CITY OF
NORTH SALT LAKE
UTAH

10 East Center Street
North Salt Lake, UT 84054
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CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING
NOTICE & AGENDA
JULY 21, 2026

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on the above noted date at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm followed by the regular session at 7:00 pm in the Council Chambers.

Meetings of the City Council may be conducted via electronic means pursuant to Utah Code Ann. §52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted in accordance with the City's Electronic Meetings Policy.

The following items of business will be discussed; the order of business may be changed as time permits:

WORK SESSION – 6:00 p.m.

1. Update from the Davis County Library Director, Josh Johnson
2. Discussion and Consideration of City Hall Beautification Project on Main Street Park
3. Adjourn

REGULAR SESSION – 7:00 p.m.

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Councilmember Tammy Clayton and Elephant Rock Strings
3. Citizen Comment
4. Consent Agenda Items:
    a. Approval of City Council Minutes of June 16, 2026
    b. Approval of City Council Minutes of June 30, 2026
    c. Approval of Proposed Vehicle and Equipment Purchases for Public Works
    d. Approval of Resolution 2026-29R: A Resolution Declaring Certain Public Works Vehicles and Equipment as Surplus Property and Authorizing Its Proper Disposal
    e. Bid Award to Holbrook Asphalt for the 2026 Street Preservation Project in the Amount of $699,995.69

5. Consideration of Resolution 2026-30R: A Resolution Approving a Franchise Agreement with FirstDigital Telecom LLC (Agreement 2026-26A)

6. Discussion of Use of Funds in the Redwood Road Community Development Project Area

7. Discussion of Use of Remaining Funds of the Foxboro Wetland Park Improvements Project

8. Action Items

9. Council Reports

10. City Attorney Report

11. Mayor's Report

12. City Manager Report

13. Adjourn

CLOSED SESSION

1. Possible closed session for the purpose of discussing the character professional competence, or physical or mental health of an individual; to discuss pending or reasonably imminent litigation; to discuss the purchase, exchange, sale, or lease of real property; or to discuss the deployment of security personnel, devices, or systems. *Utah Code 52-4-205*

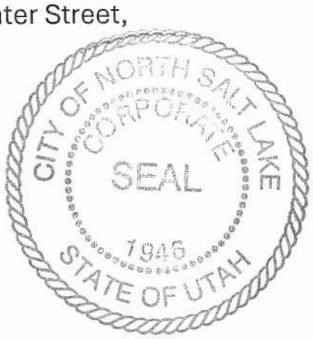
City Council meetings are open to the public. If you need special accommodation to participate in the meeting, please call (801) 335-8709 with at least 24 hours' notice. This meeting will be broadcasted live through the City's YouTube channel:
https://www.youtube.com/@nslutah4909/streams

Notice of Posting:
I, the duly appointed Deputy City Recorder for the City of North Salt Lake, certify that copies of the forgoing agenda for the City Council meeting(s) were posted on the Utah Public Notice Website: https://www.utah.gov/pmn/, City's Website: https://www.nslcity.gov, and at City Hall: 10 East Center Street, North Salt Lake.

Date Posted: July 20, 2026

Wendy Page

Wendy Page, City Recorder



Summary Guide of City Council Agenda Items for
July 21, 2026

This document is provided as a way to briefly understand the most important content and purposes of the agenda items at the upcoming meeting. It is hoped that this summary guide will assist you as you study in preparation for this meeting.

6:00 p.m. – City Council Work Meeting
Item 1: Update from Josh Johnson, Davis County Library Director, related to the North Salt Lake satellite library facility – No Council action required.

Item 2: Discussion and consideration of concept plans related to City-owned property on the south side of City Hall – Council motion may be made in order to give further direction on this project.

7:00 p.m. – Convene in a Regular City Council Meeting
Item 1-3: Introduction, Thought or Prayer and Pledge of Allegiance, Citizen Comment

Item 4: Consent Agenda – Council action required. As a reminder, these five items may be approved in one City Council motion.

a. Approval of City Council minutes of June 16, 2026
b. Approval of City Council minutes of June 30, 2026
c. Approval of vehicle and equipment purchases for the PW Department – See four memos, one for each purchase.
d. Approval of Resolution 2026-29R: A resolution declaring surplus property in the PW Department – see attached memo.
e. Bid award for the 2026 Street Preservation Project – see attached memo and map.

Item 5: Consideration of Resolution 2026-30R: A resolution approving a franchise agreement with FirstDigital – Council action required. This proposed franchise agreement grants to FirstDigital a right to use public rights of way and easements for the installation of telecommunications infrastructure within the City. It is identical to other telecommunications franchise agreements.

Item 6: Discussion of use of funds in the Redwood Road CDA – Council motion may be made in order to give further direction on this project. Cost estimates will be presented on possible public improvements within the CDA project area.

Item 7: Discussion of use of remaining funds of the Foxboro Wetlands Park Improvements Project – Council motion may be made in order to give further direction on this project. Cost estimates will be presented on possible improvements within the Foxboro Wetlands Park.

Items 8-12: Action Items and reports from the City Council, City Attorney, Mayor and City Manager.

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MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: July 21, 2026

SUBJECT: Work Session Items

There are two items in the work session: A report from Josh Johnson, Davis County Library Director and a review of a concept plan for the City-owned property south of City Hall.

The report on the North Salt Lake library branch will include an update about when the satellite library will be open and what services will be available to the public. No action is needed on this item.

The City Council instructed City staff to work on conceptual plans for the unimproved and City-owned triangular shaped parcel on the south side of the City Hall property. The property has been the subject of beautification efforts within the Town Center area. We asked G. Brown Design to look at the property and come up with a conceptual plan for the Council to review. They will present that plan in the work meeting.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
CITY HALL-10 EAST CENTER STREET, NORTH SALT LAKE
JUNE 16, 2026

DRAFT

This meeting was preceded by the Redevelopment Agency meeting.

Mayor Horrocks welcomed those present at 7:44 p.m. Emily Rose Stephens provided a thought during the Redevelopment Agency meeting and then during the City Council meeting Tammy Clayton led those present in the Pledge of Allegiance.

PRESENT: Mayor Brian Horrocks
Councilmember Tammy Clayton
Councilmember Suzette Jackson
Councilmember Ted Knowlton
Councilmember Heidi Smoot

EXCUSED: Councilmember Alisa Van Langeveld

STAFF PRESENT: Ken Leetham, City Manager; Heidi Voordeckers, Finance Director; Jon Rueckert, Public Works Director; Sherrie Pace, Community Development Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Tyler Abegglen, Golf Course Director; Todd Godfrey, City Attorney; Wendy Page, City Recorder.

David Frandsen, Assistant City Manager, was not present at this meeting.

OTHERS PRESENT: Dee Lalliss, Conrad Jacobson, Carolyn Jacobson, Ryan Holbrook, Lisa Midgley, residents; Chief Jeff Larsen, South Davis Metro Fire Service Area.

1. CITIZEN COMMENT

There were no citizen comments.

2. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2026-22R: A RESOLUTION ADOPTING AMENDMENTS TO THE 2025-2026 FISCAL YEAR BUDGETS

Heidi Voordeckers reported on the final amendments for the 2025-2026 fiscal year budget. She noted these included additional revenues (sales tax, golf operations, interest, transfers) in the amount of $1,335,300. She added that a large part of the transfers was related to the RDA (from the General Fund, admin for RDA, Housing Fund, Hatch Park/Debt Service Fund). She continued with increases in operating expenditures of $258,820 which were largely related to golf course operations (increased costs, cost of sales, equipment), General Fund travel, and IT services. She added that the travel costs included registration fees for a conference the City Council attended.

Heidi Voordeckers reviewed the increase in Capital expenditures of $275,000 related to the Water Fund, Storm Drain Fund, and Street Fund. She said this encompassed three projects including the Coventry/Freedom project, 850 North/900 North/Madsen Lane, and the emergency repairs on David Way. She shared the total impact was a net increase overall to citywide fund balance of $701,480. She presented the transfers in and out including those approved by the RDA Board. Ms. Voordeckers clarified the additional expenses related to the capital projects including soft spots for the 850 North/900 North/Madsen Lane and geotechnical services, design fees, and micro pile overage for David Way.

Mayor Horrocks opened the public hearing at 7:49 p.m.

Dee Lalliss, resident, commented that he had reviewed the budget and mentioned that it had been presented during public meetings several times. He felt it would be acceptable to the public.

Tyler Abegglen reviewed budget amendment items related to the Eaglewood Golf Course. He explained that these increased expenses were for machinery equipment and capital changes. He continued that this included an irrigation radio wave measuring device for moisture content in the soil. He said the course was currently using a system they had to manually adjust which was not feasible. Mr. Abegglen noted the $24,500 cost of the equipment and $4,000 for a one year subscription for a total initial investment of $28,500. He estimated the 10% water savings at $18,000 a year and water conservation.

Mayor Horrocks asked if the Parks Department could borrow the equipment. Tyler Abegglen replied affirmatively and said that would increase the initial cost to include mapping where the sprinklers were on other City owned properties. He added that the system was also compatible with the current Toro irrigation at the golf course.

Councilmember Jackson thanked Tyler for continuing to think outside the box which tended to result in revenue boosts or savings. She spoke on water usage at the golf course and commended Tyler for his conscientious ways in trying to save water and irrigating less while achieving the maximum result.

Tyler Abegglen mentioned several years ago when Weber Basin Water Conservancy District cut water usage down to 40% and how the proposed technology would make this easier to implement. He also said this technology would help to solve issues with inconsistencies.

Mayor Horrocks closed the public hearing at 8:01 p.m.

Councilmember Clayton moved that the City Council approve Resolution 2026-22R: a resolution approving and adopting amendments to the 2025-2026 General Fund, Housing Fund, Local Building Authority, RAP Tax/Debt Service, Parks Capital Projects, Road Capital Projects, Water Capital Projects, Storm Water, and Golf Fund Budgets. Councilmember Jackson seconded the motion. The motion was approved by Councilmembers Clayton, Jackson, Knowlton, and Smoot. Councilmember Van Langeveld was excused and not present for the vote.

3. CONSIDERATION OF RESOLUTION 2026-23R: A RESOLUTION SETTING THE CERTIFIED PROPERTY TAX RATE FOR ALL PROPERTY LOCATED WITHIN THE CITY BOUNDARIES FOR FISCAL YEAR 2026-2027

Heidi Voordeckers reported on the certified tax rate for fiscal year 2026. She compared the certified tax rate for fiscal year 2026 and 2027:

2026

Tax rate:	.000855
Revenues:	$3,016,022
	$64,813 from new growth ($75 million)

2027

Tax rate:	.000805
Revenues:	$3,139,460
	$123,554 from new growth ($153 million)

Ms. Voordeckers explained that this Resolution would adopt the certified tax rate which needed to be submitted to the County by June 22nd.

Councilmember Knowlton moved that the City Council approve Resolution 2026-23R: a resolution setting the certified property tax rate for all property located within the City boundaries for fiscal year 2026-2027. Councilmember Smoot seconded the motion. The motion was approved by Councilmembers Clayton, Jackson, Knowlton, and Smoot. Councilmember Van Langeveld was excused and not present for the vote.

4. CONSIDERATION OF RESOLUTION 2026-24R: A RESOLUTION AMENDING THE CITY'S COMPREHENSIVE FEE SCHEDULE RELATED TO UTILITY RATES AND COLLECTIONS FEES

Heidi Voordeckers reported that staff had been reporting on revenues and the continuation of the Bowen and Collins study since the beginning of the budget process in February. She noted that it was year five of implementing the study and the proposal was for a 6% increase on water, a 10% increase in storm water, and no change in fee for garbage (continuation of year round pickup with a second Saturday pickup). She spoke on formal authorization needed to pass on a collection fee of 18% which was charged by the collection agency on delinquent accounts.

Ms. Voordeckers reviewed the six year recommendation related to the water and storm drain rate study and the new fee schedule. She noted this included changes to the base rates to encourage conservation and a potentially lower water bill. She also mentioned staff had performed an analysis for residential properties above 350 East and below 350 East.

Councilmember Jackson mentioned that she had researched where the City ranked compared to Bountiful, Farmington, and South Davis Water and determined the City was the only one that used a tiered system. She added that the City was right in the middle on average cost compared to the aforementioned entities. She said the City was only one that delineated different rates for different parts of the City which she objected to. She stated that the City did not charge more for snow removal, mosquito abatement, or police services based on location in the City but did charge more for water usage based on location.

Councilmember Jackson also spoke on implementing a tiered rate for commercial as it was a potential source of revenues using a car wash as an example. She commented that while the water system was based on the study that she disagreed with the east/west differential. Councilmember Smoot was in agreement and said her objection was that this was a dangerous precedent to charge different members of the community different rates for public services.

Mayor Horrocks commented that this study was an attempt to incentivize conservation. He asked about anticipated rates for 2028 and if another study would need to be completed to address the next five years. Ken Leetham replied that staff would continually study the issue. He explained that it did cost more to service different parts of the City which was demonstrated in the water and storm rate study. He mentioned that it could also be viewed as one group of residents subsidizing the service of another group of residents.

Councilmember Smoot reiterated that this method of charging one group of residents more for services could also be extended to other services and was dangerous. She felt this was not an equitable way to run a city. Ken Leetham responded that the City could implement different fees for services based on location. He gave the example that snow removal in the higher elevation areas of the City also cost more. He added the highest water usage was also on the east side of the City.

Ken Leetham continued that there was a push by the State for cities to utilize water rates in tiers and blocks to penalize high water users and reward low water users. He said this study reflected that push.

Councilmember Smoot agreed that high water users should be penalized but said that those above 350 East were paying more for where they lived and not based on usage. Ken Leetham clarified that it was not a penalty and that the study included the actual cost to deliver water to different parts of the City and based the rates off that methodology.

Mayor Horrocks commented that he had voted to support this as a member of the City Council and living above 350 East. He suggested the City Council could review this in the future.

