase include:

- Construction of new pesticide storage facilities;
- Planning for future growth;
- Expanding mosquito surveillance and laboratory capacity; and
- Purchasing new mosquito adulticide products with remaining revenues after meeting construction loan obligations.

A public hearing on the proposed increase is scheduled for December 11, 2025, at 7:00 p.m., at 85 North 600 West, Kaysville, Utah.

Department Review

This report has been prepared by the Bountiful City Legal Department and reviewed by the Finance Director and City Manager.

Significant Impacts

The Mosquito Abatement District–Davis provides vital public health services throughout Davis County, including mosquito control and disease prevention efforts in Bountiful. The proposed tax increase will modestly impact local taxpayers but is intended to enhance the District's capacity and long-term operational infrastructure.

The City Council's obligation under Utah Code § 17B-1-1003(3)(c) is to:

1. Provide an opportunity for public comment on the proposed increase; and
2. Ensure that the Council's sentiment regarding the increase is recorded and transmitted by Councilman Murri to the District Board.

This ensures transparency and communication between the District and the City while respecting the District's independent taxing authority.

Recommendation

Staff recommends that the City Council:

1. Receive and record the Mosquito Abatement District–Davis's notice of proposed tax increase;
2. Allow public comment in accordance with Utah Code § 17B-1-1003(3)(c)(i); and
3. Record the Council's sentiment on the proposal for Councilman Murri to convey to the Mosquito Abatement District–Davis Board pursuant to Utah Code § 17B-1-1003(3)(c)(ii).

No formal vote or motion approving or denying the proposed tax increase is required.

Attachments

1. Mosquito Abatement District–Davis Notice of Proposed Tax Increase.

City/County Notification Requirements

- City Council/County Commission will be notified and a record submitted of the tax increase.
- The Record should indicate the Intent and purpose of the property tax increase, the dollar amount of the increase, The percentage of increase, and impact on the average household
- Once the City/County have the record they have 40 days to get it on the council agenda.
- The city/county representative for that entity would submit the record.
- The city/county does not vote or make a motion on the record or the increase.

Agenda item – Mosquito Abatement District-Davis Proposed Tax Increase

The Mosquito Abatement District-Davis is proposing to increase its property tax revenue. The Mosquito Abatement District-Davis tax on a \$600,000.00 (average value of Davis County residence) residence would increase from \$30.69 to \$38.61, which is \$7.92 per year. If the proposed budget is approved, Mosquito Abatement District-Davis would receive an additional \$1,000,000.00 in property tax revenue per year as a result of the tax increase. If the proposed budget is approved, Mosquito Abatement District-Davis would increase its property tax budgeted revenue by 26.18% above last year's property tax budgeted revenue excluding new growth

The primary purpose for the proposed tax increase is construction of new pesticide storage facilities. Also building for future growth and to increase mosquito surveillance and lab capacity. Any other revenues above financial obligations for building construction loan will be used to increase the purchase of a new mosquito adulticide product.

Current Year Tax Rate	Estimated Next Year Tax Rate
.000093	.000117

PUBLIC HEARING

Date/Time: Location: December 11, 2025 at 7:00. 85 North 600 West, Kaysville, UT. 84037

City Council Staff Report



Subject: Regulation of Events and Film Production in Bountiful City
Author: Bradley Jeppsen
Department: Legal
Date: October 28, 2025

Background

Bountiful City frequently receives applications for events that impact public property and the daily lives of residents. These events include races, festivals, parades, and increasingly, film productions. While the City currently has an event application process, it is not codified in ordinance. During study sessions on September 9th and 23rd, the Council opted to codify the event permit application with an expanded process for multi-day events.

Analysis

The ordinance creates a clear and structured process for regulating events on public property in Bountiful City. It defines various types of events and sets timelines for permit applications, including expedited options. Larger or recurring events must submit detailed plans addressing traffic, sanitation, and neighborhood impact, ensuring that public resources and spaces are used responsibly.

One of the ordinance's strengths is its emphasis on reducing impacts on nearby residents and businesses. It requires advance notice for closures, prohibits overnight camping, and limits event duration and frequency. These measures help preserve neighborhood character and prevent overuse of public areas.

Enforcement provisions include both criminal and civil penalties for unauthorized events, along with the city's authority to remove unapproved structures. The appeals process offers a fair path for reconsideration, and constitutional protections for free speech and assembly are explicitly upheld, with fee waivers for qualifying nonprofits.

