



**CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING
NOTICE & AGENDA
AUGUST 18, 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 conducted in accordance with the City's Electronic Meetings Policy. The following items of business will be discussed; the order of business may change as time permits:

WORK SESSION – 6:00 p.m.

1. Presentation and Consideration of Accepting the Results of the South Davis Greenway Feasibility Study
2. Review Revised Plans for City Owned Property South of City Hall between Main Street and US89
3. Discussion of Action Items
4. Council Reports
5. City Attorney Report
6. Mayor's Report
7. City Manager Report
8. Adjourn

REGULAR SESSION – 7:00 p.m.

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Councilmember Knowlton
3. Citizen Comment – All citizen comment is welcome, but those wishing to speak should limit their comments to no more than three (3) minutes. Written comments may also be submitted to the City Recorder at wendyp@nslcity.gov.
4. Consent Agenda Items:
 - a. Approval of Resolution 2026-36R: A Resolution Approving a Franchise Agreement (2026-31A) with Emery Telecom

- b. Approval of Resolution 2026-37R: A Resolution Approving a Real Estate Purchase Agreement (2026-28A) for a Trail Easement Located at Approximately 55 West Center Street, North Salt Lake
 - c. Approval of Resolution 2026-38R: A Resolution Approving a Real Estate Purchase Agreement (2026-29A) for a Trail Easement Located at Approximately 110 South Main Street, North Salt Lake
 - d. Approval of Resolution 2026-39R: A Resolution Approving a Franchise Agreement and General Utility Easement (2026-32A) with Rocky Mountain Power
 - e. Bid Award to JLR and Sons, Inc. for Improvements on City-Owned Property Located South of City Hall Between Main Street and US89 in an Amount Not To Exceed \$250,000
 - f. Approval of City Council Minutes of August 4, 2026
5. Consideration of Resolution 2026-35R: A Resolution Authorizing the Issuance of Sales Tax Revenue Refunding Bonds
 6. Consideration of Golf Cart Equipment Purchase for Eaglewood Golf Course
 7. Consideration of Golf Cart Infrastructure Installation at Eaglewood Golf Course
 8. Consideration of Golf Cart GPS Purchase for Eaglewood Golf Course
 9. 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: August 17, 2026



Wendy Page, City Recorder



Summary Guide of City Council Agenda Items for August 18, 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: Acceptance of the South Davis Greenway Feasibility Study – City Council motion of acceptance. This project (South Davis Greenway) is a joint effort between North Salt Lake, Bountiful, Centerville and Farmington for the purpose of studying the feasibility of establishing a new regional trail corridor through all participating communities. Kimley-Horn is the consultant for this project and they will present the final draft of the study. A motion to accept the study is important and will support the cities' funding requests to the Utah Trails Network for construction of the corridor.

Item 2: Review revised plans for the City-owned property south of City Hall between Main Street and US89 – No Council action required in the work session. Staff will present the revised plans and cost estimates to the Council. An action awarding the bid for this item is on the consent agenda in the regular City Council meeting.

Items 3-7 include the action items and reports in the event there is time left in the work session.

7:00 p.m. – 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 Resolution 2026-36R: A resolution approving a franchise agreement with Emery Telecom – New franchisee using the City's adopted agreement form, see attached memo.
- b. Approval of Resolution 2026-37R: A resolution approving a real estate purchase agreement for a trail easement located at approximately 55 West Center Street – see attached memo.
- c. Approval of Resolution 2026-38R: A resolution approving a real estate purchase agreement for a trail easement located at approximately 110 South Main Street – see attached memo.
- d. Approval of Resolution 2026-39R: A resolution approving a franchise agreement and general utility easement with Rocky Mountain Power – Renewal of existing agreement with some minor changes, see attached memo.
- e. Bid Award to JLR and Sons, Inc. for Improvements on City-Owned Property Located South of City Hall Between Main Street and US89 in an Amount Not To Exceed \$250,000 – see attached memo.
- f. Approval of City Council minutes of August 4, 2026

Item 5: Approval of Resolution 2026-35R: A resolution authorizing the issuance of sales tax revenue refunding bonds – Council action required. This item allows the City to proceed towards refunding (refinancing) the Hatch Park sales tax revenue bonds issued in 2022. This action will potentially save the City over \$1 million over the life of the loan and will reduce the City's annual bond payment.

Item 6: Consideration of golf cart equipment purchase for Eaglewood Golf Course – Council action required. This item authorizes City staff to trade in existing gas golf carts that are at the end of life stage and replace them with new electric golf carts. Approval will require a budget amendment at a future meeting.

Item 7: Consideration of golf cart infrastructure installation at Eaglewood Golf Course – Council action required. This item authorizes City staff to purchase equipment and install electrical services required to

service electric golf carts previously approved in Item 6. Approval will require a budget amendment at a future meeting.

Item 8: Consideration of golf cart GPS units for use at Eaglewood Golf Course – Council action required. This item authorizes City staff to purchase GPS units for the golf carts previously approved in Item 6. Approval will require a budget amendment at a future meeting.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ali Avery, Long Range Planner

DATE: August 18, 2026

SUBJECT: Presentation of South Davis Greenway Feasibility Study by Kimley-Horn

RECOMMENDATION

City Staff recommends that the City Council accept the results of the South Davis Greenway Feasibility Study.

BACKGROUND

In 2025, North Salt Lake, Bountiful, Centerville, and Farmington cities, in coordination with WFRC, entered into a contract with Kimley-Horn to produce a South Davis Greenway Feasibility Study. The goal of the study was to “evaluate the feasibility of a new shared use path/trail/greenway connecting Station Park in Farmington to North Salt Lake, serving people walking, biking, and rolling – for commuting or recreation – and filling a critical gap on the east side of I-15 in south Davis County where no such facility currently exists.”

Kimley-Horn, over the past 11 months, has worked with all four (4) cities, WFRC, and project partners to conduct this study. With the guidance of a Project Management Team and a Steering Committee, including City Staff and members of the City Council, Planning Commission, and Trails & Active Transportation Committee, the consultant has worked to evaluate the best alignment for the South Davis Greenway. Various public outreach efforts have been conducted including a project website, flyers delivered door-to-door, signs and sidewalk decals along the alignment, a project display at the South Davis Recreation Center, and a demonstration event at Bountiful City Park.

The next steps, after the acceptance of this study, will be to work collaboratively with the other three (3) cities involved in this study to get funding for the engineered design and construction of the greenway, primarily through Utah Trail Network funds. Any potential commitment of funds needed will be requested from the City Council at a later date, as this step in the process does not involve any financial contribution.

The consultant will present the results of the study to the City Council.

PROPOSED MOTION

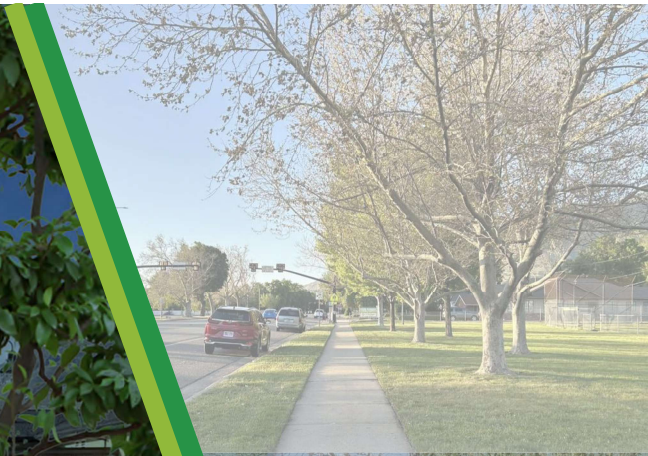
I move that the City Council accept the results of the South Davis Greenway Feasibility Study.

Attachments:

1) South Davis Greenway Feasibility Study



FEASIBILITY STUDY
AUGUST 5, 2026



Prepared by:

Kimley»Horn

Kimley-Horn and Associates, Inc.

111 East Broadway
Suite 600
Salt Lake City, Utah 84111

In association with:

» Township+Range
» Dig Studio

Prepared for:



Statutory Notice:

23 U.S.C. § 407: US Code - Section 407: Discovery and admission as evidence of certain reports and surveys

Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or railway-highway crossings, pursuant to sections 130, 144 and 148 of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

ACKNOWLEDGMENTS

We thank the project Steering Committee, representing participating cities and partner organizations, for their time, expertise, and contributions in guiding the development of the South Davis Greenway.

BOUNTIFUL CITY

Mayor Kate Bradshaw
Francisco Astorga
Lloyd Cheney
Rachel Coleman
Amber Corbridge
Gary Hill

CENTERVILLE CITY

Councilmember Gina Hirst
Sydney DeWees
Kevin Campbell
Mike Carlson
Michael Eggett
Dave Walker
Mitzi White
Gary Woodward

DAVIS COUNTY

David Mitchell

FARMINGTON CITY

Councilmember Amy Shumway
Chad Boshell
Brandon Federico
Lyle Gibson
Shannon Hansell
Joey Hansen

CITY OF NORTH SALT LAKE

Councilmember Ted Knowlton
Ali Avery
Karyn Baxter
Ken Leetham
Jon Marsh
Sherrie Pace
Peter Wirthlin

UTAH DEPARTMENT OF TRANSPORTATION

Ryan Halverson

WASATCH FRONT REGIONAL COUNCIL

Paulo Aguilera
Meg Padjen
Hugh Van Wagenen

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INTRODUCTION

The communities of Bountiful, Centerville, Farmington, and North Salt Lake, along with Davis County, and Utah Department of Transportation (UDOT) collaborated to prepare the South Davis Greenway Feasibility Study. This study evaluates the feasibility of a new shared-use side path connecting North Salt Lake to Farmington.

The South Davis Greenway will serve people walking, biking, and rolling, whether for commuting or recreation, and fills a critical gap on the east side of I-15 in south Davis County, where no such facility currently exists, while connecting communities to the statewide Utah trail network.

This study is funded through a grant from the WFRC Transportation and Land Use Connection (TLC) Program. Partner cities worked together to identify a preferred alignment and developed a basic concept design for a continuous route.

The preferred alignment was selected because it connects key community destinations, including parks and schools, while following streets that already serve as important walking routes. The planned facility is a 12-foot-wide side path with a landscaped buffer separating trail users from adjacent traffic. The greenway will provide a comfortable and safe facility for families, commuters, and recreational users. The alignment can be constructed largely within existing public right-of-way, while minimizing impacts to adjacent properties, with many segments incorporating existing wide paved shoulders and sidewalks, such as the example shown in the photo below.

The proposed 10.8-mile trail begins at the intersection of Highway 89 and Eagle Ridge Drive in North Salt Lake and extends north to Farmington. The route follows Orchard Drive in North Salt Lake, 200 West in Bountiful, 400 West in Centerville, the I-15 Frontage Road through Centerville and Farmington, and 200 West in Farmington. The proposed alignment is shown in Figure 1, and trail lengths by segment are summarized in Table 1.

TABLE 1. SOUTH DAVIS GREENWAY MILEAGE BY JURISDICTION

Jurisdiction	Trail Length
North Salt Lake	1.59 Miles
Bountiful	3.96 Miles
Centerville	3.23 Miles
Farmington	2.01 Miles
Total	10.8 Miles

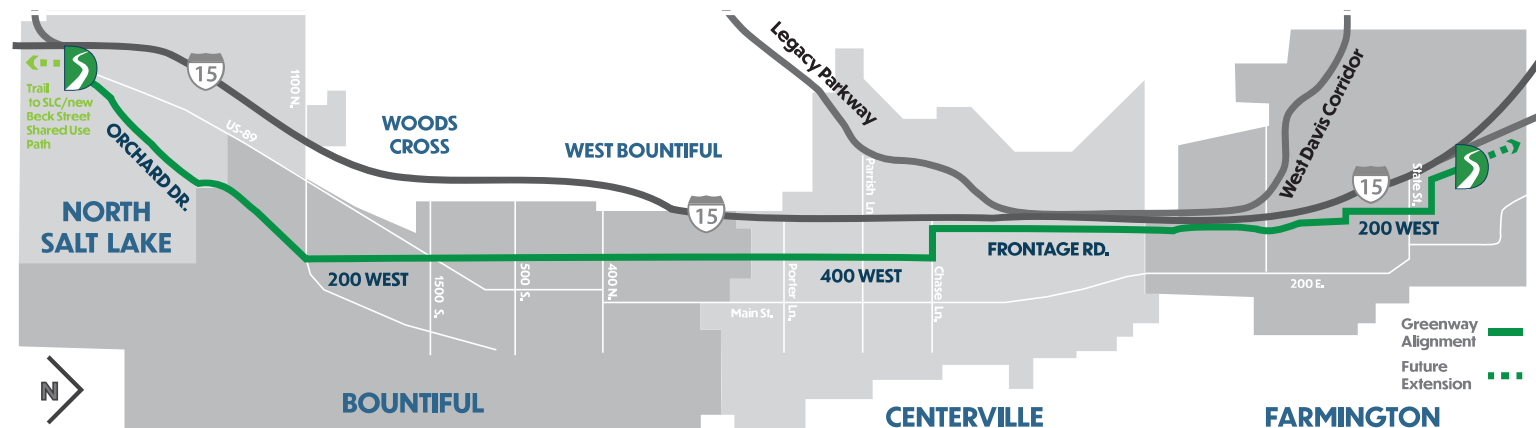


FIGURE 1. SOUTH DAVIS GREENWAY PROPOSED ALIGNMENT

STUDY GOALS

The goals for the South Davis Greenway Feasibility Study were developed in collaboration with participating municipalities through a series of stakeholder meetings and are organized around four key themes.

Together, these goals guide the development of a connected, safe, inclusive, family-friendly, and high-quality greenway that strengthens regional connectivity, improves access to key destinations, and integrates seamlessly with existing and planned trail networks.

NETWORK

- » **Connectivity for walking, biking, and rolling:** Address the lack of active transportation options in southern Davis County by creating a north-south “spine” supported by east-west connections.
- » **Access to downtowns and destinations:** Improve biking and walking access to each community’s downtown and key destinations, supporting walkable, less auto-dependent activity centers.
- » **Enhanced trails and recreation:** Connect to existing and planned trail networks in cities that lead to mountains, waterways, and wetlands, leveraging strong community interest in trails.

GREENWAY DESIGN

- » **High-quality design:** Optimize width, separation, amenities, and landscaping to create a cohesive experience, adapting design for different segments as needed.
- » **Practical and cost-effective:** Develop a fiscally responsible project that considers long-term maintenance, traffic impacts, and acceptable trade-offs within street ROW.

OUTCOMES

- » **Family-friendly:** Create a safe pathway experience attractive for multiple generations that families can enjoy together and use both to recreate and to access destinations.
- » **Well-used community asset:** Design an amenity that attracts range of user types, that the community is proud of, and positively impacts quality of life.

PLANNING PROCESS

- » **Broad stakeholders buy-in:** Engage city leadership, incorporate perspectives and needs from a range of City departments, align with General Plans and policies, and build community support through clear communication of the South Davis Greenway vision and its benefits.
- » **Funding and construction:** Create a plan that will attract funding and enable timely construction.

ACTIVE TRANSPORTATION FACILITY DEFINITIONS

BIKE LANES

Bike lanes are a designated on-street space for bicycles, typically 4–7 feet wide, marked with 6-inch striping and bike lane symbols. Bike lanes feel comfortable only for confident cyclists, unless they are located on low-speed, low-volume streets.



SHARED USE PATHS

Shared use paths (SUPs) are paved off-street paths, usually 10–12 feet wide, made of asphalt or concrete, accommodating pedestrians, bicyclists, and other non-motorized users. Sometimes called “trails,” but distinct from natural surface trails.



SIDE PATHS

Side paths are shared-use paths that run parallel or adjacent to a roadway, serving both pedestrians and bicyclists off-street. Sidepaths present unique challenges such as driveway crossings, intersections, and adjacent land uses. When designed well, they provide a comfortable alternative for users who prefer not to ride on-street.



EXISTING PLANS

UTAH TRAIL NETWORK

The Utah Trail Network (UTN) is a statewide initiative led by UDOT to develop a connected system of paved active transportation facilities serving communities across Utah. The UTN is envisioned as a backbone network that expands transportation choices by providing safe, comfortable, and accessible routes for users of all ages and abilities.

The UTN is intended to support both transportation and recreation by improving connections to employment centers, schools, commercial areas, transit, and regional destinations. By enhancing regional connectivity and closing key network gaps, the UTN advances statewide goals related to mobility, safety, public health, air quality, and quality of life, while supporting active transportation as a viable travel option.

In fall 2025, the UTN Master Plan was released. The plan identifies the locations of future UTN projects and highlights existing trails that may be incorporated into the network to serve the transportation needs of travelers throughout Utah.

The South Davis Greenway is included in this statewide vision, accessible at <https://gis.udot.utah.gov/utn-viewer>, through the projects listed in Table 2.



TABLE 2. SOUTH DAVIS GREENWAY / UTN SEGMENTS

Utah Trail Network Project ID	Project Name	Description
R1-093	US-89; North Salt Lake to Bountiful Trail Gap	The US-89; North Salt Lake to Bountiful Trail Gap is 2.9 miles long and is located in UDOT Region 1. It is a Proposed Base Network trail project.
R1-069	SR-106; Bountiful to Farmington Trail Gap	The SR-106; Bountiful to Farmington Trail Gap is 9.0 miles long and is located in UDOT Region 1. It is a Proposed Gap Closure trail project.

The South Davis Greenway Feasibility Study is funded through a grant from the Wasatch Front Regional Council (WFRC)'s Transportation and Land Use Connections program. This funding supports the feasibility study only. There is currently no funding allocated for design or construction; however, because the project is included in the UTN Master Plan Map, it is eligible for consideration for state funding. The South Davis Greenway advances a long-standing trail connection envisioned by local communities for years as shown in the following plans.

UDOT I-15 RECONSTRUCTION PROJECT, FARMINGTON TO SALT LAKE CITY

UDOT is preparing to improve I-15 from Salt Lake City to Farmington. The project includes reconstruction of sidewalks along impacted roadways including the I-15 Frontage Road. The partner cities have been in communication with the I-15 design team to include the segments of the South Davis Greenway that are within the I-15 project limits, into the I-15 project.

Figure 2 shows where planned improvements overlap with the South Davis Greenway in a dotted white line. The entire plan is accessible at: <https://i15eis.udot.utah.gov/>.

DAVIS COUNTY ACTIVE TRANSPORTATION PLAN (2024)

The South Davis Active Transportation Plan, updated in 2024, establishes a vision for a connected, safe, and comfortable active transportation network throughout Davis County. The plan identifies 39 regional active transportation routes that improve connectivity between communities and key destinations. Many of these identified regional routes overlap with the South Davis Greenway Corridor including:

- » **Route ID 9:** 200 W from 2600 S to Frontage Road/1500S.
- » **Route ID 11:** Orchard Drive/400 E from North Canyon Road to Chase Lane
- » **Route ID 37:** Highway 89 from Center Street (NSL) to Salt Lake County Line
- » **Route ID 39:** 500 West/Orchard Lane from Eagle Ridge Drive/Highway 89 to 1500 S/200 W

SOUTH DAVIS ACTIVE TRANSPORTATION PLAN (NOVEMBER 2019)

The South Davis Active Transportation Plan was prepared collaboratively by Bountiful, Centerville, and North Salt Lake. The plan established a Project Vision:

Bountiful, Centerville, and North Salt Lake will work together to improve quality of life, community health, and recreational access in South Davis County by connecting neighborhoods and destinations through safe walking and bicycling facilities.

Recommendations specific to each partner community, as it pertains to the South Davis Greenway Feasibility Study are:

- » **Bountiful:** Proposes a buffered bike lane on Orchard Drive south of 2600 South, and on 200 West.
- » **Centerville:** Continues the buffered bike lane on 200 West.
- » **North Salt Lake:** Proposes a shared-use path along US-89, and a separated bike lane on Orchard Drive.

BOUNTIFUL CITY

The Bountiful by Design General Plan (Adopted December 9, 2025) identifies a connected, multimodal transportation system as a key component of the City's long-term vision. The South Davis Greenway directly supports the Plan by improving regional bicycle and pedestrian connectivity, expanding active transportation opportunities, and strengthening connections between neighborhoods, parks, schools, commercial areas, and neighboring communities.

Guiding Principles, Goals, and Actions in the Plan include

A Connected Community with Complete Networks for Pedestrians, Bicycles, Transit, And Vehicles

- » **Goal 1:** Balance travel modes to move people safely and efficiently throughout the city.
- » **Goal 2:** Enhance access to and connectivity of non-motorized travel options.
- » **Goal 3:** Consider future multimodal transportation projects and initiatives in an updated transportation master plan.
- » **Action 1:** Work with neighboring municipalities and regional partners to identify an active transportation corridor between communities.

CENTERVILLE CITY

The Centerville General Plan references the South Davis Active Transportation Plan. The Plan identifies priority projects from the ATP including the 400 West buffered bike lanes. The plan states that implementation of these priority projects will help create continuous, safe corridors for cyclists and pedestrians throughout the region.

FARMINGTON CITY

The Farmington General Plan references the Farmington Active Transportation Plan (2016). The plan also includes a new shared-use path along the I-15 Frontage Road south of Glovers Lane, buffered bike lanes along the I-15 Frontage Road between Glovers Lane and 200 West, and bike lanes and a shared-use path along 200 West from the I-15 Frontage Road to State Street.

CITY OF NORTH SALT LAKE

The North Salt Lake General Plan (2013) is currently being updated in the ongoing Imagine NSL 2046. The General Plan emphasizes active transportation and includes provisions for shared-use paths as part of its Parks, Trails, and Recreation and Transportation chapters. Key elements include:

- » Adopted the South Davis Active Transportation Plan as an update to the General Plan in 2020, including a shared-use path connection to the Beck Street Trail at the intersection of Highway 89 and Eagle Ridge Drive.
- » Town Center and Highway 89 Corridor (Chapter 7) and the subsequent Town Center Master Plan (2016) envision a multi-modal street network with sidewalks, pathways, and mixed-use paths to create a pedestrian- and bicycle-friendly environment. A shared-use path is proposed along US-89 and within the Town Center to support walkability and connectivity.
- » Public engagement for the on-going General Plan update, named Imagine NSL 2046, highlights strong community interest in trail connectivity and enhancements, addressing gaps in bike and pedestrian infrastructure and improving east-west connections across barriers like I-15 and rail lines.

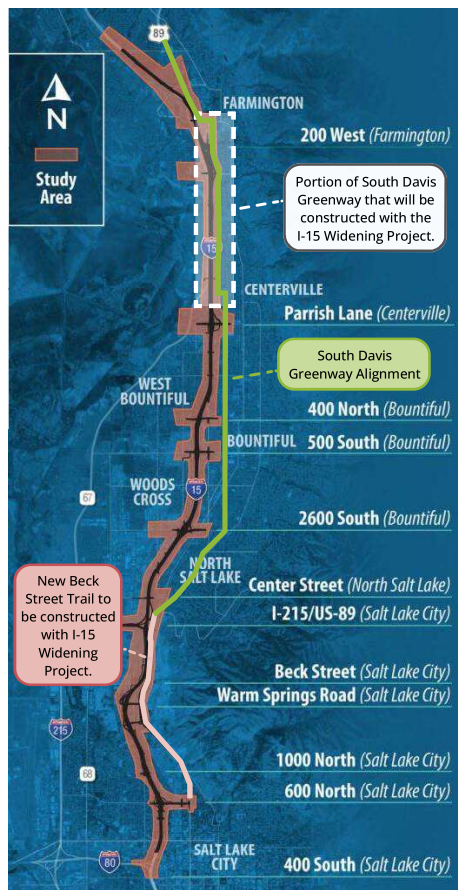


FIGURE 2. I-15 IMPROVEMENTS AND OVERLAP WITH SOUTH DAVIS GREENWAY

COMMUNITY ENGAGEMENT

The project was guided by a Steering Committee that included elected officials, city staff, and representatives from Davis County, UDOT, and WFRC. Community feedback gathered throughout the engagement process also informed project decisions and recommendations.

At the beginning of the project, the project team met with each participating municipality to hear about their current perspectives and receive input on their vision for the South Davis Greenway as well as potential alignment options, opportunities, and constraints.

STEERING COMMITTEE

The Steering Committee convened four times throughout the project to participate in workshops and provide feedback at key milestones. Their input and direction helped guide the project. Workshop summaries are provided below:

- » **Steering Committee Workshop #1** was held on November 10, 2025, at the Bountiful Recreation Center in Bountiful Utah. During the workshop, the Steering Committee reviewed and refined the study goals and discussed the desired outcomes of the proposed trail. Committee members also evaluated potential trail alignments and amenities, providing feedback on opportunities, constraints, and key considerations. This input helped establish the project's vision and guided development of the preferred trail alignment.
- » **Steering Committee Workshop #2** was held on January 19, 2026, at Bountiful City Hall. During the meeting, the project team shared preliminary trail design criteria that align with the Utah Trail Network (UTN) trail design criteria. During breakout groups, steering committee members discussed potential alignment conflicts such as right-of-way (ROW) or utility conflicts. Additionally, Steering Committee members provided location-specific suggestions for greenway amenity opportunities, helping refine the initial alignment, identify feasibility considerations, and inform future public outreach efforts.
- » **Steering Committee Workshop #3** was held on April 15, 2026, at Bountiful City Hall. The Steering Committee received an update on the revised corridor concept, which incorporated feedback from the previous workshop, as well as a preview of upcoming public engagement activities. The primary focus of the workshop was to discuss implementation topics, including maintenance responsibilities, landscaping approaches, funding opportunities, and project phasing. The discussion helped identify key implementation considerations and informed development of the South Davis Greenway's implementation strategy.
- » **Steering Committee Workshop #4** was held on May 27, 2026, at Bountiful City Hall. During the workshop, the project team presented the proposed phasing plan, trail segments, and estimated construction costs for each segment. The Steering Committee also discussed upcoming public engagement activities and strategies for advancing the South Davis Greenway toward implementation. Feedback received during the workshop helped refine the recommended phasing plan, funding strategy, and maintenance approach, and informed the study's final recommendations and implementation framework.

PUBLIC INVOLVEMENT

Public involvement strategies were used to introduce the South Davis Greenway concept, educate about greenways, share the planned alignment, and explain how a greenway may benefit community members in the four partnering municipalities.

Public involvement activities focused on online content such as short videos on the [project website](#), and social media posts delivered through City communication channels, encouraging the public to provide comment on the draft alignment concept. In addition, yard signs were posted within each community, and pavement stencils placed on the proposed South Davis Greenway alignment roadway shoulder.

Public Engagement Phase 1, conducted from January 2026 to April 2026, included the elements as illustrated below, in Table 3.

TABLE 3. PHASE 1 PUBLIC ENGAGEMENT

Introducing the project:	» Study website: southdavisgreenway.org
	» Information mailed to stakeholders along the planned alignment
Getting feedback:	» Onsite decals and signs/displays
	» Video: longer and shorter versions
	» City communications and leadership presentations
	» Indoor display in South Davis Recreation Center
	» Website comment box
	» Project email
	» Short online survey



WHAT DID THE COMMUNITY SAY?

Based on Phase 1 outreach, the study team received 119 survey responses, 45 comments submitted on the website, and 7 emails.

- » 45% of comments received expressed support for the project.
- » 19% of comments received expressed opposition or concern for the project.



Voices of Support from Survey Responses And Comments:

- » "Love this idea."
- » This is "a key element missing from our community."
- » "A reliable safe bike route through Davis County."
- » "Great way to connect the cities and encourage community!"
- » "How can I help make it happen?"



Voices of Concern from Survey Responses and Comments:

- » "I do not support any tax funds going towards this. There are plenty of road and safety needs already not addressed."
- » Prevents "me from being able to park in front of my house."
- » "This project is not needed. Just west is a green trail for biking, hiking, and walking."

A summary of comments by theme area is presented in Figure 3, on page 19.



OPEN HOUSE PROJECT INFORMATION BOARDS

HOW PUBLIC FEEDBACK SHAPED THE STUDY

Feedback received through the survey, project website, emails, stakeholder outreach, and public engagement activities generally affirmed the project's goals and overall vision for the South Davis Greenway. Community members expressed support for a safe, family-friendly facility that improves connectivity between neighborhoods, parks, schools, and other destinations throughout southern Davis County. Participants also emphasized the importance of landscaping, separation from traffic, and enhanced roadway crossings, which are reflected in the recommended design guidance and corridor concept presented in this report.

Comments related to parking, roadway operations, property impacts, maintenance responsibilities, and alternative routing options helped inform the evaluation of alignment alternatives and identify corridor constraints and implementation considerations.



DEMONSTRATION OF THE WIDTH AND LOCATION OF THE SOUTH DAVIS GREENWAY ON 200 WEST ADJACENT TO BOUNTIFUL CITY PARK.

WALK BIKE ROLL CONNECT

PHASE 2 PUBLIC ENGAGEMENT AND DEMONSTRATION EVENT

On June 26, 2026, the project team hosted a public open house and temporary greenway demonstration project in conjunction with a Bountiful City concert at Bountiful City Park. Community members were invited to review the proposed alignment, view project renderings, discuss the project with team members, and experience a temporary installation demonstrating the proposed 12-foot-wide trail and landscaped buffer.

Approximately 50 to 60 people attended the event, and 27 comment cards were submitted. Nearly two-thirds (63%) of comments expressed support for the project. Common themes included improving safety, creating family-friendly active transportation opportunities, enhancing connectivity between communities and destinations, strengthening connections to east-side trail networks, and incorporating landscaping and other aesthetic improvements along the corridor.

Community feedback also identified concerns with the proposed alignment along the south side of Chase Lane in Centerville. In response, the alignment was revised to the north side of Chase Lane between the I-15 Frontage Road and 400 West. This is reflected in the Recommended Alignment described in page 28 of this report. Additional outreach during final design is recommended to continue coordination with adjacent property owners and stakeholders and to address site-specific concerns.



