



BOUNTIFUL CITY COUNCIL

**Tuesday, April 28th, 2026
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

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 meetings held on March 10th and 24th, 2026 pg. 3
4. BCYC Report
5. Council reports
6. Consider approval of expenditures greater than \$1,000 paid on April 8th and 15th, 2026 pg. 17
7. Consider appointment of Jamie Titensor and Jeff Thorpe to the Power Commission – Mayor Kate Bradshaw pg. 21
8. Consider approval of Ordinance No. 2026-03 amending the Land Use Code regarding Residential Multi-Family Zones and Access Standards pg. 23
9. Consider approval of a proposal from Electrical Reliability Services for NW Substation testing in the total amount of \$74,925 – Mr. Allen Johnson pg. 63
10. Consider approval of the purchase of two PMH-9 pad-mounted switchgear units, including necessary fuse holders, from Irby in the total amount of \$27,380 – Mr. Allen Johnson pg. 65
11. Consider approval of boundary line adjustments for the Davis County Library remodel – Mr. Lloyd Cheney pg. 67
12. Consider approval of a proposal from Rolfe Excavating & Construction and award of the contract for the 2026 Water Line Projects at the unit prices submitted – Mr. Lloyd Cheney pg. 81
13. Consider approval of Resolution No. 2026-07 approving an Interlocal Cooperation Agreement with Davis County for the Community Development Block Grant Program for Federal Fiscal Years 2027, 2028, and 2029 – Mr. Bradley Jeppsen pg. 85
14. Adjourn



City Recorder

Minutes of the
BOUNTIFUL CITY COUNCIL
March 10, 2026 – 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

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|----------|----------------------------|--|
| Present: | Mayor | Kate Bradshaw |
| | Councilmembers | Mille Segura Bahr, Dan Bell, Beth Child, Richard Higginson, Matt Murri |
| | City Manager | Gary Hill |
| | Asst City Manager | Tyson Beck |
| | City Attorney | Brad Jeppsen |
| | City Engineer | Lloyd Cheney |
| | Finance Director | David Burgoyne |
| | Chief of Police | Ed Biehler |
| | Dispatch Center Supervisor | Amy Waldron |
| | Recording Secretary | Maranda Hilton |

Mayor Bradshaw called the meeting to order at 6:03 pm and welcomed those in attendance.

HYPER NON-EMERGENCY CALL TAKING – CHIEF ED BIEHLER

Chief Biehler explained to the Council that keeping the dispatch center fully staffed has been a big issue and concern for the past couple of years. He said that a strategic plan has been created and is being put in place to help address the causes and to help mitigate the effects for both employees and residents. He explained that this proposal to purchase and adopt a phone call system is a component of that plan and he believes it will help the dispatchers be less stressed and overworked. He said that staff went to trade shows and researched different products and found that a company called Hyper makes software that answers and routes up to 75% of all non-emergency calls. He said Hyper has the only product that also offers CAD integration, which inputs the call information directly into the dispatcher software system so that officers can be dispatched more easily and efficiently when needed. This software has also been vetted by IT Department staff and the Davis Area Public Safety Server (DAPPS) for security compliance, explaining that all personal information collected by the software will remain fully protected and owned by the City. He explained that the software uses AI that sounds like a real person to answer calls coming to the non-emergency line and is advanced enough to understand a caller’s intent regardless of phrasing, detect location and learn local landmarks, switch languages as needed, detect emotional distress and tone, and has context memory. If at any time the AI senses the caller is frustrated with the system or detects that the call should be escalated to emergency status, it will route the call to a live dispatcher.

Chief Biehler explained that Hyper will give Bountiful City a 3-month trial period at a reduced price, and if the City decides to keep it, they will then pay the remaining annual contract amount. Normal pricing is 90 cents per call, but they negotiated down to 75 cents per call. Staff

1 estimates the software will handle about 80,000 calls in a year, or approximately \$60,000. The
2 contract has a price lock for three years and can be cancelled at any time. Chief Biehler said they had
3 a user's meeting with the other entities that Bountiful dispatches for and all parties were supportive of
4 trying this software and willing to share the cost of it as needed. However, staff decided that
5 Bountiful will pay for it this first year.

6 He said the next step will be to have Hyper come out to install and configure the system, so
7 employees can begin training on and testing it with live support from Hyper.

8 The Council and Mayor asked more detailed questions about how exactly the software will
9 function in certain situations, where the company is located, if they are a public or private company,
10 how the use of the AI technology will comply with new state laws, how long this product has been on
11 the market, and the scope of customer support we are expecting to receive. Chief Biehler answered
12 the questions the best he could, adding that he feels confident that testing this product could greatly
13 improve dispatch operations and that the contract is flexible enough to be low risk if they decide it
14 does not perform well. Hyper has seemed very motivated to have Bountiful as a satisfied customer
15 and has been very helpful and responsive, and the other software users he spoke to (San Diego
16 Sheriff's Office, Colorado State Highway Patrol, and Lyon County 911) were very satisfied with the
17 product.

18 The Council thanked him for his work and the research he did finding this software and asked
19 him to convey their appreciation to all the dispatchers who are working overtime to serve our
20 community.

21
22 **ECONOMIC DEVELOPMENT STRATEGY – GUIDING PRINCIPLES – MR. GARY HILL**

23 Mayor Bradshaw asked Mr. Hill if he would prefer to move this item to the regular meeting
24 due to time being low. He answered that he could introduce it and suggested they move it to the next
25 work session for discussion. The Council said that was fine.

26 Mr. Hill explained that he gathered the Councilmember's responses from the retreat in
27 January about Economic Development and created four goals and six guiding principles based on
28 their input. He asked that the Council and Mayor look them over and give him feedback either via
29 email or at the next work session.

30 The goals are 1. Have stable and sufficient revenue to provide high-quality public services, 2.
31 Expand the range of businesses and amenities available to residents, 3. Enhance community vitality
32 and livability, and 4. Support the long-term success of local businesses.

33 The guiding principles are 1. Build on local identity, 2. Protect the City's existing tax base
34 and businesses (i. Focus on sales tax generation, ii. Carefully consider land use policies/decisions that
35 affect the tax base), 3. Leverage City resources to encourage private investment, 4. Redevelop
36 underused properties, 5. Protect and enhance Main Street, 6. Invest in infrastructure that promotes
37 access to businesses.

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39 The work session ended at 6:56 pm.

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41
42 **Regular Meeting – 7:00 p.m.**
43 **City Council Chambers**

44
45 Present: Mayor Kate Bradshaw
46 Councilmembers Mille Segura Bahr, Dan Bell, Beth Child, Richard

1		Higginson, Matt Murri
2	City Manager	Gary Hill
3	City Attorney	Brad Jeppsen
4	City Engineer	Lloyd Cheney
5	Finance Director	David Burgoyne
6	Power Director	Allen Johnson
7	Chief of Police	Ed Biehler
8	Network Administrator	Dan Urban
9	Parks Director	Brock Hill
10	Dispatch Center Supervisor	Amy Waldron
11	Recording Secretary	Maranda Hilton

12
13 **WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER**

14 Mayor Bradshaw called the meeting to order at 7:02 pm and welcomed those in attendance.
15 Mr. Gary Davis led the Pledge of Allegiance and Mr. Chris Okelberry, Stone Creek Stake Presidency,
16 offered a prayer.

17
18 **PUBLIC COMMENT**

19 The time for public comment was opened at 7:05 pm.

20 Mr. Gary Davis (resident) said that Bountiful Dispatch covers a very large area, doing
21 dispatch for seven police departments (North Salt Lake, West Bountiful, Woods Cross, Bountiful,
22 Centerville, Kaysville, and Farmington Police Departments) and three fire agencies (South Davis
23 Metro Fire, Farmington Fire, and Kaysville Fire). He also stated, regarding public comments that
24 were made at the January 27th Council meeting, how much it disheartens him to hear so many people
25 speak out and directly ask elected officials to ignore federal laws and encourage young people to
26 demonize and hate those that enforce the laws that Congress has created.

27 Ms. Cozette Keyes (resident) said she was there on behalf of Bradley Badger (resident) who is
28 blind and is requesting auditory indicators be installed at Main St/1000 N, Pages Ln/200 W, 200
29 W/1000 N, Main St/400 N. Also, on behalf of Karen Lindsey Shirts (resident), she explained that
30 Country Stations on 200 West by the Recreation Center has a big parking problem and Ms. Shirts
31 would like the City to allow Country Stations to convert the large grassy area in the center of the
32 development into a parking lot. She added that this would conserve water, that the grassy area is
33 rarely used, and that each unit would still have grass in front of it and landscaping along the street
34 would remain intact.

35 Mr. Michael Crockett (resident) shared that he felt our country was becoming a place where
36 people did not have any boundaries and that sharing an opinion that differed from someone else's
37 might end in violence, with retaliation happening everywhere. He said he did not want to see
38 America give rise to fascism and become Hitler's Germany.

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40 The time for public comment was closed at 7:14 pm.

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42 **CONSIDER APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS HELD ON**
43 **JANUARY 13TH AND 27TH, 2026**

44 Councilmember Bahr made a motion to approve the minutes as written and Councilmember
45 Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bell, Child,
46 Higginson, and Murri voting "aye."

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BCYC REPORT

Councilmember Murri reported that the BCYC will host its annual easter egg hunt from 9-10:30 am on March 28th at Bountiful Town Square.

COUNCIL REPORTS

Mayor Bradshaw took a moment to welcome Mr. David Burgoyne to the meeting as the new Finance Director.

Councilmember Bell reported that one of the software vendors used by the SDRD had a cyber-attack recently, resulting in the district being unable to use it for a number of days, which impacted operations quite a bit. No personal data was stolen, but the district is now looking at other software options. He thanked Mr. Tyson Beck, Mr. David Burgoyne, and the IT staff for the work they did to get the district up and running again so quickly. He also reported that the boiler at the recreation center is not operational and likely needs to be replaced. The new ice ribbon chiller just arrived last week, but the season is over and they had a good season overall even with the rain impacting their New Year's numbers.

Councilmember Bahr thanked Councilmember Child for her efforts to have the streets lined with American flags for Fire Chief Stewart's funeral procession. She said it was so meaningful for everyone there and for our grieving community and thanked her for spearheading the team effort to make that happen.

Councilmember Child thanked Councilmember Bahr for saying that and gave a lot of credit to the Bountiful Jeep Posse and the Bountiful Community Service Council for making it happen. She announced the upcoming fundraising concert, Carpenter's Platinum, on March 28th at Woods Cross High and encouraged everyone to purchase tickets now. She also announced that the Bountiful's Got Talent Auditions will be held in mid-May and that Bountiful Philharmonia will be performing at an outdoor concert on July 4th this year. There will also be other activities that day as part of the America250 celebrations. She reported that the BDAC was coming to an end of a very successful art show that had a lot of sales and traffic. Lastly, she thanked emergency responders for their kindness and professionalism as they responded to a distress call in Mueller Park this morning.

Councilmember Murri reported that mosquito season is already here and warned people to be ready.

Councilmember Higginson reported that the Historic Preservation Committee is working hard to prepare for their part in the America250 celebrations. He also asked the Mayor, Council, and staff if they would consider putting decorations on the light poles and at City Hall as part of the celebration. He said he liked what he saw as he drove through Santa Clara recently and wondered if Bountiful could do something similar.

Mayor Bradshaw began her report with an America250 update. She reported that the committee met and talked about creating a landing page on the City website and that each of the five subcommittees have now met and that Mr. Dester and Ms. Perkes will be meeting this Saturday to gather the reports and they will have another full meeting the following Saturday. In response to Councilmember Higginson's request, she said she would ask the Communications subcommittee if they could arrange outdoor banners and decorations. She reported that the state legislature is adjourned, saying that the Utah League of Cities and Towns worked hard to help stop "bad" bills, pass "good" ones and help make the "in-between" bills better. She gave an update on the property tax bill from Rep. Karen Petersen that passed and thanked Mr. Gary Hill for his contributions to that bill. She also reported that the Fire District is still transitioning after the loss of Chief Stewart; Jeff Larson

1 has been put in as Interim Chief and the Fire Board has been examining all the elements and figuring
2 out how to structure the positions and operations of the District in a sensitive way that will help
3 correct anything that may need correction.

4
5 **CONSIDER APPROVAL OF:**

- 6 a. **EXPENDITURES GREATER THAN \$1,000 PAID ON FEBRUARY 18TH AND 25TH,**
7 **2026**
8 b. **JANUARY 2026 FINANCIAL REPORTS**

9 Councilmember Bahr made a motion to approve the expenditures and the January 2026
10 Financial Report, and Councilmember Bell seconded the motion. The motion passed with
11 Councilmembers Bahr, Bell, Child, Higginson, and Murri voting “aye.”

12
13 **CONSIDER APPROVAL OF POLICE LAPTOP PURCHASE FROM ENHANCED**
14 **TECHNOLOGY SOLUTIONS IN THE TOTAL AMOUNT OF \$70,006 – MR. DAN URBAN**

15 Mr. Dan Urban explained that this purchase is for 18 ruggedized laptops for patrol officers.
16 He explained that the IT staff noticed the laptops currently being used by the patrol officers often
17 needed warranty repairs, so staff started to research laptops with more reliable performance that could
18 withstand the frequent movement between the patrol cars and their workstations. He also explained
19 that moving the current laptops between the cars and the workstations is inefficient and often
20 interferes with the officer’s duties. The IT Department found these ruggedized laptops and tested
21 them and liked them very much. The laptops mount inside the vehicles much easier and faster, which
22 will hopefully help with the workflow issues that the current laptops create, and reduce the damage
23 being caused to the computers.

24 Mayor Bradshaw asked if new docking stations will need to be purchased in addition to the
25 laptop. Mr. Urban said yes and explained that the officers currently have both a laptop and a desktop
26 computer with a workstation, but this will be replaced by a new setup that includes one laptop and
27 one mount each for their car and their desk.

28 Councilmember Child asked what “ruggedized” means exactly. Mr. Urban said they can
29 withstand falls, spills, and rain, and they have more ports, a built-in cellular connection, and
30 biometric facial and fingerprint recognition, which is very useful for the officers.

31 Councilmember Bell made a motion to approve the laptop purchase from Enhanced
32 Technology Solutions and Councilmember Child seconded the motion. The motion passed with
33 Councilmembers Bahr, Bell, Child, Higginson, and Murri voting “aye.”

34
35 **CONSIDER APPROVAL OF THE PURCHASE OF NON-EMERGENCY CALL TAKING**
36 **SOFTWARE FROM HYPER IN THE TOTAL AMOUNT OF \$60,000 – CHIEF ED**
37 **BIEHLER**

38 Chief Biehler explained how staff shortages in the Police Dispatch Center have been affecting
39 their department and the employees. He said that part of their departmental plan to help with this
40 problem was finding a software that can field non-emergency calls and take some of the stress off the
41 dispatchers in that way. The dispatch center received about 75,000 non-emergency calls in 2025. He
42 reported that staff found a company called Hyper that has AI software that is capable of handling
43 75% of those calls. Bountiful will have a 90-day test period to use the software and determine if it
44 will be useful. After that they can choose to enter a 3-year price-locked contract with the ability to
45 cancel at any time. They negotiated down to a rate of 75 cents per call and staff estimates it will cost
46 between \$13,000 and \$20,000 for the first year. He added that the cost will potentially be mitigated

1 entirely by some cost reductions to computers and software they made recently and can be absorbed
2 into their budget.

3 Mayor Bradshaw asked how staff will know if a member of the public has an issue with the
4 call-taking software and how those issues will be logged and addressed. Chief Biehler said there is an
5 audit process in place where staff can look at the transcripts from calls to evaluate them and make
6 changes to their settings as needed.

7 Councilmember Bahr clarified that this software would only be used for non-emergency calls,
8 never for 911 calls. Chief Biehler affirmed that it would never be used for emergency calls, and that
9 the software is capable of immediately transferring calls to the emergency line if it detected an
10 emergency was taking place.

11 Councilmember Bell asked how the payment of \$60,000 was decided if the cost is based on a
12 rate of 75 cents per call. Chief Biehler explained that \$60,000 for the down-payment is based on the
13 estimated number of calls the software will handle, but they will reconcile it at the end of the year
14 depending on the actual number of calls.

15 The Council and Mayor said they appreciated the Chief’s work on this and said they hope it
16 will be a big help to the dispatchers.

17 Councilmember Murri made a motion to approve the purchase of the software from Hyper
18 and Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bahr,
19 Bell, Child, Higginson, and Murri voting “aye.”

20
21 **CONSIDER APPROVAL OF THE PROPOSAL FROM DIRT TEK TRAILS FOR THE**
22 **HOLBROOK TRAILS CONSTRUCTION PROJECT IN THE TOTAL AMOUNT OF**
23 **\$229,883 – MR. BROCK HILL**

24 Mr. Brock Hill explained that these two trails in Holbrook Canyon will help people access 15
25 miles of trails that have already been built on the ridge above the Bountiful temple, and will
26 hopefully relieve some of the traffic currently being pushed to Mueller Park and other nearby
27 trailheads. One of the trails, Kinglet, is bi-directional but “preferred climbing” and the other, Fool’s
28 Gold, is bi-directional but “preferred down.” The trails are in the middle of a NEPA study, as
29 required by the Forest Service, but will hopefully be able to begin construction in the next month or
30 two. Kinglet is set for completion in 2026 and Fool’s Gold for 2027, but if staff can secure more
31 funding, both trails could be completed in 2026. Mr. Brock Hill explained that staff received 4 bids
32 from companies, disqualified the one from Forefront for being incomplete, and are recommending the
33 approval of the proposal from Dirt Tek Trails based on their price and their previous experience.

34 Mayor Bradshaw talked about how having these trails will improve the trails system a lot,
35 especially since the existing trails in Holbrook are very difficult for downhill mountain bikers.

36 Councilmember Child made a motion to approve the proposal from Dirt Tek Trails and
37 Councilmember Murri seconded the motion. The motion passed with Councilmembers Bahr, Bell,
38 Child, Higginson, and Murri voting “aye.”

39
40 **CONSIDER APPROVAL OF THE PROPOSALS FOR THE BIG ROCK TRAILS**
41 **CONSTRUCTION PROJECT FROM:**

42 **A. BIG BLUE EXCAVATION FOR SCHEDULE 1 IN THE TOTAL AMOUNT OF**
43 **\$36,475**

44 **B. AVID TRAILS FOR SCHEDULE 2 IN THE TOTAL AMOUNT OF \$48,119 – MR.**
45 **BROCK HILL**

1 Mr. Brock Hill explained that the Big Rock Trail has finally been released after being
2 “on hold” for user management questions and technical terrain challenges since 2022 and is
3 now ready to be constructed. Staff decided to put it out to bid in two separate schedules; one
4 for the lower 250 feet of the trail that contains significant technical challenges and will require
5 a lot of rock work; and another schedule for the upper portion that can be built primarily with
6 machines. Staff received four bids for Schedule 1 and three bids for Schedule 2. It is
7 recommended that the low bids from each be accepted; Big Blue Excavation for Schedule 1
8 and Avid Trails for Schedule 2. Mr. Brock Hill explained that the funds for this project have
9 already been obtained, but they may be able to secure additional funds from an outdoor grant.

10 Mayor Bradshaw asked if the upper and lower portions will be constructed
11 simultaneously or in sequence. Mr. Brock Hill answered that the contractors will be working
12 independently from one another, but will both be overseen by Bountiful’s Trail Construction
13 Manager, Mr. Bob Radke, to ensure they are following all Forest Service guidelines, etc.

14 Councilmember Bell asked how much money is in the grant reimbursement fund. Mr.
15 Gary Hill said he did not know the exact number, but that he had checked and there was
16 enough to cover this project’s expenses.

17 Councilmember Bahr asked how the grants were assigned to be used. Mr. Brock Hill
18 answered that some of the funds were specifically designated for use on the planning and
19 designing of the trails, and some of the funds were designated for the actual construction.

20 Councilmember Bahr made a motion to approve the proposals from Big Blue
21 Excavation and from Avid Trails for their respective contracts and Councilmember Higginson
22 seconded the motion. The motion passed with Councilmembers Bahr, Bell, Child, Higginson,
23 and Murri voting “aye.”
24

25 **CONSIDER APPROVAL OF LAND USE CODE TEXT AMENDMENT: CHANGE OF USE –**
26 **SITE PLAN APPROVAL – MR. FRANCISCO ASTORGA**

27 Mr. Francisco Astorga explained that staff recently evaluated the process of Site Plan
28 approval requirements in the Commercial Zone in an effort to determine if changes should be made.
29 Currently, a Site Plan approval is required for any new construction and any change in use within the
30 Commercial Zone. The current standard does not distinguish between high-impact redevelopment
31 and routine tenant turnover, which can cause unnecessary delays for businesses and developers
32 because Site Plan approvals must go through the Planning Commission and the City Council. Staff is
33 therefore proposing an amendment to section 14-6-111 of the Land Use Code regarding site plan
34 approvals that would only require site plan approvals for 1) New construction that increases building
35 square footage, modifies the building footprint, increase height, or substantially alters a primary
36 street-facing façade, excluding ordinary maintenance, repair, or minor exterior alterations, 2) Any
37 change in use that results in an increase in the number of required parking spaces pursuant to Chapter
38 18 exceeding twenty percent (20%) over the most recently approved use; or 3) Any change in use that
39 requires site modifications otherwise subject to site plan approval under this Title.

40 Councilmember Murri asked if there is a fee for site plan approvals. Mr. Astorga said there is
41 a fee for site plan approvals and added that there would not be a fee for staff review.

42 Councilmember Bahr asked how many site plans are submitted every year. Mr. Astorga said
43 they receive about one application every two to three months.

44 Councilmember Bahr made a motion to approve the land use text code amendment and
45 Councilmember Murri seconded the motion. The motion passed with Councilmembers Bahr, Bell,
46 Child, Higginson, and Murri voting “aye.”

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CONSIDER APPROVAL OF THE INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS OR PUBLIC TRANSIT PROJECT REIMBURSEMENT FROM DAVIS COUNTY – MR. LLOYD CHENEY

Mr. Lloyd Cheney explained that Bountiful City applied for and received grant money from Davis County to be used for three enhanced pedestrian crossings (one located on 400 North and two located on 500 South). Mr. Cheney said that the Traffic Safety Committee met last week to discuss these crossings. He said the plan is to install a crossing on the west side of the 400 North/200 East intersection. This crossing will have signs and flashing beacons, and the left turn for EB traffic will be eliminated to make room for a pedestrian refuge island in the middle of the street. He explained that this crossing is very wide, so the pedestrian refuge island will be a wonderful addition. This neighborhood has several other access points, so eliminating this left turn lane should not have a big impact on drivers trying to enter this neighborhood.