Councilmember Jackson said it was not the resident's fault that the City chose to put their water wells and pumps on the west side. She mentioned that other east/west cities like Bountiful and Farmington just had one rate for their entire city. She added that police services were not utilized uniformly across the City but were subsidized by the entire City. She reiterated that the City should bear the cost for services equally.

Mayor Horrocks said the genesis for this was bonding for a water project and receiving a mediocre interest rate due to not funding water correctly. He spoke on how former City Councils decided to subsidize water usage from the General Fund without a guaranteed source of income and how this had since been corrected along with charging residents for what they actually used via a tiered system. He suggested reviewing this in 2028 with a new water study.

Ken Leetham clarified that the water study included recommendations for five years through 2027. He said the study specified annual fee increases and suggested the City Council review this at that time. He also mentioned the State may impose additional restrictions in the future as well.

Councilmember Knowlton moved that the City Council approve Resolution 2026-24R: a resolution amending the City's Comprehensive Fee Schedule related to utility rates and collection fees effective July 1, 2027. Councilmember Clayton seconded the motion.

Heidi Voordeckers clarified that correct effective date was July 1, 2026.

Councilmember Knowlton amended his motion to be effective July 1, 2026. Councilmember Clayton seconded the amended motion. The motion was approved by Councilmembers Clayton, Jackson, Knowlton, and Smoot. Councilmember Van Langeveld was excused and not present for the vote.

5. CONSIDERATION OF RESOLUTION 2026-25R: A RESOLUTION AUTHORIZING THE CITY TO “PICK-UP” THE EMPLOYEE PORTION OF THE TIER 2 HYBRID PUBLIC SAFETY CONTRIBUTION RATE

Heidi Voordeckers reported that this Resolution was related to authorizing the City to pick up the employee portion of the Tier 2 public safety contribution rate. She explained that in 2020 the Utah Retirement System (URS) revised their actuarial study and required that a portion of the retirement contribution come from the employee for public safety. She added that the caveat was that cities could opt to pick up that rate for those public safety employees that participated in the plan. She continued that the City opted to do this and that the rate had increased every two years.

Heidi Voordeckers stated that the City continued to pick up this rate on behalf of employees similar to neighboring cities. She reviewed the 2026 information which included an increase of 1.25% (from 4.73% to 5.98%), an impact to ten current employees, and an estimated cost of $10,160 which was offset by a decrease in other rates. She noted that URS had decreased city contribution rates overall over the last three years. Ms. Voordeckers continued that the City was saving $38,000 overall on retirements costs.

Councilmember Jackson moved that the City Council approve Resolution 2026-25R: a resolution authorizing the City to “pick up” the employee portion of the Tier 2 Hybrid Public Safety Contribution Rate of 5.98%. Councilmember Smoot seconded the motion. The motion was approved by Councilmembers Clayton, Jackson, Knowlton, and Smoot. Councilmember Van Langeveld was excused and not present for the vote.

6. CONSIDERATION OF RESOLUTION 2026-26R: A RESOLUTION ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2026-2027

Heidi Voordeckers reported that this was the same budget that was presented for the public hearing at the previous City Council meeting. She said no changes were proposed or presented at this time. She added that staff had noted the differences between the proposed budget and the one provided on the City’s website for the tentative budget. She noted the changes were related to some increases in sales tax, marketing and branding funds based on the strategic planning meeting, court wages/administration, and the Health and Wellness Committee budget. Ms. Voordeckers shared the total budgeted expenses of $37,146,201 which did not include the RDA funds which were approved earlier. She concluded the total net change in fund balance was $45,794.

Councilmember Smoot moved that the City Council approve Resolution 2026-26R: a resolution adopting the fiscal year 2026-2027 General Fund, Special Revenues Funds, Debt Service Fund, Capital Projects Funds, Enterprise Funds, and Internal Service Fund Budgets. Councilmember Jackson seconded the motion. The motion was approved by Councilmembers Clayton, Jackson, Knowlton, and Smoot. Councilmember Van Langeveld was excused and not present for the vote.

Mayor Horrocks mentioned the RDA meeting and the opportunity to spend $10 million. He spoke on the state of the City several years ago including the poor financial position of the golf course and trying to keep up with street deterioration. He commended staff on the current position of the City.

7. NOTIFICATION OF AND PUBLIC COMMENT ON THE TENTATIVE FY27 BUDGET AND PROPOSED PROPERTY TAX INCREASE BY THE SOUTH DAVIS METRO FIRE SERVICE AREA

Ken Leetham reported that he was on the Administrative Committee for the South Davis Metro Fire Service Area (SDMFSA) which was a committee tasked with reviewing budgets and costs and making recommendations to the Governing Board related to the finances of the Fire District. He explained that the Administrative Committee was comprised of City Managers from the five cities and a representative from Davis County. He continued that the Governing Board was comprised of the five mayors and a Davis County commissioner. He said those two entities recommended the Fire District address the budget shortfall of $1,898,276.

Mr. Leetham shared that a budget shortfall has occurred numerous times due to the fact that the fire service area has only one source of revenue which is property tax. He mentioned there were some user fees, ambulance fees, and other fees but said these did not cover the large cost of managing a fire district of 140,000 people. He attributed the budget shortfall mainly to growth in personnel costs and said there is a brief history of using property tax increases and some fund balance in the Fire District to keep up with expenses.

Ken Leetham explained the strategy was to raise property tax but not to fund the total shortfall. He said the Fire District would raise $1,301,970 in new revenue and use the existing fund balance of $676,118 to make up the remainder of the shortfall. He presented the current tax rate of 0.000519 and the proposed tax rate of 0.000603. He shared that the Fire District held a public hearing on June 15th and would hold a truth in taxation hearing on August 3rd. Mr. Leetham noted that State law required that the governing bodies of the city within the SDMFSA be informed of the proposed property tax increase. He added that the law also required that any citizen comment be accepted as well.

Councilmember Smoot calculated that based on previously provided information the average home value was $650,000/$700,000 which basically equated to a $5 a month increase per property.

Mayor Horrocks commented that the majority of the proposed increase was to keep up with salaries for SDMFSA personnel. He said the City funded the Tier 2 and recently approved a second assistant fire chief position.

Ryan Holbrook, resident, mentioned that inflation was a real issue related to keeping up with salaries. He asked if it would be prudent to plan on inflation every year of two to four percent and increase every year or to do big lumps over time. He suggested reviewing a 16% increase versus the last time there was an increase and compare that to inflation.

Mayor Horrocks spoke on burdensome legislation to discourage tax increases. He said there were arguments from the mayors to have a COLA in property taxes so there was a 2.2% increase each year rather than the need for a 16% increase.

Councilmember Smoot commented that a COLA or property tax increase every year was punitive for older residents who had paid off their homes.

Councilmember Jackson said the private sector did not provide COLAs and that as inflation and COLAs in government went up that salaries in the private sector followed the market even in economic downturns.

Mayor Horrocks said as the City raised police salaries to compete with other agencies that the SDMFSA had the same issue. He noted they currently had a severe shortage of paramedics.

Dee Lallis, resident, commented that every year the value of homes increased which was beneficial for those selling their homes. He mentioned that increasing property tax each year was a burden for those residents that were retired. He spoke on the balance of having competent firefighters who risked their lives and paying them what they were worth with residents on a limited budget.

Councilmember Knowlton asked when the last Fire District tax increase had been. Chief Larsen, South Davis Metro Fire Area, replied that the Administrative Committee (administrators, city managers, County controller) determined three years ago that a tax increase would fund three years before another increase was necessary.

Councilmember Knowlton asked how this increase related to inflation. He articulated that the cost of living in Utah had also exceeded inflation and salaries had to compete against cost of living. Chief Larsen responded that this was well beyond inflation and felt there were several factors including the second deputy chief position, increase in salaries and benefits, and a decrease in services for ambulance revenue.

Chief Larsen mentioned that Unified Fire Authority (UFA) was down 29 paramedics which was alarming due to circumstances at SDMFSA two years ago based on the restructuring that Unified Fire implemented on lateral transfers pertaining to paramedics. He noted the impact this had on other agencies who lost paramedics and employees to UFA. He provided some background on the SDMFSA who currently has 98 firefighters, five stations, and handled 7,500 calls in 2025.

Mayor Horrocks asked for additional information on why ambulance revenues were down. Chief Larsen replied there were several factors including cost of living issues pertaining to seniors and Medicare/Medicaid issues, reimbursements, and ambulance billing. He clarified that while the State set the ambulance rates that it was expensive to be transported via ambulance and older residents were opting out of being transported this way.

Councilmember Smoot commented that Medicaid/Medicare would not cover the full cost for ambulance services. Chief Larsen replied affirmatively and said there was a set rate of what they would reimburse and residents worried that they would be responsible for the difference including possible collection services. He added that this had been a trend since COVID along with other changes in the healthcare industry.

Chief Larsen spoke on providing the 2025 SDMFSA annual report which had been delayed due to the passing of Chief Stewart as well as two other firefighters, Brimhall and Schadegg. He commented that this report paid respect to these three individuals as well as providing SDMFSA statistics, and additional data.

Councilmember Clayton commented that she had attended Chief Stewart’s memorial services. She expressed condolences for the Fire District’s losses and gratitude for their efforts.

Mayor Horrocks thanked Chief Larsen for stepping into the position during this difficult time.

8. CONSIDERATION OF RESOLUTION 2026-27R: A RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

Ken Leetham reported that the City was required to enter into a cooperative agreement with the State Division of Forestry, Fire, and State Lands. He explained that if the City did not enter into an agreement that the City would be responsible for 100% of the cost of wildfire suppression for all fires that required State or federal resources. This applied to fires within the City or fires that originated in the City and migrated out of the City if they utilized State or federal resources. He noted that this was not an acceptable risk for the City and strongly recommended entering into this agreement with the State. He shared that this would ensure that 100% of the cost for those types of fires was covered.

Mr. Leetham continued that previously the South Davis Metro Fire Service Area had entered into a cooperative agreement on behalf of the City. He said that the State has since determined that the cities (Centerville, Bountiful, and NSL) at the most risk for this type of wildfire must enter into these agreements. He added that the City adopted the 2006 wildland urban interface (WUI) code last year but part of this agreement required the City to adopt a map that shows where the WUI code would apply. He shared the proposed map detailing any area in a risk category of five or greater which would be where the City would enforce the WUI code.

Ken Leetham also added that the other part of the agreement required the designated position in the City responsible for enforcement of the WUI code. He suggested that this position would be the City's Community Development Director.

Councilmember Jackson expressed previous concerns and reminded of promises made over a year ago that nothing residential would be affected and now NSL homes are on the proposed punitive obligatory map. Chief Larsen commented that legislation changed during the 2025 Legislative session involving the adoption of the 2006 WUI code requiring that the 2024 international WUI code and a map be adopted by January 1, 2027. He continued that the Fire District could no longer carry the agreement for all municipalities that they covered. He added that the City was notified by the State one week ago that the prior arrangement through the Fire District was no longer acceptable.

Councilmember Jackson asked who determined the proposed map. Chief Larsen replied that it was set by the State and based on the structural score.

Ken Leetham clarified that City's adoption of the WUI code also required the adoption of a map and how the City had discretion over how this code was enforced. He said the City would take a friendly approach to educate the public on fire danger. He continued that the City's program was a different program than the State and the County that came out to evaluate an individual house and assessed fees.

Councilmember Jackson asked about the program currently being discussed and who set the lines of the map. Ken Leetham replied that the State Division of Forestry, Fire, and State Lands has created an exposure methodology for all properties in the area. He said the City was required to enforce the WUI code in areas with a risk category of five and above.

Councilmember Smoot reiterated her concerns that this was being forced onto cities and residents by the State and how the WUI code was punitive. She spoke on how the State and the insurance companies were duplicating services and fining the taxpayers. Ken Leetham commented that this was why he wanted to have a friendly enforcement process to avoid duplicate enforcement or imposing fines.

Councilmember Knowlton commented that there were policy conversations that could not be resolved here as they were at the State level. He clarified that there was an agreement to be signed that would reduce the City's financial risk if there was an event.

Ken Leetham clarified that the one part the City could control was how to treat residents who were in the proposed WUI areas. He said the State was not requiring the City to force residents to do certain things or issues fines. He continued that this discussion was long overdue and fire prevention should be addressed in all areas of the City. He spoke on the goal of a multi-year education campaign to help residents lessen their respective fire risk.

Councilmember Smoot mentioned previous efforts including two meetings at the Eaglewood Clubhouse, awareness in church groups, and residents helping seniors. Chief Larsen mentioned that the Eaglewood Clubhouse meetings were by the County Emergency Manager. He spoke on continuing to focus on community outreach and specifically identifying the interface.

Chief Larsen commented that South Davis Fire did not write the agreement or create the map and would not be enforcing this. He spoke on a commitment to community education and outreach related to fire mitigation and providing information to the City.

Councilmember Smoot spoke on the prior discussion related to water rates for residents above 350 East. She said the City would be assessed a fee towards funding fighting fires and the potential future City Council discussion that residents on the hillside should pay the fee. She expressed concern that this was a slippery slope to make residents pay additional fees based on where they lived. Ken Leetham commented that the City has always had these fees imposed on it by the State and they previously came through the District. The best part of the program is that in kind work on mitigation projects qualified as a way to reduce or eliminate the fee which meant the City had not paid actual dollars in fees. He clarified that the position of the City was to continue to do this with the Fire District. He added that even though the City was signing this agreement that the Fire District would continue to be in the position of managing the program on the City's behalf.

Ken Leetham explained that the Chief tracked volunteer hours which went directly against the fees that the State of Utah used in these types of agreements. He said the goal was to continue to participate in mitigation projects and never pay an actual dollar amount to the State. He shared that it was a benefit to everyone in the City not to have wildfires if they can be prevented.

Councilmember Jackson commented that not all homes in the City were in compliance with the WUI requirements that were adopted in the City code. She worried that to come into compliance would cost property owners thousands of dollars. She expressed concern that every City was forced to adopt the code and feared that the State would eventually compel the City to enforce it. She stated that she did not agree with the legislation.

