Mayor
Kenneth Romney

City Council
James Ahlstrom
Dell Butterfield
Kelly Enquist
Jenn Nielsen
Julie Thompson

WEST BOUNTIFUL CITY

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355
www.WBCityut.gov

City Administrator
Duane Huffman

City Recorder
Remington Whiting

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, APRIL 21st, 2026, AT THE CITY OFFICES

Invocation/Thought – Kelly Enquist; Pledge of Allegiance – Jenn Nielsen

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. South Davis Recreation District Presentation.
4. Consider Request to Defer the Construction of Public Improvements for Pope Property at 1188 West 400 North.
5. Consider Request to Defer the Construction of Public Improvements for Russell Property at 1257 West 1200 North.
6. Resolution 588-26 – A Resolution Authorizing the Execution of the Interlocal Cooperation Agreement with Davis County Relating to the Conduct of Community Development Block Grant Program for Federal Fiscal Years 2027, 2028, and 2029.
7. Meeting Minutes from April 7th, 2026.
8. Staff Reports–Police, Public Works, Engineering, Admin & Community Development.
9. Mayor/Council Reports.
10. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
11. Adjourn.

This agenda was posted on the State Public Notice website (Utah.gov/pmn), the city website (WBCityut.gov), posted at city hall, and emailed to the Mayor and City Council on April 17th, 2026.

MEMORANDUM

TO: **Mayor & Council**

DATE: **April 17, 2026**

FROM: **Kris Nilsen, City Engineer**

RE: **Request to Defer the Construction of Public Improvements to the Frontage of the Pope Subdivision at 1188 West 400 North**

This memo introduces a request to defer the installation of public improvements as part of the approval of a subdivision proposed by Chance Pope (owner).

Background

Chance Pope has applied for a two-lot subdivision (see attachment "A", utility plan) at the above address and received Preliminary Plat approval from the Planning Commission. The Owner is now in the process of Final Plat review through City Staff.

The approval of all subdivisions, regardless of size, require the installation of public improvements (curb, sidewalk, asphalt, drainage, streetlight, etc.) to meet the City's design standards (WBMC 16.20.020), but may be waived, modified or deferred by agreement when the city council finds compelling reasons why the city's interests are better served by deferring the construction. The owner has submitted a request to the city council to defer the installation of public improvements (see attachment "B" request for deferral).

The owner has requested to defer all public improvements on 400 N, including a necessary streetlight.

Analysis

Generally, the city has granted deferrals for individual building permits on parcels when the new improvements are not contiguous with existing infrastructure, but is not bound by that precedent in all cases.

Possible reasons in favor of granting the deferment request in whole or part:

1. This area of 400 North will be designed as a larger project from 1450 West to 1100 West. The future development to the west will likely have considerable impact on the design of these future improvements. A design for a larger project would consider more than just the frontage of the Gappmayer Parcel, and would ensure a more comprehensive and efficient design for grading and drainage on 400 N between 1100 W and 1450 W.
2. The existing centerline grade of this section of 400 north is near flat. If the frontage improvements are installed now, the slope on the new curb may need to ramp up and down, requiring additional width of the existing asphalt street to be regraded to match the new curb slope.