DEMONSTRATION ACTIVITY IN JUNE 2026

- = 1 survey response

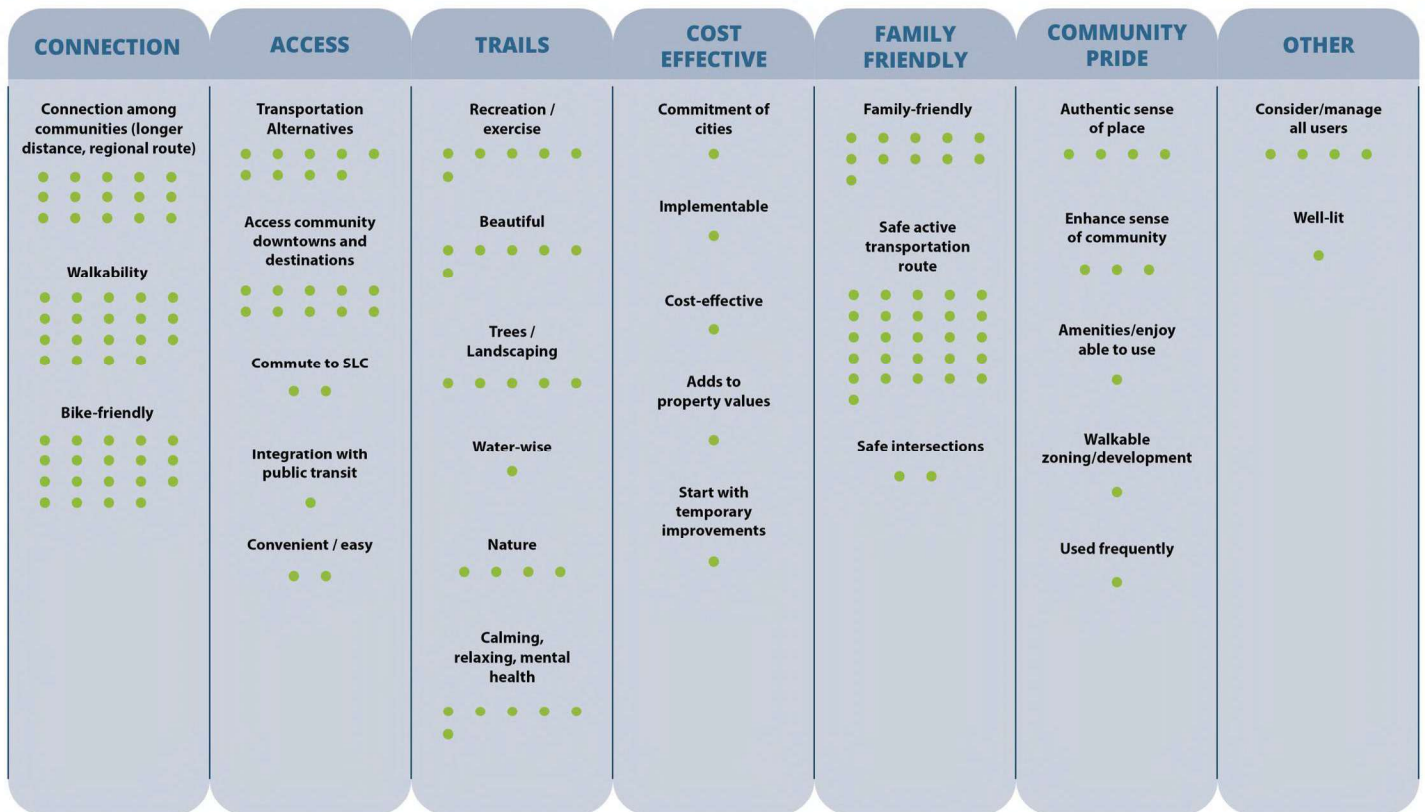


FIGURE 3. SUMMARY OF PUBLIC INPUT, ROUND 1

RECOMMENDATIONS

DESIGN CRITERIA

Trail design criteria were established using AASHTO’s Fifth Edition Guide for the Development of Bicycle Facilities, 2024 and the UTN Quick Reference Design Guide (revised 6/9/2025) as summarized in Table 4.

The recommendations presented in this study are planning-level concepts intended to guide future project development. Final dimensions, design treatments, and engineering details will be refined during subsequent design and engineering phases.

Trail design will reflect context-sensitive conditions, opportunities, and constraints. Where existing sidewalks are replaced, intersections and crossings will be upgraded to meet current ADA accessibility requirements. As a potential trail adopted into the Utah Trail Network, the South Davis Greenway will be a paved, separated side path that meets established safety and comfort expectations for users of all ages and abilities, including children and older adults.

The trail is recommended to be 12-feet wide, consistent with UTN guidance and comparable UDOT facilities. A 12-foot-wide trail can accommodate maintenance vehicles, drive crossings, and comfortably supports:

- » Lateral separation between opposing users.
- » Room for passing of different user groups.
- » Greater shy distance from edges, signs, railings, or vertical elements.
- » Reduced need for users to leave the paved surface during passing events.
- » Improved comfort for families, children, and older adults.

The design criteria reflect nationally recognized best practices, established engineering guidance, and stakeholder feedback. As UTN standards continue to be refined, the most current approved UTN guidance should be used, and project designs shall conform to those standards during subsequent phases of design.

TABLE 4. SOUTH DAVIS GREENWAY DESIGN CRITERIA

Criteria	Functional Requirement
Total Trail Width	12 ft
Stabilized Shoulder Width	5 ft recommended; 2 ft practical minimum
Park Strip/Buffer	6 ft*
Shy Distance (Continuous Vertical Elements)	2 ft- 3 ft recommended*
Shy Distance (Intermittent Vertical Elements)	2 ft- 3 ft recommended; post-mounted signs must meet 2 ft clearance minimum*
Vertical Clearance from Overhead Elements (e.g. Trees, Tunnels, Signs)	10 ft preferred; 8 ft minimum

TYPICAL SECTIONS

2-Lane configuration

For much of the southern portion of the alignment, the South Davis Greenway runs alongside a two-lane road with travel in both directions, as shown below. This condition is seen along N Orchard Road, where UTA Bus Route 455 operates. This configuration includes a 6’ park strip buffer between the 12’ trail and roadway. Vegetation must meet utility clearance requirements and maintain access to equipment.

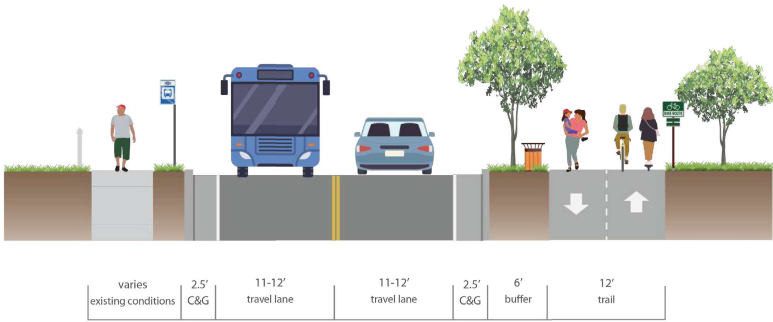


FIGURE 4. TYPICAL SECTION: 2-LANE CONFIGURATION

*Right-of-way limitations may alter the length of shy distances and the width of the park strip in constrained areas. These locations are noted in the concept exhibits in Appendix A.

3-Lane configuration

In much of the central portion of the alignment, the South Davis Greenway travels alongside a three-lane road, containing a center turn lane, as shown to the right. This condition is seen on a majority of 200 W/400W between 400 N and 850 S. This configuration allows for a 6' park strip buffer between the 12' trail and roadway. Vegetation must meet utility clearance requirements and maintain access to equipment

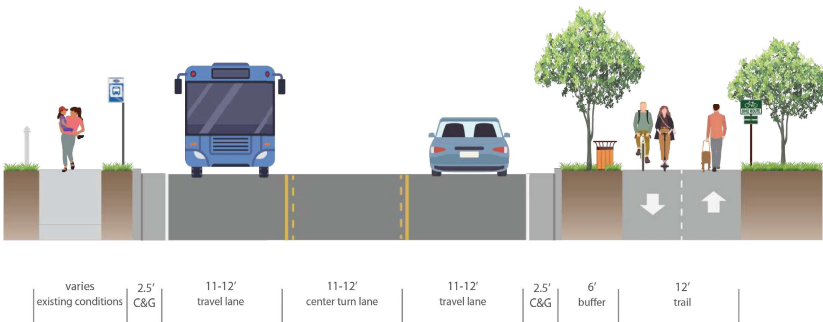


FIGURE 5. TYPICAL SECTION: 3-LANE CONFIGURATION

4-Lane configuration with parking

In the northern portion of the alignment, the South Davis Greenway travels alongside a four-lane road, with space for parallel parking on both sides, as shown to the right. This condition is seen on 200 W between 200 S and State Street. In the next phase of design, narrowing the park strip along portions of the trail by 1-2' may allow the trail to tie into the existing curb and gutter to save on cost. This configuration maintains the existing travel lanes, reducing overall costs.

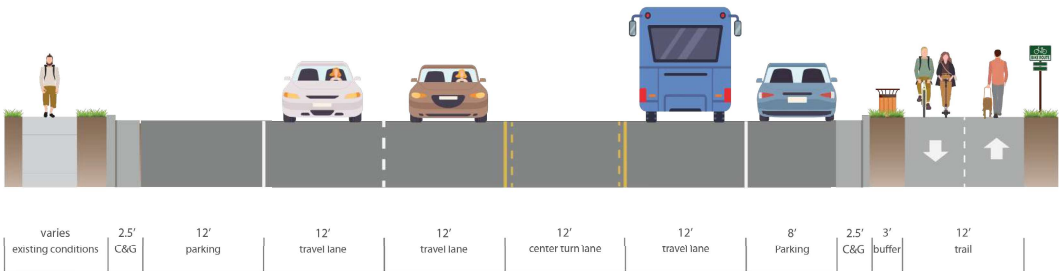


FIGURE 6. TYPICAL SECTION: 4-LANE CONFIGURATION WITH PARKING

LANDSCAPE GUIDANCE

Landscape treatments along the South Davis Greenway should support community identity, long-term sustainability, and operational feasibility, while reinforcing the South Davis Greenway's role as both a transportation and recreational facility.

The following checklist establishes overarching landscape expectations to guide future design and construction. These guidelines are intended to identify priorities, constraints, and coordination needs rather than prescribe final designs.

Community Character and Identity

- » Landscape concepts should reflect individual city identity while contributing to a cohesive regional South Davis Greenway experience.
- » Local variation is encouraged; uniform landscaping across all cities is not required.
- » Identity should be conveyed through plant palettes, materials, and character elements, not high-maintenance features.

Park Strip

- » A minimum 6-foot landscaped park strip between curb and trail is a desired condition where right-of-way allows. Park strips should function as:
 - A buffer between trail users and traffic.
 - A space for low-water, salt-tolerant landscaping.
- » In constrained areas, alternative buffer strategies may be evaluated, but the loss of a landscaped buffer should be clearly identified as a tradeoff.

Water-Wise Landscaping

- » Turf grass between the trail and curb should be avoided due to irrigation consumption and maintenance concerns.
- » Landscaping should align with Weber Basin/"[Flip your Strip](#)" principles where feasible. Priority should be given to:
 - Drought-tolerant species.
 - Salt-tolerant species.
- » Low-maintenance ground covers and shrubs.

Salt, Snow, and Roadway Impacts

- » Salt exposure should be assumed in roadway-adjacent segments and addressed through plant selection and layout.
- » Landscape concepts should anticipate winter maintenance impacts and avoid sensitive planting in high-salt zones.

Irrigation Strategy

All cities along the South Davis Greenway are encouraged to collaborate and identify an irrigation approach, while avoiding mandates that limit local discretion. Future design and implementation efforts should also evaluate the need for dedicated irrigation meters, water service connections, and other supporting infrastructure required to maintain landscape improvements along the corridor. Observations made by the Steering Committee during discussion of irrigation concepts include:

- » A single irrigation system across the corridor is not feasible or required.
- » Irrigation approaches may vary by city and by segment.
- » Areas with more intensive landscaping may warrant dedicated irrigation systems.
- » Tying into residential irrigation systems may present operational challenges and should be evaluated cautiously.
- » Irrigation feasibility, including potential meter and service connection requirements, and risks (e.g., winterization, system failures) should be clearly identified.

Utility Coordination

Concept design exhibits identify above-ground utility conflicts with utility poles to the extent feasible within this study. Additional above-ground and below-ground utility conflict identification is required during final design, including water meters, fire hydrants, valve boxes, manholes, storm drainage facilities, communication/fiber infrastructure, transformers, and other utility appurtenances.



WATER-WISE LANDSCAPING EXAMPLES

MAINTENANCE OPTIONS

Long-term maintenance considerations are central to success of the South Davis Greenway. Decisions related to design, amenities, and landscape treatments should be informed by clear expectations for ownership, operations, and ongoing maintenance across the corridor. Establishing a realistic and coordinated maintenance framework early can help avoid deferred upkeep, inconsistent conditions, or system failures experienced in past multi-jurisdictional projects. Cities will be responsible for trail maintenance, including surface asphalt, vegetation management, irrigation, and snow removal.

Maintenance responsibilities for landscaped park strips, trees, irrigation systems, and other landscape improvements should be clearly established during future design and implementation phases. While participating jurisdictions are anticipated to maintain facilities within their respective boundaries, alternative maintenance arrangements may be considered where appropriate.

Long-term success will also depend on each jurisdiction's ability to plan and budget for future rehabilitation and replacement costs, including pavement resurfacing, irrigation system replacement, landscape renewal, and other capital reinvestments that will be required over the life of the facility.

Maintenance & Management Considerations

A comprehensive approach to maintenance and management, should be identified and documented including:

- » Clearly defined ownership and maintenance responsibility by segment, facility type, or jurisdiction.
- » An agreed-upon approach to system management and oversight to ensure continuity and accountability over time.
- » Early identification of long-term operational needs associated with the South Davis Greenway, beyond initial construction or capital investment.
- » Consideration of lifecycle costs and future capital needs, including rehabilitation, replacement, and major maintenance required to sustain the facility over time.

Design decisions, including amenities, pavement markings, landscape treatments, and supporting infrastructure, should align with realistic municipal maintenance capacity and available resources to support consistent care over the life of the facility.

Multi-Jurisdictional Coordination

Given that the South Davis Greenway spans multiple cities, coordination on maintenance and management approaches can provide efficiencies while allowing flexibility where local conditions differ. Cities are encouraged to collaborate in identifying where shared approaches add value, while avoiding mandates that limit local discretion. This coordination may include, but is not limited to, alignment on:

- » General maintenance expectations and service levels along the corridor.
- » Irrigation and utility operations where applicable.
- » Assumptions related to upkeep, replacement cycles, and staffing or contractor support.
- » Assumptions related to maintenance of landscaped buffers, irrigation systems, and other South Davis Greenway landscape features.

CONCEPTUAL ALIGNMENT

With the completion of UDOT's Beck Street Trail in Salt Lake City, the South Davis Greenway will complete a safe and comfortable path from Farmington to downtown Salt Lake City. A potential future extension through Farmington was also identified to connect the trail to Fruit Heights. Concept plan sheets are included in Appendix A.

RECOMMENDED ALIGNMENT

The recommended alignment is approximately 10.8 miles long, beginning at the terminus of the Beck Street Trail in North Salt Lake on the south side of Eagle Ridge Drive. The trail heads north along the west side of Orchard Drive to the Center Street intersection, where it crosses to the east side of Orchard Drive. It continues north along Orchard Drive/200 West for approximately 2.6 miles to the Five Points Roundabout in Bountiful, then proceeds through the roundabout and continues north on 200 West for just over 3 miles to Parrish Lane. At that point, the trail crosses to the west side of 200 West/400 West at CenterPoint Theater, where it remains until Chase Lane.

At Chase Lane, the trail turns west and follows the south side of Chase Lane to I-15 Frontage Road. From there, it continues along the east side of Frontage Road, for approximately 3.1 miles to 200 West, where it turns north and continues along the east side of 200 West until terminating at State Street in Farmington.

FUTURE EXTENSIONS

The current study area and South Davis Greenway alignment terminates at State Street in Farmington. A future extension was identified during discussions with City of Farmington, to extend the South Davis Greenway north of State Street and towards Fruit Heights. While Farmington city staff have a general vision for how the trail should continue through their city before connecting to Fruit Heights, the exact alignment has not

yet been determined.

The city's initial alignment for the future extension would continue along the east side of Lagoon Drive. Beyond Lagoon, the city has identified two alternatives.

- » **Alternative A** would cross Lagoon Drive via a new pedestrian bridge, then continue north to the I-15 off-ramp and pass under Park Lane via a potential tunnel (see Appendix A, Sheets 38 – 40).
 - » **Alternative B** would follow Lagoon Drive and 950 North until reconnecting with Frontage Road (see Appendix A, Sheets 38-40).
- The trail continues north along Frontage Road for about 900 feet before two alternatives are considered.
- » **Alternative C** continues north along Frontage Road and turns east at Shepard Lane, crossing north at Foxglove Road (see Appendix A, Sheets 40 and 41). From Foxglove Road, both alternatives would continue north past Smith's Grocery Store, turn west on Creek Lane, and proceed north along Frontage Road until reaching Fruit Heights.
 - » **Alternative D** shows the trail passing through Farmington City Park and along 700 West before turning west on Shepard Lane and crossing north at Foxglove Road (see Appendix A, Sheets 40 and 41). From Foxglove Road, both alternatives would continue north past Smith's Grocery Store, turn west on Creek Lane, and proceed north along Frontage Road until reaching Fruit Heights.

I-15 COORDINATION

The recommended trail alignment follows I-15 Frontage Road through Centerville and Farmington. In 2024, UDOT published the I-15 Environmental Impact Statement (EIS), which identifies impacts to Frontage Road and adjacent properties. As part of the Frontage Road reconstruction, UDOT committed to replacing the existing sidewalk trail (8 feet in most locations) and closing trail gaps within the project area.

This commitment presents a partnership opportunity to coordinate with UDOT on upgrading the existing Frontage Road sidewalk/trail to meet the proposed South Davis Greenway design standard of a 12-foot-wide path, consistent with UDOT's Utah Trail Network design guidelines.

The project team and affected communities have engaged UDOT in discussions to increase the trail width currently proposed in the EIS to 12 feet, encouraging a consistent cross-section along the entire South Davis Greenway corridor.

KEY CONSTRAINTS

Several limitations exist throughout the South Davis Greenway corridor leading to deviations in the design through constrained areas. These locations are annotated on concept plan sheets in Appendix A.

These constraints include:

- » **Utility Poles:** Impacted utility poles are called out in pink through the alignment sheets.
- » **Street Crossings:** There are several street crossings along the corridor. The locations for potential future pedestrian bridges or tunnels are also called out in the sheets.
- » **Right-of-way considerations:** These are noted through the plans, including impacts requiring retaining walls, fencing, or relocation.

Elements of the design and key features of each segment such as roadway crossings, utility conflicts, and opportunity areas are noted in the concept plan sheets, Appendix A.

POCKET PARK OPPORTUNITIES

Throughout the South Davis Greenway alignment corridor, there are opportunities for pocket parks (also known as parkettes or mini-parks). These are small-scale green spaces that are publicly accessible and integrated into the surrounding neighborhood fabric.

Pocket parks can be strategically located where the South Davis Greenway intersects residential areas, commercial districts, trailheads, or underutilized parcels. Potential locations for pocket parks and trail amenities have been identified in the concept plan sheets in Appendix A.

Pocket parks represent a meaningful opportunity to enhance the value of the South Davis Greenway for surrounding communities. By providing places to pause, gather, and engage with the landscape, these spaces can serve as informal neighborhood destinations along the corridor. Even modest interventions, such as seating, shade, native landscaping, public art, or interpretive elements, can transform residual or overlooked spaces into welcoming community assets.

From a community perspective, pocket parks can:

- » Expand access to green space in areas that may lack larger parks.
- » Support everyday use of the South Davis Greenway by offering rest areas and social spaces for walkers, cyclists, and families.
- » Create flexible plazas or micro-destinations that can reflect local character and neighborhood identity.
- » Improve the overall comfort and appeal of the corridor, encouraging repeat use and stewardship.

Because pocket parks are small and adaptable, they can be phased over time and tailored to site-specific constraints, partnership opportunities, and community priorities. When thoughtfully designed, they offer a high-impact, low-footprint way to deliver visible benefits to neighborhoods while reinforcing the South Davis Greenway as a shared community space rather than solely a pass-through trail.



PROMISE PARK ALONG PARLEY'S TRAIL IN SALT LAKE CITY

CURRENT AND PROPOSED CONDITIONS



EXISTING: BOUNTIFUL NEXT TO SOUTH DAVIS RECREATION CENTER



EXISTING: NORTH SALT LAKE SOUTH OF CENTER STREET



PROPOSED: BOUNTIFUL NEXT TO SOUTH DAVIS RECREATION CENTER



PROPOSED: NORTH SALT LAKE SOUTH OF CENTER STREET



EXISTING: CENTERVILLE NEXT TO PORTER-WALTON PARK



EXISTING: FARMINGTON ACROSS FROM FARMINGTON JR. HIGH SCHOOL



PROPOSED: CENTERVILLE NEXT TO PORTER-WALTON PARK



PROPOSED: FARMINGTON ACROSS FROM FARMINGTON JR. HIGH SCHOOL

PROJECT PHASING

The South Davis Greenway will be constructed in phased segments, based on funding availability. Segments can be implemented individually or combined to support flexible funding, prioritization, and delivery. The recommended phasing sequence was developed to prioritize segments that connect to planned I-15 improvements, create logical and usable trail connections, capitalize on near-term implementation opportunities, and deliver meaningful benefits to the community as early as possible. Recommended implementation segments consider construction complexity, logical termini, and the ability to deliver clearly defined, constructible segments.

Table 5 describes the five proposed construction segments, labeled A-E, and their corresponding jurisdictions. Phase “0” will be constructed with the current I-15 widening project. Funding needs to be identified and secured for Phases 1, 2, and 3.

TABLE 5. PROJECT SEGMENTS

Segment	STA Begin	Beginning Point	STA End	Ending Point	Length (miles)	Jurisdiction
A	00+00	US-89/Eagle Ridge Drive	120+00	2600 S	2.27	North Salt Lake/Bountiful
B	120+00	2600 S	249+00	North of 400 N	2.44	Bountiful
C	249+00	North of 400 N (South Davis Recreation Center)	381+00	Chase Lane / I-15 Frontage Road	2.5	Bountiful, Centerville
D	381+00	Chase Lane/I-15 Frontage Road	555+50	200 W/I-15 Frontage Road	3.3	Centerville, Farmington
E	555+50	200 W/I-15 Frontage Road to State Street	571+00	200 W/State Street	0.29	Farmington



RECOMMENDED PHASING

The following is the recommended phasing program for South Davis Greenway implementation.

Phase 0:

- » **Segment D:** I-15, Farmington to Salt Lake City Reconstruction project.

Phase 1:

- » **Segment A:** US-89/Eagle Ridge Drive to 2600 South.
- » **Segment E:** Farmington 200 W/I-15 Frontage Road to State Street.

Phase 2:

- » **Segment C:** 400 N/South Davis Recreation Center to Chase Lane/I-15.

Phase 3:

- » **Segment B:** 2600 S to 400 N/South Davis Recreation Center.

Early phases prioritize segments that connect to I-15 improvements, either to the I-15 Frontage Road segment of the South Davis Greenway, or to the new Beck Street Shared Use Path which will also be constructed as part of the I-15 project.

Figure 7 illustrates the phasing approach to the five proposed segments.

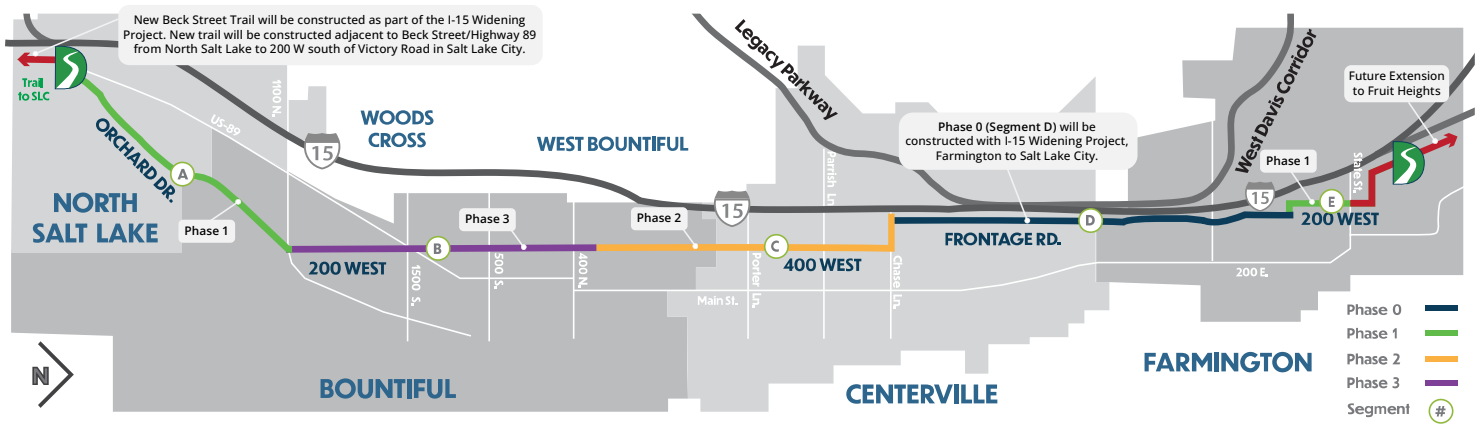


FIGURE 7. RECOMMENDED PHASING

ESTIMATE OF PROBABLE CONSTRUCTION COST

A preliminary, planning-level construction cost estimate was developed for the recommended alignment, consistent with the level of detail appropriate for a feasibility study. The estimate includes major construction elements such as a 12-foot-wide paved side path, 6-foot-wide park strip, roadway reconstruction, driveway connections, retaining walls, and utility relocations.

This estimate provides an initial assessment of potential construction costs and is based on limited design information. As such, it will be refined as survey, engineering, right-of-way, environmental review, and coordination efforts are completed. Actual project costs may vary based on final design, permitting requirements, market conditions, and construction phasing.

The estimate does not include all project elements. Key cost components requiring further evaluation in subsequent phases include drainage design, utility relocations, signage and wayfinding, right-of-way acquisition (beyond preliminary assumptions), and potential environmental mitigation. These elements will be further defined during future design phases and may affect the overall project cost.

The total estimated cost of the trail from North Salt Lake to Centerville, encompassing Segments 1, 2, 3, and 5, is \$42.8 million (2026 dollars). Table 6 summarizes costs by segment, and detailed cost estimate worksheets for each segment are provided in Appendix B.

TABLE 6. SEGMENT COSTS (2026 AND 2031)

Segment	STA Begin	Beginning Point	STA End	Ending Point	Estimated Cost (2026)	Estimated Cost (2031)
A	00+00	US-89/Eagle Ridge Drive	120+00	2600 S	\$13,110,000	\$15,388,000
B	120+00	2600 S	249+00	North of 400 N (South Davis Recreation Center)	\$13,072,000	\$15,332,000
C	249+00	North of 400 N (South Davis Recreation Center)	381+00	Chase Lane / I-15 Frontage Road	\$15,296,000	\$17,951,000
D	381+00	Chase Lane/I-15 Frontage Road	555+50	200 W/I-15 Frontage Road	Included with I-15 Reconstruction; separate cost estimate was not prepared.	
E	555+50	200 W/I-15 Frontage Road to State Street	571+00	200 W/State Street	\$1,314,000	\$1,543,000
Total Construction/Design					\$42.8M	\$50.2M

PROBABLE CONSTRUCTION COST BY JURISDICTION

The communities of Bountiful, Centerville, Farmington, North Salt Lake, and Davis County will collaborate to complete construction of the South Davis Greenway Feasibility Study. Table 7 and Table 8 describe the segment cost by jurisdiction for 2026 and 2031, respectively. The cost by phase and jurisdiction is provided to support grant applications to local, state, and federal funding programs. More information about potential funding sources is included in the next section. The South Davis Greenway is well-positioned for state funding since it is part of the Utah Trail Network.

TABLE 7. COST BY PHASE AND JURISDICTION (2026)

Phase	Segment	Total Construction Cost (2026)	Segment Cost by Jurisdiction(2026)			
			NSL	Bountiful	Centerville	Farmington
Phase 0	D	Phase 0 will be constructed with I-15 Widening Project, Farmington to Salt Lake City				
Phase 1	A	\$13,110,000	\$9,182,775	\$3,927,225	-	-
	E	\$1,314,000	-	-	-	\$1,314,000
Phase 2	C	\$15,296,000	-	\$5,180,903	\$10,115,097	-
Phase 3	B	\$13,072,000	-	\$13,072,000	-	-
Total		\$42,792,000.00	\$9,182,775	\$22,180,128	\$10,115,097	\$1,314,000

TABLE 8. COST BY PHASE AND JURISDICTION (2031)

Phase	Segment	Total Construction Cost (2031)	Segment Cost by Jurisdiction(2031)			
			NSL	Bountiful	Centerville	Farmington
Phase 0	D	Phase 0 will be constructed with I-15 Widening Project, Farmington to Salt Lake City				
Phase 1	A	\$15,338,000	\$10,743,357	\$4,594,643	-	-
	E	\$1,543,000	-	-	-	\$1,543,000
Phase 2	C	\$17,951,000	-	\$6,080,177	\$11,870,823	-
Phase 3	B	\$15,332,000	-	\$15,332,000	-	-
Total		\$50,164,000	\$10,743,357	\$26,006,821	\$11,870,823	\$1,543,000

Cost Estimate Major Cost Components:

- » 1.5" Mill and Fill
- » Storm drain and drainage improvements
- » Construction easements
- » Pedestrian ramps
- » Removal and reconstruction of concrete pavement
- » Underground utilities (selected segments)
- » Relocate signal pole and equipment

Cost Estimate Key Assumptions:

- » Items not Estimated - 25% of Construction Cost
- » Mobilization - 8% of Construction Cost
- » Traffic Control - 7% of Construction Cost
- » Preliminary Engineering/Design - 12% of Construction, Utilities and ROW
- » Construction Engineering - 12% of Construction, Utilities

NEXT STEPS

The following next steps outline the actions needed to advance the South Davis Greenway from planning into implementation.

COUNCIL ADOPTION

It is recommended that each participating community formally accept the South Davis Greenway Feasibility Study through a council action. Formal acceptance will demonstrate unified local support and strengthen the project's competitiveness as UDOT considers future implementation funding through the Utah Trail Network.

SOUTH DAVIS GREENWAY COORDINATING COMMITTEE

To sustain project momentum and ensure effective cross-jurisdictional coordination, the four partner communities should establish a South Davis Greenway Coordinating Committee, with representation from each city. This committee will serve as the primary forum for collaboration, coordination, and advancement of the project, helping ensure that implementation reflects shared regional priorities while recognizing that each participating jurisdiction retains authority over funding, project prioritization, design, and implementation within its own boundaries.

The Steering Committee established for this project should continue to serve as the South Davis Greenway Coordinating Committee. The City of North Salt Lake will take a leadership role to convene the committee on a regular basis.

The Coordinating Committee should focus on securing funding for the South Davis Greenway. The South Davis Greenway is well positioned for consideration in the 2027 UTN programming cycle. This would provide funding for design, State Environmental Study, and construction.

POTENTIAL FUNDING SOURCES

With coordinated local commitment, the South Davis Greenway is well-positioned to be competitive for funding in the **2027 Utah Trail Network** and subsequent programming cycles. Recent funding awards further demonstrate local readiness and the ability to leverage state programs. For example, North Salt Lake received a 3rd Quarter award of \$196,000 for a new trail and buffered bike lane along Orchard Drive, with an additional \$49,000 locally committed match, representing a \$245,000 funding allocation toward the southernmost section of the South Davis Greenway. To support this effort, partner communities should:

- » Coordinate local funding commitments and identify matching funds to strengthen grant applications.
- » Continue coordination with UDOT and WFRC to ensure the project reflects regional priorities and programming timelines.

