



BOUNTIFUL CITY COUNCIL

Tuesday, July 14, 2026

6:00 p.m. – Work Session

7:00 p.m. - Regular Session

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

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

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

AMENDED AGENDA

6:00 p.m. – Work Session

1. Chapter 5 Code Amendments Discussion – Mr. Bradley Jeppsen

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7:00 p.m. – Regular Meeting

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and city of residency, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of the minutes of the previous meeting held on June 9, 2026
4. BCYC Report
5. Council reports
6. Consider approval of:
 - a. Expenditures greater than \$1,000 paid on June 17, 24, and July 1, 2026
 - b. May 2026 Financial Report
7. Consider appointment of Jamie Welch Jaro and Darrin Perkes to the Planning Commission – Mayor Kate Bradshaw
8. Consider appointment of Councilmember Millie Segura Bahr to the Centerpoint Board of Directors – Mayor Kate Bradshaw
9. Consider approval of the purchase of two 2026 Ford F-150 4x4 four-door crew work trucks from Young Ford in the total amount of \$52,533 – Mr. Brock Hill
10. Consider approval of the purchase of a Roadtec RP-195 Highway Class Paver from Astec Industries in the total amount of \$596,839 – Mr. Charles Benson
11. Consider approval of the purchase of one Peterbilt 520 Chassis from Jackson Group Peterbilt and one Labrie Refuse Body from Signature Equipment in the total amount of \$382,819 – Mr. Charles Benson
12. Consider approval of the purchase of a Bobcat T740 T4 from Bobcat in the total amount of \$68,174 – Mr. Charles Benson
13. Consider approval of the purchase of a Ravo R5 from Enviro-Clean Equipment in the total amount of \$351,183 – Mr. Charles Benson
14. Consider approval of the purchase of an Echo Transmission Phase Two Insulator and Crossarm Change Replacement from Cache Valley Electric in the total amount of \$222,040 - Mr. Allen Johnson
15. Consider approval of excavation expenses for 50 West payable to Hughes Construction in the total amount of \$64,819 – Mr. Lloyd Cheney
16. Consider approval of Ordinance 2026-07, amending Titles 1-4 of the Bountiful City Code – Mr. Bradley Jeppsen
17. Consider approval of Resolution 2026-13, approving a facilities lease agreement with Utah Broadband – Mr. Bradley Jeppsen
18. Adjourn to 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).

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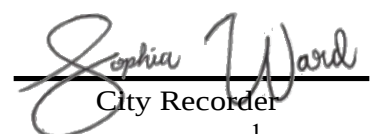
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City Recorder

City Council Staff Report



Subject: Update of Title 5 Chapter 1-9 of the City Code
Author: Bradley Jepps
Dept: City Attorney
Date: July 14, 2026

BACKGROUND

Title 5 has not undergone a comprehensive review in many years. During that time, significant portions of Utah law have changed, several new chapters have been added to the Bountiful City Code, and many existing provisions have become obsolete or unnecessary. The proposed amendments are intended to modernize the Code, remove outdated regulations, reduce unnecessary burdens on businesses, and improve consistency throughout the City's business licensing regulations.

Several chapters are recommended for repeal because they duplicate state law, have been superseded by other City ordinances, or no longer serve a meaningful regulatory purpose. Other chapters have been updated to better reflect current business practices and provide clearer licensing standards.

ANALYSIS

Chapter 1 – General Licensing Provisions

Several housekeeping changes are proposed to modernize the City's general business licensing provisions. The definition of "**Gross Revenue**" has been removed because business license fees are no longer calculated based upon gross revenue. Section 5-1-108 has been amended to expressly authorize the denial, suspension, or revocation of a business license when criminal activity directly related to the licensed business occurs, such as selling alcohol to minors or trafficking in stolen property. Finally, the former business recordkeeping requirement has been removed because it no longer serves a practical purpose and creates unnecessary administrative burdens for businesses.

Chapter 2 – Pawn Brokers

Chapter 2 is recommended for repeal because regulation of pawn brokers has largely been preempted by the Utah Pawnshop, Secondhand Merchandise, and Catalytic Converter Transaction Information Act and is administered by the Utah Division of Consumer Protection. Repealing the chapter eliminates duplicative local regulations while preserving the City's ability to regulate pawn shops through zoning and Title 14 of the Bountiful City Code.

Chapter 3 – Public Dances

Chapter 3 is recommended for repeal because it is outdated and no longer reflects current community practices. The chapter requires parental attendance at many public dances, mandates uniformed police officers under certain circumstances, and broadly defines public dance halls in a manner that could include private dance studios and similar businesses. Many of these provisions raise potential constitutional concerns, including First Amendment issues, while serving little practical regulatory purpose today.

Chapter 4 – Amusement Devices

Chapter 4 is recommended for repeal because it was originally intended to regulate arcades but now primarily imposes unnecessary licensing requirements on businesses that offer arcade or amusement devices as an accessory use. Businesses remain subject to the City's general business licensing, zoning, and land use regulations, while gambling devices continue to be prohibited under state law and other provisions of the City Code.

Chapter 5 – Door-to-Door Solicitation

No substantive changes are proposed.

Chapter 6 – Sound Amplification and Public Address Systems

At this time I am not suggesting changes to this section, but plan on moving it to the noise ordinance and event ordinance at a later date.

Chapter 7 – Businesses Selling Alcohol

Chapter 7 has been substantially reorganized and modernized to better reflect the City's limited but important role in regulating alcohol sales under Utah law. The existing chapter provided relatively little guidance regarding the standards for granting or denying local consent, renewing local consent, or revoking local consent after it had been issued. The proposed amendments establish a more comprehensive and objective framework that is consistent with Title 32B of the Utah Code while preserving the City's discretion to protect the public health, safety, and welfare.

The proposed amendments clearly identify the qualifications an applicant must satisfy before local consent may be granted, including compliance with zoning regulations, building and fire codes, applicable state alcohol laws, and all required permits and approvals. The ordinance also establishes objective standards for denying an application, renewing local consent, and revoking local consent when a business no longer satisfies those requirements.

The amendments further clarify the respective responsibilities of the License Supervisor and the City Council. The License Supervisor is responsible for reviewing applications, coordinating departmental review, and making a recommendation to the City Council. The City Council remains the local authority responsible for granting or denying local consent, consistent with Utah law.

In addition, the chapter establishes a uniform administrative appeal process for revocations that is consistent with the City's proposed Administrative Law Judge procedures. Rather than creating a unique appeal process solely for alcohol licenses, appeals will follow the same procedures applicable to other administrative licensing decisions throughout the City Code. This provides greater consistency, improves procedural fairness, and reduces ambiguity regarding the applicable standards of review.

Overall, these amendments do not significantly expand the City's regulatory authority. Instead, they organize the existing requirements into a clearer and more objective framework, provide better guidance to applicants and City staff, and ensure that local alcohol licensing decisions are administered in a consistent and legally defensible manner.

Chapter 8 – Massage Therapy

The Utah Massage Therapy Practice Act provides a comprehensive licensing system for traditional massage therapists. However, a growing number of businesses provide services such as Reiki, energy work, aura balancing, sound healing, reflexology, and similar bodywork practices that frequently fall outside the State's licensing framework. While many of these businesses operate legitimately, they are often unlicensed and, in some jurisdictions, have been used as fronts for criminal activity, including prostitution and human trafficking. The proposed amendments preserve the existing state licensing system while creating a local licensing process for bodywork services that are not otherwise regulated by the State. If the Council elects to retain this chapter, these amendments provide a meaningful regulatory purpose while avoiding unnecessary duplication of state oversight.

Chapter 9 – Professional Dancers

Chapter 9 is recommended for repeal because it has become largely obsolete following the adoption of the City's Sexually Oriented Business regulations. The chapter was originally intended to regulate professional and adult dancing through licensing requirements and restrictions on performers and patrons. Those concerns are now comprehensively addressed by Chapter 15, making this chapter largely duplicative.

DEPARTMENT REVIEW

This Report and Proposed Amendments have been reviewed by the City Manager and City Planning Director.

RECOMMENDED ACTION

Staff is asking for direction from the council relating to Bountiful City Code Title 5 Chapters 1-9. Staff is recommending that we remove obsolete provisions, modernize business licensing regulations, reduce unnecessary burdens on businesses, and improve consistency with current Utah law and existing City ordinances.

ATTACHMENTS

- A. Redline Version of Code Title 5 Chapters 1-9.

Title 5

Business Regulations

Chapter 1: General Licensing Provisions
Chapter 2: Pawn Brokers
Chapter 3: Public Dance Halls
Chapter 4: Amusement Devices
Chapter 5: Door to Door Soliciting Prohibited Where Notice Provided.
Chapter 6: Sound Amplification and Public Address Systems
Chapter 7: Businesses Selling Alcohol
Chapter 8: Massage Therapy
Chapter 9: Professional Dancers
Chapter 10: Fireworks
Chapter 11: Horse Drawn Carriages
Chapter 12: Temporary Licenses
Chapter 13: Going Out of Business Sales
Chapter 14: Businesses Leasing Premises to Other Businesses
Chapter 15: Sexually Oriented Businesses
Chapter 16: Ice Cream Vendors
Chapter 17: Sidewalk Cafes

Chapter 1: General Licensing Provisions

5-1-101. Definitions.
5-1-102. License Requirement.
5-1-103. License Supervisors.
5-1-104. Application for License.
5-1-105. License Term and Fees.
5-1-106. Display of License.
5-1-107. Appeal of License Denial
5-1-108. Grounds for Denial, Modification, Suspension or Revocation
5-1-109. Procedure for Appeal, Denial, Modification, Suspension or Revocation.
5-1-110. Records to be Maintained.
5-1-111. Exemption to License.

5-1-101. Definitions.

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

- (a) "Business" means and includes all activities engaged in within the corporate limits of Bountiful carried on for the business of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term business unless otherwise specifically prescribed.
- (b) "Engaged in Business" includes but is not limited to the sale of tangible personal property and the rendering of personal services for others for a consideration by persons engaged in any craft, business, occupation, or other calling, except the rendering of personal services by an employee to his employer under any contract of personal employment. The foregoing shall also include the renting by a lessor of space, whether enclosed or otherwise, to be used as office space for any use or endeavor including but not limited to commercial, medical, dental, or other professional

endeavors or otherwise. The foregoing shall also include the renting by a lessor of four (4) rental units or more for the purpose of human habitation whether the said units are included or enclosed within one (1) structure or separate structures or a combination thereof.

- (c) "Employee" means the operator, owner or manager of said business and any persons employed by such person in the operation of said business in any capacity and also any salesman, agent or independent contractor engaged in the operation of said business in any capacity.
- (d) "Number of Employees" means the average number of employees engaged in business each regular working day during the preceding calendar year. In computing said number, each regular full-time employee shall be counted as one employee, and each part-time employee shall be counted as that fraction which is formed by using the total number of hours regularly worked by a full-time employee as the denominator.
- (e) "Person" means any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, corporation, association, society or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit or otherwise.

- ~~(f) "Gross Revenue" means the gross receipts of the business, but shall not include: The amount of any federal tax, except excise taxes imposed upon or with respect to retail or wholesale sales, whether imposed upon the retailer, wholesaler, jobber or upon the consumer and regardless of whether or not the amount of federal tax is stated to customers as a separate charge; and the amount of net Utah State Sales Tax. The term "gross sales" includes the amount of any manufacturer's or importer's excise tax included in the price of the property sold, even though the manufacturer or importer is also the wholesaler or retailer thereof, and whether or not the amount of such tax is stated as a separate charge.~~

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- ~~(e)~~(f) "Temporary Business" means engaging in a business on a lot without a permanent building or on a lot with a permanent building, but disassociated with any business located within said building.

- ~~(h)~~(g) "Permanent Building" means any structure used or intended for supporting or sheltering any use or occupancy having footings and a foundation.

5-1-102. License Requirement.

- (a) Except for door to door solicitation, every business and every person engaged in business in the City must annually procure a business license, plus any other license which may be required in this Code. A separate license is required for each separate business site or location.
- (b) It is unlawful to engage in business without the current license or licenses required in this Code. Every day without a required license is a separate offense.
- (c) All licenses are non-transferable as to both the license holder and the location.

5-1-103. License Supervisor.

The City Planning and Economic Development Director is hereby designated as the License Supervisor. The License Supervisor shall have the duty to receive applications for licenses, to review them for completeness, to collect license fees, and to issue or deny licenses as appropriate.

5-1-104. Application for License.

- (a) Applications for a license shall be made in writing upon the forms provided by the City.
- (b) An applicant must provide all information requested upon the application form. A license shall not be granted upon an incomplete form.
- (c) It is unlawful to give to the City an application for a license which contains false or misleading information. Any such application shall be denied.

5-1-105. License Term and Fees.

- (a) All licenses, unless otherwise provided in this Code, shall be valid for the calendar year in which issued, or part thereof remaining. New licenses must be obtained every calendar year.
- (b) Prior to the granting of any license, the applicant must pay the license fee. All license fees shall be set by resolution of the City Council, unless otherwise specified in other chapters of this Title.
- (c) Licenses fees for businesses licensed for the previous year shall be double the normal fee if renewed on or after July 1st of the current year.

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5-1-106. Display of License.

- (a) All licenses must be displayed on the business premises to which granted in a conspicuous place in view of the public.
- (b) The license or licenses of any business shall be exhibited upon request to a City representative or any peace officer. It is unlawful to refuse to do so.

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5-1-107. Appeal of License Denial.

Any person whose license application has been denied, modified, suspended or revoked by the License Supervisor has the right to appeal to the Bountiful City Administrative Law Judge. Any such appeal shall be requested in writing directed to the Bountiful City Recorder within 30 days of the denial.

5-1-108. Grounds for Denial, Modification, Suspension or Revocation.

The License Supervisor may deny, modify, suspend or revoke any license for any of the following reasons:

- (a) fraud or misrepresentation in the application or procurement of the license;
- (b) violation of, or failure to comply with, any provision of this Code or of the Utah State Code;
- (c) failure to pay any required fee when due;
- (d) failure to comply with current zoning ordinances or failure to perform any condition of a conditional use permit;
- (e) failure to perform any requirement of the City made in the approval of a request to the City for any license, permit, etc., such as off-street parking, site plan provisions, architectural review, landscaping, or any other such requirement;

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- (f) failure to maintain qualifications for the license;
- (g) maintenance of an illegal sign;
- (h) conducting an illegal business upon the premises;
- (i) (i) the commission by the licensee of any felony, Class A misdemeanor, or Class B misdemeanor, or the commission by any employee of any felony, Class A misdemeanor, or Class B misdemeanor on the licensed premises or while acting within the course and scope of employment for the licensed business;
violating any statute or ordinance involving moral turpitude;
- (j) any conduct or act on the business premises, or any conduct, act or condition permitted, by the licensee or any employee which renders, or tends to render, such business or its premises a public nuisance or a menace to the health, peace, safety or general welfare of the City;
- (k) failure to comply with any applicable provision of the Uniform Fire Code, Uniform Building Code, Uniform Electrical Code, or any other building code provision adopted in this Code;
- (l) violation of any provision of the particular Chapter of this Code applicable to the license in question; or
- (m) conducting business without any license required by State law; or
- (n) conducting business in violation of any applicable State law; or
- (o) for other good cause shown.

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5-1-109. Procedure for Appeal, Denial, Modification, Suspension or Revocation.

An appeal shall be heard by the Bountiful City Administrative Law Judge in accordance with Section 2-8-101 et seq of this City Code.

5-1-110. Records to be Maintained.

It is the duty of every person liable for the payment of a business fee imposed by this chapter, to keep and preserve for a period of four (4) years such books and records as will accurately reflect the amount of his gross annual sales of goods and services for any year, and the number of employees from which can be determined the amount of any license fee for which he may be liable under the provisions of this chapter.

5-1-110+. Exemption to License.

No license fee shall be imposed under this chapter upon any person engaged in business for solely religious, charitable eleemosynary or other type of strictly non-profit purpose who is tax exempt in such activities under the laws of the United States and the State of Utah, nor shall any license fee be imposed on any person engaged in a business specifically exempted from municipal taxation and fees by the laws of the United States or the State of Utah.

Chapter 2: Pawn-Brokers Repealed

~~5-2-101. Pawn Broker Defined.~~

~~5-2-102. Pawn Broker License.~~

~~5-2-103. Records to be Kept.~~

~~5-2-104. Dealing with Minors Prohibited.~~

~~5-2-105. Unlawful to Pawn Items not Owned or to Give False Information.~~

5-2-101. Pawn Broker Defined.

Any person within the limits of this City who loans money on deposit of personal property or deals in the purchase or possession of personal property on condition of selling the same back again to the pledger or depositor or who loans or advances money on personal property by taking chattel mortgage security thereon and takes or receives such personal property in his possession is hereby declared to be a pawn broker.

5-2-102. Pawn Broker License.

It is unlawful for a person to engage in the business of a pawn broker without a current pawn broker license from the City.

5-2-103. Records to be Kept.

Every pawn broker shall comply with all applicable State law, and shall keep records containing a description of all articles received by them, the amounts paid therefor or advanced thereon, a general description of the person from whom received, together with his name and address and the date of the transaction. Such records shall at all reasonable times be accessible to any peace officer who demands an inspection thereof, and any further information regarding such transaction that he may require shall be given by pawn brokers and second-hand dealers to the best of the ability. At the close of each day's business pawn brokers shall mail a copy of such records to the Police Chief. It is unlawful to fail to keep this required information, or to provide false information.

5-2-104. Dealing with Minors Prohibited.

It is unlawful for any pawn broker business to permit persons under eighteen years of age to pawn, pledge or deposit items of any kind.

5-2-105. Unlawful to Pawn Items not Owned or to Give False Information.

(a) It is unlawful for anyone to pawn items with a pawn broker when that person does not own those items.

(b) It is unlawful for anyone to give false information concerning property to a pawn broker. Re

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Chapter 3: Public Dances Repealed

~~5-3-101. Definitions.~~

~~5-3-102. Dance License.~~

~~5-3-103. Age Requirements.~~

~~5-3-104. Permitted Hours.~~

5-3-101. Definitions.

"Public Dance" means any dance to which the public generally may gain admission with or without the payment of a fee, but shall not include any dance conducted on or in any public park, street, or public grounds by permission of the City Council and under the supervision of the Bountiful City Recreation Department, a public or private school and churches.

"Public Dance Hall" means any rooms, place or space in which a public dance is held or in which classes in dancing are held and instruction in dancing is given for hire.

"Non Public Dances" means dances conducted and sponsored by public or private schools and churches for the students or members thereof even though an admission fee is charged, and dances conducted in private homes. Such dances shall not be deemed to be public dances and shall be exempt from the licensing provisions of this Chapter.

~~5-3-102. Dance License.~~

~~(a) It is unlawful to hold or conduct any public dance without a current dance license from the City.~~

~~(b) The Police Department and Fire Department shall each examine each application to determine whether or not the dance halls sought to be licensed conform with the regulations, ordinances and laws applicable thereto. A written recommendation from each department shall be made as to whether a license shall be granted or refused.~~

~~5-3-103. Age Requirements.~~

~~(a) Except as provided in subparagraph (b) of this Section, it is unlawful to permit any person who has not reached the age of 18 years to attend or remain at any public dance unless such person is accompanied by his parent or legal guardian.~~

~~(b) It is lawful to permit persons who have attained the age of 14 years to attend a public dance without being accompanied by their parent or legal guardian only where such public dance is held under the following conditions:~~

~~(1) Said dance is under the supervision of a uniformed Category I Police Officer, who must be in his or her peace officer uniform and not in a private security or other uniform, which supervision shall be furnished at the expense of the management of the dance.~~

~~(2) No cigarettes, beer or liquor is sold, consumed or used upon the dance hall premises.~~

~~5-3-104. Permitted Hours.~~

~~It is unlawful for any person to conduct or maintain any public dance or public dance hall or having charge or control thereof to conduct carry on or permit any dance or dancing therein between the hours of 12:00 midnight of any day and 6:00 a.m. of the following day.~~

~~Chapter 4: Amusement Devices~~

~~5-4-101. Purpose.~~

~~5-4-102. Definitions.~~

~~5-4-103. License.~~

~~5-4-104. Referral to Police Chief.~~

~~5-4-105. Gambling Devices Prohibited.~~

5-4-106. Amusement Device Regulations.

5-4-107. Exemption.

5-4-101. Purpose.

The City Council finds that in order to preserve the peace, health, safety and welfare of the inhabitants, and particularly of the youth, of the City of Bountiful, the public patronage and use of amusement devices should be licensed and be subject to certain regulations as set forth in this Chapter.

5-4-102. Definitions.

"Amusement device" means any amusement machine, computer or other device made available to the public for the purpose of amusement or skill, and for the play of which a fee is charged. The term does not include coin operated music devices, ride machines designed primarily for the amusement of children, or vending machines not involving chance or skill.

"Accessory use" means a use incidental and subordinate to the principal use of the building or business, and operating fewer than eleven amusement devices.

"Arcade" means a business operating amusement devices as its primary business and/or having eleven or more machines.

"Person" means individual natural person, partnership, corporation, joint venture, society, association, club, trustee, or any other agency.

5-4-103. License.

(a) It is unlawful for any person to display or make available for public patronage or operation any amusement device without a current amusement device license from the City.

(b) No license shall be issued to individuals, or to business entities with principal individuals, with criminal convictions involving sexual or child abuse or other offenses involving moral turpitude.

5-4-104. Referral to Police Chief and Fire Chief.

The application for an amusement device license, together with such information as is required by the City to be attached thereto, shall be referred to the Chief of Police and to the Fire Chief for inspection, investigation and report. They shall, within fifteen days after receiving the application, make a report to the Licensing Supervisor.

5-4-105. Gambling Devices Prohibited.

Nothing in this ordinance shall in any way be construed to authorize, license or permit any gambling device whatsoever, or any device in any way contrary to law.

5-4-106. Amusement Device Regulations.

The following regulations shall apply to any business involving amusement devices:

~~(a) For businesses with amusement devices as an accessory use, no more than 25% of the floor area (not including restrooms and storage) may be used for amusement devices.~~

~~(b) For amusement device arcades, location, floor plans and other details shall be reviewed on an individual basis by the Planning Director, Fire Chief, and Police Chief.~~

~~(c) For all businesses with amusement devices, the following regulations shall apply:~~

~~(1) Space and Location Requirements.~~

~~(A) Adequate space shall be provided for each amusement device so as to allow its use without overcrowding.~~

~~(B) All entrances and interior areas shall be adequately lighted for adequate visibility and supervision.~~

~~(2) Supervision Required.~~

~~There shall be at least one supervisory employee on the premises during hours of operation of the amusement devices. The location of the amusement devices shall be such that there is a management attendant within the same room or such that the management attendant outside of the same room can easily see and supervise the interior of the room.~~

~~(3) Age Limits and Hours of Operation.~~

~~(A) It is unlawful for any licensee or any agent or employee of such licensee to permit, suffer or allow any person under the age of eighteen years to use or operate any amusement device located in or upon the licensed premises during such time as public elementary and secondary schools are in session.~~

~~(B) Persons under the age of eighteen may be allowed to operate amusement devices during their school hours if accompanied by an adult twenty-one years or older or by a parent.~~

~~(4) No Smoking or Alcohol.~~

~~No person shall be allowed to remain on the license premises for amusement devices while in the possession of, consuming, using or under the influence of, any alcoholic beverage or illegal drugs. No licensee, manager or supervisory employee shall permit any such person to enter or remain on the premises. Smoking and the sale of tobacco products on the premises is prohibited, except for general merchandise department and grocery stores.~~

~~(5) Signage.~~

~~Signs informing the public of the limitations on operation by school age children and the limitations on alcoholic beverages and smoking shall be posted in each area licensed for the operation of amusement devices. The text of such signs shall be in letters at least two inches high and on a contrasting background so as to be clearly readable.~~

~~(6) Other Requirements.~~

~~The Licensing Supervisor may make such specific requirements as may be reasonably necessary to protect the interests, safety and welfare of the children and others who will be the clientele of the licensee, and to ensure sufficient access, parking, lighting, etc., for the specific site. This shall be a continuing right even after the license is issued.~~

~~**5-4-107. Exemption.**~~

~~These regulations do not apply to businesses not allowing minors upon the premises.~~

Chapter 5: Door to Door Soliciting Prohibited Where Notice Provided.

5-5-101. (a) "Soliciting" means the practice of engaging in, or attempting to engage in, conversation with any person at a residence for the purpose of making or seeking to make or facilitate a sale of goods or services by means of door to door solicitation.

(b) "Solicit a residence" means to knock on the door or ring a door bell at a residence, or speak with a person at the premises, for the purpose of selling, seeking to sell, or obtaining orders or prospective customers for goods or services.

(c) Any occupant of a residence may give notice of a desire to refuse solicitations by displaying a sign stating "No Soliciting" or similar wording, which shall be posted on or near the main entrance door. The display of such a sign constitutes notice to any solicitor that the inhabitants of the residence do not desire to receive and/or do not invite solicitors. It is the duty of the Solicitor to check each residence for the presence of any such sign or notice and to refrain from soliciting where present.

(d) It is a class C misdemeanor for any person to solicit a residence or a person at a residence where a "no soliciting" or similar notice has been given against soliciting as provided in this section.

Chapter 6: Sound Amplification and Public Address Equipment

5-6-101. Sound Amplifier Defined.

5-6-102. Sound Amplifier License.

5-6-103. Application.

5-6-104. Summary Revocation.

5-6-101. Sound Amplifier Defined.

For the purpose of this Chapter a "Sound Amplifier" is defined as any instrument or device which amplifies or increases the volume of sound. This includes, but is not limited to, public address systems, loud speakers, music players such as boom boxes, electronic instruments, and any other device which produces loud words, music or other sound.

5-6-102. Sound Amplifier License.

It is unlawful for any person, firm, association or corporation to use or operate, or permit to be used or operated out of doors, or indoors when used or operated to reach persons out of doors, any sound amplifier as defined in this chapter in any part of the City without a current amplified sound license from the City.

5-6-103. Application

The application shall set forth the name and address of the applicant, the location or locations or route or routes at which or over which applicant proposes to operate such sound amplifier or sound amplifiers, the purpose for which such sound amplifier or sound amplifiers will be used, the proposed hours of operation, and the number of days of proposed operation.

5-6-104. Denial of License and Summary Revocation.

A sound amplification license may be summarily revoked by any Bountiful police officer upon probable cause to believe that the noise ordinance is being violated, or if under the totality of circumstances the sound is unreasonably disturbing neighbors, the public, or others. The revocation may be appealed to the Bountiful Police Chief, and a denial or revocation of a license may be appealed to the Bountiful City Administrative Law Judge.

Commented [BJ2]: Essentially our noise ordinance and event ordinance should cover this.

Chapter 7: Businesses Selling Alcohol

5-7-101. Definitions.

5-7-102. Alcohol License.

5-7-103. Qualifications for License.

5-7-104. Applications for License.

5-7-105. Referral to City Officials.

5-7-106. Issuance of License.

5-7-107. License Expiration and Renewal.

5-7-108. License Conditions.

5-7-109. Licenses.

5-7-110. Unlawful Acts.

5-7-101. Definitions.

Terms used in this Chapter shall have the meanings provided in Title 32B of the Utah Code, as amended. Unless the context clearly requires otherwise, as used in this Chapter, the terms shall have the definitions given in the Alcoholic Beverage Control Act of the Utah State Code.

"Alcoholic beverage", "beer" and "liquor" shall have the definitions given in the Alcoholic Beverage Control Act of the Utah State Code.

5-7-102. Beer License.

5-7-102. Unlawful Sale or Service of Alcoholic Beverages.

(a) It is unlawful for any person to sell, offer for sale, furnish, distribute, serve, manufacture, store for sale, or permit the consumption of any alcoholic beverage within Bountiful City without first obtaining all licenses, permits, approvals, and local consent required by federal law, state law, and this Code.

(b) It is unlawful for any person to sell, offer for sale, furnish, distribute, serve, manufacture, store for sale, or permit the consumption of any alcoholic beverage in violation of Title 32B of the Utah Code, any rule promulgated thereunder, or any applicable provision of the Bountiful City Code.

(c) A violation of this section is a Class B misdemeanor.

(a) It is unlawful for a person to sell beer or an alcoholic beverage at retail, and/or permit the consumption of beer or an alcoholic beverage on any business premises without a current beer license from the City, or without a current license required by State law.

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~~(b) A separate license is required for each separate place of business.~~

5-7-103. Qualifications for License.

5-7-103. Qualifications for Local Consent and City Licensing.

In addition to any requirements imposed by state law, an applicant seeking local consent, a City business license, or other approval under this Chapter shall demonstrate the following:

- (a) The applicant shall comply with all applicable provisions of Title 32B of the Utah Code and all applicable federal, state, and local laws.
- (b) The proposed business shall comply with all applicable zoning regulations, land use regulations, development standards, parking requirements, building codes, fire codes, health regulations, and conditions of approval imposed by the City.
- (c) The applicant shall not have knowingly made any false, misleading, or fraudulent statement in any application submitted to the City or the State of Utah.
- (d) The applicant shall not have had a state alcohol license, local consent, or business license revoked or suspended within the preceding three (3) years for violations involving alcoholic beverage laws, controlled substances, fraud, violence, public safety, or similar misconduct.
- (e) The proposed operation shall not create a substantial adverse impact upon the public health, safety, or welfare that cannot be adequately mitigated through compliance with applicable laws, regulations, and conditions of approval.
- (f) The applicant shall satisfy all distance and proximity requirements established by Title 32B of the Utah Code and any applicable land use regulations of Bountiful City.
- (g) The applicant shall maintain all licenses, permits, and approvals required by federal, state, and local law.
- (h) The applicant shall remain in good standing with respect to all City taxes, fees, assessments, and obligations related to the proposed business.
- (i) The applicant, and if the applicant is not a natural person, any officer, director, manager, managing member, partner, or person holding a controlling ownership interest in the applicant, shall not have been convicted within the preceding five (5) years of a felony, Class A misdemeanor, Class B misdemeanor, or any offense involving the unlawful manufacture, sale, distribution, furnishing, transportation, or possession of alcoholic beverages, controlled substances, fraud, theft, violence, or other conduct bearing upon the applicant's fitness to hold an alcohol-related license.
- (j) The City Council may consider the applicant's history of compliance with alcoholic beverage laws, business licensing requirements, land use regulations, and other laws directly related to the operation of the proposed business.
- (a) Applicants for licenses and the premises proposed to be licensed under this Chapter must meet the following qualifications:

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~~(1) Each licensee must be over 21 years of age, and a citizen of the United States, or a lawful resident alien, or is otherwise lawfully residing within the United States.~~

~~(2) Each licensee must possess the qualifications required under the Alcoholic Beverage Control Act and other pertinent statutes;~~

~~(3) Each licensee, or in the case of a partnership, each partner, or in the case of a corporation each director or officer, shall not have been convicted of or forfeited bail on a charge of having committed a misdemeanor involving moral turpitude or a felony or any violation of any law or ordinance relating to intoxicating liquors or drunken driving or keeping a gambling or disorderly house;~~

~~(4) Each licensee shall not be delinquent in his financial obligations to the city;~~

~~(5) The licensed premises shall comply with the regulations issued by the Board of Health;~~

~~(6) No license shall be granted to allow on-premise consumption of alcoholic beverages:~~

~~(A) within 600 feet of any public or private school, church, public library, public playground, or park, as measured by the method established by State law, or~~

~~(B) for any location with a vehicle entrance or exit within 200 feet of any public or private school, church, public library, public playground, or park, as measured in a straight line from the nearest entrance/exit of the proposed establishment to the nearest property boundary of the public or private school, church, public library, public playground, or park.~~

~~(C) With respect to the establishment of an on-premise beer retailer license that does not operate as a tavern (as defined by State law) the City Council may authorize a variance to the proximity requirements of this subsection if:~~

~~(i) the State also grants a variance;~~

~~(ii) a public hearing has been held by the City Council after notice published twice in a locally distributed newspaper five to twenty-one days prior to the hearing; and~~

~~(iii) the City Council determines that establishing a license would not be detrimental to the public health, peace, safety, and welfare of the community, after considering relevant facts, including the following: the location of the beer retailer relative to the location of the school, church, library or park, whether and what kind of street is between them, the pedestrian flow in the area, the location of sidewalks, other geographical considerations, the respective hours of operation, the nature of the neighborhood, and other factors that may exist.~~

~~(b) The governing body reserves, for implementation at a future time, the right to require of establishments licensed under this Chapter, a bond to guarantee compliance with all laws and ordinances~~

and which may be forfeited to the city upon such conditions as the governing body may, at a future time, adopt and specify by ordinance.