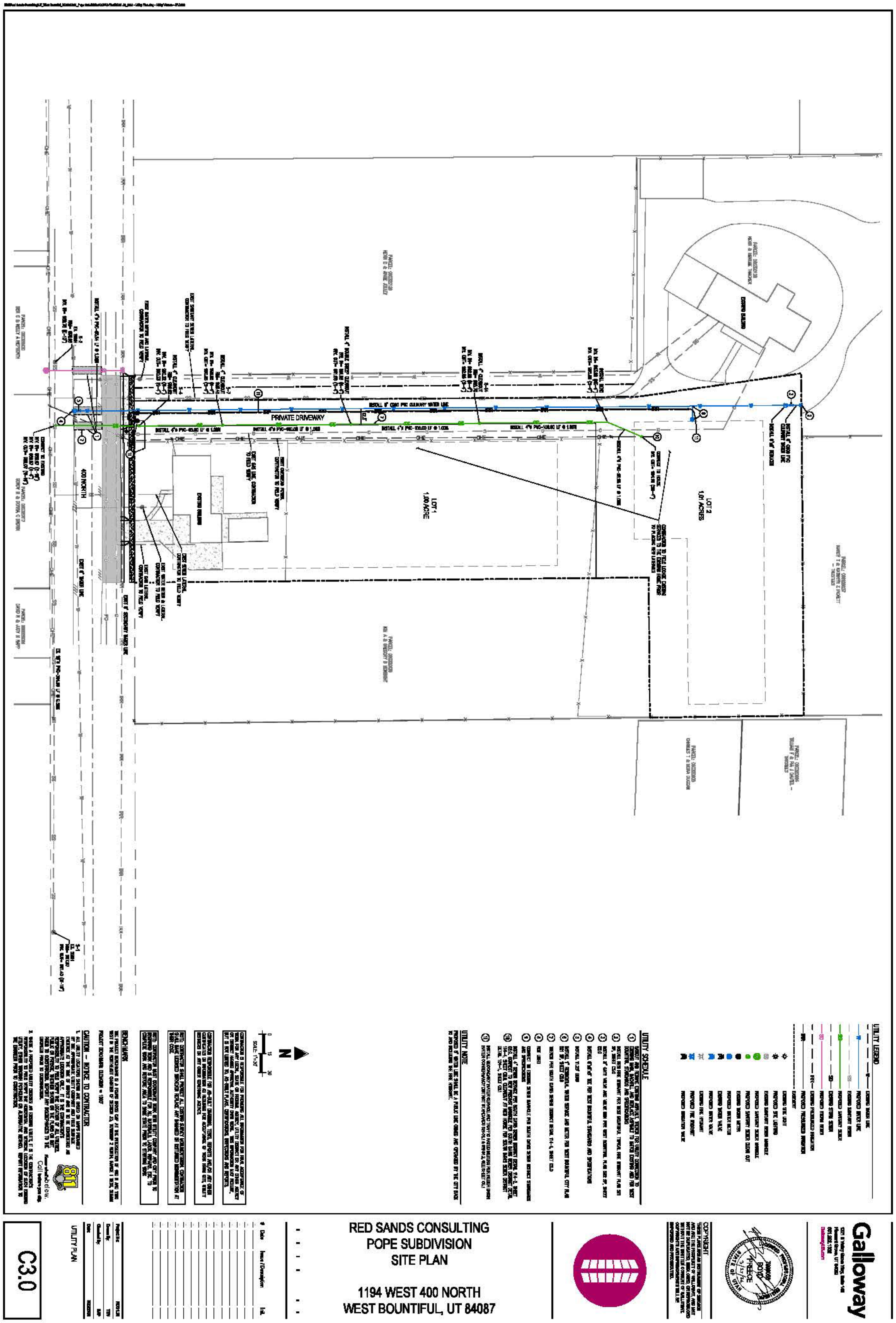
Possible reasons to deny the deferment request in whole or part:

1. A deferment is an exception to the requirement.
2. Continuing to defer improvements possibly delays the completion of full improvements in this area.
3. Calling deferment agreements due is often challenging for municipalities.

Staff is generally supportive of a deferring the 400 N improvements for this project. The owners should recognize that it is likely that the city triggers the deferral agreement terms in the near future.

A motion to approve the deferral could be: "I make the motion that the city council finds that there are compelling reasons, as described in the staff memo, why the city's interests are better served by deferring the construction of certain public improvements [COUNCIL SHOULD LIST IMPROVEMENTS BEING DEFERRED] related to the proposed Pope Subdivision at 1188 West 400 North, and that the mayor is hereby authorized to execute the city's standard deferral agreement, subject to review by the city engineer and city attorney."

Attachment "A"
Utility Plan – Pope Subdivision



550 North 800 West, West Bountiful, UT 84087   (801) 292-4486

Attachment "B"
Request for Deferral – Pope Subdivision

With this email we formally request a deferral of Public Improvements for the Pope Subdivision Project along 400 North including the curb and gutter, sidewalk, storm drain catch basin as well as the light pole.