Early and sustained coordination through the South Davis Greenway Coordinating Committee will demonstrate regional consensus, project readiness, and the ability to deliver, each of which are key factors in securing state and regional implementation funding. In addition to **Utah Trail Network** funding, the project may pursue federal, state, and local funding sources, including competitive grant programs such as BUILD and CMAQ.

Table 9 on the next page summarizes potential funding sources including the Utah Trail Network.



I-15 COORDINATION

A near-term priority is continued coordination with UDOT to include the South Davis Greenway within the I-15 Environmental Impact Statement (EIS) project area. This represents a critical opportunity to deliver a substantial portion of the South Davis Greenway through Farmington and Centerville as part of a larger transportation investment.

Coordination began during the Feasibility Study in partnership with Centerville City and Farmington City and should continue as the I-15 project advances. Ongoing coordination will help ensure the South Davis Greenway is integrated into project design, maintains continuity of the regional corridor, and leverages construction efficiencies associated with the I-15 improvements.

IMPLEMENTATION RESPONSIBILITIES

Advancing the South Davis Greenway will require coordinated, sustained action across all jurisdictions along the corridor. Each city will play a key role in championing the project within its boundaries, preserving right-of-way, integrating the South Davis Greenway into local plans, and securing matching funds to position each phase for implementation.

UDOT is a critical partner given the South Davis Greenway's relationship to the I-15 corridor and its designation within the Utah Trail Network.

The South Davis Greenway Coordinating Committee will oversee a unified phasing and funding strategy, including a proposal to the Utah Trail Network team for consideration in 2027 programming cycle, and pursuit of other state and local grants. The project should be proposed to be included in WFRC plans and

project lists.

POTENTIAL NORTHBOUND EXTENSION

While this planning study established the recommended alignment and design framework for the South Davis Greenway, additional studies will further advance the project. A future extension alignment study is needed to evaluate alignment alternatives north of Lagoon and select a preferred alignment through Farmington to Fruit Heights. This segment may include a new tunnel at Park Lane; detailed feasibility analysis is required.

Farmington may consider requesting WFRC Transportation and Land Use Connections program funds to prepare a feasibility study to extend the South Davis Greenway to Fruit Heights. Fruit Heights should be considered as a project partner.



STEERING COMMITTEE MEETING

TABLE 9. FUNDING OPTIONS

Program	Eligible Activities	Match Required	Eligible Applicants
State of Utah and UDOT Programs			
Utah Trail Network (UTN)	The Transportation Investment Fund allocates \$45 million annually to support the Utah Trail Network; trail projects are run through a prioritization model and reviewed before recommending for funding.	No match required.	UDOT, reviews projects with local communities
TTIF - First/Last Mile (TTIF-FLM)	Active transportation projects that make direct connections or improve connections to transit stops.	30%	Transit districts, cities, counties
TIF-Active Transportation	Supports construction of bicycle and pedestrian infrastructure such as trails, shared-use paths, bike lanes, and enhanced crossings.	40%	Cities, counties
Utah Outdoor Recreation (Tier 1 and Regional Asset Tier) Grants	The Utah Outdoor Recreation Grant is for new outdoor recreation infrastructure projects and helps communities build recreation amenities that support local economic development, tourism, and quality of life improvements for Utah's residents. Funding Amounts: Regional Asset Tier - \$500,001 - \$1,000,000.	All UORG programs use a Suggested County Based Sliding Scale (minimum 20%). Federal and State entities require a 50/50 match.	Municipalities, state agencies, federal agencies, public educational institutions, non-profits and tribal governments
Wasatch Front Regional Council - Programmed Federal Funds			
Surface Transportation Block Grant (STBG)	Flexible funding for roadway, bridge, transit, and bike/ped improvements on Federal-Aid eligible routes, 13.5% local match	6.77%	WFRC, cities
Congestion Mitigation and Air Quality Improvement (CMAQ) Program	Funds projects that reduce transportation-related emissions and improve air quality. Includes bike/ped commuter infrastructure	6.77%	Cities, UTA
Transportation Alternatives Program (TAP)	Funds planning and construction of bicycle and pedestrian facilities, ADA upgrades, Safe Routes to School infrastructure, traffic calming, and nonmotorized trail projects	6.77%	Cities, UDOT
Carbon Reduction Program (CRP)	Funds low-emission transportation projects such as EV charging stations, bike/ped infrastructure, micromobility programs, and smart traffic systems that reduce greenhouse gas emissions	6.77%	WFRC, cities
WFRC Transportation and Land Use Connection (TLC) Program Grants	For extension alignment studies (e.g. Farmington extension to Fruit Heights)	6.77% min; higher match is generally provided to improve competitiveness.	Cities, counties
Davis County Programs			
Davis County Prop 1 "3rd Quarter" Sales Tax Transportation Grant	This grant has an annual cycle and can be used for mobility projects on collector and arterial roadways.	20%	Cities, Davis County
Davis County Prop 1 "4th Quarter" Sales Tax Active Transportation Funding	This funding is available for building regional active transportation facilities.	20-50%	Cities, Davis County
Federal Discretionary Grant Programs			
Better Utilizing Investments to Leverage Development (BUILD) Grant Program	Funds multimodal surface transportation projects that improve safety, accessibility, environmental sustainability, and quality of life. Eligible uses include complete streets, transit stations, rail improvements, bicycle and pedestrian improvements and intermodal connections.	20%	Public agencies
Congressionally Directed Spending (CDS)	Federally earmarked funding through annual appropriations bills for specific projects identified by members of Congress.	Typically none (varies by year and project)	Public agencies via Congressional delegation
Recreational Trails Program	The Recreational Trails Program (RTP) provides federal funding for the construction, restoration, and educational promotion of motorized, non-motorized, and diverse-use trails and trailside facilities, funding amount of \$10,000 - \$200,000. Program is administered by State of Utah, Division of Outdoor Recreation.	To be determined; contact Division of Outdoor Recreation.	Municipalities, state agencies, federal agencies, non-profits and tribal governments

**SOUTH
DAVIS
GREEN
WAY**



WALK BIKE ROLL CONNECT

APPENDIX A

**CONCEPT PLAN
EXHIBITS**

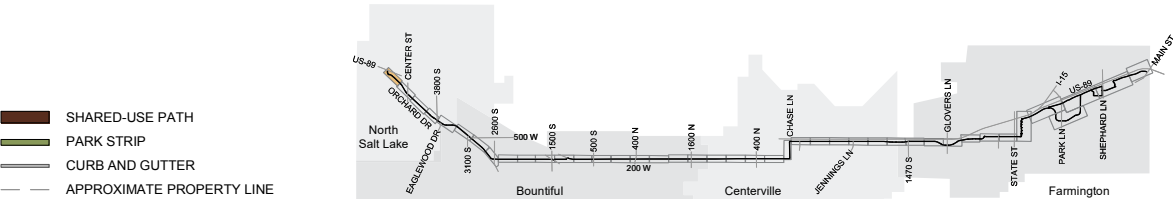


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 1



MATCHLINE SHEET 2

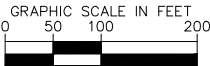
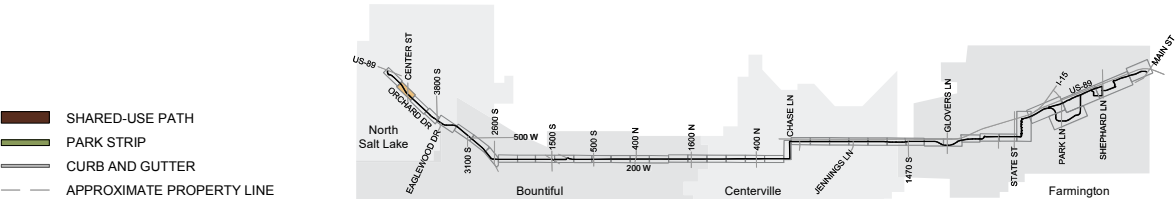


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 2



- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

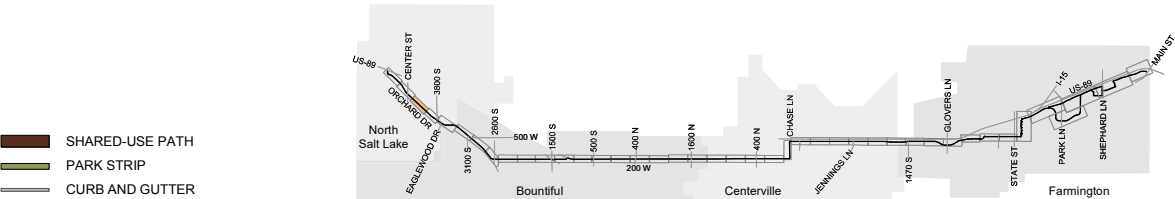


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 3



- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

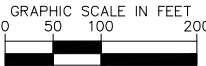
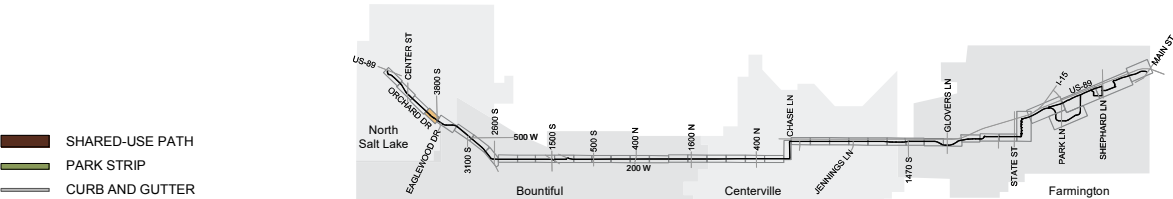


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 4

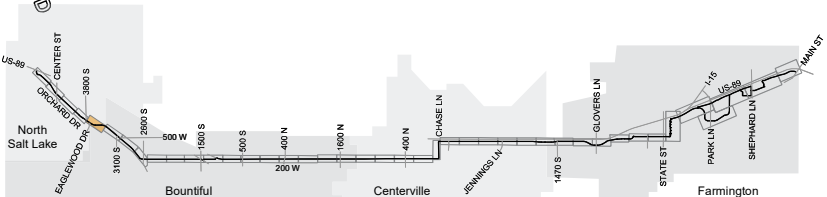
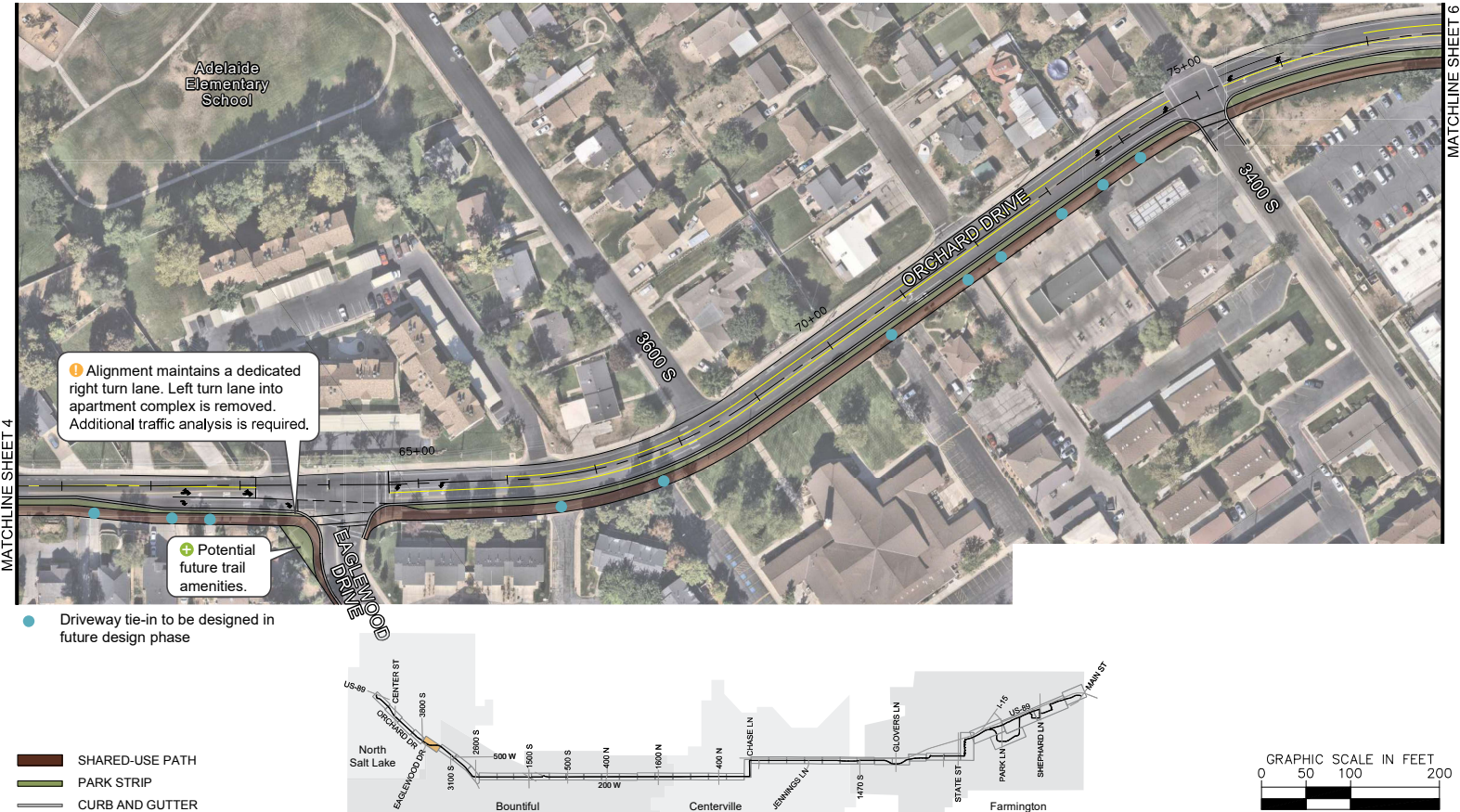


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



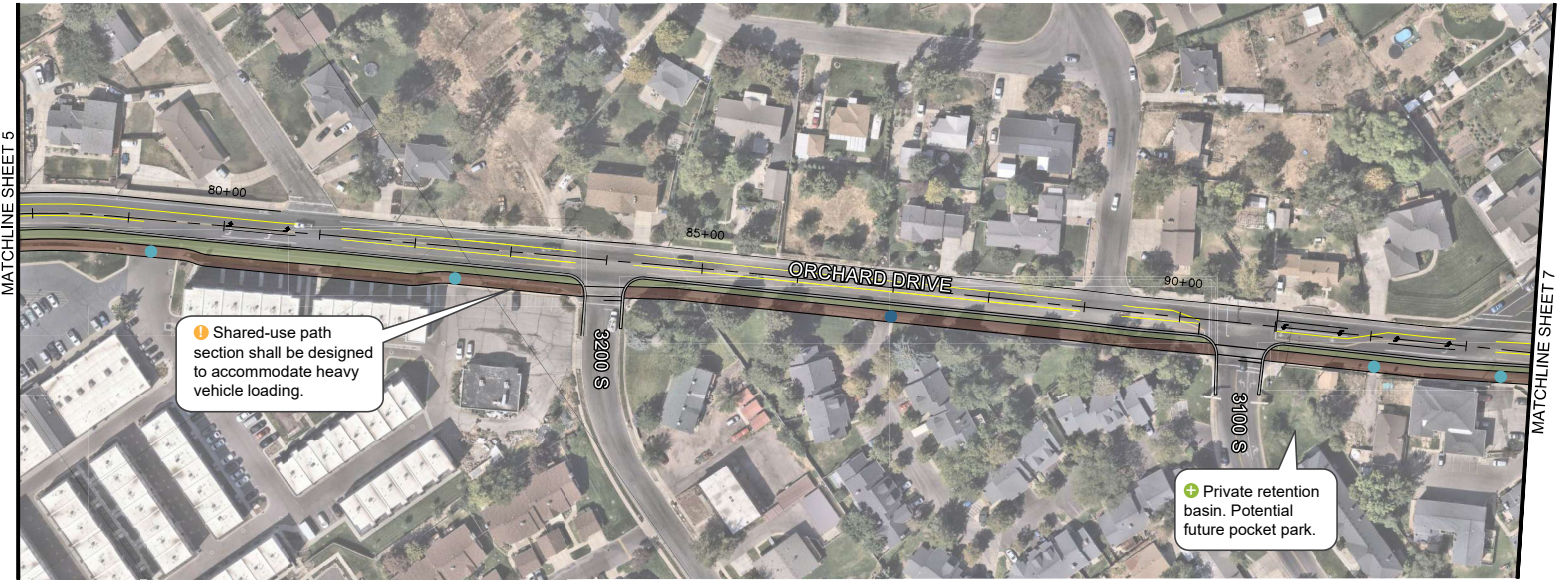
WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 5

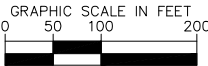


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 6

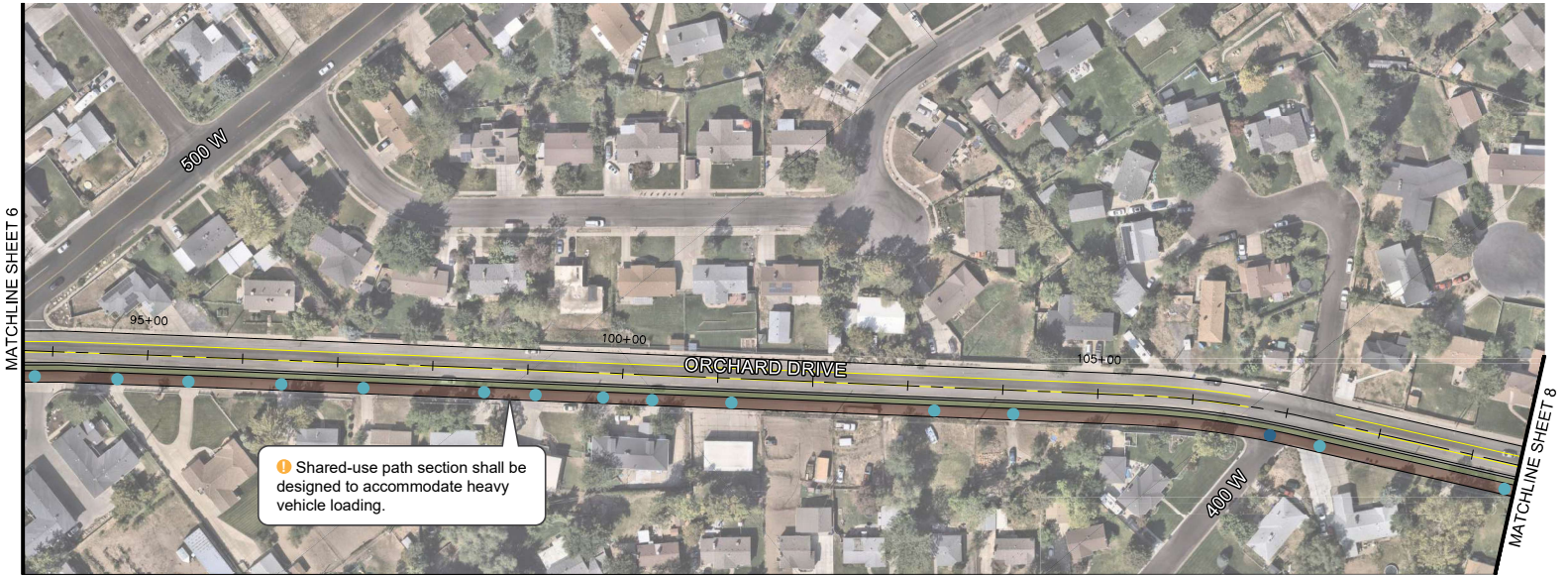


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

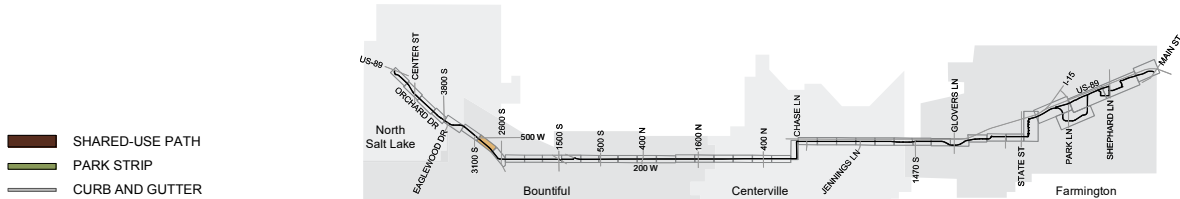


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 7

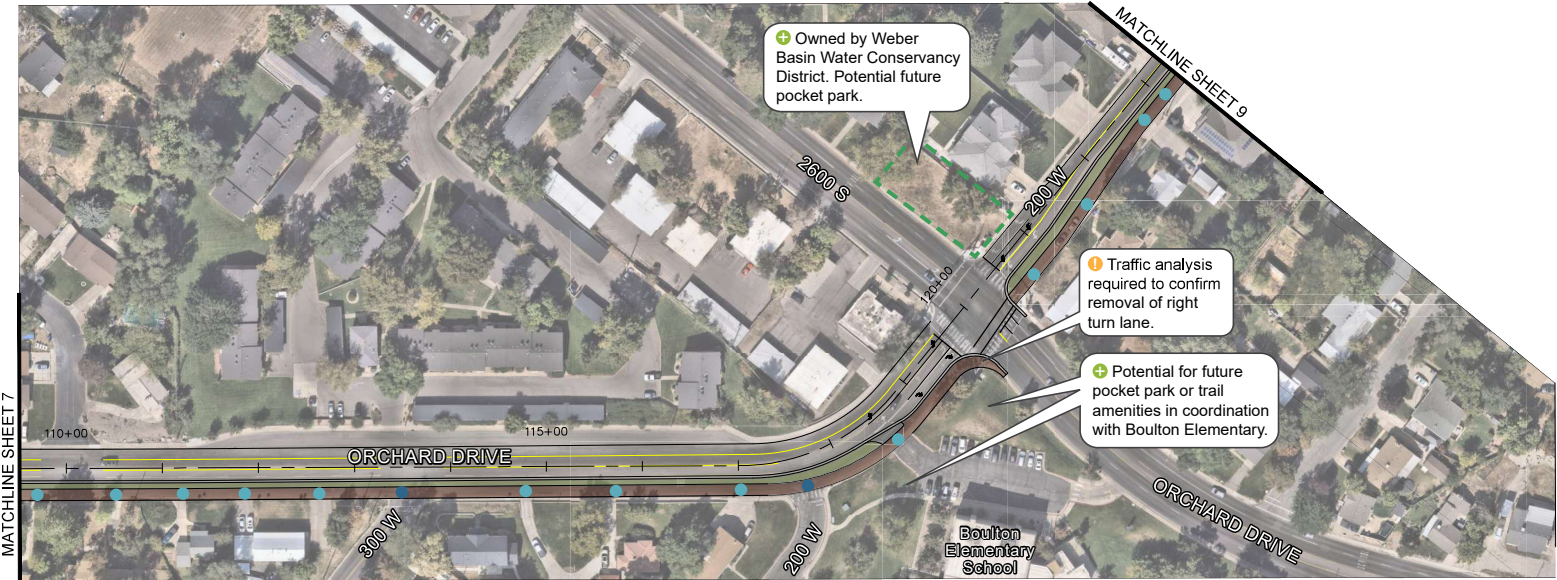


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

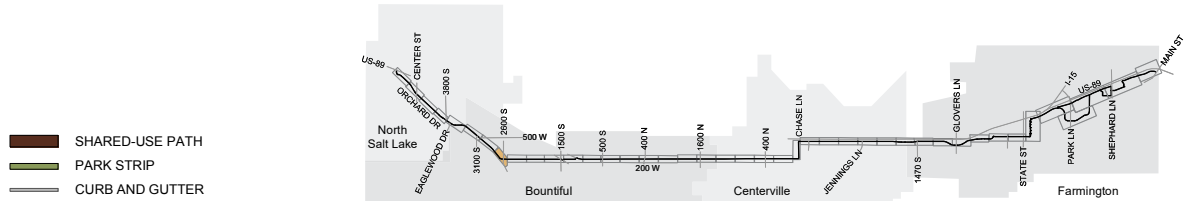


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 8

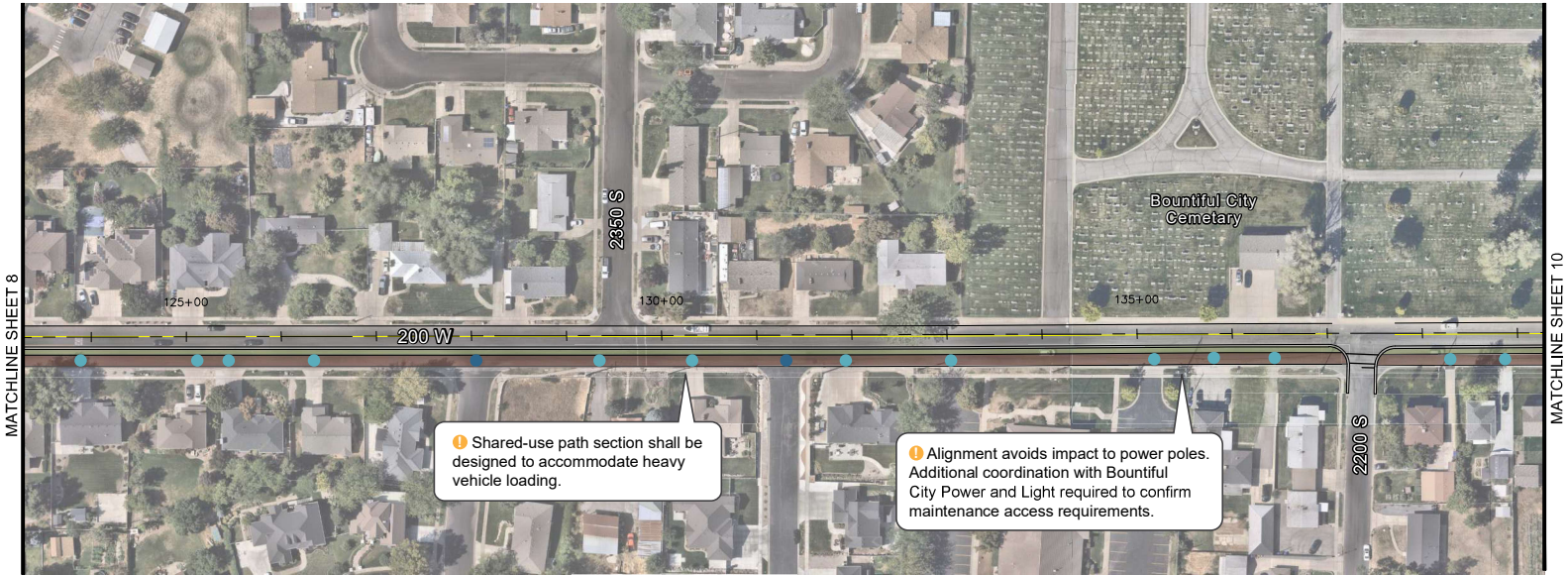
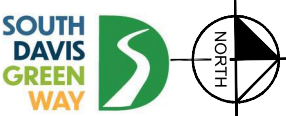


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

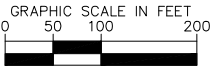
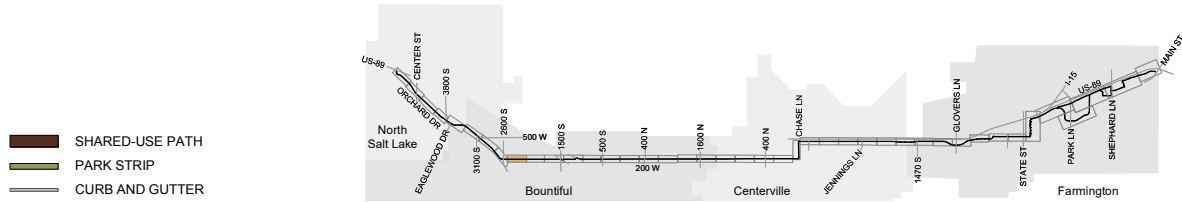