The crossings at 500 South will be at 100 East and at 200 East. The committee discussed these crossings at length and decided they would rather not follow the staff recommendation to eliminate the left turn lanes, citing the interruption of traffic flow to school pick-up locations in that area. Mr. Cheney said that he agreed with the vote of the committee on this point and explained that the crossings at these locations will be similar to the one on 400 North with the addition of signs and flashing beacons but will not eliminate the left turn lanes and will not have pedestrian refuge islands.

Lastly, Mr. Cheney explained that the grant from the County gives the City until June 2027 to complete the construction of the crossings and the City must match 20% of the total cost.

Councilmember Murri said he was excited to see enhanced crossings at these locations.

Councilmember Child asked if these crossings would have auditory signaling as well. Mr. Cheney said yes, auditory signaling will be included in these improvements.

Mayor Bradshaw asked if the money not being spent on the two refuge islands could be repurposed for other projects. Mr. Cheney said he would find out.

Councilmember Bahr made a motion to approve the interlocal agreement with Davis County for funds and Councilmember Child seconded the motion. The motion passed with Councilmembers Bahr, Bell, Child, Higginson, and Murri voting “aye.”

CLOSED SESSION TO DISCUSS THE ACQUISITION OR SALE OF REAL PROPERTY, PENDING LITIGATION AND/OR TO DISCUSS THE CHARACTER AND/OR COMPETENCY OF AN INDIVIDUAL(S) (UTAH CODE §52-4-205) – MR. BRADLEY JEPSEN

Councilmember Higginson made a motion to adjourn to a closed session and Councilmember Murri seconded the motion. The motion passed with the following roll call vote:

- Higginson aye
- Bahr aye
- Child aye
- Murri aye
- Bell aye

The regular session was adjourned at 8:40 pm.

The closed session began at 8:47

1 Present: Mayor Bradshaw, Councilmembers Bahr, Bell, Child, Higginson and Murri,
2 Mr. Gary Hill, Mr. Bradley Jeppsen, Chief Biehler.
3

4 Councilmember Higginson made a motion to leave the closed session and return to the regular
5 meeting, and Councilmember Bahr seconded the motion. The motion passed with Councilmembers
6 Bahr, Bell, Child, Higginson, and Murri voting “aye.”
7

8 **ADJOURN**

9 The regular meeting was reopened at 9:45 pm.
10

11 Councilmember Bell made a motion to adjourn, and Councilmember Murri seconded the
12 motion. The motion passed with Councilmembers Bahr, Bell, Child, Higginson, and Murri voting
13 “aye.”
14

15 The meeting was adjourned at 9:45 pm.

Mayor Kate Bradshaw

City Recorder

PENDING

Minutes of the
BOUNTIFUL CITY COUNCIL
March 24, 2026 – 6:30 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 – 6:30 p.m.
City Council Chambers

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|----------|---------------------|--|
| Present: | Mayor | Kate Bradshaw |
| | Councilmembers | Mille Segura Bahr, Dan Bell, Beth Child, Richard Higginson |
| | City Manager | Gary Hill |
| | Asst City Manager | Tyson Beck |
| | City Attorney | Brad Jeppsen |
| | City Engineer | Lloyd Cheney |
| | Planning Director | Francisco Astorga |
| | Recording Secretary | Maranda Hilton |
| Excused: | Councilmember | Matt Murri |

Mayor Bradshaw called the meeting to order at 6:31 pm and welcomed those in attendance.

ECONOMIC DEVELOPMENT STRATEGY – GUIDING PRINCIPLES – MR. GARY HILL

Mr. Gary Hill led a discussion about Bountiful’s Economic Strategy and asked the Council and Mayor for their feedback about the guiding principles and the purpose statement he drafted. They gave their feedback and all decided that this topic warranted more discussion, so it was decided that they would add it to future work sessions as needed until it is complete.

The work session ended at 7:04 pm.

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

- | | | |
|----------|-------------------|--|
| Present: | Mayor | Kate Bradshaw |
| | Councilmembers | Mille Segura Bahr, Dan Bell, Beth Child, Richard Higginson |
| | City Manager | Gary Hill |
| | Asst City Manager | Tyson Beck |
| | City Attorney | Brad Jeppsen |
| | City Engineer | Lloyd Cheney |
| | Planning Director | Francisco Astorga |
| | Water Director | Kraig Christensen |
| | Power Director | Allen Johnson |

1 Public Works Engineer Brad Clawson
2 Asst City Engineer Todd Christensen
3 Recording Secretary Maranda Hilton
4 Excused: Councilmember Matt Murri

5
6 **WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER**

7 Mayor Bradshaw called the meeting to order at 7:08 pm and welcomed those in attendance.
8 Mayor Bradshaw led the Pledge of Allegiance and Mr. Paul Reeve, Mueller Park Stake, offered a
9 message on religious liberty.

10
11 **PUBLIC COMMENT**

12 The time for public comment was opened at 7:14 pm.

13 Ms. Emily Bagley (resident) shared concerns on behalf of the family of someone who came to
14 the U.S. over 10 years ago seeking asylum, was recently detained by I.C.E., and has not been heard
15 from since. She also shared that an acquaintance was recently taken by I.C.E. at their last green card
16 appointment. She expressed her concerns that human rights are being violated by this agency and
17 read a letter that Martin Luther King Jr. wrote from Birmingham jail.

18 The time for public comment was closed at 7:18 pm.

19
20 **CONSIDER APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS HELD ON**
21 **JANUARY 15TH, 16TH, AND FEBRUARY 24TH, 2026!**

22 Councilmember Higginson made a motion to approve the minutes as written, and
23 Councilmember Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bell,
24 Child, and Higginson, voting “aye.”

25
26 **COUNCIL REPORTS**

27 Councilmember Higginson reported that he met with the Power Commission this morning
28 where he heard a great presentation from Mr. Jess Pearce of the Power Department. He proposed that
29 the presentation be shared with the public and asked the Council for their approval.

30 Councilmember Child reported that the Planning Commission did not meet because of the
31 caucuses, but they will meet again next week. She also reported that the food drive on March 14th
32 gathered 193k pounds of food for the food pantry. She encouraged people to attend the Carpenter’s
33 Platinum fundraiser concert on March 28th at Woods Cross HS. She reported that America250
34 celebration plans are in full swing and thanked Mr. Tyson Beck and Ms. Sophia Ward for their help
35 setting up a calendar page on the City’s website for all the events. Lastly, she reported that the BDAC
36 will begin their Davis School District art show this weekend.

37 Councilmember Bahr did not have a report.

38 Councilmember Bell did not have a report.

39 Mayor Bradshaw reported on behalf of Councilmember Murri that the BCYC will host their
40 annual Bunny Hop this Saturday from 9 am to 10:30 am at Town Square.

41
42 **CONSIDER APPROVAL OF EXPENDITURES GREATER THAN \$1,000 PAID ON MARCH**
43 **4TH AND 11TH, 2026**

44 Councilmember Higginson made a motion to approve the expenditures and Councilmember
45 Bell seconded the motion. The motion passed with Councilmembers Bahr, Bell, Child, and
46 Higginson, voting “aye.”

1
2 **CONSIDER APPROVAL OF THE PURCHASE OF A PUMP AND MOTOR FROM**
3 **WIDDISON WELL SERVICES IN THE TOTAL AMOUNT OF \$54,440 – MR. KRAIG**
4 **CHRISTENSEN**

5 Mr. Kraig Christensen explained that this pump purchase is for the Viewmont well, which has
6 just been through a major rehabilitation and is ready to be put back online. This pump will not put as
7 much strain on the well, which will hopefully make it last longer. This was budgeted for as a
8 contingency item for \$60,000.

9 Councilmember Bell asked how long the pump should last. Mr. Christensen said pumps that
10 are run every day generally last from 5 to 7 years, but this well only runs during peak demand times,
11 so it should last at least ten years.

12 Councilmember Bell made a motion to approve the pump purchase from Widdison Well
13 Service and Councilmember Child seconded the motion. The motion passed with Councilmembers
14 Bahr, Bell, Child, and Higginson, voting “aye.”

15
16 **CONSIDER APPROVAL OF A PROJECT MANAGEMENT SERVICES PROPOSAL FOR**
17 **2026 TRAILS CONSTRUCTION FROM CREATIVE TRAILS, LLC IN THE AMOUNT OF**
18 **\$41,100 – MR. TODD CHRISTENSEN**

19 Mr. Todd Christensen explained that the City has found it very beneficial to work with a trails
20 professional project manager as we build more and more trails from the Master Trails Plan. He said
21 this year the City is working with three different contractors trying to complete more trails in Mueller
22 Park Canyon, so staff sent out an RFP for a trails professional and received three proposals back. He
23 said that Creative Trails, LLC submitted a very good proposal and was the lowest bidder, and they
24 have done work for the City previously and have a great track record of excellent work. This contract
25 will have the option for renewal in 2027 if both parties desire. The funding for these projects is from
26 the same source being used to construct the trails.

27 Councilmember Higginson asked how many trails in Mueller Park are hiking-only trails. Mr.
28 Todd Christensen answered that only one of the trails is hiking-only, and the rest are multi-use (non-
29 motorized) trails.

30 Councilmember Bahr made a motion to approve the proposal for project management services
31 from Creative Trails, LLC and Councilmember Child seconded the motion. The motion passed with
32 Councilmembers Bahr, Bell, Child, and Higginson, voting “aye.”

33
34 Mayor Bradshaw asked to move to agenda item 12.

35
36 **CONSIDER APPROVAL OF A BID FOR THE 2026 STREET RECONSTRUCTION**
37 **PROJECT FROM BLACK FOREST PAVING AT THE UNIT PRICES LISTED IN THE BID**
38 **TABULATION – MR. LLOYD CHENEY**

39 Mr. Brad Clawson explained that the Engineering Department decided to organize the 2026
40 Street Reconstruction contract into three different schedules; one for the systematic rehabilitation
41 work on 400 South from 200 West to Main Street, one for needed reconstruction work on 100 East
42 and 1650 South, and one for 50 West, which was damaged during the construction of Bountiful
43 Elementary. The 50 West project was listed as a contingency depending on how discussions with the
44 school district went. Mr. Clawson explained that staff received 11 bids for this contract with the
45 lowest bidder being Black Forest Paving, who has done extensive work for the City previously and
46 whom we have a good report with.

1 Mr. Clawson then gave an update on the discussion with the school district, saying that Black
2 Forest will probably not be doing the work on 50 West, so the cost will be less than originally
3 planned for.

4 Mr. Lloyd Cheney added that we will likely use city crews to do asphalt and finish work
5 while the district's contractor completes the major reconstruction work because the window of
6 opportunity during summer break is so short. This will ensure the work is completed on time and
7 Black Forest still has plenty of work to accomplish during this season, so they are fine with it.

8 Councilmember Higginson made a motion to approve the bid from Black Forest Paving at the
9 unit prices in the bid tabulation and Councilmember Bahr seconded the motion. The motion passed
10 with Councilmembers Bahr, Bell, Child, and Higginson, voting "aye."

11
12 **CONSIDER APPROVAL OF RESOLUTION NO. 2026-04, AUTHORIZING AN AMENDED**
13 **AND RESTATED POWER POOLING AGREEMENT WITH UTAH ASSOCIATED**
14 **MUNICIPAL POWER SYSTEMS – MR. ALLEN JOHNSON**

15 Mr. Allen Johnson explained that this resolution has to do with the Energy Day Ahead Market
16 (EDAM) requirements. Bountiful City is part of Utah Associated Municipal Power Systems
17 (UAMPS), which is part of PacifiCorp, and PacifiCorp joined the California Independent System
18 Operator (CAISO) which includes the EDAM, so Bountiful City is now required to meet all EDAM
19 requirements. This revised pooling agreement will give UAMPS the authority to purchase power for
20 Bountiful in order to meet the resource sufficiency requirements. This includes day-ahead market
21 purchases up to one year in advance. This contract will be indefinite, but can be cancelled with 5-
22 years notice, however that would entail unwinding many other contracts. It is staff, Power
23 Commission, and the City Attorney and Manager's recommendation to approve this new pooling
24 agreement with UAMPS.

25 The Council and Mayor asked questions about how this new agreement will potentially
26 impact Bountiful's future power purchases. Mr. Johnson answered that Bountiful will still be able to
27 look ahead and purchase power just as it always has, but in the case that we did not purchase
28 sufficient power, UAMPS could come in and purchase for us. It will help the cities who have a hard
29 time with resource planning, but Bountiful plans to be as proactive it has always been at looking
30 ahead to secure competitive pricing. This agreement will also not stop Bountiful from finding and
31 purchasing the types of resources we prefer.

32 Councilmember Bell made a motion to approve Resolution No. 2026-04 and Councilmember
33 Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bell, Child, and
34 Higginson, voting "aye."

35
36 **CONSIDER APPROVAL OF THE PURCHASE OF OKONITE CABLE FROM IRBY IN**
37 **THE AMOUNT OF \$119,580 – MR. ALLEN JOHNSON**

38 Mr. Johnson explained that he needs to purchase cable for several projects on the budget for
39 this year and next year. He said that this cable is a single source cable that will be used on the NW
40 Substation, has a 40-year warranty and is really great to work with. Staff and the Power Commission
41 recommend this purchase.

42 Councilmember Higginson made a motion to approve the purchase of Okenite Cable from
43 Irby and Councilmember Child seconded the motion. The motion passed with Councilmembers Bahr,
44 Bell, Child, and Higginson, voting "aye."

1 **CONSIDER APPROVAL OF A DIRECTIONAL BORING BID FROM CACHE VALLEY**
2 **ELECTRIC IN THE AMOUNT OF \$303,031 – MR. ALLEN JOHNSON**

3 Mr. Johnson explained that every Spring the City bids out their streetlight repair projects. This
4 year they will also add a project on 2600 South to the contract. Cache Valley Electric had the lowest
5 bid for this contract, and the City has collaborated with them a lot and never had a problem. He added
6 that they found another streetlight failure after they received the bids back, so they asked Cache
7 Valley if they would add it to their bid and they had no problem with the additional work.

8 Councilmember Bahr made a motion to approve the directional boring bid from Cache Valley
9 Electric and Councilmember Child seconded the motion. The motion passed with Councilmembers
10 Bahr, Bell, Child, and Higginson, voting “aye.”

11
12 **CONSIDER APPROVAL OF RESOLUTION NO. 2026-05, APPROVING AN INTERLOCAL**
13 **COOPERATION AGREEMENT WITH DAVIS COUNTY FOR HIGHWAY OR PUBLIC**
14 **TRANSIT PROJECT REIMBURSEMENT – MR. LLOYD CHENEY**

15 Mr. Cheney said that this staff report was in error and asked to table this item to a future
16 meeting.

17
18 **ADJOURN**

19 Councilmember Child made a motion to adjourn the meeting and Councilmember Bell
20 seconded the motion. The motion passed with Councilmembers Bahr, Bell, Child, and Higginson,
21 voting “aye.”

22
23 The meeting was adjourned at 8:00 pm.

Mayor Kate Bradshaw

City Recorder

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000 paid
April 8 & 15, 2026
Author: David Burgoyne, Finance Director
Department: Finance
Date: April 28, 2026

Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000, paid April 8 & 15, 2026.

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00**Paid April 8, 2026**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>	
1393	BTS LANDSCAPING PROD	Landfill Operations	585820 462400	Contract Equipment	7,312.50	250420 125		Tubgrinding Vermeer TG 400 Grinder Rental	
1393	BTS LANDSCAPING PROD	Landfill Operations	585820 462400	Contract Equipment	16,146.25	250420 124		Tubgrinding 2/10-3/30/2026	
1761	CONFAB, INC.	Water	515100 448400	Dist Systm Repair & Maint	1,365.00	250425 72631		Meter Rings	
1815	CROFT POWER EQUIPMEN	Golf Course	555500 425000	Equip Supplies & Maint	1,039.98	250426 208160		Weeder - Cust # 14728	
1924	DELL MARKETING L.P.	Computer Maintenance	616100 429300	Computer Hardware	3,422.62	250427 10869381742		I.T. Laptop - Cust # 13129956	
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	12,202.00	250428 76643		Tree Trimming	
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	4,104.10	250442 443433		Road Base - Cust # BCTY07399	
8635	LARSEN LARSEN NASH &	Legal	104120 431100	Legal And Auditing Fees	3,850.00	250443 03312026		March 2026 Legal Fees	
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	1,671.56	250450 S107735956.001		Misc. Parts/Supplies - Cuts # 18498	
3195	MOUNTAINLAND SUPPLY	Golf Course	555500 426100	Special Projects	1,094.24	250450 S107724971.001		Misc. Parts/Supplies - Cust # 18500	
3271	NETWIZE	Computer Maintenance	616100 429200	Computer Software	3,904.25	250453 27087		Email Archive	
3562	PRIORITY DISPATCH CO	PSAP - E911	104219 423000	Travel & Training	7,200.00	250459 SIN435346		Annual Maintenance for Bountiful P.D.	
5553	PURCELL TIRE AND SER	Refuse Collection Operations	585800 425000	Equip Supplies & Maint	4,254.79	250462 280138055		Tires/Service - Cust # 2801867	
5553	PURCELL TIRE AND SER	Landfill Operations	585820 425000	Equip Supplies & Maint	4,205.60	250462 280138263		Tires/Service - Cust # 2801867	
3649	RASMUSSEN EQUIPMENT	Landfill Operations	585820 425000	Equip Supplies & Maint	8,623.41	250464 102111116		Repairs and Supplies - Acct # 09503	
15056	RDO EQUIPMENT CO.	Streets	104410 425000	Equip Supplies & Maint	1,142.62	250466 P61584R2		Misc. Parts/Supplies - Acct # 61110002	
4775	ROCKY MOUNTAIN VALVE	Water	515100 448400	Dist Systm Repair & Maint	5,999.60	250469 INV-01901		Stone Ridge	
3982	SOUTH DAVIS METRO FI	Fire	104220 431000	Profess & Tech Services	733,538.00	250473 03192026		Quarterly Fire & EMS Services Assessment	
4045	STATE FIRE	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,017.15	250476 12668740		Extinguisher	
4045	STATE FIRE	Recycle Collection Operations	585810 426000	Bldg & Grnd Suppl & Maint	1,017.15	250476 12668740		Extinguisher	
4051	STATE OF UTAH	PSAP - E911	104219 413060	Unemployment Reimb	1,848.60	250478 04012026		RODGERS UNEMPLOYMENT	
4051	STATE OF UTAH	Landfill Operations	585820 431300	Environmental Monitoring	2,302.98	250477 04072026		Bountiful Landfill Solid Waste Qt Fee	
4131	T-MOBILE	Police	104210 428000	Internet & Telephone Expense	1,639.77	250482 03222026		Account # 992894616	
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,286.25	250483 0414682		Bulk Oil - Acct # 000275	
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	34,221.80	250483 0414874		Fuel - Acct # 000275	
4229	TOM RANDALL DIST. CO	Landfill Operations	585820 425000	Equip Supplies & Maint	2,100.65	250483 0414665		Bulk Oil - Acct # 000138	
4281	TWIN D INC.	Storm Water	494900 462400	Contract Equipment	14,298.75	250486 823467 RI		Cleaning Storm Drains - Cust # 4592160	
16258	WASATCH ENVIRONMENTA	Landfill Operations	585820 431300	Environmental Monitoring	3,313.60	250495 38188		Site Investigation for Landfill Monitoring	
15839	WM RECYCLE AMERICA	Recycle Collection Operations	585810 431550	Recycling Processing Fees	11,316.54	250498 IAC7667720		Recycling Fees	
					TOTAL:	895,439.76			

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00**Paid April 15, 2026**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1164	ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,077.50	250504	6728475-00	Misc. Parts/Supplies - Cust # 6000052
1164	ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,437.50	250504	6706390-01	Misc. Parts/Supplies - Cust # 6000052
16205	BURT BROTHERS	Government Buildings	104160 425000	Equip Supplies & Maint	1,195.24	250507	3415-8829031	Tires/Service - Cust # UT-300376
2229	FRODSHAM BETTER LAWN	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,045.00	250526	153318	Lawn Care/ Treatment - Cust # 38992
2229	FRODSHAM BETTER LAWN	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,500.00	250526	152626	Lawn Care/ Treatment - Cust # 38992
2350	GREEN SOURCE, L.L.C.	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,940.00	250530	26081	Lawn Care for Bountiful Parks
2350	GREEN SOURCE, L.L.C.	Parks	104510 426000	Bldg & Grnd Suppl & Maint	3,000.00	250530	26048	Lawn Care for Bountiful Parks
2350	GREEN SOURCE, L.L.C.	Cemetery	595900 425000	Equip Supplies & Maint	4,150.00	250530	26095	Lawn Care for Bountiful Cemetery
15422	GRISWOLD INDUSTRIES	Water	515100 448400	Dist Systm Repair & Maint	2,662.57	250531	940651	Misc. Parts/Supplies - Acct # 9408
16280	HYPERYOU, INC	Police	104210 429200	Computer Software	15,000.00	250539	INV-0012	Phase 1 Pilot 20,000 Calls
15574	ISLAND VIEW PLUMBING	Golf Course	555500 426020	Clubhouse Building Maintenance	4,308.25	250541	4230	Labor / Repairs
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	1,512.54	250543	15799	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	6,818.58	250543	15756	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	8,692.38	250543	15772	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	9,817.74	250543	15783	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	12,086.82	250543	15743	Patching - Cust # BOUN02610
16278	LINDSEY, DONNA	Cemetery	595900 448040	Repurchase of Cemetery Lots	1,000.00	250546	04012026	Cemetery Lots
16257	MCFADDEN, KEVIN	Finance	104140 423000	Travel & Training	1,269.06	250551	04132026	Trvl&Train expense for Tyler Connect Conf.
16203	MURDOCK CHRYSLER DOD	Streets	104410 425000	Equip Supplies & Maint	1,714.00	250555	3004878	Turbo Actuator
3458	PETERBILT OF UTAH, I	Streets	104410 425000	Equip Supplies & Maint	4,101.84	250600	1111431PU	Misc. Parts/Supplies - Acct # 457
5553	PURCELL TIRE AND SER	Landfill Operations	585820 425000	Equip Supplies & Maint	7,567.20	250605	280138398	Tires & Service - Cust # 2801867
13120	RECYCLE IT	Landfill Operations	585820 448000	Operating Supplies	5,915.00	250607	10832	Mattress Recycling for March 2026
3812	SAFETY SUPPLY & SIGN	Streets	104410 441300	Street Signs	2,928.48	250610	197693	Misc. Parts/Supplies - Cust ID 00330
6957	SPRINKLER SUPPLY, CO	RAP Tax	838300 426100	Special Projects	36,153.07	250616	X77126	RAP Tax Grant for fiscal year 2025-2026
15960	SWANNIES GOLF	Golf Course	555500 448240	Items Purchased - Resale	1,113.16	250622	702241	Men's Wear
4217	TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	6,112.26	250624	922676756	Golf Balls - Acct # US00021802
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,990.30	250625	0415039	Diesel Exhaust - Acct # 000275
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	36,308.85	250625	0415550	Fuel - Acct # 000275
10811	UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	113,900.00	250629	CONBF-028	March 2026 Fiber network connect fees
4522	WATERFORD SYSTEMS	Water	515100 448400	Dist Systm Repair & Maint	2,311.47	250634	193012	Cylinder Scale
15839	WM RECYCLE AMERICA	Recycle Collection Operations	585810 431550	Recycling Processing Fees	9,045.59	250636	IAC8006202	Recycling Services
TOTAL:					309,674.40			

City Council Staff Report



Subject: Appoint Jamie Titensor to the Power Commission
Author: Sophia Ward, City Records and Gary Hill, City Manager
Date: April 22nd, 2026

Background:

The Power Commission is made up of seven individuals, one of whom is a City Councilmember. The appointees, other than the City Councilmember, serve for a period of four years, at the end of which they need to be reappointed or replaced. Currently, there are two vacant positions on the Power Commission.