Councilmember Jackson commented that she did appreciate the Fire District and would not want to scrimp on fire and police services. She noted that there was strong disagreement with the actual legislation and the WUI code itself.

Ken Leetham added that in considering the role of the City in relation to the WUI code that it should not be a punitive role or a code enforcement role. He said the City's obligation was to identify fire risk and inform residents that were at elevated risk. He continued that the City should inform them of the reasons why their home was at increased risk such as having a tree too close to their home, etc. He spoke on this being the City's role to educate residents and expressed hope that the State would not force the City to do more than that.

Councilmember Knowlton moved that the City Council approve Resolution 2026-27R: a resolution approving a cooperative agreement between the City and the Utah Division of Forestry, Fire and State Lands including the following provisions:

1) **The Community Development Director, or his/her designee, is responsible to enforce the WUI code.**
2) **The City approve a map indicating that property designated by the State Division of Forestry, Fire and State Lands located within Risk Category 5 and above will be where the WUI code will be enforced.**

Councilmember Smoot seconded the motion. The motion was approved by Councilmembers Clayton, Jackson, Knowlton, and Smoot. Councilmember Van Langeveld was excused and not present for the vote.

Mayor Horrocks commented that the SDMFSA annual report was well done and expressed gratitude for Chief Larsen.

9. CONSENT AGENDA ITEMS:
    a. APPROVAL OF CITY COUNCIL MINUTES OF JUNE 2, 2026

The City Council minutes of June 2, 2026 were reviewed and approved as written.

    b. PURCHASE OF A REPLACEMENT IRRIGATION PUMP AT LEGACY PARK IN THE AMOUNT OF $29,535

Mayor Horrocks asked if this was a new addition. Ken Leetham replied that this was a broken pump that needed to be replaced.

The purchase and installation of a replacement irrigation pump for Legacy Park by Variable Speed Solutions in the amount of $29,535 was approved.

    c. RESOLUTION 2026-28R: A RESOLUTION APPROVING A CONTRACT FOR CURBSIDE SOLID WASTE AND RECYCLING SERVICES WITH ACE RECYCLING AND DISPOSAL

A resolution approving a contract for curbside solid waste and recycling services was awarded to Ace Recycling and Disposal.

Councilmember Clayton moved to approve the consent agenda as presented. Councilmember Smoot seconded the motion. The motion was approved by Councilmembers Clayton, Jackson, Knowlton, and Smoot. Councilmember Van Langeveld was excused and not present for the vote.

10. REVIEW AND CONSIDERATION OF LANDSCAPING PLANS FOR I-15 INTERCHANGES LOCATED AT 2600 SOUTH AND THE MERGE OF I-215 AND I-15 NORTH SALT LAKE

Ken Leetham reported on the variety of designs and plans for the landscaping around the interchanges at 2600 South and the south interchange which did not currently exist. He continued that the City had provided UDOT with feedback related to landscaping improvements and beautification on the streets and on/off ramps around these interchanges. He presented landscaping based on the feedback from the City and Woods Cross City. He requested any additional feedback from the Council and noted that the proposed improvements would be provided by UDOT but any additional improvements would be at the City's expense.

Mr. Leetham commented that most of the other areas were proposed to be improved with desert landscaping which was typical of what was presently along I-15. He said this would include plantings but they would not be irrigated or maintained. He explained that the City would maintain formal landscaping and asked the Council if they would like to match the level of participation by Woods Cross.

Councilmember Knowlton was in favor of matching what Woods Cross requested unless it was water intensive.

Ken Leetham reviewed the new interchange where I-15 and I-215 merged and commented on the lack of landscaping. He noted that UDOT was providing $100,000 per interchange. He continued that the City Council could request additional landscaping but would be responsible for the additional cost.

Councilmember Knowlton commented that this would become one of the City's key gateways and requested more landscaping if it was cost effective. Ken Leetham said that the City had landscaping on the bridge structure on Redwood Road and I-215 and something similar could be done at the new interchange with trees and native grasses.

Councilmember Jackson asked if additional landscaping or changes could be made in the future. Ken Leetham replied that as long as the City was willing to pay that UDOT was willing to allow additions or changes.

Councilmember Smoot was in favor of improving the north side of the new south interchange where I-15 and I-215 merged with a new Beck Street and new Highway 89. Ken Leetham mentioned that this was the beginning of the new Highway 89 and was an entrance to the City. He suggested a monument sign or other feature at this location and trees along the roadway.

Councilmember Knowlton mentioned the South Davis Greenway and a certain level of assumed landscaping. He spoke on consistent quality of landscaping through the City to the County line and commensurate with the rest of the South Davis Greenway.

Councilmember Jackson was in agreement and said this would lend itself to the City image. She spoke on restaurants and retail once the interchange entered the City. She continued a beautiful entrance would help attract business or a hotel.

11. ACTION ITEMS

The action items list was reviewed. Completed items were removed from the list.

Councilmember Knowlton requested that the green waste discussion requested at the meeting on June 2nd be added to the action item list.

12. COUNCIL REPORTS

Councilmember Clayton reported on the America250 Potluck on July 5th at Tunnel Springs Park. She clarified that residents should bring their own food and a blanket rather than a dish to share. She continued that the City would provide dessert and additional events (pie eating contest, games). She then spoke on the need for volunteers for Liberty Fest events including the 5K on June 27th, the car show on July 2nd, and firework cleanup on July 3rd and 4th. She noted that the City Council would walk in the Bountiful parade and hand out America250 flags.

Councilmember Smoot suggested ordering 1,000 total flags with 500 America250 flags and 500 regular American flags.

Councilmember Knowlton reported on the South Davis Greenway open house at the Bountiful City Park on June 26th. He noted the cost was actually very minimal compared to typical transportation infrastructure. He continued that the two avenues for funding included a) funding through the Utah Trail Network with no city match or b) funding with a city match.

Councilmember Smoot commented that the Arts Committee had not met. She asked about the action item related to a mural on the round tower. She recommended that the mural on that tower should include the City’s name as well as lighting. Sherrie Pace replied that she received a response back today that the property owner was discussing the idea.

Mayor Horrocks mentioned using RDA funds on Redwood Road for a mural would be appropriate.

Councilmember Jackson reported on Nights Out America250 event held on June 8th and said it was historic and patriotic. She commended Public Works for their efforts with this event including the flags, stage, and sound system. She spoke on the progress of the Eagleridge Drive beautification project and mentioned having a future Zoom meeting to discuss the triangle property adjacent to City Hall. Ken Leetham confirmed that staff could setup a meeting for the following Tuesday to provide some feedback.

Mayor Horrocks asked if the roundabout was part of the Eagleridge Drive project. Ken Leetham replied affirmatively.

Councilmember Jackson reported on the Senior Lunch Bunch and said it was well worth the cost. She noted that June 25th was the free City day at the South Davis Recreation Center. She mentioned the potential for a hundred stairs at Tunnel Springs Park. Mayor Horrocks commented that there was a proposal for the one hundred stairs in Bountiful at a cost of $200,000.

13. CITY ATTORNEY'S REPORT

Todd Godfrey had nothing to report.

14. MAYOR'S REPORT

Mayor Horrocks commented that Roy City was cancelling their fireworks this year due to the drought, the cost, and gang issues. He then spoke on a presentation about the Utah Land Port Authority and said it had expanded and suggested a potential location in the City. He mentioned that South Davis Metro Fire had a new tanker truck which could carry 2,500 gallons of water.

15. CITY MANAGER'S REPORT

Ken Leetham excused David Frandsen as his son was playing in a championship baseball game. He also noted he would be unavailable from Wednesday until Saturday.

16. ADJOURN

Mayor Horrocks adjourned the meeting at 8:36 p.m.

The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday, July 21, 2026 by unanimous vote of all members present.

______________________________ ______________________________

Brian J. Horrocks, Mayor *Wendy Page, City Recorder*

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-SPECIAL SESSION
CITY HALL-10 EAST CENTER STREET, NORTH SALT LAKE
JUNE 30, 2026

DRAFT

Mayor Horrocks welcomed those present at 6:03 p.m.

PRESENT: Mayor Brian Horrocks
Councilmember Tammy Clayton
Councilmember Suzette Jackson
Councilmember Ted Knowlton
Councilmember Heidi Smoot via Zoom
Councilmember Alisa Van Langeveld via Zoom

STAFF PRESENT: Ken Leetham, City Manager; David Frandsen, Assistant City Manager; Heidi Voordeckers, Finance Director; Jon Rueckert, Public Works Director; Sherrie Pace, Community Development Director; Wendy Page, City Recorder.

OTHERS PRESENT: Dee Lalliss, Conrad Jacobson, residents.

1. INTRODUCTION AND ELECTRONIC MEETING ROLL CALL BY MAYOR BRIAN HORROCKS

Mayor Horrocks welcomed those present and noted that three members of the City Council were present in person with Councilmember Smoot attending via Zoom and Councilmember Van Langeveld was also expected to join via Zoom.

2. STATUS OF THE EAGLERIDGE DRIVE BEAUTIFICATION PROJECT AND CONSIDERATION OF REMAINING WORK

Ken Leetham shared a landscape plan for the portion of the project located on the corner of 350 East Valley View Drive and Eagleridge Drive. He said that this portion of the plan showed what had already been planted and was almost complete. He presented photographs of the project with the newly installed trees, decorative rock, and rose bushes as well as a typical section of the hillside with existing trees. He indicated that the question had arisen of whether or not to leave the existing trees since they may not match the new landscaping or be aesthetically pleasing.

Mr. Leetham then reviewed the project budget including the items that had already been approved and new items to consider such as removing the trees, expanding the irrigation, and planting new trees. He reiterated the item for discussion was about removing several trees, adding new irrigation, and planting new trees which would put the project over budget or leaving the existing trees and adding more plantings. He explained that removing the trees and adding new trees and irrigation would add $21,700 to the project cost but would only put the project $9,885 over budget. He noted the project budget was $325,000 and said the approved work was almost complete.

Ken Leetham commented that the question today was if the Council wanted to approve any additional work at this time.

Councilmember Van Langeveld joined the meeting via Zoom at 6:10 p.m.

Councilmember Jackson said the reason this was being brought to the City Council for discussion was because the project should be complete in the next week or two and the Council would not meet again for several weeks. She noted that the existing trees shown in the top of the photograph could not be removed as they had grown into the fence and were providing some retention with their roots. She stated the main question was the “junk” trees and whether or not they should be replaced with trees consistent with the rest of the project. She continued that if new trees were the desire of the Council, then the irrigation should also be installed now for any new plantings.

Councilmember Jackson stated the other question was about lighting and that while it was not in the budget now conduit had been placed. She noted that the cost to run the conduit was $12,000 and suggested a discussion to determine if this should be considered part of a different budget as the lighting would not done at this time. Ken Leetham replied that staff had not yet discussed this but the conduit was placed as part of this project for future lighting. He said there were 11 planned street lights for this segment with a cost estimate of $95,000 which was not part of this project.

Councilmember Jackson asked if the City Council was comfortable with extending the project by $9,885 to remove and replace the trees. She mentioned the consensus of the project task force was to remove the junk trees and replace with consistent trees. She said the conduit portion could be removed from the project which would place this project back under budget.

Councilmember Knowlton commented that this made sense and asked for clarification with the lower area with plantings and an upper area where plantings could be extended. Councilmember

Jackson responded that she did not believe the plantings would be extended but instead several large junk trees would be removed. She clarified it would be tree removal and replacement.

Councilmember Smoot commented that she was hesitant because she wanted a hillside that looked natural. She added that the existing "junk" trees were thriving without any maintenance and were hardy, mature trees with a good root system. She was in favor of retaining the existing trees, trimming and maintaining them, and installing several street lights.

Councilmember Jackson shared that she was in the same position and that the junk trees did not bother her. She commented that additional trees could be added to thicken things up. She noted that Councilmember Van Langeveld had made similar comments in the chat feature of Zoom.

Ken Leetham shared his opinion of being in favor of keeping the tree canopy. He noted that while these were not the highest quality trees that it was difficult to maintain a tree canopy in several areas of the City. He felt the new trees would grow into mature trees and blend seamlessly with the existing trees.

Mayor Horrocks commented that this was his opinion as well. He said it also did not make economic sense to only add three street lights at this time.

Councilmember Clayton was in agreement and spoke on being appreciative of being conservative with funds.

Councilmember Van Langeveld added that she was in agreement with the sentiment to keep the original trees for the reasons mentioned including the canopy, being a Tree City, retention, and low maintenance.

Councilmember Knowlton moved that the City Council complete the Eagleridge Drive project shown as items 1-19 of the budget estimate.

Mayor Horrocks noted that this motion did not give approval to add trees to the project.

Councilmember Jackson asked if the City Council would feel comfortable providing an allowance of up to $10,000 over the $325,000.

Councilmember Knowlton amended his motion that the City Council complete the Eagleridge Drive project shown as items 1-19 of the budget estimate with a consideration of up to $10,000 for additional tree plantings consistent with items 1-19. Councilmember

Jackson seconded the motion. The motion was approved by Councilmembers Clayton, Jackson, Knowlton, Smoot, and Van Langeveld.

Mayor Horrocks commented that during his lifetime he had seen the federal government becoming more involved in healthcare, education, and housing. He then spoke on a survey he received related to the next 25 years and foreseeable issues related to housing, healthcare, and education costs and his concern that this could be misinterpreted that government should be more involved. He felt that things were better before the federal government became involved and related this to the City's Health and Wellness survey and caution for a potential bias or misinterpretation.

3. ADJOURN

Mayor Horrocks adjourned the meeting at 6:26 p.m.

The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday July 21, 2026 by unanimous vote of all members present.