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 9

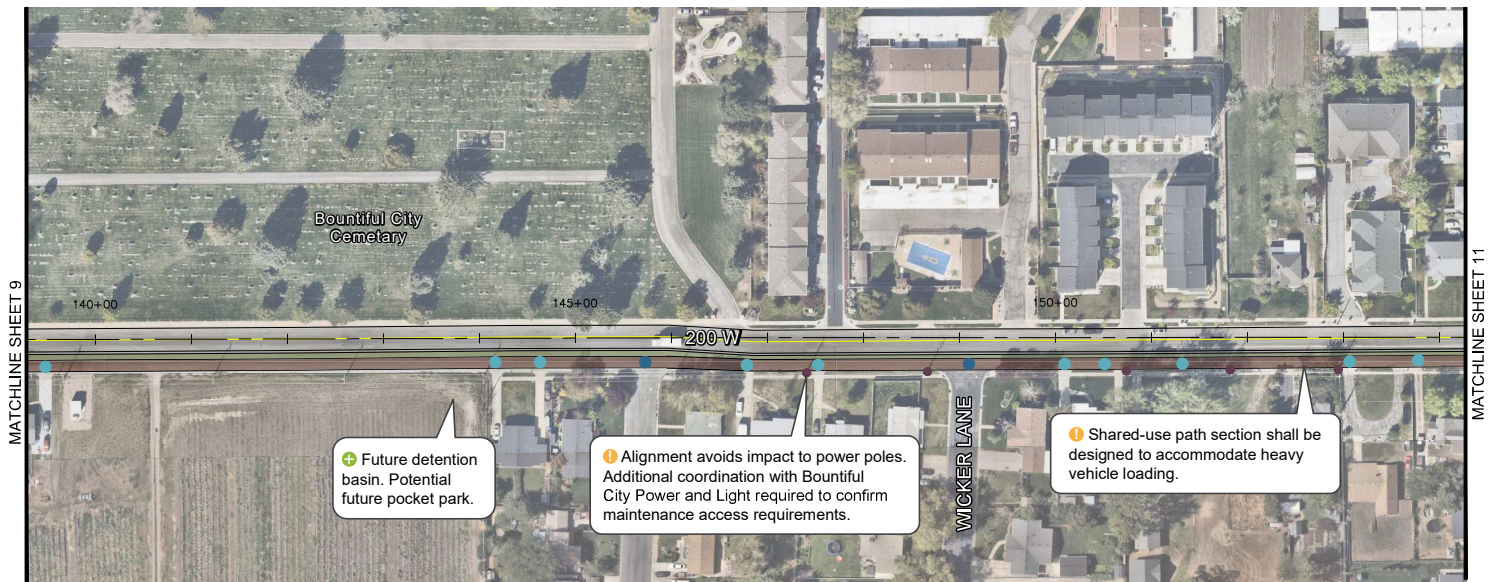


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

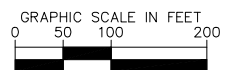


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 10

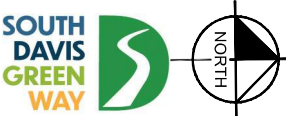


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

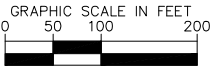


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 11

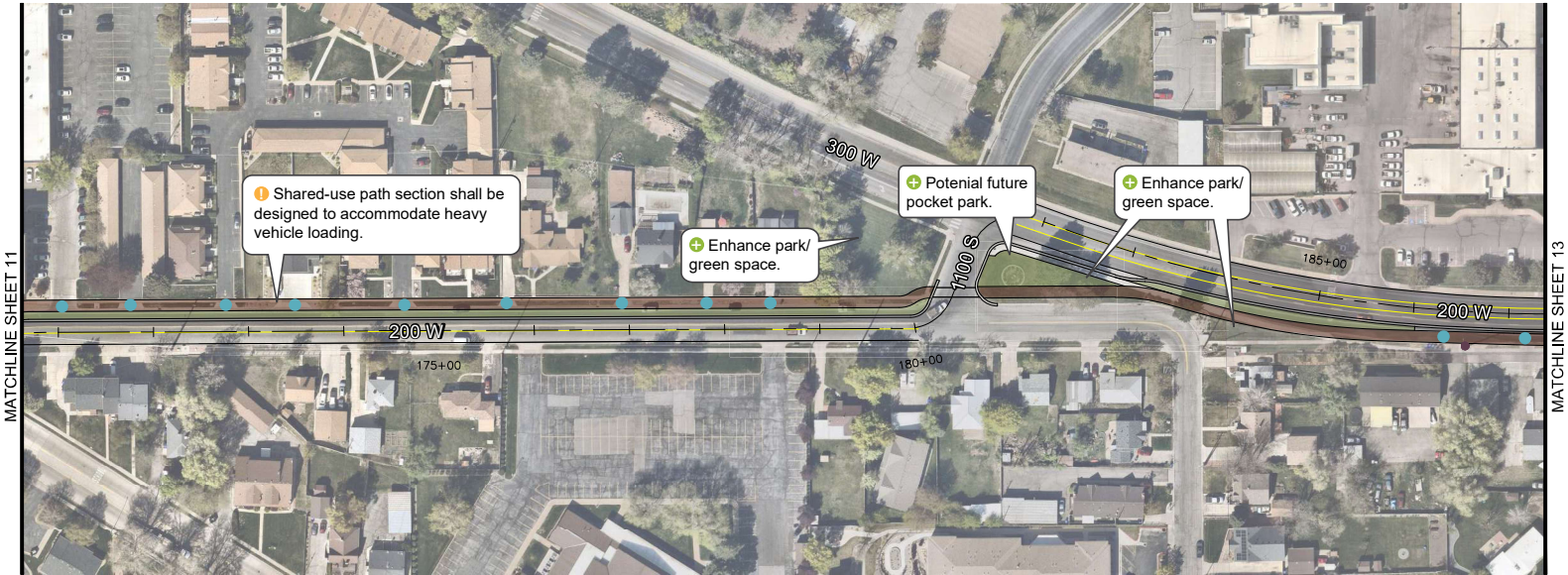
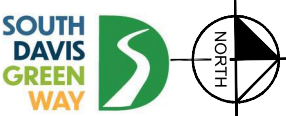


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

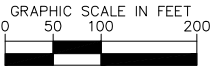


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 12

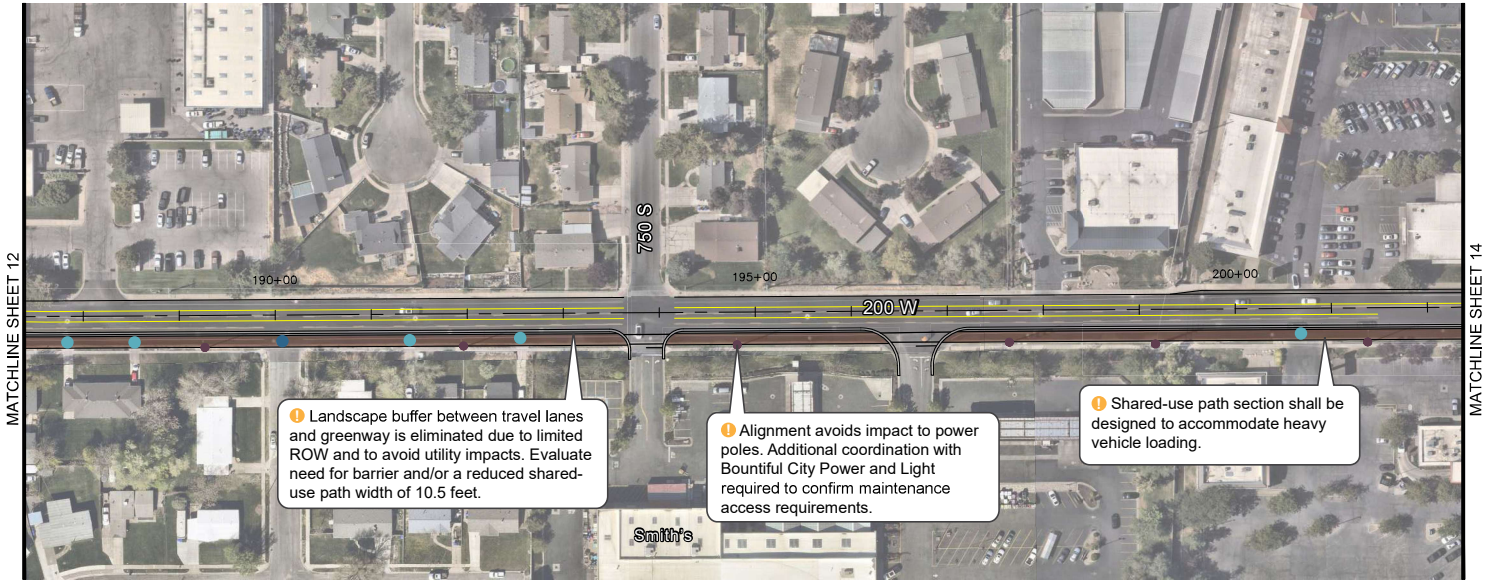
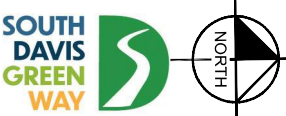


● Driveway tie-in to be designed in future design phase



WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 13

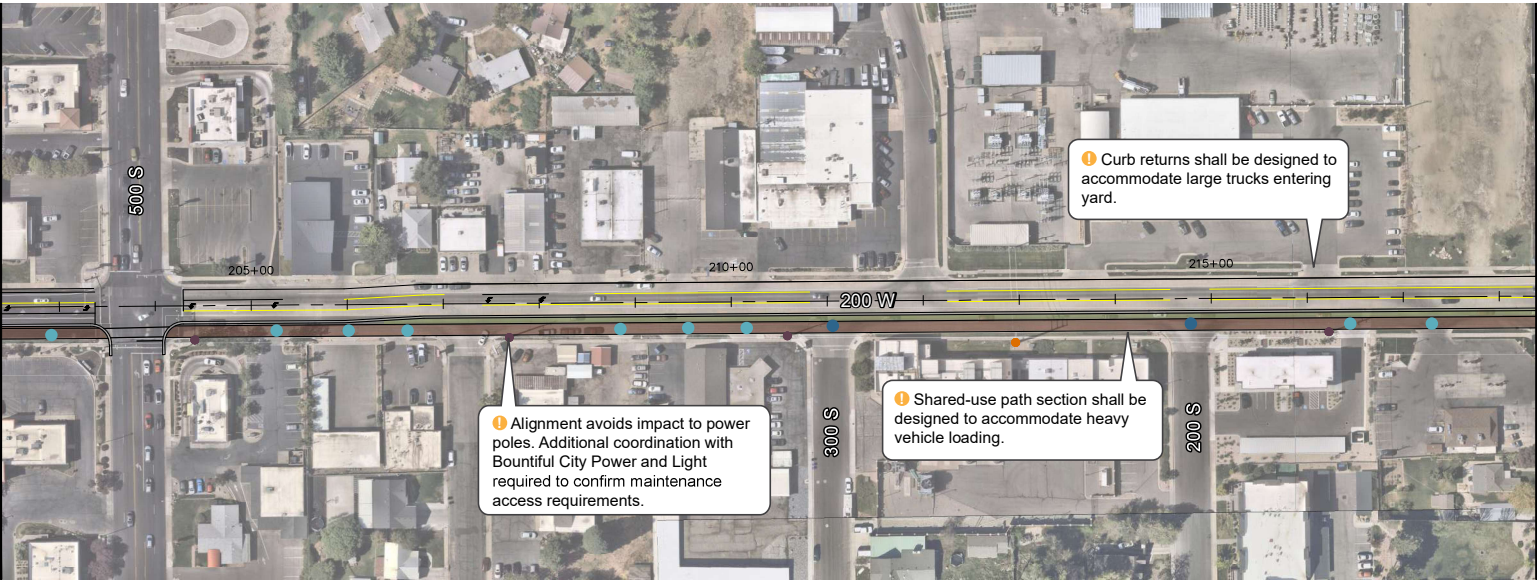
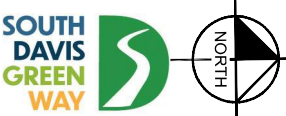


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

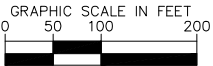
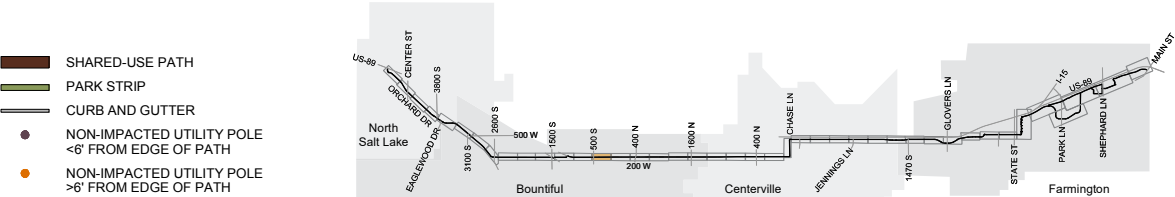


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 14

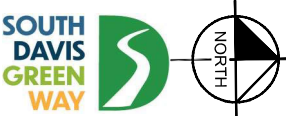


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

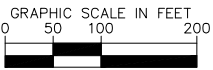
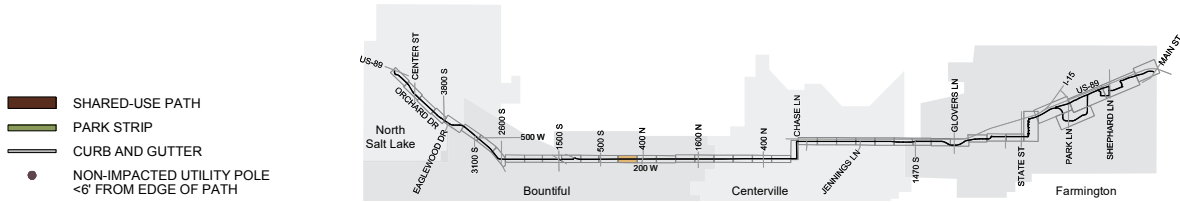


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 15

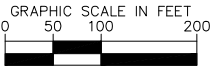
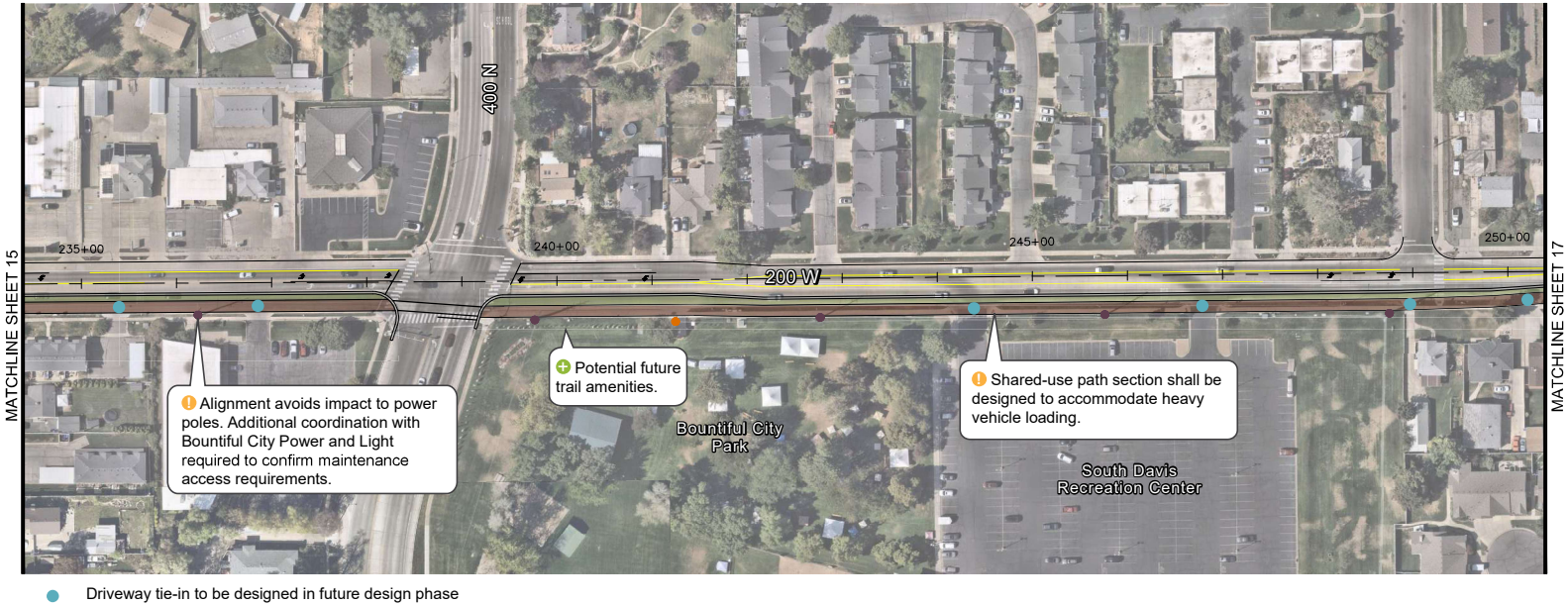


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



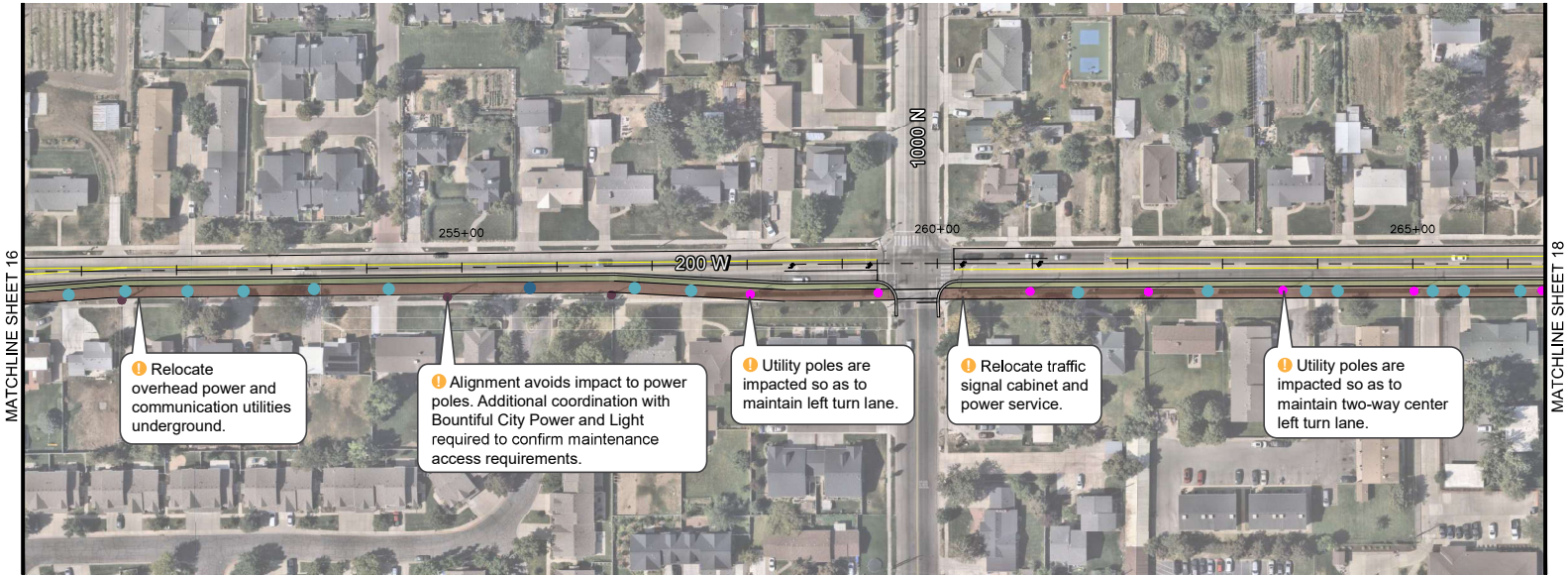
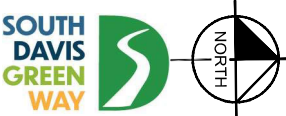
WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 16

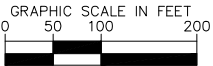
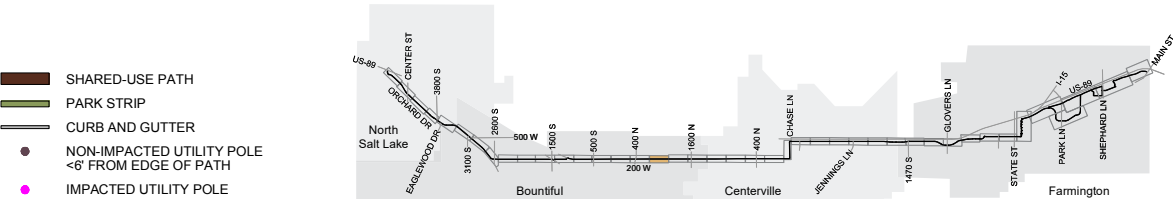


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 17

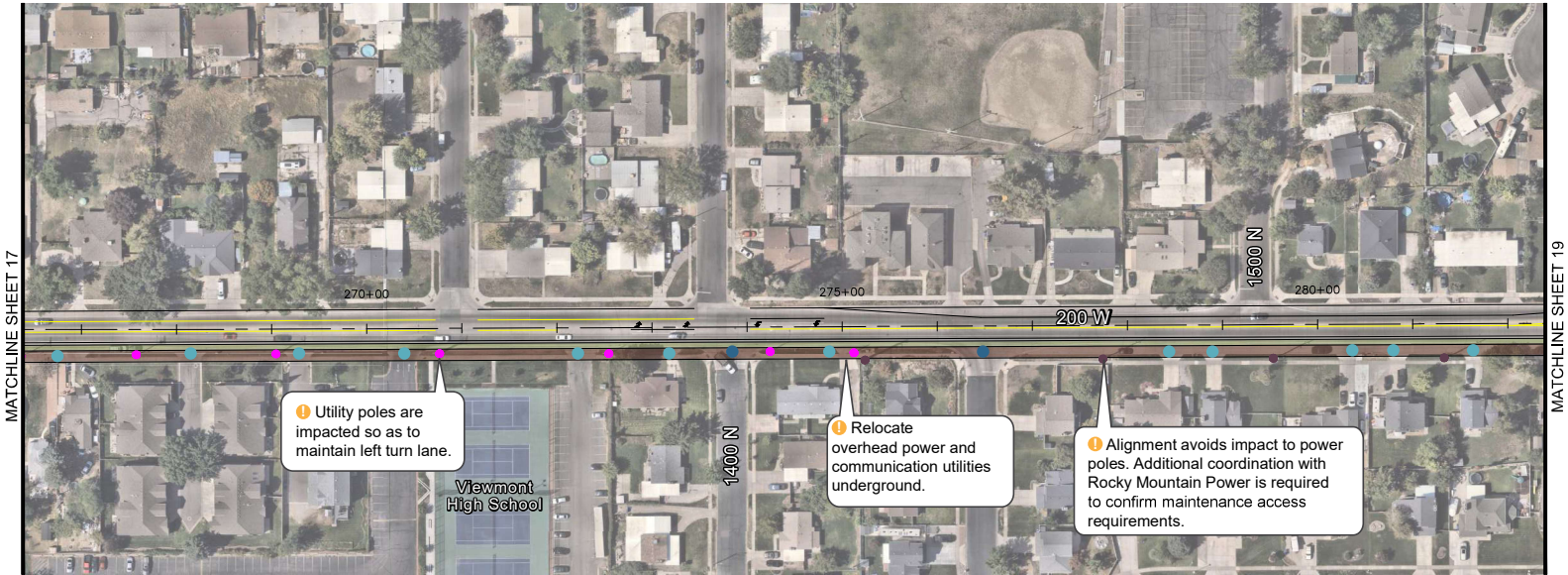


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

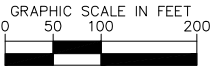
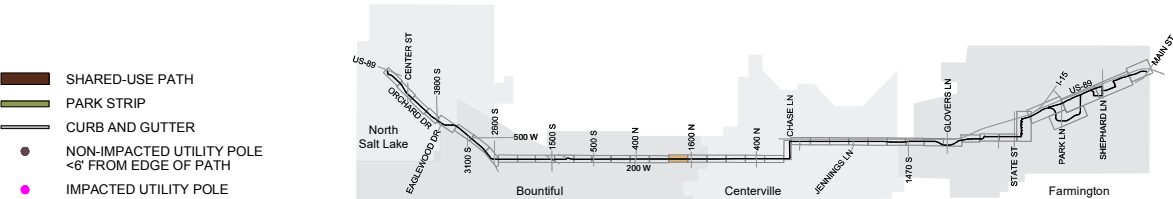


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 18

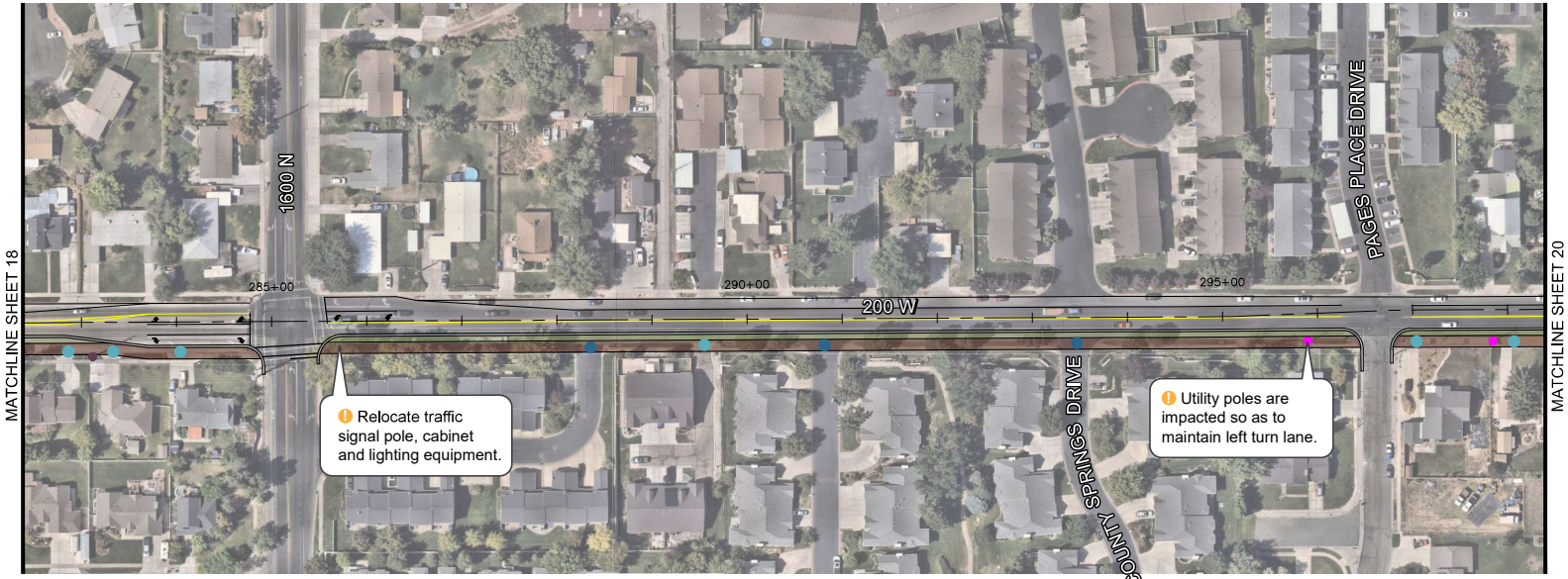
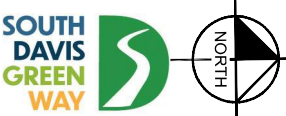


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

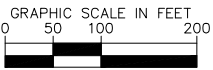


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 19

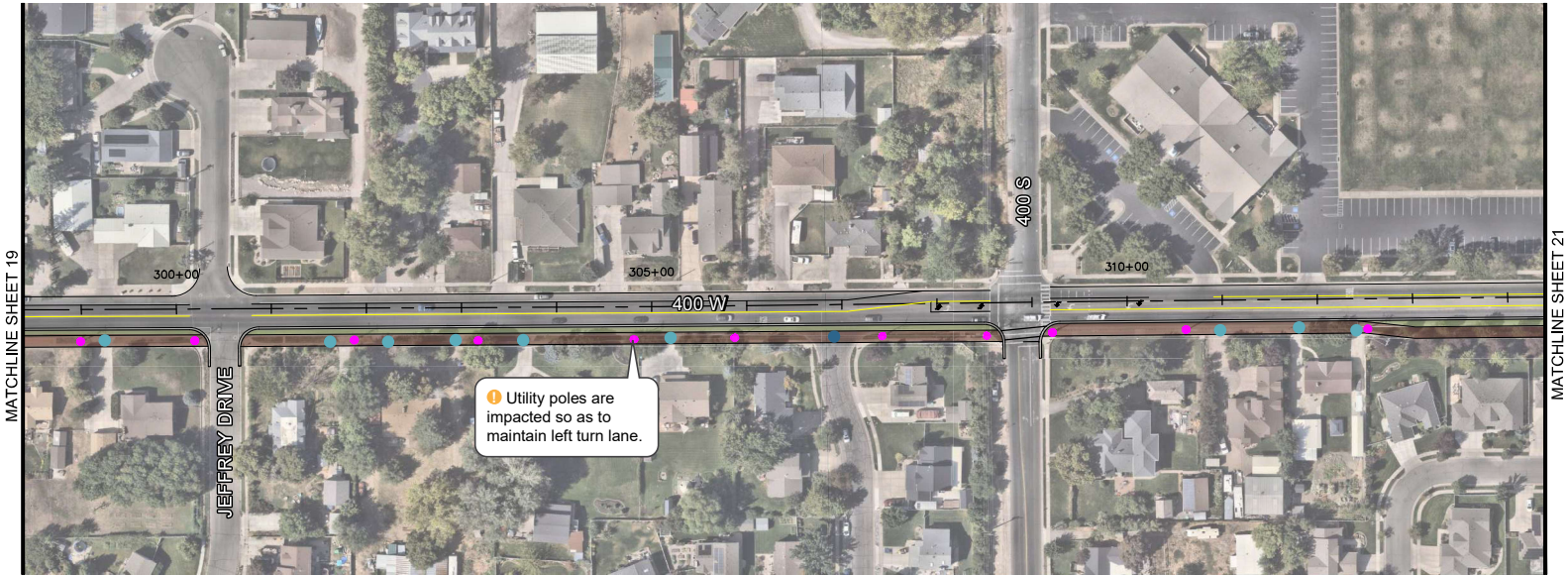
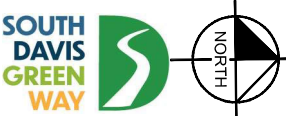


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

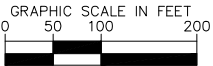
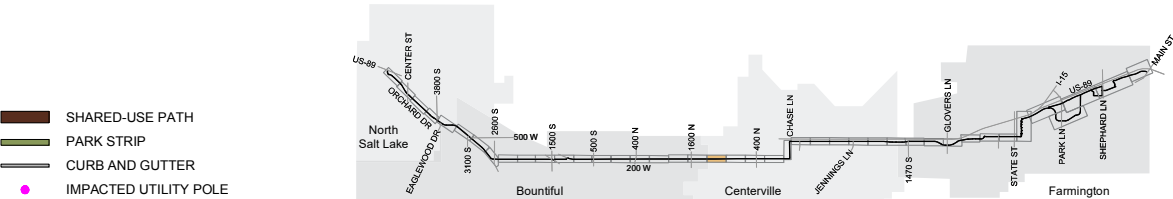


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 20

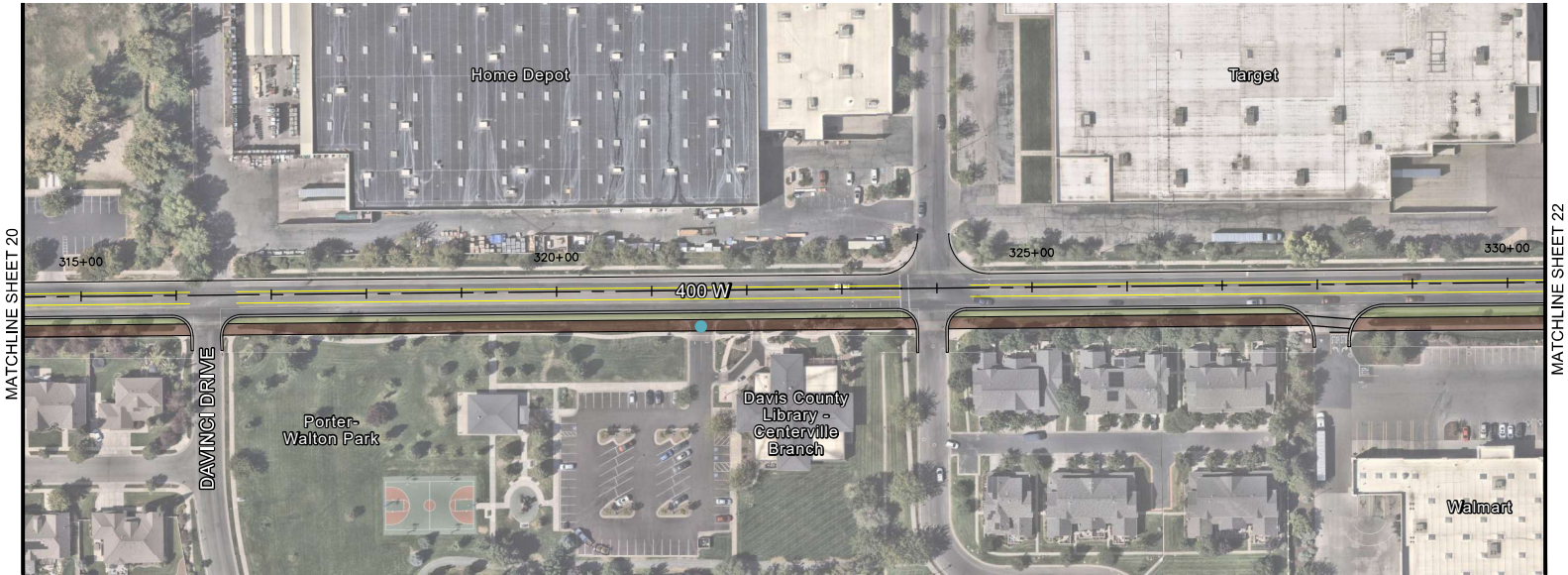
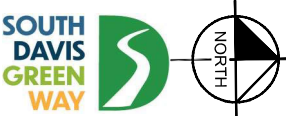