Jamie is a physics teacher at Viewmont High School with a strong interest in energy, power, and electrical systems. She brings valuable knowledge and perspective that we believe will benefit the Commission's work.

Analysis

Mr. Titensor has indicated she would like to serve on the Power Commission.

Department Review

The review was completed by the City Manager

Significant Impacts

None

Recommendation

It is recommended that the Council approve the appointment of Ms. Jamie Titensor to the Power Commission for a term of four years, ending on April 28th, 2030.

Attachments

None

City Council Staff Report



Subject: Appoint Jeff Thorpe to the Power Commission
Author: Sophia Ward, City Records and Gary Hill, City Manager
Date: April 22nd, 2026

Background:

The Power Commission is made up of seven individuals, one of whom is a City Councilmember. The appointees, other than the City Councilmember, serve for a period of four years, at the end of which they need to be reappointed or replaced. Currently, there are two vacant positions on the Power Commission.

Jeff holds a bachelor's degree in finance and business management and previously served as CFO for a multi-state architectural firm. He brings valuable expertise and perspective that will benefit the Commission's work.

Analysis

Mr. Thorpe has indicated he would like to serve on the Power Commission.

Department Review

The review was completed by the City Manager

Significant Impacts

None

Recommendation

It is recommended that the Council approve the appointment of Mr. Jeff Thorpe to the Power Commission for a term of four years, ending on April 28th, 2030.

Attachments

None

CITY COUNCIL STAFF REPORT



SUBJECT: LAND USE CODE TEXT AMENDMENTS
RESIDENTIAL MULTIPLE FAMILY ZONE AND ACCESS STANDARDS

APPLICANT: JOHN BLOCKER, BRIGHTON COMMUNITIES

AUTHOR: FRANCISCO ASTORGA, AICP, PLANNING DIRECTOR

DATE: APRIL 28, 2026

BACKGROUND

Brighton Communities, represented by John Blocker, submitted a Land Use Code text amendment request intended to provide additional flexibility for multi-family development, particularly for townhome-style projects and smaller infill sites. Pursuant to the Land Use Code (Title 14 of the Bountiful City Code) and Utah State law, any person may submit a request to amend the Land Use Code, which requires legislative action by the City Council. The request includes amendments to Title 14 (Land Use Code) affecting development standards in the Residential Multiple Family (RM) Zone, as well as related access and circulation standards.

The proposed changes address vehicle access, setbacks, lot coverage, landscaping, density, open space design, and driveway standards. Several of the amendments also propose to align City Code and Fire District requirements with the adopted International Fire Code, improving consistency and reducing duplication. The applicant has organized the amendments by priority based on their necessity.

The Planning Commission reviewed this proposal on April 7, 2026. During that meeting the Commission held the duly noted public hearing and forwarded a positive recommendation (7-0) to the City Council to Approve Ordinance number 2026-03, as proposed by Staff (alternate recommendation), reflected on this staff report.

ANALYSIS

The proposed Land Use Code text amendments have been evaluated by staff based on the applicant's submittal and applicable policy considerations. The amendments are organized by priority as identified by the applicant and are evaluated individually to assess their citywide application, code framework evaluation, and General Plan consistency. As a legislative matter, each amendment may be considered independently or in groups based on policy direction and readiness for implementation. Staff's recommendations reflect varying levels of support based on these considerations.

Priority I | Amendment 1 | Allow Shared Driveways and Fire Access

Chapter: 5 (RM) – Residential Multiple Family | Section: 14-5-116

Description of Amendment

The applicant proposes to allow multi-family developments containing thirty (30) or fewer units to be served by a single access point. Under the current code, multi-family developments are required to provide two (2) points of access to ensure adequate circulation and emergency access.

Proposed Amendment (Applicant):

14-5-116 VEHICLE ACCESS

~~Each multi-family projects shall have a circulatory type driveway system with two (2) vehicle accesses, one of which may be shared with an adjoining development. Driveway and parking areas in multi-family projects shall be designed so that vehicles do not back onto a public street.~~ Developments containing thirty (30) or fewer dwelling units may be served by a single vehicle access point, subject to approval by the Fire Department and compliance with applicable fire access standards.

Citywide Application

If applied citywide, this amendment would allow multi-family developments of up to thirty (30) units to be served by a single access point. However, all access configurations would remain subject to the adopted International Fire Code, which regulates fire apparatus access, distance, and turnaround requirements independent of unit count.

Code Framework Evaluation

The proposal introduces an exception to an otherwise clear and uniform standard based on unit count. The staff alternative removes duplication and improves clarity by deferring fire apparatus access requirements to the adopted International Fire Code, which already governs these standards.

General Plan Consistency

Transportation Element – Emergency Access and Circulation (pg. 120–121). This amendment supports safe and reliable emergency access and is generally consistent with this policy direction, as emergency access requirements would continue to be governed by the adopted International Fire Code.

Planning Commission Recommendation

Staff and the Planning Commission supports this amendment with the proposed alternative (below), as it removes duplication in the code and aligns access requirements with the adopted International Fire Code while maintaining appropriate safety standards.

Alternate Amendment (Staff and Planning Commission):

14-5-116 VEHICLE ACCESS

~~Each multi-family projects shall have a circulatory type driveway system with two (2) vehicle accesses, one of which may be shared with an adjoining development. Driveway and parking areas in multi-family projects shall be designed so that vehicles do not back onto a public street.~~ Each multi-family project shall comply with adopted fire apparatus access requirements as established by the adopted International Fire Code, including applicable appendices. Driveway and parking areas in multi-family projects shall be designed so that vehicles do not back onto a public street.

Priority II(a) | Amendment 2 | Reduce Setbacks for Townhome Development

Chapter: 5 (RM) – Residential Multiple Family | Section: 14-5-105

Description of Amendment

The applicant proposes to reduce interior side yard setbacks and building separation standards within the Residential Multiple Family (RM) Zone. As proposed, the amendment would apply these reduced standards to all multi-family developments.

Proposed Amendment (Applicant):

14-5-105 YARD AND SETBACK REQUIREMENTS

The following minimum yard requirements shall apply in the (RM) Zone, except for single family dwellings which shall meet the setback requirements for the (R-4) Subzone:

- A. The minimum setback along any public street at any point shall be twenty-five (25) feet. No dwellings, parking spaces or other site elements other than sidewalks, landscaping and approved driveways may be allowed in the front setback.
- B. The minimum interior side yard setback shall be ten (10) feet ~~or one half (1/2) the height of the adjacent structure, whichever is greater.~~
- C. The minimum side building separation shall be ten (10) ~~feet or two-thirds (2/3) the height of the tallest adjacent structure, whichever is greater.~~
- D. The minimum separation between the rear of a building and a property line shall be twenty (20) feet. The rear of a building shall be any side opposite a primary entrance. The minimum separation between the rear of a building and any portion of another building shall be thirty (30) feet.

- E. The minimum separation between the front of a building and a property line shall be twenty-five (25) feet. The front of a building shall be any side with a primary entrance.
- F. Accessory Structure – Each accessory structure shall be located within the minimum setbacks required for principal structures. The exception is that an accessory building may be located within three (3) feet of a rear or interior side property line if the following criteria are met:
 - 1. The entire structure is located more than five (5) feet to the rear of any main building on the same lot on which the building is being placed.
 - 2. No part of the structure is closer than twelve (12) feet to any dwelling on an adjacent property.
 - 3. The eaves are at least one (1) foot from the property line.
 - 4. The structure is designed to prevent roof runoff from impacting the adjacent property.
 - 5. The structure meets all applicable provisions of the International Building Code.
 - 6. The structure does not encroach on any easements, recorded or otherwise.

Citywide Application:

The applicant’s version would reduce side yard setbacks and building separation for all multi-family developments, regardless of building form or scale.

Code Framework Evaluation:

The applicant’s proposal simplifies the code but removes height-based setback and separation standards for all multi-family projects. A staff alternative has been prepared that maintains the existing framework while providing a targeted reduction in setbacks specifically for townhome developments. This approach preserves proportional design standards while allowing flexibility where appropriate.

General Plan Consistency:

Housing Element – Housing Supply (pg. 102–103). This amendment supports a variety of housing types and housing diversity goals, including more compact, attached housing forms such as townhomes.

Planning Commission Recommendation:

Staff and the Planning Commission support this amendment with the proposed alternative (below), as it provides targeted flexibility for townhome development while

maintaining proportional setback standards for other multi-family building types that rely on spacing to ensure light, air, and privacy.

Alternate Amendment (Staff and Planning Commission):

14-5-105 YARD AND SETBACK REQUIREMENTS

[...]

B. The minimum interior side yard setback shall be ten (10) feet or one-half (½) the height of the adjacent structure, whichever is greater. The minimum interior side yard setback for a townhouse shall be 10 feet.

C. The minimum side building separation shall be ten (10) feet or two-thirds (2/3) the height of the tallest adjacent structure, whichever is greater. The minimum side building separation for a townhouse shall be 10 feet.

[...]

14-3-102(312) TOWN-HOUSE (see also “TOWN-HOME” or “ROW-HOUSE”):
~~A series of three or more single-family dwelling units designed and constructed with at least two stories of above-ground habitable space, and which are attached horizontally at the foundation, roof, and side wall in a linear arrangement, and which have a private ground level entrance and a totally exposed front and rear wall to be used for access, light, and ventilation.~~ Defined by the most recently adopted International Residential Code.

For reference – Current 2021 IRC Definitions:

- *[RB] TOWNHOUSE.* A building that contains three or more attached townhouse units.
- *[RB] TOWNHOUSE UNIT.* A single-family dwelling unit in a townhouse that extends from foundation to roof and that has a yard or public way on not less than two sides.

Priority II(b) | Amendment 3 | Increase Lot Coverage

Chapter: 5 (RM) – Residential Multiple Family | Section: 14-5-109

Description of Amendment:

The applicant proposes to increase the maximum allowable lot coverage in the Residential Multiple Family (RM) Zone from sixty percent (60%) to seventy percent (70%) for parcels smaller than five (5) acres.

Proposed Amendment (Applicant):

14-5-109 PERMISSIBLE LOT COVERAGE

In the (RM) Zone, all buildings, including accessory buildings and structures, and all impervious surfaces such as driveways, sidewalks, patios, parking areas, sports courts and pools shall not cover a total of more than sixty percent (60%) of the area of the lot or parcel of land. Projects on Parcels smaller than five (5.0) acres may cover up to seventy percent (70%) of the lot area with impervious surface. Furthermore, at least fifty percent (50%) of all required front and rear yard areas shall be landscaped. For institutional uses, such as churches, private schools, and public buildings, the approving authority may increase the amount of impervious surface area to up to seventy percent (70%), if the additional hard surfacing is used to provide parking spaces beyond the minimum required.

Citywide Application:

The applicant's proposal would allow all multi-family parcels under five (5) acres to cover up to seventy percent (70%) of the site with impervious surfaces, reducing landscaped and open space areas.

Code Framework Evaluation:

The amendment increases flexibility for development and may improve feasibility on smaller parcels. However, it reduces open space requirements that are directly tied to site design, livability, and overall project quality. This amendment is closely related to landscaping standards and should be evaluated in conjunction with Amendment 4 due to cumulative impacts on open space and site design.

General Plan Consistency:

Housing Element – Housing Supply (pg. 102–103). The amendment may support efficient use of smaller parcels and increased housing opportunities. However, the reduction in open space and landscaped areas should be carefully evaluated in relation to General Plan policies supporting neighborhood quality and livability.

Planning Commission Recommendation:

Staff and the Planning Commission do not support this amendment as submitted, as it reduces open space and landscaping areas that contribute to site design quality and livability. Additional analysis is necessary prior to consideration, particularly in relation to cumulative impacts with Amendment 4.

Priority II(b) | Amendment 4 | Reduce Landscaping Requirement

Chapter: 5 (RM) – Residential Multiple Family | Section: 14-5-113(E)

Description of Amendment:

The applicant proposes to reduce the minimum landscaping requirement in the Residential Multiple Family (RM) Zone from forty percent (40%) to thirty percent (30%) of the development site.

Proposed Amendment (Applicant):

14-5-113 LANDSCAPING

The following landscaping provisions shall apply to each developed lot or parcel in the (RM) Zone:

- A. All portions of the lot not improved with structures or other impervious surfaces shall be maintained with suitable landscaping of plants, trees, shrubs, grass and similar succulent landscaping materials.
- B. Landscaping shall also be installed in all parkstrips to the same standards as other on-site landscaping. Asphalt, concrete, bricks, pavers, railroad ties, and other non-vegetative material are not allowed in the parkstrip area between the curb and sidewalk. Xeriscaping is permitted in accordance with the Landscaping and Fencing chapter of this Title.
- C. At plant maturity the landscaping should represent, as a minimum standard, compatibility with surrounding developed properties and uses and must be permanently maintained by the owner and/or occupants.
- D. There shall be a minimum ten (10) feet wide landscape buffer around the perimeter of all non-single family sites, and a minimum five (5) feet wide landscape buffer around all structures except for approved walkways, driveways, garages and carports.
- E. Landscaping shall cover at least ~~forty (40)~~ thirty (30) percent of the development site.

Citywide Application:

The applicant's proposal would allow all multi-family developments to reduce landscaped areas, resulting in less green space across development sites citywide.

Code Framework Evaluation:

This amendment reduces a key design standard that contributes to site quality, buffering, and overall livability. Landscaping requirements play an important role in

defining project character, mitigating visual and environmental impacts, and providing usable open space. This amendment is directly related to Amendment 3 and compounds the reduction of open space when both amendments are considered together.

General Plan Consistency:

Land Use Element – Neighborhood Quality (pg. 88–89). The amendment should be carefully evaluated in relation to policies supporting neighborhood quality, compatibility, and the provision of attractive and livable environments.

Planning Commission Recommendation:

Staff and the Planning Commission do not support this amendment as submitted (above), as it reduces a key standard that contributes to neighborhood quality, site design, and overall livability. Additional analysis is necessary prior to consideration, particularly in relation to cumulative impacts with Amendment 3.

Priority III | Amendment 5 | Revise Minimum Lot Size and Density

Chapter: 5 (RM) – Residential Multiple Family | Section: 14-5-103(A)

Description of Amendment

This amendment would allow parcels smaller than one (1) acre to develop at the full density permitted within the designated Residential Multiple Family (RM) subzone, rather than being subject to reduced density thresholds.

Proposed Amendment (Applicant):

14-5-103 MAXIMUM DENSITY AND MINIMUM LOT STANDARDS

1. Areas within the (RM) Residential Multiple Family Zone are divided into subzones based on the maximum permitted density and the minimum lot size. The maximum density is indicated by the number following the Zone designation. For example, RM-13 means Single Family Residential with a maximum of thirteen (13) units per acre on a minimum lot size of one (1) acre. ~~Any lot or parcel that is smaller than the minimum required lot size and that is at least one-quarter (0.25) acre in area shall have a maximum density of seven (7) units per acre, regardless of the subzone in which it is located.~~ Lots or parcels less than one (1.0) acre in size may develop at the full density allowed in the designated RM subzone, provided all development standards and form requirements are met. Density and minimum lot size are based on the net buildable area. Areas within floodplains or with slopes steeper than thirty percent (30%), and/or areas that are otherwise encumbered such that they cannot be used for project improvements are considered unbuildable. In addition to the maximum density requirement, each subzone has a standard for minimum lot size and width. Any lot or parcel smaller than one-quarter (0.25) acre in size shall be developed and used in accordance with the standards for the (R-4) subzone.

[...]

Citywide Application:

The applicant’s proposal would allow smaller parcels to develop at higher densities, increasing development potential across the RM Zone regardless of parcel size.

Code Framework Evaluation:

The amendment removes an existing density limitation and aligns allowable density more directly with zoning designations. While this approach provides consistency, it may increase density on constrained or smaller sites where existing standards currently moderate development intensity. This change may have implications for site design, infrastructure capacity, and compatibility with surrounding development patterns.

General Plan Consistency:

Housing Element – Housing Supply (pg. 102–103). The amendment may support increased housing opportunities and more efficient use of land. However, potential impacts on neighborhood character, infrastructure, and site design should be further evaluated to ensure consistency with broader General Plan objectives.

Staff Recommendation:

Staff and the Planning Commission do not support this amendment as submitted (above), as it removes an existing control on density without fully evaluating potential impacts on site design, infrastructure, and neighborhood compatibility. Additional analysis is necessary prior to consideration.

Priority III | Amendment 6 | Reduce Landscape Buffer Requirement

Chapter: 5 (RM) – Residential Multiple Family | Section: 14-5-113(D)

Description of Amendment

The applicant proposes to reduce the required perimeter landscape buffer in the Residential Multiple Family (RM) Zone from ten (10) feet to five (5) feet.

Proposed Amendment (Applicant):

14-5-113 LANDSCAPING

The following landscaping provisions shall apply to each developed lot or parcel in the (RM) Zone:

1. All portions of the lot not improved with structures or other impervious surfaces shall be maintained with suitable landscaping of plants, trees, shrubs, grass and similar succulent landscaping materials.

2. Landscaping shall also be installed in all parkstrips to the same standards as other on-site landscaping. Asphalt, concrete, bricks, pavers, railroad ties, and other non-vegetative material are not allowed in the parkstrip area between the curb and sidewalk. Xeriscaping is permitted in accordance with the Landscaping and Fencing chapter of this Title.
3. At plant maturity the landscaping should represent, as a minimum standard, compatibility with surrounding developed properties and uses and must be permanently maintained by the owner and/or occupants.
4. There shall be a minimum ~~ten (10)~~ five (5) feet wide landscape buffer around the perimeter of all non-single family sites, and a minimum five (5) feet wide landscape buffer around all structures except for approved walkways, driveways, garages and carports.
5. Landscaping shall cover at least forty (40) percent of the development site.

Citywide Application:

The applicant's proposal would allow all multi-family developments to reduce the required perimeter landscape buffer, decreasing separation between developments and adjacent uses citywide.

Code Framework Evaluation:

This amendment reduces a key design standard intended to provide buffering between differing land uses. Landscape buffers play an important role in mitigating visual impacts, providing transitions between uses, and maintaining compatibility between developments. Reducing the buffer width may weaken the effectiveness of this standard and limit its ability to address adjacency impacts.

General Plan Consistency:

Land Use Element – Compatibility (pg. 88–89). The amendment should be carefully evaluated in relation to policies supporting compatibility between land uses and the protection of neighborhood character.

Staff Recommendation:

Staff and the Planning Commission do not support this amendment as submitted, as it reduces a key standard intended to ensure compatibility between multi-family developments and adjacent uses. Additional analysis is necessary prior to consideration.

Priority III | Amendment 7 | Update Open Space Flexibility

Chapter: 5 (RM) – Residential Multiple Family | Section: 14-5-104

Description of Amendment:

The applicant proposes to revise the proportionality requirement for open space by replacing a subjective standard with objective criteria requiring that each dwelling unit have reasonable access to common open space and site amenities.

Proposed Amendment (Applicant, also supported by Staff and Planning Commission):

14-5-104 PROPORTIONALITY REQUIREMENT

~~It is the requirement of Bountiful City that multiple family developments reflect a sense of proportion. Proportion requires that the development be designed in such a manner that each unit receives a reasonable and approximately proportionate share of the open space, landscaping, and other benefits of the site. Locating units in such a way that benefits of the site fall primarily to one unit, or a few units and not to others is prohibited. Depending upon topography, property dimensions and site configuration, it is possible that this requirement may affect the number of units that can be physically located on a lot or parcel. The Planning Commission and City Council are granted reasonable discretion in administering the proportionality requirement, and may modify yard setback requirements by up to twenty (20) percent subject to a finding that such modification will benefit all units more equally than would be possible if the standard requirement was applied.~~ Multiple-family developments shall be designed so that each dwelling unit has reasonable access to common open space, landscaping, and site amenities. Compliance with this requirement shall be demonstrated if:

1. All units have access to a common open space or landscaped area; and
2. No dwelling unit is separated from such space by barriers that prevent reasonable access.

The location and configuration of open space shall be evaluated based on functional accessibility and usability rather than strict geometric distribution. Modifications to yard setbacks of up to twenty percent (20%) may be granted only when necessary to improve site design or enhance shared open space accessibility for all units. Such modifications shall be approved administratively upon demonstration of compliance with this section.

Citywide Application:

The applicant's proposal would apply objective criteria for open space access to all multi-family developments, establishing a consistent and measurable standard across the city.

Code Framework Evaluation:

The amendment improves the code framework by replacing subjective interpretation with clear, objective standards. This approach increases predictability, reduces discretionary decision-making, and ensures more consistent application of open space requirements. It also ties any flexibility in site design directly to improved access to shared open space.