______________________________ ______________________________

Brian J. Horrocks, Mayor *Wendy Page, City Recorder*

CITY OF
NORTH SALT LAKE
UTAH

10 East Center Street
North Salt Lake, UT 84054
801.335.8700
www.nslcity.gov
PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jonathan Rueckert, Public Works Director

DATE: July 21, 2026

SUBJECT: Vehicle Equipment Purchase

RECOMMENDATION

Staff recommends the purchase of a 2026 Ford F-150 Hybrid pickup truck from Murdock Ford (Santaquin) in the amount of $52,931.00 through the Cooperative Educational Services (CES) Contract No. 2026U-01-C112, competitively procured by the Utah Association of Counties.

BACKGROUND

The Water Department requests approval to purchase a Ford F-150 to replace a 2015 Ram 1500. W-15 a 2015 Dodge Ram 1500 was scheduled to be replaced during the last budget cycle but was cut due to funding. This vehicle scores 14 points on the replacement scale and has similar issues to W-16 that was replaced during the prior fiscal year and meets the criteria of the City's 15-point vehicle replacement policy, including age and maintenance history. The existing vehicle serves as a light-duty utility vehicle for meter reading and maintenance, daily pump house inspections, and after-hours on-call response. The replacement vehicle will continue to fulfill these essential operational functions.

BUDGET

Budget for this vehicle has been included in the FY2026-2027 budget in GL 51-3908-48502

PROPOSED MOTION

I move that the City Council approve the purchase of a 2026 Ford F-150 Hybrid pickup truck from Murdock Ford (Santaquin) for $52,931.00, under CES Contract No. 2026-01-C112.

CITY OF
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UTAH

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jonathan Rueckert, Public Works Director

DATE: July 21, 2026

SUBJECT: Equipment Purchase

RECOMMENDATION

Staff recommends the purchase of a 2026 Caterpillar Model: 308 Excavator from Wheeler Cat in the amount of $149,300.00, under Utah State Purchasing Contract MA4806.

BACKGROUND

Currently this machine is in a rental/lease contract, an updated lease quote for this excavator increased by 90% to $21,000 annually. This contract limits usage to 500 hours per year over a three-year term, with additional hours billed at $50 per hour. Analysis of actual usage showed annual operation would exceed the included hours by 50–150 hours, making costs unpredictable. Purchasing and retaining a new machine for 7–8 years would provide more predictable annual costs, eliminate hourly overage requirements, and allow for trade-in or resale value at the end of the service life.

BUDGET

Budget for this equipment has been included in the FY2026-2027 budget in GL 51-3908-48500

PROPOSED MOTION

I move that the City Council approve the purchase of a 2026 Caterpillar Model: 308 Excavator from Wheeler Cat in the amount of $149,300.00, under Utah State Purchasing Contract MA4806.

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jonathan Rueckert, Public Works Director

DATE: July 21, 2026

SUBJECT: Equipment Purchase

RECOMMENDATION

Staff recommends the purchase of an Air-tow UT16-14 Tandem Axle Flatbed trailer from Wasatch Trailers (Layton) for the price of $25,800.

BACKGROUND

The Water Department requests the purchase of an Air-tow UT16-14 equipment trailer to replace an existing 19-year-old flatbed utility trailer that is primarily used to transport compact equipment, including skid loaders and mini excavators. The current trailer has reached the end of its useful service life, and years of heavy use have resulted in significant deterioration of the trailer deck, loading ramps, and frame, creating increasing maintenance requirements and safety concerns for City personnel.

The replacement Air-tow T16-14 trailer offers a higher payload capacity, providing an increased margin of safety by allowing equipment to be transported well within the trailer's rated load capacity. In addition, the trailer features a fully hydraulic lowering deck that allows equipment to be loaded and unloaded directly at ground level without the use of loading ramps or tilt-bed mechanisms. This design significantly reduces the risk of loading and unloading accidents, improves operator safety, and allows equipment with limited ground clearance or climbing capability to be transported safely and efficiently.

BUDGET

Budget for this equipment has been included in the FY2026-2027 budget in GL 51-3908-48500

PROPOSED MOTION

I move that the City Council approve the purchase of an Air-tow UT16-14 Tandem Axle Flatbed trailer from Wasatch Trailers (Layton) for the price of $25,800.

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UTAH

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jonathan Rueckert, Public Works Director

DATE: July 21, 2026

SUBJECT: Vehicle Equipment Purchase

RECOMMENDATION

Staff recommends the purchase of a 2026 Ford F-550 Extended Cab chassis from Ken Garff Ford (American Fork) in the amount of $66,929 through Utah State Purchasing Contract MA3792.

BACKGROUND

This purchase will replace a 2007 Chevrolet 3500 light-duty utility dump truck that has been modified to transport tack oil, concrete saws, compactors, and other equipment used for asphalt patching and street maintenance operations. Although the vehicle does not meet the City's mileage replacement threshold due to its limited travel distances, it exceeds the City's 15-point vehicle replacement policy based on age and overall condition. The truck is used primarily for local jobsite support, resulting in low mileage but significant wear from frequent loading, hauling, and stop-and-go operation.

The existing vehicle presents several operational and safety concerns. Years of service have resulted in diminished payload capacity, with the truck routinely operating near or above its practical carrying limits. This places additional strain on the suspension, steering, and braking systems, reducing the margin of safety for employees transporting personnel, tools, and equipment to job sites. The vehicle also requires several significant repairs, including replacement of the tires, rear leaf springs, and repairs to multiple fluid leaks, with the leaking front differential representing one of the most costly maintenance items. Investing in these repairs would not address the vehicle's age, limited payload capacity, or long-term reliability.

The replacement chassis provides substantially greater payload capacity, improving both safety and operational efficiency. The chassis will be outfitted with a utility flatbed and hydraulic lift gate to improve material handling, reduce manual lifting, and enhance daily operations. The utility body and lift gate will be procured through a separate competitive bid process, and a subsequent purchase request will be presented to the City Council for approval.

BUDGET

Budget for this vehicle has been included in the FY2026-2027 budget in GL 61-1158-48502

PROPOSED MOTION

I move that the City Council approve the purchase of a 2026 Ford F-550 Extended Cab chassis from Ken Garff Ford (American Fork) in the amount of $66,929 through Utah State Purchasing Contract MA3792.

10 East Center Street
North Salt Lake, UT 84054
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www.nslcity.gov
PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jonathan Rueckert, Public Works Director

DATE: July 21, 2026

SUBJECT: Vehicle & Equipment Surplus

RECOMMENDATION

Staff recommends the vehicles and equipment included in this memo be declared surplus.

BACKGROUND

W-15
2015 Dodge Ram 1500, VIN: 1C6RR7SM0FS724488. This vehicle meets the replacement criteria for age and maintenance and is within 1,500 miles of scoring 5 points for milage. This truck has become unreliable and has constant issues with check engine lights faulting for a variety of reasons rendering this vehicle out of service for significant amounts of time this year alone. The cause of several issues has been indeterminate and establishes a pattern of concern for future maintenance.

S-22
2007 Chevrolet 3500 HD, VIN: 1GBJK34637E542645. Although the vehicle does not meet the City's mileage replacement threshold due to its limited travel distances, it exceeds the City's 15-point vehicle replacement policy based on age and overall condition. The truck is used primarily for local jobsite support, resulting in low mileage but significant wear from frequent loading, hauling, and stop-and-go operation.

The existing vehicle presents several operational and safety concerns and requires several significant repairs, including replacement of the tires, rear leaf springs, and repairs to multiple fluid leaks. Investing in these repairs would not address the vehicle's age, limited payload capacity, or long-term reliability.

PROPOSED MOTION

I move the City Council approve Resolution 2026-29R: A Resolution declaring surplus property and authorizing its disposal.

Fleet Replacement Calculator

Thursday, July 9, 2026

MAINTENANCE COSTS UPDATED 1/29/2026 (JR)

													15 POINT SYSTEM			
DEPT	Veh #	VEHICLE YEAR	DESCRIPTION	TARGET MILES	TARGET MAINT	AGE %	MILES %	MAINT%	MILEAGE	MILES DATE	YEARS OLD	TOTAL MAINT $	AGE	MILES	MAINTENANCE	TOTAL
Water	W15	2015	Dodge Ram 1500 15	100,000	50%	100%	98%	40%	98,224	7/9/25	10	$15,111.03	5	4	5	14
Streets	S22	2007	Tack Truck	100,000	50%	257%	59%	17%	59,078	7/9/26	18	$ 7,990.49	12	2	2	16

Equipment	Manufacture	Model	Year	Serial Number	Reason for Surplus
Concrete Saw	Diamond Products	CCT300-XL	-	143070	Replaced with a larger walk-behind concrete saw better suited to current operational needs.
Concrete Grinder	AIRTEC AG	CH-445	-	200 0005 3561	Repair parts are no longer available from the manufacturer making the equipment uneconomical to repair
Golf Cart	Yamaha	G16A	2001	JN6-F4236-50	Requires an estimated $600 clutch replacement Due to age and condition, repair is not considered cost-effective
200 Gallon Auxiliary Fuel Tank	Lund International	WTRST190	_	_	Purchased for a tow-behind generator that has since been declared surplus and sold at auction. The tank is no longer needed
Flatbed Trailer (S-54)	Holden Industries	HUT 12	2007	12HUT24227S061246	The current trailer has reached the end of its useful service life, and years of heavy use have resulted in significant deterioration of the trailer deck, loading ramps, and frame, creating increasing maintenance requirements and safety concerns for City personnel.
Portable Generator	Generac	0944-4 3500XL Series	-	1607137	Old 3500 Watt generator that hasn't been used in years
Portable Generator	Maximum Power?	Unknown	-	Unknown	Old 5000 Watt generator that is missing all identification tags and hasn't been used in years
Spill Containment Pallet (Quantity 3)	New Pig	PAK210-WD	-	-	Pallets were used for secondary containment for oil drums in mechanics shop but are no longer needed after upgrading oil storage with vendor provided totes
Cargo Glide Truck Bed Platform	CargoGlide (Decked)	CG1500	-	-	This sliding cargo tray was installed in a midsized pickup truck and was removed before the vehicle was sold. This cargo tray will not fit in any current fleet vehicles.

RESOLUTION NO. 2026-29R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE DECLARING CERTAIN PUBLIC WORKS VEHICLES/EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING ITS PROPER DISPOSAL

WHEREAS, the City of North Salt Lake public works department no longer has a need or use for certain vehicles or property due to age, cost of maintenance, and/or being obsolete; and

WHEREAS, in accordance with State regulations, the City Council has determined to declare the property listed in Exhibit A as surplus and desires to dispose of it in the method as prescribed by current law.

NOW THEREFORE, BE IT RESOLVED, the Governing Body of the City of North Salt Lake does hereby approve the vehicles/property listed in Exhibit A as surplus and that said vehicles/property shall be disposed of according to State statutes, including disposal, sale, or trade-in on new vehicles.

BE IT FURTHER RESOLVED, by the City Council of the City of North Salt Lake that the Public Works Director is authorized to undertake any and all actions to effect such sale, disposal, donation, or trade-in of the vehicles/property listed in Exhibit A.

This Resolution shall take effect upon passage.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 21st day of July, 2026.

CITY OF NORTH SALT LAKE
By:

____
BRIAN J. HORROCKS
Mayor

ATTEST:

____
WENDY PAGE
City Recorder

City Council Vote as Recorded:

Council Member Clayton	______
Council Member Jackson	______
Council Member Knowlton	______
Council Member Smoot	______
Council Member Van Langeveld	______

Exhibit A

The following vehicles and other equipment are proposed to be declared as surplus property:

Vehicle Make	Model	Year	VIN #
Dodge	Ram 1500	2015	1C6RR7SM0FS724488
Chevrolet	3500 HD	2007	1GBJK34637E542645

Equipment	Manufacture	Model	Year	Serial Number
Concrete Saw	Diamond Products	CCT300-XL	-	143070
Concrete Grinder	AIRTEC AG	CH-445	-	200 0005 3561
Golf Cart	Yamaha	G16A	2001	JN6-F4236-50
200 Gallon Auxiliary Fuel Tank	Lund International	WTRST190	_	_
Flatbed Trailer (S-54)	Holden Industries	HUT 12	2007	12HUT24227S061246
Portable Generator	Generac	0944-4 3500XL Series	-	1607137
Portable Generator	Maximum Power?	Unknown	-	Unknown
Spill Containment Pallet (Quantity 3)	New Pig	PAK210-WD	-	-
Cargo Glide Truck Bed Platform	CargoGlide (Decked)	CG1500	-	-

CITY OF
NORTH SALT LAKE
UTAH

10 East Center Street
North Salt Lake, UT 84054
801.335.8700
www.nslcity.gov
ENGINEERING DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Karyn Baxter, City Engineer

DATE: July 21, 2026

SUBJECT: Award of 2026 Street Preservation Project to Holbrook Asphalt

RECOMMENDATION

Staff recommends awarding the 2026 Street Preservations Project to Holbrook Asphalt for the price of $699,995.69.

BACKGROUND

Asphalt preservation is key to prolonging the life of asphalt roadways, improves road condition as they age, and greatly increases the longevity of newly paved roads. The 2026 Street Preservation treatments include a high-density mineral bond, a bonded matrix overlay which consists of a lightweight aggregate chip course with a high-density mineral bond over the chips, and a traditional chip seal treatment. High Density Mineral Bond (HA5) seals the pavement surface, making it less prone to penetration from water and oxidative stress damage from UV light.

Holbrook Asphalt is a sole provider of high-density mineral bond, but potentially similar treatment options are currently being evaluated for preservation projects in future years.