(e) The governing body reserves, for implementation at a future time, the right to restrict the number of establishments licensed under this Chapter and to adopt a system providing for the allocation of such licenses in the future.

(d) The license required by this Chapter shall be in addition to any other business or regulatory license or licenses required by the city or other regulatory authority.

5-7-104. Applications for License.

(c) Any person seeking local consent for the sale of alcoholic beverages within Bountiful City shall submit an application to the License Supervisor upon forms approved by the City.

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(d) The application shall contain such information as reasonably necessary to determine compliance with this Chapter, Chapter 5-1 of this Title, applicable land use regulations, and Title 32B of the Utah Code.

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(e) The applicant shall provide all information requested by the City. An application shall not be considered complete until all required information has been submitted.

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(f) The applicant shall pay all fees established by resolution of the City Council.

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(a) All applications for licenses required by this Chapter shall be filed with the License Supervisor and must state the applicant's name in full and contain all necessary information required to show that he has complied with the requirements and possesses the qualifications specified in the Alcohol Beverage Control Act and this Chapter. The License Supervisor or the Chief of Police may require the applicant to furnish other information to insure compliance with this Chapter. If the applicant is a partnership, association, or corporation, the same information must be obtained with respect to each partner, association member, corporate director or officer. All applications by individuals must be subscribed by such persons and state under oath that the facts set forth therein are true. Each applicant shall provide with his initial application a site plan and layout review, indicating all security measures and plans for ingress and egress to a public street. Each applicant shall, at the time of filing his license application, present himself to the chief of police or his designee, to be fingerprinted and photographed. Such fingerprints and photographs shall be clearly marked and designated as having been taken in connection with an application for a beer license.

5-7-105. Review of Application. Referral to City Officials.

(c) Upon receipt of a complete application, the License Supervisor shall review the application for compliance with this Chapter, Chapter 5-1 of this Title, applicable land use regulations, and Title 32B of the Utah Code.

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(d) The License Supervisor may refer the application to City departments for review and comment, including the Police Department, Fire Department, Community Development Department, and any other department reasonably necessary to evaluate the application.

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(e) Upon completion of the review, the License Supervisor shall prepare a recommendation to the City Council regarding whether the applicant satisfies the qualifications and requirements of this Chapter.

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(a) The License Supervisor shall refer all applications for a license under this Chapter to the Chief of Police and the Fire Chief.

(b) The Chief of Police shall, within 10 days after receiving such application, report in writing to the governing body the general reputation and character of the persons who habitually frequent such place, the nature and kind of business conducted at such place by the applicant or by any other person or by the applicant at any other place, whether said place is or has been conducted in a lawful, quiet and orderly manner, the nature and kind of entertainment, if any at such place, whether gambling is or has been permitted on the premises or by the applicant at any other place, the proximity of such premises to any school or church, and his recommendation as to whether or not the application should be granted.

5-7-106. Issuance of LicenseLocal Consent.

(a) The City Council shall act as the local authority for purposes of granting local consent under this Chapter and Title 32B of the Utah Code.

(b) The City Council shall grant local consent upon finding that the applicant satisfies the qualifications and requirements of this Chapter, Chapter 5-1 of this Title, applicable land use regulations, and Title 32B of the Utah Code.

(c) The City Council may deny local consent only upon a showing of good cause. Good cause includes, but is not limited to:

(1) Failure to satisfy any qualification or requirement established by this Chapter, Chapter 5-1 of this Title, applicable land use regulations, or Title 32B of the Utah Code;

(2) Materially false, misleading, or fraudulent information contained in the application.

(3) Failure to obtain or maintain any required permit, approval, or license;

(4) A demonstrated history of violations of alcoholic beverage laws, business licensing requirements, land use regulations, or other laws directly related to the operation of the proposed business; or

(5) Circumstances demonstrating that approval would pose a substantial threat to the public health, safety, or welfare.

(d) The City Council may impose reasonable conditions on local consent as authorized by law.

(a) Upon receipt of the reports from the Chief of Police and other officials, the governing body may consider the application for license.

(b) The governing body has the sole discretion to grant or to refuse to grant a license under this chapter.

(c) If the applicant has complied with all applicable laws, ordinances and regulations, the governing body may direct the City Recorder to issue a license to the applicant for the licensed premises.

(d) The issuance of a license pursuant to this Chapter shall grant only a revocable privilege as provided hereunder and under the laws of the State of Utah and shall not confer any vested rights of any kind or nature upon a licensee.

(e) If the license application is denied by the governing body, no new application shall be made for the premises until after the expiration of one year following the denial of the initial application.

5-7-107. Renewal of Local Consent.License Expiration and Renewal.

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(a) Local consent issued under this Chapter shall expire on December 31 of each year unless sooner suspended or revoked.

(b) A holder of local consent may renew such consent by submitting a renewal application and paying any required fee no later than thirty (30) days prior to expiration.

(c) The License Supervisor shall renew local consent upon determining that the applicant continues to satisfy the qualifications and requirements of this Chapter and has maintained all licenses, permits, and approvals required by federal law, state law, and this Code.

(d) The License Supervisor may deny renewal upon a finding of good cause. Good cause includes failure to maintain the qualifications required by this Chapter, violation of Title 32B of the Utah Code, violation of this Code, violation of any condition of approval, or the loss of any required license, permit, or approval.

(e) Any denial of renewal by the License Supervisor may be appealed to the Administrative Law Judge in accordance with Chapter 2-4 and Chapter 5-1 of this Code.

(f) If local consent expires due to the failure of the holder to timely apply for renewal, the holder shall obtain new local consent in accordance with this Chapter before resuming the sale of alcoholic beverages.

(a) All licenses issued under this Chapter shall expire on the 31st day of December of each year unless sooner canceled or revoked, except seasonal licenses which may be issued for a period of less than one year as may be determined by the governing body. No license shall be issued for a period longer than one year.

(b) Licenses may be renewed by making application therefor and paying the appropriate fee. All applications to renew licenses shall be filed by the licensee with the city recorder at least 30 days, but no earlier than 90 days, prior to the expiration date of the license. The renewal application shall state whether or not the business is presently operating and if not, the date when it ceased daily operation, together with such other information as the City Recorder may reasonably require to verify or determine the status of the business. Any person who fails to file such application within the time limit shall, upon expiration of the license, cease the operations licensed under this Chapter on the premises and shall not resume such operations until a new license is issued upon order of the governing body. A licensee may apply for renewal of his license annually until suspended or revoked for cause or until said license is no longer currently and actively used to operate a business authorized by the license; provided, however, the license may be renewed after termination of the authorized business activity during a licensing period for one additional year, if the licensee makes application within 45 days after the expiration of said license and if the licensee certifies under oath that he is not holding the license for speculative reasons and he is actively seeking a purchaser for his business premises and assets as provided above, or is actively seeking a new business location for which he will seek a transfer of said license as provided herein. No license renewal may be granted beyond one year of inactive status as provided above.

5-7-108. License Conditions.

(a) Every holder of local consent issued under this Chapter shall comply at all times with all applicable federal laws, state laws, administrative regulations, and provisions of the Bountiful City Code, including all conditions of approval imposed by the City.

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(b) Failure to comply with this section shall constitute good cause for the denial, suspension, revocation, or non-renewal of local consent.

(a) Licensed premises shall be illuminated at a minimum of 2 candlepower light measured at a level 5 feet above the floor at all times that it is occupied or open for business and no booth, blind or stall shall be maintained unless all tables, chairs and occupants, if any, therein are kept open to full view from the main floor of such licensed premises.

(b) Licensed premises selling beer on draft shall be so situated that the beer dispensing device is not visible from the area normally occupied by customers or patrons.

(c) All licensed premises shall be subject to inspection by any police officer.

(d) All employees handling and selling liquor must be at least twenty-one years of age.

5-7-109. Licenses Revocation of Local Consent

(a) The License Supervisor may revoke local consent at any time upon a finding of good cause.

(b) Good cause includes, but is not limited to:

(1) Violation of any provision of this Chapter;

(2) Violation of any applicable provision of the Bountiful City Code;

(3) Violation of any applicable federal law, state law, or administrative regulation;

(4) Violation of any condition imposed as part of the grant or renewal of local consent; or

(5) Failure to maintain any qualification required by this Chapter.

(c) The License Supervisor shall provide written notice of the revocation to the holder of local consent. The notice shall state the grounds for revocation.

(d) The holder of local consent may appeal the revocation by filing a written notice of appeal with the City Recorder within thirty (30) calendar days after service of the notice of revocation.

(e) Upon the timely filing of an appeal, the revocation shall be stayed pending a final decision by the Administrative Law Judge.

(f) The appeal shall be heard by the Bountiful City Administrative Law Judge in accordance with Chapter 2-8 of this Code.

(g) The Administrative Law Judge shall affirm the revocation if substantial evidence supports the factual findings of the License Supervisor and the decision to revoke local consent was not an abuse of discretion.

(h) The Administrative Law Judge shall reverse the revocation if substantial evidence does not support the factual findings of the License Supervisor or if the decision to revoke local consent constituted an abuse of discretion.

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(i) The Administrative Law Judge may affirm or reverse the revocation and shall issue written findings supporting the decision.

(j) Any person whose local consent has been revoked shall be ineligible to apply for or receive local consent under this Chapter for a period of five (5) years from the date the revocation becomes final.

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

~~(b) A class "B" retail beer license entitles the licensee to sell beer on the licensed premises only in original containers for consumption on or off the premises in accordance with the Alcoholic Beverage Control Act and ordinances of the city.~~

~~(c) A class "C" retail beer license entitles the licensee to sell beer on the licensed premises on draft and in original containers for consumption on or off the premises in accordance with the Alcoholic Beverage Control Act and ordinances of the City.~~

~~(d) A class "D" retail beer license entitles the licensee to sell beer only on the licensed premises in open containers not exceeding two liters and on draft for consumption on the premises in accordance with the Alcoholic Beverage Control Act and ordinances of the city.~~

~~(e) A class "E" retail beer license entitles the licensee to sell beer at a single event permit, subject to the conditions set forth in the approval of the permit. Any person or entity actually granted a single event permit by the State may be granted a class "E" beer license to run concurrently with the State permit. The license fee shall be \$50.00.~~

~~(f) A Liquor License, in conjunction with a valid license issued by the State of Utah according to State law, entitles the licensee to sell liquor as permitted in the State license. Issuance of this license by the City for liquor package agencies, restaurants, special uses, public service, and single events is intended to constitute the written consent of the local authority that is required by State law. Club liquor licenses will not be issued by the City, and the City will not give local consent for State club liquor licenses.~~

5-7-110. Unlawful Acts.

~~(a) It is unlawful for any licensee, by himself or through his agent or employee, to violate or to fail to comply with any of the provisions of this Chapter or of the Alcoholic Beverage Control Act.~~

~~(b) It is unlawful for any person, by himself or through his agent or employee, to expose, keep for sale, or directly or indirectly or upon any pretense or upon any device, to sell or offer to sell any alcoholic beverages, except as provided in this Chapter and the Alcoholic Beverage Control Act.~~

~~(c) It is unlawful for any licensee to purchase or acquire or to have or possess for the purpose of sale or distribution any beer except that which he shall have lawfully purchased from a brewer or wholesaler licensed under the provisions of the Alcoholic Beverage Control Act.~~

~~(d) It is unlawful for any person in charge of any place of business knowingly to permit or allow customers, guests or any other person to possess liquor upon which the seal has been broken at the place of business unless the premises have been licensed therefor under the Alcoholic Beverage Control Act.~~

- (e) ~~It is unlawful for any person to store any liquor in or on premises licensed under this Chapter unless appropriately licensed by the State of Utah to do so.~~
- (f) ~~It is unlawful for any licensee or any operator or employee of a licensee to hold, store or possess liquor on the premises licensed under this Chapter unless appropriately licensed by the State of Utah.~~
- (g) ~~It is unlawful for any person in charge of any place of business knowingly to permit or allow customers, guests, or any other person to consume alcoholic beverages at the place of business unless the premises have been licensed therefor under this Chapter or the Alcoholic Beverage Control Act.~~
- (h) ~~It is unlawful for any person to consume alcoholic beverages in any place of business whose premises are not licensed under this Chapter or the Alcoholic Beverage Control Act.~~
- (i) ~~It is unlawful for any person to sell, possess or consume alcoholic beverages on premises licensed hereunder between the hours of 1:00 a.m. and 6:00 a.m..~~
- (j) ~~It is unlawful for any licensee by himself or his agent or employee to permit any customer, guest, or any other person to possess or consume any alcoholic beverages on the licensed premises between the hours of 1:00 a.m. and 6:00 a.m..~~
- (k) ~~It is unlawful for any person to sell or supply any alcoholic beverages or permit alcoholic beverages to be sold or supplied to any person under or apparently under the influence of liquor.~~
- (l) ~~It is unlawful for any person to sell any alcoholic beverages at any public dance.~~
- (m) ~~It is unlawful for any person to advertise the sale of alcoholic beverages except under such regulation as is made by the Utah Liquor Control Commission, except that a simple designation of the fact that beer is sold may be placed in or upon the window or front of the licensed premises.~~
- (n) ~~It is unlawful for any employee at licensed premises, while on duty, to consume an alcoholic beverage or be under the influence of alcohol.~~

Chapter 8: Massage Therapy.

- 5-8-101. Definitions.**
- 5-8-102. Massage Therapy License.**
- 5-8-103. License Application.**
- 5-8-104. Referral to Police Chief.**

5-8-101. Definitions.

- (a) The terms "massage," "massage therapist," and any similar term defined by the Utah Massage Therapy Practice Act shall have the meanings set forth in Utah law.
- (b) "Bodywork Service" means any service, whether performed for compensation involving the touching, rubbing, kneading, manipulating, pressing, vibrating, tapping, stretching, application of pressure to, or other manual or energetic work upon the human body for relaxation, stress reduction, wellness, energy balancing, recovery, therapeutic purposes, or similar purposes. The term includes, but is not limited to, massage, Reiki, reflexology, acupressure, chair massage, energy work, aura massage, sound healing, and similar services.

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- (c) The term does not include services performed by a physician, chiropractor, physical therapist, occupational therapist, athletic trainer, nurse, cosmetologist, barber, esthetician, or any other person acting within the scope of a license issued by the State of Utah.

The terms "massage," "massage technician" and "massage apprentice" shall have the meanings set forth in the Massage Practice Act of the Utah Code.

5-8-102. Massage Therapy License.

- (a) It is unlawful for any person to provide or offer to provide massage or any bodywork service within the City without first obtaining a Massage and Bodywork License from the City.
- (b) A person licensed as a massage therapist by the State of Utah shall satisfy the professional qualification requirements for issuance of a City license upon providing proof of a current Utah massage therapy license in good standing.
- (c) A person providing bodywork services that are not regulated or licensed by the State of Utah may obtain a City Massage and Bodywork License by satisfying the requirements of Section 5-8-104.
- (d) Nothing in this Chapter authorizes a person to perform any service requiring a state license without first obtaining that state license.

It is unlawful for any person to practice or engage in, or attempt to practice or engage in, massage for compensation without first (a) being licensed as a massage technician or as a massage apprentice by the State of Utah and (b) obtaining a current massage therapy license from the City. It is unlawful for any person licensed by the City to exceed the scope of the license granted by the State.

5-8-103. License Application.

Every person applying for a massage therapy license shall state in the application that the applicant is a massage technician or massage apprentice licensed by the State of Utah, giving the license number thereof, stating the address where the applicant proposes to conduct the business of massage, and such other information as the Licensing Information may require. Every person applying for a Massage and Bodywork License shall submit an application upon forms approved by the City. The application shall identify the address where the applicant proposes to conduct the business and include such other information as the License Supervisor may reasonably require. If the applicant holds a license issued by the State of Utah for the services to be provided, the applicant shall identify the type of state license, the license number, and provide evidence that the license is current and in good standing. If the services to be provided are not licensed by the State of Utah, the applicant shall provide such additional information as the License Supervisor determines is reasonably necessary to evaluate the applicant's qualifications under this Chapter.

5-8-104. Investigation of Applicant and Premises.

- (a) An applicant shall be entitled to receive a Massage and Bodywork License if the applicant:
- (1) Holds a current Utah massage therapy license in good standing; or
- (2) If no state license exists for the services to be provided, demonstrates to the satisfaction of the License Supervisor that:
- (i) the applicant has not been convicted of a felony within the preceding ten (10) years;

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- (ii) the applicant has not been convicted of a controlled substance offense within the preceding ten (10) years.
- (iii) the applicant has not been convicted of a sexual offense within the preceding ten (10) years;
- (iv) the proposed business complies with all applicable zoning and City Code requirements;
- (v) the application contains no materially false or misleading information; and
- (vi) the applicant otherwise satisfies all requirements of this Chapter.

(b) The License Supervisor may refer any application submitted under Subsection (a)(2) to the Police Department for investigation and recommendation.

(c) (c) The License Supervisor shall issue the license upon determining that the applicant satisfies this Chapter.

The application for such license, together with such other information as is required by the city to be attached thereto, shall be referred to the Chief of Police for investigation and recommendation.

Chapter 9: Professional Dancers.

5-9-101. License Required.

5-9-102. License Application and Issuance Conditions.

5-9-103. Referral to Police Chief.

5-9-104. Performer Location Restrictions.

5-9-105. Dancers Restricted Activities.

5-9-106. Dancers Age Restrictions.

5-9-107. Dancers Costume Restrictions.

5-9-108. Patrons Prohibited Activities.

5-9-101. License Required.

It is unlawful:

(a) For any person to perform as a professional dancer on the premises of an establishment as defined in this chapter, either gratuitously or for compensation, without first obtaining a license therefor from the City;

(b) For any person, agency, firm or corporation to furnish, book or otherwise engage or permit any person to dance as a professional dancer, either gratuitously or for compensation, in or for any establishment, which dancer, at the time of such booking, employment or performance, was not licensed in accordance with subsection (1) of this section;

(c) For any person, firm, corporation, business or agent, or employee thereof, to furnish, book or otherwise engage or permit any person to dance as a professional dancer, either gratuitously or for compensation, in any establishment unless such establishment is licensed by the City to allow professional dancing in accordance with the provisions of this chapter.

5-9-102. License Application and Issuance Conditions.

The applicant shall appear in person before the City Recorder and shall complete the application form in writing. The application shall include the name and address of the applicant, any stage name or names used, the name of the agent or agency if the performer uses an agent, the criminal record, if any, and such other information as may be reasonably required by the license supervisor pertaining to verifying personal identification and criminal history of the applicant, including its officers and employees.

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5-9-103. Referral to Police Chief.

Upon receipt of the fee and application, the City Recorder shall transmit the application to the police department, which shall make inquiry concerning the applicant's character and background and report whether or not in its opinion a license should be granted. If the police recommend denial of the application, the license supervisor shall not issue the license. If the applicant desires a hearing, the applicant shall apply to the mayor for a public hearing within ten days after denial of a license.

5-9-104. Performer Location Restrictions.

It is unlawful for a professional dancer to dance with or among the patrons of an establishment, or upon the tables or chairs, or in any part of an establishment other than on a stage, platform or dance floor which is separated on all sides from the aisles, tables, chairs, booths and the patrons of said establishment by at least three feet.

5-9-105. Dancers - Restricted Activities.

It is unlawful for any dancer, while performing in any establishment pursuant to the provisions of this chapter, to touch in any manner any other person, to throw any object or clothing, to accept any money, drink or any other object from any person, or to allow another person to touch such dancer or to place any money or object on such dancer or within the costume or person of such dancer.

5-9-106. Dancers - Age Restrictions.

It is unlawful for any person under the age of twenty-one to perform, dance or entertain either gratuitously or for compensation in any premise licensed under this chapter.

5-9-107. Dancers - Costume Restrictions.

(a) Professional dancers shall at all times be costumed during performances in a manner not to violate any city ordinance or State law concerning obscene conduct, or conduct themselves in such a manner which violates the provisions of any city ordinance or State law.

(b) Each agency, person, firm or corporation employing, booking or using the services of a dancer required to be licensed under the provisions of this chapter shall require that such dancers comply with the provisions of this chapter, and any person, firm, corporation, business or establishment that permits a violation of this chapter, either personally or through its agents, employees, officers or assigns, shall be guilty of a misdemeanor.

5-9-108. Patrons - Prohibited Activities.

It is unlawful for any person, or any patron of any establishment, to touch in any manner any professional dancer, to place any money or object on or within the costume or person of any professional dancer, or to give or offer to give to any such dancer any drink, money or object while the dancer is performing any dance.

Chapter 10: Fireworks

Minutes of the
BOUNTIFUL CITY COUNCIL
June 9th, 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

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 Engineer	Lloyd Cheney
	City Attorney	Brad Jeppsen
	Planning Director	Francisco Astorga
	Finance Director	David Burgoyne
	Streets Director	Charles Benson
	Chief of Police	Ed Biehler
	Cemetery Superintendent	Geno Flanary
	Water Director	Kraig Christensen
	Recording Secretary	Maranda Hilton

Mayor Bradshaw called the meeting to order at 6:33 pm and welcomed those in attendance.

AMERICA250 UPDATE – MR. TYSON BECK

Mr. Tyson Beck explained that the City has budgeted funds between \$10k and \$15k for the America250 celebration this year. Most of that budget will be used to have banners made for City Hall, Main Street, and Town Square. Other City resources will also be utilized, such as Parks, Streets and Police employees helping with event preparation, clean-up, and safety needs. The City Recorder is doing a lot to help with social media posts and calendaring updates on the website, and Mr. Beck is helping the effort as directed by the Mayor and City Manager.

Mayor Bradshaw commended the City for doing a good job of leveraging the budget with volunteer efforts and in-kind donations to make the most of this celebration. She thanked Ms. Rhonda Perkes and Mr. Jamie Dester for chairing the America250 committee and recognized the wonderful job they are doing.

Ms. Perkes gave an update on the committee happenings and thanked the City staff for their help. She asked if the America250 information could be displayed more prominently on the City's webpage, because many people have commented that it is hard to find. She also asked if the Council would help think of ways to promote the July 4th events, since celebrations for the 4th are new this year. She also shared that both the "Read, White and Blue" and "Red, White and Move" challenges will enter participants into a drawing for some really great prizes. There are guided hikes and bike rides happening every week and a special event just for seniors on June 30th. There will be a kids'

bike parade on July 2nd, and every Wednesday evening through September there will be veterans giving tours from 6 pm until dusk at the Veterans Park.

Mr. Dester expressed his appreciation for all the work happening in the subcommittees and thanked the chairs of those committees. He added details about the July 4th event which includes a free hot dogs and chips for the first 1,000 people at Bountiful Park, and several tents with activities happening at the park; making pantry packs for the Food Pantry, a kids activity tent, and a concert by Philharmonia at 7:30 pm. He announced that several blood drives are being hosted by various organizations in the hope to have 250 pints donated, and that the 9/11 annual Day of service will be tied to the America250 celebration this year as well. He said if anyone wishes to donate money to help fund the events, they can write a check to Bountiful City and put “America250” in the “for” line.

Mayor Bradshaw said several businesses have donated very generously to help with the food for the events and thanked everyone who has spent many hours putting it all together. She encouraged everyone to spread the word and share social media posts.

Councilmember Child added that she received very positive feedback while she was volunteering at the mini museum during the Chalk Art Festival and is excited about the summer full of amazing community events.

Mr. Gary Hill said that staff will work on making the America250 information more visible on the website.

The work session ended at 6:57 pm.

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

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 Engineer	Lloyd Cheney
	City Attorney	Brad Jeppsen
	Planning Director	Francisco Astorga
	Finance Director	David Burgoyne
	Streets Director	Charles Benson
	Cemetery Superintendent	Geno Flanary
	Parks Director	Brock Hill
	Water Director	Kraig Christensen
	IT Director	Greg Martin
	HR Director	Jessica Sims
	Power Elec. Engineer	Luke Veigel
	Chief of Police	Ed Biehler
	South Davis Fire Chief	Jeff Larsen
	Recording Secretary	Maranda Hilton

WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER

Mayor Bradshaw called the meeting to order at 7:02 pm and welcomed those in attendance. Mr. Brad Jeppsen led the Pledge of Allegiance and Councilmember Child offered a thought and a prayer.

PUBLIC COMMENT

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

No comments were made.

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

CONSIDER APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING HELD ON MAY 26TH, 2026

Councilmember Murri made a motion to approve the minutes of the previous City Council meeting, and Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bell, Child, Higginson, and Murri voting “aye.”

BCYC REPORT

No one was present to report.

Councilmember Murri explained that they were in the middle of reorganizing the group for the upcoming school year.

COUNCIL REPORTS

Councilmember Bell reported that the Recreation District Board met last night and approved the interlocal agreement with Bountiful City for administrative services. He added that the Board members expressed their great appreciation for the services the City provides them. He announced that the Rec District will be hosting three outdoor movies this summer in Town Square; June 13th “Zootopia”, July 11th “National Treasure”, and August 1st “Project Hail Mary”. Lastly, he reported that the Davis School District will likely be approving their interlocal agreement with the Rec District for their share of the lap pool costs very soon.

Councilmember Bahr did not have a report.

Councilmember Child reported that the BDAC won the “Best Gallery in Davis” award.

Councilmember Murri reported that the Mosquito Abatement District has been spraying for mosquitos and is prioritizing the control of mosquitos that are prone to carry the West Nile Virus.

Councilmember Higginson expressed thanks to the volunteers who helped with the “Mini Museum” during the Chalk Art Festival over the weekend, and to the chalk artists who chose to depict patriotic themes this year. He expressed how much he enjoyed seeing the businesses on Main Street so busy. He announced that the Bountiful Farmer’s Market will be opening in less than 2 weeks.

Mayor Bradshaw announced that she will be leading a group bike ride to Elephant Rock this Friday at 6 am as part of the America250 “Red, White and Move” contest. She said there is a hike or bike ride happening every week for the next several weeks and encouraged everyone to participate.

CONSIDER APPROVAL OF:

A. EXPENDITURES GREATER THAN \$1,000 PAID ON MAY 20TH AND 27TH, 2026

B. APRIL 2026 FINANCIAL REPORT

Councilmember Bell made a motion to approve the expenditures, and the April financial report and Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bell, Child, Higginson, and Murri voting “aye.”

INTRODUCTION OF SOUTH DAVIS METRO FIRE CHIEF LARSEN – MAYOR KATE BRADSHAW

Mayor Bradshaw introduced the newly appointed South Davis Metro Fire Chief Jeff Larsen. She expressed her excitement for his appointment and explained that she has been able to spend a lot of meaningful time with Chief Larsen and the firefighters since being appointed to serve on the Fire Board as part of her mayoral duties. She said that Chief Larsen grew up in Bountiful and has had a long career in various emergency services jobs, and she expressed her confidence in his ability to lead the fire district well at this time.

Chief Larsen thanked the Mayor and Council for inviting him to the meeting and expressed what a privilege it is to be appointed as the Fire Chief. He shared his desire to focus on the career development of his firefighters and on succession planning for the Fire District. He said he looks forward to the next phase.

CONSIDER FOR ADOPTION – FY 2026 AMENDED BUDGET AND FY 2027 FINAL BUDGET WITH RELATED ITEMS – MR. TYSON BECK

Mr. Tyson Beck explained the yearly budget creation process and said that the City’s balanced budget was projected to be \$104M for FY2027. He went over the main sources of revenue and the main expenses of the City, and went over the key elements of the FY2027 budget and how it differs from FY2026. He also talked about the breakdown of property tax revenues, explaining that only 7% of what owners pay goes to the City; most of the property tax funds go to the school district. Lastly, he explained the changes made since the tentative budget originally came before the Council; the budget increased by \$654,000.

Councilmember Child asked how often the City does a cost-of-living adjustment (COLA) for the employees. Mr. Gary Hill said the City tries to make a moderate adjustment every year, which helps avoid big jumps when a market study is done.

Mr. Beck invited Mr. Kraig Christensen to present on the proposed water rate increases.

Mr. Beck invited Mr. Luke Veigel to present on the proposed power rate increases.

A. FY 2026 PUBLIC HEARING ON INCREASING TRANSFERS FROM THE LIGHT AND POWER FUND TO THE GENERAL FUND BY \$100,000

Mr. Beck explained that the transfer from the Light & Power Fund to the General Fund is 10% of electric metered sales, so the increase of \$100,000 is directly attributable to electric metered sales being higher than anticipated. He explained that this transfer helps fund the operations of the City and keep property taxes lower.

The public hearing was opened at 8:12 pm.

No comments were made.

The public hearing was closed at 8:13 pm.

B. FY 2026 PUBLIC HEARING ON AMENDING THE FY 2026 BUDGET

Mr. Beck explained the proposed amendments to the FY2026 budget including increases to the General Fund of \$541k for increased Parks Department expenses, to the Golf Enterprise Fund of \$216k, the Cemetery Enterprise Fund of \$63k, the RDA Fund of \$523k, and the Cemetery Perpetual Care Fund of \$200.

The public hearing was opened at 8:19 pm.

No comments made.

The public hearing was closed at 8:19 pm.

C. FY2027 PUBLIC HEARING ON TRANSFER FROM LIGHT AND POWER FUND TO THE GENERAL FUND

The public hearing was opened at 8:20 pm.

Mr. Ron Mortensen (resident) said that his understanding was that both the metered rate fee and the customer service charge fee would be increased by 4%, and that the Power Department would only retain 3.6% of that increased revenue with 0.4% of the revenue going to the City's General Fund.

The public hearing was closed at 8:21 pm.

D. FY 2027 PUBLIC HEARING ON COMPENSATION INCREASES FOR EMPLOYEES INCLUDING EXECUTIVE MUNICIPAL OFFICERS

Mr. Beck explained that state law requires the City to list out and approve all executive municipal officers who will be receiving an increase in compensation, whether as part of the COLA or as a merit increase, in the FY2027 budget. He presented the list of all such employees.

The public hearing was opened at 8:23 pm.

No comments made

The public hearing was closed at 8:23 pm.

E. FY 2027 PUBLIC HEARING ON FY 2027 BUDGET

The public hearing was opened at 8:23 pm.

Mr. Gary Davis (resident) said that after having sat through most of the budget meetings, he wanted to thank the Council and each of the department heads for all the effort and work that they put in to create the budget.

The public hearing was closed at 8:25 pm.

F. CONSIDER APPROVAL OF ORDINANCE 2026-05 APPROVING COMPENSATION INCREASES FOR EMPLOYEES INCLUDING EXECUTIVE MUNICIPAL OFFICERS

Mayor Bradshaw suggested that the Council pause to discuss this item and the next before moving forward with the consideration of Ordinance No. 2026-06.

Councilmember Higginson made a motion to adopt Ordinance No. 2026-05 and Councilmember Child seconded the motion.

Councilmember Bell said he thought the COLA adjustments were fair, but commented that by the time the COLA is passed, the employees have already been living with increased

1 inflation for an entire year. Councilmember Higginson and Mayor Bradshaw both said they
2 agreed with that comment.

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

5
6 **G. CONSIDER APPROVAL OF ORDINANCE 2026-06 ADOPTING FY 2026**
7 **AMENDMENTS AND FY 2027 FINAL BUDGETS, PROPERTY TAX RATES,**
8 **COMPENSATION SCHEDULES, AND RELATED ITEMS**

9 **I. AMEND THE CURRENT FY 2026 BUDGET**

10 **II. ADOPT FY 2027 BUDGET AS A FINAL BUDGET, INCORPORATING**
11 **CHANGES AND TECHNICAL CORRECTIONS FROM THE**
12 **TENTATIVE BUDGET, A SCHEDULE OF FEES, TAXES, AND**
13 **EMPLOYEE COMPENSATION SCHEDULES AND BENEFITS; AND**
14 **ADOPTION OF PROPERTY TAX RATES ON REAL PROPERTY FOR**
15 **2026 AS WELL AS FINANCIAL AND OPERATIONAL POLICIES**
16 **INCLUDED.**

17 Councilmember Bell expressed his concern that “Gardens Growing Good” did not meet
18 the criteria for RAP Tax grant funds, because it does not offer a “broad community benefit”, yet
19 the committee chose to grant it \$12,615.