General Plan Consistency:

Housing Element – Livability (pg. 102–103). This amendment supports livability by ensuring that all dwelling units have functional access to shared open space, consistent with General Plan policies promoting equitable and accessible site design.

Planning Commission Recommendation:

Staff and the Planning Commission supports this amendment (above), as it replaces a subjective standard with clear, objective criteria that improve consistency, predictability, and equitable access to open space across multi-family developments.

Priority III | Amendments 8 & 9 | Access Width and Dead-End Driveway Standards

Chapter: 18 Motor Vehicle Parking and Access Standards | Section: 14-18-109(C)(1)(c) and (d)

Description of Amendment

The applicant proposes to modify standards related to driveway design and dead-end access by revising dimensional requirements for driveway width, length, and the number of dwelling units served. The proposal introduces updated numerical standards while retaining a prescriptive approach to access design.

Staff has prepared an alternative that removes fixed dimensional standards and limits on the number of dwelling units served and instead defers driveway design, length, turnaround requirements, and capacity to the adopted International Fire Code and applicable engineering review.

Amendments 8 and 9 are evaluated together, as they address related aspects of driveway design, dead-end access, and the number of units served by a single access.

Deleted text shown in red strikethrough.
Applicant-proposed amendments shown in blue.
Staff/Planning Commission-recommended amendments shown in purple replacing both the existing language and the proposed language.

Proposed (Applicants) and Alternate Amendment (Applicant and Staff):

14-18-109 ACCESS REQUIREMENTS

[...]

C. Multiple-Family Residential Developments

1. Length and Width of Driveways.

~~a. No driveway shall exceed six hundred (600) feet without providing a second access. Driveway length, fire apparatus access, secondary access requirements, and turnaround design shall comply with the adopted International Fire Code and applicable appendices.~~

~~b. Driveways which are one hundred fifty (150) feet or less in length shall have a minimum width of twenty (20) feet with no parking allowed along the driveway. Driveways shall maintain a minimum unobstructed width as necessary to accommodate required access and circulation. Parking shall be regulated as follows:~~

~~1. Parking shall not be permitted along any driveway unless sufficient unobstructed width is maintained to comply with applicable fire apparatus access requirements of the adopted International Fire Code.~~

~~2. Where parking is permitted along a driveway, the driveway shall be designed to ensure safe and functional vehicular circulation, as determined by the City Engineer.~~

~~c. Driveways which are greater than one hundred fifty (150) feet in length shall have a minimum width of thirty (30) feet. Driveways with only one access and which are in excess of one hundred fifty (150) feet shall also have a seventy (70) foot diameter turnaround. For residential developments, access drives exceeding one hundred fifty (150) feet in length shall have a minimum unobstructed width of twenty-six (26) feet, except as modified based on parking configuration as follows:~~

~~i. twenty-two (22) feet where parking is prohibited;~~

~~ii. twenty-six (26) feet where parking is permitted on one side;~~

~~iii. thirty-two (32) feet where parking is permitted on both sides.~~

~~All access drives shall meet applicable fire apparatus access requirements of the adopted fire code. Driveways exceeding one~~

hundred fifty (150) feet in length shall comply with applicable fire apparatus access, turnaround, and access configuration requirements of the adopted International Fire Code and applicable appendices.

~~d. No more than twenty (20) units shall be allowed on any dead-end driveway regardless of length.~~ Dead-end access serving residential units shall be permitted to serve the maximum number of units allowed under the adopted fire code, provided required turnaround and fire apparatus access standards are satisfied. The number of dwelling units served by a dead-end driveway shall be determined based on compliance with the adopted International Fire Code and applicable appendices.

~~e. A shared driveway and/or shared drive access between adjoining properties may be allowed by the approving authority only if it is a secondary access and only if each development has another access and driveway that is unique to that development. Both property owners must sign and record a cross access agreement benefiting both parties.~~ Shared driveways and shared access between adjoining properties may be permitted, subject to approval by the approving authority and compliance with the adopted International Fire Code. A cross access agreement shall be required and recorded to ensure continued access between properties provided that adequate access and circulation are maintained for all properties served.

~~2. Number of Driveways Permitted. Not more than two (2) drive accesses (curb cuts) shall be allowed for each one hundred (100) feet of street frontage, except for town-home style residential units approved and constructed after December 31, 2006, that front onto a public street that is not designated on the Street Master Plan as a collector or arterial street and that does not exceed an average daily traffic volume of one thousand (1,000) vehicles.~~ The number and location of drive accesses (curb cuts) shall be designed to minimize impacts on traffic circulation, safety, and streetscape character, as determined by the approving authority. Not more than two (2) drive accesses shall be permitted per one hundred (100) feet of street frontage, unless additional access is approved based on site design, shared access opportunities, or demonstrated need. Shared access between adjoining properties is encouraged to reduce the number of curb cuts and improve overall site circulation.

~~3. Intersection Proximity. No drive access shall be closer than fifty (50) feet to any street intersection as measured at the property line. Any proposed drive access that is located within one hundred (100) feet of a State road, arterial street, or collector street, shall also be reviewed and approved according to AASHTO and other professional standards.~~ Drive accesses located within one hundred (100) feet of a State road, arterial street, or collector street shall be subject to review and approval by the City Engineer in accordance with AASHTO and other applicable professional standards.

D. Non-Residential and Mixed-use Developments. In non-residential and mixed-use developments, access shall be provided to meet the following requirements:

1. ~~Width of Driveways.~~ Each drive access shall not be less than fifteen (15) feet nor more than thirty-five (35) feet in width, as measured at right angles to the center line of the driveway, except as increased by the permissible curb return radii. ~~The drive access flare may not encroach upon a designated travel lane within the public right-of-way and shall be designed according to standards approved by Bountiful City.~~ Drive accesses shall be designed so as not to encroach upon a designated travel lane within the public right-of-way and shall comply with applicable City construction standards. Where a driveway is required to serve as fire apparatus access, it shall also comply with the adopted International Fire Code and applicable appendices.
2. ~~Spacing of Drive Accesses.~~ ~~There shall be a minimum of twelve (12) feet between each drive access, and no drive access shall be closer than six feet to a side property line unless there is a cross access agreement and it is approved by the approving authority.~~ There shall be a minimum of twelve (12) feet between drive accesses. Drive accesses should not be located closer than six (6) feet to a side property line unless designed to support shared access between adjoining properties, as determined by the approving authority. Where drive access locations, site design, or circulation patterns indicate the potential or need for shared access, the approving authority may require a cross-access easement or agreement to ensure coordinated access, safety, and future connectivity.
3. Intersection Proximity. No drive access shall be closer than fifty (50) feet to any street intersection, as measured at the property line. Any proposed drive access that is located within one hundred (100) feet of a State road, arterial street, or collector street, shall ~~also be~~ subject to review ~~ed and approved according to and approval by the City Engineer in accordance with~~ AASHTO and other applicable professional standards.
4. Landscaping Required. Landscaping shall be provided along the entire frontage of the property to a minimum depth of ten (10) feet, except for permitted driveways. ~~Sprinkling systems shall be installed and permanently maintained within the landscaped area.~~ Landscaped areas shall include irrigation and shall be permanently maintained. The landscaped area shall be surrounded by a poured concrete curb extending six (6) inches above the paved surface.
5. ~~Mixed-use developments that incorporate residential uses shall also meet the access and driveway criteria for multiple-family residential development. Any conflicting provisions between the two standards shall be resolved by the approving authority.~~ Mixed-use developments that incorporate residential uses shall comply with the applicable access and driveway standards for both non-residential and multi-family residential development. Where conflicts occur,

requirements related to fire apparatus access shall be governed by the adopted International Fire Code. All other conflicts shall be resolved by the approving authority based on the intent of this Title.

- E. Curb Radius Requirements. Maximum and minimum curb return radii, as well as permitted and minimum driveway approach angles to the center line of the street, shall be built to Bountiful City standards. ~~Any part of a curb radius~~ Curb radii shall be located within the portion of the public right-of-way immediately adjacent to the property ~~for which it is serving~~ they serve, as determined by extending the side property line into the right-of-way at an angle perpendicular to, or tangent to, the front property line. ~~A curb radius~~ Curb radii shall not be located in a manner such a way that it encroaches ~~on~~ upon an adjoining property or the portion of the right-of-way ~~that maintained by~~ an adjoining property is responsible for maintaining.
- F. Location of Gasoline Pumps. Gasoline dispensing devices at automotive service stations, convenience stores, or ~~other~~ similar businesses, shall be located a minimum distance of ten (10) feet from a property line and positioned so ~~located~~ that all parts of a vehicle being serviced ~~will be~~ remain entirely on the premises of the service ~~area pad~~. In addition, the location of dispensing devices shall ~~be in accordance~~ comply with the following:
- ~~1. Dispensing devices shall be located not less than ten (10) feet from any building which is less than one-hour fire resistive construction. Such dispensing devices shall also be located so that the nozzle, when hose is fully extended, shall not reach within five (5) feet of any building opening. Dispensing devices shall be located in accordance with the adopted International Fire Code, including required separation distances from buildings and building openings.~~
 - ~~2. Dispensing devices shall be at least twenty (20) feet from all fixed sources of ignition. Dispensing devices shall be located in accordance with the adopted International Fire Code with respect to separation from sources of ignition.~~
 - ~~3. All dispensing devices shall be protected against physical damage from vehicles by mounting them on a concrete island a minimum of six (6) inches in height. Alternate methods of providing equivalent protection may be permitted when approved by the Fire Marshal. Dispensing devices shall be protected against physical damage from vehicles in accordance with the adopted International Fire Code. Protection methods may include mounting on a raised island or other approved means, subject to approval by the Fire Marshal.~~
 - ~~4. Apparatus dispensing Class I or Class II liquids into the fuel tanks of motor vehicles of the public shall not be located in a bulk plan unless separated by a fence or similar barrier from the area in which bulk operations are conducted. Apparatus dispensing Class I or Class II liquids into the fuel tanks of motor vehicles shall comply with the adopted International Fire Code, including requirements for separation from bulk storage or operations areas.~~

5. ~~Dispensing devices shall be secured to the island in an approved manner other than piping and conduit.~~ Dispensing devices shall be installed and secured in accordance with the adopted International Fire Code and applicable safety standards.

Citywide Application

If applied citywide, the applicant's proposal would establish revised but still prescriptive standards for driveway width, length, and the number of units served by a single access. While more flexible than the current code, this approach would continue to rely on fixed numerical thresholds that may not account for site-specific conditions.

The staff alternative would apply a performance-based approach citywide by deferring driveway design, turnaround requirements, and the number of units served to the adopted International Fire Code and City Engineer review. This approach allows for site-specific design while maintaining consistent safety and operational standards.

Code Framework Evaluation

The applicant's proposal improves upon the existing code by introducing more nuanced dimensional standards; however, it continues to rely on prescriptive requirements that may duplicate or conflict with the adopted International Fire Code.

The staff alternative removes prescriptive dimensional standards and instead defers driveway design, length, turnaround requirements, and the number of dwelling units served to the adopted International Fire Code and engineering review. The inclusion of the one hundred fifty (150) foot threshold aligns with a trigger established in the International Fire Code and serves as a reference point without duplicating regulatory standards.

These amendments are directly related to Amendment 1, which removes the blanket requirement for two (2) access points from the zoning code. While Amendment 1 allows for greater flexibility in access configuration, these amendments ensure that access design, circulation, and capacity continue to meet life safety and operational requirements through the adopted International Fire Code.

Planning Commission Recommendation

Staff and the Planning Commission do not support the applicant's proposed amendments to Sections 14-18-109(C)(1)(c) and (d), as they retain prescriptive dimensional standards that may duplicate or conflict with the adopted International Fire Code.

Staff and the Planning Commission recommend approval of the staff alternative (shown in purple underlined text), which aligns driveway design, turnaround requirements, and

the number of units served with the adopted International Fire Code while allowing for site-specific design and maintaining appropriate safety standards. This approach not only aligns access standards for multi-family development with the International Fire Code, but also establishes a consistent framework for access standards applicable to non-residential and mixed-use development, while improving clarity within the existing code.

Department Review

This staff report was written by the Planning Director and has been reviewed by City Attorney and City Manager.

Significant Impacts

The proposed amendments would increase flexibility for multi-family development, particularly on smaller or infill parcels, through modifications to access, setbacks, and density standards. Staff-recommended alternatives related to access shift the code from prescriptive requirements to a performance-based framework that defers to the adopted International Fire Code, improving consistency, reducing duplication, and allowing for site-specific design while maintaining life safety standards. Certain amendments also improve code clarity by replacing subjective provisions with objective criteria.

Several amendments would reduce open space, landscaping, and buffering requirements, which may impact site design quality, neighborhood compatibility, and overall livability. Increased development intensity on smaller parcels may also affect infrastructure capacity and land use transitions. As a privately initiated text amendment, the applicant has not demonstrated that these impacts have been fully evaluated or mitigated, and additional analysis is necessary to support consideration of these changes.

Note: As a legislative matter, the City Council may take action on one or more amendments independently or in groups based on policy direction and readiness for implementation. The Council may also continue one or more amendments to a future meeting if additional input or direction is requested. The Council may also remand any amendment back to the Planning Commission, and finally the Council may deny any proposed amendment.

Recommendation

The Planning Commission (and staff) recommend that the City Council review the proposed ordinance and adopted it, as showing below:

1. Approving:

- Amendment 1, as proposed by the Planning Commission – Vehicle Access (shared access and fire code alignment)
- Amendment 2, as proposed by the Planning Commission – Setbacks (townhome-specific flexibility)

- Amendments 8 & 9, as proposed by the Planning Commission – Access Standards (staff alternative aligning with International Fire Code)
- Amendment 7, as proposed by the applicant supported by the Planning Commission – Open Space Proportionality (objective standards)

2. Denying:

- Amendment 3 – Lot Coverage
- Amendment 4 – Landscaping Requirement
- Amendment 5 – Density and Minimum Lot Size
- Amendment 6 – Landscape Buffer Width

Attachments

1. Draft Ordinance
2. Submitted Application



BOUNTIFUL

Bountiful City Draft Ordinance No. 2026-03

MAYOR
Kate Bradshaw

CITY COUNCIL
Millie Segura Bahr
Dan Bell
Beth Child
Richard Higginson
Matt Murri

CITY MANAGER
Gary R. Hill

An Ordinance Amending Section 14-3-102(312) (Townhouse) of Chapter 3 – Definitions; Sections 14-5-105 (Yard and Setback Requirements), 14-5-104 (Proportionality Requirement), and 14-5-116 (Vehicle Access) of Chapter 5 (RM) – Residential Multiple Family Zone; and Section 14-18-109 (Access Requirements) of Chapter 18 – Motor Vehicle Parking and Access Standards, of Title 14 (Land Use Code) 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. The Planning Department recommends amendments to provide clarity, consistency, and proportional application of site plan review requirements; and
3. After review and a public hearing on April 7, 2026, the Bountiful City Planning Commission forwarded a positive recommendation to the City Council; and
4. The City Council of Bountiful City held a public hearing on this Ordinance on **April 28, 2026**, and considered the recommendations from the Planning Commission and Staff; and
5. 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
6. 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 14-5-116 Vehicle Access Chapter: 5 (RM) – Residential Multiple Family Zone of the of the Land Use Code, Title 14 of the Bountiful City Code; is hereby amended as shown on Exhibit A.

SECTION II. Section 14-5-105 Yard and Setbacks Requirements Chapter: 5 (RM) – Residential Multiple Family Zone of the of the Land Use Code, Title 14 of the Bountiful City Code; is hereby amended as shown on Exhibit B.

SECTION III. Section **14-3-102(312) Town-House** Chapter: 3 – Definitions of the of the Land Use Code, Title 14 of the Bountiful City Code; is hereby amended as shown on Exhibit C.

SECTION IV. Section 14-5-104 Proportionally Requirement Chapter: 5 (RM) – Residential Multiple Family Zone of the of the Land Use Code, Title 14 of the Bountiful City Code; is hereby amended as shown on Exhibit D.

SECTION V. Section 14-18-109 Access Requirements Chapter: 18 Motor Vehicle Parking and Access Standards of the of the Land Use Code, Title 14 of the Bountiful City Code; is hereby amended as shown on Exhibit E.

Adopted by the City Council of Bountiful, Utah, this 28th day of April 2026.

Kate Bradshaw, Mayor

ATTEST:

Sophia Ward, City Recorder

1 Exhibit A – Section I

2
3 **14-5-116 VEHICLE ACCESS**

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5 ~~Each multi-family projects shall have a circulatory type driveway system with two (2) vehicle~~
6 ~~accesses, one of which may be shared with an adjoining development. Driveway and parking~~
7 ~~areas in multi-family projects shall be designed so that vehicles do not back onto a public street.~~
8 Each multi-family project shall comply with adopted fire apparatus access requirements as
9 established by the adopted International Fire Code, including applicable appendices. Driveway
10 and parking areas in multi-family projects shall be designed so that vehicles do not back onto a
11 public street.
12

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14 Exhibit B – Section II

15
16 **14-5-105 YARD AND SETBACK REQUIREMENTS**

17
18 The following minimum yard requirements shall apply in the (RM) Zone, except for single
19 family dwellings which shall meet the setback requirements for the (R-4) Subzone:

- 20
21 A. The minimum setback along any public street at any point shall be twenty-five (25) feet. No
22 dwellings, parking spaces or other site elements other than sidewalks, landscaping and
23 approved driveways may be allowed in the front setback.
24
25 B. The minimum interior side yard setback shall be ten (10) feet or one-half (½) the height of
26 the adjacent structure, whichever is greater. The minimum interior side yard setback for a
27 townhouse shall be 10 feet.
28
29 C. The minimum side building separation shall be ten (10) feet or two-thirds (2/3) the height of
30 the tallest adjacent structure, whichever is greater. The minimum side building separation for
31 a townhouse shall be 10 feet.
32
33 D. The minimum separation between the rear of a building and a property line shall be twenty
34 (20) feet. The rear of a building shall be any side opposite a primary entrance. The minimum
35 separation between the rear of a building and any portion of another building shall be thirty
36 (30) feet.
37
38 E. The minimum separation between the front of a building and a property line shall be twenty-
39 five (25) feet. The front of a building shall be any side with a primary entrance.
40
41 F. Accessory Structure – Each accessory structure shall be located within the minimum setbacks
42 required for principal structures. The exception is that an accessory building may be located
43 within three (3) feet of a rear or interior side property line if the following criteria are met:
44
45 1. The entire structure is located more than five (5) feet to the rear of any main
46 building on the same lot on which the building is being placed.

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2. No part of the structure is closer than twelve (12) feet to any dwelling on an adjacent property.
 3. The eaves are at least one (1) foot from the property line.
 4. The structure is designed to prevent roof runoff from impacting the adjacent property.
 5. The structure meets all applicable provisions of the International Building Code.
 6. The structure does not encroach on any easements, recorded or otherwise

60 Exhibit C – Section III

61
62 **14-3-102(312) TOWN-HOUSE (see also “TOWN-HOME” or “ROW-HOUSE”):**

63
64 ~~A series of three or more single-family dwelling units designed and constructed with at least two-~~
65 ~~stories of above-ground habitable space, and which are attached horizontally at the foundation,~~
66 ~~roof, and side wall in a linear arrangement, and which have a private ground level entrance and a~~
67 ~~totally exposed front and rear wall to be used for access, light, and ventilation. Defined by the~~
68 most recently adopted International Residential Code.

69
70 Exhibit D – Section IV

71
72 **14-5-104 PROPORTIONALITY REQUIREMENT**

73
74 ~~It is the requirement of Bountiful City that multiple family developments reflect a sense of~~
75 ~~proportion. Proportion requires that the development be designed in such a manner that each unit~~
76 ~~receives a reasonable and approximately proportionate share of the open space, landscaping, and~~
77 ~~other benefits of the site. Locating units in such a way that benefits of the site fall primarily to~~
78 ~~one unit, or a few units and not to others is prohibited. Depending upon topography, property~~
79 ~~dimensions and site configuration, it is possible that this requirement may affect the number of~~
80 ~~units that can be physically located on a lot or parcel. The Planning Commission and City~~
81 ~~Council are granted reasonable discretion in administering the proportionality requirement, and~~
82 ~~may modify yard setback requirements by up to twenty (20) percent subject to a finding that such~~
83 ~~modification will benefit all units more equally than would be possible if the standard~~
84 ~~requirement was applied. Multiple-family developments shall be designed so that each dwelling~~
85 unit has reasonable access to common open space, landscaping, and site amenities. Compliance
86 with this requirement shall be demonstrated if:

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91
1. All units have access to a common open space or landscaped area; and
 2. No dwelling unit is separated from such space by barriers that prevent reasonable access.

92 The location and configuration of open space shall be evaluated based on functional accessibility
93 and usability rather than strict geometric distribution. Modifications to yard setbacks of up to
94 twenty percent (20%) may be granted only when necessary to improve site design or enhance
95 shared open space accessibility for all units. Such modifications shall be approved
96 administratively upon demonstration of compliance with this section.

97
98 Exhibit E – Section V

99
100 **14-18-109 ACCESS REQUIREMENTS**

101
102 A. Any property, regardless of its use or zone designation, shall be subject to the following.