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

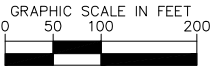
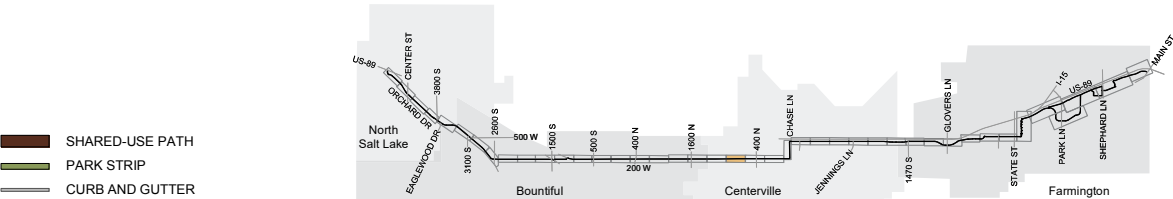


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 21

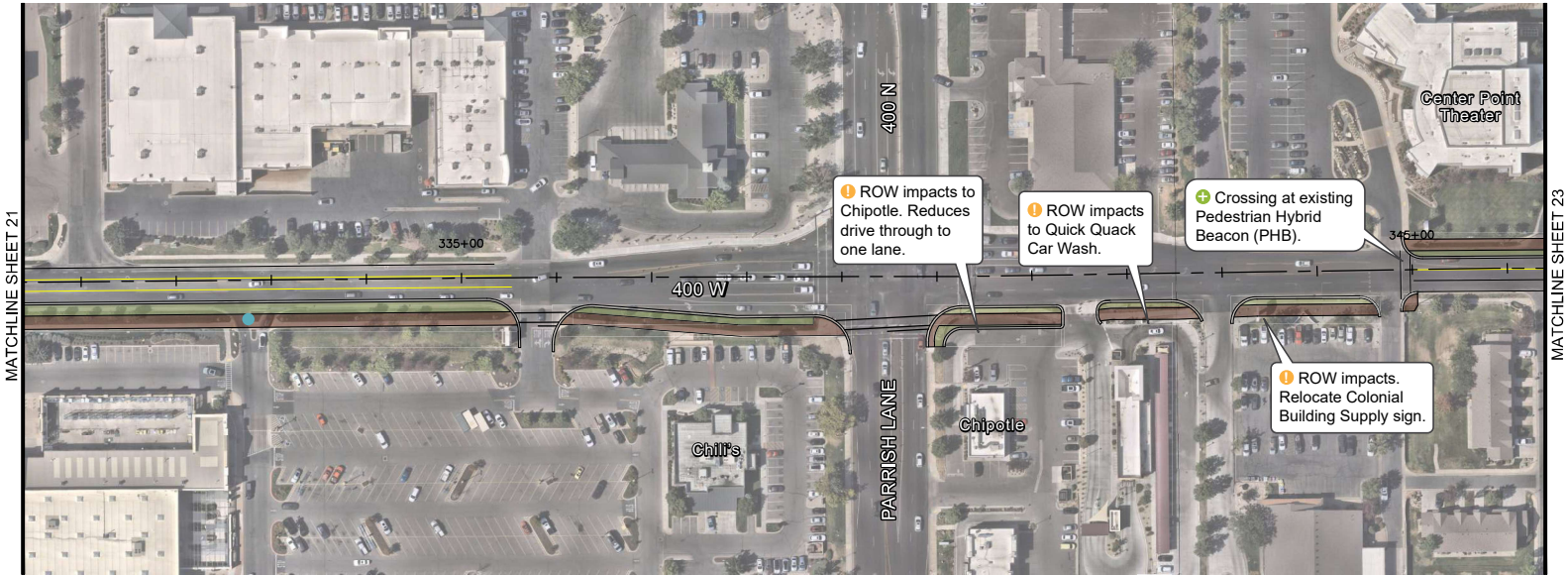
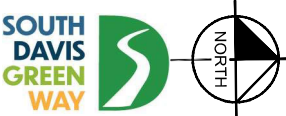


● Driveway tie-in to be designed in future design phase

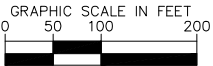
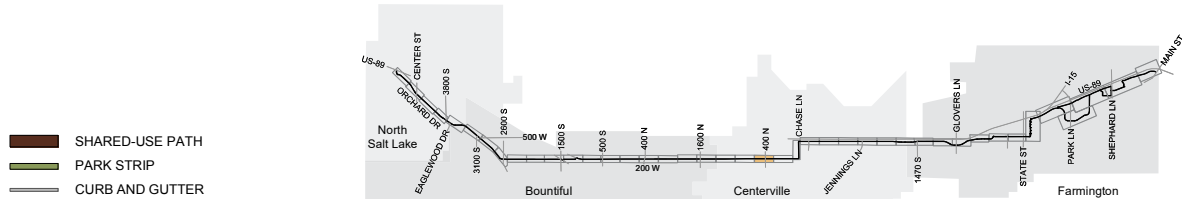


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 22

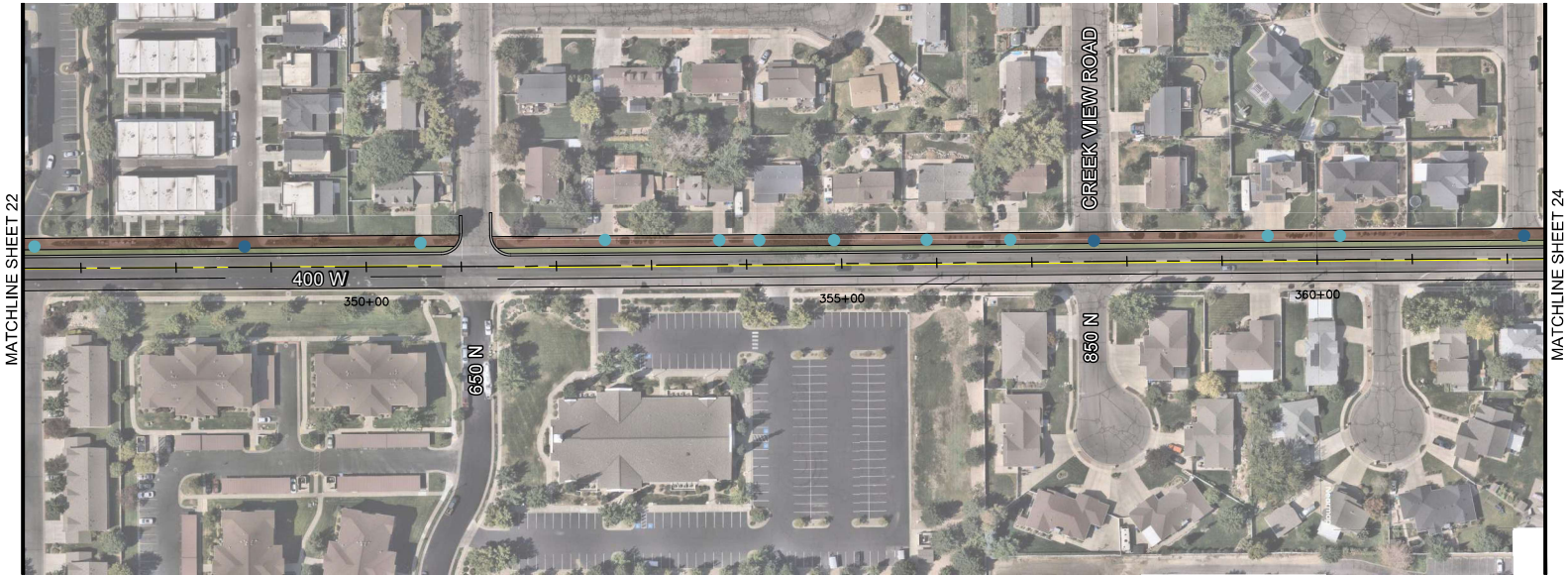
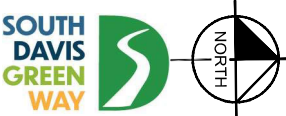


● Driveway tie-in to be designed in future design phase



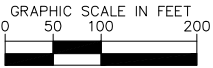
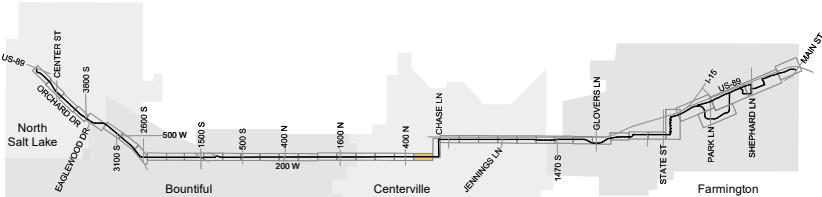
WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 23



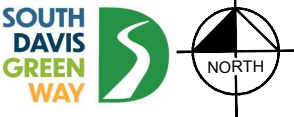
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER

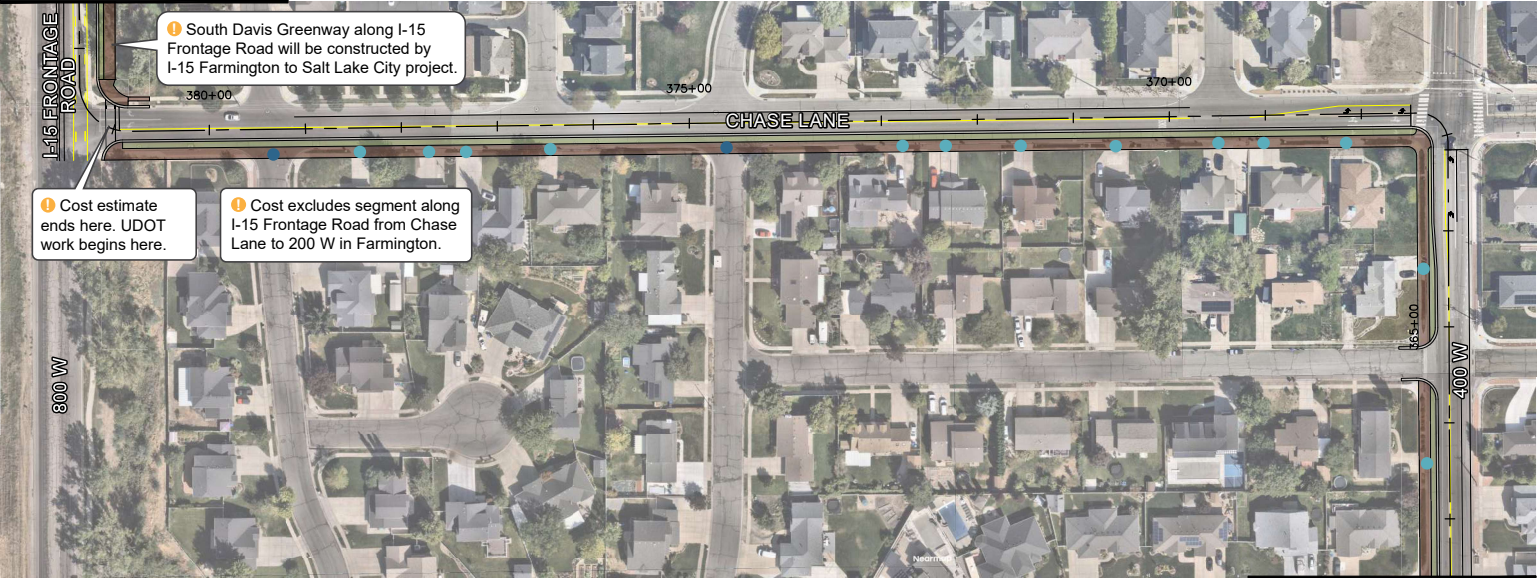


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 24

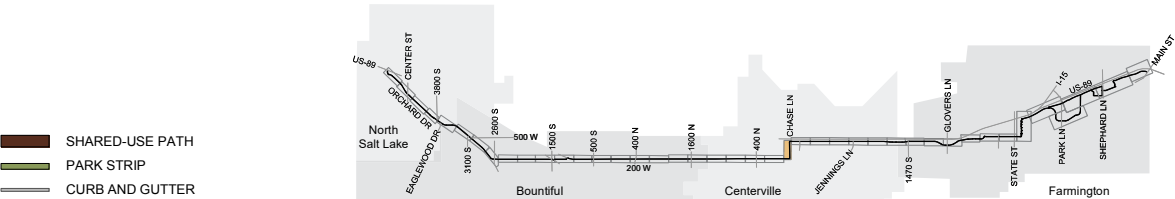


MATCHLINE SHEET 25



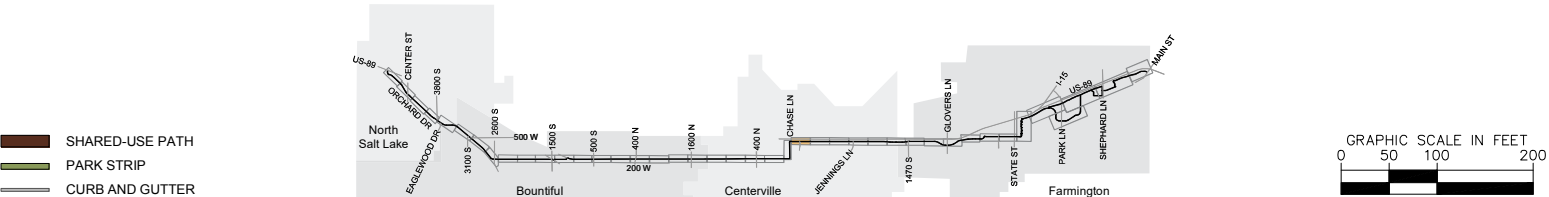
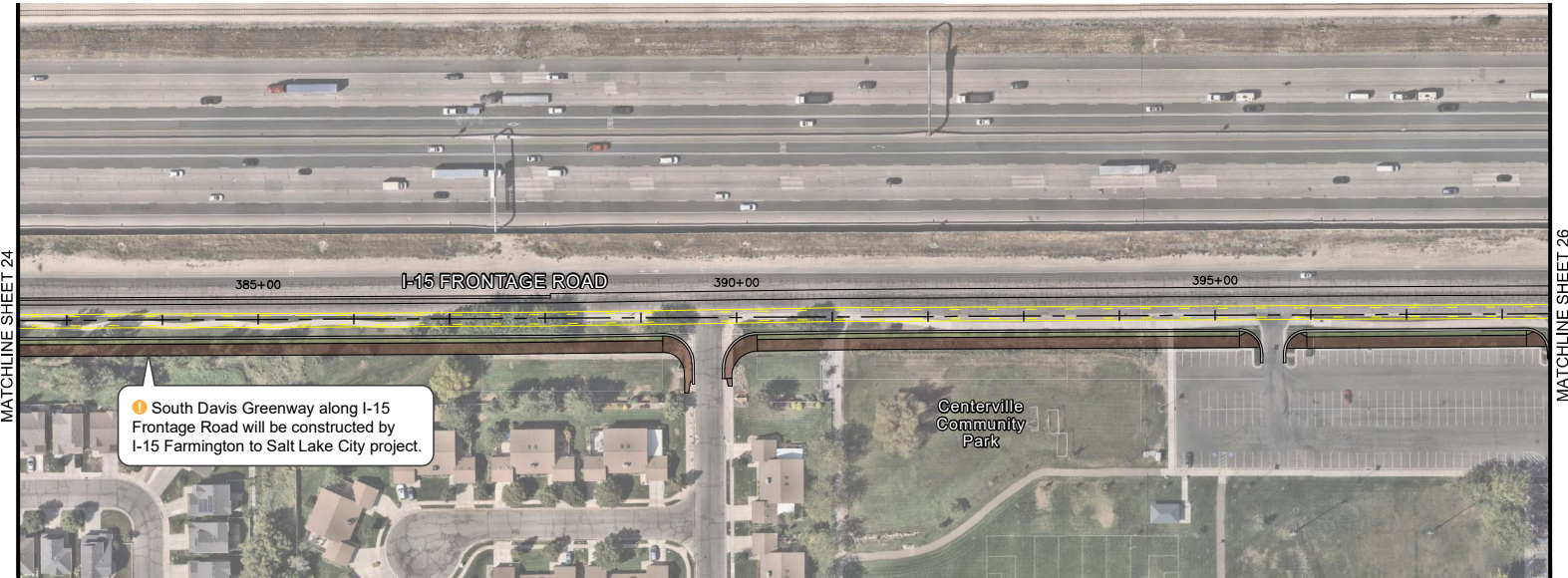
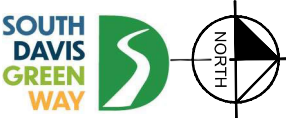
MATCHLINE SHEET 23

- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



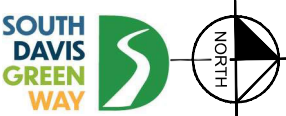
WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 25

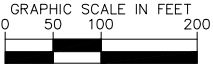
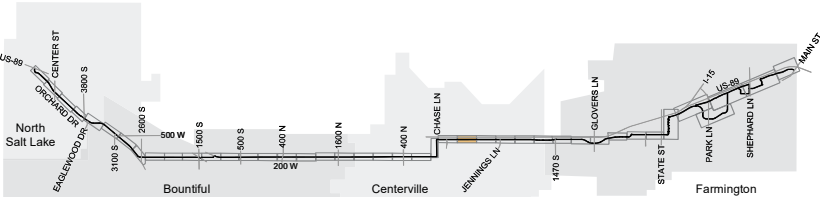


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 26

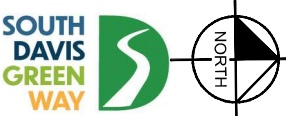


- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER

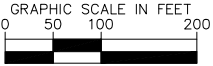
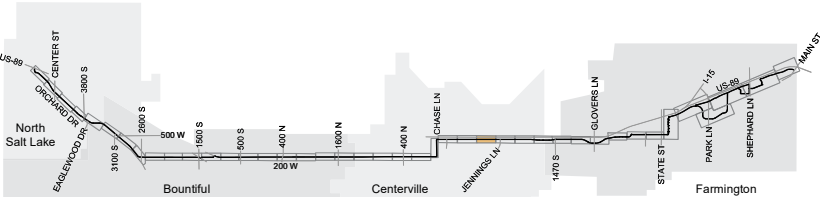


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 27

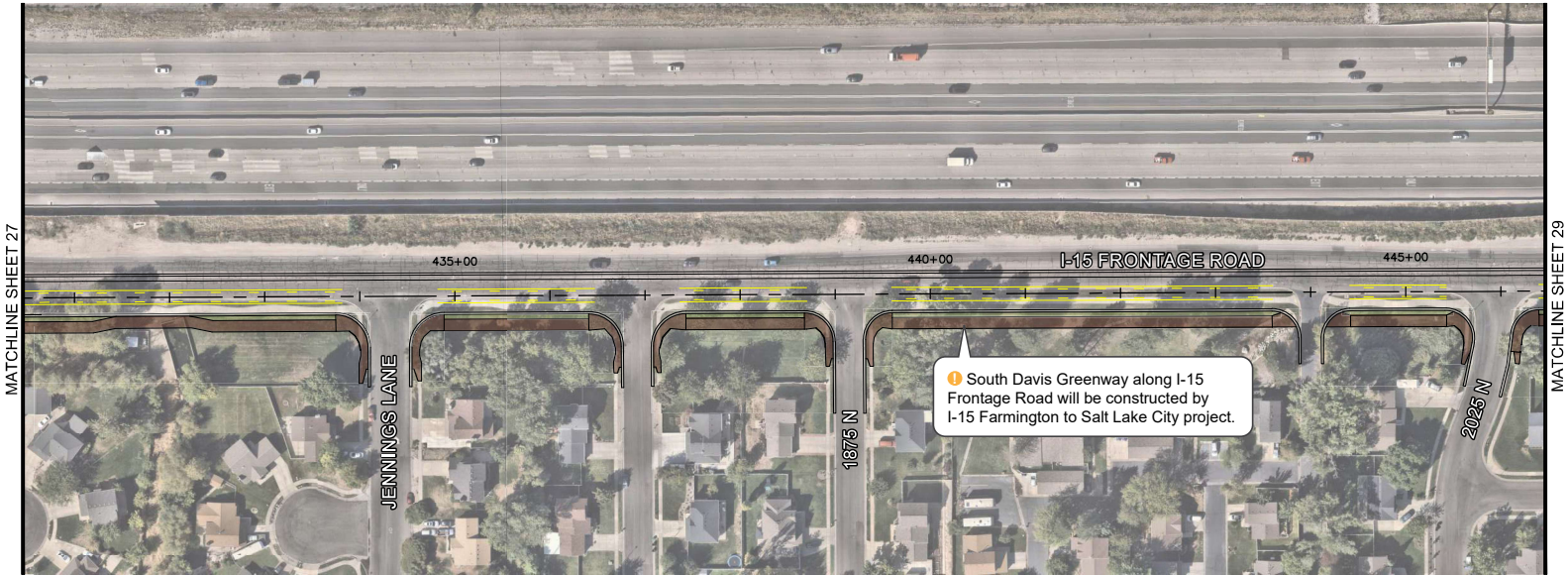
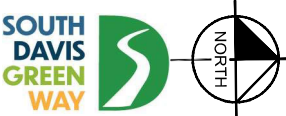


- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER

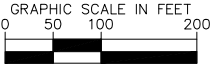
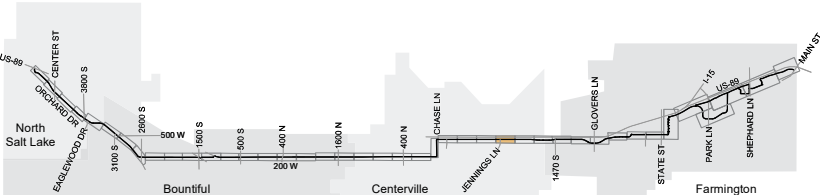


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 28

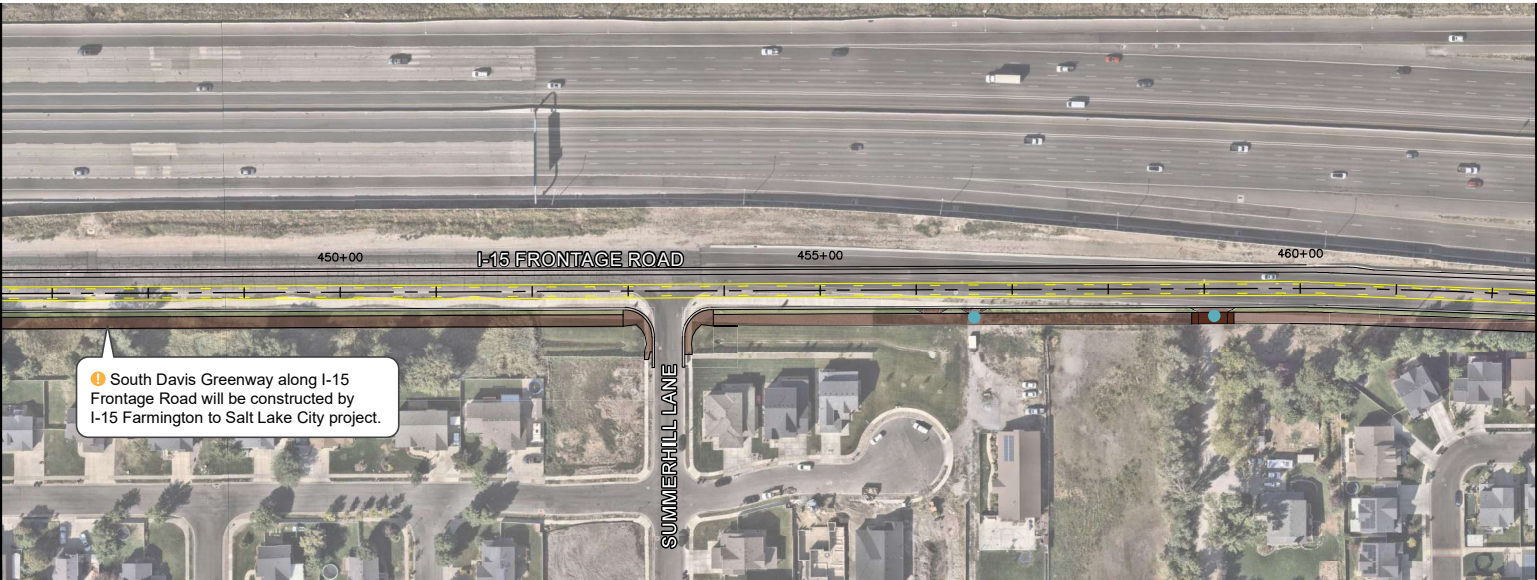
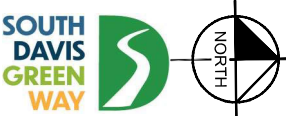


- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER

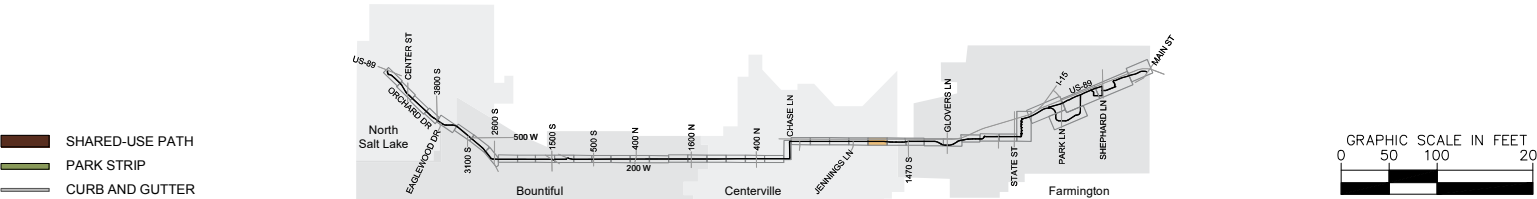


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 29

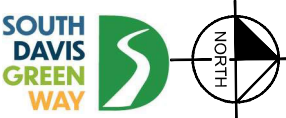


● Driveway tie-in to be designed in future design phase

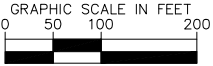
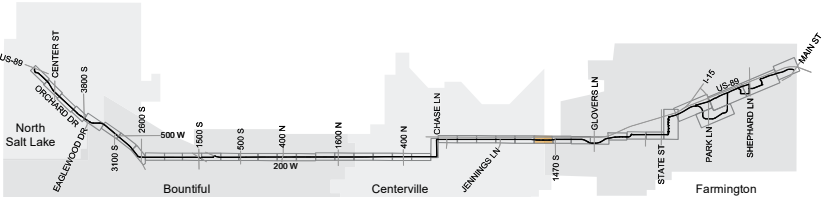


WALK BIKE ROLL CONNECT

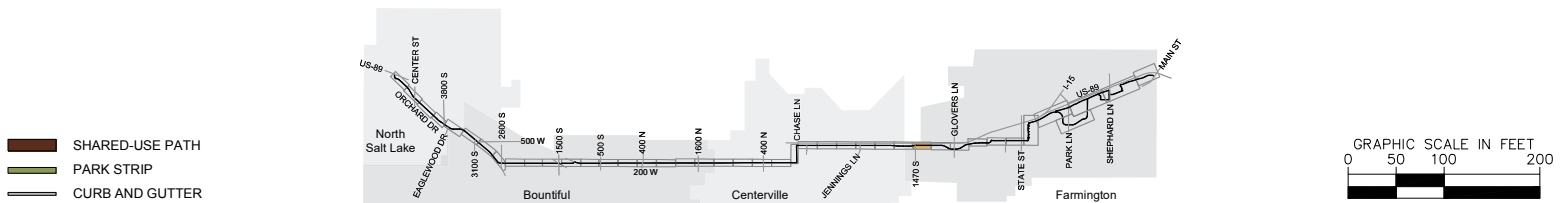
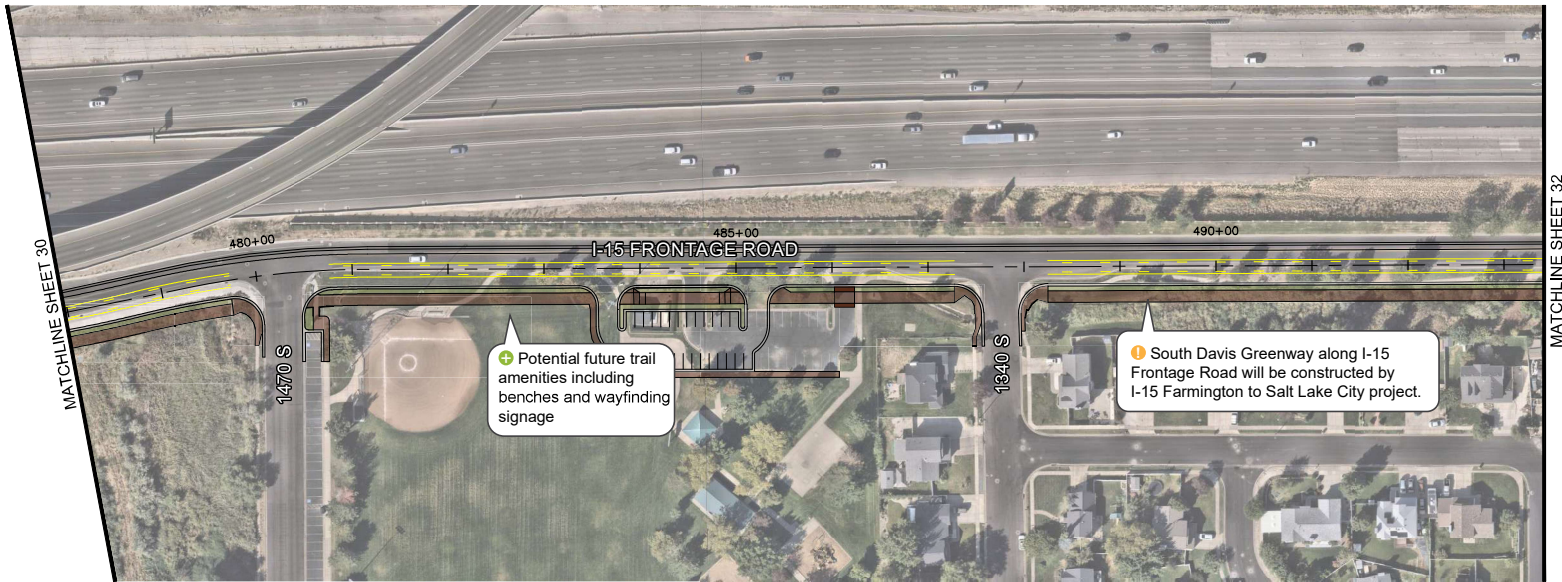
Recommended Alignment - Sheet 30



- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER

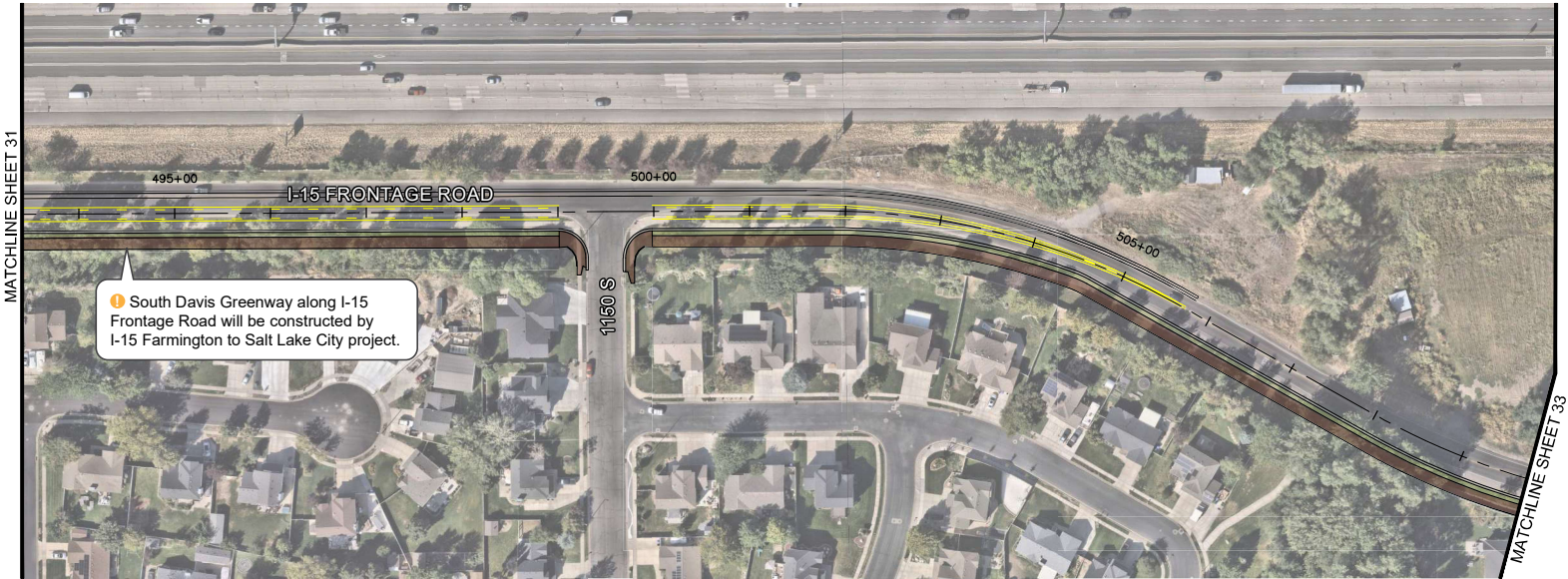
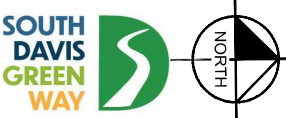


Recommended Alignment - Sheet 31

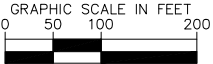
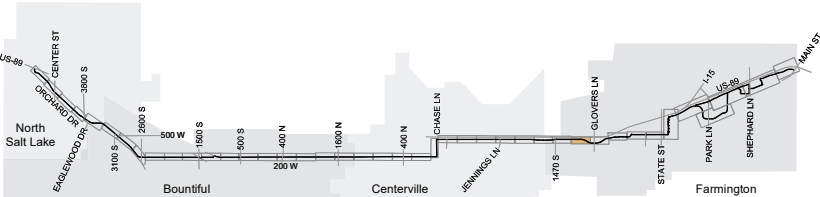


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 32

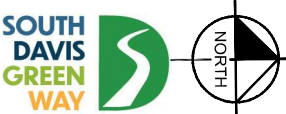


- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER

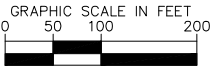
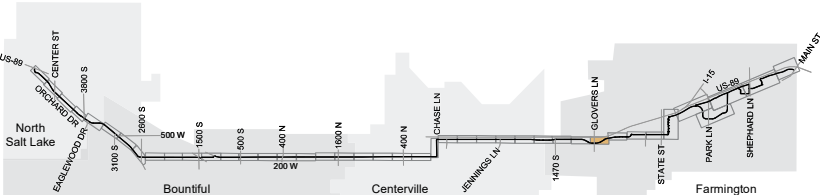


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 33

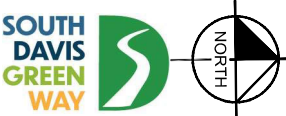


- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER

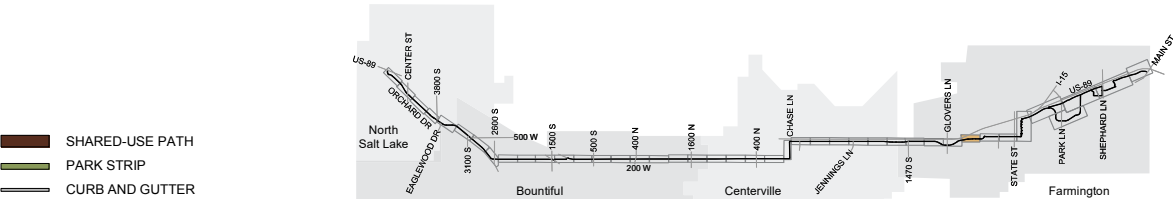


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 34

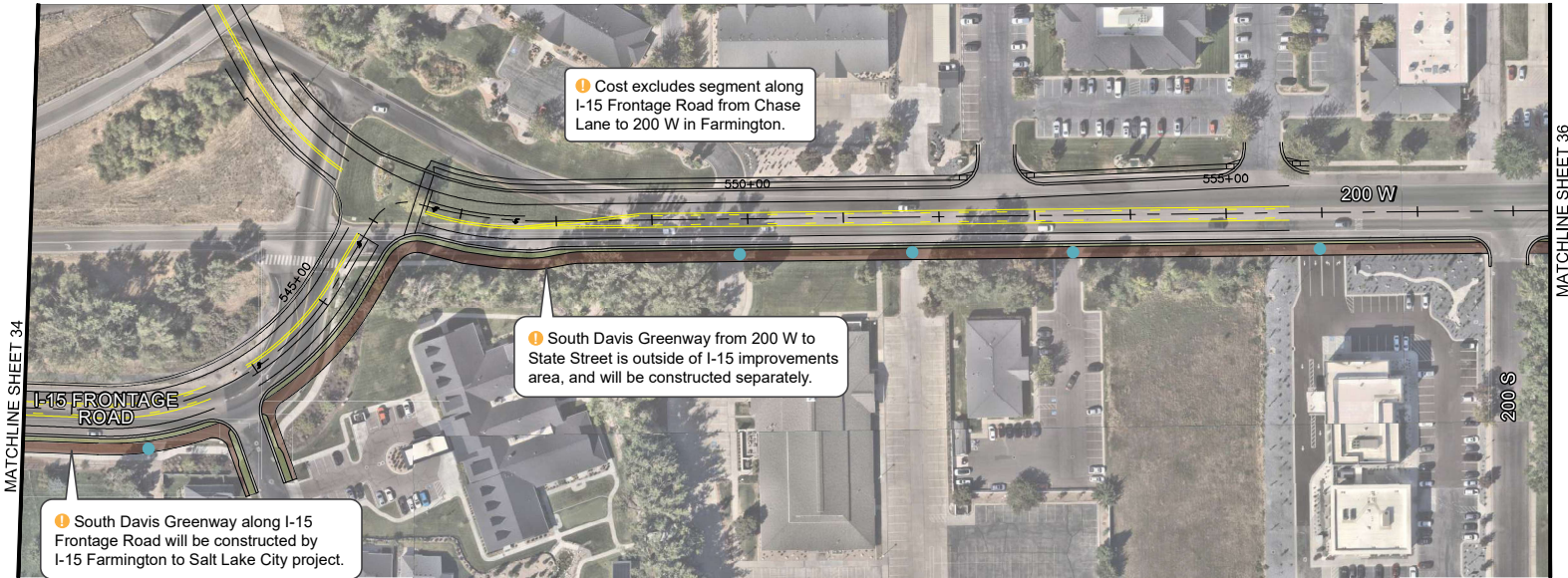
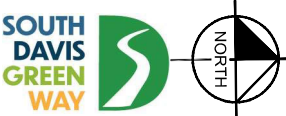


● Driveway tie-in to be designed in future design phase

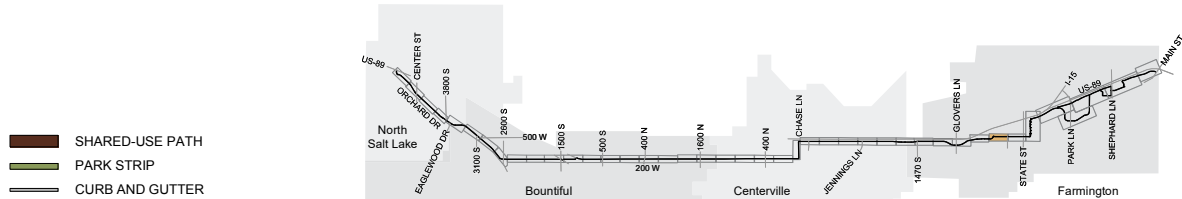


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 35

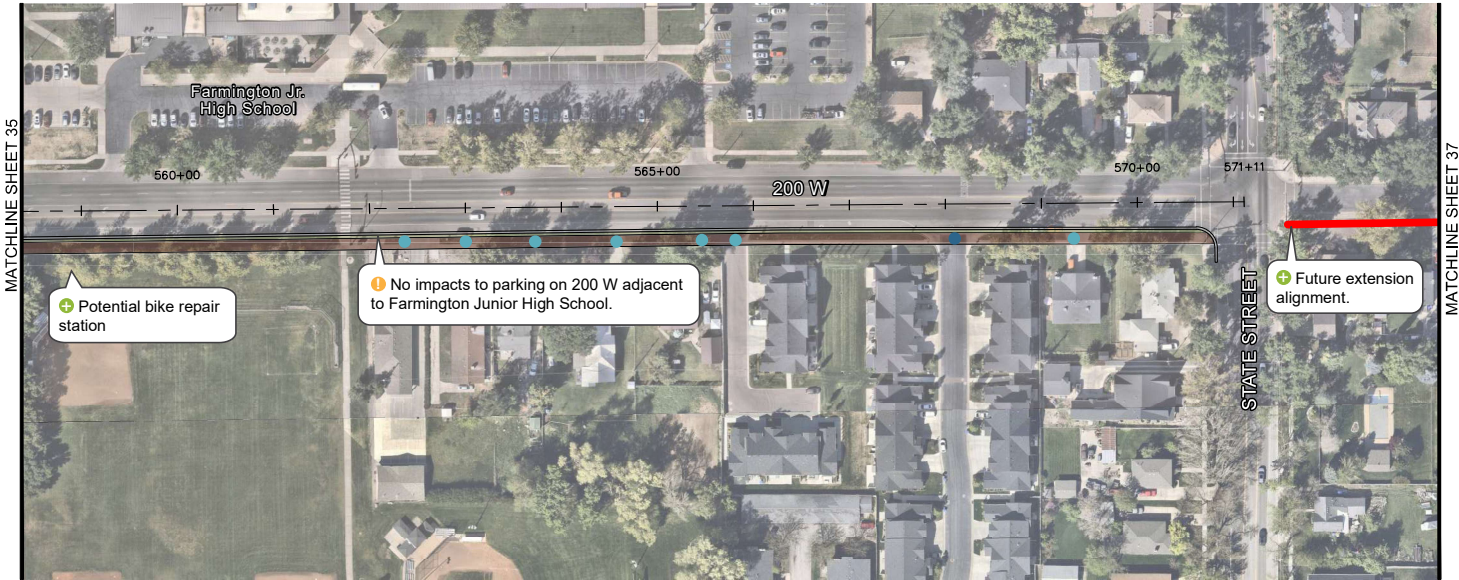
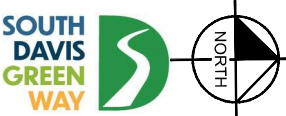


● Driveway tie-in to be designed in future design phase

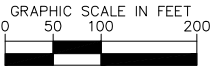
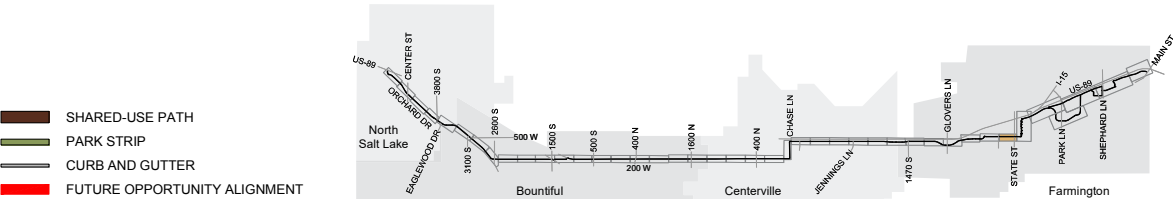


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 36

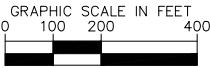
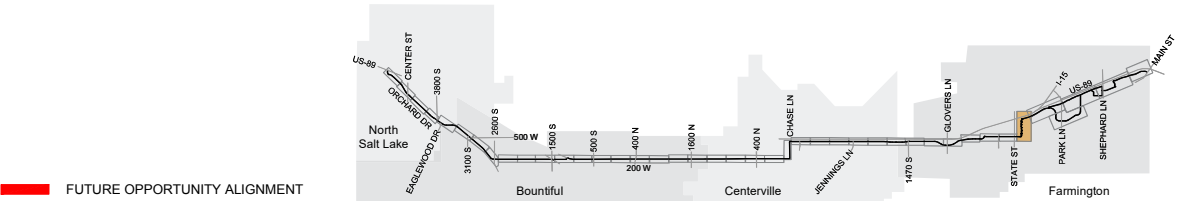
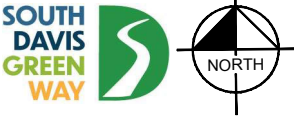


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



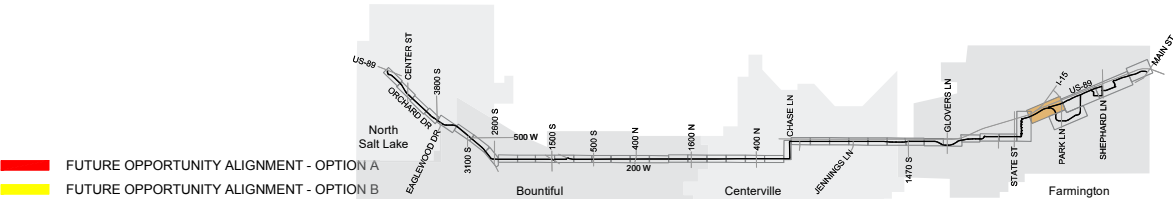
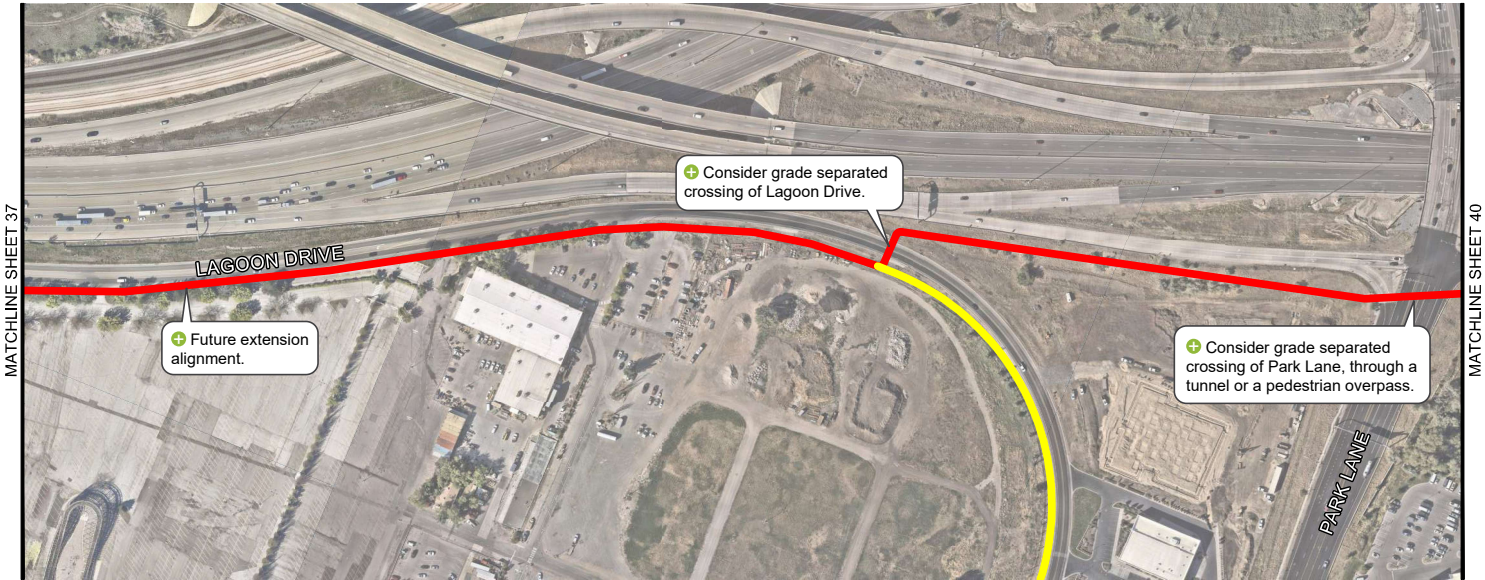
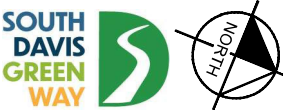
WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 37



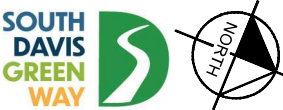
WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 38



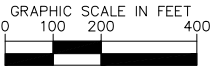
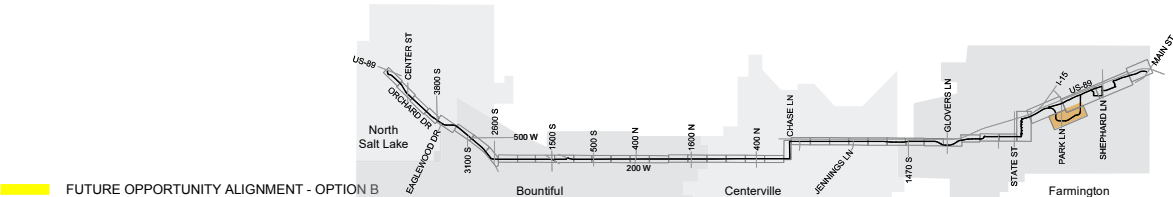
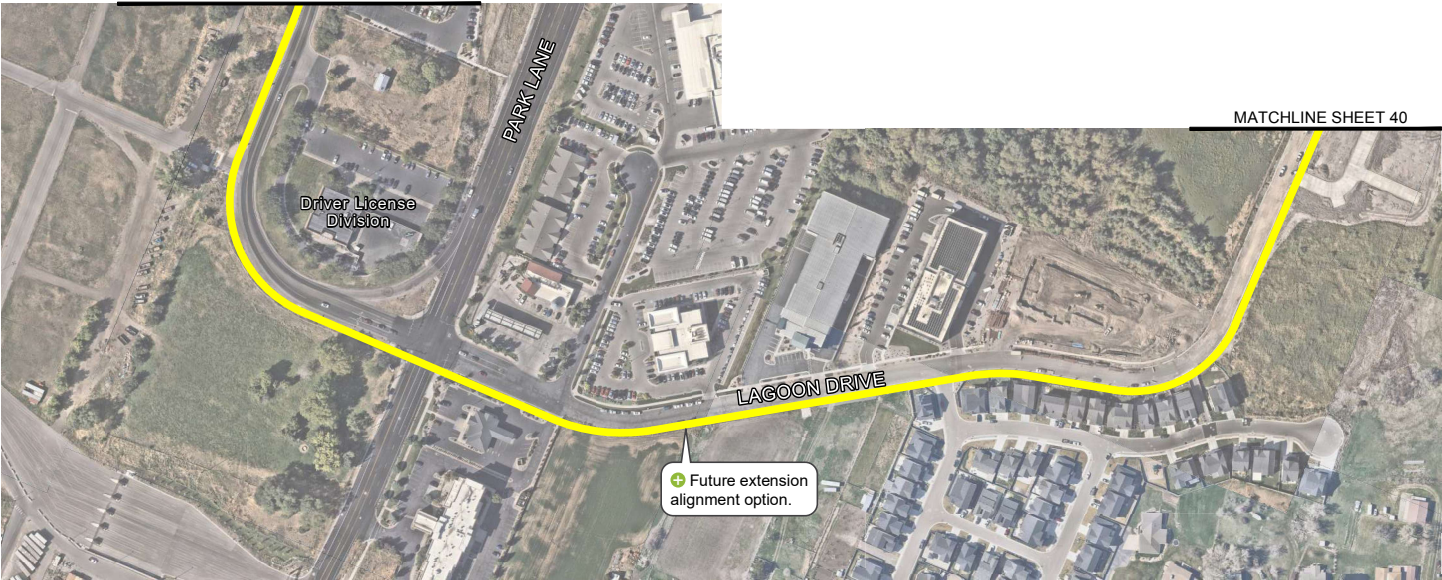
WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 39



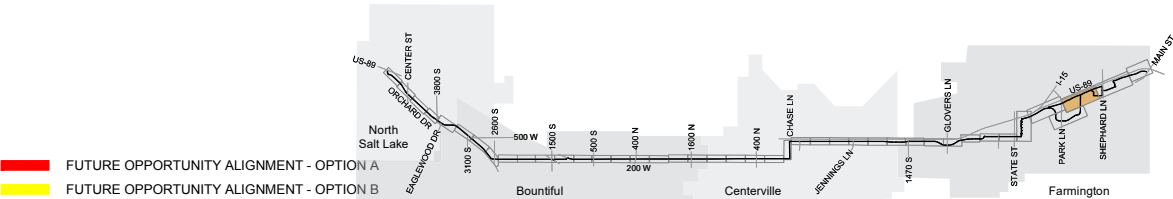
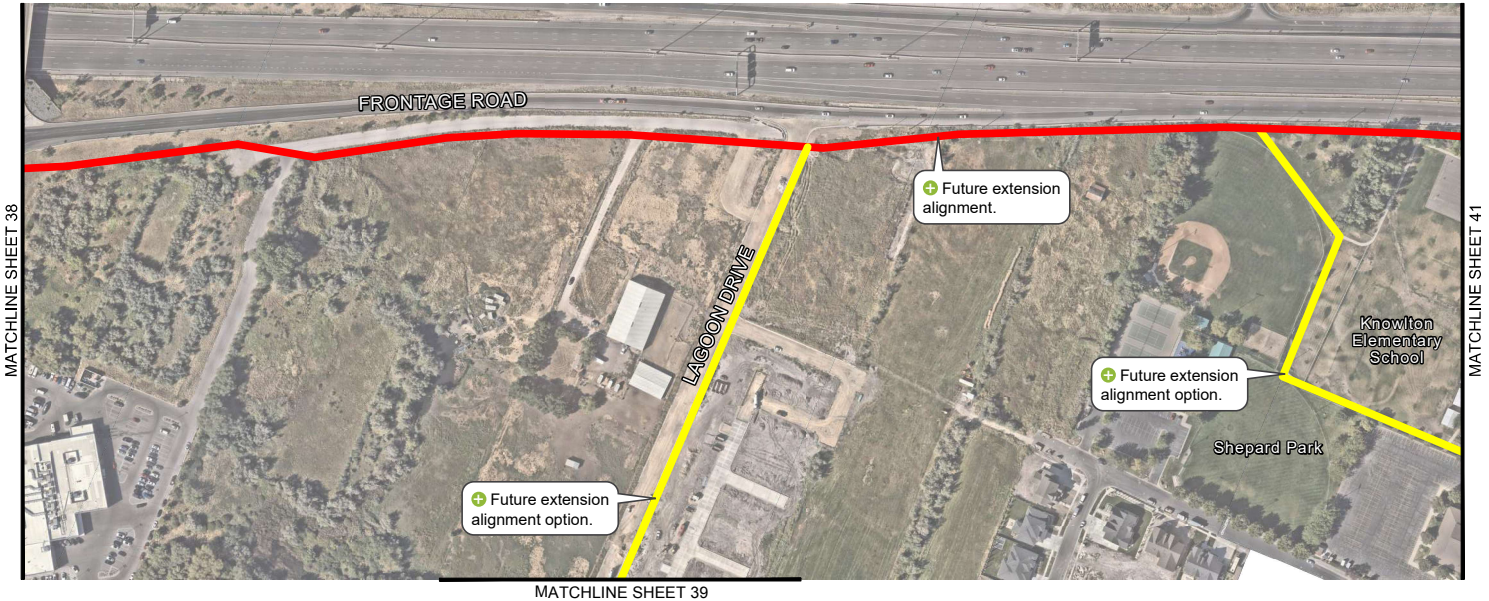
MATCHLINE SHEET 38

MATCHLINE SHEET 40



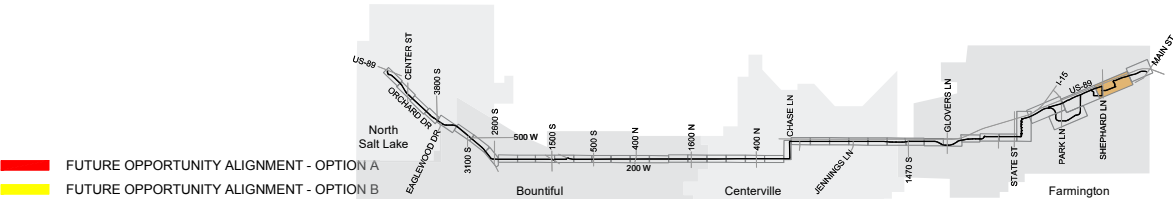
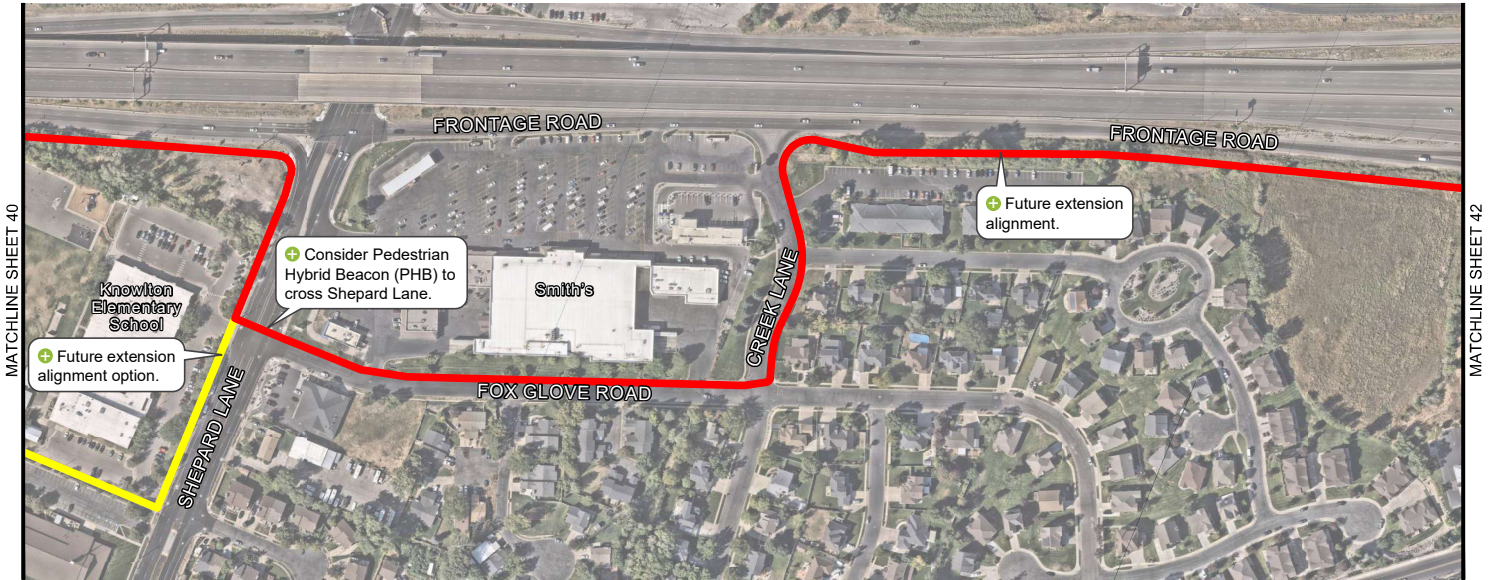
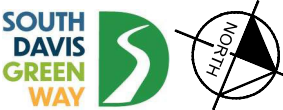
WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 40



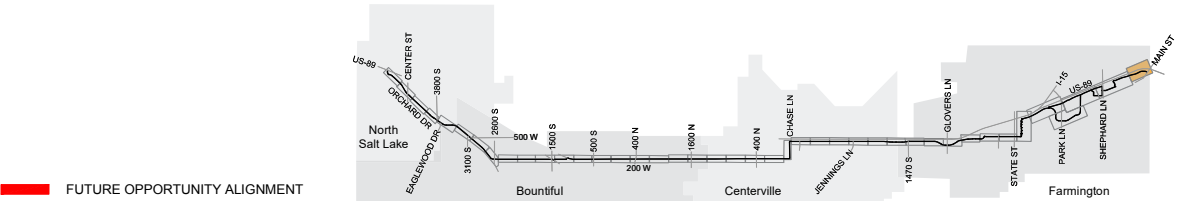
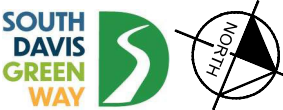
WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 41



WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 42



**SOUTH
DAVIS
GREEN
WAY**



WALK BIKE ROLL CONNECT

APPENDIX B

**PLANNING LEVEL
ESTIMATE OF PROBABLE
CONSTRUCTION COST**



SEGMENT A - CONCEPT LEVEL COST ESTIMATE

PROJECT NAME: South Davis Greenway - Segment A
Segment Limits: US-89/Main Street to 2600 South
Cost Estimate - Concept Level

Prepared By: Brent Crowther Date 5/30/2026

Proposed Project Scope: Construct new paved shared use path.