20 Mayor Bradshaw said that the committee decided to offer the grant money to Gardens
21 Growing Good, despite it not offering a broad benefit to the community, because they hope to
22 see it grow into an organization that will eventually benefit more and more in the community.
23 She said she appreciated Councilmember Bell for raising his concern.

24 Councilmember Child echoed that sentiment, adding that none of the organizations on
25 the list benefit everyone, and she felt comfortable knowing that this larger expenditure was for a
26 one-time need for fencing and a shed that will help them be successful this year and hopefully
27 grow into something bigger.

28 Councilmember Higginson said he agreed that Gardens Growing Good should be
29 offered the grant this year, but if they are unable to grow, perhaps it should not be offered in the
30 future.

31 Councilmember Bell said he appreciated the comments, but he still felt unsure that
32 Gardens Growing Good met the requirements for a grant and felt the RAP Tax grant committee
33 should do its best to uphold the criteria that has been established in the code. He said, however,
34 this would not preclude him from supporting their decision or from adopting the FY2027
35 budget as a whole.

36 Councilmember Murri said he would like to discuss the water restriction fine schedule at
37 some point, as it was brought up in public comment at the previous meeting. Mr. Gary Hill said
38 that staff looks very closely at the fines and restrictions every year to decide best to penalize
39 people for overwatering, and he would be happy to have that discussion with the Council, but it
40 would be for the coming year. Councilmember Bell said he would like to discuss this as well
41 and see a rate tier study done for next year.

42 Councilmember Bahr asked if the City is still helping fund the Concerts in the Park,
43 since they did not receive a RAP Tax grant. Mr. Beck explained that the City is still funding the
44 Concerts, but it is through the General Fund, it has not ever been through a RAP Tax grant.

45 Councilmember Higginson said he would like to have 1% of capital expenditures going
46 toward public art in addition to the 5% of RAP Tax funds, and said he would like to make a

1 motion to adopt the budget with that amendment. After some discussion about it, the
2 Councilmembers did not support that change and Councilmember Higginson said he would not
3 pursue the issue further.

4 Mayor Bradshaw asked Mr. Beck to address the public comment that was made earlier
5 concerning the Light and Power rate increases. Mr. Beck said that Mr. Mortensen was correct in
6 his assessment; the 4% increase would be for metered sales and for customer charge fees. Mr.
7 Gary Hill added that Mr. Mortensen's math was correct as well; 3.6% of the revenues would
8 stay with the utility and 0.4% would be transferred to the General Fund of the City.

9 Councilmember Higginson made a motion to approve Ordinance No. 2026-06, saying
10 that he is very proud of the amazing services and quality of life Bountiful City provides to its
11 residents while maintaining very low property taxes and Councilmember Bell seconded the
12 motion and the comment. The motion passed with Councilmembers Bahr, Bell, Child,
13 Higginson, and Murri voting "aye."
14

15 **CONSIDER APPROVAL OF RESOLUTION NO. 2026-11, APPROVING EMPLOYER**
16 **CONTRIBUTIONS TO UTAH RETIREMENT SYSTEMS (URS) FOR TIER 2 HYBRID**
17 **PUBLIC SAFETY EMPLOYEES – MS. JESSICA SIMS**

18 Ms. Jessica Sims explained that this resolution would allow the City to pick up the optional
19 employee contribution to URS for Tier 2 public safety employees. The City has elected to do this
20 three prior times; this time an additional 1.25% is being proposed.

21 Councilmember Bell clarified that this decision has no financial impact to the City, because
22 these contributions are just 401K funds that are being reclassified. Ms. Sims answered that currently,
23 because Tier 2 rates are lower than Tier 1 rates, and we budget based on Tier 1 rates, he is correct that
24 there is no budgetary impact to the City. However, if Tier 2 rates ever become higher than Tier 1
25 rates, that would change, and this resolution holds us responsible for those contributions in
26 perpetuity. Mr. Gary Hill added that, yes, in order to make this contribution equal for Tier 1 and Tier
27 2 employees, the 401k is reduced by the amount contributed.

28 Councilmember Bell made a motion to approve Resolution No. 2026-11 and Councilmember
29 Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bell, Child, Higginson,
30 and Murri voting "aye."
31

32 **CONSIDER APPROVAL OF THE PURCHASE OF ENGINEERING SERVICES FOR THE**
33 **DAVIS BLVD BRIDGE REHABILITATION PROJECT FROM METHODS CONSULTING**
34 **IN THE TOTAL AMOUNT OF \$77,929 – MR. LLOYD CHENEY**

35 Mr. Lloyd Cheney explained that the current budget includes \$350k for work on the Davis
36 Blvd Bridge. The bridge is 50 years old, and it is time to do some major repairs and improvements.
37 He said that staff received two proposals back and are pleased to recommend Methods Consulting for
38 the contract.

39 Councilmember Bahr asked if widening the bridge is part of the project. Mr. Cheney said that
40 staff had not considered that in the scope of the project, but that they could take a look at it and have
41 the consulting firm evaluate the possibilities.

42 Councilmember Higginson asked if there is a corresponding easement on the ground that
43 correlates to the bridge above. Mr. Cheney explained that the Davis Aqueduct runs underneath the
44 bridge, so the City does not have an easement, but they have a license with the Bureau of
45 Reclamation for the bridge itself. The 50-year license expires next year, so staff are working on
46 getting that extended another 25-30 years.

1 Councilmember Child made a motion to approve the purchase of engineering services from
2 Methods Consulting and Councilmember Murri seconded the motion. The motion passed with
3 Councilmembers Bahr, Bell, Child, Higginson, and Murri voting “aye.”
4

5 **ADJOURN TO A MEETINGS OF THE RDA BOARD WITH A SEPARATE AGENDA**

6 Councilmember Bahr made a motion to adjourn to a meeting of the RDA Board with a
7 separate agenda. Councilmember Higginson seconded the motion. The motion passed with
8 Councilmembers Bahr, Bell, Child, Higginson, and Murri voting “aye.”
9

10 The meeting was adjourned at 9:23 pm.

Mayor Kate Bradshaw

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid
June 17, 24 & July 1, 2026
Author: David Burgoyne, Finance Director
Department: Finance
Date: June 23, 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 June 17, 24, & July 1, 2026.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid June 17, 2026**

VENDOR	VENDOR NAME	ORG DESC	ACCOUNT	ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	FULL DESC
4903	DAVIS SCHOOL DISTRICT	Legislative	104110	49200 Community Events-BntflComServ	1,508.65	251504	4058	Custodial & Technical for concert @WX
16285	DOXEY, MICHAEL	Finance	104140	42300 Travel & Training	2,619.57	251507	06112026	Trv&Train expense for GFOA Conf. in Chicago
2920	LEFAVOY ENVELOPE CON	Finance	104140	42900 Utility Billing Supplies	1,282.30	251531	182842	Envelopes - Cust # BOUC
1453	BRADY INDUSTRIES	Police	104210	42600 Bldg & Grnd Suppl & Maint	1,150.71	251493	11812400	Tissues, toilet paper, etc. - Cust ID 552207
5550	PARTRIDGE GROUP	Police	104210	43200 Examination & Evaluation	10,043.76	251586	7137	Mental Health Check-ins
2875	CURTIS BLUE LINE	Police	104210	44510 Public Safety Supplies	2,545.69	251502	PINV1099666	Misc. Parts/Supplies - Cust # C4197
3549	PREMIER VEHICLE INST	Liquor Control	104218	44510 Public Safety Supplies	1,318.96	251589	50746	Vehicle equipment install
1177	APPLIED CONCEPTS, IN	Liquor Control	104218	44510 Public Safety Supplies	12,495.00	251488	5331768	Misc. Parts/Supplies - Cust ID 103095
3982	SOUTH DAVIS METRO FI	Fire	104220	43100 Profess & Tech Services	750,867.52	251602	06082026	Quarterly Fire & EMS Services Assessment
16203	MURDOCK CHRYSLER DO	Streets	104410	42500 Equip Supplies & Maint	1,314.00	251543	3005820	Misc. Parts/Supplies
4229	TOM RANDALL DIST. CO	Streets	104410	42500 Equip Supplies & Maint	1,805.35	251613	0418806	Bulk Oil - Acct # 000275
4229	TOM RANDALL DIST. CO	Streets	104410	42500 Equip Supplies & Maint	34,765.00	251613	0418616	Fuel - Acct # 000275
14767	T.C. RECYCLING	Streets	104410	47320 Road Materials - Overlay	3,885.18	251609	7888	Teeth for Road Mill
8137	LAKEVIEW ASPHALT PRO	Streets	104410	47320 Road Materials - Overlay	30,843.72	251527	16385	Paving 100 East - Cust # BOUN02610
5334	WEST COAST CODE CONS	Engineering	104450	43100 Profess & Tech Services	1,210.00	251626	UT26-545N-002	Building Inspection for May 2026
4031	STANDARD PLUMBING SI	Parks	104510	42600 Bldg & Grnd Suppl & Maint	1,208.52	251604	AQR450	Misc. Parts/Supplies
4031	STANDARD PLUMBING SI	Parks	104510	42600 Bldg & Grnd Suppl & Maint	1,247.98	251604	AQK789	Misc. Parts/Supplies
3195	MOUNTAINLAND SUPPLY	Parks	104510	42600 Bldg & Grnd Suppl & Maint	1,307.04	251542	S107914223.001	Misc. Parts/Supplies - Cust # 18499
11080	OCCUPATIONAL HEALTH	Parks	104510	46100 Miscellaneous Expense	1,149.00	251547	113680	MAY 2026 DRUG TESTING
10811	UTOPIA FIBER	Fiber	505000	47310 Fiber Network Lines/Conduit	109,550.00	251620	CONBF-030	May 2026 Fiber Connection
5195	ENERGY MANAGEMENT	Water	515100	43100 Profess & Tech Services	1,447.50	251510	159418	Generator Fix - Cust # CITBOU
4171	THATCHER COMPANY	Water	515100	44800 Operating Supplies	4,143.68	251611	2026100107733	T-Chlor - Acct # C1303
3195	MOUNTAINLAND SUPPLY	Water	515100	44840 Dist Systm Repair & Maint	1,106.75	251542	S107848333.001	Misc. Parts/Supplies - Cust # 18498
2059	ELECTRO POWER UTAH,	Water	515100	44840 Dist Systm Repair & Maint	1,790.00	251509	7392	Replace Motor Relay
3649	RASMUSSEN EQUIPMENT	Water	515100	44840 Dist Systm Repair & Maint	2,400.00	251592	10214609	Misc. Parts/Supplies - Acct # 09503
3195	MOUNTAINLAND SUPPLY	Water	515100	44840 Dist Systm Repair & Maint	4,263.25	251542	S107926577.001	Misc. Parts/Supplies - Cust # 18498
2886	LAKEVIEW ROCK PRODUC	Water	515100	46130 Street Opening Expense	1,202.88	251528	446046	Road base - Cust # BCTY07399
1164	ANIXTER, INC.	Light & Power	535300	44860 Hydro Transmission	1,664.00	251487	6785561-00	Misc. Parts/Supplies - Cust # 6000052
1164	ANIXTER, INC.	Light & Power	535300	44860 Hydro Transmission	1,782.21	251487	6798885-00	Misc. Parts/Supplies - Cust # 6000052
1164	ANIXTER, INC.	Light & Power	535300	44860 Hydro Transmission	2,439.08	251487	6788712-00	Misc. Parts/Supplies - Cust # 6000052
4064	STEVE REGAN CO	Light & Power	535300	44860 Distribution	1,643.04	251606	1588498	Misc. Parts/Supplies - Cust # 51024
9982	DIAMOND TREE EXPERTS	Light & Power	535300	44860 Distribution	11,183.86	251505	76656	Tree Trimming
9982	DIAMOND TREE EXPERTS	Light & Power	535300	44860 Distribution	11,916.40	251505	76655	Tree Trimming
4450	VERIZON WIRELESS	Light & Power	535300	44860 Communication Equipment	2,231.09	251622	6144968231	Account # 371517689-00001
5322	UCS WIRELESS	Light & Power	535300	47450 M&E PineView	1,040.00	251616	84482	Signal Test & Realign Cellular Link
8756	IRBY ELECTRICAL DIST	Light & Power	535300	47470 CIP 09 Dist Sub NW Substation	151,078.00	251524	S014111216.001	Circuit Switcher - Cust # 221694
6766	MILE HIGH TURFGRASS,	Golf Course	555500	42500 Equip Supplies & Maint	2,850.13	251537	13881	Turf/Lawn treatment
4229	TOM RANDALL DIST. CO	Golf Course	555500	42500 Equip Supplies & Maint	6,182.17	251613	0417698	Fuel - Acct # 000276
15574	ISLAND VIEW PLUMBING	Golf Course	555500	42610 Special Projects	1,074.70	251525	9276	Service Call/Labor for Bountiful Ridge
1555	CALLAWAY GOLF	Golf Course	555500	44820 Items Purchased - Resale	4,618.56	251496	942781723	Golf Balls - Acct # 14853
1533	CA-L RANCH STORES	Recycle Collection Operations	585810	44800 Operating Supplies	1,364.87	251495	1381/28	Misc. Parts/Supplies - Cust # 2012
5272	REVOLUTION GEAR & TR	Landfill Operations	585820	42500 Equip Supplies & Maint	1,256.00	251594	196461	Misc. Parts/Supplies
TOTAL:					1,190,796.12			

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid June 24, 2026

VENDOR	VENDOR NAME	ORG DESC	ACCOUNT	ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	FULL DESC
3812	SAFETY SUPPLY & SIGN	Streets	104410 441300	Street Signs	1,089.12	251706	198385	Misc. Parts/Supplies - Cust ID 00330
15877	ANARCHY OUTDOORS	Police	104210 414000	Uniform Allowance	1,113.15	251632	193381	Striker & Jacket
4126	SYMBOLARTS	Police	104210 445100	Public Safety Supplies	1,114.50	251712	465988	Bountiful Police Badge
2886	LAKEVIEW ROCK PRODUCTIONS	Water	515100 431000	Profess & Tech Services	1,282.40	251660	444785	Roadbase - Cust # BCTY07399
4229	TOM RANDALL DIST. CO	Landfill Operations	585820 425000	Equip Supplies & Maint	1,462.32	251717	0419128	Bulk Oil - Acct # 000138
5553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,559.55	251699	280145089	Tire Service - Cust # 2801867
2147	FBI COMMAND COLLEGE	Police	104210 423000	Travel & Training	1,800.00	251646	2026-FBI CC	Reg. fee for 2026 FBI Intermountain Law Enforcement
6148	PLANT, CHRISTENSEN &	Liability Insurance	636300 431000	Profess & Tech Services	2,064.35	251672	98156	Boulter v Bountiful City - Acct # 1415-23385
7732	WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,475.00	251724	26-00742	Janitorial Service
15056	RDO EQUIPMENT CO.	Landfill Operations	585820 425000	Equip Supplies & Maint	2,558.42	251701	67182R2	Misc. Parts/Supplies - Acct # 61110002
3293	NICKERSON CO INC	Water	515100 448400	Dist Systm Repair & Maint	2,825.00	251671	128313	Motor Swap / Cumorah Pump Station
15944	ASTEC	Streets	104410 425000	Equip Supplies & Maint	2,924.29	251633	10107146	Misc. Parts/Supplies - Acct # 194017
16323	PEST TREE LAWN	Liability Insurance	636300 431000	Profess & Tech Services	3,000.00	251694	1232	Tree Expert Witness Retainer Fee
2886	LAKEVIEW ROCK PRODUCTIONS	Water	515100 461300	Street Opening Expense	3,257.28	251660	446116	Roadbase - Cust # BCTY07399
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	3,508.91	251667	5107929416.001	Misc. Parts/Supplies - Cust # 18498
3280	NEWMAN SIGNS	Streets	104410 448000	Operating Supplies	3,599.88	251670	TRFINV067420	Misc. Parts/Supplies - Cust # bou-03-005
9927	UTAH DEPARTMENT OF P	Police	104210 413040	State Retirement & 401 K	3,700.00	251722	06222026	Surviving Spouse Trust Fund
1453	BRADY INDUSTRIES	Police	104210 426000	Bldg & Grnd Suppl & Maint	3,844.69	251636	11856734	Misc. Parts/Supplies - Cust ID 552207
4229	TOM RANDALL DIST. CO	Golf Course	555500 425100	Special Equip Maintenance	4,240.96	251717	0418867	Fuel - Acct # 000276
2765	JP ELECTRICAL, LC	Police	104210 426000	Bldg & Grnd Suppl & Maint	4,775.00	251656	W29061	Lighting for Bountiful P.D.
15715	PAVION CORP	Computer Maintenance	616100 429300	Computer Hardware	4,890.96	251693	PSE-PSI-60337	Courts Access Controls - Cust ID 70198
13596	BENCHMARK ANALYTICS	Police	104210 429200	Computer Software	5,000.00	251635	3818	Annual Subscription
15179	FORBUSH WELDING	Golf Course	555500 473100	Improv Other Than Bldgs	6,268.50	251648	1294-B	Misc. Parts/Supplies
5322	UCS WIRELESS	Storm Water	494900 425000	Equip Supplies & Maint	6,900.00	251719	84371	2 Way Radio's
5550	PARTTRIDGE GROUP	Police	104210 432000	Examination & Evaluation	9,994.80	251692	7184	Mental Health Check-In
2983	M & M ASPHALT SERVIC	Streets	104410 473200	Road Materials - Overlay	11,000.12	251663	126151	Road Materials for Bountiful City
6545	TRISTAR RISK MANAGE	Workers' Comp Insurance	646400 451150	Liability Claims/Deductible	11,564.30	251718	202605-Bountiful6095	May 2026 Disbursements
16322	ENCHANTED TECHNOLOGY	Computer Maintenance	616100 429300	Computer Hardware	70,005.78	251645	173836659	Police Laptops
15142	OLYMPUS REFUSE	Refuse Collection Operations	585800 474600	Vehicles	172,450.00	251673	627040	Refuse Truck approved by council
TOTAL:					350,269.28			

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid July 1, 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>
16317	AMERICAN ROOFING	Redevelopment Agency	737300	426100 Special Projects	13,617.00	251734	11666-1	30% down payment for roofing project for Bountiful
15944	ASTEC	Streets	104410	425000 Equip Supplies & Maint	1,865.07	251735	10107294	Road Mill Parts - Acct # 194017
1415	BOUNTIFUL DAVIS ART	Legislative	104110	492010 Contr-Btfl/Davis Art Ctr	30,000.00	251725	06252026	FY27 RAP Tax Grant Award
1415	BOUNTIFUL DAVIS ART	RAP Tax	838300	492020 RAP Tax Grant Award Payments	35,485.00	251725	06252026	FY27 RAP Tax Grant Award
1533	C-A-L RANCH STORES	Recycle Collection Operations	585810	448000 Operating Supplies	1,309.94	251743	1390/28	Misc. Parts/Supplies - Cust # 2012
1555	CALLAWAY GOLF	Golf Course	555500	448240 Items Purchased - Resale	1,077.60	251745	942455065	Golf Balls - Acct # 14853
13599	DAVIS PARK CAFE	Golf Course	555500	448240 Items Purchased - Resale	1,000.00	251751	06162026	Lunches for Men's Assoc. Lone Wolf Event
9982	DIAMOND TREE EXPERTS	Light & Power	535300	448632 Distribution	11,135.60	251752	76661	Tree Trimming
9982	DIAMOND TREE EXPERTS	Light & Power	535300	448632 Distribution	11,292.96	251752	76658	Tree Trimming
9982	DIAMOND TREE EXPERTS	Light & Power	535300	448632 Distribution	11,445.60	251752	76659	Tree Trimming
2055	ELECTRICAL CONSULTANT	Light & Power	535300	474790 CIP 09 Dist Sub NW Substation	6,189.50	251754	146912	NW Sub - Project # BCP-023
16322	ENCHANTED TECHNOLOGY	Police	104210	429200 Computer Software	1,369.94	251756	INV-260097	Brother Mobility Solutions
14124	GEOLOGIC COMPUTER	Landfill Operations	585820	425000 Equip Supplies & Maint	7,200.00	251761	L2606-004	Landfill GPS Compaction
14124	GEOLOGIC COMPUTER	Landfill Operations	585820	425000 Equip Supplies & Maint	19,250.00	251761	L2606-003	Landfill GPS Compaction
2350	GREEN SOURCE, L.L.C.	Parks	104510	426000 Bldg & Grnd Suppl & Maint	4,440.00	251762	26271	Cascade & MIL
2537	HOSE & RUBBER SUPPLY	Streets	104410	425000 Equip Supplies & Maint	2,964.21	251765	02215400	Misc. Parts/Supplies - Cust # B1580
15574	ISLAND VIEW PLUMBING	Parks	104510	426000 Bldg & Grnd Suppl & Maint	4,120.00	251771	4277	Remove commercial heater
12028	K & K SYSTEMS	Landfill Operations	585820	425000 Equip Supplies & Maint	2,049.42	251772	30868	LED Board
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200 Road Matl Patch/ Class C	1,543.86	251773	16557	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200 Road Matl Patch/ Class C	1,610.28	251773	16453	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200 Road Matl Patch/ Class C	1,675.60	251773	16582	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200 Road Matl Patch/ Class C	4,554.36	251773	16543	Patching - Cust # BOUN02610
2886	LAKEVIEW ROCK PRODUC	Streets	104410	473200 Road Materials - Overlay	12,911.94	251774	16443	Roadbase - Cust # BCTY07399
2983	M & M ASPHALT SERVIC	Streets	104410	473200 Road Materials - Overlay	99,000.00	251779	126151a	Remaining Balance for Road Materials
16219	MHL BLADES	Streets	104410	425000 Equip Supplies & Maint	16,311.30	251781	00242	Plow Blades
16219	MHL BLADES	Streets	104410	425000 Equip Supplies & Maint	19,253.20	251781	00243	Plow Blades
16327	MILLCREEK TILE & STO	Streets	104410	473400 Concrete Repairs	3,573.68	251783	5164	Paver Repairs for Bountiful City
3186	MOTOROLA	Police	104210	429200 Computer Software	36,550.83	251788	8230571957	Customer # 1000743551
3375	OLYMPUS INSURANCE AG	Legislative	104110	451100 Insurance & Surety Bonds	8,444.90	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Legal	104120	451100 Insurance & Surety Bonds	6,322.25	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Executive	104130	451100 Insurance & Surety Bonds	4,025.78	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Human Resources	104134	451100 Insurance & Surety Bonds	2,636.07	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Information Technology	104136	451100 Insurance & Surety Bonds	6,957.64	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Finance	104140	451100 Insurance & Surety Bonds	5,940.40	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Government Buildings	104160	451100 Insurance & Surety Bonds	1,644.64	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Police	104210	451100 Insurance & Surety Bonds	133,672.96	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Streets	104410	451100 Insurance & Surety Bonds	60,043.34	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Engineering	104450	451100 Insurance & Surety Bonds	11,075.87	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Parks	104510	451100 Insurance & Surety Bonds	22,411.96	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Planning	104610	451100 Insurance & Surety Bonds	7,603.49	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Storm Water	494900	451100 Insurance & Surety Bonds	14,215.59	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Fiber	505000	451100 Insurance & Surety Bonds	1,811.45	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375	OLYMPUS INSURANCE AG	Water	515100	451100 Insurance & Surety Bonds	52,962.46	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050

3375 OLYMPUS INSURANCE AG Light & Power	535300	448613	Power Plant Operating Costs	162,336.74	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Light & Power	535300	448627	Echo Hydro Operating Costs	5,777.73	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Light & Power	535300	448628	Pineview Hydro Operating Costs	2,725.34	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Light & Power	535300	448631	Hydro Transmission	8,343.07	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Light & Power	535300	451100	Insurance & Surety Bonds	337,637.35	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Golf Course	555500	451100	Insurance & Surety Bonds	23,747.68	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Refuse Collection Operations	555800	451100	Insurance & Surety Bonds	16,256.62	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Recycle Collection Operations	555820	451100	Insurance & Surety Bonds	6,258.56	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Landfill Operations	595900	451100	Insurance & Surety Bonds	23,332.74	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Cemetery	636300	451100	Insurance & Surety Bonds	7,267.48	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Liability Insurance	737300	451100	Insurance & Surety Bonds	773,288.26	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3375 OLYMPUS INSURANCE AG Redevelopment Agency	737300	451100	Insurance & Surety Bonds	1,735.47	251727	17684	FY 2027 Insurance Premiums- Acct #BOUN050
3458 PETERBILT OF UTAH, I	585800	425000	Equip Supplies & Maint	1,453.90	251811	1120706PU	Misc. Parts/Supplies - Acct # 457
16325 QUATTRO AT RENAISSAN	727200	461050	Loan Monies	500,000.00	251729	06262026	RDA Loan approved by RDA Board on 2/24/26
16117 REHRIG PACIFIC CO	585810	448010	Recycle Containers	6,120.00	251818	50582662	Misc. Parts/Supplies - Cust # 246467
3812 SAFETY SUPPLY & SIGN	104410	441300	Street Signs	4,956.68	251823	084311	Misc. Parts/Supplies - Cust ID 00330
3812 SAFETY SUPPLY & SIGN	104410	441300	Street Signs	16,586.50	251823	084434	Misc. Parts/Supplies - Cust ID 00330
3983 SOUTH DAVIS RECREATI	838300	492020	RAP Tax Grant Award Payments	5,000.00	251730	06252026	FY27 RAP Tax Grant Award
9407 SPECIALTY ELECTRICS,	535300	474790	CIP 09 Dist Sub NW Substation	3,312.54	251825	2516-5	NW Sub IFC Materials
9407 SPECIALTY ELECTRICS,	535300	474790	CIP 09 Dist Sub NW Substation	54,112.50	251825	2516-3	Relay Panels
5358 STOTZ EQUIPMENT	104410	425000	Equip Supplies & Maint	1,919.51	251829	215369	Misc. Parts/Supplies
5358 STOTZ EQUIPMENT	104410	425000	Equip Supplies & Maint	1,919.51	251829	CRED010808	Misc. Parts/Supplies
13402 SWCA ENVIRONMENTAL	104510	426000	Bldg & Grnd Suppl & Maint	1,605.26	251831	248723	Professional Services
16167 TAYLOR ELECTRIC	104410	473400	Concrete Repairs	39,836.34	251833	06292026	Work Completed through June 2026
16167 TAYLOR ELECTRIC	494900	441260	Wtrway Replcmt-Concrete Rpr	23,106.71	251833	06292026	Work Completed through June 2026
4229 TOM RANDALL DIST. CO	104410	425000	Equip Supplies & Maint	29,107.51	251836	0419188	Fuel - Acct # 000275
5442 TRAVIS MATHEW, LLC	555500	448240	Items Purchased - Resale	2,507.99	251838	93480873	Apparel - Acct # 1006176
1918 XCALLIBER	104410	425000	Equip Supplies & Maint	2,618.79	251845	5290297	Trans Parts
TOTAL:				2,765,436.47			

City Council Staff Report

Subject: May 2026 Financial Reports
Author: David Burgoyne, Finance Director
Department: Finance
Date: July 14, 2026



Background

These reports include summary revenue, expense, and budget information for all City funds. Both revenues and expenses, including capital outlay, have been included. These financials are presented to the City Council for review.

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expense graphs are provided that give comparative data for FY2026 through January as compared to the past three fiscal year periods through that same timeframe.

The FY2026 budget portion of these reports is the originally adopted FY2026 budget approved by the City Council in June of 2025.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

Financial information to aid in legislative and operational decision making.

Recommendation

Council is encouraged to review the attached revenue, expense, and budget reports.