- 103
104 1. Any off-street parking area shall be accessed through an approved drive-approach, also
105 referred to as a “drive-access“ or ”curb-cut“, meeting City construction standards. It is
106 unlawful to drive a motor vehicle on any sidewalk, park strip, or any other area behind
107 the curb within a public right-of-way, with the exception of an approved drive-approach.
108
109 2. The combined area of drive-approaches along any public street frontage shall not exceed
110 fifty-percent (50%) of the linear length of the street curb immediately adjacent to a
111 property, including required curb returns. A legal, non-complying flag lot shall be limited
112 to one (1) drive-approach which shall be the narrowest width possible to comply with the
113 minimum access requirements of this Title and the Fire Code.
114
115 3. No off-street parking area shall be approved or constructed without a drive-approach
116 meeting City standards. Any drive-approach shall be located at least five (5) feet from a
117 side or rear property line, with the exception of approved, shared drive-approaches.
118
119 4. Each drive-approach or drive access shall be constructed from materials consistent with
120 the City’s construction standards for drive approaches or other improvements constructed
121 within the public right-of-way. Driveway(s) shall be constructed from Hard Surface as
122 defined in 14-3-102 and shall be graded to dispose of all surface water. All parking,
123 driveways, and grading plans shall be reviewed and approved by the City Engineer.
124
125 5. Existing drive approaches (drive accesses or curb-cuts) which are deemed abandoned by
126 the City Engineer for non-use or which are relocated as part of an approved development
127 project shall be removed and replaced with standard curb, gutter, park strip, and sidewalk
128 within one (1) year, as required by the City Engineer.
129

130 B. Single-Family and Two-Family Residential Lots

- 131
132 1. Each residential lot shall be allowed not more than two drive accesses (curb cuts), each of
133 which shall have a minimum width of twelve (12) feet and a maximum width of thirty
134 (30) feet, as measured at the street property line. There shall also be a minimum of thirty-
135 five (35) feet between any drive access located on the same property, as measured at the
136 property line. Lots exceeding one (1) acre in size with more than 150 feet of frontage on a
137 public street may be allowed one (1) additional curb cut provided the curb cut meets all

138 other standards related to size, maximum lot coverage and open space standards,
139 minimum separation from other lots, driveways and intersections.

140
141 2. Circular drives shall meet all of the minimum width and separation standards that apply
142 to drive accesses and shall be constructed in conformance with the requirements set forth
143 in Figure 18-5 Minimum Circular Drive Design Standards for All Single and Two Family
144 Residential. Areas between the minimum interior arc and the front property line shall be
145 landscaped at all times, and shall not be filled with cement, asphalt or any other paving
146 material. In limited circumstances, the City Engineer may allow a reduced circular
147 driveway, as shown in Figure 18-6 Minimum Circular Drive Design Standards for
148 Limited Situations. Before approving the construction of a reduced circular driveway, the
149 City Engineer shall determine that all of the following criteria are met:

- 150
151 a. It is not physically possible to construct a standard size circular driveway.
152
153 b. There is a clear safety hazard created by the configuration of the road, sidewalk, or
154 other element that is beyond the control of the property owner.
155
156 c. The property owner has not created the safety hazard or need for the reduced circular
157 driveway by his action or the action of previous property owners.
158
159 d. There is no other reasonable solution to the safety hazard.
160
161 3. No drive access shall be closer than thirty (30) feet to any street intersection as measured
162 at the property line. In any instance where a dwelling has a drive access on to a collector
163 or arterial street, or in any instance where existing conditions restrict visibility, the City
164 Engineer may require that the drive access be located further from the intersection;
165 however, the location shall be the minimum necessary to mitigate the hazard.
166
167 4. In any instance where a dwelling has a drive access on to a collector or major street as
168 indicated on the Bountiful Master Street Plan, or in any instance where existing
169 conditions restrict visibility, the City Engineer may prohibit vehicles from backing onto a
170 public street. In addition, the City Engineer may require that onsite improvements be
171 made to allow a vehicle to turn around and drive forward out on to a public street.
172

173 C. Multiple-Family Residential Developments

- 174
175 1. Length and Width of Driveways.
176
177 a. ~~No driveway shall exceed six hundred (600) feet without providing a second access.~~
178 Driveway length, fire apparatus access, secondary access requirements, and
179 turnaround design shall comply with the adopted International Fire Code and
180 applicable appendices.
181
182 b. ~~Driveways which are one hundred fifty (150) feet or less in length shall have a~~
183 ~~minimum width of twenty (20) feet with no parking allowed along the driveway.~~

184 Driveways shall maintain a minimum unobstructed width as necessary to
185 accommodate required access and circulation. Parking shall be regulated as follows:
186

- 187 1. Parking shall not be permitted along any driveway unless sufficient unobstructed
188 width is maintained to comply with applicable fire apparatus access requirements
189 of the adopted International Fire Code.
- 190
- 191 2. Where parking is permitted along a driveway, the driveway shall be designed to
192 ensure safe and functional vehicular circulation, as determined by the City
193 Engineer.
194

195 c. ~~Driveways which are greater than one hundred fifty (150) feet in length shall have a~~
196 ~~minimum width of thirty (30) feet. Driveways with only one access and which are in~~
197 ~~excess of one hundred fifty (150) feet shall also have a seventy (70) foot diameter~~
198 ~~turnaround.~~ Driveways exceeding one hundred fifty (150) feet in length shall comply
199 with applicable fire apparatus access, turnaround, and access configuration
200 requirements of the adopted International Fire Code and applicable appendices.
201

202 d. ~~No more than twenty (20) units shall be allowed on any dead-end driveway regardless~~
203 ~~of length.~~ The number of dwelling units served by a dead-end driveway shall be
204 determined based on compliance with the adopted International Fire Code and
205 applicable appendices.
206

207 e. ~~A shared driveway and/or shared drive access between adjoining properties may be~~
208 ~~allowed by the approving authority only if it is a secondary access and only if each~~
209 ~~development has another access and driveway that is unique to that development.~~
210 ~~Both property owners must sign and record a cross access agreement benefiting both~~
211 ~~parties.~~ Shared driveways and shared access between adjoining properties may be
212 permitted, subject to approval by the approving authority and compliance with the
213 adopted International Fire Code. A cross access agreement shall be required and
214 recorded to ensure continued access between properties provided that adequate access
215 and circulation are maintained for all properties served.
216

- 217 2. Number of Driveways Permitted. ~~Not more than two (2) drive accesses (curb cuts) shall~~
218 ~~be allowed for each one hundred (100) feet of street frontage, except for town-home style~~
219 ~~residential units approved and constructed after December 31, 2006, that front onto a~~
220 ~~public street that is not designated on the Street Master Plan as a collector or arterial~~
221 ~~street and that does not exceed an average daily traffic volume of one thousand (1,000)~~
222 ~~vehicles.~~ The number and location of drive accesses (curb cuts) shall be designed to
223 minimize impacts on traffic circulation, safety, and streetscape character, as determined
224 by the approving authority. Not more than two (2) drive accesses shall be permitted per
225 one hundred (100) feet of street frontage, unless additional access is approved based on
226 site design, shared access opportunities, or demonstrated need. Shared access between
227 adjoining properties is encouraged to reduce the number of curb cuts and improve overall
228 site circulation.
229

230 3. Intersection Proximity. No drive access shall be closer than fifty (50) feet to any street
231 intersection as measured at the property line. ~~Any proposed drive access that is located~~
232 ~~within one hundred (100) feet of a State road, arterial street, or collector street, shall also~~
233 ~~be reviewed and approved according to AASHTO and other professional standards.~~ Drive
234 accesses located within one hundred (100) feet of a State road, arterial street, or collector
235 street shall be subject to review and approval by the City Engineer in accordance with
236 AASHTO and other applicable professional standards.
237

238 D. Non-Residential and Mixed-use Developments. In non-residential and mixed-use
239 developments, access shall be provided to meet the following requirements:
240

241 1. Width of Driveways. Each drive access shall not be less than fifteen (15) feet nor more
242 than thirty-five (35) feet in width, as measured at right angles to the center line of the
243 driveway, except as increased by the permissible curb return radii. ~~The drive access flare~~
244 ~~may not encroach upon a designated travel lane within the public right-of-way and shall~~
245 ~~be designed according to standards approved by Bountiful City.~~ Drive accesses shall be
246 designed so as not to encroach upon a designated travel lane within the public right-of-
247 way and shall comply with applicable City construction standards. Where a driveway is
248 required to serve as fire apparatus access, it shall also comply with the adopted
249 International Fire Code and applicable appendices.
250

251 2. Spacing of Drive Accesses. ~~There shall be a minimum of twelve (12) feet between each~~
252 ~~drive access, and no drive access shall be closer than six feet to a side property line unless~~
253 ~~there is a cross-access agreement and it is approved by the approving authority.~~ There
254 shall be a minimum of twelve (12) feet between drive accesses. No drive access shall be
255 located closer than six (6) feet to a side property line unless a cross-access agreement is
256 approved by the approving authority and recorded to allow shared access between
257 adjoining properties.
258

259 3. Intersection Proximity. No drive access shall be closer than fifty (50) feet to any street
260 intersection, as measured at the property line. Any proposed drive access that is located
261 within one hundred (100) feet of a State road, arterial street, or collector street, shall ~~also~~
262 ~~be subject to review~~ ed and approved according to and approval by the City Engineer in
263 accordance with AASHTO and other applicable professional standards.
264

265 4. Landscaping Required. Landscaping shall be provided along the entire frontage of the
266 property to a minimum depth of ten (10) feet, except for permitted driveways. ~~Sprinkling~~
267 ~~systems shall be installed and permanently maintained within the landscaped area.~~
268 Landscaped areas shall include irrigation and shall be permanently maintained. The
269 landscaped area shall be surrounded by a poured concrete curb extending six (6) inches
270 above the paved surface.
271

272 5. ~~Mixed-use developments that incorporate residential uses shall also meet the access and~~
273 ~~driveway criteria for multiple-family residential development. Any conflicting provisions~~
274 ~~between the two standards shall be resolved by the approving authority.~~ Mixed-use
275 developments that incorporate residential uses shall comply with the applicable access

276 and driveway standards for both non-residential and multi-family residential
277 development. Where conflicts occur, requirements related to fire apparatus access shall
278 be governed by the adopted International Fire Code. All other conflicts shall be resolved
279 by the approving authority based on the intent of this Title.
280

281 E. Curb Radius Requirements. Maximum and minimum curb return radii, as well as permitted
282 and minimum driveway approach angles to the center line of the street, shall be built to
283 Bountiful City standards. ~~Any part of a curb radius~~ Curb radii shall be located within the
284 portion of the public right-of-way immediately adjacent to the property ~~for which it is serving~~
285 they serve, as determined by extending the side property line into the right-of-way at an angle
286 perpendicular to, or tangent to, the front property line. ~~A curb radius~~ Curb radii shall not be
287 located in a manner such a way that ~~it~~ encroaches ~~on~~ upon an adjoining property or the
288 portion of the right-of-way ~~that maintained by~~ an adjoining property ~~is responsible for~~
289 maintaining.
290

291 F. Location of Gasoline Pumps. Gasoline dispensing devices at automotive service stations,
292 convenience stores, or ~~other~~ similar businesses, shall be located a minimum distance of ten
293 (10) feet from a property line and positioned so ~~located~~ that all parts of a vehicle being
294 serviced ~~will be~~ remain entirely on the premises of the service ~~area pad~~. In addition, the
295 location of dispensing devices shall ~~be in accordance~~ comply with the following:
296

297 1. ~~Dispensing devices shall be located not less than ten (10) feet from any building which is~~
298 ~~less than one-hour fire resistive construction. Such dispensing devices shall also be~~
299 ~~located so that the nozzle, when hose is fully extended, shall not reach within five (5) feet~~
300 ~~of any building opening. —~~ Dispensing devices shall be located in accordance with the
301 adopted International Fire Code, including required separation distances from buildings
302 and building openings.
303

304 2. ~~Dispensing devices shall be at least twenty (20) feet from all fixed sources of ignition.~~
305 Dispensing devices shall be located in accordance with the adopted International Fire
306 Code with respect to separation from sources of ignition.
307

308 3. ~~All dispensing devices shall be protected against physical damage from vehicles by~~
309 ~~mounting them on a concrete island a minimum of six (6) inches in height. Alternate~~
310 ~~methods of providing equivalent protection may be permitted when approved by the Fire~~
311 ~~Marshal. —~~ Dispensing devices shall be protected against physical damage from vehicles in
312 accordance with the adopted International Fire Code. Protection methods may include
313 mounting on a raised island or other approved means, subject to approval by the Fire
314 Marshal.
315

316 4. ~~Apparatus dispensing Class I or Class II liquids into the fuel tanks of motor vehicles of~~
317 ~~the public shall not be located in a bulk plan unless separated by a fence or similar barrier~~
318 ~~from the area in which bulk operations are conducted. —~~ Apparatus dispensing Class I or
319 Class II liquids into the fuel tanks of motor vehicles shall comply with the adopted
320 International Fire Code, including requirements for separation from bulk storage or
321 operations areas.

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5. ~~Dispensing devices shall be secured to the island in an approved manner other than piping and conduit.~~ Dispensing devices shall be installed and secured in accordance with the adopted International Fire Code and applicable safety standards.

Proposed Amendments to Bountiful RM Zone Code *Supporting Infill Housing*

Applicant: Brighton Homes Utah II, LLC
Prepared by: John Blocker (Entitlement Manager)
Date: 2/17/2026

1. Revise Minimum Lot Size and Density (14-5-103 A)

Current: Parcels smaller than 1.0-acre default to RM-7 (7 units/acre), regardless of zoning designation.

Proposed Amendment: "Lots or parcels less than one (1.0) acre in size may develop at the full density allowed in the designated RM subzone, provided all development standards and form requirements are met."

Purpose: Remove density penalties for small parcels to support infill feasibility.

Comment: The current proposal is not listed in the General Plan goals.

Response: The amendment has been revised to clarify that full RM density is allowed **only when all underlying RM standards are met**, ensuring consistency with zoning intent and adopted planning policy.

Revision: No text change required — clarification added to Response.

2. Add Townhome Building Type Definition (New Section)

Proposed New Section:

"Townhome: A single-family dwelling unit constructed in a row of attached units with property lines separating each unit. Each unit shall have separate utility service, direct street access or access via a private drive, and a private garage."

Purpose: Clarify regulatory path for fee-simple, attached ownership housing.

Comment: Definition should be aligned with existing code definitions.

Response: The term "Townhome" is already defined in Section 3-26-312 of the City Code; however, it is not currently listed as a permitted or conditional use in any zoning district. Because the term is already defined but not incorporated into the use tables, the applicant instead requests that the City consider a future comprehensive code update to appropriately incorporate townhomes into applicable zoning districts.

Revision: The applicant removes section 2 from the application.

3. Reduce Landscape Buffer Requirement (14-5-113 D)

Current: 10 ft buffer required around the entire site.

Proposed Amendment: "Townhome developments may reduce the required perimeter landscape buffer to five (5) feet."

Purpose: Increase usable land for homes and access in small infill sites.

Comment: No comment provided

Response: Section 14-5-113 D seems to be unnecessarily restrictive to future development.

Revision: There shall be a minimum five (5) feet wide landscape buffer around the perimeter of all non-single-family sites, and a minimum five (5) feet wide landscape buffer around all structures except for approved walkways, driveways, garages, and carports.

4. Allow Shared Driveways and Fire Access (14-5-116)

Current: Two accesses are required for all multi-family.

Proposed Amendment: "Developments containing thirty (30) or fewer dwelling units may be served by a single vehicle access point, provided a fire department-approved turnaround is included."

Purpose: Reflect constraints of narrow or irregular parcels.

Comment: Fire Department recommendation required for single-access allowance.

Response: The amendment has been revised to explicitly require Fire Department approval and compliance with adopted fire code standards.

Revision (Updated Language): "Developments containing thirty (30) or fewer dwelling units may be served by a single vehicle access point, subject to approval by the Fire Department and compliance with applicable fire access standards."

5. Permit Limited Front Yard Parking (14-5-110)

Current: No required parking allowed in front yards.

Proposed Amendment:

"One parking space per unit may be located in the front yard, provided it is on a paved driveway and meets street parking standards."

Purpose: Increase flexibility in townhome design and reduce cost.

Comment: Front yard parking may not be supported.

Response: Based on provided clarification we removed this section from the application.

Revision: The applicant removes section 5 from the application.

6. Increase Lot Coverage (14-5-109)

Current: 60% max impervious surface.

Proposed Amendment:

"Projects on Parcels smaller than five (5.0) acres may cover up to seventy percent (70%) of the lot area with impervious surface."

Purpose: Allow tighter, more efficient site designs on smaller properties

Comment: Show where in the General plan the City has goals to create tighter, more efficient site designs on smaller properties.

Response: The proposed amendment is consistent with multiple adopted goals and policies of the Bountiful General Plan. The Land Use Master Plan specifically acknowledges that:

- Remaining developable parcels often have constraints such as limited buildable area and high service costs.
- Many sites cannot be developed under traditional standards.
- The City should revise ordinances to allow reasonable development on constrained land.
- Increasing residential density may be necessary in appropriate areas.

Allowing up to 70% lot coverage for parcels under five acres is a targeted regulatory tool that directly implements these adopted policies by:

- enabling feasible development of constrained sites,
- supporting infill and redevelopment, and
- allowing efficient use of smaller parcels without increasing overall density beyond zoning limits.

Accordingly, the amendment advances the General Plan's stated objective of facilitating reasonable development opportunities on challenging properties while maintaining City oversight through existing design and zoning standards.

Revision (Updated Language): No text change required — clarification added to Response.

7. Reduce Setbacks for Townhome Development (14-5-105)

Proposed Amendment:

"For townhome developments, rear yard setbacks may be reduced to fifteen (15) feet, public street setbacks may be reduced to fifteen (15) feet, The minimum separation between the front of a building and a property line shall be fifteen (15) feet, and side yard setbacks may be reduced to ten (10) feet for interior units."

Purpose: Support compact development patterns.

Comment: Staff supports the need to amend the code so that there is no side yard setbacks limited by half the height of the building.

Response: Applicant seeks to simplify proposed amendment.

Revision: 14-5-105 B. “The minimum interior side yard setback shall be ten (10) feet, regardless of building height.”

14-5-105 C. “The minimum side building separation shall be ten (10) feet, regardless of building height.”

8. Update Open Space Flexibility (14-5-104)

Proposed Amendment:

"Projects under five (5.0) acres may consolidate open space into a single common area or pay a fee-in-lieu to enhance nearby public amenities, subject to City Council approval."

Purpose: Make open space requirements achievable on infill sites.

Comment: Provide language that is better here. Staff believes the following would be supported by Code, already with creative layout and planning of the site so all units have access to the common areas.

Response: Section 14-5-104 currently establishes a proportionality standard but currently relies on qualitative standards that may be interpreted differently between applications. While the intent of the section is supported, the existing language lacks objective criteria for compliance and may result in inconsistent application between projects.

The applicant is not requesting removal of proportionality requirements. Instead, the requested amendment clarifies measurable standards for compliance so that applicants and reviewers have predictable expectations while still ensuring equitable access to common amenities for all units.

Revision: 14-5-104 Proportionality Requirement

Multiple-family developments shall be designed so that each dwelling unit has reasonable access to common open space, landscaping, and site amenities.

Compliance with this requirement shall be demonstrated if:

1. All units have access to a common open space or landscaped area; and
2. No dwelling unit is separated from such space by barriers that prevent reasonable access

The location and configuration of open space shall be evaluated based on functional accessibility and usability rather than strict geometric distribution.

Modifications to yard setbacks of up to twenty percent (20%) may be granted only when necessary to improve site design or enhance shared open space accessibility for all units. Such

modifications shall be approved administratively upon demonstration of compliance with this section.

9. Administrative Review for Small Projects (14-5-117)

Proposed Amendment:

"Projects with twenty (25) units or fewer that comply with all applicable RM development standards may be reviewed administratively without Planning Commission approval."

Purpose: Expedite review for compliant small-scale housing projects.

Comment: The City Council is the current Land Use Authority, Not sure how this one would be supported.

Response: Based on provided comments we removed this section from the application.

Revision: The applicant removes section 9 from the application.

10. Landscape Coverage Requirement (14-5-113 E)

Current Rule:

"Landscaping shall cover at least forty (40) percent of the development site."

Proposed Amendment:

"Landscaping shall cover at least thirty (30) percent of the development site."

Purpose: Amended to work with the increase in permissible lot coverage.

Comment: This is an element of quality of life and living spaces. Staff suggests showing how this change is in the best interest of the City and promotes the quality of life in multi-family developments.

Response: The reduction from 40% to 30% landscaping supports housing feasibility on smaller or infill sites while still maintaining meaningful open space. The amendment maintains meaningful landscaping while improving feasibility on constrained sites. The amendment balances livability, efficient land use, and attainable housing goals consistent with modern multi-family design practices. Higher density zoning is only effective if standards are calibrated so projects can actually be built. This amendment keeps strong landscaping requirements while allowing functional site design that supports both livability and housing production

Revision: No text change — clarification added to Response.

11. Clarification of Access Width (14-18-109 C.1)

Current Rule:

"Driveways which are greater than one hundred fifty (150) feet in length shall have a minimum width of thirty (30) feet..."

Proposed Amendment:

"For townhome developments, fire access drives exceeding one hundred fifty (150) feet in length may vary in width based on the location and presence of off-street parking, subject to approval by the City Engineer and Fire Marshal:

- A minimum of twenty-two (22) feet if no parking is permitted along the access drive
- A minimum of twenty-six (26) feet if parking is permitted on one side only
- A minimum of thirty-two (32) feet if parking is permitted on both sides

All access drives must provide a turnaround per Figure 18-2 and must comply with applicable fire code access requirements."

Purpose: To create a flexible, performance-based standard for townhome access drives that reflects current International Fire Code guidance and accommodates varying site layouts while maintaining emergency vehicle accessibility.

Comment: Provide a recommendation from the Fire Department on this proposed change

Response: The proposed amendment does not request the Fire Department to establish policy or create standards. The purpose of the amendment is to align municipal driveway standards with adopted International Fire Code access provisions. The Fire Department's role is to confirm that emergency access requirements can be satisfied under the adopted fire code, not to determine zoning policy or dimensional standards. The amendment is intended to be evaluated as a zoning text change, with Fire Department review limited to confirmation of IFC compliance.

Revision: For residential developments, access drives exceeding one hundred fifty (150) feet in length shall have a minimum unobstructed width of twenty-six (26) feet, except as modified based on parking configuration as follows:

- (a) twenty-two (22) feet where parking is prohibited;
- (b) twenty-six (26) feet where parking is permitted on one side;
- (c) thirty-two (32) feet where parking is permitted on both sides.

All access drives shall meet applicable fire apparatus access requirements of the adopted fire code.

12. Increase Allowable Units on Dead-End Driveways (14-18-109 C.1.d)

Current Rule:

"No more than twenty (20) units shall be allowed on any dead-end driveway regardless of length."

Proposed Amendment:

"Developments shall be permitted up to thirty (30) units on a dead-end driveway, approval shall be subject to review and confirmation by the City Engineer and Fire Marshal."

Purpose: To align Bountiful's standards with the International Fire Code (IFC), which allows up to 30 units on a dead-end access when supported by proper life safety measures.