Station (BEGIN) =	00+00	(END) =	120+00
Project Length =	2,273	miles	12,000 ft
Current Year =	2026		
Assumed Construction Year =	2031		
Construction Items Inflation Factor =	1.16		5 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	4.0%		
Assumed Yearly Inflation for Right of Way (%/yr) =	4.0%		
Items not Estimated (% of Construction) =	25.0%		

Construction Items		Cost
Public Information Services		\$25,000
Roadway and Drainage		\$5,592,919
Traffic and Safety		\$548,000
Structures		\$78,000
Environmental Mitigation		\$931,250
ITS		\$0
	Subtotal	\$7,175,169
	Items not Estimated (25%)	\$1,793,792
	Construction Subtotal	\$8,968,961
P.E. Cost	P.E. Subtotal	\$1,187,520
C.E. Cost	C.E. Subtotal	\$1,076,280
Right of Way	Right of Way Subtotal	\$927,000
Utilities	Utilities Subtotal	\$0
Incentives	Incentives Subtotal	\$70,402
Miscellaneous	Miscellaneous Subtotal	\$0

Cost Estimate (ePM screen 505)	2026	2031
P.E.	\$1,188,000	\$1,445,000
Right of Way	\$927,000	\$1,128,000
Utilities	\$0	\$0
Construction	\$9,969,000	\$10,404,000
C.E.	\$1,076,000	\$1,309,000
Incentives	\$70,000	\$81,000
Aesthetics	\$87,000	\$78,000
Change Order Contingency	5.00%	\$943,000
UDOT Oversight	\$0	\$0
Miscellaneous	\$0	\$0
	TOTAL	\$13,110,000
	TOTAL	\$15,388,000

PROPOSED COMMISSION REQUEST	TOTAL	\$13,110,000	TOTAL	\$15,388,000
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Project Assumptions/Risks

1 Trail section - 8" UTBC, 4" HMA	8
2 Roadway Section - 12" GB, 8" UTBC, 7" HMA	9
3 Assumes 1.5" mill and fill.	10
4 Drainage 9% of construction to account for new inlets, laterals to trunkline, bringing manholes to grade	11
5 Potential underground utility relocations (fiber, sanitary sewer, culinary water) included in items not estimated	12
6	13

Roadway and Drainage

PROJECT NAME: South Davis Greenway - Segment A

Item #	Item	Quantity	Units	Price	Cost	Remarks
Roadway						
015017010	Mobilization	1	Lump	\$750,000.00	\$750,000.00	Usually 7-10% of construction
015547005	Traffic Control	1	Lump	\$650,000.00	\$650,000.00	Usually 3-5% of construction
017217010	Survey	1	Lump	\$90,000.00	\$90,000.00	Usually 1% of construction
020567015	Granular Borrow (Plan Quantity)	1,821	cu yd	\$65.00	\$118,365.00	
029617025	Rotomilling - 1 1/2 inch	36,377	sq yd	\$3.00	\$109,130.00	
022217110	Remove Concrete Sidewalk	3,880	sq yd	\$15.00	\$58,200.00	
022217125	Remove Concrete Curb and Gutter	12,200	ft	\$12.00	\$146,400.00	
022217165	Remove Asphalt Pavement	25,157	sq yd	\$14.00	\$352,202.67	
023167020	Roadway Excavation (Plan Quantity)	9,563	cu yd	\$45.00	\$430,335.00	
027217020	Untreated Base Course (Plan Quantity)	1,118	cu yd	\$75.00	\$83,850.00	
027767040	Concrete Flatwork, 6 inch Thick	22,800	sq ft	\$15.00	\$342,000.00	76 driveways, 20'x15'
027417050	HMA - 1/2 Inch	6,791	Ton	\$130.00	\$1,142,830.00	
027767025	Concrete Curb and Gutter Type B1	12,200	ft	\$42.00	\$512,400.00	
Roadway Subtotal					\$4,785,713	
Drainage						
#N/A	Drainage	1	Lump	\$807,206.49	\$807,206.49	
Drainage Subtotal					\$807,206	
PI						
015407010	Public Information Services	1	Lump	\$25,000.00	\$25,000	Usually 0.25% of construction

Cost estimate includes an "Items not Estimated" line item of 25% of construction cost. This line item accounts for variation in minor street and driveway tie-ins, drainage modifications and other items not evaluated in detail in this feasibility study.

Traffic, Safety & ITS
PROJECT NAME: South Davis Greenway - Segment A

Item #	Item	Quantity	Units	Price	Cost	Remarks
Traffic						
	Signing and Striping	1	Lump	\$300,000.00	\$300,000.00	
027657050	Pavement Marking Paint		gal	\$150.00		
028447030	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch		ft	\$275.00		
028437005	Crash Cushion Type A		Each	\$20,000.00		
027717056	Single Diagonal Corner Pedestrian Access Ramp	31	Each	\$8,000.00	\$248,000.00	
Signals						
Lighting						
Traffic and Safety Subtotal					\$548,000	
ITS						
ITS Subtotal					\$0	

Structures
PROJECT NAME: South Davis Greenway - Segment A

Item #	Item	Quantity	Units	Price	Cost	Remarks
Bridges						
	Ped/Bike Bridge		Lump	\$378,000.00		
Walls						
	Retaining Cut Wall		sq ft	\$230.00		Assumed LxH (wall area)
	Retaining Fill Wall	390	sq ft	\$200.00	\$78,000.00	Near home on Orchard Dr 65'x6'
Sign Structures						
Hydraulics						
Geotech						
Structures Subtotal					\$78,000	

Environmental and Landscaping

PROJECT NAME: South Davis Greenway - Segment A

Item #	Item	Quantity	Units	Price	Cost	Remarks
Environmental						
Temporary Erosion Control						
Landscaping						
	Park Strip	93,125	Sq ft	\$10.00	\$931,250.00	
Environmental Mitigation Subtotal					\$931,250	

Utilities, Right of Way, and Incentives

PROJECT NAME: South Davis Greenway - Segment A

Item #	Item	Quantity	Units	Price	Cost	Remarks
Utilities	Relocate Utility Pole					
Utilities Subtotal					\$0	
Right-of-way						
	Temporary Construction Easement	92,700	Sq ft	\$10.00	\$927,000.00	30'x15' for TCE at driveways plus 5' the entire length of the segment
Right-of-Way Subtotal					\$927,000	
Incentives						
Incentives Subtotal					\$70,402	

SEGMENT B - CONCEPT LEVEL COST ESTIMATE

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)
Cost Estimate - Concept Level

Prepared By: Brent Crowther Date 5/30/2026

Proposed Project Scope: Construct new paved shared use path.

Station (BEGIN) =	120+00	(END) =	249+00
Project Length =	2.443	miles	12,900 ft
Current Year =	2026		
Assumed Construction Year =	2031		
Construction Items Inflation Factor =	1.16		5 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	4.0%		
Assumed Yearly Inflation for Right of Way (%/yr) =	4.0%		
Items not Estimated (% of Construction) =	25.0%		

Construction Items	Cost
Public Information Services	\$25,000
Roadway and Drainage	\$5,835,750
Traffic and Safety	\$748,000
Structures	\$0
Environmental Mitigation	\$674,000
ITS	\$0
	Subtotal
	Items not Estimated (25%)
	Construction Subtotal
P.E. Cost	P.E. Subtotal
C.E. Cost	C.E. Subtotal
Right of Way	Right of Way Subtotal
Utilities	Utilities Subtotal
Incentives	Incentives Subtotal
Miscellaneous	Miscellaneous Subtotal

Cost Estimate (ePM screen 505)	2026	2031
P.E.	\$1,181,000	\$1,437,000
Right of Way	\$717,000	\$872,000
Utilities	\$20,000	\$23,000
Construction	\$9,103,000	\$10,559,000
C.E.	\$1,095,000	\$1,332,000
Incentives	\$53,000	\$73,000
Aesthetics	\$68,000	\$78,000
Change Order Contingency	9.00%	\$957,000
UDOT Oversight	\$0	\$0
Miscellaneous	\$0	\$0
	TOTAL	TOTAL

PROPOSED COMMISSION REQUEST	TOTAL	\$13,072,000	TOTAL	\$15,332,000
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Project Assumptions/Risks

1 Trail section - 8" UTBC, 4" HMA	8
2 Roadway Section - 12" GB, 8" UTBC, 7" HMA	9
3 Assumes 1.5" mill and fill.	10
4 Drainage 9% of construction to account for new inlets, laterals to trunkline, bringing manholes to grade	11
5 Potential underground utility relocations (fiber, sanitary sewer, culinary water) included in items not estimated	12
6	13
7	14

Roadway and Drainage

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)

Item #	Item	Quantity	Units	Price	Cost	Remarks
015017010	Mobilization	1	Lump	\$750,000.00	\$750,000.00	Usually 7-10% of construction
015547005	Traffic Control	1	Lump	\$650,000.00	\$650,000.00	Usually 3-5% of construction
017217010	Survey	1	Lump	\$90,000.00	\$90,000.00	Usually 1% of construction
020567015	Granular Borrow (Plan Quantity)	1,917	cu yd	\$65.00	\$124,805.00	
029617025	Rotomilling - 1 1/2 inch	22,167	sq yd	\$3.00	\$66,500.00	
022217110	Remove Concrete Sidewalk	5,702	sq yd	\$15.00	\$85,533.33	
022217125	Remove Concrete Curb and Gutter	12,830	ft	\$12.00	\$153,960.00	
022217150	Remove Concrete Pavement	9,711	sq yd	\$25.00	\$242,777.78	
022217165	Remove Asphalt Pavement	27,759	sq yd	\$14.00	\$388,624.44	
023167020	Roadway Excavation (Plan Quantity)	8,402	cu yd	\$45.00	\$378,090.00	
027217020	Untreated Base Course (Plan Quantity)	1,188	cu yd	\$75.00	\$87,600.00	
027527010	Portland Cement Concrete Pavement 9 inch Thick	2,142	sq yd	\$180.00	\$385,560.00	
027767040	Concrete Flatwork, 6 inch Thick	10,800	sq ft	\$15.00	\$159,000.00	
027417050	HMA - 1/2 Inch	7,041	Ton	\$130.00	\$915,330.00	
027767025	Concrete Curb and Gutter Type B1	12,830	ft	\$42.00	\$538,860.00	
Roadway Subtotal					\$5,016,441	
Drainage						
#N/A	Drainage	1	Lump	\$819,309.42	\$819,309.42	
Drainage Subtotal					\$819,309	
PI						
015407010	Public Information Services	1	Lump	\$25,000.00	\$25,000	Usually 0.25% of construction

Cost estimate includes an "Items not Estimated" line item of 25% of construction cost. This line item accounts for variation in minor street and driveway tie-ins, drainage modifications and other items not evaluated in detail in this feasibility study.

Traffic, Safety & ITS

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)

Item #	Item	Quantity	Units	Price	Cost	Remarks
Traffic						
	Signing and Striping	1	Lump	\$300,000.00	\$300,000.00	
027657050	Pavement Marking Paint		gal	\$100.00		
028447030	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch		ft	\$275.00		
028437005	Crash Cushion Type A		Each	\$20,000.00		
027717058	Single Diagonal Corner Pedestrian Access Ramp	56	Each	\$8,000.00	\$448,000.00	
Signals						
Lighting						
Traffic and Safety Subtotal					\$748,000	
ITS						
ITS Subtotal					\$0	

Structures

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)

Item #	Item	Quantity	Units	Price	Cost	Remarks
Bridges						
	Ped/Bike Bridge		Lump	\$378,000.00		
Walls						
	Retaining Cut Wall		sq ft	\$230.00		Assumed LxH (wall area)
	Retaining Fill Wall		sq ft	\$200.00		
Sign Structures						
Hydraulics						
Geotech						
Structures Subtotal					\$0	

Environmental and Landscaping

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)

Item #	Item	Quantity	Units	Price	Cost	Remarks
Environmental						
Temporary Erosion Control						
Landscaping						
	Park Strip	67,400	Sq ft	\$10.00	\$674,000.00	
Environmental Mitigation Subtotal					\$674,000	

Utilities, Right of Way, and Incentives

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)

Item #	Item	Quantity	Units	Price	Cost	Remarks
Utilities						
	Relocate Utility Pole	1	Each	\$20,000.00	\$20,000.00	At Roundabout
Utilities Subtotal					\$20,000	
Right-of-way						
	Temporary Construction Easement	71,650	Sq ft	\$10.00	\$716,500.00	
Right-of-Way Subtotal					\$716,500	
Incentives						
Incentives Subtotal					\$63,395	

SEGMENT C - CONCEPT LEVEL COST ESTIMATE

Segment Limits: 400 N (South Davis Rec. Center) to Chase Ln/I-15 Frontage Rd
Cost Estimate - Concept Level

Prepared By: Brent Crowther Date: 7/29/2026

Proposed Project Scope: Construct new paved shared use path.

Station (BEGIN) =	249+00	(END) =	381+00
Project Length =	2,500	miles	13,200 ft
Current Year =	2026		
Assumed Construction Year =	2031		
Construction Items Inflation Factor =	1.16		5 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	4.0%		
Assumed Yearly Inflation for Right of Way (%/yr) =	4.0%		
Items not Estimated (% of Construction) =	25.0%		

Construction Items		Cost
Public Information Services		\$25,000
Roadway and Drainage		\$6,365,916
Traffic and Safety		\$456,000
Structures		\$0
Environmental Mitigation		\$757,750
ITS		\$0
	Subtotal	\$7,604,666
	Items not Estimated (25%)	\$1,901,167
	Construction Subtotal	\$9,505,833
P.E. Cost	P.E. Subtotal	\$1,397,280
C.E. Cost	C.E. Subtotal	\$1,279,920
Right of Way	Right of Way Subtotal	\$978,000
Utilities	Utilities Subtotal	\$1,160,000
Incentives	Incentives Subtotal	\$42,136
Miscellaneous	Miscellaneous Subtotal	\$0

Cost Estimate (ePM screen 505)	2026	2031
P.E.	\$1,397,000	\$1,700,000
Right of Way	\$978,000	\$1,190,000
Utilities	\$1,160,000	\$1,346,000
Construction	\$9,506,000	\$11,027,000
C.E.	\$1,280,000	\$1,557,000
Incentives	\$42,000	\$49,000
Aesthetics	\$71,000	\$82,000
Change Order Contingency	0.75%	\$862,000
UDOT Oversight	9.00%	\$0
Miscellaneous	\$0	\$0
	TOTAL	\$15,296,000
	TOTAL	\$17,951,000
PROPOSED COMMISSION REQUEST	TOTAL	\$15,296,000
	TOTAL	\$17,951,000

Project Assumptions/Risks

1 Trail section - 8" UTBC, 4" HMA	8
2 Roadway Section - 12" GB, 8" UTBC, 7" HMA	9
3 Assumes 1.5" mill and fill.	10
4 Drainage 9% of construction to account for new inlets, laterals to trunkline, bringing manholes to grade	11
5 Potential underground utility relocations (fiber, sanitary sewer, culinary water) included in items not estimated	12
6	13
7	14

Roadway and Drainage

PROJECT NAME: South Davis Greenway - Segment C

Item #	Item	Quantity	Units	Price	Cost	Remarks
Roadway						
015017010	Mobilization	1	Lump	\$790,000.00	\$790,000.00	Usually 7-10% of construction
015547005	Traffic Control	1	Lump	\$685,000.00	\$685,000.00	Usually 3-5% of construction
017217010	Survey	1	Lump	\$100,000.00	\$100,000.00	Usually 1% of construction
020667015	Granular Borrow (Plan Quantity)	2,554	cu yd	\$65.00	\$166,010.00	
029617025	Rotomilling - 1 1/2 inch	32,562	sq yd	\$3.00	\$97,685.00	
022217110	Remove Concrete Sidewalk	5,556	sq yd	\$15.00	\$83,333.33	
022217125	Remove Concrete Curb and Gutter	12,500	ft	\$12.00	\$150,000.00	
022217150	Remove Concrete Pavement	7,867	sq yd	\$25.00	\$196,666.67	
022217165	Remove Asphalt Pavement	18,511	sq yd	\$14.00	\$259,155.56	
023167020	Roadway Excavation (Plan Quantity)	9,030	cu yd	\$45.00	\$406,350.00	
027217020	Untreated Base Course (Plan Quantity)	1,298	cu yd	\$75.00	\$97,350.00	
027527010	Portland Cement Concrete Pavement 9 inch Thick	3,496	sq yd	\$180.00	\$629,280.00	
027767040	Concrete Flatwork, 6 inch Thick	16,700	sq ft	\$15.00	\$250,500.00	
027417050	HMA - 1/2 Inch	8,262	Ton	\$130.00	\$1,074,060.00	
027767025	Concrete Curb and Gutter Type B1	12,500	ft	\$42.00	\$525,000.00	
Roadway Subtotal					\$5,510,391	
Drainage						
#N/A	Drainage	1	Lump	\$855,524.97	\$855,524.97	
Drainage Subtotal					\$855,525	
PI						
015407010	Public Information Services	1	Lump	\$25,000.00	\$25,000	Usually 0.25% of construction

Cost estimate includes an "Items not Estimated" line item of 25% of construction cost. This line item accounts for variation in minor street and driveway tie-ins, drainage modifications and other items not evaluated in detail in this feasibility study.

Traffic, Safety & ITS
PROJECT NAME: South Davis Greenway - Segment C

Item #	Item	Quantity	Units	Price	Cost	Remarks
Traffic						
	Signing and Striping	1	Lump	\$300,000.00	\$300,000.00	
027657050	Pavement Marking Paint		gal	\$150.00		
028447030	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch		ft	\$275.00		
028437005	Crash Cushion Type A		Each	\$20,000.00		
027717058	Single Diagonal Corner Pedestrian Access Ramp	57	Each	\$8,000.00	\$456,000.00	
Signals						
Lighting						
Traffic and Safety Subtotal					\$456,000	
ITS						
ITS Subtotal					\$0	

Structures
PROJECT NAME: South Davis Greenway - Segment C

Item #	Item	Quantity	Units	Price	Cost	Remarks
Bridges						
	Ped/Bike Bridge		Lump	\$378,000.00		
Walls						
	Retaining Cut Wall		sq ft	\$230.00		Assumed LxH (wall area)
	Retaining Fill Wall		sq ft	\$200.00		
Sign Structures						
Hydraulics						
Geotech						
Structures Subtotal					\$0	

Environmental and Landscaping

PROJECT NAME: South Davis Greenway - Segment C

Item #	Item	Quantity	Units	Price	Cost	Remarks
	Environmental					
	Temporary Erosion Control					
	Landscaping					
	Park Strip	75,775	Sq ft	\$10.00	\$757,750.00	
	Environmental Mitigation Subtotal				\$757,750	

Utilities, Right of Way, and Incentives

PROJECT NAME: South Davis Greenway - Segment C

Item #	Item	Quantity	Units	Price	Cost	Remarks
	Utilities					
	Relocate Overhead Utilities	1	Lump	\$120,000.00	\$120,000.00	6 poles on Chase Lane
	Underground Overhead Utilities	1	Lump	\$1,040,000.00	\$1,040,000.00	
	Utilities Subtotal				\$1,160,000	
	Right-of-way					
	Urban/Suburban Commercial	1,600	sq ft	\$80.00	\$128,000.00	Chipotle Drive Thru
	Temporary Construction Easement	85,000	sq ft	\$10.00	\$850,000.00	
	Right-of-Way Subtotal				\$978,000	
	Incentives					
	Incentives Subtotal				\$42,136	

SEGMENT E - CONCEPT LEVEL COST ESTIMATE

Segment Limits: 200 W/I-15 Frontage Road to 200 W/State Street
Cost Estimate - Concept Level

Prepared By: Brent Crowther Date: 5/30/2026
Proposed Project Scope: Construct new paved shared use path.

Station (BEGIN) =	555+50	(END) =	571+00
Project Length =	0.294 miles		1,350 ft
Current Year =	2026		
Assumed Construction Year =	2031		
Construction Items Inflation Factor =	1.16	5 yrs for inflation	
Assumed Yearly Inflation for Engineering Services (P.E. and C.E.) (%/yr) =	4.0%		
Assumed Yearly Inflation for Right of Way (%/yr) =	4.0%		
Items not Estimated (% of Construction) =	25.0%		
Construction Items			
Public Information Services			\$2,000
Roadway and Drainage			\$557,155
Traffic and Safety			\$85,500
Structures			\$0
Environmental Mitigation			\$43,200
ITS			\$0
	Subtotal		\$687,855
	Items not Estimated (25%)		\$171,964
	Construction Subtotal		\$859,819
P.E. Cost		P.E. Subtotal	\$120,360
C.E. Cost		C.E. Subtotal	\$106,800
Right of Way		Right of Way Subtotal	\$113,000
Utilities		Utilities Subtotal	\$30,000
Incentives		Incentives Subtotal	\$0
Miscellaneous		Miscellaneous Subtotal	\$0

Cost Estimate (ePM screen 505)		2026	2031
P.E.		\$120,000	\$146,000
Right of Way		\$113,000	\$137,000
Utilities		\$30,000	\$35,000
Construction		\$860,000	\$998,000
C.E.		\$107,000	\$130,000
Incentives		\$0	\$0
Aesthetics	0.75%	\$6,000	\$7,000
Change Order Contingency	9.00%	\$78,000	\$90,000
UDOT Oversight		\$0	\$0
Miscellaneous		\$0	\$0
	TOTAL	\$1,314,000	\$1,543,000
PROPOSED COMMISSION REQUEST		TOTAL	\$1,314,000
		TOTAL	\$1,543,000

Project Assumptions/Risks

1 Trail section - 8" UTBC, 4" HMA	8
2 Roadway Section - 12" GB, 8" UTBC, 7" HMA	9
3 Assumes relocation of mid-block signal pole and associated equipment	10
4 Relocate mid-block crossing signal, cabinet, meter, and boxes	11
5 Drainage 9% of construction to account for new inlets, laterals to trunkline, bringing manholes to grade	12
6 Potential underground utility relocations (fiber, sanitary sewer, culinary water) included in items not estimated	13
7	14

Roadway and Drainage

PROJECT NAME: South Davis Greenway - Segment E

Item #	Item	Quantity	Units	Price	Cost	Remarks
015017010	Mobilization	1	Lump	\$75,000.00	\$75,000.00	Usually 7-10% of construction
015547005	Traffic Control	1	Lump	\$60,000.00	\$60,000.00	Usually 3-5% of construction
01557001*	Maintenance of Traffic	1	Lump	\$9,000.00	\$9,000.00	Usually 1% of construction
017217010	Survey	1	Lump	\$10,000.00	\$10,000.00	
020567015	Granular Borrow (Plan Quantity)	244	cu yd	\$65.00	\$15,860.00	
022217110	Remove Concrete Sidewalk	656	sq yd	\$15.00	\$9,833.33	
022217125	Remove Concrete Curb and Gutter	1,540	ft	\$12.00	\$18,480.00	
022217165	Remove Asphalt Pavement	1,356	sq yd	\$14.00	\$18,977.76	
023167020	Roadway Excavation (Plan Quantity)	1,230	cu yd	\$45.00	\$55,350.00	
027217020	Untreated Base Course (Plan Quantity)	142	cu yd	\$75.00	\$10,650.00	
027767040	Concrete Network, 6 inch Thick	2,400	sq ft	\$15.00	\$36,000.00	
027417050	HMA - 1/2 Inch	738	Ton	\$130.00	\$95,940.00	
027767025	Concrete Curb and Gutter Type B1	1,540	ft	\$42.00	\$64,680.00	
Roadway Subtotal					\$479,771	
Drainage						
#N/A	Drainage	1	Lump	\$77,383.71	\$77,383.71	
Drainage Subtotal					\$77,384	
PI						
015407010	Public Information Services	1	Lump	\$2,000.00	\$2,000.00	Usually 0.25% of construction

Cost estimate includes an "Items not Estimated" line item of 25% of construction cost. This line item accounts for variation in minor street and driveway tie-ins, drainage modifications and other items not evaluated in detail in this feasibility study.

Traffic, Safety & ITS

PROJECT NAME: South Davis Greenway - Segment E

Item #	Item	Quantity	Units	Price	Cost	Remarks
Traffic						
	Signing and Striping	1	Lump	\$37,500.00	\$37,500.00	
027657050	Pavement Marking Paint		gal	\$100.00		
028447030	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch		ft	\$275.00		
028437005	Crash Cushion Type A		Each	\$20,000.00		
027717058	Single Diagonal Corner Pedestrian Access Ramp	6	Each	\$8,000.00	\$48,000.00	
Signals						
Lighting						
Traffic and Safety Subtotal					\$85,500	
ITS						
ITS Subtotal					\$0	

Structures

PROJECT NAME: South Davis Greenway - Segment E

Item #	Item	Quantity	Units	Price	Cost	Remarks
Bridges						
	Ped/Bike Bridge		Lump	\$378,000.00		
Walls						
	Retaining Cut Wall		sq ft	\$230.00		Assumed LxH (wall area)
	Retaining Fill Wall		sq ft	\$200.00		
Sign Structures						
Hydraulics						
Geotech						
Structures Subtotal					\$0	

Environmental and Landscaping

PROJECT NAME: South Davis Greenway - Segment E

Item #	Item	Quantity	Units	Price	Cost	Remarks
Environmental						
Temporary Erosion Control						
Landscaping						
	Park Strip	4,320	Sq ft	\$10.00	\$43,200.00	
Environmental Mitigation Subtotal					\$43,200	

Utilities, Right of Way, and Incentives

PROJECT NAME: South Davis Greenway - Segment E

Item #	Item	Quantity	Units	Price	Cost	Remarks
Utilities						
	Relocate Water/Irrigation/Sewer Lines	1	Lump			
	Relocate Gas Line	1	Lump			
	Relocate Power Line	1	Lump			
	Relocate Fiber Optic	1	Lump			
	Relocate Phone	1	Lump			
	Relocate Ped Signal System	1	Lump	\$30,000.00	\$30,000.00	Includes signal, meter, cabinet, junction boxes
Utilities Subtotal					\$30,000	
Right-of-way						
	Temporary Construction Easement	11,300	Sq ft	\$10.00	\$113,000.00	
Right-of-Way Subtotal					\$113,000	
Incentives						
Incentives Subtotal						



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: August 18, 2026

SUBJECT: Consideration of landscaping improvements for City-owned property on the south side of City Hall between Main Street and US89

RECOMMENDATION

I recommend approving an award of bid to JLR and Sons, Inc. for the construction of Preliminary Concept #1 in an amount not to exceed \$250,000.

BACKGROUND

At the July 21, 2026 City Council meeting, the City reviewed plans and cost estimates for improvements to the City-owned vacant property located south of City Hall between Main Street and US89. At that time, the plans and cost estimates exceeded what the City Council determined they wished to expend on improvements and asked City staff to facilitate a revised design that would reflect a lower cost.

The attached plans show two concepts for the completion of improvements of this property. Concept #1 is a plan that includes regrading of the site so that there is minimal use of retaining walls and a significant reduction in the grade between the Main Street sidewalk and the west edge of the property. The west side of the property is in disrepair and soils are currently sloughing off onto the public sidewalk. The cost estimate for this plan is approximately \$207,000 but does not include irrigation which will be required in order to successfully have the landscaping plantings shown on the plan.

Concept #2 is a plan that does not significantly alter the grade of the property, but does contain a large retaining wall feature on the west side of the property so that the property is stabilized at that location. Concept #2 would also end the soil failures currently disrupting the public sidewalk on Main Street. The cost estimate for this project is approximately \$238,000 but also does not include the necessary irrigation improvements.

City staff believes the project can be done for \$250,000 using Concept #1. The City's purchasing ordinance allows the City to award bids up to \$250,000 without going through the formal bidding process. Since JLR has designed the two concept plans and cost estimates and has successfully completed the Eagleridge Drive beautification project, it is recommended that we use JLR for the

construction of Concept #1. The Council may award the bid at this meeting and instruct City staff to take steps to bring a budget amendment back to the Council for ratification.

The funding source for this project will be the City's Capital Projects Fund Balance.

PROPOSED MOTION

I move that the City Council award a bid to JLR and Sons, Inc., not to exceed \$250,000 in order to construct Concept Plan #1 for the City-owned property south of City Hall between Main Street and US89.

PLANT SCHEDULE						
SYMBOL	COMMON NAME	SCIENTIFIC NAME	COMMON NAME	GA	SD	
						
	ACE SAP	ACER TATARICUM (ORNAMENTAL "RUSSIAN SUGAR")	RUSS SUGAR MAPLE	2" CAL.	6	
	PIR CAL	PIRUS CALLERIANA	CALLERY PEAR	2" CAL.	8	
						
	ACH-ROD	ACHILLEA MILLEFOLIUM "DESERT FIRE TERRACOTTA"	DESERT FIRE TERRACOTTA YARDAGE	1" DIA	24	
	RE-ATY	REBENUS THE FORTUNE "ATMOSPHERIC"	RED LEAF FORTUNE REBENUS	5" DIA	87	
	DO-MAG	DIOSCOREA DIOSCOREA	MANGING PLANT COMPOUND	1" DIA	80	
	PE-ROD	PESTICIA BARBATA	BLUE PEDESTAL	1" DIA	133	
	PAN-CR	PANICUM VIRGATUM "CAP BREAST"	CAP BREAST SWITCH GRASS	1" DIA		

CONCEPT PLANT SCHEDULE	
 ACTIVE GLAZE 2" TOPSOIL REQUIRED	12,000 CF
 STORM MULCH 4" DEEP	2,109 SF
 WOOD MULCH 4" DEEP	2,045 SF

DESIGN INTENT NARRATIVE

- Manufactured elements such as pipes, tanks, and vessels with the back of the head or end flange welded to a future pipe, and are not to be included in cut work areas.
 - All existing above ground grass areas to receive a rate of 4% of awarded project.
 - All paved areas are intended to be irrigated using large rotors and irrigated at least until establishment.
 - All pipes less than 12" diameter require control rdn. Slopes flatter than 3:1 may not need a hydro tank or a backflow to minimize erosion.
 - All pipe trenches are not entirely storm drain backfill but require 17" minimum above the pipe.
 - All pipe work to be backfilled with planting soil.
 - All pipe trenches, above 48" deep, are to be backfilled with 12" minimum above the pipe.
 - All stop trenches will be backfilled; amount for depth of existing back pipe.
 - All pipe backfill and back hatch manholes to be 4 inches deep with weed fabric.
- At this time, we are not sure if the irrigation can be tied to City/HSA systems, or are fairly far as the irrigation control located on the south lake. The system is not utilized and is not an especially important system.
- For the following purposes, it is assumed a new man of construction, backflow, or filter will need to be installed.