Overall, the ordinance strikes a balance between encouraging public gatherings and protecting community interests. It promotes transparency, accountability, and operational efficiency, making it a strong foundation for managing events in a growing city.

Department Review

The Bountiful City Legal, Parks, Public Works, Police Department and City Recorder have collaborated and worked together on the proposed ordinances.

Significant Impacts

The ordinance will reduce conflicts between event organizers and residents by requiring advance notice and impact mitigation. It empowers the city to maintain order and accessibility in public spaces, especially during high-traffic or long-duration events. The enforcement mechanisms and clear definitions provide legal clarity, while the constitutional safeguards ensure that civic expression remains protected. Overall, the ordinance enhances transparency, accountability, and community harmony in the use of public property.

Recommendation

Staff recommends that the City Council adopt Option 1 Draft Ordinance 2025-15, codifying the City's event application process and applying it consistently to all events, including film productions. This approach best balances resident impacts, administrative efficiency, and constitutional protections while supporting cultural and economic activity in the City.

Attachments

1. Draft Ordinance 2025-15 – Event Regulation

BOUNTIFUL

Bountiful City
Ordinance No. 2025-15

MAYOR
Kendalyn Harris

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

CITY MANAGER
Gary R. Hill

**AN ORDINANCE ESTABLISHING REGULATIONS FOR EVENTS HELD ON PUBLIC
PROPERTY WITHIN THE CITY OF BOUNTIFUL, UTAH**

WHEREAS, the Bountiful City Council recognizes the need to regulate the use of public property for organized events to ensure public safety, equitable access, and minimal disruption to residents and businesses;

WHEREAS, the City has determined that a formal permitting process is necessary to manage traffic, sanitation, noise, and other impacts associated with public events;

WHEREAS, the City Council finds it in the best interest of the municipality and the general health, safety, and welfare of the public to adopt this ordinance;

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

Section 1. Ordinance Amendment. Title 6 Chapter 18 of the Bountiful City Code is hereby adopted as follows:

Title 6. Public Works and Property

Chapter 18. Use of Public Property for an Event

6-18-101. Definitions.

6-18-102. Permit Required.

6-18-103. Standard Event Permit.

6-18-104. Expedited Event Permit.

6-18-105. Late Event Permit.

6-18-106. Multi-Day and Ongoing Events.

6-18-107. Compliance With Other Laws.

6-18-108. Constitutional Rights and Waivers.

6-18-109. Penalties.

6-18-110. Appeals.

6-18-111. Severability.

6-18-101. Definitions.

For the purposes of this Chapter, the following terms shall have the meanings indicated:

(a) Public Property means any property, facility, street, sidewalk, park, building, lot, right-of-way, or other area owned, leased, or managed by Bountiful City.

(b) Event means any gathering, celebration, demonstration, competition, or other organized activity not hosted, sponsored, or cosponsored by Bountiful City, that requires the use of Public Property in a manner that:

(1) Excludes or limits access by members of the public to any portion of Public Property;

(2) Obstructs public roads, parking lots, or sidewalks;

(3) Requires the temporary closure or restriction of public rights-of-way; or

(4) Occupies a majority (more than 50%) of the available spaces within any City-owned parking lot or facility.

(c) Multi-Day Event means any Event that lasts more than forty-eight (48) consecutive hours, including time for set-up, operation, and take-down.

(d) Ongoing Event means any Event or series of Events that cumulatively require use of Public Property for more than seventy-two (72) hours in a twelve-month period, including set-up, operation, and take-down.

(e) Notice means a written statement that includes a brief description of the event, its dates and times, any road, sidewalk, or trail closures, and the contact information of a person who can answer questions about the event or closures on behalf of the applicant. Notice may be delivered in person, left in a conspicuous location at the entrance of the property, or sent by first-class mail.

(g) Impacted Resident means any property owner, resident, or registered agent of a residence or business that is located within 400 yards of a road or sidewalk closure, or whose only access to their property will be restricted by the event.

6-18-102. Permit Required.

(a) No person shall conduct or sponsor an Event on Public Property without first obtaining an Event Permit issued by Bountiful City.

(b) Applications shall be submitted in writing on forms provided by the City.

(c) No charge shall be assessed for a standard Event Permit application, except as provided in Sections 6-18-104 and 6-18-105.