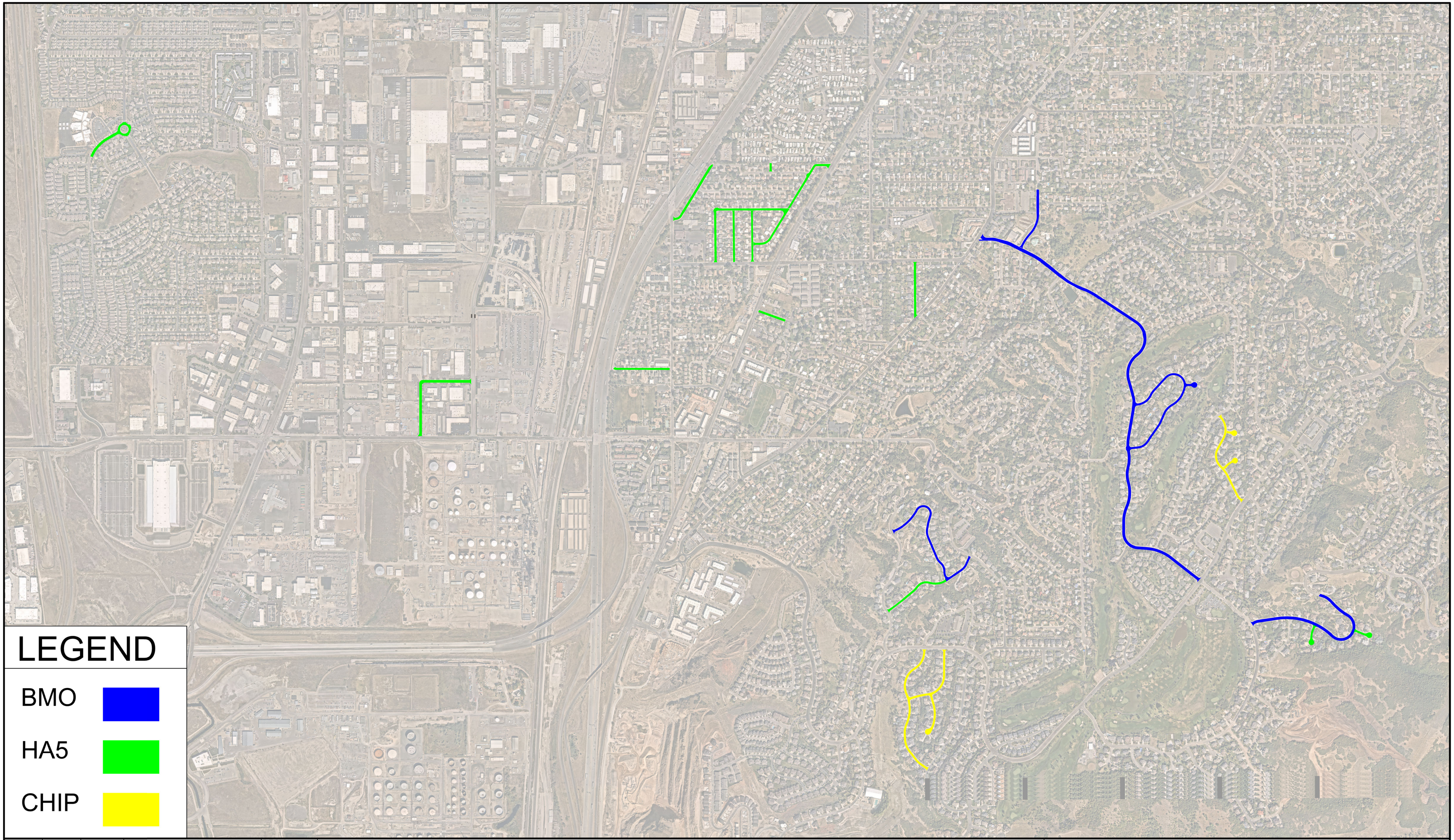
The various treatments are selected for each location based on the age and condition of the asphalt, as well as the type of traffic on each street. These specific products have been previously utilized in our asphalt preservation program with excellent results, and staff recommends the installation of these preservation treatments as shown on the map provided.

POSSIBLE MOTION

I move that the City Council award the 2026 Street Preservations Project to Holbrook Asphalt for the price of $699,995.69.

Attachments:

1) Map of 2026 Street Preservation Locations



REVISION	DATE	BY	DESCRIPTION

DESIGN
DRAWN
CHECKED
DATE
F.B. NO.
P.G. NO.

2026 STREET PRESERVATIONS

CITY OF NORTH SALT LAKE
10 East Center Street
North Salt Lake, UT 84054
(801) 335-8700
BRIAN J. HORROCKS
Mayor
KEN LEETHAM
City Manager

SHEET ____
OF ____
PROJECT NO. ____

CITY OF
NORTH SALT LAKE
UTAH

10 East Center Street
North Salt Lake, UT 84054
801.335.8700
www.nslcity.gov
ENGINEERING DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Karyn Baxter, City Engineer

DATE: July 21, 2026

SUBJECT: Consideration of Resolution 2026-30R: A resolution approving a franchise agreement with FirstDigital Telecom, LLC

RECOMMENDATION

Staff recommends approval of the attached resolution which approves a franchise agreement with FirstDigital Telecom, LLC

BACKGROUND

FirstDigital Telecom, LLC, has requested the City enter into a franchise agreement that would permit them to install new telecommunication facilities within the City's right-of-way. The franchise agreement is on the City's adopted Telecommunications Franchise Agreement template with no revisions or changes requested.

POSSIBLE MOTION

I move that the City Council approve Resolution No. 2026-30R: A resolution approving a franchise agreement with FirstDigital Telecom, LLC

Attachments:

1) Resolution 2026-30R
2) Franchise Agreement between City of North Salt Lake and FirstDigital Telecom, LLC

RESOLUTION NO. 2026-30R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF NORTH SALT LAKE AND FIRSTDIGITAL TELECOM, LLC, FOR THE INSTALLATION OF NETWORK FACILITIES IN THE CITY PUBLIC RIGHT-OF-WAY

WHEREAS, it has been proposed by FirstDigital Telecom, LLC to provide network facilities and services within the City of North Salt Lake; and

WHEREAS, in order to provide these service, it is necessary for FirstDigital Telecom, LLC to obtain an agreement with the City to install its facilities within the public rights-of-way belonging to the City; and

WHEREAS, these services are in accordance with the City's adopted Telecommunications Rights-of-Way Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of North Salt Lake as follows**:**

Section 1. The attached **Agreement 2026-30A** approving a non-exclusive franchise agreement between the City of North Salt Lake and FirstDigital Telecom, LLC, is hereby approved.

Section 2. Immediately after its adoption, this resolution shall be signed by the appropriate officers of the City of North Salt Lake, shall be recorded in the official records of the City of North Salt Lake and shall take immediate effect.

APPROVED AND ADOPTED by the City Council of North Salt Lake this 21st day of July, 2026.

CITY OF NORTH SALT LAKE
By:

____
BRIAN J. HORROCKS
Mayor

ATTEST:

____
WENDY PAGE
City Recorder

City Council Vote as Recorded:

Council Member Clayton ______
Council Member Jackson ______
Council Member Knowlton ______
Council Member Smoot ______
Council Member Van Langeveld ______

FRANCHISE AGREEMENT BETWEEN

CITY OF NORTH SALT LAKE, UTAH

AND

FirstDigital Telecom, LLC

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between the City of North Salt Lake, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 10 E. Center Street, North Salt Lake, Utah, 84054, and FirstDigital Telecom, LLC (hereinafter "PROVIDER") with its principal offices at 66 E Wadsworth Park Dr. Ste 200, Draper, UT 84020.

WITNESSETH

WHEREAS, the PROVIDER desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 7, Chapter 8 of the North Salt Lake Municipal Code (hereinafter the "Telecommunication Rights-of-Way Ordinance") which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the PROVIDER a non-exclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the PROVIDER agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit "A" and incorporated herein by reference. The PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the PROVIDER to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY's authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The CITY shall give the PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the PROVIDER's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon the PROVIDER the nonexclusive right, privilege, and Franchise (as such term is defined in Telecommunications Rights of Way Ordinance) to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to the PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the PROVIDER's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. The PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE

2.1 Franchise Fee. For the Franchise granted herein, the PROVIDER shall pay to the CITY tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 Equal Treatment. CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of the PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the PROVIDER and the CITY, or by revocation or forfeiture, the PROVIDER shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. PUBLIC USE RIGHTS

4.1 City Uses of Poles and Overhead Structures. The CITY shall have the right, without cost, to use all poles owned by the PROVIDER within the CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the CITY shall be for activities owned, operated or used by the CITY for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require the PROVIDER to increase pole capacity, alter the manner in which the PROVIDER attached equipment to the poles, or alter the manner in which the PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of the PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by the PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. The CITY's use rights shall also be subject to the parties reaching an agreement regarding the CITY's maintenance of the CITY attachments.

ARTICLE 5. POLICE POWERS

The CITY expressly reserves, and the PROVIDER expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY

6.1 Meet to Confer. The PROVIDER and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the PROVIDER conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the PROVIDER and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to affect a proper accommodation of any such developments.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction,, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Excavation Permit Ordinance. For the PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY's Excavation Permit Ordinance.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

7.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The PROVIDER fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) The PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within the PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the PROVIDER notice of such determination, the PROVIDER, within thirty (30) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the PROVIDER; or

(c) The PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the PROVIDER within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

7.3 Remedies at Law. In the event the PROVIDER or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8. PARTIES' DESIGNEES

8.1 CITY designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the PROVIDER to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 10 East Center Street, or such other officer and address as the CITY may designate by written notice to the PROVIDER.

8.2 PROVIDER Designee and Address. The PROVIDER's Franchise Manager or his or her designee(s) shall serve as the PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to the PROVIDER pursuant to or concerning this

Agreement, shall be delivered to 66 E Wadsworth Park Dr. Ste 200, Draper, UT 84020 , with copy to (except for invoices): ______________________________, and such other office as the PROVIDER may designate by written notice to the CITY.

8.3 Failure of Designee. The failure or omission of the CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppels by the CITY or PROVIDER.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, the PROVIDER shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the PROVIDER is effectively self-insured if the PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

9.2 Indemnification. The PROVIDER agrees to indemnify, save and hold harmless, and defend the CITY, its elected and appointed officials, officers, agents, boards and employees successors and assigns, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the PROVIDER's construction, operation, or maintenance of its telecommunications network, provided that the CITY shall give the PROVIDER written notice of its obligation to indemnify the CITY within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the PROVIDER shall not indemnify the CITY for any damages, liability or claims resulting from the willful misconduct or negligence of the CITY, its elected and appointed officials, officers, agents, boards and employees, successors and assigns.

ARTICLE 10. INSTALLATION

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, PROVIDER shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. PROVIDER agrees to obtain excavation permits, when required by applicable law, and hereby agrees to comply with all applicable laws, including bonding and fees, related to excavation, construction, disturbance or any other work proposed to be located within the CITY Rights-of-Way. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

10.2 Aerial and Underground Installation. At the time of telecommunications network construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities or other telecommunications providers' facilities in any area of the Franchise area are underground, the PROVIDER shall place its telecommunications network transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the PROVIDER's cable and other equipment without technical degradation of the transmission quality. In any region(s) of the Franchise area where the transmission or distribution facilities of the respective public or municipal utilities or other telecommunication providers' facilities are both aerial and underground, the PROVIDER shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the PROVIDER to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

10.3 Relocation of Facilities. The CITY reserves the right to require the PROVIDER to relocate its facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the CITY. Within a reasonable period of time after written notice from the CITY, the PROVIDER shall promptly commence the relocation of its facilities and all relocation activities must be completed within thirty (30) day of notice.

10.4 Relocation at Request of Third Party. PROVIDER shall not be obligated to pay the cost of any relocation that is required by a third party such as a private development. If the relocation of facilities is caused directly or otherwise by a development, or is made for the convenience of a customer and not for the implementation of the city capital facilities expansion plan for which the city is participating in the funding of the project, the PROVIDER may charge a reasonable expense to the third party.

10.5 Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, PROVIDER shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. PROVIDER's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. PROVIDER shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

ARTICLE 11. GENERAL PROVISIONS

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this _ day of _ , 20_

CITY OF NORTH SALT LAKE
By:

____
Brian J. Horrocks, Mayor

ATTEST:

____
Wendy Page, City Recorder

APPROVED AS TO FORM:

____
City Attorney

FIRSTDIGITAL TELECOM, LLC
By:

____
Alex Jackson, COO

EXHIBIT "A"

7-8-1: DEFINITIONS:

For purposes of this chapter, the following terms, phrases, words and their derivatives shall have the meanings set forth in this section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

AFFILIATES: Each person who has, directly or indirectly, a controlling interest in provider and/or each person in which a provider has, directly or indirectly, a controlling interest; provided, however, that "affiliated person" shall in no event mean the city.

APPLICABLE STANDARD: The structural standards for antenna supporting structures and antenna, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.

APPLICANT, SMALL CELL: Any person who submits an Application to a City and is a Wireless Services Provider or a Wireless Infrastructure Provider.

APPLICATION: The process by which a provider submits a request and indicates a desire to be granted a franchise to utilize the rights of way of all, or a part, of the city. An application includes all written documentation, verbal statements and representations, in whatever form or forum, made by a provider to the city concerning: the construction of a telecommunications system over, under, on or through the rights of way; the telecommunications services proposed to be provided in the city by a provider; the area proposed to be served within the city by a provider; the portion of the rights of way proposed to be used by a provider; and any other matter pertaining to a proposed system or service.

APPLICATION, SMALL CELL: A request submitted by an Applicant for a permit to (i) Collocate Small Wireless Facilities; or, (ii) construct, install, maintain, operate, replace or modify a Utility Pole or Wireless Support Structure.

CABLE, COMMUNICATIONS, FIBER OR ELECTRIC EASEMENT: An easement, granted to a cable or video service provider, a communications service provider (including without limitation a telephone utility), a fiber optics cable services provider, or an electric services provider created or authorized by state law to provide such services, that runs parallel to and abuts or within a Rights-of-Way and is occupied by existing Utility Poles or Wireless Support Structures carrying electric distribution lines, wires, cable, conduit, fiber optic cable for telecommunications, cable or electric service or supporting municipal street lights, or security lights. The term Cable, Communications, Fiber or Electric Easement excludes easements for service drops or lines connecting the customer's premises to the cable, communications, fiber or electrical provider.

CITY: North Salt Lake City, Utah.