Attachments

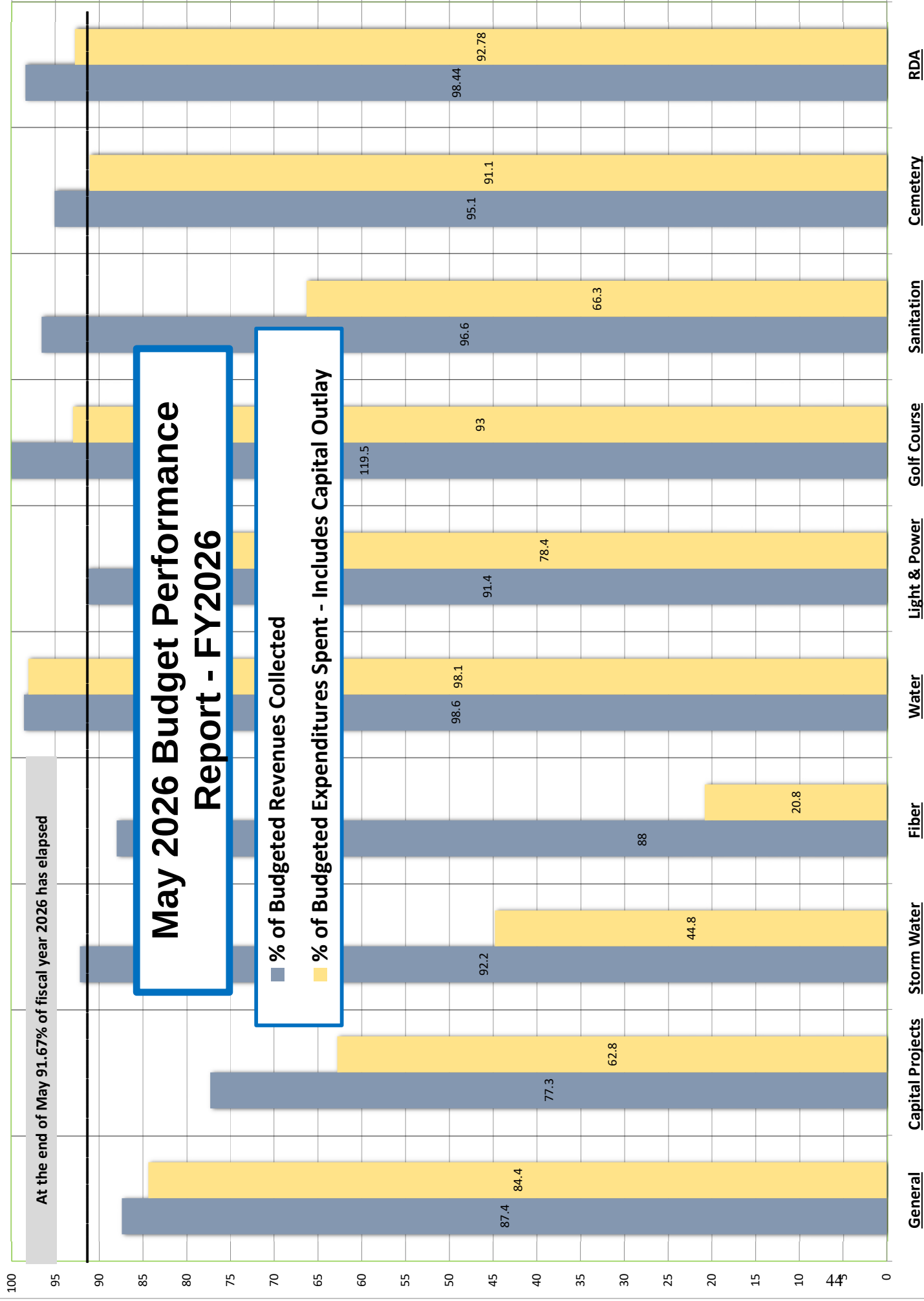
- May 2026 Revenue & Expense Reports – Fiscal 2026 YTD

At the end of May 91.67% of fiscal year 2026 has elapsed

May 2026 Budget Performance Report - FY2026

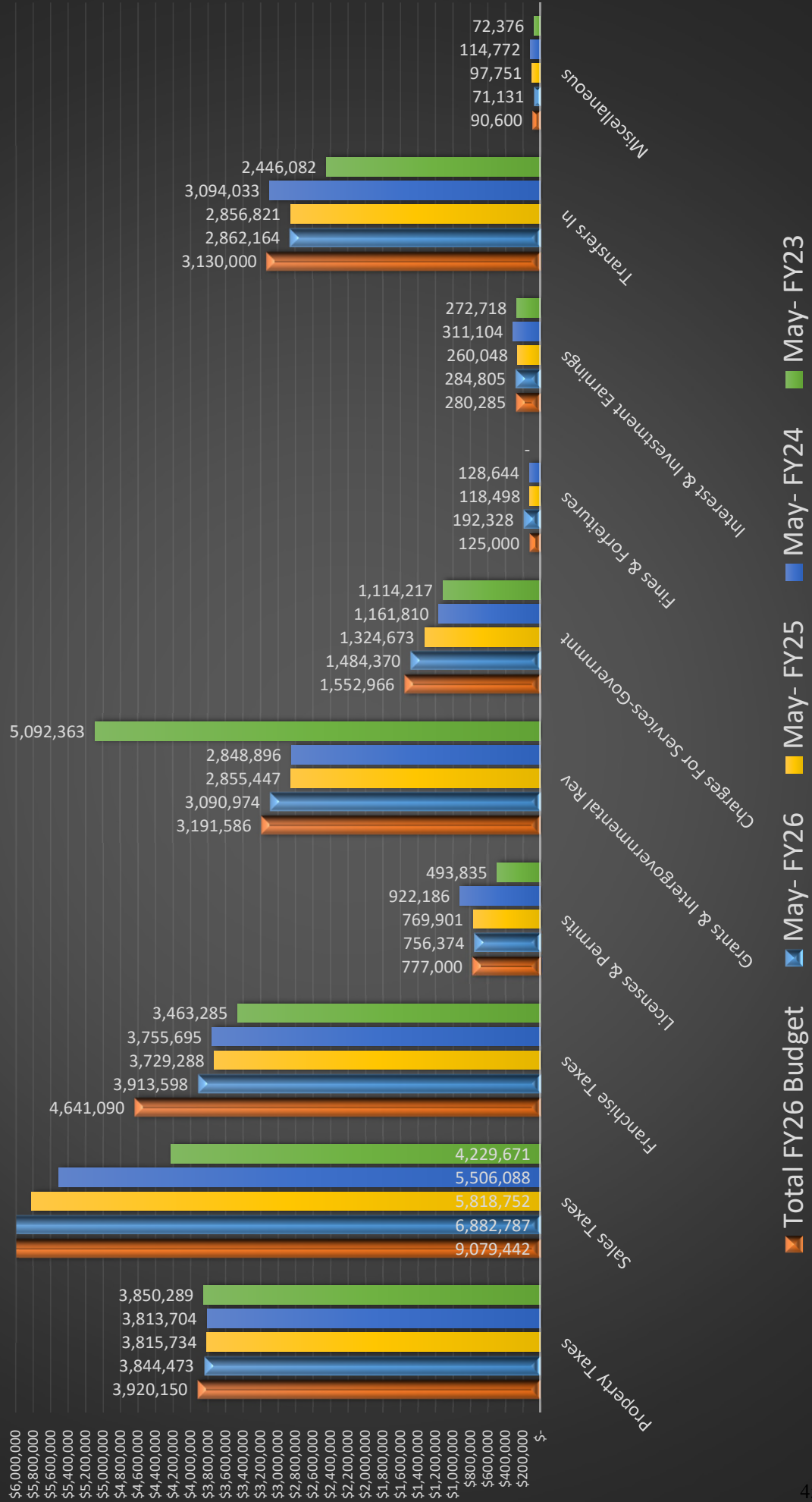
■ % of Budgeted Revenues Collected

■ % of Budgeted Expenditures Spent - Includes Capital Outlay

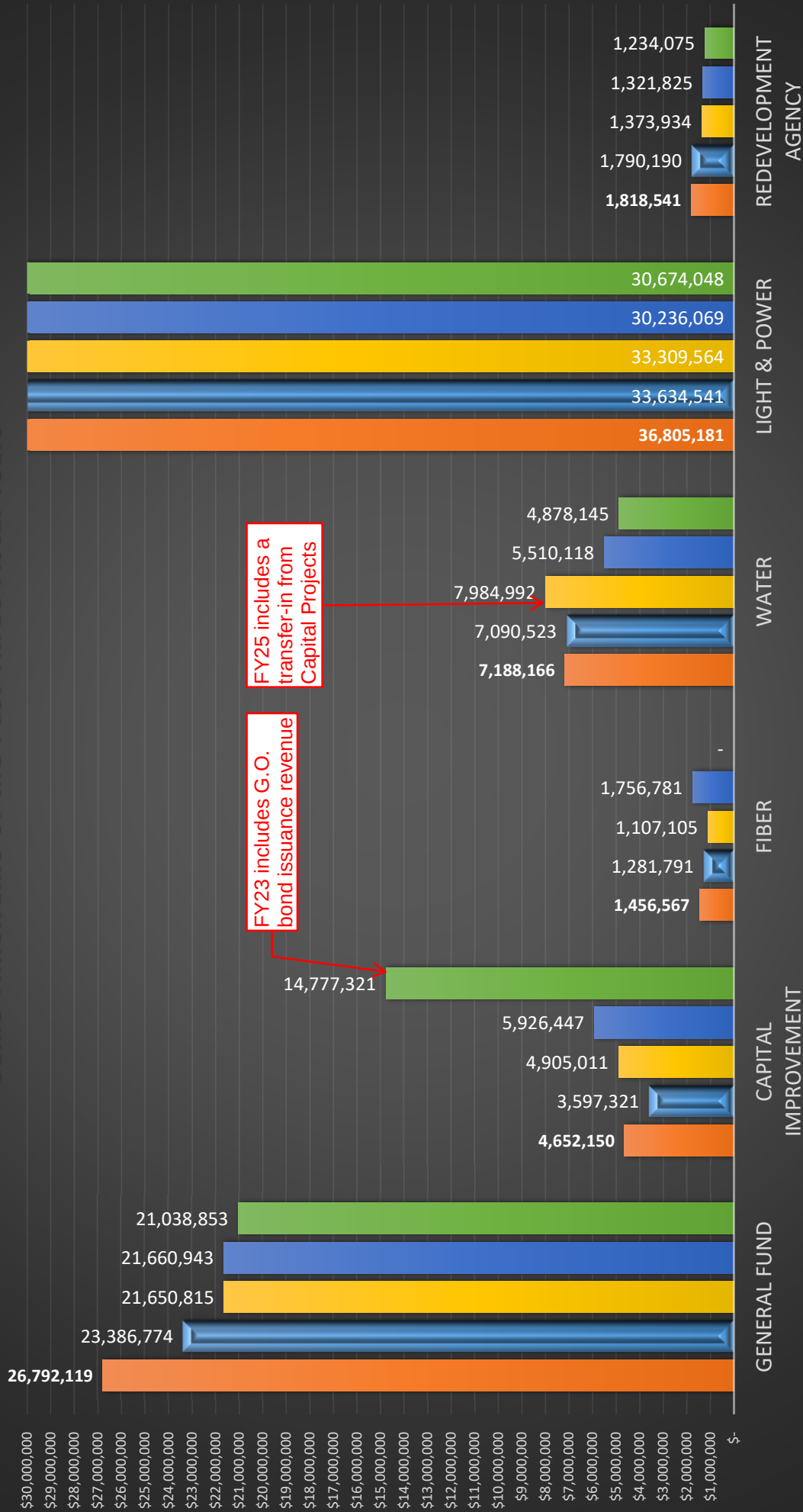


General Fund Detailed Revenues - May 2026

YTD Revenues (Fiscal Year 2026) Compared to Budget and also the Revenues of the Same Timeframe of the Past Three Fiscal Years

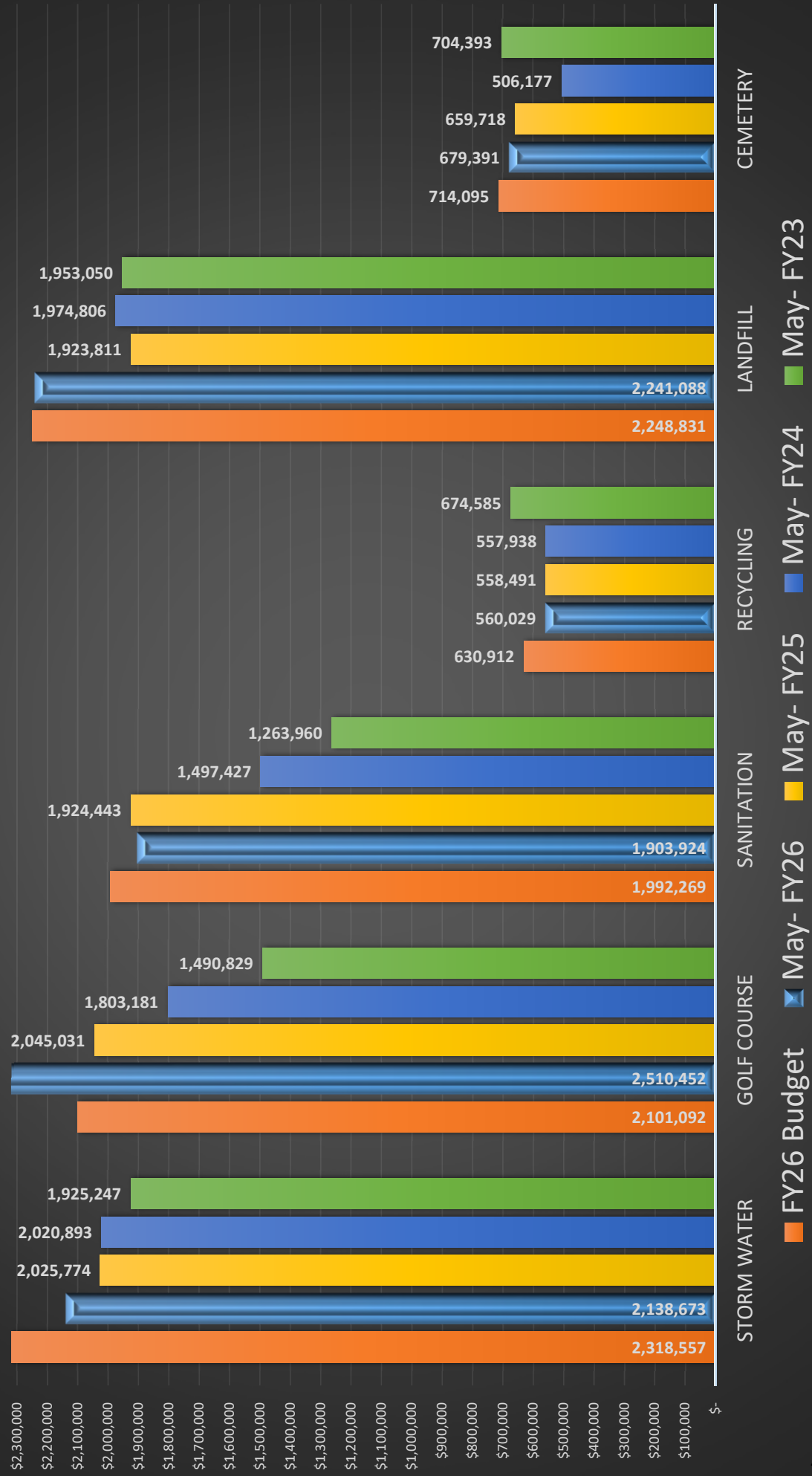


May 2026 YTD Revenues (Fiscal 2026) Compared to Budget and also the Revenues of Same Timeframe of the Past Three Fiscal Years

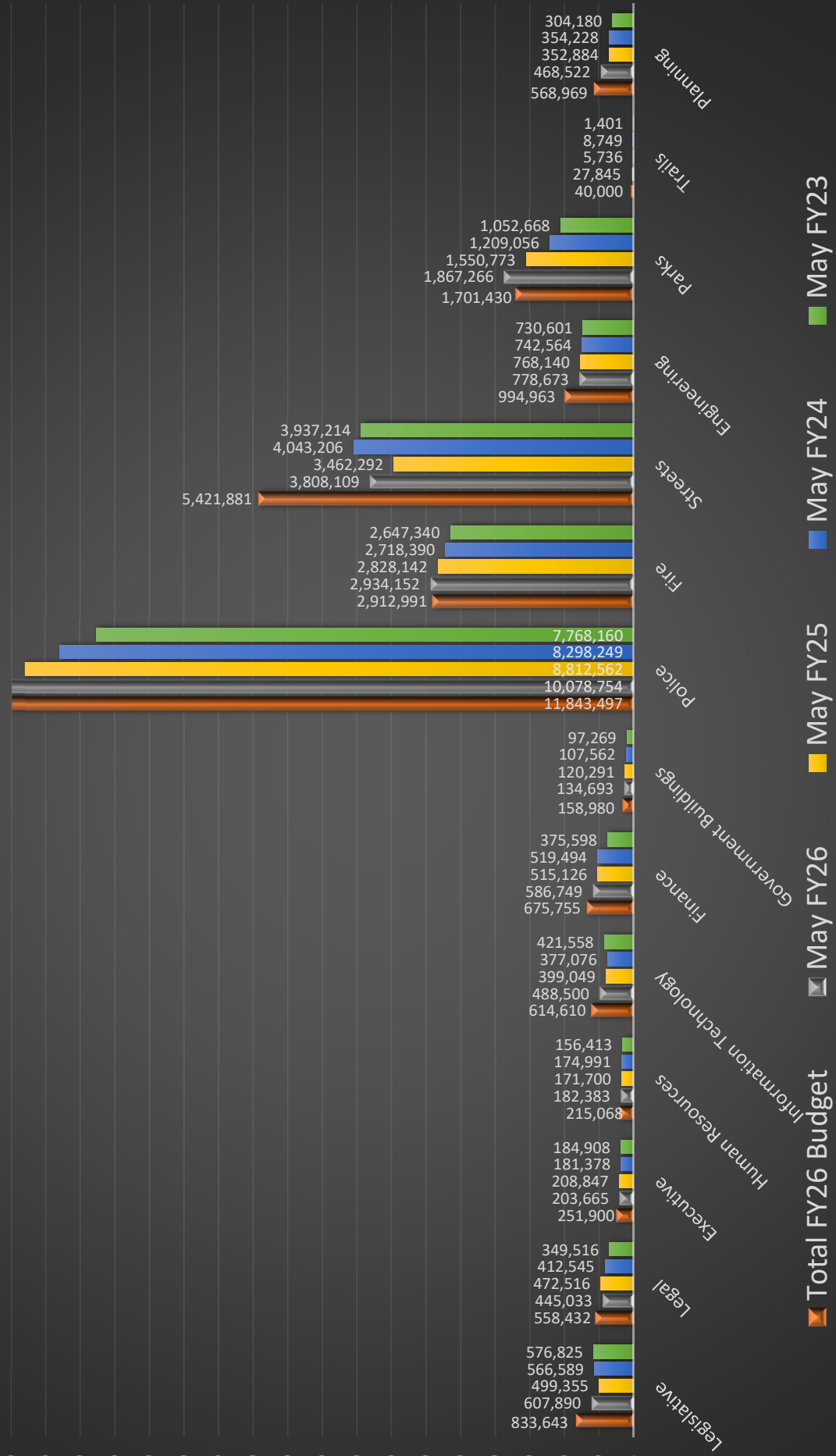


■ FY26 Budget
 ■ May- FY26
 ■ May- FY25
 ■ May- FY24
 ■ May- FY23

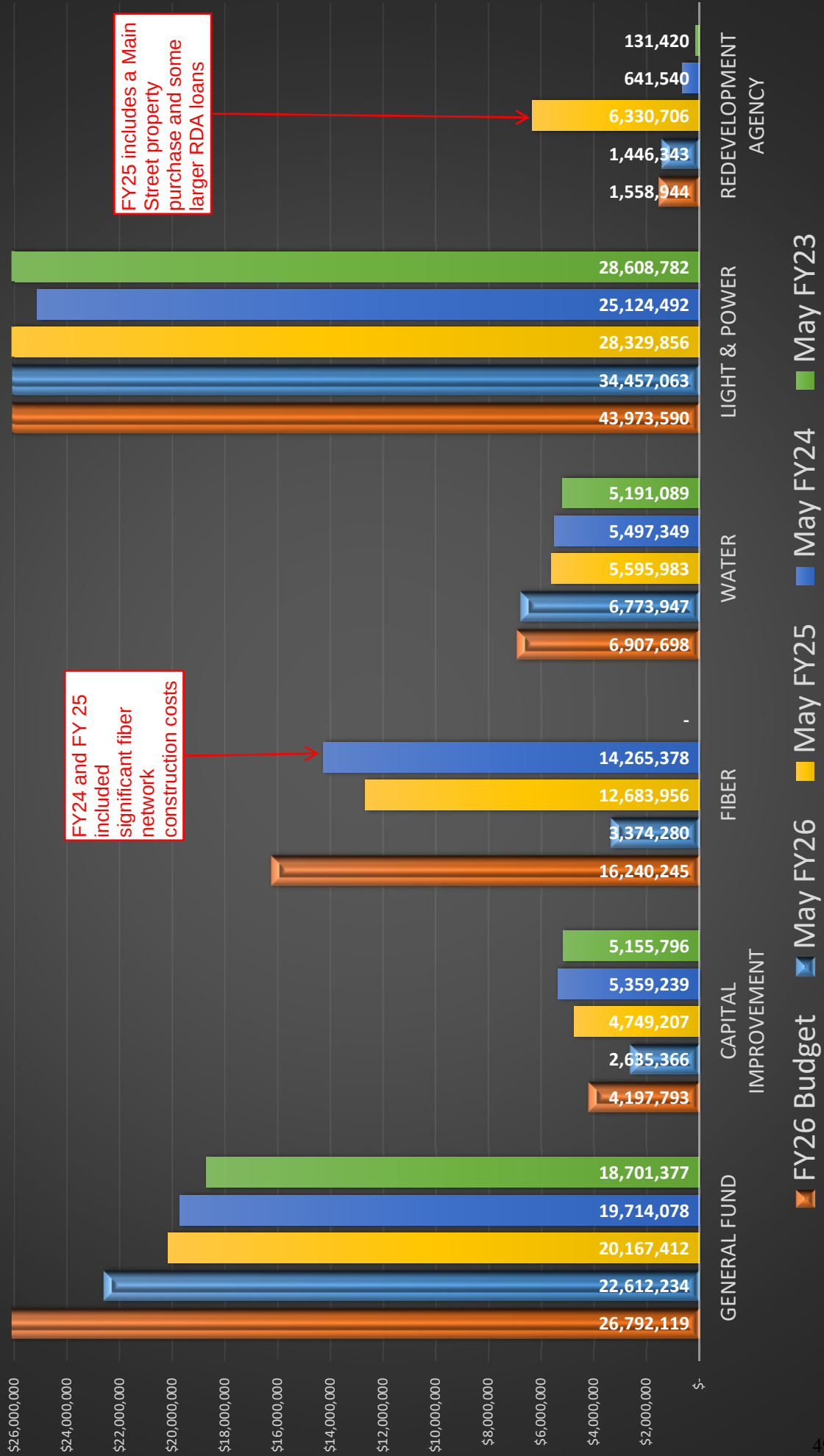
May 2026 (Fiscal 2026) YTD Revenues Compared to Budget and also the Revenues of Same Timeframe of the Past Three Fiscal Years



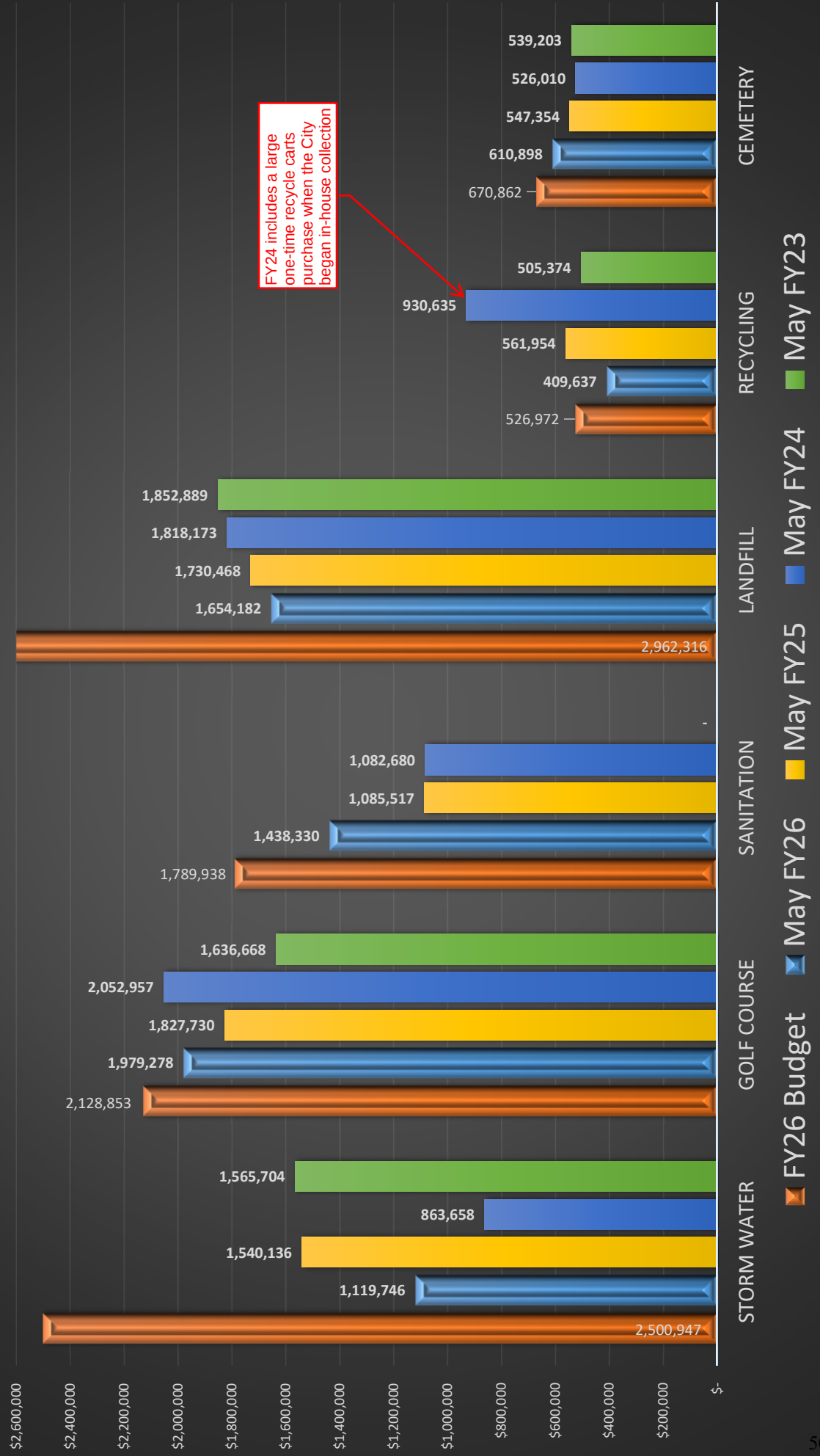
General Fund Detailed Expenditures - May 2026 Fiscal 2026 YTD Expenditures Compared to Budget and also the Expenditures of the Same Timeframe of the Past Three Fiscal Years



May 2026 YTD (Fiscal 2026) Expenditures Compared to Budget and also the Expenditures of the Same Timeframe of the Past Three Fiscal Years



May 2026 YTD (Fiscal 2026) Expenses Compared Budget and also the Expenses of the Same Timeframe of the Past Three Fiscal Years



Bountiful City Corporation



MAY 2026 - FY2026 REVENUE & EXPENSE

FOR 2026 11

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
10 GENERAL FUND							
1010 Property Tax Revenues	-3,920,150	-3,920,150	-3,844,473.47	-27,500.50	.00	-75,676.53	98.1%
1020 Sales Tax Revenues	-9,079,442	-9,079,442	-6,882,786.97	-853,576.90	.00	-2,196,655.03	75.8%
1030 Franchise Tax Revenues	-4,641,090	-4,641,090	-3,913,598.44	-409,446.71	.00	-727,491.56	84.3%
1040 Property Tax Incremental Revenue	-4,000	-4,000	-3,768.79	.00	.00	-231.21	94.2%
2000 License & Permit Revenues	-777,000	-777,000	-756,374.03	-63,716.94	.00	-20,625.97	97.3%
3000 Grants & Intergovernmental Re	-3,191,586	-3,191,586	-3,090,974.02	-600,247.74	.00	-100,611.98	96.8%
3100 Fine & Forfeiture Revenue	-125,000	-125,000	-192,328.48	-66,242.17	.00	67,328.48	153.9%
4000 Charges For ServicesRev-Gover	-1,552,966	-1,552,966	-1,484,370.14	-22,054.63	.00	-68,595.86	95.6%
4110 Legislative Expenditures	833,643	833,643	607,890.36	48,301.34	.00	225,752.64	72.9%
4120 Legal Expenditures	538,432	538,432	445,033.48	60,048.52	.00	113,398.52	79.7%
4130 Executive Expenditures	251,900	251,900	203,664.84	26,724.05	.00	48,235.16	80.9%
4134 Human Resources Expenditures	215,068	215,068	182,382.71	24,405.36	.00	32,685.29	84.8%
4136 Information Technology Expend	614,610	614,610	488,500.41	62,085.31	.00	126,109.59	79.5%
4140 Finance Expenditures	675,755	675,755	586,748.52	70,391.27	.00	89,006.48	86.8%
4160 Government Buildings Expendit	158,980	158,980	134,693.29	11,367.26	.00	24,286.71	84.7%
4210 Police Expenditures	8,836,417	8,836,417	7,495,553.14	831,988.87	.00	1,340,863.86	84.8%
4215 Reserve Officers Expenditures	10,000	10,000	.00	.00	.00	10,000.00	.0%
4216 Crossing Guards Expenditures	204,689	204,689	196,093.03	32,336.05	.00	8,595.97	95.8%
4217 School Resource Officer Expen	507,008	507,008	341,429.19	41,292.06	.00	165,578.81	67.3%
4218 Liquor Control Expenditures	55,026	55,026	29,598.78	2,488.52	.00	25,427.22	53.8%
4219 PSAP - E911 Expenditures	2,230,357	2,230,357	2,016,080.35	220,431.46	.00	214,276.65	90.4%
4220 Fire/EMS Expenditures	2,912,991	2,912,991	2,934,152.00	.00	.00	-21,161.00	100.7%
4410 Streets Expenditures	5,421,881	5,421,881	3,808,109.48	311,964.92	.00	1,613,771.52	70.2%
4450 Engineering Expenditures	994,963	994,963	778,672.59	101,183.67	.00	216,290.41	78.3%
4510 Parks Expenditures	1,701,430	1,701,430	1,867,265.79	134,104.65	.00	-165,835.79	109.7%
4550 Trails Expenditures	40,000	40,000	27,844.58	978.44	.00	12,155.42	69.6%
4610 Planning Expenditures	568,969	568,969	468,521.81	56,230.28	.00	100,447.19	82.3%
6000 Miscellaneous	-90,600	-90,600	-71,130.84	-21,332.02	.00	-19,469.16	78.5%
6010 Interest & Investment Earning	-280,285	-280,285	-284,805.17	-22,053.81	.00	4,520.17	101.6%
6020 Sale of Capital Assets	0	0	-17,625.00	.00	.00	17,625.00	100.0%
8010 Transfers In	-3,130,000	-3,130,000	-2,862,163.54	-209,998.07	.00	-267,836.46	91.4%
TOTAL GENERAL FUND	0	0	-792,164.54	-259,847.46	.00	792,164.54	100.0%
TOTAL REVENUES	-26,792,119	-26,792,119	-23,404,398.89	-2,296,169.49	.00	-3,387,720.11	
TOTAL EXPENSES	26,792,119	26,792,119	22,612,234.35	2,036,322.03	.00	4,179,884.65	

30 DEBT SERVICE

Bountiful City Corporation



MAY 2026 - FY2026 REVENUE & EXPENSE

FOR 2026 11

30	DEBT SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1010	Property Tax Revenues	-519,910	-519,910	-500,193.30	-3,652.56	.00	-19,716.70	96.2%
4710	Debt Service	568,419	568,419	568,380.23	2.80	.00	38.77	100.0%
6010	Interest & Investment Earning	-2,000	-2,000	-3,466.31	-177.68	.00	1,466.31	173.3%
	TOTAL DEBT SERVICE	46,509	46,509	64,720.62	-3,827.44	.00	-18,211.62	139.2%
	TOTAL REVENUES	-521,910	-521,910	-503,659.61	-3,830.24	.00	-18,250.39	
	TOTAL EXPENSES	568,419	568,419	568,380.23	2.80	.00	38.77	
45	CAPITAL IMPROVEMENT							
1020	Sales Tax Revenues	-2,410,358	-2,410,358	-1,821,923.26	-228,259.33	.00	-588,434.74	75.6%
4110	Legislative Expenditures	305,000	305,000	2,600.00	.00	.00	302,400.00	.9%
4136	Information Technology Expend	240,000	240,000	139,586.03	.00	.00	100,413.97	58.2%
4140	Finance Expenditures	36,000	36,000	24,034.64	1,365.29	.00	11,965.36	66.8%
4210	Police Expenditures	868,668	868,668	706,916.83	27,172.00	.00	161,751.17	81.4%
4410	Streets Expenditures	2,487,000	2,487,000	1,656,494.70	.00	.00	830,505.30	66.6%
4510	Parks Expenditures	85,000	85,000	58,667.48	.00	.00	26,332.52	69.0%
4550	Trails Expenditures	176,125	176,125	47,065.93	.00	.00	129,059.07	26.7%
6000	Miscellaneous	-46,628	-46,628	-42,555.29	.00	.00	-4,072.71	91.3%
6010	Interest & Investment Earning	-1,488,101	-1,488,101	-1,688,356.18	-102,072.15	.00	200,255.18	113.5%
6020	Sale of Capital Assets	-55,000	-55,000	-36,935.00	-6,697.50	.00	-18,065.00	67.2%
8000	Contribution Revenue	-5,000	-5,000	-7,551.00	-1,001.00	.00	2,551.00	151.0%
8010	Transfers In	-647,063	-647,063	.00	.00	.00	-647,063.00	.0%
	TOTAL CAPITAL IMPROVEMENT	-454,357	-454,357	-961,955.12	-309,492.69	.00	507,598.12	211.7%
	TOTAL REVENUES	-4,652,150	-4,652,150	-3,597,320.73	-338,029.98	.00	-1,054,829.27	
	TOTAL EXPENSES	4,197,793	4,197,793	2,635,365.61	28,537.29	.00	1,562,427.39	
49	STORM WATER							
4900	Storm Water Expenses	2,500,947	2,500,947	1,119,745.69	86,983.19	.00	1,381,201.31	44.8%
6000	Miscellaneous	-5,800	-5,800	-5,553.00	.00	.00	-247.00	95.7%
6010	Interest & Investment Earning	-134,000	-134,000	-175,573.22	-10,440.98	.00	41,573.22	131.0%
7000	Charge For Services Rev. -Prop	-2,178,757	-2,178,757	-1,948,721.11	-181,133.95	.00	-230,035.89	89.4%
8020	Impact Fee Revenue	0	0	-8,825.96	.00	.00	8,825.96	100.0%
	TOTAL STORM WATER	182,390	182,390	-1,018,927.60	-104,591.74	.00	1,201,317.60	-558.7%
	TOTAL REVENUES	-2,318,557	-2,318,557	-2,138,673.29	-191,574.93	.00	-179,883.71	
	TOTAL EXPENSES	2,500,947	2,500,947	1,119,745.69	86,983.19	.00	1,381,201.31	
50	FIBER							