Comment: Provide a recommendation from the Fire Department on this proposed change

Response: The proposed amendment is intended to match the City's land use code with standards already established within the adopted fire code. The Fire Department is not responsible for determining allowable unit counts or land use density, but rather for confirming that emergency access and life safety requirements can be met. The applicant requests staff review of the amendment as a policy decision, with Fire Department input limited to technical life safety compliance.

Revision: Dead-end access serving residential units shall be permitted to serve the maximum number of units allowed under the adopted fire code, provided required turnaround and fire apparatus access standards are satisfied.

Summary: These changes aim to support Bountiful City's housing goals by modernizing the RM zone to better accommodate, small-scale, and context-sensitive infill housing, while maintaining design quality and neighborhood compatibility.

Applicant: Brighton Homes Utah II, LLC
Prepared by: John Blocker (Entitlement Manager)
Date: 2/17/2026

Code Text Amendment Reasoning:

1. What is the reason for the code text amendment?

The purpose of the proposed text amendments is to align the City’s zoning standards with the intended residential densities already permitted within the RM zoning districts, while removing procedural and dimensional barriers that unintentionally prevent parcels—particularly smaller or constrained sites—from achieving those allowable densities.

As documented in the application materials, several current code provisions operate cumulatively to reduce feasible unit yield below what the zoning district otherwise permits. These provisions include minimum lot size defaults, excessive setback formulas, access requirements that exceed adopted fire code standards, and landscape coverage thresholds. Individually, these standards appear minor; however, when applied together, they frequently render compliant development infeasible on parcels that are otherwise properly zoned for multi-family housing.

The amendments do not request additional density beyond what zoning already allows. Instead, they:

- remove unintended density penalties
- provide measurable, objective compliance standards
- align local standards with adopted technical codes (such as the fire code)
- allow site design flexibility necessary for constrained or irregular properties
- ensure predictability and consistency in code interpretation

In short, the amendments restore the functional usability of existing zoning rather than intensifying it. They ensure that the regulatory framework reflects the City’s adopted zoning map and planning policies.

2. How does the code text amendment further promote the objectives and purposes of this Ordinance?

The proposed amendments directly advance multiple adopted objectives of the Bountiful City General Plan and Land Use Master Plan by facilitating feasible infill development, encouraging redevelopment, and allowing reasonable use of constrained land.

A. Supports development on constrained and remaining parcels

The General Plan acknowledges that most easily developable land has already been built and that remaining privately owned parcels often have significant challenges such as:

- limited buildable areas
- poor access

- high service costs
- difficult soils or infrastructure limitations

The proposed amendments are specifically targeted to address these exact conditions by adjusting dimensional and layout standards so development can occur on sites that cannot meet traditional suburban standards but are still appropriate for housing.

B. Implements General Plan direction to revise ordinances to enable feasible development

The Land Use Master Plan identifies a clear policy objective to modify land use regulations when traditional standards prevent reasonable development opportunities. For example, it states the City should find ways to allow reasonable development in areas that cannot be subdivided using traditional standards.

By introducing objective compliance criteria and performance-based standards, the amendments implement this directive and provide clear rules that allow projects to be evaluated consistently and fairly.

C. Advances housing and redevelopment goals

The General Plan recognizes:

- redevelopment costs are significantly higher than greenfield development
- many potential redevelopment sites consist of small or irregular parcels
- increasing residential density in appropriate areas may be necessary to support population and economic goals

The amendments directly respond to these realities by:

- making redevelopment financially feasible
 - allowing efficient use of small parcels
 - reducing unnecessary regulatory barriers
 - supporting attainable housing production
-

D. Maintains design quality and livability

Importantly, the amendments do not eliminate development standards or design requirements. Instead, they replace subjective or conflicting provisions with measurable criteria while retaining:

- landscaping requirements
- access safety standards
- fire code compliance

- open space access
- site design review

This ensures that housing feasibility is improved without reducing quality or safety.

Consolidated Intent Statement:

The overall intent of the proposed amendments is to modernize the RM zone so it functions as originally intended: a district that allows appropriately scaled multi-family housing. The changes do not increase allowable density, alter land use designations, or remove design safeguards. Rather, they recalibrate dimensional and procedural standards so that existing zoning can be realistically utilized, particularly on infill and constrained sites. In doing so, the amendments implement adopted General Plan policies, support housing supply, encourage redevelopment, and promote predictable, objective land use administration.

City Council Staff Report



Subject: NW Substation Testing Approval by Electrical Reliability Services
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: February 24, 2026

Background

One of the last steps with the completion of the new Northwest Substation is the Testing and Commissioning of the new equipment and controls. We anticipate the Testing and Commissioning will take place in June, and the substation will be energized and loaded shortly after the Testing and Commissioning is completed.

Analysis

We have received the following proposals for the Testing and Commissioning.

Service Provider	Total Price
Electrical Reliability Services	\$74,925
EPC Services	\$130,765

We have used Electrical Reliability Services to do the Testing and Commissioning for the recent upgrade at the Southeast Substation, the latest phase of the 138 Substation Rebuild, and for the Southwest Substation Rebuild.

Department Review

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

Significant Impacts

The Testing and Commissioning will be funded from the Distribution Sub NW Substation capital account 535300-474790.

Recommendation

Staff recommends the approval of the proposal from Electrical Reliability Services for \$74,925.

This item will be discussed at the Power Commission meeting Tuesday morning, April 28, 2026. We will bring their recommendation to the City Council meeting.

Attachments

None

City Council Staff Report



Subject: S&C PMH-9 Pad Mounted
Switchgear Purchase from Irby
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: April 28, 2026

Background

We need to purchase a S&C PMH-9 underground pad mounted switchgear. This Pad Mounted Switchgear will be used at the rebuilt northwest substation.

Analysis

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

This gear is a single source item and is only available from one vendor and has a 45-55 week delivery.

The price for a PMM-9 pad mounted switchgear, and the necessary fuse holders is \$27,380.

Department Review

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

Significant Impacts

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

Recommendation

Staff recommends the purchase of the two PMH-9 Pad Mounted Switchgear along with the necessary fuse holders from Irby for the sum of **\$27,380**

This item will be discussed at the Power Commission meeting Tuesday morning, April 28, 2026, and we will bring their recommendation to the City Council meeting that night.

Attachments

Pictures



City Council Staff Report

Subject: Boundary Line Adjustment for
Davis County Library Remodel

Author: City Engineer

Department: Engineering

Date: April 28, 2026



Background

Preparations for the planned remodel of the Bountiful Branch of the Davis County Library included several meetings with County staff, the architect and City staff to discuss the goals and objectives of the project. As part of the site work, the architect has proposed modifications to the existing parking and access located on the south side of the building. In order to have enough area to reconfigure the parking and have the ownership reflect the use and association with the facility, it is necessary to adjust the boundaries between the City-owned and County-owned properties.

Analysis

The current configuration of parking and access from Main St. to the Library is shown below in Figure 1.



Figure 1 Bountiful Library Site and Access from Main St.

Proposed changes to the site will include closure of the driveway which serves the library parking lot, creation of additional parking immediately south of the library building, and improvements to pedestrian circulation between the south parking lot areas and the

sidewalks which connect to the Davis Co. Aging Services facility. A preliminary version of the proposed site plan is shown in Figure 2.

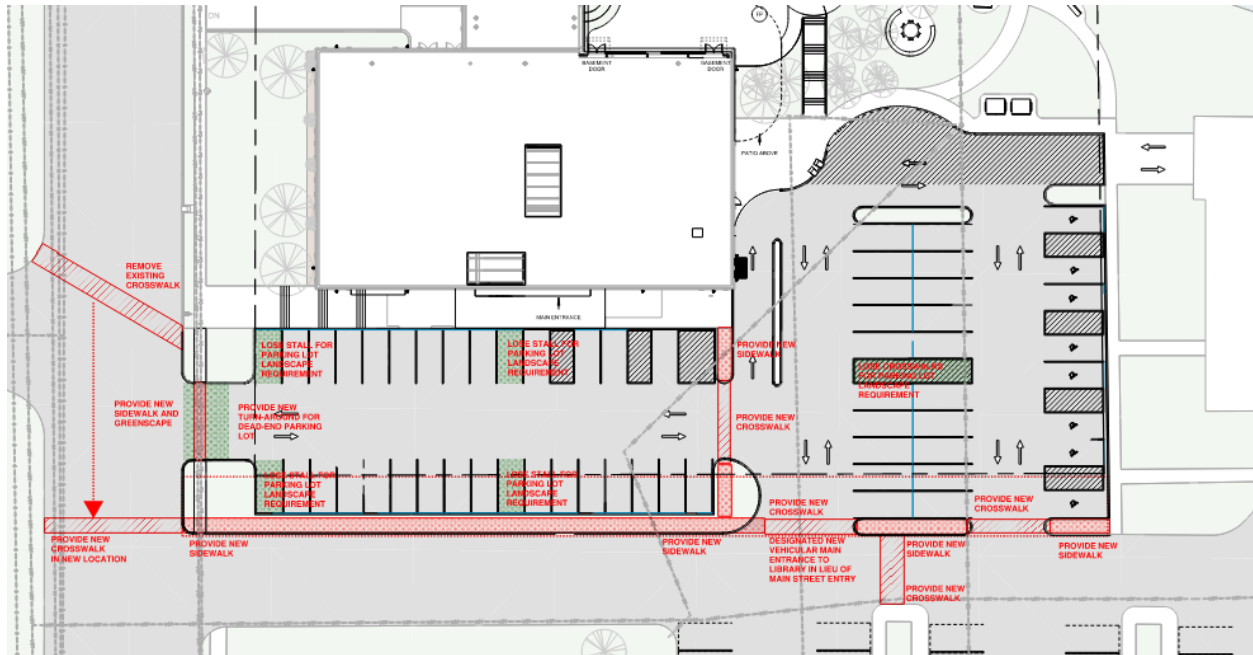
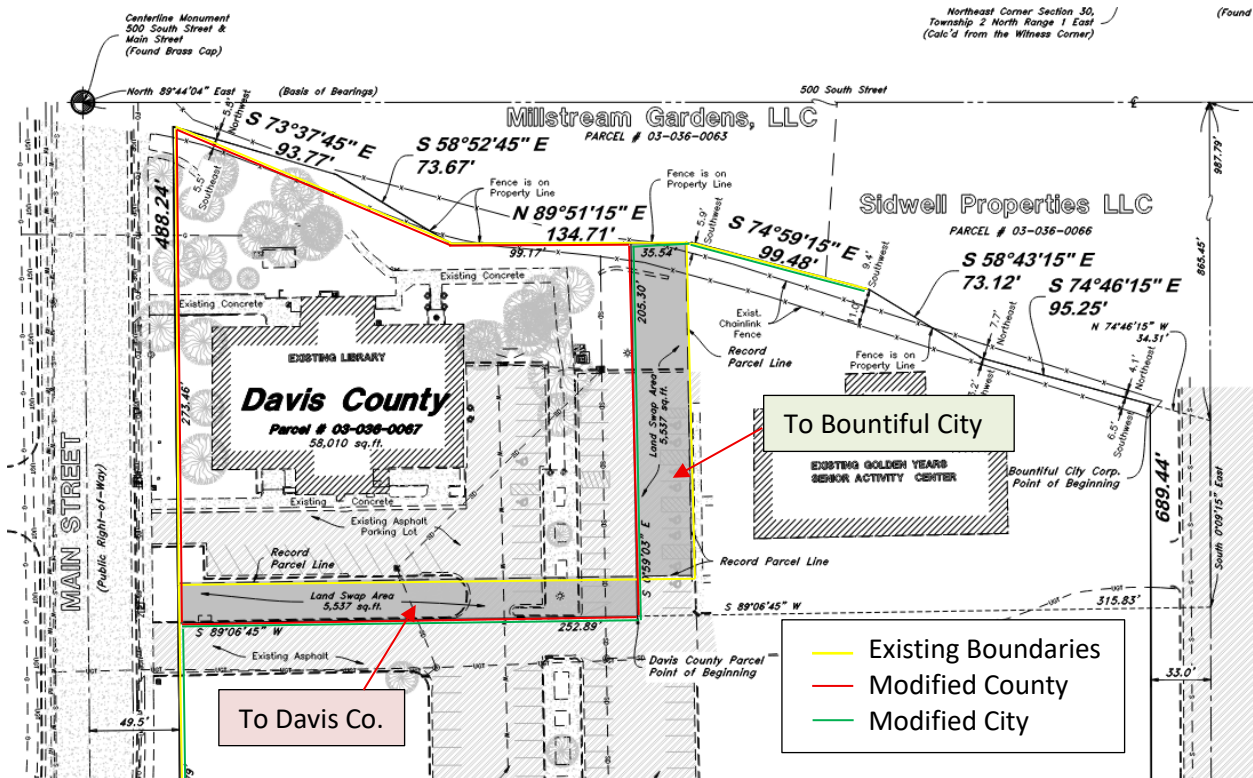


Figure 2 Annotated Preliminary Site Plan for Library Remodel Project

The most notable change to the site is the consolidation of access from Main St to the roadway which links Main St to 100 E. Access to the library parking and book-return will roughly coincide with the west aisle of parking on the City Hall Campus. In order to create enough width for the new two-sided parking lot immediately south of the library, the existing landscaped area is proposed to be eliminated and a widened sidewalk constructed which will provide connectivity to a relocated cross walk on Main St.

Figure 3 shows the existing (pre-adjustment) and proposed property boundaries. During the discussion of the boundary adjustment, it was agreed that the reasonable locations for the transfer of property would encompass the landscaped area located on the south side of the current library parking area and the accessible parking stalls on the west side of the Aging Services facility. As described in the survey and Boundary Line Adjustment Agreement, the County and the City would trade 5,537 square feet of property.



Department Review

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

Significant Impacts

Since there is no proposed gain or loss of property for either facility, the benefit of these modifications to the boundary lines will be the association of the proposed and existing parking improvements to the facilities which they are intended to serve.

Recommendation

- It is recommended that the City Council accept the proposed Boundary Adjustment as proposed by Davis County and authorize the Mayor to sign the Boundary Line Adjustment Agreement document.

Attachments

- Boundary Line Adjustment Agreement
- Record of Survey

WHEN RECORDED RETURN TO:

Davis County
P.O Box 618
61 S. Main Street
Farmington, Utah 84025

With a Copy To
Bountiful City
795 S. Main Street
Bountiful, Utah 84010

*Space above for County Recorder's Use
Affects Parcel Nos. 03-036-0067 and 03-036-0154*

SIMPLE BOUNDARY ADJUSTMENT AGREEMENT

THIS SIMPLE BOUNDARY ADJUSTMENT AGREEMENT (this “**Agreement**”) is entered as of the ____ day of _____, 2026 (the “**Effective Date**”), by and among BOUNTIFUL CITY, a municipal corporation of the State of Utah (“**City**”), and DAVIS COUNTY, a political subdivision of the State of Utah (“**County**”). The City and the County are sometimes referred to herein singularly as a “**Party**” and collectively as the “**Parties**” with respect to the following:

A. Prior to executing this Agreement, the City owns that certain parcel of real property (the “**City Property**”) located in Salt Lake County, Utah identified as Parcel No. 03-036-0154 more particularly described in Exhibit A, attached hereto and incorporated by this reference.

B. Prior to executing this Agreement, the County owns that certain parcel of real property (the “**County Property**”) located in Davis County, Utah, identified as Parcel No. 03-036-0067, more particularly described in Exhibit B.

C. The City Property and the County Property are contiguous. The City Property and the County Property are sometimes referred to herein singularly as a “**Parcel**” and collectively as the “**Parcels**.”

D. The Parties enter into this Agreement for the purpose of effectuating a simple boundary adjustment among the Parcels to relocate a common boundary in accordance with Utah Code Ann. § 57-1-45.5 and 10-20-906 in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Accuracy of Recitals. The recitals set forth above are true, correct, and complete in all material respects.

2. Boundary Line. Pursuant to Section 57-1-45.5 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement, the boundary lines (the “**Boundary Lines**”) of the City Property shall follow the legal description which is more particularly described on Exhibit C attached hereto and made a part hereof, and the boundary lines of the County Property shall follow the legal description which is more particularly described on Exhibit D attached hereto and made a part hereof.

3. Record of Survey Map. The file number of the record of survey map depicting the original boundary locations and the new Boundary Lines that the Parties have prepared and filed with the office of the Davis County surveyor in conjunction with this Agreement is _____ (filed on _____, 2026) (the “**Record of Survey**”), a copy of which is attached hereto and incorporated hereby as Exhibit E. To conform the legal descriptions of each of the Parcels to the Boundary Lines, (a) the City hereby relinquishes and quitclaims to the County any and all of the City’s right, title and interest in and to the real property lying within the new Boundary Lines of the County Property in conformity with this Agreement as described on Exhibit D and as depicted on the Record of Survey; and (b) the County hereby relinquishes and quitclaims to the City any and all of the County’s right, title and interest in and to the real property lying with the new Boundary Lines of the City Property in conformity with this Agreement as described on Exhibit C and as depicted on the Record of Survey.

4. No New Lot. This Agreement accomplishes a “boundary adjustment” as that term is defined in Utah Code Ann. § 10-20-102(7)(a), and does not create a new lot and thus is not a “subdivision” as set forth in Utah Code Ann. § 10-20-102(77).

5. Extent of Agreement. Nothing contained herein shall be constituted as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests, or claims with otherwise inure to the benefit of the Parties.

6. Integration; Modification. This Agreement and the Record of Survey contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.

7. Duration; Rights Run with the Land; Binding Effect. This Agreement and the Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall (a) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective Parcel, or any portion of their respective Parcel, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (b) shall run with the land; and (c) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, specifically Utah Code Ann. §§ 57-1-45.5 and 10-20-906 if the Parcels are subject to the authority of a municipality.

9. Authority. Each signatory to this agreement represents and warrants that he or she has the requisite authority to execute this agreement and bind his or her respective Party. Further the execution, delivery, and performance of this Amendment has been duly authorized by all necessary action of each Party, and when duly executed and delivered, will be a legal, valid and binding obligation of each Party, enforceable in accordance with its terms.

[Signatures and Acknowledgements on Following Pages]

**EXHIBIT A
TO
BOUNDARY LINE AGREEMENT**

(Legal Description of City Property Before Execution of this Agreement)

City Property: Parcel 03-036-0154

Beginning at a point which is North 89°54'00" East 67.96 feet; South 00°06'00" East 516.71 feet; South 89°49'30" West 1675.8 feet; South 00°09'15" East 865.45 feet; and North 74°46'15" West 35.24 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence North 74°46'15" West 95.16 feet; thence North 58°43'15" West 73.12 feet; thence North 74°59'15" West 99.48 feet; thence South 89°51'15" West 134.71 feet; thence North 58°52'45" West 73.67 feet; thence North 73°37'45" West 112.45 feet to the East line of a Highway; thence South 00°30'45" East 516.54 feet along the East line of said Highway; thence South 31°51'15" West 199.96 feet along the East line of the same Highway; thence East 200.00 feet; thence South 112.0 feet; thence South 89°39'00" East 312.46 feet; thence South 17°20'20" East 51.54 feet; thence North 89°11'30" East 131.11 feet; thence North 00°09'15" West 689.42 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that certain water course area described in a deed dated September 20, 1943 and recorded in Book 1-W of Deeds at Page 148.

ALSO:

All of Lots 4 to 9, inclusive, COOPER SUBDIVISION, a subdivision of part of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, according to the official plat thereof as recorded in the office of the Davis County Recorder.

Beginning on the North line of Cooper Subdivision, at a point 22.425 chains South of the Northeast corner of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence North 89°40'00" West 609.9 feet, more or less, to the Northwest corner of Lot 1, in said subdivision; thence North 31°55'00" East 29.14 feet, more or less, to the South line of the property conveyed to V. C. Langford, et ux, by Warranty Deed recorded October 3, 1949 in Book 7 at Page 32 of Official Records; thence South 89°40'00" East 594.3 feet, more or less, along said property and along a line 88.2 rods South of the North line of said Block "L" to the East line of said Block "L"; thence South 24.75 feet to the point of beginning.

ALSO:

Beginning at the Grantor's Southwest property corner, which corner is located on the East line of Main Street, a 66 foot wide street, at a point which is West 2359.52 feet and South 2019.70 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence along said East line of Main Street North 31°57'22" East 17.28 feet; thence South 64°39'14" East 34.53 feet to the Grantor's South property line; thence North 89°49'42" West 40.36 feet along said South line to the point of beginning.

LESS AND EXCEPTING THEREFROM the above described parcels the following two (2) parcels:

Beginning on the East edge of an existing curb at a point 965.89 feet South 00°09'15" East along the monument line of 100 East Street and 285.97 feet South 89°06'45" West from the intersection monument at 100 East Street and 500 South Street in Bountiful, Utah. Said intersection monument being in Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°06'45" West 301.27 feet to the East line of Main Street; thence North 00°30'54" West 257.10 feet along said East line of Main Street; thence South 73°37'45" East 112.45 feet along the Northerly line of the Grantors land which is also the center line of Mill Creek; thence South 58°52'45" East 73.67 feet; thence North 89°51'15" East 129.40 feet; thence leaving said North line of the Grantors land; thence South 00°59'45" East 183.01 feet to the point of beginning.

AND:

A non-dedicated parcel of land located directly North of Lots 4 and 5 of the Cooper Subdivision (and mistakenly shown as 900 South Street, on the Davis County Assessors Maps 03-036 and 03-076), a part of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Bountiful City, Davis County, Utah, described as follows:

Beginning on the South line of the above mentioned parcel, which is also located on the North line of the Cooper Subdivision, at a point which is West 2359.52 feet and South 2019.70 feet and South 31°57'28" West 29.12 feet and South 89°49'42" East 285.47 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence along the North line of said Cooper Subdivision North 89°49'42" West 58.82 feet; thence 1 foot behind an existing curb and gutter Northwesterly along the arc of a 62.00 foot radius non-tangent curve to the left 38.04 feet through a central angle of 35°08'58" (radius bears South 59°07'24" West) to the North line of aforementioned parcel; thence along said North line of the parcel North 89°49'42" East 86.78 feet; thence South 00°08'05" East 24.75 feet to the point of beginning.