CITY-OWNED POLE:

(a) Utility Pole owned or operated by the City in Covered Areas, including a Utility Pole that provides lighting or traffic control functions, or other law enforcement functions, including light poles, traffic signals, and structures for signage, and
(b) Pole or similar structure owned or operated by the City in a Covered Area that supports only Wireless Facilities.

COLLOCATE: To install, mount, maintain, modify, operate, or replace one or more Wireless Facilities on, under, within, or adjacent to an existing Wireless Support Structure or Utility Pole located in Covered Areas within the jurisdiction of the City. "***Collocation***" has a corresponding meaning.

COMPLETION DATE: The date that a provider begins providing services to customers in the city.

CONSTRUCTION COSTS: All costs of constructing a system, including make ready costs, other than engineering fees, attorney or accountant fees, or other consulting fees.

CONSTRUCTION STANDARDS: The telecommunication construction standards of the city.

CONTROL OR CONTROLLING INTEREST: Actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the system or of a provider. A rebuttable presumption of the existence of control or a controlling interest shall arise from the beneficial ownership, directly or indirectly, by any person, or group of persons acting in concert, of more than twenty five percent (25%) of any provider (which person or group of persons is hereinafter referred to as "controlling person"). "Control" or "controlling interest", as used herein, may be held simultaneously by more than one person or group of persons.

COVERED AREAS: The surface of, and the space above and below, any public "Rights-of-Way," "ROW," "City Rights-of-Way," "Public Rights-of-Way," and/or "Cable, Communications, Fiber or Electric Easement" as those terms are defined herein.

DATE: The date that a provider begins providing services to customers in the city.

DAY: Calendar day unless the last day for the City or an Applicant to take action under this Ordinance ends on a weekend, holiday, or time when all but City emergency services are closed due to weather or some unforeseen situation.

DECORATIVE POLE: A Utility Pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or a temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal practices.

DESIGN DISTRICT: An area that is zoned, or otherwise designated by municipal ordinance, and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

FCC: The federal communications commission, or any successor thereto.

Fee: A one-time charge.

FRANCHISE: The rights and obligation extended by the city to a provider to own, lease, construct, maintain, use or operate a system in the rights of way within the boundaries of the city. Any such authorization, in whatever form granted, shall not mean or include: a) any other permit or authorization required for the privilege of transacting and carrying on a business within the city required by the ordinances and laws of the city; b) any permit, agreement or authorization required in connection with operations on rights of way or public property, including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the city or a private entity, or for excavating or performing other work in or along the rights of way.

FRANCHISE AGREEMENT: A contract entered into in accordance with the provisions of this chapter between the city and a franchisee that sets forth, subject to this chapter, the terms and conditions under which a franchise will be exercised.

FRANCHISEE: A provider who is given a franchise.

GROSS REVENUE: Includes all revenues of a provider that may be included as gross revenue within the meaning of Utah Code Annotated title 11, chapter 26, as amended.

Historic District: A group of buildings, properties, or sites that are:

(a) In accordance with 47 C.F.R. Part 1, Appendix C:

(i) Listed in the National Register of Historic Places; or

(ii) Formally determined eligible for listing in the National Register of Historic Places by the Keeper of the National Register; or

(b) In an historic district or area created under State Code Section 10-9a-503.

INFRASTRUCTURE PROVIDER: A person providing to another, for the purpose of providing telecommunication services to customers, all or part of the necessary system which uses the rights of way.

Micro Wireless Facility: A Small Wireless Facility that meets the following qualifications:

(a) Is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height; and,

(b) Any exterior antenna is no longer than 11 inches.

NONDISCRIMINATORY: Treating similarly situated entities the same absent a reasonable, and competitively neutral basis, for different treatment.

OPEN VIDEO SERVICE: Any video programming services provided to any person through the use of rights of way, by a provider that is certified by the FCC to operate an open video system pursuant to section 651 et seq., of the telecommunications act, 47 USC title VI, part V, regardless of the facilities used.

OPEN VIDEO SYSTEM: A system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing open video services to or from subscribers or locations within the city.

OPERATOR: Any person who provides service over a telecommunications system and directly or through one or more affiliates owns an interest in such system, or who otherwise controls or is responsible for the operation of such a system.

ORDINANCE OR TELECOMMUNICATIONS ORDINANCE: This telecommunications chapter concerning the granting of franchises in and by the city for the construction, ownership, operation, use or maintenance of a telecommunications system.

Permit: A written authorization an authority requires for a wireless provider to perform an action or initiate, continue, or complete a project.

Person: An individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.

PERSONAL WIRELESS SERVICES FACILITIES: Has the same meaning as provided in section 704 of the act (42 USC 322(6)(7)(c)), which includes what is commonly known as cellular and PCS services that do not install any system or portion of a system in the rights of way.

PROVIDER: An operator, infrastructure provider, reseller or system lessee.

RATE: A recurring charge.

RESELLER: Refers to any person that provides service over a system for which a separate charge is made, where that person does not own or lease the underlying system used for the transmission and does not install any system in the rights of way.

Rights-of-Way or ROW or City Rights-of-Way or Public Rights-of-Way: That area on, below, or above a public roadway, highway, street, sidewalk, alley dedicated to, managed or controlled by the City, County or the State of Utah, but not including a federal interstate highway, in the City.

SIGNAL: Any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information in either analog or digital format.

SMALL WIRELESS FACILITY: A Wireless Facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, vertical cable runs for the connection of power or other services, wireless provider antenna, or coaxial or fiber-optic cable that is immediately adjacent to or directly associated with a particular collocation, unless the cable is a wireline backhaul facility.

SUBSTANTIAL MODIFICATION:

(a) A proposed modification or replacement to an existing wireless support structure that will substantially change the physical dimensions of the wireless support structure under the substantial change standard established in 47 C.F.R. Sec. 1.40001(7); or

(b) A proposed modification in excess of the site dimensions specified in 47 C.F.R. Part 1, Appendix C, Sec. III.B.

SYSTEM LESSEE: Refers to any person that leases a system or a specific portion of a system to provide services.

TECHNICALLY FEASIBLE: Means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or the small wireless facility's design or site location, can be implemented without a significant reduction or impairment to the functionality of the small wireless facility.

TELECOMMUNICATIONS: The transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video and voice), without change in the form or content of the information sent and received.

TELECOMMUNICATIONS SERVICE OR SERVICES: Any telecommunications services provided by a provider within the city that the provider is authorized to provide under federal, state and local law, and any equipment or facilities required for and integrated with the services provided within the city, except that these terms do not include "cable service", as defined in the cable communications policy act of 1984, as amended by the cable television consumer protection and competition act of 1992, 47 USC 521 et seq., and the telecommunications act of 1996.

TELECOMMUNICATIONS SYSTEM: All conduits, manholes, poles, antennas, transceivers, amplifiers and any other electronic devices, equipment, wire and appurtenances owned, leased or used by a provider, located in the rights of way, and utilized in the provision of services, including fully digital or analog, voice, data and video imaging and other enhanced telecommunications services. Telecommunications system or systems also includes an open video system.

TRANSMISSION POLE: A pole or similar structure that is used in whole or in part to carry electric transmission (as opposed to distribution) lines.

UNDERGROUND DISTRICT: An area that is designated by ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing above ground structures in a Covered Area and for which the City maintains and enforces standards on a uniform and nondiscriminatory basis.

UTILITY POLE: A pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control devices, traffic control or directional signage, or a similar function regardless of ownership, including City-Owned Poles. Such term shall not include Wireless Support Structures, a structure that supports electric transmission lines, or a municipally owned structure that supports electric lines used for the provision of municipal electric service..

WIRE: Fiber optic telecommunications cable, wire, coaxial cable, or other transmission medium that may be used in lieu thereof for similar purposes. (Ord. 99-9, 6-1-1999; amd. Ord. 00-1, 1-18-2000; 2012 Code)

WIRELESS FACILITY: Equipment at a fixed location that enables Wireless Services between user equipment and a communications network, including: (i) equipment associated with wireless communications; (ii) radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes Small Wireless Facilities. The term does not include the structure or improvements on, under, or within which the equipment is Collocated, wireline backhaul facilities, coaxial or fiber optic cable that is between Wireless Support Structures or Utility Poles or coaxial or fiber optic cable that is otherwise not immediately adjacent to, or directly associated with, an Antenna.

WIRELESS INFRASTRUCTURE PROVIDER: Any Person including a Person authorized to provide telecommunications service in the State, that builds, installs or maintains Utility Poles, wireless communication transmission equipment, Wireless Facilities or Wireless Support Structures.

WIRELESS SERVICES: Any services provided using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, delivered to the public using Wireless Facilities.

WIRELESS SERVICES PROVIDER: A Person who provides Wireless Services.

WIRELESS SUPPORT STRUCTURE: A freestanding structure, such as a monopole or, other existing or proposed structure designed to support or capable of supporting Wireless Facilities. Such term shall not include a Utility Pole.

WIRELINE BACKHAUL FACILITY: A facility used to transport communications by wire from a wireless facility to a communications network.

Written or in writing: A tangible or electronic record of a communication or representation, including a communication or representation that is handwritten, typewritten, printed, photostated, photographed, or electronic.

7-8A-1: DECLARATION OF FINDINGS AND INTENT; SCOPE OF REGULATIONS

A. Declaration Of Findings And Intent:

   1. The city finds the rights of way within the city:

      a. Are critical to the travel and transport of persons and property in the business and social life of the city;

      b. Are intended for public uses and must be managed and controlled consistent with that intent;

      c. Can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare and general economic well-being of the city and its citizens; and (Ord. 99-9, 6-1-1999)

d. Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience and negative impact upon the public from such facilities' construction, placement, relocation and maintenance in the rights of way; (Ord. 99-9, 6-1-1999; amd. 2012 Code)

2. The city finds that the right to occupy portions of the rights of way for limited times for the business of providing telecommunications services is a valuable use of a unique public resource that has been acquired and is maintained at great expense to the city and its taxpayers, and the taxpayers of the city should receive fair and reasonable compensation.

3. The city finds that while telecommunications systems are in part an extension of interstate commerce, their operations also involve rights of way, municipal franchising and vital business and community service, which are of local concern. (Ord. 99-9, 6-1-1999)

4. The city finds that it is in the best interests of its taxpayers and citizens to promote the rapid development of telecommunications services, on a nondiscriminatory basis, responsive to community and public interest, and to assure availability for municipal, educational and community services. (Ord. 99-9, 6-1-1999; amd. 2012 Code)

5. The city finds that it is in the interests of the public to franchise and to establish standards for franchising providers in a manner that:

   a. Fairly and reasonably compensates the city on a competitively neutral and nondiscriminatory basis as provided herein;

   b. Encourages competition by establishing terms and conditions under which providers may use valuable public property to serve the public;

   c. Fully protects the public interests and the city from any harm that may flow from such private commercial use of rights of way;

   d. Protects the regulatory authority of the city, in a manner consistent with federal and state law;

   e. Otherwise protects the public interests in the development and use of the city infrastructure;

   f. Protects the public investment in improvements in the rights of way; and

   g. Ensures that no barriers to entry of telecommunications providers are created and that such franchising is accomplished in manner that does not prohibit or have the effect of prohibiting telecommunication services, within the meaning of the telecommunications act of 1996 ("act" [PL no. 104-104]).

6. The city adopts this telecommunications chapter pursuant to its power to manage the rights of way by providers as expressly set forth by sections 253 and 653 of the act. (Ord. 99-9, 6-1-1999)

B. Scope: This chapter shall provide the basic local scheme for providers of telecommunications services and systems that requires the use of the rights of way, including providers of both the system and service, providers of the system only and providers of services only. This chapter shall apply to all future providers in the city prior to the effective date hereof, whether operating with or without a franchise as set forth in subsection 7-8A-3B of this chapter. (Ord. 99-9, 6-1-1999; amd. 2012 Code)

C. Excluded Activities:

1. This chapter shall not apply to cable television operators otherwise regulated by a cable television ordinance.

2. This chapter shall not apply to wireless telecommunication systems.

3. Providers excused by other laws that prohibit the city from requiring a franchise shall not be required to obtain a franchise, but all of the requirements imposed by this chapter through the exercise of the city police power, and not preempted by other law, shall be applicable. (Ord. 99-9, 6-1-1999)

7-8A-2: FRANCHISE REQUIRED:

A. Authority Of City To Grant Franchise: The city is empowered and authorized to issue nonexclusive franchises governing the installation, construction, operation, use and maintenance of systems in the city rights of way.

B. Every Provider Shall Obtain: Every provider shall obtain a franchise prior to constructing a telecommunications system or providing telecommunications services, or an open video system or providing services via an open video system. The fact that particular telecommunications systems may be used for multiple purposes does not obviate the need to obtain a franchise for other purposes. By way of illustration and not limitation, a cable operator of a cable system must obtain a cable franchise, and, should it intend to provide telecommunications services over the same system, must also obtain a telecommunications franchise. (Ord. 99-9, 6-1-1999; amd. 2012 Code)

C. Nature Of Grant: A franchise shall not convey title, equitable or legal, in the rights of way. A franchise is only the right to occupy rights of way for the purposes and for the period stated in the franchise; the right may not be subdivided or subleased. A franchise does not excuse a provider from obtaining appropriate access or pole attachment agreements before collocating its system on the property of others, including the city's property.

D. Current Providers: Except to the extent required by federal or state law, any provider acting without a franchise on the effective date hereof shall request issuance of a franchise from the city within ninety (90) days of the effective date hereof. If such request is made, the provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a franchise is not granted, the provider shall comply with the provisions of subsection 7-8A-9D of this chapter.

E. Nature Of Franchise: The franchise granted by the city under the provisions of this chapter shall be a nonexclusive franchise providing the right and consent to install, operate, repair, maintain, remove and replace its system on, over and under the rights of way in order to provide services that originate or terminate in or transit the franchise.