Red Sands Consulting

Spencer W. Llewelyn, PLS

550 North 800 West, West Bountiful, UT 84087   (801) 292-4486

MEMORANDUM

TO: Mayor and City Council

DATE: April 17, 2026

FROM: Kris Nilsen, City Engineer

RE: **Request to Defer the Construction of Public Improvements to the Frontage of The Russell property at 1257 West 1200 N.**

This memo introduces a request to defer the installation of public improvements as part of the approval of the proposed building permit at 1257 W 1200 N.

Background

Public improvements (curb, sidewalk, asphalt, drainage, etc.)are required to be installed on the frontage of the property under WBC 15.08.050 "Public Improvements Required for Building permit Approval", as part of the approval for a building permit for the construction of a new main residential structure or addition that increases the total footprint by 50%, but may be deferred by agreement when the city council finds compelling reasons why the city's interests are better served by deferring the construction.

The owner is now in the process of completing a building permit for the construction of a new addition to the residential main structure. The required public improvements include road widening, storm drain, curb and sidewalk. If frontage improvements are required to be installed at this time the improvements would not connect to any existing curb, sidewalk or widened street. The total frontage of the parcel is 175.63 feet (see attachment "A" site plan).

The owner has submitted a request to the city council to defer the improvements (see attachment "B" Deferral request).

Analysis

Generally, the city has granted deferrals when the new improvements are not contiguous with existing infrastructure, but is not bound by that precedent in all cases.

Possible reasons in favor of granting the deferment request:

1. 1200 North will likely not be fully designed with all improvements until a larger project from 1100 West to the west end turn-around is contemplated. Future development to the south could have considerable impact on the design of these future improvements. A design for a larger project would consider more than just the frontage of the Russell Parcel, and would ensure a more comprehensive and efficient design for grading and drainage on 1200 N from 1100 W and to the west end of 1200 N.

2. The existing centerline grade of this section of 1200 north is near flat. If the frontage improvements are installed now, the slope on the new curb may need to ramp up and down, requiring additional width of the existing asphalt street to be regraded to match the new curb slope.