**EXHIBIT B
TO
BOUNDARY LINE AGREEMENT**

(Legal Description of County Property Before Execution of this Agreement)

County Property: Parcel 03-036-0067

Beginning on the East edge of an existing curb at a point 965.89 feet South 00°09'15" East along the monument line of 100 East Street and 285.97 feet South 89°06'45" West from the intersection monument at 100 East Street and 500 South Street in Bountiful, Utah. Said intersection monument being in Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°06'45" West 301.27 feet to the East line of Main Street; thence North 00°30'54" West 257.10 feet along said East line of Main Street; thence South 73°37'45" East 112.45 feet along the Northerly line of the Grantors land which is also the center line of Mill Creek; thence South 58°52'45" East 73.67 feet; thence North 89°51'15" East 129.40 feet; thence leaving said North line of the Grantors land; thence South 00°59'45" East 183.01 feet to the point of beginning.

**EXHIBIT C
TO
BOUNDARY LINE AGREEMENT**

(Legal Description of City Property After Execution of this Agreement)

City Property: Parcel 03-036-0154

All of Lots 4 through 9, inclusive, Cooper Subdivision (Entry No. 73948) along with a non-dedicated parcel of land located directly North of Lots 4 and 5 of said Cooper Subdivision (and mistakenly shown as 900 South Street, on the Davis County Assessors Maps 03-036 and 03-076) along with more land within Block "L", North Mill Creek Plat, Bountiful Townsite Survey within the Northeast Quarter of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Bountiful City, Davis County, Utah:

Beginning at a point on the West line of 100 East Street as it exists at 33.00 foot half-width located 1675.80 feet South 89°44'04" West along the Monument line of 500 South Street to the Monument line of 100 East Street; 865.45 feet South 0°09'15" East along said Monument line of 100 East Street; and 34.31 feet North 74°46'15" West from the Intersection Monument at 400 East Street and 500 South Street, said Monument is located 67.96 feet North 89°38'33" East; and 516.71 feet South 0°11'23" West from a found Brass Cap Witness Monument to the Northeast Corner of said Section 30: and running thence South 0°09'15" East 689.44 feet; thence South 89°11'30" West 127.92 feet to the East line of Lot 9, said Cooper Subdivision; thence South 0°23'00" East 116.81 feet along said East line to the Northeast Corner of Lot 10, said Cooper Subdivision; thence North 89°40'00" West 432.03' along the North line of Lots 10 – 15 of said Cooper Subdivision; thence North 0°23'00" West 150.01 feet; thence North 89°40'00" West 172.79 feet to the East line of Main Street as it exists at 33.00 foot half-width; thence North 31°48'35" East 34.90 feet along said East line; thence South 64°39'14" East 11.69 feet; thence South 89°40'00" East 245.08 feet; thence North 103.11 feet; thence West 195.67 feet to said East line of Main Street; thence North 31°48'35" East 226.98 feet along said East line to the East line of Main Street as it exists at 49.50 foot half-width; thence North 0°36'12" West 214.79 feet along said East line; thence North 89°06'45" East 252.89 feet; thence North 0°59'03" West 205.30 feet to the Centerline of Mill Creek; thence along said centerline the following four (4) courses: (1) North 89°51'15" East 35.54 feet; (2) South 74°59'15" East 99.48 feet; (3) South 58°43'15" East 73.12 feet; (4) and South 74°46'15" East 95.25 feet to the East line of said 100 East Street and the point of beginning.

**Contains 413,231 sq. ft.
Or 9.486 acres**

EXHIBIT D
TO
BOUNDARY LINE AGREEMENT

(Legal Description of the County Property After Execution of this Agreement)

County Property: Parcel 03-036-0067

A Part of Block “L”, North Mill Creek Plat, Bountiful Townsite Survey within the Northeast Quarter of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Bountiful City, Davis County, Utah:

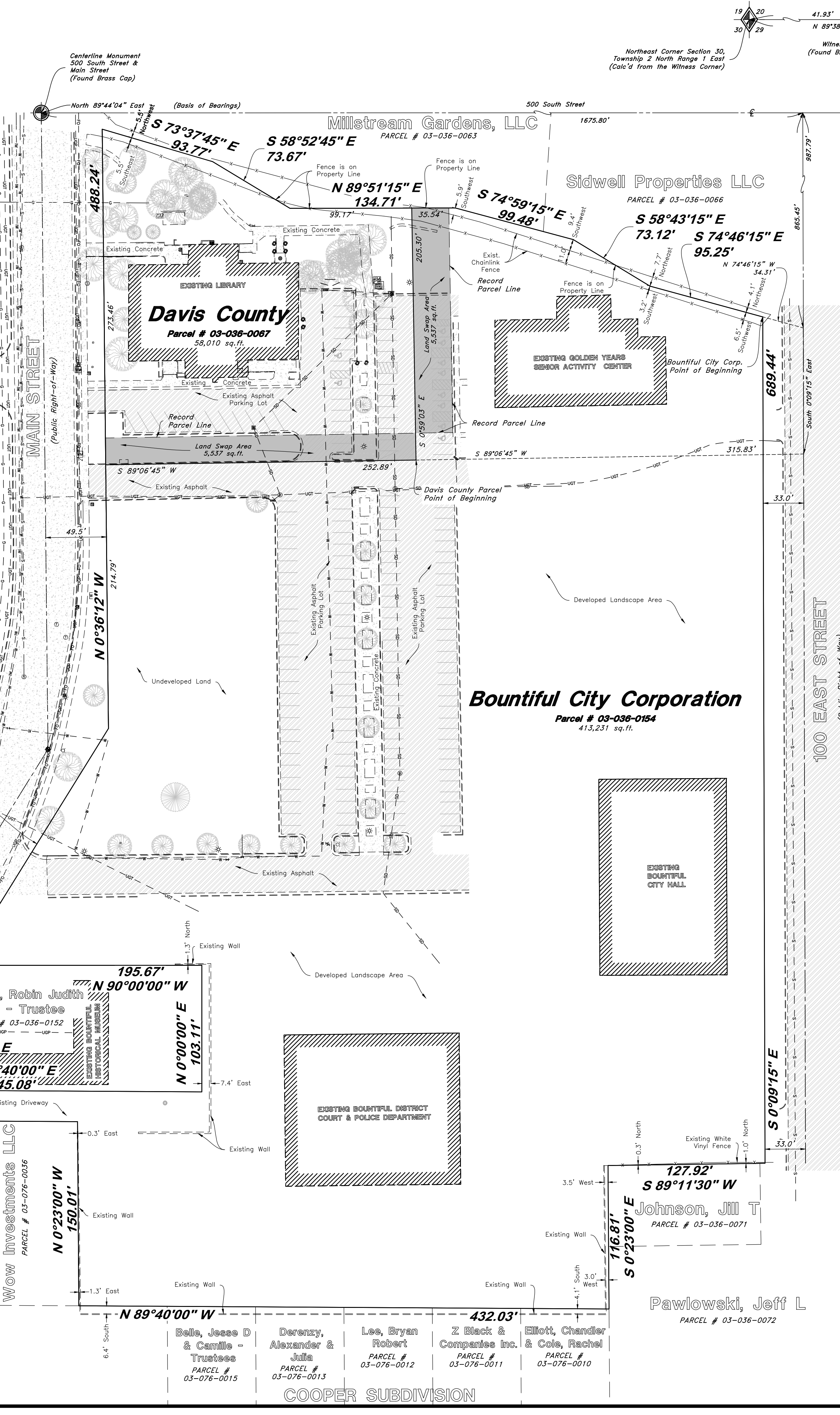
Beginning at a point located 1675.80 feet South 89°44’04” West along the Monument line of 500 South Street to the Monument line of 100 East Street; 987.79 feet South 0°09’15” East along said Monument line of 100 East Street; and 315.83 feet South 89°06’45” West from the Intersection Monument at 400 East Street and 500 South Street, said Monument is located 67.96 feet North 89°38’33” East; and 516.71 feet South 0°11’23” West from a found Brass Cap Witness Monument to the Northeast Corner of said Section 30: and running thence South 89°06’45” West 252.89 feet to the East line of Main Street as it exists at 49.50 foot half-width; thence North 0°36’12” West 273.46 feet along said East Line to the Centerline of Mill Creek; thence along said Centerline the following three (3) courses: (1) South 73°37’45” East 93.77 feet; (2) South 58°52’45” East 73.67 feet; and (3) North 89°51’15” East 99.17 feet; thence South 0°59’03” East 205.30 feet to the point of beginning.

Contains: 58,010 sq. ft.
Or 1.332 acres

LEGEND

(Note: Not all items may appear on plat)

- Found Section Monument
- Street Monument
- Set 5/8" x 24" Long Rebar & Cap w/ Lath
- P.U.E. Public Utility Easement
- Record Measured
- Lot Lines
- Boundary Line
- Centerline Road
- Exist. Survey Monument Line
- Exist. Contour Major
- Exist. Contour Minor
- Exist. Top/Toe Line
- Exist. Fence Line
- Exist. Concrete
- Exist. Overhead Power Line
- Exist. Underground Storm Drain Line
- Exist. Underground Water Line
- Exist. Underground Sewer Line
- Exist. Edge of Pavement Line
- Exist. Underground Fiber Optic Line
- Exist. Underground Power Line
- Exist. Underground Gas Line
- Exist. Underground Telco Line
- Exist. Landscaping
- Exist. Gas Meter
- Exist. Power Meter
- Exist. Water Valve
- Exist. Tree
- Exist. Fire Hydrant
- Exist. Communications Manhole
- Exist. Water Meter
- Exist. Post
- Exist. Irrigation Box
- Exist. Electrical Box



RECORD DESCRIPTION - DAVIS COUNTY (PARCEL# 03-036-0067)

Beginning on the East edge of an existing curb at a point 965.89 feet South 00°09'15" East along the monument line of 100 East Street and 285.97 feet South 89°06'45" West from the intersection monument at 100 East Street and 500 South Street in Bountiful, Utah. Said intersection monument being in Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°06'45" West 301.27 feet to the East line of Main Street; thence North 00°30'54" West 257.10 feet along said East line of Main Street; thence South 73°37'45" East 112.45 feet along the Northerly line of the Grantors land which is also the center line of Mill Creek; thence South 58°52'45" East 73.67 feet; thence North 89°51'15" East 129.40 feet; thence leaving said North line of the Grantors land; thence South 00°59'45" East 183.01 feet to the point of beginning.

RECORD DESCRIPTIONS - BOUNTIFUL CITY CORP. (PARCEL# 03-036-0154)

Beginning at a point which is North 89°54'00" East 67.96 feet; South 00°06'00" East 516.71 feet; South 89°49'30" West 1675.8 feet; South 00°09'15" East 865.45 feet; and North 74°46'15" West 35.24 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence North 74°46'15" West 95.16 feet; thence North 58°43'15" West 73.12 feet; thence North 74°59'15" West 99.48 feet; thence South 89°51'15" West 134.71 feet; thence North 58°52'45" West 73.67 feet; thence North 73°37'45" West 112.45 feet to the East line of a Highway; thence South 00°30'45" East 516.54 feet along the East line of said Highway; thence South 31°51'15" West 199.96 feet along the East line of the same Highway; thence East 200.00 feet; thence South 112.0 feet; thence South 89°39'00" East 312.46 feet; thence South 17°20'20" East 51.54 feet; thence North 89°11'30" East 131.11 feet; thence North 00°09'15" West 689.42 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that certain water course area described in a deed dated September 20, 1943 and recorded in Book 1-W of Deeds at Page 148.

ALSO: All of Lots 4 to 9, inclusive, COOPER SUBDIVISION, a subdivision of part of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, according to the official plat thereof as recorded in the office of the Davis County Recorder.

Beginning on the North line of Cooper Subdivision, at a point 22.425 chains South of the Northeast corner of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence North 89°40'00" West 609.9 feet, more or less, to the Northwest corner of Lot 1, in said subdivision; thence North 31°55'00" East 29.14 feet, more or less, to the South line of the property conveyed to V. C. Langford, et ux, by Warranty Deed recorded October 3, 1949 in Book 7 at Page 32 of Official Records; thence South 89°40'00" East 594.3 feet, more or less, along said property and along a line 88.2 rods South of the North line of said Block "L" to the East line of said Block "L"; thence South 24.75 feet to the point of beginning.

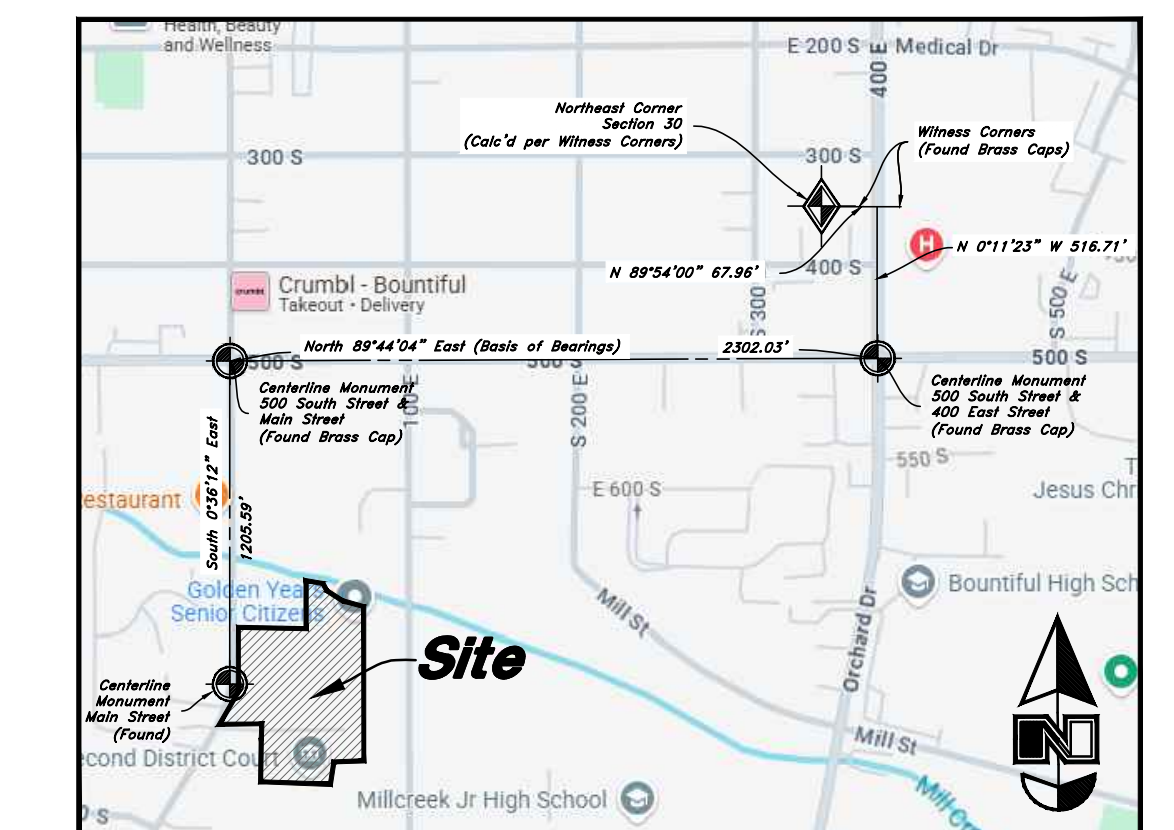
ALSO: Beginning at the Grantor's Southwest property corner, which corner is located on the East line of Main Street, a 66 foot wide street, at a point which is West 2359.52 feet and South 2019.70 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence along said East line of Main Street North 31°57'22" East 17.28 feet; thence South 64°39'14" East 34.53 feet to the Grantor's South property line; thence North 89°49'42" West 40.36 feet along said South line to the point of beginning.

LESS AND EXCEPTING THEREFROM the above described parcels the following two (2) parcels:

Beginning on the East edge of an existing curb at a point 965.89 feet South 00°09'15" East along the monument line of 100 East Street and 285.97 feet South 89°06'45" West from the intersection monument at 100 East Street and 500 South Street in Bountiful, Utah. Said intersection monument being in Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°06'45" West 301.27 feet to the East line of Main Street; thence North 00°30'54" West 257.10 feet along said East line of Main Street; thence South 73°37'45" East 112.45 feet along the Northerly line of the Grantors land which is also the center line of Mill Creek; thence South 58°52'45" East 73.67 feet; thence North 89°51'15" East 129.40 feet; thence leaving said North line of the Grantors land; thence South 00°59'45" East 183.01 feet to the point of beginning.

AND: A non-dedicated parcel of land located directly North of Lots 4 and 5 of the Cooper Subdivision (and mistakenly shown as 900 South Street, on the Davis County Assessors Maps 03-036 and 03-076), a part of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Bountiful City, Davis County, Utah, described as follows:

Beginning on the South line of the above mentioned parcel, which is also located on the North line of the Cooper Subdivision, at a point which is West 2359.52 feet and South 2019.70 feet and South 31°57'28" West 29.12 feet and South 89°49'42" East 285.47 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence along the North line of said Cooper Subdivision North 89°49'42" West 58.82 feet; thence 1 foot behind an existing curb and gutter Northwesterly along the arc of a 62.00 foot radius non-tangent curve to the left 38.04 feet through a central angle of 35°08'58" (radius bears South 59°07'24" West) to the North line of aforementioned parcel; thence along said North line of the parcel North 89°49'42" East 86.78 feet; thence South 00°08'05" East 24.75 feet to the point of beginning.



Vicinity Map (Not to Scale)

NARRATIVE

This Boundary Survey was requested by Davis County for the purpose of Swapping 5,537 sq. ft. of land between Davis County and Bountiful City Corporation. This survey retraces a 2025 ALTA survey by GBE, Davis County File number 8649 and 8650. A line between monuments found in 500 South Street at the intersections of Main Street and 400 East Street was assigned the bearing of North 89°44'04" East as the basis of bearings to retrace and honor the 1989 Resurvey of Plat "A", Bountiful Townsite Survey. Property corners were set as depicted on this plat.

LAND SWAP DESCRIPTION - DAVIS COUNTY (PARCEL# 03-036-0067)

A Part of Block "L", North Mill Creek Plat, Bountiful Townsite Survey within the Northeast Quarter of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Bountiful City, Davis County, Utah:

Beginning at a point located 1675.80 feet South 89°44'04" West along the Monument line of 500 South Street to the Monument line of 100 East Street; 987.79 feet South 0°09'15" East along said Monument line of 100 East Street; and 315.83 feet South 89°06'45" West from the intersection Monument of 400 East Street and 500 South Street, said Monument is located 67.96 feet North 89°38'33" East, and 516.71 feet South 0°11'23" West from a found Brass Cap Witness Monument to the Northeast corner of said Section 30, and running thence South 89°06'45" West 252.89 feet to the East line of Main Street as it exists at 49.50 foot half-width; thence North 0°36'12" West 273.46 feet along said East line to the Centerline of Mill Creek; thence along said Centerline the following three (3) courses: (1) South 73°37'45" East 93.77 feet; (2) South 58°52'45" East 73.67 feet; and (3) North 89°51'15" East 99.17 feet; thence South 0°59'03" East 205.30 feet to the point of beginning.

Contains: 58,010 sq. ft. Or 1.332 acres

LAND SWAP DESCRIPTION - BOUNTIFUL CITY CORP. (PARCEL# 03-036-0154)

All of Lots 4 through 9, inclusive, Cooper Subdivision (Entry No. 73948) along with a non-dedicated parcel of land located directly North of Lots 4 and 5 of said Cooper Subdivision (and mistakenly shown as 900 South Street, on the Davis County Assessors Maps 03-036 and 03-076) along with more land within Block "L", North Mill Creek Plat, Bountiful Townsite Survey within the Northeast Quarter of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Bountiful City, Davis County, Utah:

Beginning at a point on the West line of 100 East Street as it exists at 33.00 foot half-width located 1675.80 feet South 89°44'04" West along the Monument line of 500 South Street to the Monument line of 100 East Street; 865.45 feet South 0°09'15" East along said Monument line of 100 East Street; and 34.31 feet North 74°46'15" West from the intersection Monument at 400 East Street and 500 South Street, said Monument is located 67.96 feet North 89°38'33" East; and 516.71 feet South 0°11'23" West from a found Brass Cap Witness Monument to the Northeast Corner of said Section 30; and running thence South 0°09'15" East 689.44 feet; thence South 89°11'30" West 127.92 feet to the East line of Lot 9, said Cooper Subdivision; thence South 0°23'00" East 116.81 feet along said East line to the Northeast Corner of Lot 10, said Cooper Subdivision; thence North 89°40'00" West 432.03' along the North line of Lots 10 - 15 of said Cooper Subdivision; thence North 0°23'00" West 150.01 feet; thence North 89°40'00" West 172.79 feet to the East line of Main Street as it exists at 33.00 foot half-width; thence North 31°48'35" East 34.90 feet along said East line; thence South 64°39'14" East 11.69 feet; thence South 89°40'00" East 245.08 feet; thence North 103.11 feet; thence West 195.67 feet to said East line of Main Street; thence North 31°48'35" East 226.98 feet along said East line to the East line of Main Street as it exists at 49.50 foot half-width; thence North 0°36'12" West 214.79 feet along said East line; thence North 89°06'45" East 252.89 feet; thence North 0°59'03" West 205.30 feet to the Centerline of Mill Creek; thence along said centerline the following four (4) courses: (1) North 89°51'15" East 35.54 feet; (2) South 74°59'15" East 99.48 feet; (3) South 58°43'15" East 73.12 feet; (4) and South 74°46'15" East 95.25 feet to the East line of said 100 East Street and the point of beginning.

Contains: 413,231 sq. ft. Or 9.486 acres

UTILITY STATEMENT
The underground utilities shown have been located from field survey information and existing utility map received from the respectable utility companies. The Surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The Surveyor further does not warrant the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

SURVEYOR'S CERTIFICATION
I, Ken B. Hawkes do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 8707113, in accordance with Title 58, Chapter 22, of the Professional Engineers and Surveyors Licensing Act, and I have made a survey of the above described property according to Section 17-3-504 and that the above plat correctly shows the true dimensions of the property surveyed.

Ken B. Hawkes

GREAT BRASSING ENGINEERING

Record of Survey
Bountiful Library
725 & 795 South Main Street
Bountiful City, Davis County, Utah
A part of the NE Quarter of Section 30, T2N, R1E, S16&M, U.S. Survey

17 Feb, 2026
SHEET NO. 1
25-504-V-ROS

City Council Staff Report

Subject: 2026 Water Line Contract
Author: Lloyd Cheney, City Engineer
Department: Engineering, Water
Date: April 28, 2026



Background

Each year, the City contracts to install culinary water lines for replacements and upgrades to the culinary water system. For the 2026 construction season, the following projects are anticipated:

- Replacement of the existing water line in 500 E from 1400 S to 1700 S.
- Replacement of the existing water line in 400 E from 1500 S to 1700
- Replacement of the existing water line in Sunset Dr. from Bountiful Hills Dr. to Millbrook Way.
- We also anticipate assigning additional development and replacement projects to this contract. Currently, we are coordinating with the hotel development and are aware of a 9 lot subdivision project which should also be assigned to this contract.