MAY 2026 - FY2026 REVENUE & EXPENSE

FOR 2026 11

50 FIBER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5000 Fiber Expenses	16,240,245	16,240,245	3,374,280.40	123,880.20	.00	12,865,964.60	20.8%
6000 Miscellaneous	0	0	-1,767.50	.00	.00	1,767.50	100.0%
6010 Interest & Investment Earning	-300,000	-300,000	-291,253.03	-25,411.45	.00	-8,746.97	97.1%
7000 Charge For Services Rev.-Prop	-1,156,567	-1,156,567	-988,770.47	-111,668.54	.00	-167,796.53	85.5%
TOTAL FIBER	14,783,678	14,783,678	2,092,489.40	-13,199.79	.00	12,691,188.60	14.2%
TOTAL REVENUES	-1,456,567	-1,456,567	-1,281,791.00	-137,079.99	.00	-174,776.00	
TOTAL EXPENSES	16,240,245	16,240,245	3,374,280.40	123,880.20	.00	12,865,964.60	
51 WATER							
5100 Water Expenses	6,907,698	6,907,698	6,773,946.53	491,200.01	.00	133,751.47	98.1%
6000 Miscellaneous	-2,000	-2,000	-20,038.30	-6,254.88	.00	18,038.30	1001.9%
6010 Interest & Investment Earning	-164,166	-164,166	-127,417.30	-8,339.09	.00	-36,748.70	77.6%
6020 Sale of Capital Assets	-25,000	-25,000	-75,050.00	.00	.00	50,050.00	300.2%
7000 Charge For Services Rev.-Prop	-6,887,000	-6,887,000	-6,557,499.41	-587,942.88	.00	-329,500.59	95.2%
7010 Connection & Servicing Revenue	-40,000	-40,000	-16,582.38	-1,439.21	.00	-23,417.62	41.5%
8020 Impact Fee Revenue	-40,000	-40,000	-77,272.40	-3,676.00	.00	37,272.40	193.2%
8030 Capital Contributions/Donatio	-30,000	-30,000	-216,663.00	-1,825.00	.00	186,663.00	722.2%
TOTAL WATER	-280,468	-280,468	-316,576.26	-118,277.05	.00	36,108.26	112.9%
TOTAL REVENUES	-7,188,166	-7,188,166	-7,090,522.79	-609,477.06	.00	-97,643.21	
TOTAL EXPENSES	6,907,698	6,907,698	6,773,946.53	491,200.01	.00	133,751.47	
53 LIGHT & POWER							
5300 Light & Power Expenses	43,973,590	43,973,590	34,457,062.96	2,648,207.92	.00	9,516,527.04	78.4%
6000 Miscellaneous	-122,000	-122,000	-429,918.26	-8,941.77	.00	307,918.26	332.4%
6010 Interest & Investment Earning	-595,138	-595,138	-883,268.65	-46,779.76	.00	288,130.65	148.4%
6020 Sale of Capital Assets	-34,000	-34,000	-42,434.50	.00	.00	8,434.50	124.8%
7000 Charge For Services Rev.-Prop	-34,984,538	-34,984,538	-31,712,107.69	-2,357,309.97	.00	-3,272,430.31	90.6%
7010 Connection & Servicing Revenue	-100,000	-100,000	-92,436.97	-9,403.79	.00	-7,563.03	92.4%
7030 Equipment & Facility Rent Rev	-89,505	-89,505	-88,905.69	.00	.00	-599.31	99.3%
8030 Capital Contributions/Donatio	-880,000	-880,000	-385,469.00	.00	.00	-494,531.00	43.8%
TOTAL LIGHT & POWER	7,168,409	7,168,409	822,522.20	225,772.63	.00	6,345,886.80	11.5%
TOTAL REVENUES	-36,805,181	-36,805,181	-33,634,540.76	-2,422,435.29	.00	-3,170,640.24	
TOTAL EXPENSES	43,973,590	43,973,590	34,457,062.96	2,648,207.92	.00	9,516,527.04	

55 GOLF COURSE

Bountiful City Corporation



MAY 2026 - FY2026 REVENUE & EXPENSE

FOR 2026 11

55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5500	Golf Course Expenses	2,128,853	2,128,853	1,979,277.95	176,435.61	.00	149,575.05	93.0%
6000	Miscellaneous	-3,000	-3,000	-4,521.14	-199.00	.00	1,521.14	150.7%
6010	Interest & Investment Earning	-48,612	-48,612	-60,750.04	-3,591.07	.00	12,138.04	125.0%
7020	Admission & Lesson Fee Revenue	-1,196,480	-1,196,480	-1,438,135.17	-242,162.66	.00	241,655.17	120.2%
7030	Equipment & Facility Rent Rev	-555,000	-555,000	-670,557.31	-108,567.59	.00	115,557.31	120.8%
7040	Concession & Merchandise Sale	-298,000	-298,000	-336,487.95	-47,136.87	.00	38,487.95	112.9%
	TOTAL GOLF COURSE	27,761	27,761	-531,173.66	-225,221.58	.00	558,934.66	-1913.4%
	TOTAL REVENUES	-2,101,092	-2,101,092	-2,510,451.61	-401,657.19	.00	409,359.61	
	TOTAL EXPENSES	2,128,853	2,128,853	1,979,277.95	176,435.61	.00	149,575.05	
58 SANITATION								
5800	Refuse Collection Operations	1,789,938	1,789,938	1,438,329.57	117,431.02	.00	351,608.43	80.4%
5810	Recycle Collection Operations	526,972	526,972	409,637.30	42,707.57	.00	117,334.70	77.7%
5820	Landfill Operations Expenses	2,962,316	2,962,316	1,654,181.98	200,050.40	.00	1,308,134.02	55.8%
6000	Miscellaneous	0	0	-02	.00	.00	.02	100.0%
6002	Miscellaneous - Landfill	-30,000	-30,000	-21,629.31	-3,785.30	.00	-8,370.69	72.1%
6010	Interest & Investment Earning	-221,831	-221,831	-267,119.11	-15,963.69	.00	45,288.11	120.4%
6012	Interest Earnings - Landfill	0	0	-146,890.48	-13,028.43	.00	146,890.48	100.0%
6021	Sale of Capital Assets-Recycl	0	0	-4,275.00	-4,275.00	.00	4,275.00	100.0%
7000	Charge For Services Rev.-Prop	-1,962,269	-1,962,269	-1,735,404.04	-162,453.79	.00	-226,864.96	88.4%
7001	Charge For Services Rev-Recycl	-630,912	-630,912	-560,028.59	-52,498.41	.00	-70,883.41	88.8%
7002	Charge For Services Rev-Landfi	-2,027,000	-2,027,000	-1,969,693.81	-208,851.01	.00	-57,306.19	97.2%
	TOTAL SANITATION	407,214	407,214	-1,202,891.51	-100,666.64	.00	1,610,105.51	-295.4%
	TOTAL REVENUES	-4,872,012	-4,872,012	-4,705,040.36	-460,855.63	.00	-166,971.64	
	TOTAL EXPENSES	5,279,226	5,279,226	3,502,148.85	360,188.99	.00	1,777,077.15	
59 CEMETERY								
5900	Cemetery Expenses	670,862	670,862	610,897.80	61,402.67	.00	59,964.20	91.1%
6010	Interest & Investment Earning	-29,370	-29,370	-33,141.36	-1,907.96	.00	3,771.36	112.8%
7000	Charge For Services Rev.-Prop	-576,100	-576,100	-503,925.00	-48,600.00	.00	-72,175.00	87.5%
7050	Cemetery Burial Plot Sale Rev	-108,625	-108,625	-142,325.00	-9,975.00	.00	33,700.00	131.0%
	TOTAL CEMETERY	-43,233	-43,233	-68,493.56	919.71	.00	25,260.56	158.4%
	TOTAL REVENUES	-714,095	-714,095	-679,391.36	-60,482.96	.00	-34,703.64	
	TOTAL EXPENSES	670,862	670,862	610,897.80	61,402.67	.00	59,964.20	

61. COMPUTER MAINTENANCE

Bountiful City Corporation



MAY 2026 - FY2026 REVENUE & EXPENSE

FOR 2026 11

61	COMPUTER MAINTENANCE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4000	Charges For ServicesRev-Gover	-453,517	-453,517	-394,916.51	.00	.00	-58,600.49	87.1%
6000	Miscellaneous	0	0	-1,230.00	.00	.00	1,230.00	100.0%
6010	Interest & Investment Earning	-1,250	-1,250	-8,467.35	-225.09	.00	7,217.35	677.4%
6100	Computer Maintenance Expendit	328,567	328,567	280,821.22	2,855.08	.00	47,745.78	85.5%
	TOTAL COMPUTER MAINTENANCE	-126,200	-126,200	-123,792.64	2,629.99	.00	-2,407.36	98.1%
	TOTAL REVENUES	-454,767	-454,767	-404,613.86	-225.09	.00	-50,153.14	
	TOTAL EXPENSES	328,567	328,567	280,821.22	2,855.08	.00	47,745.78	
63	LIABILITY INSURANCE							
6010	Interest & Investment Earning	-21,000	-21,000	-9,277.63	-267.09	.00	-11,722.37	44.2%
6300	Liability Insurance	1,118,088	1,118,088	772,190.47	19,789.83	.00	345,897.53	69.1%
7000	Charge For Services Rev.-Prop	-780,000	-780,000	-623,039.13	.00	.00	-156,960.87	79.9%
	TOTAL LIABILITY INSURANCE	317,088	317,088	139,873.71	19,522.74	.00	177,214.29	44.1%
	TOTAL REVENUES	-801,000	-801,000	-632,316.76	-267.09	.00	-168,683.24	
	TOTAL EXPENSES	1,118,088	1,118,088	772,190.47	19,789.83	.00	345,897.53	
64	WORKERS' COMP INSURANCE							
6010	Interest & Investment Earning	-29,439	-29,439	-46,062.73	-3,118.59	.00	16,623.73	156.5%
6400	Workers' Comp Insurance	511,951	511,951	254,610.52	23,966.18	.00	257,340.48	49.7%
7000	Charge For Services Rev.-Prop	-924,039	-924,039	-806,865.09	-104,517.08	.00	-117,173.91	87.3%
	TOTAL WORKERS' COMP INSURANCE	-441,527	-441,527	-598,317.30	-83,669.49	.00	156,790.30	135.5%
	TOTAL REVENUES	-953,478	-953,478	-852,927.82	-107,635.67	.00	-100,550.18	
	TOTAL EXPENSES	511,951	511,951	254,610.52	23,966.18	.00	257,340.48	
72	RDA REVOLVING LOAN FUND							
6000	Miscellaneous	-594,992	-594,992	-586,064.62	-5,528.84	.00	-8,927.38	98.5%
6010	Interest & Investment Earning	-77,464	-77,464	-91,105.29	-5,014.90	.00	13,641.29	117.6%
7200	RDA Revolving Loans Expenditu	500,400	500,400	339.42	38.14	.00	500,060.58	.1%
	TOTAL RDA REVOLVING LOAN FUND	-172,056	-172,056	-676,830.49	-10,505.60	.00	504,774.49	393.4%
	TOTAL REVENUES	-672,456	-672,456	-677,169.91	-10,543.74	.00	4,713.91	
	TOTAL EXPENSES	500,400	500,400	339.42	38.14	.00	500,060.58	
73	REDEVELOPMENT AGENCY							

Bountiful City Corporation



MAY 2026 - FY2026 REVENUE & EXPENSE

FOR 2026 11

73	REDEVELOPMENT AGENCY	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1010	Property Tax Revenues	-77,000	-77,000	-87,447.00	.00	.00	10,447.00	113.6%
1040	Property Tax Increment Revenue	-950,000	-950,000	-918,839.00	.00	.00	-31,161.00	96.7%
4000	Charges For ServicesRev-Gover	-72,000	-72,000	-60,047.43	-6,047.43	.00	-11,952.57	83.4%
6010	Interest & Investment Earning	-47,085	-47,085	-46,686.24	-3,322.60	.00	-398.76	99.2%
7300	Redevelopment Agency Expendit	1,058,544	1,058,544	1,446,003.68	17,021.47	.00	-387,459.68	136.6%
	TOTAL REDEVELOPMENT AGENCY	-87,541	-87,541	332,984.01	7,651.44	.00	-420,525.01	-380.4%
	TOTAL REVENUES	-1,146,085	-1,146,085	-1,113,019.67	-9,370.03	.00	-33,065.33	
	TOTAL EXPENSES	1,058,544	1,058,544	1,446,003.68	17,021.47	.00	-387,459.68	
74	CEMETERY PERPETUAL CARE							
6010	Interest & Investment Earning	-78,551	-78,551	-92,528.83	-5,376.89	.00	13,977.83	117.8%
7050	Cemetery Burial Plot Sale Rev	-70,000	-70,000	-96,275.00	-4,675.00	.00	26,275.00	137.5%
7400	Cemetery Perpetual Care Expen	802	802	914.45	84.69	.00	-112.45	114.0%
	TOTAL CEMETERY PERPETUAL CARE	-147,749	-147,749	-187,889.38	-9,967.20	.00	40,140.38	127.2%
	TOTAL REVENUES	-148,551	-148,551	-188,803.83	-10,051.89	.00	40,252.83	
	TOTAL EXPENSES	802	802	914.45	84.69	.00	-112.45	
78	LANDFILL CLOSURE							
6010	Interest & Investment Earning	-38,250	-38,250	-39,263.79	-3,482.50	.00	1,013.79	102.7%
	TOTAL LANDFILL CLOSURE	-38,250	-38,250	-39,263.79	-3,482.50	.00	1,013.79	102.7%
	TOTAL REVENUES	-38,250	-38,250	-39,263.79	-3,482.50	.00	1,013.79	
83	RAP TAX							
1050	RAP Tax Revenues	-761,250	-761,250	-619,061.62	-77,674.99	.00	-142,188.38	81.3%
6010	Interest & Investment Earning	-13,000	-13,000	-20,386.09	-1,663.32	.00	7,386.09	156.8%
8300	RAP Tax Expenditures	762,481	762,481	113,111.39	26.20	.00	649,369.61	14.8%
	TOTAL RAP TAX	-11,769	-11,769	-526,336.32	-79,312.11	.00	514,567.32	4472.2%
	TOTAL REVENUES	-774,250	-774,250	-639,447.71	-79,338.31	.00	-134,802.29	
	TOTAL EXPENSES	762,481	762,481	113,111.39	26.20	.00	649,369.61	
99	INVESTMENT							
6010	Interest & Investment Earning	0	0	-93,086.53	43,951.83	.00	93,086.53	100.0%

MAY 2026 - FY2026 REVENUE & EXPENSE

FOR 2026 11

99	INVESTMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
	TOTAL INVESTMENT	0	0	-93,086.53	43,951.83	.00	93,086.53	100.0%
	TOTAL REVENUES	0	0	-93,086.53	43,951.83	.00	93,086.53	
	GRAND TOTAL	21,129,899	21,129,899	-3,685,108.76	-1,021,612.95	.00	24,815,007.76	-17.4%

** END OF REPORT - Generated by David Burgoyne **

City Council Staff Report

Subject: Planning Commission Appointments of Jamie Welch Jaro and Darrin Perkes
Author: Francisco Astorga, AICP, Planning Director
Department: Planning
Date: July 14, 2026

Background

The Bountiful City Planning Commission currently has two (2) vacancies following the expiration of the terms of Sean Monson and Lynn Jacobs. Both commissioners completed their respective terms of service. The Commission is composed of seven (7) individuals: six (6) Bountiful City residents appointed by the Mayor with the advice and consent of the City Council, and one (1) City Council member appointed by the Mayor. Planning Commission appointments are for four (4)-year terms.

Following a public recruitment process, the City received applications from qualified residents. After reviewing the applications and conducting interviews, the Mayor recommends the appointment of Jamie Welch Jaro and Darrin Perkes to the Planning Commission, subject to the advice and consent of the City Council.

Analysis

Jamie Welch Jaro is a long-time Bountiful resident and Public Affairs Specialist with the U.S. Department of Agriculture (USDA) Rural Development. She has extensive experience in strategic communications, project management, public engagement, and leadership training, and currently serves as Chair of the Valley View Elementary Community Council. Ms. Welch Jaro expressed a desire to serve the community by helping implement the City's recently adopted General Plan and supporting thoughtful growth.

Darrin Perkes has been a Bountiful resident for more than 20 years and is a licensed Landscape Architect with approximately 30 years of experience in landscape architecture, civil engineering, and project management. As a Project Manager, he has led projects ranging from neighborhood developments to large-scale master-planned communities. He expressed an interest in helping guide future growth while preserving Bountiful's character and quality of life.

Both candidates possess complementary backgrounds that will strengthen the Planning Commission. Ms. Welch Jaro brings expertise in public communication, stakeholder engagement, and strategic planning, while Mr. Perkes contributes decades of experience managing complex development projects and multidisciplinary teams. Together, they will provide well-rounded perspectives as the Commission implements the recently adopted General Plan and considers future land use and development matters affecting the community.

Department Review

The Mayor's recommended appointments were reviewed by the Planning Director and City Manager.

Significant Impacts

None.

Recommendation

It is recommended that the City Council provide its advice and consent to the Mayor's appointments of Jamie Welch Jaro and Darrin Perkes to the Bountiful Planning Commission, with each serving a four (4)-year term ending June 30, 2030.

Attachments

1. Updated Planning Commission Roster (July 2026), If Appointed

Commissioner	Current Term Start Date	Current Term End Date	Additional
Alan Bott ⁱ	July 2023	June 2027	Member since November 2021
Beverly Ward	July 2023	June 2027	
Krissy Gilmore ⁱⁱ	July 2024	June 2028	Member since March 2022
Aaron Arbuckle	July 2025	June 2029	
Jamie Welch Jaro	July 2026	June 2030	
Darrin Perkes	July 2026	June 2030	
Richard Higginson ⁱⁱⁱ	January 2023	TBD	

ⁱ 2026 Planning Commission Chair

ⁱⁱ 2026 Planning Commission Vice-Chair

ⁱⁱⁱ 2026 City Council Member Appointment

City Council Staff Report



Subject: Appointment of Councilmember Millie Segura Bahr to the Centerpoint Board of Directors

Author: Sophia Ward, City Recorder

Date: July 14, 2026

Background

The Centerpoint Board of Directors includes representatives from participating entities who provide oversight and direction for the Centerpoint project. The Bountiful City Council is responsible for appointing the City's representative to serve on the Board.

Councilmember Millie Segura Bahr is recommended for appointment to the Centerpoint Board of Directors. She previously served on the Bountiful City Council from 2020 to 2024 and was reappointed to the Council in January 2026. Her prior service, knowledge of City operations, and commitment to the community make her well qualified to represent Bountiful City on the Board.

Analysis

Appointing Councilmember Segura Bahr will ensure Bountiful City continues to have experienced representation on the Centerpoint Board of Directors. Her familiarity with Council priorities and local government will allow her to effectively advocate for the City's interests while contributing to the Board's work.

Department Review

This report has been reviewed by the City Manager.

Significant Impacts

N/A

Recommendation

Staff recommends that the City Council appoint Councilmember Millie Segura Bahr to serve as Bountiful City's representative on the Centerpoint Board of Directors.

Attachments

N/A

City Council Staff Report

Subject: Parks Work Trucks

Author: Brock Hill

Department: Parks

Date: 14 July 2026



Background

Bountiful City has always been committed to providing fun, beautiful, and well-maintained parks and cemetery facilities for its citizens. This is accomplished through daily maintenance operations with 7 full-time and up to 24 seasonal employees. We rely heavily on the maintenance vehicles and equipment in our fleet and work hard to maintain and upkeep that equipment in safe and reliable working conditions. We maintain 48 sites consisting of parks, detention basins, City owned facility landscapes, streetscapes, trailheads, and open spaces totaling 220 acres.

Analysis

The parks department relies heavily on the work trucks for daily transportation of staff, equipment, supplies, and to help employees accomplish assigned maintenance tasks and operations. City Council recently approved the addition of 2 new full-time positions in the parks department, 1 new Park Superintendent and 1 new Crew Lead. With the addition of these new positions, these new trucks will be needed to support their daily maintenance assignments and operations.

We requested quotes from the current State Contract bid holder for Ford and Chevrolet, Young Automotive. Young Automotive has the State Contract for Ford, Chevrolet and Dodge and has the ability to quote prices for each of the manufacturers for which we were seeking quotes. After reviewing the quotes received, we determined all were responsive responsible quotes based on the type of vehicle and equipment requested. The bids/quotes are as follows:

Ford (State Contract #MA3800)	\$52,533.00
Chevrolet (State Contract #MA3799)	no vehicles available as specified
Dodge (State Contract #MA3795)	no vehicles available as specified

Department Review

The review was completed by the Parks Departments

Significant Impacts

These work trucks are budgeted for in the FY2027 Parks Capital Equipment budget. There are sufficient funds to cover the costs of the purchase.

Recommendation

Staff recommends the Council approve the purchase of 2 2026 Ford F150 4X4 4-door crew work trucks from Young Ford as the State Contract holder and low-price bidder for \$52,533.00.

Attachments

None (quotes are available for review upon request)

City Council Staff Report



Subject: Purchase of a Highway Class Road Paver
Author: Jared Edge Fleet Supervisor and Charles Benson
Department: Streets
Date: July 14, 2026

Background

The Street Department needs to replace our 2011 Dynapac Road Paver. It has reached the end of useful life. This essential piece of equipment is used by the Street Department to maintain and reconstruct the roads in Bountiful.

Analysis

Staff requested quotes for a Highway Class Road Paver and received the following:

RDO Equipment (Voegele)-	\$677,572.09
Arnold Machinery (Dynapac)-	\$585,839.01
<u>Astec Industries (Roadtec)-</u>	\$596,838.22

The Roadtec paver is manufactured by Astec Industries in Tennessee. The City purchases equipment and parts directly from the manufacturer and has consistently received parts and service quickly and at reasonable cost. The City also owns a Roadtec road mill, which has proven to be a reliable machine. By comparison, many Dynapac parts are sourced from Sweden and have been more expensive and harder to obtain or discontinued. Astec Industries have been able to help us find parts for our paver that Dynapac could not find. Staff believes the best value in the long term for the City is the Roadtec Paver

Department Review

This report was reviewed by the Street Department Director, the Public Works Director, and the City Manager.

Significant Impacts

The Street Department FY 2027 budget for this equipment is \$625,000.00. The actual impact is \$596,838.22 after Sourcwell Contract discounts.

Recommendation

Staff recommends the Council approve the purchase of a Roadtec RP-195 Highway Class Paver on Sourcwell Contract from Astec Industries for \$596,838.22.

Attachments

none

City Council Staff Report

Subject: Side Loader Refuse Truck
Author: Fleet/Shop Supervisor
Department: Sanitation
Date: July 14, 2026



Background

The Sanitation Department needs to replace one of its side loading refuse trucks. The trucks are used to collect residential garbage. We have 5 first line trucks that are out daily. The rotation schedule for these trucks is based on 6-years of daily (first line) use after which a truck is used as a reserve for two years before being retired.

Analysis

Staff consulted Sourcewell, a multi-state competitive bidding contract in which the City participates, and identified the following equipment that meets the Department's needs:

			Sourcewell Contract
Peterbilt 520 Chassis-	Jackson Group Peterbilt-	\$209,969.00	#032824-PMC
Labrie Refuse Body-	Signature Equipment Company-	<u>\$172,850.00</u>	#110223-LEG
Total:		\$382,819.00	

This is the same chassis and body design that we are using in the rest of the fleet and will be the best value for Bountiful City.

Department Review

This report was reviewed by the Sanitation Director, Public Works Director, and the City Manager.

Significant Impacts

This equipment replacement is part of our 10-year capital scheduled equipment replacement plan. The Sanitation Department has allocated \$400,000. in the FY27 budget for this purchase.

Recommendation

Staff recommends that the Council approve the purchase of 1 Peterbilt 520 Chassis from Jackson Group Peterbilt for \$209,969.00 and 1 Labrie Refuse Body from Signature Equipment for \$172,850.00 for a total of \$382,819.00.

Attachments

None (bids are available for review if desired)

City Council Staff Report

Subject: Skid Steer Loader
Author: Streets Director
Department: Streets Department
Date: July 14, 2026



Background

Bountiful City Streets needs to replace our 2015 Bobcat Skid Steer Loader. This is used by our road patching crew to place asphalt where needed and clean up the work area. It is also used by the paving crew with a small milling attachment for road preparation for paving and cleaning up. We have found Bobcat's equipment to be dependable and well performing for the tasks assigned to it.

Analysis

Staff referred to the State Purchasing Contracts and found:

Bobcat S770-T4	\$68,173.54	State Contract #MA-4807
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After review of the Skid Steer Loader and its warranty package staff have determined that the Bobcat T770 T4 meets the needs of the Streets Department and will be the best value for Bountiful City.

Department Review

This report has been reviewed by the Streets Director, Public Works Director, and the City Manager.

Significant Impacts

This equipment replacement is part of our 10-year capital equipment replacement plan. The Street Department FY 2027 budget has allocated \$72,000 for this purchase.

Recommendation

Staff recommends Council approve the purchase of the Bobcat T740 T4 from Bobcat for the amount of \$68,173.54 .

Attachments

None (bids are available for review if desired)

City Council Staff Report

Subject: Purchase of a Vacuum Sweeper
Author: Jared Edge Fleet Supervisor and Charles Benson
Department: Storm Water
Date: July 14, 2026



Background

The Storm Water Department needs to replace our small Ravo Vacuum Street Sweeper (2020). This equipment is used in our storm water operations to access challenging roads, such as Main Street, Plat A, and Parking lots. It is also used to clean deep waterways and storm drains. This unique equipment is capable of a combination of maneuverability, capacity, and accessibility that is unmatched by any other equipment we've explored.

Analysis

Staff consulted Sourcewell, a multi-state competitive bidding contract in which the City participates, and identified the following equipment that meets the Department's needs:

<u>Enviro-Clean Equipment-</u>	Ravo R5	\$351,182.62	#062425-FAY
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The options selected to add to the base machine include a 3rd arm brush (used to access restricted or deep areas) and a high-pressure water system (aids in removing some materials and machine cleaning and maintenance).

Department Review

This report was reviewed by the Storm Water Department Director, the Public Works Director, and the City Manager.

Significant Impacts

The Storm Water Department FY 2027 budget for this equipment is \$360,000.00. The actual impact is \$351,182.22 after Sourcewell Contract discounts.

Recommendation

Staff recommend the Council approve the purchase of a Ravo R5 with options on Sourcewell Contract #062425-FAY from Enviro-Clean Equipment for \$351,182.22.

Attachments

(none)

City Council Staff Report



Subject: Approve Cache Valley Electric for the Echo Transmission Phase Two Insulator and Crossarm Change Replacement
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: July 14, 2025

Background

Due to the age of our Echo Transmission Line and the dead-end insulator that failed resulting in the fire in 2025, we are being proactive and changing out the dead-end insulators and crossarms on the line. The proposed project is to be constructed on a section of the existing transmission line located northeast of the East of Bountiful from Hardscrabble Road to UT-66 in Morgan County, Utah. We will be working on 24 transmission structures, which are all located in mountainous terrain. This is the second phase of four phases that will be completed over the course of four years. The start of construction is scheduled for August 10, 2026, with a completion date of September 1, 2026.

This line is in a very rugged area and requires different equipment. Our in-house crews do not typically perform this type of operation, and we don't have equipment to work in this type of environment.

Analysis

The invitation to bid was sent out to four Line Construction Contractors and we have received two sealed bids. The results of the bid opening held on August 6, 2026, are as follows:

Contractor	Local Office	Total Bid	Schedule
Cache Valley Electric	Salt Lake City, Utah	\$222,040	15 Days
Wasatch Electric	Salt Lake City, Utah	\$250,199	7 Days
Hunt Electric	Salt Lake City, Utah	No Bid	--
Sturgeon Electric	Salt Lake City, Utah	No Bid	--

Department Review

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

City Council Staff Report
Approve Cache Valley Electric for the Echo Transmission Phase Two Insulator and
Crossarm Change Replacement
July 14, 2025
Page 2 of 5

Significant Impacts

We have budgeted \$617,919 for this item in the 2026-27 fiscal budget under Hydro
Transmission, account number 535300-448631.

Recommendation

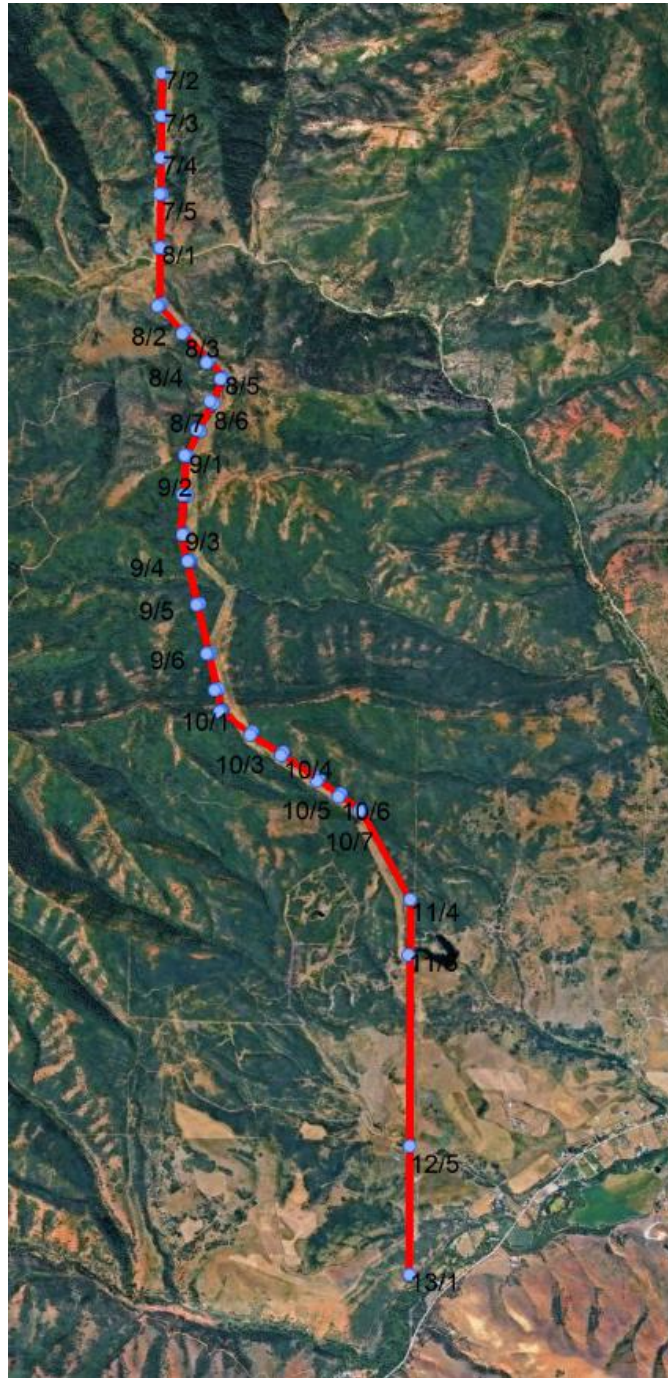
Staff recommends the approval of the low bid from Cache Valley Electric for a total of
\$222,040.

We will poll the Power Commission and will bring their recommendation to the City
Council meeting.

Attachments

Map
Pictures

Map
Transmission Line Shown in red.
Structures associated with this project are shown in blue







City Council Staff Report

Subject: 50 W Street Reconstruction
Excavation Expense Authorization

Author: Lloyd Cheney, City Engineer

Department: Engineering, Streets

Date: July 14, 2026



Background

Davis School District's demolition of the old school and construction of the new school was a great improvement for the City which, because of the number of heavy loads of materials entering and leaving the site adversely affected 50 West from 1500 South to the south entrance of the school property. As the school project reached its conclusion, City staff noted the poor condition of the road and requested the school district partner with the City to reconstruct the damaged section of the roadway. As part of the agreement reached with the District, City staff would remove the asphalt pavement, followed by Hughes Construction performing the excavation, compaction and grading work. City Crews would complete the paving and roadway striping. Both the District and City staff felt this arrangement was equitable and beneficial to both parties and would allow the project to be completed before the start of school in August.

Analysis

During the execution of the project, Bountiful Irrigation also replaced a portion of the irrigation system, and improvements were made to the drainage of the intersection at 50 W and 1600 S. Staff had previously identified some issues with a waterline trench which was causing some pavement distress and localized failure. Unfortunately, as the pavement was removed by City crews it became apparent that the existing sewer trench was also very soft and would require additional excavation and backfill with compactable fill material. Because the condition of the sewer trench was not apparent before construction began, the additional expense to repair this defect was not anticipated.