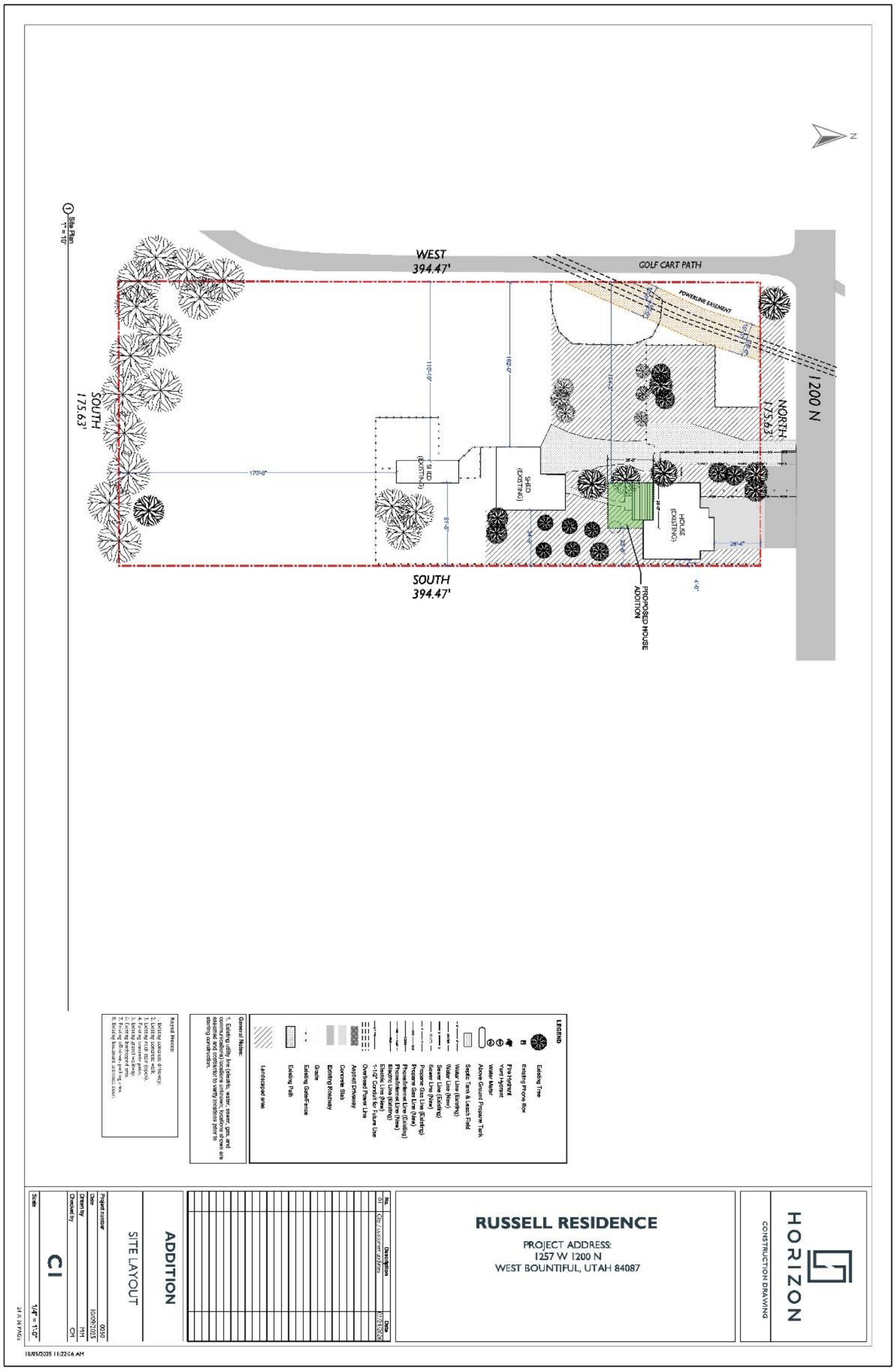
Possible reasons to deny the deferment request:

1. A deferment is an exception to the requirement.
2. Continuing to defer improvements possibly delays the completion of full improvements in this area.
3. Calling deferment agreements due is often challenging for municipalities.

Staff is generally supportive of a deferral agreement for this project.

A motion to approve the deferral could be: “I make the motion that the city council finds that there are compelling reasons, as listed in the staff memo, why the city’s interests are better served by deferring the construction of certain public improvements related to the proposed building permit at 1257 W 1200 N, and that the mayor is hereby authorized to execute the city’s standard deferral agreement, subject to review by the city engineer and city attorney.”

Attachment “A” Site Plan



Attachment “B”
Request for Deferral of Installation of Public Improvements

To whom it may concern,

I am writing to request a delay (deferral) to install a curb and gutter at the Stephen Russell home at 1257 W 1200 N. We are trying to add an additional 1,207 SQFT of livable space to their home. We are requesting this deferral as that no other home on the street is set up with a curb and gutter.
Thank you for your consideration in this.

Christopher Feik
President/Owner
Adams Canyon Construction, LLC
801-436-7490

Good afternoon everyone,

Davis County is currently requalifying as an Urban County to administer the Community Development Block Grant (CDBG) for fiscal years 2027–2029.

To ensure your city remains eligible for these federal funds, HUD requires an updated interlocal agreement and a supporting resolution. If it’s possible could you please have your city council approve these by May 12th and send back shortly thereafter.

I have attached the agreement and a draft resolution for your review. If HUD requires any further modifications to these documents, I will notify you.

Please let me know if you have any questions or need any additional information.

Best,
Samantha

Davis COUNTY

Samantha Brand
Grant Administrator
COMMUNITY AND ECONOMIC DEVELOPMENT
P.O. Box 618, Farmington, UT 84025
61 South Main Street, Suite 304
Farmington, Utah 84025-0618
801-451-3256
sbrand@daviscountyutah.gov
Connects. You.