F. Regulatory Approval Needed: Before offering or providing any services pursuant to the franchise, a provider shall obtain any and all regulatory approvals, permits, authorizations or licenses for the offering or provision of such services from the appropriate federal, state and local authorities, if required, and shall submit to the city, upon the written request of the city, evidence of all such approvals, permits, authorizations or licenses.

G. Other Permits And Agreements: A provider shall obtain and pay for all pole attachment agreements, construction, building, road cut or other permits or approvals necessary under federal, state or city law or ordinance, before installing its system. Providers shall comply with all of the provisions of said agreement or permits and shall promptly complete all work contemplated under such permits and agreements.

H. Term Of Franchise: No franchise issued pursuant to this chapter shall have a term of less than five (5) years or greater than fifteen (15) years. (Ord. 99-9, 6-1-1999)

7-A8-3: COMPENSATION AND OTHER PAYMENTS:

A. Compensation:

1. Compensation: As fair and reasonable compensation for any franchise granted pursuant to this chapter, a provider shall have the following obligations: (Ord. 99-9, 6-1-1999)

a. Application Fee: In order to offset the cost to the city to review an application for a franchise and in addition to all other fees, permits or charges, a provider shall pay to the city, at the time of application, a nonrefundable application fee and an up front franchise fee, in such amounts as specified in the comprehensive fee schedule resolution. The provider may offset the franchise fee paid pursuant to subsection A1b of this section up to the amount of the up front franchise fee paid to the city. Only the application fee shall be paid when an amendment to an application is filed with the city. (Ord. 99-9, 6-1-1999; amd. 2012 Code)

b. Franchise Fees: The obligation to pay franchise fees shall commence on the completion date. (Ord. 99-9, 6-1-1999)

(1) The franchise fee shall be six percent (6%) of gross revenues, but cannot exceed six percent (6%). This fee is offset by any business license tax or fee enacted by the city. (Ord. 99-9, 6-1-1999; amd. 2012 Code)

(2) The city may, at its option, agree to accept services or excess capacity on a system in lieu of all or part of the franchise fee. The value of the services or excess capacity in the system shall be fairly negotiated between the city and the provider.

c. Excavation Permits: The provider shall also pay fees required for an excavation permit as provided in chapter 5, article B of this title. (Ord. 99-9, 6-1-1999)

2. Timing: Unless otherwise agreed to in writing, all fees shall be made on a monthly basis within thirty (30) days of the close of each calendar month.

B. Future Costs: A provider shall pay to the city or to third parties, at the direction of the city, an amount equal to the reasonable costs and expenses that the city incurs for the services of third parties (including, but not limited to, attorneys and other consultants) in connection with any renewal or provider initiated renegotiation, transfer, amendment or other modification of this chapter or a franchise; provided, however, that in the case of renewal only, the parties shall agree upon a reasonable financial cap at the outset of negotiations. Any costs associated with any work to be done by the power and public works department to provide space on city owned poles shall be borne by the provider. (Ord. 99-9, 6-1-1999; amd. 2012 Code)

C. Taxes And Assessments: To the extent taxes or other assessments are imposed by taxing authorities, other than the city on the use of the city property as a result of a provider's use or occupation of the rights of way, the provider shall be responsible for payment of its pro rata share of such taxes, payable annually unless otherwise required by the taxing authority. Such payments shall be in addition to any other fees payable pursuant to this chapter.

D. Interest On Late Payments: In the event that any payment is not actually received by the city on or before the applicable date fixed in the franchise, interest thereon shall accrue from such date until received at the rate charged for delinquent state taxes.

E. Fee Statement: Unless a franchise provides otherwise, each fee payment shall be accompanied by a statement showing the manner in which the fee was calculated.

F. No Accord And Satisfaction: No acceptance by the city of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such fee payment be construed as a release of any claim the city may have for additional sums payable.

G. Not In Lieu Of Other Taxes Or Fees: The fee payment is not a payment in lieu of any tax, fee or other assessment, except as specifically provided in this chapter, or as required by applicable law. By way of example, and not limitation, excavation permit fees and fees to obtain space on the city owned poles are not waived and remain applicable.

H. Continuing Obligation And Holdover: In the event a provider continues to operate all or any part of the system after the term of the franchise, such operator shall continue to comply with all applicable provisions of this chapter and the franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation; provided, that any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the city as a result of such continued operation after the term, including, but not limited to, damages and restitution.

I. Costs Of Publication: A provider shall assume any publication costs associated with its franchise that may be required by law. (Ord. 99-9, 6-1-1999)

7-8A-5: CONSTRUCTION AND TECHNICAL REQUIREMENTS:

A. General Requirements:

1. No provider shall receive a franchise unless it agrees to comply with each of the terms set forth in this section governing construction and technical requirements for its system, in addition to any other requirements or procedures specified by the city and the franchise, including requirements regarding collocation and cost sharing.

2. A provider shall obtain all necessary excavation permits before commencing any work in the rights of way. To obtain an excavation permit, the following factors shall be considered:

    a. The capacity of the rights of way to accommodate the provider's proposed system;

    b. The capacity of the rights of way to accommodate multiple wire in addition to the cables, conduits and pipes of other users of the rights of way, such as electrical power, telephone, gas and sewage utilities;

    c. The damage or disruption, if any, of public or private facilities, improvements or landscaping; or

    d. Public interest in minimizing the cost and disruption of construction from numerous excavations of the rights of way.

B. Quality: All work involved in the construction, operation, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. If, at any time, it is determined by the FCC or any other agency granted authority by federal law or the FCC to make such determination, that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the public health, safety or welfare, or quality of service or reliability, then a provider shall, at its own cost and expense, promptly correct all such conditions.

C. Licenses And Permits: A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, operate, maintain, upgrade or repair the system, including, but not limited to, any necessary approvals from persons and/or the city to use private property, easements, poles and conduits. A provider shall obtain any required permit, license, approval or authorization, including, but not limited to, excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval or authorization is required.

D. Relocation Of System:

    1. New Grades Or Lines: If the grades or lines of any rights of way are changed at any time in a manner affecting the system, then a provider shall, at its own cost and expense and upon reasonable written notice by the city, promptly protect or promptly alter or relocate the system, or part thereof, so as to conform with such new grades or lines. In the event that a provider unreasonably refuses or neglects to so protect, alter or relocate all or part of the system, the city shall have the right to break through, remove, alter or relocate such part of the system, without any liability to a provider, and a provider shall pay to the city the costs, including overhead, incurred in connection with such breaking through, removal, alteration or relocation. (Ord. 99-9, 6-1-1999)

    2. City Authority To Move System: The city may, at any time, in case of fire, disaster or other emergency, as determined by the city in its reasonable discretion, cut or move any parts of the grades or lines under the rights of way of the city, in which event the city shall not be liable therefor to a provider. The city shall notify a provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following action taken

under this subsection. Notice shall be given as provided in subsection 7-8A-11D of this chapter. (Ord. 99-9, 6-1-1999; amd. 2012 Code)

3. Provider Required To Move System: A provider shall, upon prior reasonable written notice by the city or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A provider may impose a reasonable charge on any person other than the city for any such movement of its systems.

E. Protect Structures: In connection with the construction, operation, maintenance, repair, upgrade or removal of the system, a provider shall, at its own cost and expense, protect any and all existing structures belonging to the city and all designated landmarks, as well as all other structures within any designated landmark district. A provider shall obtain the prior written consent of the city to alter any water main, power facility, sewerage or drainage system, or any other municipal structure on, over or under the rights of way of the city required because of the presence of the system. Any such alteration shall be made by the city or its designee on a reimbursable basis. A provider agrees that it shall be liable for the costs incurred by the city to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the city, any municipal structure or any other rights of way of the city involved in the construction, operation, maintenance, repair, upgrade or removal of system that may become disturbed or damaged as result of any work thereon by or on behalf of provider pursuant to franchise.

F. No Obstruction: In connection with the construction, operation, maintenance, upgrade, repair or removal of the system, a provider shall not unreasonably obstruct the rights of way of fixed guideway systems, railways, passenger travel, or other traffic to, from or within the city without the prior consent of the appropriate authorities. (Ord. 99-9, 6-1-1999)

G. Safety Precautions: A provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A provider shall comply with all applicable federal, state and local requirements, including, but not limited to, the national electrical code. (Ord. 99-9, 6-1-1999; amd. 2012 Code)

H. Repair: After written reasonable notice to the provider, unless, in the sole determination of the city, an eminent danger exists, any rights of way within the city which are disturbed or damaged during the construction, operation, maintenance or reconstruction by a provider of its system may be repaired by the city at the provider's expense, to a condition as good as that prevailing before such work was commenced. Upon doing so, the city shall submit to such a provider an itemized statement of the cost for repairing and restoring the rights of ways intruded upon. The provider shall, within thirty (30) days after receipt of the statement, pay to the city the entire amount thereof.

I. System Maintenance: A provider shall:

1. Install and maintain all parts of its system in nondangerous condition throughout the entire period of its franchise. (Ord. 99-9, 6-1-1999)

2. Install and maintain its system in accordance with standard prudent engineering practices and shall conform, when applicable, with the national electrical code and all other applicable federal, state and local laws or regulations.

3. At all reasonable times, permit examination by any duly authorized representative of the city of the system and its effect on the rights of way.

J. Trimming Of Trees: A provider shall have the authority to trim trees, in accordance with all applicable utility, ordinance and easement restrictions, upon and hanging over rights of way so as to prevent the branches of such trees from coming in contact with its system. The city forester or his representatives shall have authority to supervise and approve all trimming of trees conducted by a provider. (Ord. 99-9, 6-1-1999; amd. 2012 Code)

7-8A-6: FRANCHISE AND LICENSE NONTRANSFERABLE:

A. No Sale Allowed: A provider shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, a franchise granted pursuant to this chapter, or any of the rights or privileges granted thereby, without the prior written consent of the city. This provision shall not apply to sales of property or equipment by a provider in the normal course of business. No consent from the city shall be required for a transfer in trust, mortgage or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership or other entity controlling, controlled by or under common control with a provider.

B. Events Of Sale: The following events shall be deemed to be a sale, assignment or other transfer of the franchise requiring compliance with this section:

1. The sale, assignment or other transfer of all or a majority of a provider's assets to another person;

2. The sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in a provider by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in a provider;

3. The issuance of additional capital stock or partnership, membership or other equity interest by a provider so as to create a new controlling interest in such a provider; or

4. The entry by a provider into an agreement with respect to the management or operation of such provider or its system. (Ord. 99-9, 6-1-1999)

7-8A-7: OVERSIGHT AND REGULATION:

A. Insurance, Indemnity And Security: Prior to the execution of a franchise, a provider will deposit with the city an irrevocable, unconditional letter of credit and/or surety bond as required by the terms of the franchise, and shall obtain and provide proof of the insurance coverage required by the franchise. A provider shall also indemnify the city as set forth in the franchise.

B. Oversight: The city shall have the right to oversee, regulate and inspect periodically the construction, maintenance, operation and upgrade of the system, and any part thereof, in accordance with the provisions of the franchise and applicable law. A provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable a provider to prove, in reasonable detail, to the satisfaction of the city at all times throughout the term, that a provider is in compliance with the franchise. A provider shall retain such records for not less than the applicable statute of limitations.

C. Maintain Records: A provider shall at all times maintain:

1. On file with the city, a full and complete set of plans, records and as built hard copy maps or in electronic format compatible with the city's existing GIS system, of all existing and proposed installations and the types of equipment and systems installed or constructed in the rights of way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks, which shall include annotations of all rights of ways where work will be undertaken. Maps shall be drawn to scale. As built maps shall be submitted within thirty (30) days of completion of work or within thirty (30) days after completion of modification and repairs. Such as built maps shall be submitted on hard copy and in an appropriate electronic format. As built maps are not required of the provider who is the carrier of last resort for the existing system to the extent they do not exist.

2. Throughout the term, a provider shall maintain complete and accurate books of account and records of the business, ownership and operations of a provider with respect to the system in a manner that allows the city at all times to determine whether a provider is in compliance with the franchise. Should the city reasonably determine that the records are not being maintained in such a manner, a provider shall alter the manner in which the books and/or records are maintained so that a provider comes into compliance with this subsection. All financial books and records which are maintained in accordance with the regulations of the FCC and any governmental entity that regulates utilities in the state, and generally accepted accounting principles, shall be deemed to be acceptable under this subsection. (Ord. 99-9, 6-1-1999)

7-8A-8: RIGHTS OF CITY:

A. Enforcement And Remedies:

1. City Designee To Enforce: The city is responsible for enforcing and administering this chapter, and the city or its designee is authorized to give any notice required by law or under any franchise.

2. Enforcement Provision: Any franchise granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, procedures for accessing the bond/security fund, and rights of termination or revocation.

B. Force Majeure: In the event a provider's performance of any of the terms, conditions or obligations required by this chapter, or a franchise, is prevented by a cause or event not within a provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this subsection, causes or events not within the control of a provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides and fires.

C. Extended Operation And Continuity Of Services: Upon either expiration or revocation of a franchise granted pursuant to this chapter, the city shall have discretion to permit or require a provider to continue to operate its system or provide services for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. A provider shall continue to operate its system under the terms and conditions of this chapter and the franchise granted pursuant to this chapter.

D. Removal Or Abandonment Of Franchise Property:

1. In the event that: a) the use of all facilities in the city is discontinued for a continuous period of twelve (12) months; b) any facilities have been installed in the rights of way without complying with the requirements of this chapter or the franchise; or c) the provisions of subsection 7-8A-3E of this chapter are applicable and no franchise is granted, a provider, except the provider who is a carrier of last resort, shall be deemed to have abandoned such facilities.

2. The city, upon such terms as it may impose, may give a provider written permission to abandon, without removing any of the system, facilities or equipment laid, directly constructed, operated or maintained under a franchise. Unless such permission is granted or unless otherwise provided in this chapter, a provider shall remove within a reasonable time all abandoned facilities and shall restore, using prudent construction standards, any affected rights of way to their former state at the time such facilities and equipment were installed, so as not to impair their usefulness. In removing its plant, structures and equipment, a provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all rights of way in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The city shall have the right to inspect and approve the condition of the rights of way, cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this chapter and any security fund provided in a franchise shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this subsection.