Hughes Construction has provided a proposal with pricing for the work. (Hughes Construction and Lakeview Rock Products are sister companies but for the sake of clarity, this report will refer to the School District's contractor as Hughes.) The proposal includes items to excavate the unsuitable materials and for placement of the new fill with an anticipated cost of approximately \$64,819.00. Engineering Dept. Staff has reviewed the proposed pricing and compared it to the pricing submitted for similar Bid Items in the City's recent contract for road reconstruction with Black Forest Paving. For all items, there are similar quantities in the City's reconstruction contract, so variations in pricing are not expected to be the result of variations in quantity. For the sake of comparison, items in

Hughes' proposal were consolidated to match the 2 Bid Items in the City's contract documents:

Hughes Item

Cut to Export Soft Trench

City Bid Item

Soft Spot Excavation

Fine Grade and Compact

Imported Fill

Buy Import Fill

Haul Import Fill

Place Import Fill

Pricing from the eleven (11) proposals received for the City's contract were used to evaluate Hughes pricing:

Item	City Reconstruction Contract Proposal Pricing				Hughes Proposal
	Unit	High	Low	Average	
Excavation	CYD	65.00	10.80	32.85	30.78
Imported Fill	Ton	60.00	13.00	27.30	26.55

Staff's analysis would support the validity of the proposal based on the similar scopes of work and the comparison to the previous bid results.

Department Review

This memo has been reviewed by the City Manager and the Street Dept. Director.

Significant Impacts

Funding for the proposed expense would come from the Street Department's FY2027 O&M Road Recondition and Repair budget line item. As previously noted in the staff report associated with the City's street reconstruction contract, staff has identified the cost of reconstructing 50 West potentially necessitating a budget amendment, with the amount dependent on final costs of the project.

Recommendation

- It is recommended that the City Council accept the proposal of Hughes Construction at the unit prices noted in their Proposal for excavation expenses related to the 50 W Project.

Attachments

Proposal

2026 Street Reconstruction Bid Tabulation



Lakeview Rock Products, Inc.

P.O. BOX 540700 900 NORTH REDWOOD RD. NORTH SALT LAKE, UTAH 84054
Phone: (801) 292-7161 Fax: (801) 295-0530

To:	Davis School District	Contact:	
Address:	Building G-4, Freeport West, P.O. Box 160440 Clearfield, UT 84016	Phone:	(801) 402-7803
		Email:	
Project Name:	Bountiful Elementary - 50 West Sewer Trench Over Excavation	Bid Number:	
Project Location:	Bountiful, Bountiful	Bid Date:	6/23/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1250	Cut To Export Soft Trench	800.00	CY	\$30.78	\$24,624.00
1255	Fine Grade And Compact Subgrade Of Soft Trench	6,700.00	SF	\$0.35	\$2,345.00
1260	Buy Import Fill	1,514.00	TON	\$7.50	\$11,355.00
1270	Haul Import Fill	1,514.00	TON	\$9.00	\$13,626.00
1285	Place Import Fill	1,514.00	TON	\$8.50	\$12,869.00
Total Price for above Items:					\$64,819.00

Total Bid Price: \$64,819.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Lakeview Rock Products, Inc.

Authorized Signature: _____

Estimator: Var Black
var@hughesgc.com

Schedule 1: 400 South																			
Item No.	Description	Unit	Qty	Unit Price	Amount	Black Forest		Miller		Kilgore		Asphalt Construction		Granite		Post		BHI	
						Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	15,000.00	15,000.00	28,000.00	28,500.00	28,500.00	28,500.00	28,500.00	28,500.00	8,640.00	8,640.00	35,000.00	8,500.00	8,500.00	36,700.00	36,700.00	36,700.00
2	Lower Valve	Ea	8	350.00	2,800.00	310.00	2,480.00	515.00	4,120.00	281.00	2,248.00	216.00	1,728.00	390.00	3,120.00	375.00	3,000.00	236.00	1,888.00
3	Lower Manhole	Ea	2	450.00	900.00	310.00	620.00	675.00	1,350.00	357.00	714.00	324.00	648.00	575.00	1,150.00	480.00	960.00	343.00	686.00
4	Lower Monument	Ea	1	350.00	350.00	450.00	450.00	685.00	685.00	281.00	281.00	324.00	324.00	1,500.00	480.00	480.00	322.00	322.00	322.00
5	Remove Curb & Gutter	Lft	268	11.50	3,082.00	8.50	2,278.00	8.30	2,224.40	15.30	4,100.40	5.40	1,447.20	14.00	3,752.00	14.75	3,953.00	13.90	3,725.20
6	Remove Concrete Slabs	Sqft	1462	4.00	5,848.00	2.30	3,362.60	2.60	3,801.20	6.65	9,722.30	5.40	7,894.80	2.50	3,655.00	5.25	7,675.50	4.80	7,017.60
7	Construct 24" Curb and Gutter	Lft	50	52.50	2,625.00	53.00	2,650.00	48.00	2,400.00	72.50	3,625.00	54.00	2,700.00	53.00	2,650.00	63.00	3,150.00	48.90	2,445.00
8	Construct 6" Flatwork	Sqft	40	15.50	620.00	18.00	720.00	26.00	1,040.00	21.60	864.00	21.60	864.00	13.00	520.00	72.50	2,900.00	892.00	892.00
9	Construct 4" Flatwork	Sqft	550	11.50	6,325.00	12.30	6,765.00	14.00	7,700.00	12.96	7,128.00	12.96	7,128.00	11.00	6,050.00	13.00	7,150.00	11.70	6,435.00
10	Type B Drive Approach	Lft	134	150.00	20,100.00	94.00	12,596.00	137.00	18,358.00	47.25	6,331.50	118.80	15,919.20	53.00	7,102.00	155.00	20,770.00	72.90	9,768.60
11	Sawcut Asphalt	Lft	130	2.50	325.00	6.00	780.00	3.10	403.00	5.00	650.00	5.40	702.00	5.00	650.00	2.75	357.50	2.10	273.00
12	Roadway Soft Spot Excavation	Cyd	1000	27.50	27,500.00	27.00	27,000.00	21.50	21,500.00	25.25	25,250.00	63.72	63,720.00	12.00	12,000.00	31.25	31,250.00	43.60	43,600.00
13	Pulverize or Remove Existing Asphalt	SqYd	5420	2.50	13,550.00	3.40	18,428.00	2.80	15,176.00	1.50	8,130.00	1.08	5,853.60	1.00	5,420.00	2.00	10,840.00	1.80	9,756.00
14	Rough Grading and Roadway Excavation	SqYd	5420	8.50	46,070.00	6.10	33,062.00	6.80	36,856.00	6.00	32,520.00	7.02	38,048.40	15.00	81,300.00	9.50	51,490.00	16.10	87,262.00
15	Finish Grading	SqYd	5420	2.50	13,550.00	1.65	8,943.00	1.05	5,691.00	1.25	6,775.00	1.73	9,376.60	3.00	7,620.00	1.30	7,046.00	1.00	5,420.00
16	4" Asphalt Pavement	Ton	1248	90.00	112,320.00	82.00	102,336.00	86.00	107,336.00	93.00	116,064.00	81.00	101,088.00	90.00	112,320.00	91.00	113,568.00	86.30	107,702.40
17	Road Base	Ton	1932	23.00	44,436.00	20.00	38,640.00	21.50	41,538.00	26.75	51,681.00	25.29	48,860.28	13.00	25,116.00	28.50	55,062.00	24.75	47,817.00
18	Raise Valve to Finish Grade	Ea	8	500.00	4,000.00	530.00	4,240.00	600.00	4,800.00	434.00	3,872.00	324.00	2,592.00	390.00	3,120.00	425.00	3,400.00	461.00	3,688.00
19	Raise Manhole - Concrete Collar	Ea	2	750.00	1,500.00	640.00	1,280.00	800.00	1,600.00	587.00	1,174.00	648.00	1,296.00	575.00	1,150.00	550.00	1,100.00	568.00	1,136.00
20	Raise Monument to Finish Grade	Ea	1	800.00	800.00	680.00	680.00	800.00	800.00	689.00	689.00	864.00	864.00	940.00	940.00	550.00	550.00	697.00	697.00
SUBTOTAL, Schedule 1					321,701.00	295,310.60		305,870.60		306,778.70		319,694.08		322,775.00		333,202.00		377,230.80	
Schedule 2: 1650 South																			
Item No.	Description	Unit	Qty	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	Mobilization	LS	1	15,000.00	15,000.00	27,000.00	27,000.00	23,500.00	23,500.00	28,500.00	28,500.00	5,400.00	5,400.00	27,000.00	8,500.00	8,500.00	31,000.00	31,000.00	31,000.00
2	Lower Valve	Ea	9	350.00	3,150.00	310.00	2,790.00	515.00	4,635.00	281.00	2,529.00	216.00	1,944.00	390.00	3,510.00	375.00	3,375.00	236.00	2,124.00
3	Lower Manhole	Ea	5	450.00	2,250.00	310.00	1,550.00	685.00	3,425.00	357.00	1,785.00	3.24	16.20	575.00	2,875.00	480.00	2,400.00	343.00	1,715.00
4	Remove Curb & Gutter	Lft	630	11.50	7,245.00	10.70	6,741.00	7.00	4,410.00	15.30	9,639.00	5.40	3,402.00	14.00	8,805.00	13.50	8,505.00	13.90	8,757.00
5	Remove Concrete Slabs	Sqft	2888	4.00	11,552.00	2.30	6,642.40	2.85	8,230.80	6.65	19,205.20	5.40	15,595.20	2.50	7,220.00	4.00	11,552.00	4.80	13,862.40
6	Construct 24" Curb and Gutter	Lft	272	52.50	14,280.00	51.00	13,872.00	48.00	13,056.00	49.85	13,559.20	54.00	14,688.00	53.00	14,416.00	55.50	15,096.00	48.90	13,300.80
7	Construct 6" Flatwork	Sqft	512	15.50	7,936.00	14.00	7,168.00	15.75	8,064.00	10.25	5,248.00	12.96	6,635.52	13.00	6,656.00	21.00	10,752.00	11.40	5,836.80
8	Construct 4" Flatwork	Sqft	1016	11.50	11,684.00	12.30	12,496.80	11.00	11,176.00	9.25	9,398.00	10.80	10,972.80	11.00	11,176.00	13.00	13,208.00	14.40	14,630.40
9	2x2 Cast Iron Detectable Warning Panel	Ea	8	400.00	3,200.00	260.00	2,080.00	280.00	2,240.00	276.00	2,208.00	324.00	2,592.00	575.00	4,600.00	700.00	5,600.00	375.00	3,000.00
10	Remove Waterway & Transition Structure	Sqft	295	20.00	5,900.00	11.30	3,333.50	6.90	2,035.50	6.65	1,961.75	6.48	1,911.60	14.00	4,130.00	10.00	2,950.00	14.40	4,248.00
11	Construct 9" Flatwork (Steps, Waterways & Transition Structures)	Sqft	464	100.00	46,400.00	19.00	8,816.00	21.50	9,976.00	17.50	8,120.00	21.60	10,022.40	19.00	8,816.00	23.00	10,672.00	23.10	10,718.40
12	Type A Drive Approach	Lft	241	150.00	36,150.00	100.00	24,100.00	110.00	26,510.00	34.00	8,194.00	118.80	28,630.80	78.00	18,798.00	155.00	37,355.00	72.90	17,568.90
13	Sawcut Asphalt	Lft	50	2.50	125.00	6.00	300.00	6.40	320.00	5.00	250.00	10.80	540.00	5.00	250.00	2.75	137.50	2.10	105.00
14	Roadway Soft Spot Excavation	Cyd	1000	27.50	27,500.00	27.00	27,000.00	21.50	21,500.00	25.25	25,250.00	63.72	63,720.00	12.00	12,000.00	30.00	30,000.00	49.10	49,100.00
15	Pulverize or Remove Existing Asphalt	SqYd	4116	2.50	10,290.00	3.60	14,817.60	3.00	12,348.00	1.65	6,791.40	1.08	4,445.28	1.00	4,116.00	2.00	8,232.00	1.80	7,408.80
16	Rough Grading and Roadway Excavation	SqYd	4116	8.50	34,886.00	6.10	25,107.60	6.80	27,988.80	6.00	24,696.00	7.02	28,894.32	15.00	61,740.00	10.00	41,160.00	13.20	54,331.20
17	Finish Grading	SqYd	4116	2.50	10,290.00	1.65	6,791.40	1.05	4,321.80	1.27									

3 XL			Staker & Parson		Stapp		Jordan Valley Construction	
Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
18,500.00	18,500.00	59,000.00	59,000.00	37,395.00	37,395.00	10,000.00	10,000.00	
355.00	2,840.00	227.00	1,816.00	1,145.00	9,160.00	950.00	7,600.00	
452.00	904.00	330.00	660.00	1,145.00	2,290.00	950.00	1,900.00	
1,550.00	1,550.00	309.00	309.00	1,145.00	1,145.00	950.00	950.00	
15.59	4,178.12	13.40	3,591.20	9.70	2,599.60	4.85	1,299.80	
3.19	4,663.78	5.20	7,602.40	1.75	2,558.50	3.00	4,386.00	
47.00	2,350.00	52.00	2,600.00	46.50	2,325.00	47.88	2,394.00	
21.62	864.80	15.50	620.00	10.00	400.00	17.97	718.80	
19.92	10,956.00	11.25	6,187.50	7.95	4,372.50	5.15	2,832.50	
22.22	2,977.48	35.00	4,690.00	96.00	12,864.00	42.82	5,737.88	
2.25	292.50	4.00	520.00	5.00	650.00	4.00	520.00	
10.80	10,800.00	34.50	34,500.00	22.50	22,500.00	65.00	65,000.00	
6.74	36,530.80	1.80	9,756.00	1.90	10,298.00	12.50	67,750.00	
3.92	21,246.40	11.00	59,620.00	6.15	33,333.00	13.84	75,012.80	
3.27	17,723.40	1.15	6,233.00	1.80	9,756.00	7.75	42,005.00	
155.00	193,440.00	92.50	115,440.00	119.00	148,512.00	96.80	120,806.40	
20.60	39,799.20	25.50	49,266.00	34.50	66,654.00	60.00	115,920.00	
750.00	6,000.00	443.00	3,544.00	1,145.00	9,160.00	950.00	7,600.00	
1,250.00	2,500.00	546.00	1,092.00	1,145.00	2,290.00	950.00	1,900.00	
1,550.00	1,550.00	670.00	670.00	1,145.00	1,145.00	950.00	950.00	
	379,666.48		367,717.10		379,407.60		535,283.18	

Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
18,500.00	18,500.00	67,000.00	67,000.00	37,395.00	37,395.00
355.00	3,195.00	227.00	2,043.00	1,145.00	10,305.00
452.00	2,260.00	330.00	1,650.00	1,145.00	5,725.00
15.59	9,821.70	13.40	8,442.00	9.70	6,111.00
3.19	9,212.72	5.20	15,017.60	1.75	5,054.00
47.00	12,784.00	57.00	15,504.00	46.50	12,648.00
21.62	11,069.44	9.50	4,864.00	10.00	5,120.00
19.92	20,238.72	13.00	13,208.00	7.95	3,988.48
325.00	2,600.00	370.00	2,960.00	568.00	4,544.00
4.61	1,359.95	10.50	3,097.50	3.00	885.00
22.20	10,300.80	22.00	10,208.00	16.00	7,424.00
22.20	5,350.20	39.00	9,399.00	151.00	36,391.00
2.00	100.00	4.00	200.00	5.00	250.00
10.80	10,800.00	34.50	34,500.00	47.00	47,000.00
6.74	27,741.84	1.90	7,820.40	1.90	7,820.40
3.92	16,134.72	11.00	45,276.00	6.15	25,313.40
3.27	13,459.32	1.15	4,733.40	1.80	7,408.80
155.00	146,940.00	95.00	90,060.00	119.00	112,812.00
20.60	30,220.20	25.50	37,408.50	34.50	50,611.50
750.00	6,750.00	443.00	3,987.00	1,145.00	10,305.00
1,250.00	6,250.00	546.00	2,730.00	1,145.00	5,725.00
	365,088.61		380,108.40		406,925.30

Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
18,500.00	18,500.00	67,000.00	67,000.00	37,395.00	37,395.00
1,005.00	3,015.00	227.00	681.00	1,145.00	3,435.00
1,250.00	2,500.00	330.00	660.00	1,145.00	2,290.00
15.59	3,515.55	14.00	3,157.00	9.70	2,187.35
3.19	2,979.46	5.20	4,856.80	1.75	1,634.50
47.00	6,439.00	52.00	7,124.00	46.50	6,370.50
21.62	5,750.92	9.50	2,527.00	10.00	2,660.00
19.92	6,254.88	13.00	4,082.00	7.95	2,496.30
325.00	1,300.00	360.00	1,440.00	568.00	2,272.00
22.20	266.40	39.00	468.00	151.00	1,812.00
22.20	965.70	35.00	1,522.50	96.00	4,176.00
2.00	132.00	4.00	264.00	5.00	330.00
10.80	8,100.00	34.50	25,875.00	47.00	35,250.00
6.74	22,558.78	1.80	6,024.60	1.90	6,359.30
3.92	13,120.24	11.00	36,817.00	6.15	20,584.05
3.27	10,944.69	1.15	3,849.05	1.80	6,024.60
155.00	119,505.00	94.00	72,474.00	119.00	91,749.00
20.60	24,575.80	25.50	30,421.50	34.50	41,158.50
750.00	2,250.00	443.00	1,329.00	1,145.00	3,435.00
1,250.00	2,500.00	546.00	1,092.00	1,145.00	2,290.00
1,485.00	2,970.00	1,550.00	3,100.00	924.00	1,848.00
780.00	1,905.00	1,905.00	1,905.00	1,450.00	2,400.00
126.75	10,013.25	228.00	18,012.00	202.00	15,958.00
3,147.00	6,294.00	4,776.00	9,552.00	4,635.00	9,270.00
6,385.00	6,385.00	3,000.00	3,000.00	6,260.00	6,260.00
	281,615.67		307,233.45		308,695.10
	1,026,370.76		1,055,058.95		1,095,028.00

Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
18,500.00	18,500.00	37,395.00	37,395.00	10,000.00	10,000.00
1,005.00	3,015.00	950.00	3,435.00	950.00	2,850.00
1,250.00	2,500.00	950.00	2,290.00	950.00	1,900.00
15.59	3,515.55	5.32	1,199.66	5.32	1,199.66
3.19	2,979.46	2.31	2,157.54	2.31	2,157.54
47.00	6,439.00	24.31	3,330.47	24.31	3,330.47
21.62	5,750.92	7.92	2,106.72	7.92	2,106.72
19.92	6,254.88	6.65	2,088.10	6.65	2,088.10
325.00	1,300.00	249.60	998.40	249.60	998.40
22.20	266.40	77.50	930.00	77.50	930.00
22.20	965.70	58.62	2,549.97	58.62	2,549.97
2.00	132.00	4.00	264.00	4.00	264.00
10.80	8,100.00	70.00	52,500.00	70.00	52,500.00
6.74	22,558.78	12.50	41,837.50	12.50	41,837.50
3.92	13,120.24	13.84	46,322.48	13.84	46,322.48
3.27	10,944.69	7.75	25,939.25	7.75	25,939.25
155.00	119,505.00	96.80	74,632.80	96.80	74,632.80
20.60	24,575.80	60.00	71,580.00	60.00	71,580.00
750.00	2,250.00	950.00	2,850.00	950.00	2,850.00
1,250.00	2,500.00	950.00	1,900.00	950.00	1,900.00
1,485.00	2,970.00	1,000.00	2,000.00	1,000.00	2,000.00
780.00	1,905.00	2,400.00	2,400.00	2,400.00	2,400.00
126.75	10,013.25	119.39	9,431.81	119.39	9,431.81
3,147.00	6,294.00	2,498.94	4,997.88	2,498.94	4,997.88
6,385.00	6,385.00	3,690.50	3,690.50	3,690.50	3,690.50
	281,615.67		370,457.08		370,457.08
	1,026,370.76		1,387,821.59		1,387,821.59

City Council Staff Report



Subject: Update of Titles 1-4 of the City Code
Author: Bradley Jeppsen
Dept: City Attorney
Date: July 14, 2026

BACKGROUND

Staff has completed a comprehensive review of Titles 1 through 4 of the Bountiful City Code. Many of these provisions have not undergone significant review in several years and contain outdated references to state statutes, obsolete procedures, redundant provisions, and administrative processes that no longer reflect current City practices.

The primary purpose of this project is to modernize the code, improve consistency, update references to current state law, and eliminate provisions that are obsolete or duplicative. With limited exceptions, staff is not proposing significant policy changes and instead has focused on clarifying existing requirements and ensuring consistency with current state law and City operations.

After receiving council input I made several changes including the manner in which an employment hearing is scheduled and emphasizing that cost shall still be a factor when procuring professional services.

ANALYSIS - SUMMARY OF PROPOSED CHANGES

Section 2-1-104 – Candidate Filing Fee

Staff proposes a minor amendment to Section 2-1-104 to clarify that the City's existing \$25 filing fee applies to applicants seeking appointment to a vacant City Council seat in the same manner that it applies to candidates seeking election to office. The amendment is intended to codify the City's current practice, provide consistency between election and vacancy appointment procedures, and clarify when filing fees may be refunded.

Section 2-3-105(6) – Contract Approval Authority

Staff proposes a minor amendment to align the City Manager's contract approval authority with the thresholds established elsewhere in the City's procurement code 2-5-102. The amendment moves the City Manager's authority to make purchases from \$10k to \$20K.

Section 2-3-110 – Disposition of Real Property

Staff proposes updating the public notice requirements for hearings involving the disposition of City real property to reflect current Utah law. The existing code requires publication in a locally distributed newspaper, while the proposed amendment replaces that requirement with a Class A Notice as required by Utah Code. The amendment is intended to ensure compliance with current state notice requirements and eliminate references to outdated publication procedures.

Chapter 2-4 – Employee Disciplinary Appeals

Staff proposes a substantial revision to Chapter 2-4. This is the most significant proposed change within Titles 1 through 4. Since the chapter was last comprehensively reviewed, both Utah Code Sections 10-3-1105 and 10-3-1106 and the related case law have continued to evolve. The existing chapter provides only limited procedural guidance and does not clearly define filing requirements, hearing procedures, standards of review, burdens of proof, or the scope of the Hearing Officer's authority.

The proposed revisions establish a comprehensive framework governing employee disciplinary appeals, including appeal procedures, hearing rights, standards of review, burdens of proof, and judicial review. The revisions also clarify the distinction between factual determinations, which are reviewed under a substantial evidence standard, and disciplinary sanctions, which are reviewed under an abuse of discretion standard. The proposed amendments further clarify the questions to be decided by the Hearing Officer and the deference afforded to management decisions.

The revisions are intended to ensure compliance with current Utah law, provide clearer guidance to employees and Hearing Officers, and reduce uncertainty during the appeal process. The proposal also clarifies that the City Attorney appoints the Hearing Officer. This structure is intended to preserve the independence of the appeal process because the City Manager serves as the final decision-maker in the City's internal disciplinary process and may therefore be involved in the disciplinary action being appealed.

Chapter 2-5 – Procurement

This amendment is largely intended to codify the City's existing procurement practices. Staff proposes a single substantive amendment to Chapter 2-5 by expressly exempting professional services from the quotation and competitive bidding requirements applicable to the purchase of goods and general services. Professional services such as legal, engineering, architectural, surveying, auditing, accounting, planning, and similar specialized services are often selected based upon qualifications, expertise, experience, and familiarity with a project rather than price alone.

Professional service providers are already typically selected based upon qualifications and experience rather than low bid. The proposed amendment expressly authorizes qualifications-based selection and other appropriate procurement methods for professional services while leaving the

remainder of the procurement code substantially unchanged.

Chapter 2-8 – Administrative Law Judge

Staff proposes a substantial revision to Chapter 2-8 to create a more comprehensive and uniform framework for administrative appeals throughout the City Code. The existing chapter contains only limited procedural guidance and leaves many aspects of the appeal process undefined.

The proposed revisions establish standardized requirements for filing appeals, appointment and terms of the Administrative Law Judge, hearing procedures, evidentiary standards, filing fees, hearing bonds, and the conduct of administrative hearings. The revisions also clarify the relationship between City procedures and the Utah Administrative Procedures Act and expressly authorize the Administrative Law Judge to consider evidence that may not be admissible in a traditional court proceeding, including hearsay evidence.

The intent of these revisions is to provide greater consistency, improve due process protections, reduce uncertainty in the administrative appeal process, and create a single set of procedures that can be applied throughout the City Code whenever an appeal is heard by the Administrative Law Judge.

Title 4 – Construction, Fire, and Property Maintenance Codes

Staff proposes a comprehensive update to Title 4 to align the City's adopted construction and fire codes with current Utah law. Most of the proposed revisions remove references to outdated editions of building, fire, housing, and related codes and replace them with references to the codes currently adopted by the State of Utah. As a result, the majority of the proposed changes are technical in nature and are intended to ensure that the City Code remains consistent with state law and current construction standards.

The two primary substantive additions are the adoption of the National Electrical Safety Code and the International Property Maintenance Code. The National Electrical Safety Code is already the governing standard for the City's electric utility operations and is already utilized by the City. The proposed amendment simply codifies that existing practice. The International Property Maintenance Code provides a modern framework for addressing unsafe, dilapidated, and poorly maintained properties and will assist the City in maintaining minimum property maintenance standards throughout the community.

Overall, the proposed revisions are intended to modernize Title 4, eliminate obsolete code references, and ensure consistency with current state law and industry standards.

Section 4-5-101 – Building Permit Valuation

Staff proposes a minor amendment to Section 4-5-101 to update the methodology used to

determine construction valuations for building permit purposes. The existing code references a valuation publication that has changed over time and no longer utilizes the same methodology referenced in the current code. The proposed amendment updates the valuation reference to reflect current industry standards and practices while preserving the City's existing approach to calculating permit valuations.

Section 4-5-108 – Fire Hazardous Roof Coverings

Staff recommends repeal of Section 4-5-108 because the subject matter is now addressed through the State Wildland-Urban Interface Code adopted elsewhere in Title 4. The State WUI Code contains more comprehensive and up-to-date requirements regarding roofing materials and wildfire-resistant construction within designated wildfire risk areas.

The proposed repeal eliminates duplicative regulations and ensures that roofing requirements within wildfire-prone areas are governed by a single, consistent set of standards.

DEPARTMENT REVIEW

This report has been reviewed with by the City Attorney and the City Manager, with specific sections discussed with affected departments.

RECOMMENDATION

Staff recommends the City Council adopt Ordinance 2026-07 amending Titles 1-4 of the Bountiful City Code.

ATTACHMENTS

Ordinance 26-07



BOUNTIFUL

Bountiful City Ordinance No. 2026-07

MAYOR
Kate Bradshaw

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

CITY MANAGER
Gary R. Hill

AN ORDINANCE AMMENDING TITLE 1-4 OF THE CITY CODE

WHEREAS, the Bountiful City Council has reviewed Titles 1 through 4 of the Bountiful City Code and has determined that certain provisions should be updated to reflect current Utah law, existing City practices, and modern administrative procedures; and

WHEREAS, the City Council finds that certain provisions of the Bountiful City Code contain outdated statutory references, obsolete procedures, or duplicative regulations that should be revised, clarified, or repealed; and

WHEREAS, the City Council further finds that updating the City's administrative appeal procedures, procurement provisions, construction code adoptions, and related administrative regulations will promote consistency, improve efficiency, provide greater procedural clarity, and ensure continued compliance with applicable state law; and

WHEREAS, the City Council has determined that adoption of the amendments contained in this Ordinance is in the best interest of the public health, safety, and welfare of the residents of Bountiful City.

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

Section 1. Ordinance Amendment. Titles 1-4 of the Bountiful City Code is hereby amended as follows:

Title 1 General Provisions

Chapter 1: Code Adoption
Chapter 2: Definitions
Chapter 3: City Seal
Chapter 4: Code Violations

Chapter 1: Code Adoption

1-1-101. Adoption of Ordinance.
1-1-102. Construction.
1-1-103. Severability.

1-1-101. **Adoption of Ordinance.**

These ordinances of the City of Bountiful, Utah, shall be known as "The Bountiful City Code."

1-1-102. **Construction.**

- (a) The adoption of this Code shall not affect or impair any right which has accrued, any duty which was imposed, any prosecution pending, or any penalty which has or may be applied, under previous ordinances.
- (b) All previously existing ordinances which are re-enacted in this Code shall be construed as simply continued herein. All previously existing ordinances inconsistent with the provisions herein are hereby amended or repealed.
- (c) This Code shall be subject to the following rules of construction:
 - (1) the singular includes the plural; (
 - (2) words used in the present tense include the past and future tense; (
 - (3) words importing one gender include all genders;
 - (4) the term "may" is permissive, and the terms "must" and "shall" are mandatory.

1-1-103. **Severability.**

If any phrase, clause, sentence, paragraph, section, chapter or title of this Code shall be declared invalid or unconstitutional for any reason by a court of competent jurisdiction, it shall not affect the validity of the remaining parts of this Code. The City Council hereby declares that it would have adopted each part of this Code irrespective of the validity of any other part.

Chapter 2: Definitions

1-2-101. **Definitions.**

Unless otherwise clearly intended from its context, in the construction of this Code the following words shall have the meaning stated in this section:

- (1) "City" means the City of Bountiful, Utah;
- (2) "City Council" means the City Council of Bountiful, Utah;
- (3) "County" means Davis County, Utah;
- (4) "Person" means individuals, bodies politic, corporations, partnerships, or associations;
- (5) "Property" means both real and personal property;
- (6) "State" means the State of Utah;
- (7) "Street" means public streets, highways, roads, alleys, lanes, boulevards, public ways, public places and sidewalks.

Chapter 3: City Seal

1-3-101. City Seal.

The City Seal of Bountiful, Utah, shall be circular in form, one and three-fourths inches in diameter, with a sheaf of wheat in the center thereof, and containing within the circle the words "Bountiful, Utah", "Corporate Seal" and "Incorporated A.D. 1892".

Chapter 4: Code Violations

1-4-101. Code Violations.

Unless expressly stated otherwise, all violations of this Code constitute a class C misdemeanor, which shall be punishable as provided by State law for that classification of offense.

Title 2

Administration and City Government

- Chapter 1: Governing Body**
- Chapter 2: Legislation**
- Chapter 3: Administration**
- Chapter 4: Appeal Board**
- Chapter 5: Procurement Code**
- Chapter 6: Constitutional Taking Guidelines**
- Chapter 7: Self Insurance**
- Chapter 8: Appeals to Administrative Law Judge**

Chapter 1: Governing Body

- 2-1-101. Governing Body.**
- 2-1-102. Membership.**
- 2-1-103. Meetings.**
- 2-1-104. Candidate Filing Fee.**

2-1-101. Governing Body.

This City shall have a governing body which shall exercise the legislative and executive powers of the municipality, and which may perform such other functions as may be specifically or necessarily implied by law.

2-1-102. Membership.

The governing body shall be a City Council composed of six members, one of whom shall be the Mayor and the remaining five shall be Council members. They shall be elected and shall serve terms of office in the manner prescribed by State law, and, in the event of a vacancy, shall be appointed as prescribed by State Law.

2-1-103. Meetings.

Meetings of the Council shall be held and conducted in accordance with the provisions of State law. Regular meetings of the City Council shall take place at 7:00 p.m. on the second and fourth Tuesdays of each month at Bountiful City Hall, 795 South Main Street. Bountiful, Utah.

2-1-104. Candidate Filing Fee.

Individuals filing as candidates for the Bountiful City Council or for Mayor and individuals applying for appointment to a vacant seat on the City Council, shall pay a \$25 fee at the time of filing their candidacy with the City Recorder. This filing fee shall be refundable only if it is determined that the person filing is not qualified to be a candidate, or is found to have improperly filed.

Chapter 2: Legislation

2-2-101. Legislative Power.

The legislative power of the City is vested in the governing body, which power shall be exercised through ordinances, as provided by State law.

Chapter 3: Administration

2-3-101. Administrative Powers.

2-3-102. Rules and Regulations.

2-3-103. Creating Offices.

2-3-104. Appointive Officers.

2-3-105. Bonds.

2-3-106. Salaries.

2-3-107. Fiscal Procedures.

2-3-108. Disaster Response.

2-3-109. Government Records Access and Management.

2-3-110. Disposition of City's Real Property.

2-3-101. Administrative Powers.

The administrative power of the City is vested in the Mayor, as provided by State law.