WEST BOUNTIFUL CITY

RESOLUTION #588-26

A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

WHEREAS, the Utah Interlocal Cooperation Act, codified at *Utah Code Ann § 11-13-101, et seq.,* as amended, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to provide joint services or engage in cooperative action; and

WHEREAS, West Bountiful City and Davis County desire to enter into a cooperative agreement pursuant to the Utah Interlocal Cooperation Act, regarding the designation of Davis County as an urban county for purposes of entitlement funding for community development block grants (CDBG) and the City's participation in the same.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Bountiful City, Utah that the Interlocal Cooperation Agreement between West Bountiful City and Davis County related to the CDBG Program for Federal Fiscal Years 2027, 2028, and 2029, attached as Exhibit A, be approved.

EFFECTIVE DATE: This Resolution shall take effect immediately upon passage.

ADOPTED by the City Council of West Bountiful City, Utah, this 21st day of April, 2026.

____
Kenneth Romney, Mayor

Voting by the City Council:	Aye	Nay
Councilmember Ahlstrom	____	____
Councilmember Butterfield	____	____
Councilmember Enquist	____	____
Councilmember Nielsen	____	____
Councilmember Thompson	____	____

ATTEST:

____
Remington Whiting, City Recorder

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

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

RECITALS

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

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

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

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

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

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

G. The Parties desire to enter into this Agreement.

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

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

consortium with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.

C. The City may receive a formula allocation under the Emergency Solutions Grants ("ESG") program only through the County, as an urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.

3. The period covered by this Agreement is federal fiscal years 2027, 2028, and 2029 (the "Three-year Qualification Period"). This Agreement commences on October 1, 2026 and will remain in effect through the later of September 30, 2029, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries, including CDBG program activities and projects within the City's municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City's municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City's municipal boundaries.
5. The Parties agree to:

A. Take all actions necessary to assure compliance with the County's certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152;

B. Comply with Section 109 of the Act, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968;

C. Comply by signing the assurances and certifications in the HUD 424-B;

D. Comply with all other applicable laws; and

E. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.

6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local government, including the City that does not affirmatively further fair housing within its

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

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

To the City: West Bountiful Att: Duane Huffman 550 N 800 W West Bountiful, UT 84087	To the County: Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025

12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.
14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. In that regard there are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.

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

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

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

DAVIS COUNTY, UTAH

____

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

ATTEST:

____

Brian McKenzie
Davis County Clerk
Dated:______________________________

LEGAL OPINION

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

____

Chris Preston
Davis County Civil Attorney
Dated:______________________________

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

CITY OF WEST BOUNTIFUL, UTAH

____
Kenneth Romney
Mayor
Dated:______________________________

ATTEST:

____
Remington Whiting
City Recorder
Dated:______________________________

LEGAL OPINION

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

____
Steve Doxey
Attorney for the City of WEST BOUNTIFUL
Dated:______________________________

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **April 7th, 2026,** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members James Ahlstrom, Dell Butterfield, Kelly Enquist, Jenn Nielsen, and Julie Thompson

STAFF: Duane Huffman (City Administrator), Brandon Erekson (Chief of Police), Steve Maughan (Public Works Director), Kris Nielsen (City Engineer), and Remington Whiting (City Recorder)

PUBLIC: Alan Malan, Alan Sutton, Joyce Price, Richmond Thornley, Dennis Vest, Anne Williams, Michael Johnson, Justin Hosino, Ryan Kitchen, Braden Andersen, Mike Hansen, Simon Mortensen, Gray Thomas, Lauren Wallentine, Hayley Mortensen, Paula Ferionte, Trisha Hepworth

EXCUSED: Steve Doxey (City Attorney)

Work Session – FY 2027 Budget First Look and Priorities Discussion

Duane began by reviewing the budget process. He then reviewed the general fund over the past five years. He reported that the general fund is in a healthy state. He then reviewed projected unrestricted revenues and baseline operating expenses.