The contract documents are structured to accommodate each of the three replacement projects with separate schedules for the required materials. In addition, the Contract also includes a contingency schedule for additional projects which may arise, such as the hotel and subdivision mentioned previously. The contract also includes an extension clause which would allow the Contractor to continue the same type of work for two additional years.

Because of the sensitive nature of working on the culinary water system, installation of water systems for new development and replacement work is closely managed by the Engineering Department and the Water Department.

Analysis

Proposals were received from 10 contractors, many of whom have previously submitted bids for this contract or performed work for the City in prior years. The lowest price proposal was received from Rolfe Excavating & Construction of West Jordan, UT. A partial summary of the bids is shown below:

<u>Engineer's Estimate</u>	\$1,967,564.00
Rolfe Excavating	\$1,400,660.40
M.C. Green & Sons	\$1,523,998.75

Century Excavation	\$1,644,800.38
Great Basin Development	\$1,654,094.00

Development of the Engineer’s Estimate was based on prior contract pricing and an expected increase that was approximately equal to inflation. It is apparent that the lower than expected pricing is indicative that current economic conditions have reduced development work and more companies are willing to work on lower margins for more dependable sources of work.

Also included in the Engineering Department’s evaluation of pricing for this contract is a comparison to past pricing. Prices for specific items which make up the larger quantities of individual materials used in typical projects are shown in the following table:

Item	2020	2022	2023	2026
6” PVC Water Line	\$30.40/ft	\$62.00/ft	\$95.25/ft	\$69.00/ft
8” PVC Water Line	\$33.00/ft	\$74.00/ft	\$103.68/ft	\$79.00/ft
Fire Hydrant Assembly	\$5,700.00	\$8,695.00	\$8,895.18	\$9,000.00
1” Culinary Service	\$1,300.00	\$4,115.00	\$2,978.71	\$3,515.00
2” Culinary Service	\$2,755.00	\$8,170.00	\$7,597.14	\$6,320.00
6” Pressure Reducing Station	\$17,500.00	\$32,400.00	\$36,521.79	\$46,209.00
8” Pressure Reducing Station	\$21,000.00	\$42,000.00	\$42,634.16	\$52,103.00
Backfill Material	\$17.00/ton	\$21.00/ton	\$23.46/ton	\$19.00/ton

Past contract pricing (2023-2025) had shown continuing increases due to many factors, including materials costs (brass, PVC, cast metal components), and labor. While not a total “reset” to 2020’s pre-pandemic levels, a decrease in some of the major bid items is a welcomed change and will allow the City to maximize the amount of replacement work planned in this Contract.

Rolfe has extensive experience with water line replacement and installation. They have previously worked for multiple cities in the Salt Lake area, Jordan Valley Water Conservancy District and the Granger-Hunter Improvement District. I spoke with Ben White, former City Engineer for West Bountiful and current City Engineer for Taylorsville regarding Rolfe, and he gave a very positive and encouraging summary of his experiences working with them. Representatives from Grainger Hunter also said that Rolfe “did great work”. Based on this information, it appears that Rolfe is a responsible contractor and the Engineering Dept has no concerns about their ability to perform the work.

Department Review

This report has been reviewed by the Water Department Director and the City Manager.

Significant Impacts

The FY25-26 Water Dept. Capital Expense – Water Mains budget has allocated \$1,600,000 for water line replacement projects. The Department’s Long Term Capital Plan identifies \$1,600,000 for similar projects in the upcoming FY26-27 budget year. Because these amounts are key components to the Water Dept’s 40 yr maintenance plan, project expenses will be managed to fit within the planned expenditure levels. It is anticipated that the planned work under this contract will likely extend across two budget years, the Water and Engineering Depts will monitor the workload and expenses to fit within the approved budgets.

Recommendation

- Staff recommends the City Council accept the proposal of Rolfe Excavating & Construction and award the contract for the 2026 Water Line Projects at the unit prices submitted in the proposal.

Attachments

Bid Tabulation

Schedule 1: 500 E				ENGINEER'S ESTIMATE 27-Mar-26		Rolfe		MC Green		Century		Great Basin Development		Newman		Ormond		Spade		Condie		Beck		Leon Poulsen	
Item	Unit	Qty	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Lft	15	6" C-900 PVC Pipe (DR 18)	117.00	1,755.00	69.00	1,035.00	95.55	1,433.25	95.25	1,428.75	82.00	1,230.00	131.00	1,965.00	112.00	1,680.00	84.38	1,265.70	91.60	1,374.00	98.00	1,470.00	81.00	1,215.00
2	Lft	1,450	8" C-900 PVC Pipe (DR 18)	122.00	176,900.00	69.80	101,210.00	76.75	111,287.50	90.11	130,659.50	92.00	133,400.00	101.00	146,450.00	106.50	154,425.00	82.81	120,074.50	124.00	179,800.00	78.00	113,100.00	125.00	181,250.00
3	Ea	6	8" Tee	2,440.00	14,640.00	1,260.00	7,560.00	1,750.00	10,500.00	1,535.41	9,212.46	2,067.00	12,402.00	2,300.00	13,800.00	1,880.00	11,280.00	2,229.91	13,379.46	1,279.00	7,674.00	2,725.00	16,350.00	1,850.00	11,100.00
4	Ea	21	8" Fitting	1,510.00	31,710.00	950.00	19,950.00	1,200.00	25,200.00	1,039.18	21,822.78	1,375.00	28,875.00	1,750.00	36,750.00	1,195.00	25,095.00	1,643.12	34,505.52	831.00	17,451.00	1,715.00	36,015.00	1,475.00	30,975.00
5	Ea	8	8" Gate Valve	3,600.00	28,800.00	3,400.00	27,200.00	3,225.00	25,800.00	3,776.76	30,214.08	3,728.00	29,824.00	4,100.00	32,800.00	3,250.00	26,000.00	4,203.21	33,625.68	2,868.00	22,944.00	3,865.00	30,920.00	3,225.00	25,800.00
6	Ea	1	Bountiful Standard FH Assembly	10,000.00	10,000.00	9,000.00	9,000.00	9,872.00	9,872.00	10,319.68	10,319.68	10,559.00	10,559.00	12,350.00	12,350.00	9,195.00	9,195.00	15,294.48	15,294.48	10,640.00	10,640.00	17,000.00	17,000.00	12,750.00	12,750.00
7	Ea	9	Repl. Service Lateral to Exist. Meter (Short)	2,750.00	24,750.00	1,290.00	11,610.00	1,100.00	9,900.00	2,164.28	19,478.52	1,850.00	16,650.00	2,000.00	18,000.00	1,375.00	12,375.00	2,145.00	19,305.00	1,961.00	17,649.00	2,305.00	20,745.00	2,050.00	18,450.00
8	Ea	11	Repl. Service Lateral to Exist. Meter (Long)	2,960.00	32,560.00	2,110.00	23,210.00	1,500.00	16,500.00	2,267.64	24,944.04	2,665.00	29,315.00	2,300.00	25,300.00	1,625.00	17,875.00	2,457.00	27,027.00	2,570.00	28,270.00	2,870.00	31,570.00	3,550.00	39,050.00
9	Ea	8	Connect to Exist. Main	3,050.00	24,400.00	2,550.00	20,400.00	2,500.00	20,000.00	3,143.19	25,145.52	2,558.00	20,464.00	2,400.00	19,200.00	2,770.00	22,160.00	3,394.92	27,159.36	2,720.00	21,760.00	4,165.00	33,320.00	2,800.00	22,400.00
10	Ton	909	Granular Backfill	23.00	20,907.00	19.00	17,271.00	32.00	29,088.00	27.81	25,279.29	18.00	16,362.00	27.00	24,543.00	30.00	27,270.00	22.62	20,561.58	24.30	22,088.70	35.00	31,815.00	18.25	16,589.25
SubTotal				366,422.00		238,446.00		259,580.75		298,504.62		299,081.00		331,158.00		307,355.00		312,198.28		329,650.70		332,305.00		359,579.25	
Schedule 2: 400 E				ENGINEER'S ESTIMATE 27-Mar-26		Rolfe		MC Green		Century		Great Basin Development		Newman		Ormond		Spade		Condie		Beck		Leon Poulsen	
Item	Unit	Qty	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Lft	1,173	8" C-900 PVC Pipe (DR 18)	122.00	143,106.00	69.80	81,875.40	76.75	90,027.75	86.24	101,159.52	92.00	107,916.00	98.00	114,954.00	106.00	124,338.00	88.54	103,857.42	129.00	151,317.00	78.00	91,494.00	134.00	157,182.00
2	Ea	7	8" Tee	2,440.00	17,080.00	1,260.00	8,820.00	1,750.00	12,250.00	1,556.13	10,892.91	2,067.00	14,469.00	2,350.00	16,450.00	1,895.00	13,265.00	2,242.37	15,696.59	1,241.00	8,687.00	2,725.00	19,075.00	1,850.00	12,950.00
3	Ea	25	8" Fitting	1,510.00	37,750.00	950.00	23,750.00	1,200.00	30,000.00	1,086.98	27,174.50	1,375.00	34,375.00	1,670.00	41,750.00	1,235.00	30,875.00	1,646.30	41,157.50	831.00	20,775.00	1,715.00	42,875.00	1,475.00	36,875.00
4	Ea	9	8" Gate Valve	3,600.00	32,400.00	3,400.00	30,600.00	3,225.00	29,025.00	3,787.44	34,086.96	3,728.00	33,552.00	4,100.00	36,900.00	3,260.00	29,340.00	4,176.41	37,587.69	2,870.00	25,830.00	3,865.00	34,785.00	3,225.00	29,025.00
5	Ea	7	Repl. Service Lateral to Exist. Meter (Short)	2,750.00	19,250.00	1,290.00	9,030.00	1,100.00	7,700.00	2,184.01	15,288.07	1,850.00	12,950.00	2,000.00	14,000.00	1,380.00	9,660.00	2,145.00	15,015.00	1,957.00	13,699.00	2,305.00	16,135.00	2,050.00	14,350.00
6	Ea	3	Repl. Service Lateral to Exist. Meter (Long)	2,960.00	8,880.00	2,500.00	7,500.00	1,500.00	4,500.00	2,351.89	7,055.67	2,665.00	7,995.00	2,400.00	7,200.00	1,630.00	4,890.00	2,457.00	7,371.00	2,582.00	7,746.00	2,870.00	8,610.00	3,550.00	10,650.00
7	Ea	9	Connect to Exist. Main	3,050.00	27,450.00	2,600.00	23,400.00	2,500.00	22,500.00	2,988.84	26,899.56	2,558.00	23,022.00	2,300.00	20,700.00	2,655.00	23,895.00	3,376.32	30,386.88	2,474.00	22,266.00	4,165.00	37,485.00	2,850.00	25,650.00
8	Ton	728	Granular Backfill	23.00	16,744.00	19.00	13,832.00	32.00	23,296.00	27.73	20,187.44	18.00	13,104.00	27.00	19,656.00	30.00	21,840.00	22.62	16,467.36	24.30	17,690.40	35.00	25,480.00	18.25	13,286.00
SubTotal				302,660.00		198,807.40		219,298.75		242,744.63		247,383.00		251,117.00		258,103.00		267,539.44		268,010.40		275,939.00		299,968.00	
Schedule 3: Sunset Drive				ENGINEER'S ESTIMATE 27-Mar-26		Rolfe		MC Green		Century		Great Basin Development		Newman		Ormond		Spade		Condie		Beck		Leon Poulsen	
Item	Unit	Qty	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Lft	30	6" C-900 PVC Pipe (DR 18)	117.00	3,510.00	59.00	1,770.00	95.55	2,866.50	86.85	2,605.50	82.00	2,460.00	152.00	4,560.00	112.00	3,360.00	61.25	1,837.50	76.70	2,301.00	98.00	2,940.00	81.00	2,430.00
2	Lft	1,105	8" C-900 PVC Pipe (DR 18)	122.00	134,810.00	69.80	77,129.00	76.75	84,808.75	86.47	95,549.35	92.00	101,660.00	99.00	109,395.00	106.00	117,130.00	97.29	107,505.45	137.00	151,385.00	78.00	86,190.00	118.00	130,390.00
3	Ea	5	8" Fitting	1,510.00	7,550.00	950.00	4,750.00	1,200.00	6,000.00	1,047.65	5,238.25	1,375.00	6,875.00	1,670.00	8,350.00	1,235.00	9,025.00	1,646.30	15,015.00	831.00	20,775.00	1,715.00	42,875.00	1,475.00	36,875.00
4	Ea	3	Bountiful Standard FH Assembly	10,000.00	30,000.00	9,000.00	27,000.00	9,872.00	29,616.00	10,312.07	30,936.21	10,559.00	31,677.00	11,980.00	35,940.00	9,195.00	27,585.00	15,090.04	45,270.12	10,673.00	32,019.00	17,000.00	51,000.00	12,750.00	38,250.00
5	Ea	10	Repl. Service Lateral to Exist. Meter (Short)	2,750.00	27,500.00	1,290.00	12,900.00	1,100.00	11,000.00	2,161.32	21,613.20	1,850.00	18,500.00	2,000.00	20,000.00	1,375.00	13,750.00	2,145.00	21,450.00	1,955.00	19,550.00	2,305.00	23,050.00	2,050.00	20,500.00
6	Ea	8	Repl. Service Lateral to Exist. Meter (Long)	2,960.00	23,680.00	2,550.00	20,400.00	1,500.00	12,000.00	2,373.10	18,984.80	2,665.00	21,320.00	2,300.00	18,400.00	1,635.00	13,080.00	2,457.00	19,656.00	2,570.00	20,560.00	2,870.00	22,960.00	3,550.00	28,400.00
7	Ea	2	Connect to Exist. Main	3,050.00	6,100.00	2,600.00	5,200.00	2,500.00	5,000.00	3,140.87	6,281.74	2,558.00	5,116.00	4,000.00	8,000.00	2,770.00	5,540.00	3,671.70	7,343.40	9,313.00	18,626.00	4,165.00	8,330.00	3,100.00	6,200.00
8	Ton	704	Granular Backfill	23.00	16,192.00	19.00	13,376.00	32.00	22,528.00	27.67	19,478.68	18.00	12,672.00	27.00	19,008.00	30.00	21,120.00	22.62	15,924.48	24.30	17,107.20	35.00	24,640.00	18.25	12,848.00
SubTotal				249,342.00		162,525.00		173,819.25		200,688.73		200,280.00		216,203.00		207,590.00		227,538.90		265,658.20		227,685.00		246,393.00	
Schedule 4: Random Locations				ENGINEER'S ESTIMATE 27-Mar-26		Rolfe		MC Green		Century		Great Basin Development		Newman		Ormond		Spade		Condie		Beck		Leon Poulsen	
Item	Unit	Qty	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Lft	200	4" C-900 PVC Pipe (DR 18)	116.00	23,200.00	90.00	18,000.00	78.00	15,600.00	70.04	14,008.00	76.00	15,200.00	62.50	12,500.00	85.00	17,000.00	68.49	13,698.00	100.00	20,000.00	74.00	14,800.00	90.00	18,000.00
2	Lft	1,000	6" C-900 PVC Pipe (DR 18)	117.00	117,000.00	69.00	69,000.00	82.00	82,000.00	76.32	76,320.00	82.00	82,000.00	65.00	65,000.00	105.00	105,000.00	72.76	72,760.00	108.00	108,000.00	78.00	78,000.00	91.00	91,000.00
3	Lft	1,000	8" C-900 PVC Pipe (DR 18)	122.00	122,000.00	79.00	79,000.00	96.00	96,000.00	86.30	86,300.00	92.00	92,000.00	75.00	75,000.00	108.50	108,500.00	83.62	83,620.00	118.00	118,000.00	80.00	80,000.00		

City Council Staff Report



Subject: Davis County Community Development Block Grant (CDBG) Program Interlocal Cooperation Agreement (Federal Fiscal Years 2027–2029)
Author: Bradley Jeppsen
Department: Legal
Date: April 28, 2026

Background

The United States Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) program, which provides federal funding to entitlement communities for eligible housing and community development activities benefiting low- and moderate-income persons.

Davis County is designated as an entitlement “Urban County” under HUD’s CDBG program. Bountiful City participates in the Urban County program through an interlocal cooperation agreement with Davis County, which allows the County to administer CDBG funds and programs within City limits.

Federal regulations require Davis County to requalify as an Urban County every three years pursuant to 24 CFR § 570.307(a). As part of that requalification process, participating municipalities must enter into a new interlocal cooperation agreement for each three-year qualification period.

Davis County has prepared a new Interlocal Cooperation Agreement covering Federal Fiscal Years 2027, 2028, and 2029. This agreement supersedes prior agreements and incorporates updated HUD-required language,

Analysis

The proposed agreement allows Bountiful City to continue participating in the Davis County CDBG Urban County program for the 2027–2029 federal fiscal years. Participation ensures continued eligibility for CDBG funding administered by the County.

The terms of the proposed agreement are substantially similar to prior agreements. By entering into the agreement:

1. The City remains part of the County’s Urban County designation for purposes of receiving CDBG funding.
2. The County retains responsibility for administration of the CDBG program and selection of funded projects
3. The City agrees to comply with applicable federal regulations associated with the program

4. The City may not apply independently for State CDBG funds during the term of the agreement, but may still apply for other eligible programs as permitted

The updated agreement also incorporates current federal regulatory language and compliance requirements, including updated fair housing and civil rights provisions, as required by HUD. These updates do not materially change the City's role or obligations but ensure continued compliance with federal law.

Failure to approve the agreement would result in the City no longer participating in the Urban County program, which would make the City ineligible to receive CDBG funding through Davis County.

Review

This agreement has been reviewed by the City Manager's Office and the City Attorney's Office.

Recommendation

Staff recommends that the City Council adopt Resolution No. 2026-07 approving the Interlocal Cooperation Agreement between Davis County and the City of Bountiful relating to the conduct of the Community Development Block Grant (CDBG) program for Federal Fiscal Years 2027, 2028, and 2029, and authorize the Mayor, City Recorder, and City Attorney to execute the agreement.

Attachments

Exhibit 1 – Interlocal Cooperation Agreement (CDBG Program FFY 2027–2029)

Exhibit 2 – Resolution 2026-07

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT
OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2027, 2028 AND 2029

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the "County"), and the City of _____, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development ("HUD") has issued regulations governing the conduct of the Community Development Block Grants ("CDBG") program, published in 24 Code of Federal Regulations ("CFR"), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The County has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County's boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into this Agreement.

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

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.
2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:
 - A. The City may not apply for grants from appropriations under the State CDBG program for the Three-Year Qualification Period.
 - B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME

- consortium with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.
- C. The City may receive a formula allocation under the Emergency Solutions Grants (“ESG”) program only through the County, as an urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.
 3. The period covered by this Agreement is federal fiscal years 2027, 2028, and 2029 (the “Three-year Qualification Period”). This Agreement commences on October 1, 2026 and will remain in effect through the later of September 30, 2029, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
 4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City’s municipal boundaries, including CDBG program activities and projects within the City’s municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City’s municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City’s municipal boundaries.
 5. The Parties agree to:
 - A. Take all actions necessary to assure compliance with the County’s certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152;
 - B. Comply with Section 109 of the Act, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968;
 - C. Comply by signing the assurances and certifications in the HUD 424-B;
 - D. Comply with all other applicable laws; and
 - E. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.
 6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local government, including the City that does not affirmatively further fair housing within its

jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.

7. The City affirms that it has adopted and is enforcing:
 - A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.
9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.
10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act.
11. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

<u>To the City:</u> Bountiful Attn: David Burgoyne 795 South Main Street Bountiful, UT 84015	<u>To the County:</u> Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025
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12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.
14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. In that regard there are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.

15. This Agreement and its provisions may not be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. Signature pages follow.]

SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

DAVIS COUNTY, UTAH

John Crofts, Chair
Board of Davis County Commissioners
Dated:_____

ATTEST:

Brian McKenzie
Davis County Clerk
Dated:_____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City’s municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Chris Preston
Davis County Civil Attorney
Dated:_____

SIGNATURE PAGE FOR THE CITY OF _____, UTAH,
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

CITY OF BOUNTIFUL, UTAH

Kate Bradshaw

Mayor

Dated: _____

ATTEST:

Sophia Ward

City Recorder

Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Brad Jeppsen

Attorney for the City of BOUNTIFUL

Dated: _____



CITY OF BOUNTIFUL

MAYOR
Kate Bradshaw

CITY COUNCIL
Millie Segura Bahr
Dan Bell
Beth Child
Richard Higginson
Matt Murri

CITY MANAGER
Gary R. Hill

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2026-07

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF BOUNTIFUL CONCERNING THE CDBG PROGRAM FOR FEDERAL FISCAL YEARS 2027, 2028 AND 2029

WHEREAS, Davis County and the City of Bountiful previously entered into an Interlocal Cooperation Agreement relating to the Community Development Block Grant (CDBG) Program, which has been renewed in successive three-year periods, most recently by Resolution No. 2019-03 for Federal Fiscal Years 2020–2022; and

WHEREAS, pursuant to 24 CFR 570.307(a), Davis County must requalify as an Urban County every three years in order to receive CDBG funding from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, as part of that requalification process, participating municipalities, including the City of Bountiful, must enter into a new Interlocal Cooperation Agreement for each three-year qualification period; and

WHEREAS, Davis County has prepared an Interlocal Cooperation Agreement for Federal Fiscal Years 2027, 2028, and 2029, which supersedes prior agreements and incorporates required federal updates; and

WHEREAS, the City Council finds that continued participation in the CDBG program is in the best interest of the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bountiful, Utah; the Interlocal Cooperation Agreement Relating to the Conduct of the CDBG Program for Federal Fiscal Years 2027, 2028, and 2029, attached as Exhibit “A,” is hereby approved, and the Mayor and City Recorder are authorized to execute the agreement on behalf of Bountiful City.

PASSED and ADOPTED this 28th day of April 2026.

Kate Bradshaw, Mayor

ATTEST:

Sophia Ward, City Recorder