2-3-102. Rules and Regulations.

Unless otherwise required by law, the governing body may exercise all administrative powers by resolution. It may prescribe rules and regulations which are not inconsistent with State law for the efficient administration, organization, operation, conduct and business of the City.

2-3-103. Creating Offices.

The governing body may create any office deemed necessary for the government of the City, provide for filling vacancies therein, and may prescribe the powers and duties to be performed by its officers and employees.

2-3-104. Appointive Officers.

The governing body shall appoint a qualified person to serve as City Manager. On or before the first Monday in February following a municipal election, the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to each of the offices of City Recorder and City Treasurer. The Mayor, with the advice and consent of the City Council, shall appoint a qualified person to the office of Finance Director. The City Manager shall appoint or remove other Department Heads (who are identified in the Bountiful City Personnel Policies & Procedures Manual). Those officers shall perform such duties as are required by State law and by City ordinance, resolution, rule or regulation.

2-3-105. City Manager

- (a) The office of the City Manager which has heretofore been created shall continue in force and

effect as an office of the City.

- (b) The appointment of a person to be known as the City Manager shall be by the governing body.
- (c) The City Manager shall serve at the pleasure of the governing body, except that the governing body may employ the Manager for a term not to exceed three years. The term of employment may be renewed at any time. Any person serving as Manager of the municipality under this section may be removed with or without cause by a majority vote of the governing body.
- (d) The City Manager shall be at all times under the control and supervision of the Mayor and City Council. Subject to such supervision and control, his powers and duties shall be as follows:
 - (1) (Subject to Section 2-3-104 concerning the appointment and removal of Department Heads) To make appointments and dismiss from employment all non-elective employees, with the recommendation of the various department heads.
 - (2) To have direct supervision and responsibility over operations in the City office and the departments of police, inspection, parks, streets, cemetery and other public improvements, water, and including as a part thereof direct supervision of the construction, improvements, repairs and maintenance of streets, sidewalks, alleys, lanes, bridges, and other public highways; of storm sewers, drains, ditches, culverts, streams and water courses, of gutters and curbs; of all public buildings, boulevards parks, playgrounds, squares and other grounds belonging to the City, and to collect and dispose of waste material.
 - (3) To exercise supervision and have responsibility over operation of the Electrical Light and Power System.
 - (4) To care for and preserve all machinery, tools, appliances and property belonging to the City.
 - (5) To oversee the issuing of building permits; the inspection of buildings, plumbing and wiring, and plumbing inspector; to direct and oversee all functions of the Police Department.
 - (6) To create no liability against the City in excess of \$20,000.00 without the sanction of the City Council.
 - (7) To act as purchasing agent for the City and to approve all claims before presentation to the City Council for payment; to see that all goods purchased by and for the City are received as per contract.
 - (8) To attend all meetings of the City Council with the right to take part in the discussion but not to vote; to recommend to the City Council for adoption of such measures as he may deem necessary or expedient.
 - (9) To serve as Budget Officer.
 - (10) To prepare the annual budget (to be construed as a financial estimate only) and keep the

City Council advised as to the financial condition and needs of the City.

- (11) To notify the Mayor and the City Council of any emergency existing in any department under his supervision.
- (12) To perform such other duties as may be required of him by Ordinance or Resolution of the City Council.

2-3-106. Bonds; Salaries.

- (a) Bonds shall be filed for all elective and appointive officers as required by State law, and in the amounts determined by resolution of the governing body.
- (b) Salaries of elective and appointive officers shall be fixed by ordinance as required under state law.

2-3-107. Fiscal Procedures.

- (a) The Uniform Fiscal Procedures Act for Utah Cities, which is set forth in Chapter 6 of Title 10 of the Utah Code, is hereby adopted.
- (b) There is hereby created the position of Finance Director to perform the financial duties and responsibilities of the City Recorder, the financial administrative duties prescribed in the Uniform Accounting Manual for Utah Cities, and such other duties as may be assigned by the City Manager. The Finance Director shall be a qualified person, appointed and removed by the mayor with the advice and consent of the City Council, and may not assume the duties of the City Treasurer.

2-3-108. Duties When Mayor and City Manager Absent.

If any of the following City officers are unavailable to exercise the powers and duties of the office they hold, then the officers stated below shall, in the order named, exercise the powers and duties of that office until the incumbent officer shall become available:

- (a) Mayor: (1st) the Mayor Pro-Tem; (2nd) the senior-most City Council member (in years on the Council) available.
- (b) City Manager: The City Manager shall designate an acting city manager to serve in his/her absence or temporary incapacity, to exercise the powers and duties of the position. During such absence or disability, the City Council may change the designation at any time to another officer of the city to serve until the City Manager shall return, or his/her disability shall cease.

2-3-109. Government Records Access and Management.

- (a) The Bountiful City Recorder is designated as the Records Officer under the Utah Government Records Access and Management Act.

- (b) Appeals of decision as to classification, designation and access shall be made to the City Manager.

2-3-110. Disposition of City's Real Property.

- (a) Before disposing of a significant parcel of real property owned by the City, a public hearing for public comment shall be held by the City Council. Before the City may dispose of a significant parcel of real property, the City shall give notice as required by this section.
- (b) Notice of that public hearing shall be provided as a Class A Notice in accordance with Utah Code §§ 63G-30-102 and 10-8-2, as amended, at least fourteen (14) days before the public hearing.
- (c) "A significant parcel of real property" means any parcel that either (a) is larger than ten acres, or (b) has a current market value of \$1,000,000.00 or more.

Chapter 4: Appeal Board

- 2-4-101. Purpose.**
- 2-4-102. Hearing Officer Established.**
- 2-4-103. Employees Entitled to Appeal.**
- 2-4-104. Additional Procedures for Law Enforcement Officers.**
- 2-4-105. Exhaustion of Internal Remedies.**
- 2-4-106. Filing of Appeal.**
- 2-4-107. Hearing.**
- 2-4-108. Standard of Review and Burden of Proof.**
- 2-4-109. Decision.**
- 2-4-110. Judicial Review.**
- 2-4-101. Purpose.**

The purpose of this Chapter is to establish an impartial appeal authority for employee disciplinary appeals as authorized by Utah Code §§ 10-3-1105 and 10-3-1106 and to prescribe the standards applicable to such appeals.

2-4-102. Hearing Officer Established.

- (a) The City Attorney shall appoint one or more impartial Hearing Officers to hear disciplinary appeals authorized by this Chapter,
- (b) If no Hearing Officer has been appointed the Administrative Law Judge will serve as the Hearing Officer.
- (c) A Hearing Officer shall not be a City employee and shall not have participated in the investigation, recommendation, or disciplinary decision that is the subject of the appeal.

- (d) The Hearing Officer may adopt administrative rules governing appeals under this Chapter, including rules governing scheduling, pre-hearing procedures, exhibits, witness disclosures, continuances, hearing procedures, and the form of decisions.

2-4-103. Employees Entitled to Appeal.

- (a) This Chapter applies only to employees entitled to disciplinary appeal rights under Utah Code §§ 10-3-1105 and 10-3-1106.
- (b) Subject to Utah law, an eligible employee may appeal
- (c) A discharge;
- (d) A suspension without pay for more than two (2) working days; or
- (e) An involuntary transfer to a position with less remuneration.
- (f) Nothing in this Chapter shall be construed to create appeal rights beyond those provided by Utah law, City ordinance, or the City's Personnel Policies and Procedures Manual.
- (g) Non-disciplinary personnel actions, including layoffs, reductions in force, reorganizations, performance evaluations, coaching, counseling, written reprimands, disciplinary reassignments, suspensions of two (2) working days or less, and other personnel actions not appealable under Utah law are not subject to review under this Chapter.

2-4-104. Additional Procedures for Law Enforcement Officers

Before a law enforcement officer may be discharged, suspended without pay for more than two (2) working days, or involuntarily transferred to a position with less remuneration for disciplinary reasons, the City shall provide the procedures required by Utah Code § 10-3-1106(1)(b), as amended.

2-4-105. Exhaustion of Internal Remedies.

- (a) Before filing an appeal under this Chapter, an employee shall exhaust all disciplinary appeal procedures established in the City's Personnel Policies and Procedures Manual.
- (b) The Hearing Officer shall not have jurisdiction over an appeal until all available internal remedies have been exhausted.

2-4-106. Filing of Appeal.

- (a) An appeal shall be filed with the City Recorder within ten (10) calendar days after the employee receives notice of the final disposition of the City's internal disciplinary appeal process.
- (b) The appeal shall:
 - (1) Be in writing;
 - (2) Identify the disciplinary action being appealed; and
 - (3) State the reasons why the employee believes the disciplinary action should be reversed.
- (c) Upon receipt of a timely appeal, the City Recorder shall transmit the appeal to the Hearing Officer.

2-4-107. Hearing.

- (a) Upon receipt of a properly filed appeal, the Hearing Officer shall schedule a hearing and receive evidence as required by Utah Code § 10-3-1106.
- (b) The employee may:
 - (1) Appear personally;
 - (2) Be represented by counsel or another representative;
 - (3) Present evidence;
 - (4) Confront and cross-examine witnesses; and
 - (5) Request that the hearing be open to the public.
- (c) Formal rules of evidence shall not apply. The Hearing Officer may receive evidence reasonably relied upon by prudent persons in the conduct of serious affairs.
- (d) The Hearing Officer may regulate the course of the hearing and rule upon procedural and evidentiary matters.

2-4-108. STANDARD OF REVIEW AND BURDEN OF PROOF.

- (a) Whether the employee's conduct violated applicable law, policy, rule, procedure, or directive shall be reviewed under the substantial evidence standard.
- (b) Whether the disciplinary sanction imposed was reasonable, proportional, and consistent with City disciplinary practices shall be reviewed under an abuse of discretion standard.

- (c) The employee bears the burden of demonstrating:
 - (1) That the disciplinary determination was unsupported by substantial evidence; or
 - (2) That the disciplinary sanction constituted an abuse of discretion.
- (a) The Hearing Officer shall not substitute the Hearing Officer's judgment for that of City management where substantial evidence supports the disciplinary determination and the disciplinary sanction does not constitute an abuse of discretion.

2-4-109. Decision.

- (a) The Hearing Officer shall issue a written decision containing findings of fact and conclusions of law.
- (b) The Hearing Officer may:
 - (1) Affirm the disciplinary action; or
 - (2) Reverse the disciplinary action.
- (c) If the Hearing Officer reverses a disciplinary action, the Hearing Officer shall award such relief as authorized by Utah Code § 10-3-1106.

2-4-110. Judicial Review.

Judicial review of a Hearing Officer's decision shall be governed by Utah Code § 10-3-1106 and applicable appellate rules.

Chapter 5: Procurement

2-5-101. Scope.

2-5-102. Purchases.

2-5-103. Formal Competitive Bidding.

2-5-104. Performance Bond.

2-5-105. Rejection of Bids or Price Solicitation.

2-5-106. Lowest Responsive Responsible Bidder.

2-5-107. Personal Use Expenditures.

2-5-101. Scope.

- a. No purchases shall be made and no encumbrances shall be incurred for the benefit of the City, except as provided in this Chapter.
- b. No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover

the purchase or encumbrance have been budgeted and are available and the purchase is approved by the appropriate City officials as herein provided.

- c. The City Manager or his designee shall present to the governing body for review all purchases made and contracts awarded pursuant to this Chapter.
- d. Notwithstanding the provisions of subsection (a), whenever any purchase or encumbrance is made with State or Federal funds and the applicable State or Federal law or regulations are in conflict with this Chapter to the extent that following the provisions of this Chapter would jeopardize the use of those or future State or Federal funds, such conflicting provisions of this Chapter shall not apply and the City shall follow the procedure required by the State or Federal law or regulation.

2-5-102. Purchases

- (a) Except as otherwise provided, all purchases of supplies, materials, equipment, and all contracts for services awarded shall be made as follows:
 - (1) Amounts to be paid by the City of less than \$20,000, may be approved by the respective department heads or designees authorized by the City Manager or department heads..
 - (2) Amounts to be paid by the City of \$20,000 or more, must be approved by the City Council. However, advance approval is not required for emergency expenditures or for actions which require prompt execution to avoid financial harm or loss, or to save cost, as determined by the City Manager. The City Council shall be notified of any such purchases as soon as reasonably possible. Ongoing, routine expenses exceeding \$20,000 such as utilities, gasoline, natural gas, or electrical energy, which may be approved by the City Manager, department heads, or their designees.
 - (3) Amounts to be paid by the City of \$5,000 or more, shall be awarded only after comparative price quotations have been solicited and received.
 - (4) Purchases made under State contract do not require additional bids.
 - (5) Purchases of supplies, materials, equipment, and all contracts awarded to a sole source provider are exempt from competitive bid requirements.
 - (6) Professional Services. Contracts for professional services may be procured through a qualifications-based selection process or such other process as the City Manager determines to be in the best interests of the City. Professional services include, but are not limited to, legal, engineering, architectural, surveying, auditing, accounting, financial advisory, planning, appraisal, consulting, and other services requiring specialized professional expertise. In procuring professional services, the City shall consider cost as a primary evaluation factor together with qualifications, experience, availability, and other factors the City determines to be relevant. Such contracts shall not be subject to the quotation or competitive bidding requirements of this Chapter unless otherwise required by

law.

- (c) In order to promote overall economy and the best use for the purposes intended, each department head shall be responsible for assuring that all purchases made and contracts for services awarded by his/her department shall obtain the desired goods and services for the lowest possible price.
- (d) Change orders to Council-approved bid awards and contracts must be approved by the City Council if the change is both 10% or more of the original bid award and that change also exceeds \$50,000 on construction contracts or \$20,000 on other projects or contracts. Change orders involving less than these amounts may be approved by the City Manager when the change is deemed to be in the best interests of the City.
- (e) Unethical purchasing practices. All employees engaged in the procurement process for the City will act in accordance with the Utah Public Officers' and Employees' Ethics Act. Employees are expected to avoid the following practices as outlined in State code:
 - (1) Dividing a procurement to avoid following policy;
 - (2) Kickbacks and gratuities;
 - (3) Failure to disclose conflicts; and
 - (4) Cost-plus-percentage-of-cost contracts.

2-5-103. Formal Competitive Bidding

Formal competitive bidding shall be conducted as required by State law.

2-5-104. Performance Bond

A performance bond in an amount as shall be reasonably necessary to protect the best interests of the City may be required. The form and amount of said bond shall be described in the notice inviting bids or soliciting price quotation.

2-5-105. Rejection of Bids or Price Solicitation.

Any and all bids or price quotations may be rejected without cause and the City may re-invite bids or re-solicit price quotations.

2-5-106. Lowest Responsive Responsible Bidder

- (a) With respect to bids awarded by Bountiful City, the "lowest responsive responsible bidder" shall meet the following criteria:
 - (1) The bidder must have submitted a bid in compliance with the invitation to bid and within the requirements of the plans and specifications for the project;
 - (2) The bidder must:

- i. demonstrate that it has the financial strength to do the project;
- ii. be appropriately licensed to do the job;
- iii. be insurable and have the ability to acquire required bonding and insurance;
- iv. have the requisite ability, expertise, equipment, personnel, capacity and skill to do the required work, both in quality and quantity, and in a timely manner;
- v. have a satisfactory record of past performance in similar projects;
- vi. have, and have a reputation for, integrity, reliability and good faith in performing work, without a record of contract default, malfeasance, late performance, relationship difficulties or other negative work history;
- vii. have a history of cooperation with government officials or other companies, entities or people who have utilized the bidder's services in the past; and
- viii. have a history of good public relations, and courteous and professional treatment of the citizens with whom it deals;
- ix. meet such other criteria as may reasonably be required under the circumstances of the project and the history and qualifications of the bidder.

(3) The bidder must furnish a bid bond or equivalent in money as a condition to the award of the contract.

(4) The bidder must furnish required payment and performance bonds.

- (b) The lowest responsive responsible bidder may or may not be the lowest bidder. The staff and City Council will exercise reasonable discretion in evaluating these criteria to determine which is the lowest responsive responsible bidder. Informalities and minor discrepancies may be waived by the City Council. Inability, refusal or delay by the bidder in providing proof of meeting these criteria may, at the discretion of the City Council, disqualify a bidder from consideration. The City reserves the right to reject any and all bids.

2-5-107. Personal Use Expenditures.

- (a) City officers and employees are granted municipal authority, in the interest of economy and efficiency, to expend public funds or incur indebtedness on behalf of the City for travel -and- training personal use expenditures provided that the officer or employee reimburse the City in full for any expenditure or indebtedness within fourteen (14) days from the date of the expenditure or the date the indebtedness was incurred.
- (b) If the City determines that an officer or employee has intentionally made a personal use expenditure in violation of Utah Code 11-57-103 and this Subsection (a); the City shall provide written notice to the officer or employee determined to be in violation and:
- (1) Require the officer or employee to deposit the amount of the personal use expenditure into the fund or account from which:
 - i. the personal use expenditure was disbursed; or
 - ii. be appropriately licensed to do the job;

- (2) The officer or employee to remit an administrative penalty in the amount equal to 50% of the personal use expenditure to the City which the City shall deposit into the operating fund of the City.
- (3) The bidder must furnish required payment and performance bonds.
- (c) Any officer or employee of the City who has been found by the City to have made a personal use expenditure in violation of this Subsection (2) may appeal the finding of the City. A Request for Review before the City Manager may be requested within ten (10) business days after the City has provided written notice as described in Subsection (2). The Request for Review must be submitted to the City Manager in writing. All related documentation must be submitted with the Request. The Requesting party has the burden of proof. The standard of review shall be preponderance of the evidence.
- (d) Upon receipt of the Request for Review, the City Manager shall review the Request, including all information submitted with the Request, as well as any relevant City records.
- (e) The City Manager shall determine to uphold or overturn the City's original finding and provide written notice of decision to the requesting party within fourteen (14) days.

Chapter 6: Constitutional Taking Guidelines.

2-6-101. Purpose.

2-6-102. Definition of "Constitutional Taking."

2-6-103. Policy Considerations.

2-6-104. Appeal.

2-6-105. City Council Hearing.

2-6-101. Purpose.

These guidelines are adopted in this Act are established pursuant to the requirements of Utah State Code. They are only advisory, and shall not be construed to expand or limit the scope of the City's liability in any claim for a constitutional taking, or to impose any liability upon the City for failure to comply with the guidelines. This chapter does not apply to formal eminent domain proceedings. Nothing in this Chapter shall be construed to create a cause of action, expand the City's liability, waive governmental immunity, or alter any remedy otherwise available under state or federal law.

2-6-102. Definition of "Constitutional Taking."

The term "constitutional taking" means a governmental action that results in a taking of private property so that compensation to the owner of the property is required by:

- (1) The Fifth or Fourteenth Amendment of the Constitution of the United States; or
- (2) Utah Constitution Article I, Section 22.

2-6-103. Policy Considerations.

It is the policy of the City to carefully consider any matter involving constitutional taking claims, and to afford citizens the right to state their claims in an inexpensive and expeditious manner. It is the intent of this ordinance to preserve the ability of the City to lawfully regulate real property and fulfill its other duties and functions, while at the same time protecting the rights of property owners.

2-6-104. **Appeal.**

- (a) Any owner of private property whose interest in the property is subject to a physical taking or exaction by a political subdivision may appeal the political subdivision's decision within 30 days after the decision is made.
- (b) The City Council, or an individual or body designated by it, shall hear and approve or reject the appeal within 14 days after it is submitted.
- (c) If the legislative body of the political subdivision fails to hear and decide the appeal within 14 days, the decision is presumed to be approved.
- (d) The appeal must be made in writing, and filed with the City Recorder 30 days of the decision appealed from.
- (e) The appeal must contain the following information:
 - (1) the name, address and telephone number of the appellant;
 - (2) a description of the real property involved;
 - (3) a description of the appellant's interest in the property, and the names and addresses of any joint owners;
 - (4) a detailed description of the grounds for the claim that there has been a constitutional taking;
 - (5) evidence and documentation as to the value of the property taken, including the date the property was acquired. This should include any evidence of the value of the property at the time of the alleged constitutional taking and after the alleged constitutional taking, and any appraisal(s) of the property within three years prior to the date of the appeal;
 - (6) information from a title policy or other source showing all recorded liens or encumbrances upon the property;
 - (7) a statement of whether the property has been for sale during the last three years, and if so, the price asked;
 - (8) any other information reasonably requested by the City Council to assist in making a determination in the claim of a constitutional taking.

2-6-105. **City Council Hearing.**

The City Council shall review the facts and information presented by the appellant to determine whether the protested action of the City is a constitutional taking. In doing so, they shall consider:

- (a) Whether a legitimate governmental interest exists for the action taken by the City.
- (b) Whether the physical taking or exaction of the private real property bears an essential nexus to that legitimate governmental interest.
- (c) Whether the property and exaction taken is roughly proportionate and reasonably related, on an individual property basis, both in nature and extent, to the impact caused by the activities that are the subject of the decision being reviewed.
- (d) Other considerations required by applicable law.

Chapter 7: Self Insurance

2-7-101. Election to Self Insure.

2-7-102. Liability Coverage under Self Insurance.

2-7-103. Uninsured / Underinsured Motorist Coverage.

2-7-101. Election to Self-Insure.

Bountiful City has for many years elected, and continues to choose, to manage its liability risks by a combination of self-insurance and excess commercial insurance, as permitted in §63g-7-801 of the Utah Code.

2-7-102. Liability Coverage under Self-Insurance.

With respect to motor vehicles owned or operated by Bountiful City, the liability coverage provided by this self-insurance is the minimum required by §31A-22-304 of the Utah Code or other applicable law.

2-7-103. Uninsured / Underinsured Motorist Coverage.

As permitted by §31A-22-305 of the Utah Code, Bountiful City elects not to provide uninsured / underinsured motorist coverage for Bountiful City-owned vehicles, as vehicles operated by City employees in the course of business are covered by the City's workers compensation program. Because there is no uninsured or underinsured motorist coverage, there is no process for filing such claims.

Chapter 8: Appeals to Administrative Law Judge

2-8-101. Appeals

- (a) Appeals provided for in this Bountiful City Code shall be heard by the Bountiful City Administrative Law Judge, unless otherwise expressly stated.
- (b) Unless otherwise provided by this Code, any appeal shall be filed with the Bountiful City Recorder within thirty (30) calendar days after service of the decision being appealed.

- (c) The appeal shall be accompanied by the applicable filing fee of \$250.00 and any hearing bond required by this Code. Failure to timely pay the required filing fee or hearing bond shall result in dismissal of the appeal.
- (d) The appeal shall be in writing, dated, and signed by the appellant or the appellant's authorized representative.
- (e) At a minimum, the appeal shall contain:
 - (1) The name, address, telephone number, and email address, if any, of the appellant;
 - (2) Identification of the decision being appealed;
 - (3) A brief statement of the factual and legal basis for the appeal;
 - (4) The relief requested; and
 - (5) Any documents the appellant wishes the Administrative Law Judge to consider.
- (e) Failure to timely file an appeal that substantially complies with this section shall constitute a waiver of the right to appeal, and the decision shall become final.

2-8-102. Administrative Law Judge

- (f) The Bountiful City Council shall appoint a qualified individual to serve as the Bountiful City Administrative Law Judge. The Administrative Law Judge shall serve a term of five (5) years and may be reappointed. The Administrative Law Judge may be removed from office by a majority vote of the City Council.
- (g) If the term of the Administrative Law Judge expires and a successor has not been appointed and confirmed by the City Council, the Administrative Law Judge shall continue to serve until a successor is appointed and qualified. If the Administrative Law Judge is unwilling or unable to continue serving following expiration of the term, the City Manager or City Attorney may appoint a qualified temporary Administrative Law Judge to serve until the City Council appoints and confirms a successor. A temporary Administrative Law Judge appointed under this section shall possess all powers and authority granted to the Administrative Law Judge under this Code.

2-8-103. Hearings

- (a) Proceedings before the Administrative Law Judge shall be conducted in an informal manner consistent with the requirements of due process.
- (b) (b) The Utah Rules of Evidence shall not apply to proceedings before the Administrative Law Judge. The Administrative Law Judge may admit and consider any evidence that reasonably prudent persons would rely upon in the conduct of their affairs, including hearsay evidence. The Administrative Law Judge may give such evidence whatever weight the Administrative Law Judge determines appropriate. Irrelevant, immaterial, unduly repetitious, or privileged evidence may be excluded.

- (c) The Administrative Law Judge may regulate the course of the hearing and make rulings regarding procedure, evidence, witnesses, scheduling, briefing, discovery, and the conduct of the parties.
- (d) Unless otherwise specifically provided by this Code, any procedural matter arising in a proceeding before the Administrative Law Judge shall be governed by the Utah Administrative Procedures Act, Utah Code Title 63G, Chapter 4, to the extent applicable and not inconsistent with this Code.
- (e) In the event of a conflict between this Code and the Utah Administrative Procedures Act, this Code shall control.
- (f) The Administrative Law Judge may administer oaths, receive evidence, rule upon motions, establish reasonable deadlines, and take any action reasonably necessary to conduct an orderly and fair hearing.
- (g) Unless otherwise specifically provided by this Code, the Administrative Law Judge may establish additional procedural rules governing the conduct of proceedings, provided such rules are consistent with due process and this Code.

Title 3

City Commissions

Chapter 1: Bountiful Light and Power Commission

Chapter 2: Bountiful Historic Preservation Commission

Chapter 3: Planning Commission and Administrative Committee

Chapter 4: Bountiful Community Service Council

Chapter 1: Bountiful Light and Power Commission

3-1-101. Commission, Membership and Appointment.

3-1-102. Duty and Powers.

3-1-103. Term, Vacancies, Qualifications, Removal.

3-1-104. Rules.

3-1-105. Salary.

3-1-106. Rates.

3-1-101. Commission, Membership and Appointment.

There is hereby established the "Bountiful Light and Power Commission." It shall be composed of seven members, all of whom shall be appointed by the Mayor with the advice and consent of the City Council and one of whom shall be a member of the City Council.

3-1-102. Duty and Powers.

- (a) The determining of the general policy and administration of the Electrical Light and Power Department is vested in the City Council.
- (b) The extent of the authority and discretion to be vested in the Director of the Electrical Light and Power Department shall be determined by the City Council.
- (c) It is hereby declared as policy that matters pertaining to the general policy of the Electrical Light and Power Department be referred to the Bountiful Light and Power Commission for its advice, counsel, and recommendations.

3-1-103. Term, Vacancies, Qualifications, Removal.

- (a) Term. Each appointed member shall serve for a term of four (4) years, except that term of the member who is likewise a member of the City Council shall be as determined by the Mayor with the advice and consent of the City Council.
- (b) Vacancies. Vacancies occurring due to death, disability, resignation or removal, shall be filled by appointment by the Mayor with the advice and consent of the City Council. The term of such appointment shall be for the remainder of the unexpired term.
- (c) Qualifications. The members of the Power Commission shall be residents of the city and shall be selected without regard to political considerations and solely on the basis of qualification for the

position.

- (d) Removals. Any member of the Power Commission may be removed, with or without cause, by the Mayor with the advice and consent of the City Council.

3-1-104. Rules.

The Commission shall formulate its own rules for selection of a chairman, the time, place and manner of calling the meetings and other procedural matters.

3-1-105. Salary.

Each member of the Power Commission shall receive compensation as fixed by resolution of the City Council.

3-1-106. Rates.

Electrical rates shall be set by the City Council of Bountiful, Utah by resolution.

Chapter 2: Bountiful Historic Preservation Commission

3-2-101. Historic Preservation Ordinance.

3-2-102. Purpose.

3-2-103. Historic Preservation Commission.

3-2-104. Powers and Duties of Commission.

3-2-105. Meetings and Notification.

3-2-106. Survey and Inventory.

3-2-107. Demolition - Notification

3-2-108. Enforcement and Penalties.

3-2-101. Historic Preservation Ordinance.

This Ordinance shall be known and may be cited as the "Historic Preservation Ordinance".

3-2-102. Purpose.

Recognizing that the historical heritage of this City is among its most valued and important assets, it is the intent of this Ordinance to provide for the preservation, protection and enhancement of its history. This preservation, protection and enhancement shall include, but not be limited to, the written and visual history of Bountiful, its early settlers and its historic sites, the planning for and celebration of important historical events relating to Bountiful's history, the education of all segments of the community so that Bountiful's history can be fully and properly appreciated, and the establishment of a repository for items, artifacts, and other materials which have historical significance to the City of Bountiful. The purpose of the Ordinance shall also be to establish a Committee which shall recommend to the City Council necessary and desirable protection of historic areas and sites within the community.

3-2-103. Historic Preservation Commission.

- (a) Commission, Members and Appointment. There is created a Historic Preservation Commission,

which shall be an advisory body of and shall report to the City Council of Bountiful. The Commission shall be composed of six (6) members appointed by the Mayor with the advice and consent of the City Council. One of the members shall always be the Mayor, who shall be an ex-officio member; one (1) of the members shall always be a member of the City Council; two (2) members shall be professional members from the disciplines of history, archaeology, planning, urban planning, American studies, American civilization, cultural geography, cultural anthropology, to the extent that such professionals are available in the City, and two (2) members shall be residents at large. With exception of the Mayor and City Council Member on the Commission, two or more members of the Commission shall not serve on the same board, commission or other leadership position within another organization while serving on the Commission.

- (b) Terms. The term of each member of the Commission, with the exception of the Mayor and City Council member on the Commission, shall be for four (4) years. Initial members of the Commission shall be staggered as determined by the Mayor with the advice and consent of the City Council.
- (c) Advisory Body. The Historic Preservation Commission shall be an advisory body of, and shall report to, the City Council.

3-2-104. Powers and Duties of the Commission.

The Commission shall have the following duties:

- (a) Conduct research and collect information on the history of Bountiful, including the establishment of a repository for important documents, artifacts and other items of historical significance.
- (b) Provide a written history of the City of Bountiful, as well as an historical program which outlines Bountiful's history for various age groups in the community. This may include, but not be limited to, the use of written summaries of history, visual exhibits, video tapes, displays, and other media.
- (c) Increase the awareness of Bountiful's history through the commemoration of historical events.
- (d) Designate entries on the Utah State Register of Historic and Cultural sites and recommend to the State Historic Preservation Officer nominations for the National Register of Historic places, utilizing the criteria for evaluation from the National Register.
- (e) Attend at least one informational or educational meeting each year, sponsored by the State Historic Preservation Office, pertaining to the work and functions of the Commission or to historic preservation.
- (f) Submit an annual report of the activities of the Commission to the State Historic Preservation Office and to the City Council.
- (g) Review all proposed National Register nominations for properties within the boundaries of the City.
- (h) Conduct or cause to be conducted a survey of cultural resources in the City which in form and content will be compatible to the Utah inventory of historic and archaeological sites.

- (i) Act in an advisory role to other officials and departments of the City regarding the protection of local cultural resources and shall act as a liaison on behalf of the City to individuals and organizations within the City concerned with historic preservation.

3-2-105. Meetings and Notification.

- (a) The Commission shall provide for adequate public participation in the historic preservation programs, including the process of recommending properties for nomination to the National Register.
- (b) Commission meetings shall occur at regular intervals, and at least twice a year.
- (c) Minutes of all decisions, actions of the Commission, including the reasons for making those decisions shall be kept on file and available for public inspection.
- (d) Rules of procedure adopted by the Commission shall be available for public inspection.

3-2-106. Survey and Inventory.

- (a) The Commission shall initiate or continue an approved process to identify historic properties within the City.
- (b) A detailed inventory of the designated districts, sites, and/or structures within Bountiful City shall be maintained.
- (c) The inventory material shall be compatible with the Utah state-wide inventory of historic and archaeological sites and shall be made accessible to the public except where restrictions have been made for archaeological sites.
- (d) The inventory shall be updated periodically and made available through duplicates at the State Historic Preservation Office and shall be able to be readily integrated into State-wide comprehensive historic preservation planning and other appropriate planning process.

3-2-107. Demolition - Notification

If a historic site is to be demolished or extensively altered, efforts will be made to document its physical appearance before that action takes place.