Expenditures categories were reviewed, including employee wages and benefits. Other expenditure topics included capital projects and equipment. Council member Enquist inquired about employment tuition reimbursement and Duane explained that there have been no funds used from the current year's budget.

Duane then reviewed the Golf Fund for the last five years. He then discussed projected expenditures on new golf equipment, fencing, and cart paths.

Other enterprise funds were then discussed. He outlined possible expenses for water line replacement projects. He then noted that expenditures for the Solid Waste fund could include fee structures and green waste.

Parks Capital (RAP and Impact) Funds were then discussed. He discussed the RAP tax and stated that there are no big projects planned for next year, and the city will likely continue to save. He then explained that a portion of the park impact fees need to be spent. Potential projects discussed previously were lighting and trailhead improvements. Mayor Romney asked what the time frame was for the spending. Duane will research the deadline. There was some discussion on if trees were eligible under impact fees and about adding a dump station at the trailhead.

The next item discussed was the Council priorities list in conjunction with the budget. Duane then asked for additional budgetary items to consider. Item brought up included the possibility of sharing a code enforcement officer with Centerville, providing programs for senior citizens and young adults, increased youth city council funds, a concert stage at the park, and future EMPAC committee requests. Duane concluded by again reviewing the budget process, with the Tentative Budget being presented in May.

Regular Meeting

Mayor Romney called the meeting to order at 7:30 pm. Julie Thompson gave an invocation, and the Pledge of Allegiance was led by Kelly Enquist.

1. **Approve Agenda**

   MOTION: ***Jenn Nielsen made a motion to approve the agenda. James Ahlstrom seconded the Motion which PASSED by unanimous vote of all members present.***

2. **Public Comment.**

   Alan Malan - 772 W 1400 N – Mr. Malan requested a correction to the February 17th meeting minutes, clarifying that he attended the Emergency Operation Center opening with the HAM Radio Club, not a HAM radio meeting.

3. **UTA Front Runner Double Track Presentation.**
   Braden Anderson presented on behalf of UTA and UDOT, including a video outlining the project's goals which included increasing frequency, ridership, reliability, transportation options, and economic development. He noted that existing demand supports the project, and there will be minimal impact on the city. Completion is anticipated in 2030.
   Council discussion included questions about whether the project creates or responds to demand, train frequency and crossing shutdown coordination, and city access during construction. Responses indicated that the demand already exists, crossings will not have consecutive shutdowns, and access points will remain open without extended closures, and coordination between UTA and UDOT. The mayor asked for confirmation that UTA will cover quiet zone crossing requirement costs. Additional bus routes to and from the station were also discussed.

4. **Consider Johnson Utility Overcharge Reimbursement Request.**
   Duane explained that Mr. Johnson had likely been billed for two garbage cans since 1991, resulting in an overcharge of approximately $3,332.50. Staff recommended deliberation in a closed session. Mr. Johnson addressed the council, described how he discovered the error, and provided supporting records, and requested reimbursement. Council member Ahlstrom asked about the discrepancy between the requested amount and the memo amount, and Duane explained that at the time of the initial request, Mr. Johnson was still compiling the full documentation. Duane then outlined upcoming changes to the billing process.

5. Consider Toastmasters Club City Hall Rental Fee Waiver Request.

Duane presented a request from TnT Toastmasters Club to waive fees associated with renting the conference room at City Hall. Alan Sutton thanked staff and explained the club's nonprofit status, purpose, community contributions, and need for renting the space. Council discussion addressed alternative locations, scheduling conflicts, prior fees, and benefits to residents. Mr. Sutton noted the club is open to all and currently has no formal outreach but is open to future opportunities, including involvement with Youth City Council and other groups.

MOTION: ***James Ahlstrom made a motion to authorize the City Administrator to waive the fee contingent upon an approved service plan that benefits the residents of West Bountiful and potentially nearby schools. Jenn Nielsen seconded the motion which PASSED.***

The vote was recorded as follows:

James Ahlstrom – Aye	Dell Butterfield – Aye
Kelly Enquist – Aye	Jenn Nielsen – Aye
Julie Thompson – Aye	

6. Consider Request to Defer the Construction of Public Improvements for Gappmayer Property at 1307 West 400 North.

Duane explained that the property owner demolished the existing residence and is applying for a permit to build a new home. Required public improvements include road widening, storm drainage, curb, and sidewalk; however, installing them now would not connect to existing infrastructure.