3. Upon abandonment of any facilities in place, a provider, if required by the city, shall submit to the city a written instrument, satisfactory in form to the city, transferring to the city the ownership of the facilities abandoned.

4. At the expiration of the term for which a franchise is granted, or upon its revocation or earlier expiration, as provided for by this chapter, in any such case without renewal, extension or transfer, the city shall have the right to require a provider to remove, at its expense, all aboveground portions of a system or systems from rights of way within a reasonable period of time, which shall not be less than one hundred eighty (180) days.

5. Notwithstanding anything to the contrary set forth in this chapter, a provider may abandon any underground facilities in place so long as it does not materially interfere with the use of the rights of way or with the use thereof by any public utility, cable or other person. (Ord. 99-9, 6-1-1999)

7-8A-9: OBLIGATION TO NOTIFY:

Before entering onto any private property, a provider shall make a good faith attempt to contact the property owners in advance, and describe the work to be performed. (Ord. 99-9, 6-1-1999)

7-8A-10: GENERAL PROVISIONS:

A. Conflicts: In the event of a conflict between any provision of this chapter and a franchise entered pursuant to it, the provisions of this chapter shall control. (Ord. 99-9, 6-1-1999)

B. Separability: If any provision of this chapter is held by any federal, state or local court of competent jurisdiction, to be invalid as conflicting with any federal or state statute, or is ordered by a court to be modified in any way in order to conform to the requirements of any such law, shall not affect the validity and enforceability of all other provisions hereof. In the event that such law is subsequently repealed, rescinded, amended or otherwise changed, so that the provision which had been held invalid or modified is no longer in conflict, the provision in question shall return to full force and effect and shall again be binding on the city and the provider; provided, that the city shall give the provider thirty (30) days, or a longer period of time as may be reasonably required, for a provider to comply with such valid provision. (Ord. 99-9, 6-1-1999; amd. 2012 Code)

C. New Development: It shall be the policy of the city to liberally amend this chapter, upon application of a provider, when necessary to enable the provider to take advantage of any developments in the field of telecommunications which will afford the provider an opportunity to more effectively, efficiently or economically serve itself or the public.

D. Notices: All notices from a provider to the city required under this chapter or pursuant to a franchise granted pursuant to this chapter, shall be directed to the officer as designated by the city manager. A provider shall provide in any application for a franchise the identity, address and phone number to receive notices from the city.

E. Regulation By City: To the full extent permitted by applicable law either now or in the future, the city reserves the right to adopt or issue such rules, regulations, orders or other directives governing telecommunications that it finds necessary or appropriate in the lawful exercise of its police powers. (Ord. 99-9, 6-1-1999)

7-8A-11: FEDERAL, STATE AND CITY JURISDICTION:

A. This chapter shall be construed in a manner consistent with all applicable federal and state statutes.

B. This chapter shall apply to all franchises granted or renewed after the effective date hereof. Unless otherwise agreed to by the city, this chapter shall further apply, to the extent permitted by applicable federal or state law, to all existing franchises granted prior to the effective date hereof, and to a provider providing services, without a franchise, prior to the effective date hereof.

C. A provider's rights are subject to the police powers of the city to adopt and enforce ordinances necessary to the health, safety and welfare of the public. A provider shall comply with all applicable general laws and ordinances enacted by the city pursuant to its police powers. In particular, all providers shall comply with the city zoning and other land use requirements.

D. A provider shall not be relieved of its obligation to comply with any of the provisions of this chapter, or any franchise granted pursuant to this chapter, by reason of any failure of the city to enforce prompt compliance. (Ord. 99-9, 6-1-1999)

CITY OF
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MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: July 21, 2026

SUBJECT: Report on Redwood Road Cost Estimates & Use of Funds for the Foxboro Wetlands Park project (Items 6 & 7).

Redwood Road CDA
This item is a reporting item from the June 16, 2026 City Council meeting where we discussed the potential use of RDA funds within the Redwood Road CDA project area to make infrastructure improvements. In that meeting, we discussed five principal projects that could be addressed:

1) Completion of missing sidewalks
2) Tree planting and parkstrip improvements
3) Street lighting
4) Entry monumentation
5) Landscaped medians

At the meeting, I will present cost estimates on these items, together with a brief timeline of how the City could proceed to begin installing these important improvements.

Foxboro Wetlands Park Improvements
This item was also previously considered at a Council meeting on June 2, 2026. At that time, we discussed the following potential projects:

1) Replacement of the existing asphalt paths that surround the wetlands park
2) Enhancement of a surface water source to provide water to the wetlands
3) Installation of shade structures
4) Installation of additional irrigation and trees
5) Possible installation of a raised viewing platform

I will also have a presentation on these items and their associated cost estimates at the meeting.

City Council Action Items for July 21, 2026

Item	Staff	Description	Staff Responses
New			
26-06	Ken/David	(6-2-26 CM Knowlton) Discussion at future meeting exploring a NSL Green Waste program.	
Current			
26-05	Sherrie	(5-19-26 CM Smoot) Request staff pursue contacting owner (Big West Oil) of large round structure to see if there is interest for a mural.	*(6/10/26) Sherrie called and emailed Pam Metzger with Big West Oil on 5/21/26 regarding the proposed mural location and has not received any response. Follow up email sent again on 6/10/2026.*
26-04	Ken/Linda	(5-5-26 CM Knowlton) Request to increase the City's public outreach efforts regarding water conservation by launching a focused communications campaign to inform residents about existing landscaping conversion incentives and other water conservation strategies. Promote these resources across multiple communication channels for several months. All supported the idea to make the outreach effort a formal action item and mailer suggested by Ken Leetham. Ted would like City staff to also track households that make significant improvements such as trading out landscaping for xeriscape or drought tolerant materials.	*(6/11/26) City staff is working on a set of publications to inform the public about their options to replace high water use landscaping. These will include social media posts and a formal newsletter or direct mail approach to educate the public.*
26-03	Ken	(4-7-26 CM Jackson) Find out the current terms for the national fitness campaign and funding availability for an outdoor Fitness Court.	
26-01	Ken/Sherrie	(1-20-26 CM Knowlton) Completion of property deed related to US89 Greenway.	*(6-10-2026) Waiting on UDOT for the signed agreement (2026-01A), then staff will pursue the property transfer for the Greenway.*
25-30	Ken/Sherrie	(10-21-25 CM Van Langeveld) Investigate possible ordinance amendments for entrances of City area.	

Item	Staff	Description	Staff Responses
25-12	Ken/Jon/Sherrie	(5-7-24 CM Jackson) Possibility for an app that would provide the status of possible rail blockages. (8-6-24 CM Jackson) signage notifications for rail blockages. (3-4-25 CM Van Langeveld) Interested in a City app and to know costs. This app would help residents to stay informed, report issues, and access city services – similar to SLC, Syracuse or Sandy.	*(7-15-25) This action item is two items: 1) a request to develop a mobile train crossing warning system; and, 2) investigate having a City app that would contain lots of useful information for the public about city events and services.* *Train crossing warning system: Staff is working to prepare a presentation on alternatives for a mobile train access warning system. We are looking at a system in the Midwest and a system operated by Salt Lake City where there are multiple at-grade crossings subject to delay. This part of the project will require a few more months of work and a deadline of March 1, 2026 has been established.* *(11-25-25) City Staff made a presentation to the City Council on this action item is November 18, 2025. Staff will work with vendors to come up with a proposed app and app features. It is felt that the best way to address a rail crossing alert system is to direct app users to both a traffic software such as Wayz or Google Maps where users self-report delays and a traffic camera system that allows users to visually see the rail crossings in real time.* *(2-24-26) City staff has evaluated the feasibility of installing cameras at all railroad crossings within the city. Using existing infrastructure, cameras can be installed at the Center Street and 1100 North crossings with minimal capital costs. The live feeds will be available on the City's website and future mobile app. In addition to monitoring train related delays, staff is evaluating additional applications and identifying the most appropriate equipment to support these uses.*
25-11	Ken	(5-21-24 CM Knowlton) Prepare talking points for the 2600 South / 1100 North bridge challenges.	*(1-2-25) Ken is preparing talking points and will then update City website for public awareness.* *(7-15-25) The City has not moved forward on this project and the main reason is that the bridge cannot be built unless it is approximately 2,200 feet long. That length would be a significant disruption to several properties, require the re-routing and/or disconnection of Main Street, does not have the support of Woods Cross (adjacent to the project) and cost approximately $50-60 million.*
25-08	Sherrie	(2-18-25 All) Project to evaluate readdressing all County addresses to City addresses.	*(6-11-25) Staff has met to discuss the framework for the committee, the goals or recommendations to be considered, potential committee members, timeline and review 345 properties affected. Staff will draft assigned addresses for affected properties and provide timeline for Council.* *(7-15-25) City staff is working to assemble a data base of all addresses in the City that require adjustment. That will be completed by the end of 2025.*

Item	Staff	Description	Staff Responses
			After that time, City staff will propose to the Council a working group of members of the public, staff and Council representative to review the entire scope of the project, City costs and overall impacts of the project. Estimated completion, which is City Council taking action on a plan to move forward is April 1, 2026. *(4-2-26) The draft addresses are completed and being reviewed with engineering. A work plan will be prepared for the Council (May 2026) to establish a citizen group to review and make recommendations to the City Council.* *(6-10-26) The proposed address changes have been drafted. A proposal related to the committee will be presented in the 7-21-26 work session.*
25-03	Ken/Sherrie	(5-20-25 CM Baskin) Research potential for creating a dog park at Springhill Park. (1-20-26 CM Jackson) Request to keep this on action item list.	*(10-15-25) per direction from the Council on 10/7/2025 the next steps to creating a dog park at this location will be:* *1. Contact the property owners to determine if they are willing to sell the property* *2. Obtain an appraisal and enter into purchase contracts* *3. Engage a landscape architect or engineering firm to design the park and cost estimate* *Approve the budget for the project* *(4-2-26) one property owner indicated willingness to sell property to City.* *(6-10-26) The Abel parcel was sold at Davis County Tax Sale on 5-14-26 for $42,000. The new owner has not contacted the City regarding their planned use for the property.*
25-02	Ken/David	(5-20-25 CM Knowlton) Explore options to property purchase for expanding the Public Works facilities.	*(11-12-25) The City Council reviewed options to provide more space at the existing PW facility (see 10-21-25 minutes). Further work to be done on property acquisition. CC would also like to see options for vehicle storage including rental of garage space rather than construction of new facilities at the present time.*
Future Agenda Item Discussion Requests			
25-35	Ken	(12-2-25 CM Knowlton & Van Langeveld) Discussion at future meeting regarding solar panels on City property.	

Item	Staff	Description	Staff Responses
25-25	Ken	(9-2-25 All) Prepare Strategic Plan draft document for Council's review. (12-2-25 CM Van Langeveld) Request to revisit early in 2026.	*(6/11/26) A draft strategic plan summary document was sent to the City Council on June 2, 2026. Staff continues to work on the Council's five identified priorities.*
25-22	Sherrie	(10-3-23 CM Knowlton) Future work session item to discuss parking (restrictions, shared parking, time of day, on street, etc.)	*(7-15-25) This project is from October of 2023. We have had some discussions about parking since that time, but the Council should clarify for the staff what is needed or wanted with this assignment.*
25-21	Sherrie/Jon	*Combined Action Items:* (1-2-24) Work session on Code amendments related to park strip landscaping and street trees. Evaluate City owned park strips and properties for recommendation on conversion to water wise landscape & review compliance notifications and processes. (3-21-23) Look into increasing tree plantings on City owned land.	*(7-15-25) This project is to landscaping, water conservation methods and tree planting on City-owned property. This project requires City staff to provide an inventory and analysis of City-owned park strips and properties which might be good candidates for conversion from turf to water wise landscaping treatments. A second minor piece of this project is to evaluate our compliance notifications and processes related to conversion of areas to low water use treatments. Deadline for this project is September 16, 2025.* *This item also includes a policy question for the City Council related to what level of investment should the City be making each year for tree planting. The current General Plan and City budgets identify tree planting as a priority in the City and this project should articulate the City's specific action plan to increase tree plantings on City property. Deadline for this project is November 11, 2025.* *(10-15-25) On 9/16/2025 Staff reviewed possible locations with the City Council and was directed to obtain bids for the City Hall park strip and return to the Council for approval and budget allocation.*

Item	Staff	Description	Staff Responses
25-19	Ken / David	(4-2-24 All) Staff will make future proposal on trees/sidewalk damage policies.	*(5-16-24) Funds have been proposed in the FY25 budget of $100k for the purpose of sidewalk repair. An ordinance relating to trees and public rights-of-way needs to be put forward.* *(7-15-25) This item is part of a larger issue of sidewalk condition and repair Citywide. Two parts of the project are: 1) creating a policy for when trees on private property damage public sidewalks (should they be removed, sidewalk relocated, etc.). This first part also includes a policy related to the obligations of the adjacent property owners to participate in the costs of repair and replacement of sidewalk or removal of trees. 2) The City must address a citywide infrastructure need to repair and replace sidewalks throughout the City. This is a policy decision by the City Council.* *Deadline for Part 1: October 21, 2025* *Deadline for Part 2: January 20, 2026* *(11-12-25) City staff presented information on October 21, 2025 and the City Council requested a draft policy (ordinance) be prepared to address sidewalk repair and the preservation of trees.*
25-18	Sherrie/Ken	(11-19-24 Mayor Horrocks) Future discussion related to expanding Tunnel Springs Park or the Springhill Landslide area for parks request per residents on Independence Way.	*(11-26-24) The General Plan will have a park and open space element and an analysis of park distribution and walkability should be included.* *(10-15-25) A draft of the General Plan is expected from the consultant December 2025.* *(4-1-2026) Staff has received the General Plan revised draft and is currently reviewing.*
Completed			