- (a) The City will delay issuing a demolition permit for a maximum of one week and will notify a member of the Historic Preservation Commission, which will take responsibility for the documentation.
- (b) Documentation will include, at minimum, exterior photographs (both black-and-white and color) of all elevations of the historic building. When possible, both exterior and interior measurements of the building will be made in order to provide an accurate floor-plan drawing of the building.
- (c) The demolition permit may be issued after one week of the initial application whether or not the Commission has documented the building. The permit may be issued earlier if the Commission

completes its documentation before the one-week deadline.

- (d) The documentation will be kept in the City's files, which are open to the public.

3-2-109. Enforcement and Penalties.

It is unlawful to:

- (a) Enter on City lands owned or controlled by the City or which have been designated as landmarks pursuant to this Ordinance for the purpose of appropriating, injuring or destroying a specimen without a permit from the Division of State history or the City.
- (b) To appropriate, injure or destroy any site or specimen situated on lands or controlled by the City, or which have been designated as landmarks pursuant to this Ordinance.
- (c) To reproduce, re-work or forge any specimen or make any object, whether copied or not, or falsely label, describe, identify or offer for sale or exchange any object with intent to represent the same as an original and genuine specimen, nor shall any person offer for sale or exchange any object with knowledge that it was collected or excavated in violation of this Ordinance.

Chapter 3: Planning Commission and Administrative Committee

3-3-101. Compensation.

Each member of the Bountiful Planning Commission paid \$50.00 per meeting for meetings actually attended by that member. Each non-employee member of the Administrative Committee shall be paid \$25.00 per meeting for meetings actually attended by that member.

Chapter 4: Bountiful Community Service Council

3-4-101. Community Council Creation and Membership.

There is hereby established the "Bountiful Community Service Council," which shall be composed of no less than five (5) and no more than thirteen (13) members, all of whom shall be appointed by the Mayor with the approval of the City Council. One Community Council member shall be a member of the City Council.

3-4-102. Duty and Powers.

- (a) The general policy and administration of the Community Council is vested in the City Council.
- (b) The Community Council shall be an advisory body of, and report to, the City Council.
- (c) It is the intent of the City Council that the Community Council shall render services to the community for the improvement of the citizens' health, safety, education and welfare. These services may be assigned by the City Council or may be self-initiated by the Community Council itself, subject to such review as may be deemed appropriate by the City Council.

3-4-103. Qualifications, Term, Vacancies, and Removal.

- (a) Qualifications. The members of the Bountiful Community Service Council shall be residents of the City who shall be selected without regard to political and/or religious considerations.
- (b) Term. Each member shall serve a term of four years, except for the City Council member, who shall serve so long as appointed by the Mayor with the consent of the City Council. Any member appointed to fill a vacancy which occurs for any reason shall serve the remainder of the unexpired term of the vacating member.
- (c) Removal. Any member of the Community Council may be removed, with or without cause, by the Mayor with the consent of the City Council.

3-4-104. Rules of the Bountiful Community Service Council.

The Community Council shall formulate its own rules for the selection of a Director, the time, place and manner of calling meetings, and other procedural matters.

Title 4

Building Regulations

Chapter 1: General Provisions

Chapter 2: Uniform Codes

Chapter 3: Reserved

Chapter 4: Reserved

Chapter 3: Miscellaneous Provisions

Chapter 1: General Provisions

4-1-101. Enforcing Agency - Bountiful.

4-1-102. Penalty.

4-1-103. Inspections not an Assumption of Liability.

4-1-101. Enforcing Agency - Bountiful.

In the building and trade codes which are adopted in this Title, any reference to a governmental entity as the enacting and enforcing agency, is hereby amended to substitute Bountiful, Utah, as the enacting and enforcing agency.

4-1-102. Penalty.

- (a) Any violation of the provisions of the trade codes adopted in this Title, or the provisions of this Title, is a class C misdemeanor and shall be punishable as provided by State law for such an offense.
- (b) Any building or structure not in compliance with any of the provisions of the trade codes adopted in this Title is hereby declared to be a public nuisance, and may be abated by either criminal or civil action.
- (c) Occupancy or use of any building or structure constituting a public nuisance under subsection (b) is a class C misdemeanor, and may be prevented or discontinued by civil injunction or writ, or by any other appropriate remedy available under the law, or by criminal prosecution.
- (d) It is a class C misdemeanor to work on any building, structure, landscaping, excavation or other construction project after a Stop Work Order has been issued under the International Residential Code or any other Code adopted by the City or the State of Utah.

4-1-103. Inspections not an Assumption of Liability.

The adoption by the City of uniform codes shall not be construed to relieve or lessen the responsibility of any owner, contractor, sub-contractor, builder, or any other person to comply with such codes. Any inspection by, or any inspection certificate issued by, the City is not an assumption by the City or any employee of any liability by reason of the inspection or certificate.

Chapter 2: Uniform Codes.

4-2-101. Construction Codes.

4-2-102. Uniform Housing Code.

4-2-103. Uniform Code for Abatement of Dangerous Buildings.

4-2-104. International Existing Building Code.

4-2-105. Uniform Administrative Code.

4-2-106. Uniform Code for Building Conservation.

4-2-107. National Electrical Code.

4-2-108. International Fire Code.

4-2-101. Construction Codes

4-2-101. State Construction Adopted.

Bountiful City hereby adopts the State Construction, Title 15A of the Utah Code, including all codes, standards, amendments, and appendices adopted by the State of Utah pursuant thereto, as the same may be amended from time to time. The construction, alteration, repair, use, occupancy, maintenance, and demolition of buildings and structures within Bountiful City shall comply with the requirements of Title 15A of the Utah Code and any amendments thereto.

4-2-102. Uniform Administrative Code.

Bountiful City hereby adopts the Utah Administrative Code, as published and amended from time to time by the Utah Office of Administrative Rules, including all rules applicable to the administration and enforcement of the State Construction and Fire Codes Act and the codes adopted thereunder.

4-2-103. National Electrical Safety Code.

Bountiful City hereby adopts the National Electrical Safety Code (NESC), as published by the Institute of Electrical and Electronics Engineers (IEEE), including all amendments and successor editions thereto, as amended from time to time. The National Electrical Safety Code shall govern the design, construction, installation, operation, maintenance, repair, and safety of electric supply, communication, and related utility facilities owned, operated, maintained, regulated, or permitted by Bountiful City, except where superseded by applicable federal or state law.

4-2-104. International Fire Code.

- (a) Bountiful City hereby adopts the fire code, standards, appendices, and amendments adopted by the State of Utah pursuant to Title 15A of the Utah Code and the Utah Administrative Code, as amended from time to time. Such codes and standards shall govern matters relating to fire prevention, fire protection, life safety, hazardous materials, and related matters within Bountiful City.

- (b) South Davis Metro Fire Agency. Bountiful City is a participant member of the South Davis Metro Fire Agency (“the Agency”), a separate legal entity duly organized and created under the laws of Utah by an Interlocal Cooperation Agreement (“the Interlocal Agreement”) entered into by the participating entities of the Agency. The Agency shall provide all fire, emergency medical, and other emergency first responder services for the City in accordance with the terms and conditions of the Interlocal Agreement entered into by the participating entities, as amended.
- (c) Delegation of Authority. Bountiful City hereby delegates all power and responsibility for fire suppression, prevention, investigation, enforcement, emergency medical, and other emergency and fire responder services within the jurisdiction of the City to the Agency, and hereby recognizes the Agency as the governmental and political subdivision for such purposes consistent and in accordance with the Interlocal Agreement and Fire Code.
- (d) Fire Code Official. The Agency shall service as the Fire Code Official for Bountiful City, as more particularly described in the Fire Code.
- (e) Fire Board of Appeals. The Fire Board of Appeals as created and maintained by the Agency shall hear and decide appeals of orders, decisions or determinations made the Agency’s Fire Code Official relative to the application and interpretation of the Fire Code within the jurisdiction of Bountiful City.
- (f) Appeals. Any person adversely affected by an order, decision or determination made by the Fire Code Official in the application and interpretation of the Fire Code within the jurisdiction of Bountiful City may appeal such order, decision or determination to the Agency’s Fire Board of Appeals in accordance with the Agency’s rules and regulations regarding the same, and in accordance with applicable provisions of the Fire Code.

4-2-105. International Wildland-Urban Interface Code and Zone Map.

- (a) Adoption of State IWUI Code. Bountiful City hereby adopts the latest version of the Utah State Urban Wildland-Urban Interface Building Code, as adopted and amended by the State of Utah, including any future updates or successor provisions. The State WUI Code governs construction, defensible space, vegetation management, and fire-resistant materials within designated Wildland-Urban Interface areas.
- (b) Adoption of Wildfire Urban Interface Zone Map. Bountiful City hereby adopts the Wildfire Urban Interface Zone Map (December 2025) as the official map identifying Wildland-Urban Interface areas within Bountiful City. The map may be updated as required by State law or as conditions evolve.
- (c) The State IWUI Code applies to:
 - (1) All new construction within designated WUI areas;
 - (2) Substantial remodels or alterations as defined in the State IWUI Code; and
 - (3) Any building or land-use activity requiring compliance under State law.
 - (4) Replacement or repair of roof coverings
- (c) The Fire Chief and City Building Official are jointly authorized to:
 - (1) Interpret and enforce the State IWUI Code;

- (2) Apply site-specific requirements based on topography, vegetation, and risk; and
- (3) Recommend updates to the Wildfire Urban Interface Zone Map.

4-2-106. International Property Maintenance Code Adopted.

Bountiful City hereby adopts the International Property Maintenance Code, as published by the International Code Council, including all amendments and successor editions thereto, as amended from time to time.

4-2-107 Conflicts.

In the event of a conflict between any code, standard, rule, or regulation adopted pursuant to this Chapter and any provision of the Bountiful City Code, including Titles 13 and 14 relating to zoning, subdivision, and land use regulations, the provision imposing the more restrictive requirement shall govern unless otherwise required by state or federal law. Nothing in this Chapter shall be construed to supersede any zoning regulation, land use approval, permit condition, development agreement, engineering standard, or other requirement lawfully imposed by Bountiful City.

Chapter 3: Reserved

Chapter 4: Reserved

Chapter 5: Miscellaneous Provisions

- 4-5-101. Building Permit Fees.**
- 4-5-102. Street Damage - Cash Deposit.**
- 4-5-103. Demolition of Historic Sites – Notification.**
- 4-5-104. Reserved.**
- 4-5-105. Construction Site Cleanliness.**
- 4-5-106. Construction without Required Permits Unlawful.**
- 4-5-107. Protection of Public Water Supply.**
- 4-5-108. Fire Hazardous Roof Coverings.**
- 4-5-109. Retaining Walls.**

4-5-101. Building Permit Fees

Whenever a building permit is required by the codes which are adopted in this Chapter, permit fees shall be as outlined in the fee schedules provided in the Uniform Administrative Code, with the exception that the plan review fees will be charged in accordance with State law. The valuation of the building construction shall be determined by the current cost per square foot of floor area of such construction as established by the International Code Council Conference of Building Officials and as set forth from time to time in their semi-annual publication entitled "Building Valuation Data", or its replacement.

4-5-102. Street Damage - Cash Deposit.

- (a) Deposit Requirement.

- (6) In order to guarantee the replacement of street, sidewalk, driveway approach, curb and gutter improvements along the frontage of the property where a building permit is issued, and on adjacent properties, before construction begins the permittee shall deposit a cash sum with the City in the amount set by the Bountiful City Council. Other deposit amounts may be required in the reasonable discretion of the City Engineer upon a finding that an unusual situation exists and that a different amount is appropriate. This deposit requirement applies to residential, multifamily, institutional and commercial properties and uses, and to permits issued for new construction, remodeling of or additions to existing structures, and to new outbuildings (garages, sheds, etc.). To verify the condition of the street improvements prior to construction, the permittee shall submit to the City Engineer photographs or video showing the improvements and any condition issues in such detail as to verify any preexisting problems.

(b) Inspection and Deposits in New Construction.

- (1) In building permits granted for new construction the deposit described in paragraph (a) shall be held by the City for a period of 12 months after the construction is granted final approval. At the end of the 12 months, the City will inspect these items for damage. Any improvements which are in a condition of damage, whether that damage occurred during construction or in the 12 months after construction, and regardless of the cause, shall be repaired or replaced as necessary by the property owner, in accordance with the city ordinances and specifications. If the 12 months have passed but the inspection or reinspection cannot be conducted because of weather conditions such as snow, the deposit shall continue to be held until the weather permits an inspection to take place. Upon passing inspection or reinspection, the cash deposit will be returned to the current owner of the property.
- (2) If the improvement repairs required by the City Engineer are not completed within three months after notice to the property owner of the inspection described in paragraph (b) and a description of the repairs needed, the City may make, or have made, the repairs necessary, and may use part or all of the deposit necessary to pay the costs of those repairs. Any amount remaining shall be refunded to the property owner, plus accrued interest as provided by law. Any deficiency unpaid by the deposit is the responsibility of the property owner, which may, if necessary, be collected by the City from the property owner by civil action.

(c) Inspection and Deposits for Remodeling and Additions.

- (1) In building permits granted for remodeling of existing buildings, additions, outbuildings, etc., when all other site improvements, including landscaping, have been installed, the provisions of subsection (b) apply. However, the sidewalk deposit shall not be held for 12 months after completion.

4-5-103. Demolition of Historic Sites – Notification.

If a historic site is to be demolished or extensively altered, the City may delay issuing a demolition permit for a maximum of one week in order for the site to be appropriately documented. Documentation may include exterior photographs of all elevations of the historic

building, the taking of exterior and interior measurements of the building, and the making of floor plan drawings. The demolition permit may be issued after one week of the initial application whether or not the building has been documented the building, and the permit may be issued earlier if the documentation is completed before the one-week deadline.

4-5-104. Reserved.

4-5-105. Construction Site Cleanliness.

(a) The general contractor, or owner-builder if there is no general contractor, of every residential or commercial building construction site, shall:

(1) Maintain on the premises of each building lot, and not on a street, sidewalk or other public property, from the first day through the last day of construction:

- i. a portable toilet facility meeting the health requirements of the law; and
- ii. a commercial trash bin, which shall be used for refuse on the site, and which shall be emptied when full.

(2) keep the construction site in a condition of cleanliness and healthfulness by:

- i. preventing the accumulation of garbage or refuse, including boards, bricks, stones, etc., into disorderly stacks or piles;
- ii. maintaining the premises in such a manner that mice, rats, rodents, or other animals do not inhabit the premises;
- iii. preventing garbage, refuse, dirt, rocks or building materials from encroaching onto sidewalks, streets, public property, or the private property of neighbors without the written consent of the owner; and
- iv. preventing the blowing of paper or other items onto neighboring properties.

(b) Exceptions to the requirements of a portable toilet facility and a commercial trash bin may be granted in writing by the City Building Inspector upon a showing that such facilities are otherwise reasonably accessible.

(c) Violation of this ordinance is a class C misdemeanor.

4-5-106. Construction Without Required Permits Unlawful.

(a) It is unlawful to erect or construct a building or structure, to do any kind of excavation work, or to disturb any land with a slope of 30% or greater, without first obtaining any and all permit(s) and/or approvals required by City or State law.

(b) The doing of any act described in subsection (a) without required permits and/or approvals is hereby declared to be a misdemeanor and also a public nuisance, which may be abated by civil or

criminal action, and may be prevented or discontinued by civil injunction or writ, or by any other appropriate remedy available under the law.

4-5-107. Protection of Public Water Supply.

- (a) It is the intent of this ordinance to protect the public potable water supply from contamination by isolating within a water customer's distribution system any contaminants or pollution from their own system which could backflow or back siphon into the public water supply.
- (b) It is the responsibility of the Water Department and the Engineering Department to monitor compliance with this ordinance, and to report violations to the police
- (c) It is the responsibility of each water customer to purchase and maintain any backflow prevention device or assembly required by this ordinance or the Uniform Plumbing Code, as adopted by the State of Utah. The type of backflow prevention device or assembly shall depend on the degree of hazard which exists, as defined in the Uniform Plumbing Code.
- (d) All backflow prevention devices and/or assemblies shall be tested within ten days of initial installation and yearly thereafter by a certified tester as required by the Uniform Plumbing Code, as adopted by the State of Utah, at the responsibility and expense of the owner.
- (e) All connections of the Bountiful City water system shall in all respects conform to the Uniform Plumbing Code, as adopted by the State of Utah, the Utah State Public Drinking Water Regulations, and the ordinances of Bountiful City.
- (f) All presently installed assemblies which do not meet the requirements of this ordinance but were approved at the time of installation and have been properly maintained may be left in service in accordance with provisions of this ordinance, so long as such action does not constitute a threat to the integrity or wholesomeness of the public water supply. Any determination of whether a threat exists shall be made solely by the City. In the event that it is determined that an existing system constitutes a threat to the integrity or wholesomeness of the public water supply, the water customer shall, at his expense, replace or repair the defective assembly in compliance with the Uniform Plumbing Code, as adopted by the State of Utah.
- (g) The water system of every customer of the City's public water supply shall be open to inspection at reasonable times by authorized City personnel to determine compliance and whether any hazard exists.
- (h) Any connection to the City water supply which actually allows or may allow backflow from any other source is hereby declared to be a public nuisance, which may be summarily abated.

4-5-108. Retaining Walls.

- (a) No retaining wall which is four feet tall or taller shall be constructed without a permit issued by the City.
 - (1) This requirement includes all conventional cantilever concrete retaining walls as well as non-conventional wall systems such as reinforced earth structures, rock retained slopes, etc.

- (2) Wall systems four feet tall or taller which are based on organic material such as treated lumber or railroad ties are not allowed.
- (b) It is unlawful for any property owner to construct, or to have constructed by another, any retaining wall four feet tall or taller without first obtaining a permit from the City, or to construct or have constructed a wall in violation of subsection (1)(b).
- (c) It is unlawful for any contractor or other person to construct any retaining wall four feet tall or taller for which a permit has not been issued by the City, or to construct a wall in violation of subsection (1)(b).
- (d) To obtain a permit for a retaining wall, the following shall be submitted to the Bountiful City Engineering Department for review:
 - (1) An engineered wall design stamped by a civil, structural or geotechnical engineer registered to perform work in the State of Utah. The design shall be specific to the site and not a generic standard design.
 - (2) A site plan showing the extent of cuts or fills that will be included with the wall. The City may in its discretion require that the site plan be certified by a registered surveyor or engineer.
- (e) All retaining walls four feet tall or taller must be inspected by the City. Prior to final inspection of the wall by the City, the contractor shall submit to the Bountiful City Building Official a complete set of inspection reports by the engineer of record certifying that the engineer has personally inspected all aspects and phases of the wall's construction.
- (f) Retaining wall permits are subject to the same bonding requirement as any other building permit. Cash bonds will be returned when the work is satisfactorily completed and inspected, the engineer's certifications have been submitted and reviewed, and any damaged public improvements (sidewalk, curb, gutter, etc.) have been repaired.

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

Adopted by the City Council of Bountiful, Utah, this 14th day of July 2026.

Kate Bradshaw, Mayor

Attest:

Sophia Ward, City Recorder

City Council Staff Report



Subject: Approval of Facilities Lease Agreement with Utah Broadband
Author: Bradley Jeppsen
Dept: City Attorney
Date: July 14, 2026

BACKGROUND

Utah Broadband has maintained communications equipment at the City's water tank site for many years. During a recent review of City-owned communications sites, staff discovered that the existing arrangement was no longer adequately documented and that the City had been providing electrical service without reimbursement. Over the past several months, City staff have worked with Utah Broadband to document the parties' relationship, resolve outstanding issues regarding electrical service, and negotiate a new long-term lease.

The proposed agreement replaces the previous informal arrangement with a written lease that clearly establishes each party's rights and responsibilities while ensuring the City receives fair compensation for the continued use of its property

ANALYSIS

The proposed lease contains the following principal terms:

- Initial lease term of ten (10) years with automatic five-year renewal periods unless either party provides notice of non-renewal.
- Monthly rent of **\$1,000**, beginning upon completion of the equipment installation, with **annual increases of three percent (3%)**.
- Utah Broadband is responsible for obtaining and maintaining any access rights necessary across private property and is responsible for all utility costs associated with its equipment. Until a dedicated electrical meter is installed, Utah Broadband will reimburse the City for all electrical usage attributable to its equipment.
- Either party may terminate the agreement upon default, while the City also retains the ability to terminate the lease at the conclusion of any five-year period upon 180 days' written notice.

The agreement provides the City with a modern lease that fairly compensates the City for the use of its property, clearly allocates maintenance and utility responsibilities, preserves the City's operational flexibility, and resolves longstanding issues concerning occupancy and electrical service.

FISCAL IMPACT

The agreement will generate **\$1,000 per month** in lease revenue, with annual three percent (3%) increases throughout the term of the agreement. Utah Broadband will also reimburse the City for electrical costs until a dedicated electrical meter is installed, eliminating the City's ongoing subsidy of electrical service to the site.

RECOMMENDATION

Staff recommends approval of Resolution 26-13.

ATTACHMENTS

- A. Proposed Lease Agreement
- B. Resolution 2026-13

NON-EXCLUSIVE FACILITIES LEASE AGREEMENT

This Non-Exclusive Lease Agreement (the “Agreement”) is entered into as of July 1, 2026 (Effective Date”), by and between FIF Utah, LLC (dba Utah Broadband), a Utah limited liability company, its sub-lessors, subsidiaries, and assigns (“Lessee”), located at 14015 S Minuteman Drive, Draper, UT 84020, and Bountiful City (“Lessor”), located at 795 South Main Street Bountiful, Utah 84010.

Recitals

A. Lessor owns certain real property located in Utah, more particularly described in the attached Exhibit A (the “Property”).

B. Lessee owns and operates a commercial wireless Internet service system and desires a Lease at the Property to erect a mounting system and locate antennas and related equipment, as described in the attached Exhibit B (the “Equipment”).

C. Lessor grants Lessee a lease and access to the Property as herein described for the purposes stated in this Agreement.

Agreement

In consideration of these recitals, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Lease.** Lessor hereby grants to Lessee a lease for use and access to the Property and space on the Property for the Equipment, together with permission for all access necessary to install, operate, maintain, replace, and remove the Equipment (collectively, the “Lease Area”), as described in Exhibit A. The Equipment is set forth in the Plans and Specifications in Exhibit B.

2. **Permitted Use.** Subject to the provisions of this Agreement, Lessor grants permission to the Lessee, its sub-lessors, subsidiaries, and assigns to use the Lease Area to provide communication services. Lessee’s use of the Lease Area shall be limited to the installation, operation, maintenance, replacement, and removal of the Equipment. All construction and operations by Lessee and by its employees and agents, shall be lawful and in compliance with all regulations and requirements of all federal, state, county, and municipal governments. Lessee may construct, install, operate, maintain, replace, upgrade or remove the Equipment at Lessee’s sole cost and expense, as long as this Agreement remains effective.

3. **Technical Standards and Lessee’s Representations.** Lessee’s construction and installation work shall be performed in a good and workmanlike manner. Lessee represents that the Equipment, installation, and operations shall comply with all applicable technical standards. Lessee will maintain the Equipment in good repair and condition. Lessee further represents that it shall be responsible for any damages as a result of the Equipment installation, mounting structure, or cable installation except for normal wear and tear.

4. Term. The initial term of this Agreement shall be ten (10) years from the Effective Date of this Agreement ("Initial Term"), unless terminated by either party in accordance with the provisions herein. Following the Initial Term, the Agreement shall be automatically renewed for successive terms of five (5) years (collectively the "Term"), until the parties renegotiate or unless a party provides notice to the other party at least one hundred eighty (180) days prior to the end of the then current term that it no longer desires to renew the Agreement.

5. Access and Utilities.

Lessor shall provide Lessee reasonable access to the Lease Area for the installation, operation, maintenance, repair, replacement, and removal of the Equipment. Such access shall be subject to Lessor's reasonable security requirements, operational requirements, and safety protocols applicable to municipal water facilities.

Lessee acknowledges that portions of the route used to access the Lease Area may cross property not owned by Lessor. Lessor makes no representation or warranty regarding Lessee's rights of access across any third-party property and grants no easement, license, or other property right across lands not owned by Lessor. Lessee shall be solely responsible for obtaining and maintaining any permissions, easements, licenses, or other access rights necessary to reach the Lease Area across private property.

Lessor shall permit Lessee to install and maintain utility connections necessary to serve the Equipment, subject to Lessor's prior approval, which shall not be unreasonably withheld. Lessee shall be solely responsible for all costs associated with utility service to the Equipment. Until a dedicated electrical meter is installed and operational, Lessee shall reimburse Lessor for all electrical costs attributable to Lessee's Equipment.

6. No Interference. Neither party shall intentionally interfere with the lawful operations of the other. The City may lease portions of the Property to additional users provided such users do not create harmful interference with Tenant's existing operations.

7. Consideration. In consideration of Lessor's grant of a Lease to Lessee and Lessee's use of the Lease Area, Lessee will pay Lessor **\$1,000.00 per month** (the "Lease Fee") starting on the first day of the month after the installation of the tower and Equipment is complete (the "Starting Date") for the Term of the Agreement. The Lease Fee shall increase by **3% annually** on each anniversary of the Starting Date. Lessor and all other customers under this agreement agree to adhere to Lessee's Terms and Conditions and Acceptable Use Policy as it relates to this Internet connection. Licensee's Terms and Conditions and Acceptable Use Policy are found at www.utahbroadband.com.

8. Hazardous Materials. Lessee shall not create, generate, use, bring, allow, emit, or dispose of on the Property any toxic or hazardous gaseous, liquid or solid material or waste or hazardous substance, as those terms are defined in federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating or imposing liability or standards concerning hazardous, toxic or dangerous waste, substance or material, now or hereafter in effect.

9. Termination. This Agreement may be terminated without further liability upon sixty (60) days prior written notice as follows: (a) by either party upon default of any term or condition of this Agreement by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; (b) by Lessee if it deems the location is no longer useful for providing its services or if the Equipment is damaged or destroyed; (c) by Lessor if Lessee removes its Equipment, or (d) by Lessor upon the filing of a petition by or against Lessee in any bankruptcy or insolvency proceeding, seeking relief under the Bankruptcy Code or any similar debtor relief law, for the appointment of a receiver, or to reorganize or modify Lessee's capital structure. City may terminate this Agreement upon one hundred eighty (180) days written notice at the conclusion of any five-year period as provided in Section 4.

10. Removal of Equipment. Following the expiration or earlier termination of this Agreement, Lessee shall, unless otherwise agreed by the parties in writing, remove its above-ground Equipment from the Property within thirty (30) days at Lessee's sole cost and expense.

11. Insurance. Lessee shall maintain commercial general liability insurance, at no cost to Lessor, covering Lessee's activities hereunder against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the License Area covering legal costs of defending any lawsuit brought against Lessor presenting claims with respect to Lessee's activities or presence on the Property, and covering any liability resulting from settlement or judgment on such claims, for an amount of at least One Million Dollars (\$1,000,000.00) per occurrence. City shall be named as an additional insured. Tenant shall provide certificates of insurance upon request.

12. Indemnification. Any Party found to be liable under the operation of this Agreement shall indemnify and hold harmless the non-labile Party from and against any and all liabilities, obligations, damages, claims, suits, losses, causes of action, liens, judgments and expenses (including court costs, attorneys' fees and costs of investigation) of any kind, nature or description resulting from any injuries to, or death of, any person or any damage to the Property which (a) arise from or are claimed to arise from any act, omission or negligence of the liable Party, or any officer, director, employee, contractor, agent, subtenant, guest, Lessee or invitee of the liable Party; (b) arise from or are claimed to arise from a breach, violation of any term, provision, covenant or agreement of the liable Party hereunder or a breach or violation by the liable Party of any court order or any law, regulation or ordinance of any federal, state or local authority; or (c) arise from or are claimed to arise from the activities of the liable Party in and around the Property or the operations or conduct of the liable Party's business upon the Property (collectively, the "Claims"), except to the extent such Claims are directly caused by the gross negligence or willful misconduct of the other Party. Nothing contained herein shall be construed as a waiver of any immunity, defense, or limitation of liability available to City under the Utah Governmental Immunity Act.

13. Limitation of Liability. Neither party shall be liable to the other or to any third party for any indirect, special, exemplary, punitive, or consequential damages.

14. Amendments. Any provision, term, or condition contained in this Agreement may only be changed or amended by written agreement executed by both parties.

15. Notice. Every notice required or permitted by this Agreement must be in writing and is deemed to have been duly given if personally delivered or mailed by certified or registered mail, return receipt requested, to the party's address set forth below. Notice is effective upon receipt or refusal as indicated by the return receipt. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

To Lessor: Attn: City Attorney
 795 S Main Street
 Bountiful, UT 84010
Phone: 385-512-5901
Email: bjeppsen@bountiful.gov

To Lessee: FIF Utah, LLC
 14015 S Minuteman Drive
 Draper, UT 84020
Phone: 801-717-2000
Email: ben@utahbroadband.com

16. Waiver. A waiver of the breach of any term, provision, or condition of this Agreement shall not constitute a precedent nor bind either party to a waiver of any succeeding breach of the same or of any other term, provision, or condition hereof.

17. Enforcement. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Assignment. All obligations and covenants contained herein shall be extended to and be binding upon the successors and assigns of Lessor and Lessee of either subject to the prior written consent of City, which consent shall not be unreasonably withheld..

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

20. No Recording. Neither party will record this Agreement or a memorandum of this Agreement without the written approval of the other party.

21. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee and may not be modified or amended except in writing and executed by both parties. There are no other understandings, representations, or warranties of any kind whatsoever between Lessor and Lessee.

22. Government Authority. Nothing in this Agreement shall limit City's governmental, regulatory, police power, utility, or legislative authority.

23. Authority. Lessor and Lessee each hereby represent to the other that the person executing this Agreement has the power and authority to enter into this Agreement on behalf of their respective party.

In witness whereof, the parties have executed this Agreement effective as of the date listed above.

LESSOR:

By: _____
Print Name:
Its: Owner

LESSEE: FIF UTAH, LLC

By: _____
Print Name: Ben Elkins
Its: CEO

EXHIBIT A

Property Description:

Property Name: Bountiful City Water Tank
Address: 1227 Lorien Ct,
Bountiful, UT 84010
GPS: 40.877397, -111.838125

Lease Area:

The Lease Area is described below:

Lessee will install Equipment on the poles already installed at the location. The Lease Area shall include a space on a place mutually agreed to by the Parties for an enclosure.

Picture(s):

As requested.

EXHIBIT B

Plans and Specifications:

The Equipment along with the Plans and Specifications are set forth below.

Mounting Structures

Non-penetrating sled mount, Lattice-style tower, Tripods, J-Mounts and/or Eve mounts that will support the antennas.

Antennas

The approximate dimensions of the antennas are:

Microwave Dishes: 12-48" in diameter

Antennas: Various sizes

Electronics

Routers, switches, servers and other network devices will be located in an Enclosure at the Property.

Enclosure

The Equipment for the site will be housed in rack-style enclosure which measures roughly 30" X 36" X 72".

The Equipment selection is subject to change based on Lessee's performance needs.



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. 2026-13**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FACILITIES LEASE
AGREEMENT WITH FIF UTAH, LLC D/B/A UTAH BROADBAND FOR THE USE OF
CITY PROPERTY FOR COMMUNICATIONS EQUIPMENT.**

WHEREAS, Bountiful City owns certain real property located at the City's water tank facility suitable for communications equipment; and

WHEREAS, FIF Utah, LLC, doing business as Utah Broadband, desires to lease a portion of the property for the installation, operation, and maintenance of communications equipment; and

WHEREAS, the City and Utah Broadband have negotiated a Non-Exclusive Facilities Lease Agreement establishing the terms and conditions governing the use of the property; and

WHEREAS, the City Council finds that approval of the Lease Agreement is in the best interests of Bountiful City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BOUNTIFUL CITY, UTAH:

1. The Non-Exclusive Facilities Lease Agreement between Bountiful City and FIF Utah, LLC d/b/a Utah Broadband, substantially in the form presented to the City Council, is hereby approved
2. The Mayor is authorized to execute the Lease Agreement and any non-substantive revisions approved by the City Attorney that are necessary to carry out the intent of this Resolution.
3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of July 2026.

BOUNTIFUL CITY

Kate Bradshaw, Mayor
ATTEST:

City Recorder
ATTEST:

Kate Bradshaw, Mayor

Sophia Ward, City Recorder