Under city code, these improvements are required for permit approval but may be deferred by agreement if the council determines deferral better serves the city's interests.

MOTION: ***James Ahlstrom made a motion that the city council finds that there are compelling reasons why the city's interests are better served by deferring the construction of certain public improvements related to the proposed Gappmayer Building Permit (#1929), and that the mayor is hereby authorized to execute the city's standard deferral agreement, subject to review by the city engineer and city attorney. Kelly Enquist seconded the motion which PASSED.***

The vote was recorded as follows:

James Ahlstrom – Aye	Dell Butterfield – Aye
Kelly Enquist – Aye	Jenn Nielsen – Aye
Julie Thompson – Aye	

7. Consider Playground Options for Childs Park Remodel.

Following a prior presentation of three playground options, residents requested more natural designs. Duane shared updated illustrations and discussed safety and liability. The council reviewed cost, and scope, noting that the park would primarily serve nearby residents.

Lauren Wallentine expressed support for the park as a space for community connection, including seating. Duane suggested setting a cost limit and having staff collaborate with residents and a council member to refine the plan. Julie Thompason agreed to work with staff on the project.

MOTION: ***James Ahlstrom made a motion to authorize the City Administrator to move forward with expenditures up to $75k for park playground, benches, and improvements for the Charnell Project. Julie Thompson seconded the motion which PASSED.***

The vote was recorded as follows:

James Ahlstrom – Aye
Dell Butterfield – Aye
Kelly Enquist – Aye
Jenn Nielsen – Aye
Julie Thompson – Aye

8. Consider Proposed Police Department Budget Amendment Request.

Chief Erekson is working to consolidate data in a central location and expand use of Lexipol for policies and training. Staff will proceed in hopes of not needing a budget amendment.

9. Consider Miscellaneous Concrete Award.

Staff recommended awarding the 2026 Concrete Replacement Project to JMR Construction Inc. as a per-unit contract, with no total dollar amount specified. Staff explained the bid submission, review, and award process, followed by council discussion. Staff will send out a summary sheet to council members.

MOTION: ***Kelly Enquist made a motion to award the 2026 Concrete Replacement Project JMR Construction. Dell Butterfield seconded the motion which PASSED.***

The vote was recorded as follows:

James Ahlstrom – Aye
Dell Butterfield – Aye
Kelly Enquist – Aye
Jenn Nielsen – Aye
Julie Thompson – Aye

10. Consider Purchase Approval of Asphalt at Lakeside Golf Course.

Duane reviewed the memo, noting that the FY 2026 budget includes $50,000 for asphalt/cart path work at the golf course, including improvements to the maintenance area and cart paths. Quotes were obtained for multiple project areas. Staff recommended awarding the project to Preferred Paving. Discussion followed regarding the variance in bids, with staff noting differences in company size and pricing.

MOTION: ***Dell Butterfield made a motion to approve the purchase of Asphalt at Lakeside Golf Course from Preferred Paving. James Ahlstrom seconded the motion which PASSED.***

The vote was recorded as follows:

James Ahlstrom – Aye
Kelly Enquist – Aye
Julie Thompson – Aye
Dell Butterfield – Aye
Jenn Nielsen – Aye

11. Consider Mill/Pavement Award.

Duane explained that the project involves asphalt repairs. The project was publicly advertised, and four complete bids were received. Staff reviewed qualifications and recommended awarding the project to Preferred Paving LLC as the lowest responsible bidder.