6-18-103. Standard Event Permit.

(a) An application for a standard Event Permit shall be submitted no less than ten (10) business days prior to the scheduled Event.

(b) The City shall review and approve, approve with conditions, or deny the application within five (5) business days after receipt.

(c) If approved, the Permit shall authorize the Event subject to compliance with all applicable laws, ordinances, and conditions of approval.

6-18-104. Expedited Event Permit.

(a) An application for an expedited Event Permit may be submitted no less than five (5) business days prior to the scheduled Event.

(b) The applicant is advised that the City may be unable to review or approve the application before the scheduled Event.

(c) An application fee of one hundred and fifty dollars (\$150.00) shall accompany the expedited application.

(d) If the City is unable to act upon the application before the scheduled Event date, the application fee shall be refunded in full.

6-18-106. Multi-Day and Ongoing Events.

(a) Applications for Multi-Day Events or Ongoing Events shall include:

(1) A description of the proposed Event schedule;

(2) Anticipated attendance;

(3) Plans for traffic control, sanitation, and noise mitigation, and a road closure map;

(4) Parking plan that minimizes the impact of the Event parking on the surrounding area.

(5) Any other information requested by the City including measures proposed to minimize impacts on surrounding neighborhoods.

(b) In considering such applications, the City shall evaluate the potential impact on nearby residents and businesses, including traffic, parking, and noise.

(c) The City may, at its discretion, impose additional reasonable conditions on the Event to mitigate adverse impacts on citizens.

(d) The City may deny any Multi-Day or Ongoing Event that it determines to be unreasonably disruptive to the nature of the community.

(e) No overnight camping shall be permitted as part of a Multi-Day or Ongoing Event.

(f) An Event shall not exceed a total duration of seven (7) consecutive days and no more than fourteen (14) total days in a twelve (12) month period. This duration limit includes all time for set-up, operation, and take-down.

(g) No more than one Event may be approved for the same area. Priority shall be given to the first completed event application received by the City.

6-18-107. Compliance With Other Laws and Notice.

(a) All Events authorized under this Chapter shall comply with all other applicable federal, state, and local laws, including but not limited to:

1. The Bountiful City Noise Ordinance;
2. The Bountiful City Park Reservation process; and
3. Any other relevant provisions of the Bountiful City Code.

(b) If an Event requires the use of a City park, the park reservation process shall be completed through a separate application, independent of the Event Permit process under this Chapter.

(c) All Events authorized under this Chapter shall ensure that access to Public Property is maintained for City departments, including but not limited to routes for garbage collection, emergency services (Police/Fire), and utility maintenance (Water Department).

(d) Multi Day and Ongoing Event organizers must provide no less than 48 hours' Notice to all Affected Residents.

6-18-108. Constitutional Rights and Waivers.

(a) Bountiful City recognizes and supports the constitutional rights of citizens to free speech and peaceful assembly. Nothing in this Chapter shall be construed to prohibit, impede, or restrict the exercise of those rights.

(b) Application fees may be waived for non-profit organizations or groups seeking to exercise their constitutional rights to assemble or speak in a manner consistent with this Chapter.

6-18-109. Penalties.

(a) Any person who conducts or sponsors an Event on Public Property without an approved Event Permit, or who violates any condition of an issued Permit, shall be guilty of a Class B misdemeanor.

(b) In addition to criminal penalties, Bountiful City may remove, at the expense of the owner, any property, structures, equipment, or vehicles placed on Public Property in violation of this Chapter.

(c) The remedies and penalties set forth in this Chapter are not exclusive, and additional civil or criminal penalties under state law or other provisions of the Bountiful City Code may apply.

6-18-110. Appeals

Any individual whose event application has been denied may appeal the denial to the City Manager or the City Manager's designee at any time prior to the scheduled event. The appeal must be submitted in writing to the City Recorder, must include all relevant information supporting the appeal, and must clearly identify the grounds for reconsideration. The City Manager or designee shall issue a written decision on the appeal within five (5) business days of receipt.

6-18-111. Severability.

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Chapter.

Section 2. Effective Date. This Ordinance shall become effective immediately upon passage.

Kendalyn Harris, Mayor

Attest:

Sophia Ward, City Recorder

Adopted by the City Council of Bountiful, Utah, this 28th day of October 2025.

Kendalyn Harris, Mayor

Attest:

Sophia Ward, City Recorder