MOTION: ***Dell Butterfield made a motion to award the Mill/Pavement project to Preferred Paving. Kelly Enquist seconded the motion which PASSED***

The vote was recorded as follows:

James Ahlstrom – Aye
Kelly Enquist – Aye
Julie Thompson – Aye
Dell Butterfield – Aye
Jenn Nielsen – Aye

12. Consider 2026 Storm Water Coalition Interlocal Agreement with Davis County.

Duane introduced a proposed interlocal agreement for continued participation in the regional storm water coalition. Kris Nilsen noted a potential future amendment. Staff recommended authorizing the mayor to execute the agreement.

MOTION: ***James Ahlstrom made a motion to approve the 2026 Storm Water Coalition Interlocal Agreement with Davis County. Jenn Nielsen seconded the motion which PASSED.***

The vote was recorded as follows:

James Ahlstrom – Aye
Kelly Enquist – Aye
Julie Thompson – Aye
Dell Butterfield – Aye
Jenn Nielsen – Aye

13. Meeting Minutes from February 17th and 27th, 2026.

Alan Malan requested a correction to the February 17th meeting minutes, clarifying that he attended the Emergency Operation Center opening with the HAM Radio Club, not a HAM radio meeting.

MOTION: ***James Ahlstrom made a motion to approve the meeting minutes, with the corrections made to February 17th and 27th, 2026. Dell Butterfield seconded the motion which PASSED by unanimous vote of all members present.***

14. Staff Reports

Police Department – Brandon Erekson
- Interviews will be held on Monday for the open police officer position.
- The department received an application for the crossing guard position.
- The new EV vehicle will be delivered in the next couple of weeks.

Public Works – Steve Maughan
- Austin Hermansen started full-time today and has been a great addition so far.
- Spring Cleanup will be held this week.
- Staff will meet with the contractor on the 660 W Phase II Project, and it will be starting soon.

Engineering – Kris Nilsen
- Working on several subdivision finals and bonding.
- Staff continue to work on finalizing a plan for the Baldwin water line.

Administration/Community Development – Duane Huffman
- Due to updates in Utah State Code, laws related to detached ADUs are required. The Planning Commission and staff requested a joint meeting to discuss the changes, and Duane will follow up with proposed dates.
- UDOT requested landscaping options for the I-15 interchange project. Dell Butterfield and Kelly Enquist will work with staff and UDOT to develop solutions.

15. Mayor/Council Reports

Kenneth Romney:
- Jeff Larsen has been appointed the interim fire chief. The committee is currently reviewing the process for hiring a new fire chief.
- The South Davis Sewer District is continuing upgrades at the treatment plant.

Dell Butterfield:
- Attended a county emergency management meeting and tour of the new facility.
- A work session was held at the Recreation Center yesterday to review membership needs and determine required staffing.

James Ahlstrom:
- Nothing to report.

Kelly Enquist:
- The Arts Council will be hosting the Viewmont High Guitar Club for the monthly concert.
- Mosquito Abatement has completed all the tree-hole canvassing and will start spraying within the next couple of weeks.

Jenn Nielsen:
- Wasatch Integrated is awaiting the award decision for field trip busing services.
- Methane recovery facility (Ameresco) will be up and running by March.
- Attending the Solid Waste Association Conference (RCon) at the end of September.
- YCC Easter Egg Scramble was amazing and attendance was great.
- YCC is being restructured. Melissa will be resigning in May, and the council will need to appoint a new advisor.
- The Youth City Council is interested in enrolling in a training program offered through USU Extension.

- Preparations for the 4th of July celebration are underway, with a planning meeting scheduled for the 27th.
- Discussion was held regarding a dog waste station located on city property near the school and whether it should be removed.

Julie Thompson:

- Recognition was given to the Youth City Council and Parks Department for their work on the Easter Egg Scramble.
- The Planning Commission discussed detached dwelling units and ADU's in preparation for the upcoming joint meeting.

16. Adjourn.

MOTION: ***James Ahlstrom made a motion to move into closed session in the police conference room to discuss pending or reasonably imminent litigation and to have the adjournment of that meeting be the adjournment of this meeting. Dell Butterfield seconded the motion which PASSED by unanimous vote of all members present.***

The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on April 21st, 2026.

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Remington Whiting, City Recorder