J. Lyne Roberts & Sons, Inc

There is no substitute for quality

1052 S. 250 E.

Provo, UT 84606

O. 801-373-5642



Estimate

DATE: 8/5/2026

Quotation # 1

North Salt Lake City Hall Triangle Option 2

Proposal for: City Of North Salt Lake
North Salt Lake, Utah

Quotation valid until: 9/4/2026
Prepared by: Dan Selman
Estimator
J. Lyne Roberts & Sons Inc.
801-373-5642

Comments or special instructions:

No.	Description	Quantity	Unit	Unit Cost	AMOUNT
1	General Conditions / Mobilization	1	LS	\$ 34,360.00	\$ 34,360.00
2	UDOT Permits / Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00
3	Earthwork - Cut,Fill & Haul off	1100	CY	\$ 68.00	\$ 74,800.00
4	Concrete Mow Curb	165	LF	\$ 45.00	\$ 7,425.00
5	Topsoil - 4" in seeded area & 1' in al	270	CY	\$ 55.00	\$ 14,850.00
6	Rock Mulch - Fabric & Rock	60	Tons	\$ 230.00	\$ 13,800.00
7	Wood Mulch - No Fabric	25	CY	\$ 110.00	\$ 2,750.00
8	Hydroseed & Fine Raking	13000	SF	\$ 0.60	\$ 7,800.00
9	Irrigation - Bubblers with Drip Valv	1	LS	\$ 10,750.00	\$ 10,750.00
10	Wire & Water Connection to Existin	270	LF	\$ 16.00	\$ 4,320.00
11	Trees - 2" Cal	10	EA	\$ 650.00	\$ 6,500.00
12	Shrubs - 5 Gal	47	EA	\$ 65.00	\$ 3,055.00
13	Perennials & Grasses - 1 Gal	303	EA	\$ 30.00	\$ 9,090.00
14	Project Contingency	1	LS	\$ 10,000.00	\$ 10,000.00
TOTAL					\$ 207,000.00

Additional Options Not Included In Total Price

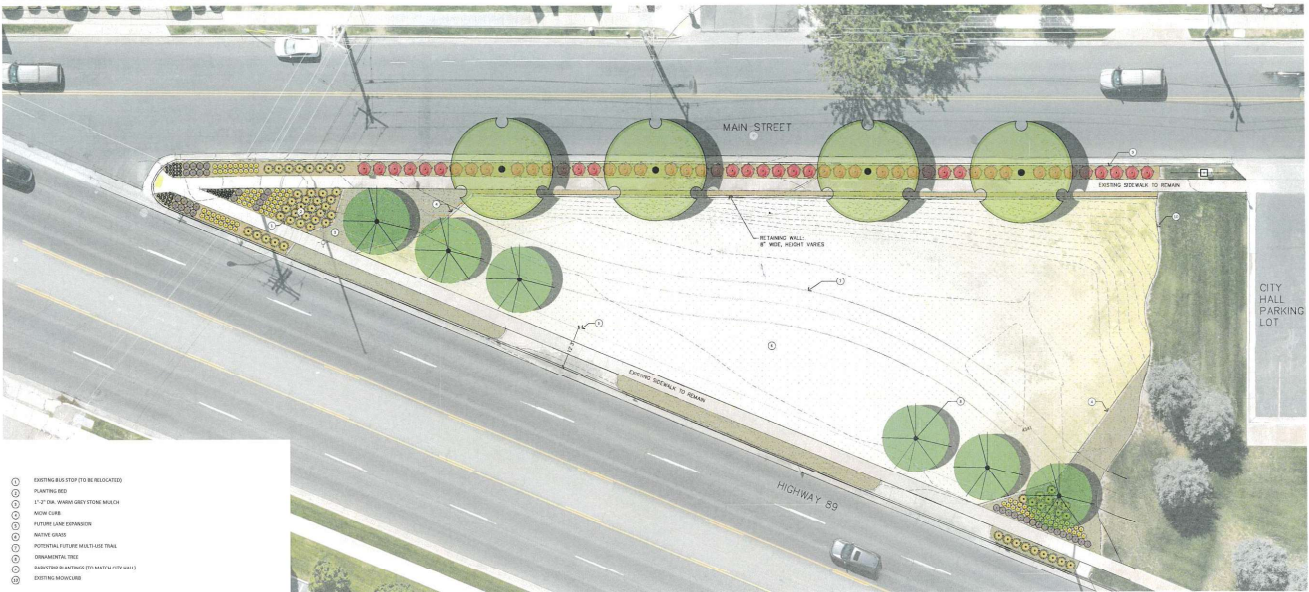
If you have any questions concerning this quotation, please contact us.

Bid Notes:

TERMS OF PAYMENT: Payment in full due upon receipt of invoice. Contracts which state a draw cut off date and payment release date are the only exceptions and must be signed by representatives of both parties. FINANCE CHARGE: A finance charge in amount of the lesser of 1.5% per month (18% per annum), or a maximum allowed by law, will be added to all invoices that are 30 days past due as of the 10th of the following month. ACCEPTANCE: This proposal is subject to change and may be withdrawn if not accepted within 60 days after above date and is submitted to the terms and conditions hereof. APPROVAL: This contract shall not be binding on J. Lyne Roberts & Sons, Inc until it shall be approved by an authorized representative of J. Lyne Roberts & Sons, Inc. No alterations or additional work shall be performed unless agreed to by J. Lyne Roberts & Sons, Inc, beforehand, verbally or in writing.

THANK YOU FOR YOUR BUSINESS!

PRELIMINARY CONCEPT #2



- 1 EXISTING BUS STOP TO BE RELOCATED
- 2 PLANTING BED
- 3 1" DIA. VARIOUS GREY STONE MASONRY
- 4 BENCH
- 5 FUTURE LANE EXPANSION
- 6 WATER DRAIN
- 7 FUTURE FUTURE MAINTENANCE TRAIL
- 8 ORNAMENTAL TREE
- 9 BENCH FOR AN ARTIST (BY MARTIN HOFFMANN)
- 10 EXISTING LANDSCAPE

PLANT SCHEDULE

SYMBOL	CODE	COMMON NAME	COMMON NAME	QTY
1	ACE-01	ACE-01	ACE-01	1
2	ACE-02	ACE-02	ACE-02	1
3	ACE-03	ACE-03	ACE-03	1
4	ACE-04	ACE-04	ACE-04	1
5	ACE-05	ACE-05	ACE-05	1
6	ACE-06	ACE-06	ACE-06	1
7	ACE-07	ACE-07	ACE-07	1
8	ACE-08	ACE-08	ACE-08	1
9	ACE-09	ACE-09	ACE-09	1
10	ACE-10	ACE-10	ACE-10	1

CONCEPT PLANT SCHEDULE

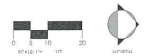
SYMBOL	CODE	COMMON NAME	COMMON NAME	QTY
1	ACE-01	ACE-01	ACE-01	1
2	ACE-02	ACE-02	ACE-02	1
3	ACE-03	ACE-03	ACE-03	1
4	ACE-04	ACE-04	ACE-04	1
5	ACE-05	ACE-05	ACE-05	1
6	ACE-06	ACE-06	ACE-06	1
7	ACE-07	ACE-07	ACE-07	1
8	ACE-08	ACE-08	ACE-08	1
9	ACE-09	ACE-09	ACE-09	1
10	ACE-10	ACE-10	ACE-10	1

DESIGN INTENT NARRATIVE

- 1. The design intent is to create a vibrant, pedestrian-friendly space that connects the community to the city center.
- 2. The design intent is to create a vibrant, pedestrian-friendly space that connects the community to the city center.
- 3. The design intent is to create a vibrant, pedestrian-friendly space that connects the community to the city center.
- 4. The design intent is to create a vibrant, pedestrian-friendly space that connects the community to the city center.
- 5. The design intent is to create a vibrant, pedestrian-friendly space that connects the community to the city center.
- 6. The design intent is to create a vibrant, pedestrian-friendly space that connects the community to the city center.
- 7. The design intent is to create a vibrant, pedestrian-friendly space that connects the community to the city center.
- 8. The design intent is to create a vibrant, pedestrian-friendly space that connects the community to the city center.
- 9. The design intent is to create a vibrant, pedestrian-friendly space that connects the community to the city center.
- 10. The design intent is to create a vibrant, pedestrian-friendly space that connects the community to the city center.

C.B.D
C. BROWN DESIGN INC
SITE AND LANDSCAPE ARCHITECTS

The City of North Salt Lake Main St. Triangle Park
07/16/2026



J. Lyne Roberts & Sons, Inc

There is no substitute for quality

1052 S. 250 E.

Provo, UT 84606

O. 801-373-5642



Estimate

DATE: 8/4/2026

Quotation # 2

North Salt Lake City Hall Triangle Option 2

Proposal for: City Of North Salt Lake
North Salt Lake, Utah

Quotation valid until: 9/3/2026
Prepared by: Dan Selman
Estimator
J. Lyne Roberts & Sons Inc.
801-373-5642

Comments or special instructions:

No.	Description	Quantity	Unit	Unit Cost	AMOUNT
1	General Conditions / Mobilization	1	LS	\$ 34,490.00	\$ 34,490.00
2	UDOT Permits / Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00
3	Earthwork - Rough Grade	17150	SF	\$ 0.60	\$ 10,290.00
4	Concrete Mow Curb	93	LF	\$ 56.00	\$ 5,208.00
5	Topsoil - 4" in seeded area & 1' in al	265	CY	\$ 55.00	\$ 14,575.00
6	Rock Mulch - Fabric & Rock	60	Tons	\$ 230.00	\$ 13,800.00
7	Wood Mulch - No Fabric	25	CY	\$ 110.00	\$ 2,750.00
8	Hydroseed & Fine Raking	13200	SF	\$ 0.60	\$ 7,920.00
9	Irrigation - Bubblers with Drip Valv	1	LS	\$ 9,377.00	\$ 9,377.00
10	Wire & Water Connection to Existin	270	LF	\$ 16.00	\$ 4,320.00
11	Trees - 2" Cal	10	EA	\$ 650.00	\$ 6,500.00
12	Shrubs - 5 Gal	48	EA	\$ 65.00	\$ 3,120.00
13	Perennials & Grasses - 1 Gal	245	EA	\$ 30.00	\$ 7,350.00
14	Keystone Retaining Wall (6' Tall Av	1440	FSF	\$ 70.00	\$ 100,800.00
15	Project Contingency	1	LS	\$ 10,000.00	\$ 10,000.00

TOTAL \$ 238,000.00

Additional Options Not Included In Total Price

If you have any questions concerning this quotation, please contact us.

Bid Notes:

TERMS OF PAYMENT: Payment in full due upon receipt of invoice. Contracts which state a draw cut off date and payment release date are the only exceptions and must be signed by representatives of both parties. FINANCE CHARGE: A finance charge in amount of the lesser of 1.5% per month (18% per annum), or a maximum allowed by law, will be added to all invoices that are 30 days past due as of the 10th of the following month. ACCEPTANCE: This proposal is subject to change and may be withdrawn if not accepted within 60 days after above date and is submitted to the terms and conditions hereof. APPROVAL: This contract shall not be binding on J. Lyne Roberts & Sons, Inc until it shall be approved by an authorized representative of J. Lyne Roberts & Sons, Inc. No alterations or additional work shall be performed unless agreed to by J. Lyne Roberts & Sons, Inc, beforehand, verbally or in writing.

THANK YOU FOR YOUR BUSINESS!

City Council Action Items for August 18, 2026

Item	Staff	Description	Staff Responses
<u>New</u>			
<u>26-07</u>	<u>Craig</u>	(8-4-26 CM Smoot, Jackson, Van Langeveld) <u>Requested future work session discussion about ALPR data and the use of information.</u>	
<u>Current</u>			
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.	<i>(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.</i>
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.	<i>(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.</i> <i>(7-28-26) Staff has been working on water conservation strategies and a plan to perform consistent and timely outreach to the public regarding water conservation. We will present the draft strategies to the Council in a September work meeting.</i>
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.	<i>(6-10-26) Waiting on UDOT for the signed agreement (2026-01A), then staff will pursue the property transfer for the Greenway.</i> <i>(8-13-26) The fully executed agreement has been received by the City. The City has made a written request for instructions about how to effectuate the transfer of property and complete this issue.</i>
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.	<i>(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.</i> <i>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.</i> <i>(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.</i> <i>(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.</i>
25-11	Ken	(5-21-24 CM Knowlton) Prepare talking points for the 2600 South / 1100 North bridge challenges.	<i>(1-2-25) Ken is preparing talking points and will then update City website for public awareness.</i> <i>(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.</i>
25-08	Sherrie	(2-18-25 All) Project to evaluate readdressing all County addresses to City addresses.	<i>(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.</i> <i>(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.</i>

Item	Staff	Description	Staff Responses
			<i>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.</i> <i>(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.</i> <i>(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.</i>
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.	<i>(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:</i> <i>1. Contact the property owners to determine if they are willing to sell the property</i> <i>2. Obtain an appraisal and enter into purchase contracts</i> <i>3. Engage a landscape architect or engineering firm to design the park and cost estimate</i> <i>Approve the budget for the project</i> <i>(4-2-26) one property owner indicated willingness to sell property to City.</i> <i>(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.</i>
25-02	Ken/David	(5-20-25 CM Knowlton) Explore options to property purchase for expanding the Public Works facilities.	<i>(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.</i> <i>(7-28-26) Ken Leetham made a proposal to the City Council on July 21 to perform a needs analysis for public works facilities expansion. Use of Redwood Road CDA funds was proposed to hire professional consulting services in order to complete the analysis.</i>
Future Agenda Item Discussion Requests			
26-06	Ken/David	(6-2-26 CM Knowlton) Discussion at future meeting exploring a NSL Green Waste program.	

Item	Staff	Description	Staff Responses
25-35	Ken	(12-2-25 CM Knowlton & Van Langeveld) Discussion at future meeting regarding solar panels on City property.	
25-22	Sherrie	(10-3-23 CM Knowlton) Future work session item to discuss parking (restrictions, shared parking, time of day, on street, etc.)	<i>(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.</i>
25-21	Sherrie/Jon	<i>Combined Action Items:</i> (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.	<i>(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.</i> <i>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.</i> <i>(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.</i>
25-19	Ken / David	(4-2-24 All) Staff will make future proposal on trees/sidewalk damage policies.	<i>(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.</i> <i>(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.</i> <i>Deadline for Part 1: October 21, 2025</i> <i>Deadline for Part 2: January 20, 2026</i>

Item	Staff	Description	Staff Responses
			<i>(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.</i>
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.	<i>(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.</i> <i>(10-15-25) A draft of the General Plan is expected from the consultant December 2025.</i> <i>(4-1-26) Staff has received the General Plan revised draft and is currently reviewing.</i>
Completed			



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Karyn Baxter, City Engineer

DATE: August 18, 2026

SUBJECT: Consideration of Resolution 2026-36R: A resolution approving a franchise agreement with Emery Telecommunications & Video, Inc.

RECOMMENDATION

Staff recommends approval of the attached resolution which approves a franchise agreement with Emery Telecommunications & Video, Inc.

BACKGROUND

Emery Telecommunications & Video, Inc., 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 one revision requested. They have requested the option of additional time to complete repairs due to conditions beyond their control. This has been reviewed by the City Attorney and was found to be acceptable.

POSSIBLE MOTION

I move that the City Council approve Resolution No. 2026-36R: A resolution approving a franchise agreement with Emery Telecommunications & Video, Inc.

Attachments:

- 1) Resolution 2026-36R
- 2) Franchise Agreement between City of North Salt Lake and Emery Telecommunications & Video, Inc.

RESOLUTION 2026-36R

**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 EMERY
TELECOMMUNICATIONS & VIDEO, INC, FOR THE INSTALLATION
OF NETWORK FACILITIES IN THE CITY PUBLIC RIGHT-OF-WAY**

WHEREAS, it has been proposed by Emery Telecommunications & Video, Inc, to provide network facilities and services within the City of North Salt Lake; and

WHEREAS, in order to provide these service, Emery Telecommunications & Video, Inc. must 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 2026-31A** approving a non-exclusive franchise agreement between the City of North Salt Lake and Emery Telecommunications & Video, Inc, 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 18th day of August, 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

EMERY TELECOMMUNICATIONS & VIDEO, INC

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 Emery Telecommunications & Video, Inc. (hereinafter "PROVIDER") with its principal offices at 445 SR 29, Orangeville, UT 84537.

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 effect 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 _____, 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 provided that this period shall be extended for delays beyond the PROVIDER's reasonable control, including permitting, weather, or similar causes, so long as the PROVIDER timely commences and diligently pursues relocation.

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 to 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 Horrocks, Mayor

ATTEST:

Wendy Page, City Recorder

APPROVED AS TO FORM:

City Attorney

EMERY TELECOMMUNICATIONS & VIDEO

By:

Brock Johansen, CEO

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)



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ali Avery, Long Range Planner

DATE: August 18, 2026

SUBJECT: Consideration of Resolution 2026-37R: A Resolution Approving a Real Estate Purchase Agreement for a Trail Easement Located at Approximately 55 West Center Street.

RECOMMENDATION

I recommend approval of Resolution 2026-37R: A Resolution Approving a Real Estate Purchase Agreement for a Trail Easement Located at Approximately 55 West Center Street.

BACKGROUND

The City was awarded a UDOT grant to install the Town Center I-15 Trail from Hatch Park to the trail connection to be built at Williamsburg Apartments connecting to the Highway 89 trail at Eagleridge Drive. UDOT has agreed to use the grant funds to install the trail with the I-15 expansion. The trail will be constructed mostly within the UDOT Right of Way presently owned. A right of way easement is necessary in a small area on the property located at approximately 55 West Center Street. The proposed easement is approximately 400 sq. ft.

Staff has been in negotiations with the property owners for the Pointe at Northridge Apartments. The property owner has been working with UDOT on right of way purchase further north, near Center Street and they have now agreed to the value of \$55/sq. ft for the easement, putting the purchase price at \$21,945. The property owner has also requested up to \$5,000 in legal fees for their review of this transaction. In the purchase agreement, The City has agreed to pay all closing costs (recording fees, etc.). The agreement also states that construction of the trail will include the modification of trash enclosure and concrete pad to be outside the right of way, replacement of the rear curb of the enclosure, and installation/repair of the fencing around the enclosure.

The property owner stated the following in reference to the City's refusal to install lighting along the trail at this time, as it is not in the current budget:

"Rather than installing conduit only and deferring actual lighting to future funding, we'd ask that functional trail lighting be installed as part of the initial trail construction. Lighting is

meaningfully more effective than any physical barrier at deterring nighttime loitering and vandalism, and it protects both the City and the property from liability exposure once the trail is open to the public. With the City already investing in conduit and construction, the incremental cost of adding poles and fixtures now is modest relative to the long-term benefit to residents and trail users alike. Leaving the corridor dark from day one creates avoidable risk on both sides.”

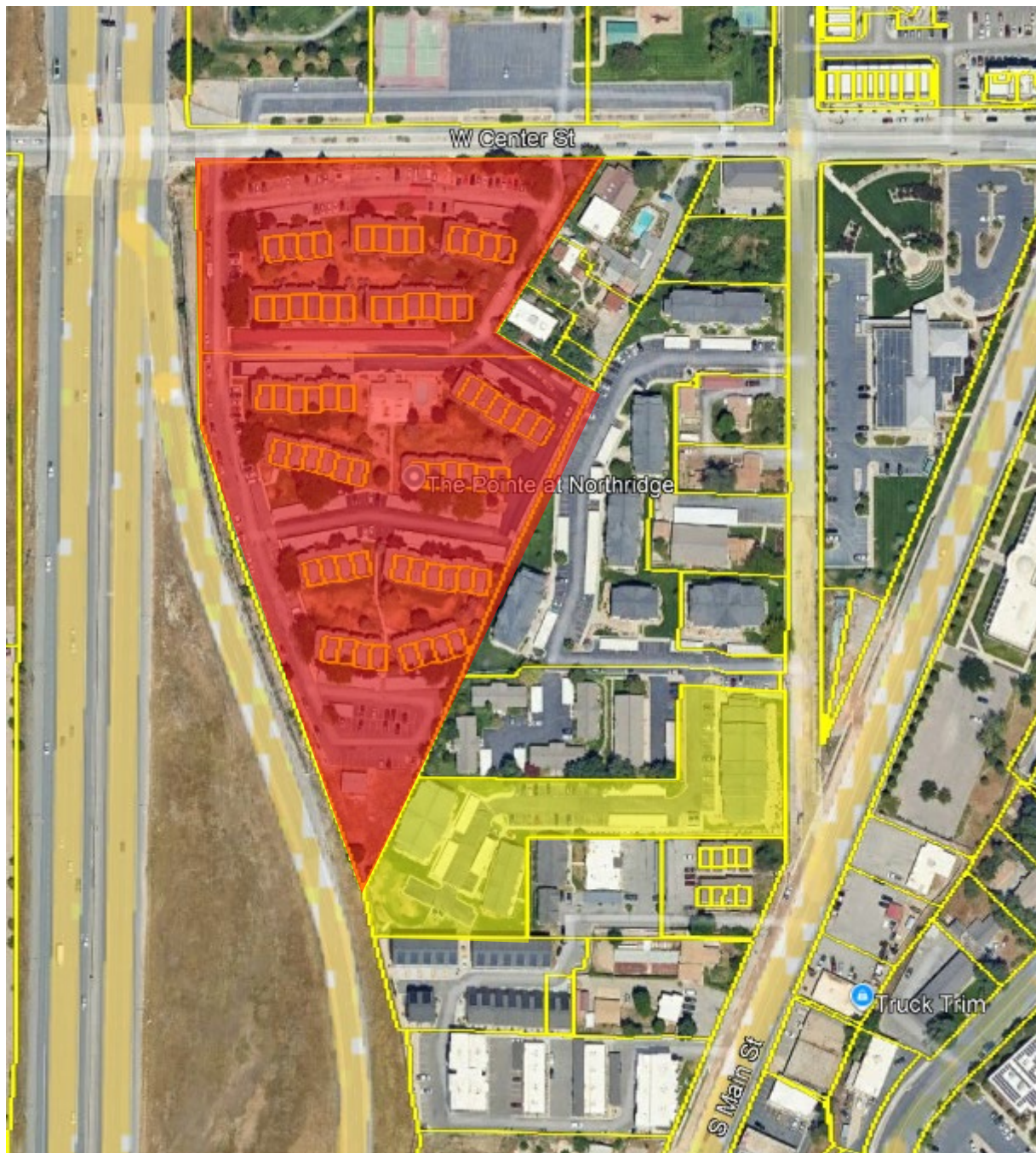
The trail installation will include the conduit for future lighting if it is determined in the future it is necessary and when/if budget has been allocated. If the City Council prefers to install lighting at this time, it would require a budget amendment.

PROPOSED MOTION

I move that the City Council approve Resolution 2026-37R: A Resolution Approving a Real Estate Purchase Agreement for a Trail Easement Located at Approximately 55 West Center Street.

ATTACHMENTS

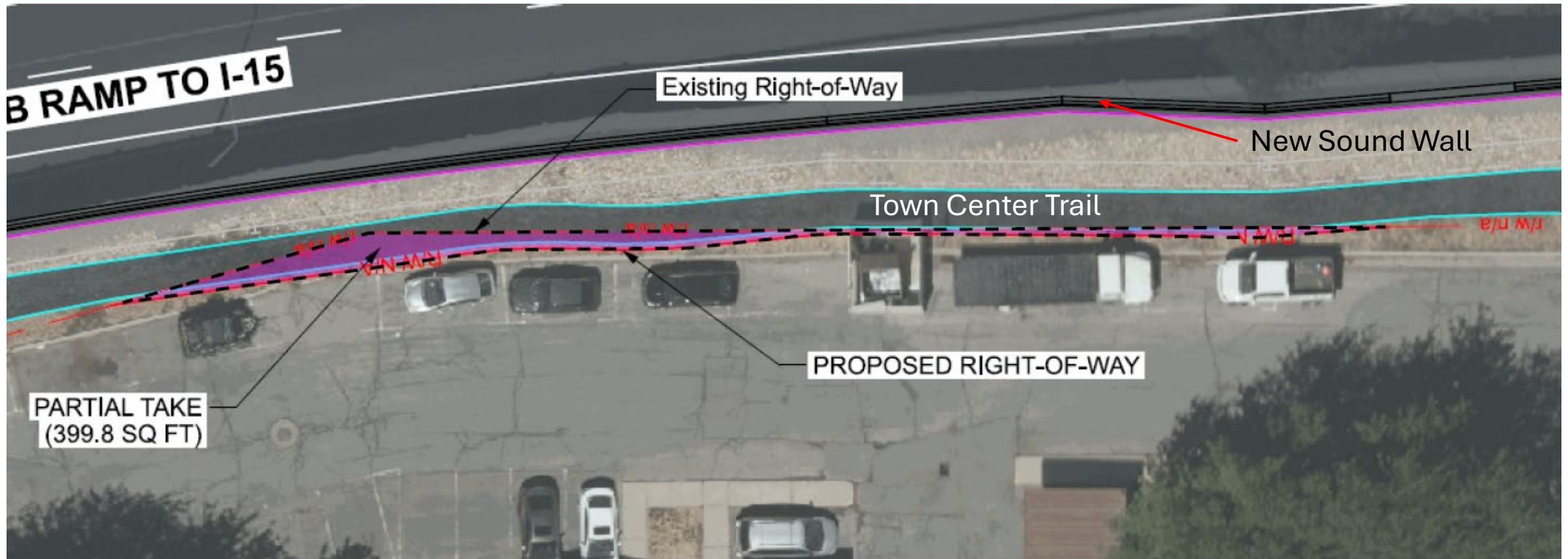
- 1) Location Map
- 2) RES 2026-37R
- 3) Draft AGR 2026-28A Real Estate Purchase Agreement



- Point at Northridge Apartments
- Ridgeview Apartments

Point at Northridge

399.8 sq. ft.



RESOLUTION 2026-37R

**A RESOLUTION OF THE GOVERNING BODY OF THE
CITY OF NORTH SALT LAKE APPROVING A REAL
ESTATE PURCHASE AGREEMENT FOR A TRAIL
EASEMENT ON PROPERTY LOCATED AT
55 WEST CENTER STREET**

WHEREAS, the City of North Salt Lake has adopted in its Active Transportation Plan and Town Center Master Plan a trail system in the Town Center; and

WHEREAS, the City has not yet acquired an easement at 55 West Center Street, but has endeavored to do so in order to complete the planned Town Center I-15 Trail project; and

WHEREAS, the City has been awarded funds through the Utah Department of Transportation (UDOT) Transportation Investment Funds (TIF) program for construction of the trail; and

WHEREAS, UDOT is expanding I-15 in the location of the Town Center I-15 Trail and has agreed to construct the trail along with their freeway expansion work; and

WHEREAS, the Governing Body of the City of North Salt Lake finds that the proposed purchase of a trail easement on the subject property is in the public's best interest and provides an enhanced quality of life and improvement to the collective health and general welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Salt Lake that attached Real Estate Purchase Agreement (Exhibit A) for the acquisition of property located at approximately 55 West Center Street is hereby approved.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 18th day of August, 2026.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS

Mayor

ATTEST:

City Council Vote as Recorded:

WENDY PAGE

City Recorder

Council Member Clayton _____

Council Member Jackson _____

Council Member Knowlton _____

Council Member Smoot _____

Council Member Van Langeveld _____

REAL ESTATE PURCHASE AGREEMENT

AGR 2026-28A

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of the ____ day of _____ 2026, by and between Association of Unit Owners of North Park Village Condominium, as Seller, and The City of North Salt Lake, a Utah Municipal Corporation, as Buyer.

1. Purchase and Sale of Easement. Buyer hereby agrees to purchase and Seller hereby agrees to sell a public trail easement over that certain improved real property located generally at 55 West Center Street, consisting of approximately 0.009 acres of property in North Salt Lake, Utah, as more particularly described in Exhibit "A" attached hereto (the "Easement"), on the terms and conditions set forth in this Agreement.

2. Purchase Price. The Purchase Price for the Easement is \$21,945.00 all of which shall be paid prior to recording.

3. Additional Consideration.

Buyer agrees to reimburse Seller for any reasonable legal review fees incurred from this transaction, up to \$5,000, upon delivery of related invoices, after recording.

Construction of the trail will include the modification of trash enclosure and concrete pad to be outside the right of way, replacement of the rear curb of the enclosure, and installation/repair of the fencing around the enclosure.

Seller agrees to sign trail easement document to be recorded by Buyer at the Davis County Recorder's office immediately after transfer of purchase funds.

4. Non-Contingent Transaction. Except as otherwise specifically set forth in this Agreement, the purchase of the Easement by Buyer is not conditioned or contingent upon Buyer's approval of any inspection, test or evaluation of the property, any appraisal or other report concerning the property, any governmental approval relating to the property, or any act or event under the control of any third party.

5. Closing and Closing Costs. This transaction shall be closed on **August 20, 2026** (the "Closing" or the "Closing Date"). Closing shall occur when: Buyer and Seller have signed and delivered to each other all documents required by this Agreement; the monies required to be paid under this Agreement have been delivered in the form of wire transfer; and all required documents have been recorded. Buyer shall pay such other closing costs, such as recording fees, as is customary in Davis County, Utah, for real estate transactions.

6. Representations and Warranties.

(a) Seller hereby represents and warrant, as follows:

- (i) Seller has full power and authority to execute and deliver this Agreement and to sell the Easement to Buyer on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Seller have full power and authority to bind Seller to the terms of this Agreement.

(b) Buyer represents and warrants that Buyer has full power and authority to execute and deliver this Agreement and to purchase the Easement from Seller on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Buyer have full power and authority to bind Buyer to the terms of this Agreement.

7. Unavoidable Delay; Time is of the Essence. In the event that this sale cannot be closed by the Closing Date, or any act performed within the time period provided herein, solely due to the interruption of transport, strikes, fire, flood, extreme weather, government regulations, acts of God, or similar occurrences beyond the control of Buyer and Seller, then the Closing Date or such other time period provided herein shall be extended beyond the cessation of such condition, but in no event by more than three (3) days of such cessation. Thereafter, time is of the essence. Other than as stated in this paragraph, all extensions of time must be agreed to in writing by the parties.

8. Possession. Seller shall deliver possession of the Easement immediately upon recording, but no later than August 21, 2026 unless otherwise specifically agreed in writing.

9. Right of Entry. Buyer shall have the right to enter and inspect the property, prior to the closing, only by appointment and agreement with the Seller.

10. Complete Agreement - No Oral Agreements. This Agreement constitutes the complete and entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreement between the parties. There are no oral agreements which modify or affect this Agreement. This Agreement cannot be changed, altered, modified or amended except by mutual written agreement of the parties.

11. Agreement Not Assignable By Buyer. Buyer shall have no right to assign its rights or duties under this Agreement without the prior written consent of Seller first had and obtained. Any attempted assignment by Buyer shall render this Agreement void.

12. No Brokerage. Neither Buyer nor Seller are represented by a real estate broker in this transaction and each party agrees to indemnify and hold harmless the other from any claims, cost and expense, including attorney's fees, made through such party against the other for a real estate brokerage commission or other fee related to this transaction.

13. Notices. All notices under this Agreement shall either hand delivered or be sent by certified mail, return receipt requested, addressed as follows:

If to Buyer: City Manager
City of North Salt Lake
10 East Center Street
North Salt Lake, Utah 84054

If to Seller: Association of Unit Owners of North Park Village Condominium
121 South 350 East
North Salt Lake, Utah 84054

14. Default: Attorney's Fees. Both parties agree that should either party default in any of the covenants and agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing or terminating this Agreement, or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah without regard to its conflicts of laws provisions.

16. Survival. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement shall survive the Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant to this Agreement.

Executed by Buyer and Seller as of the date first above written.

Seller

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me
[Seller representative], the signer(s) of this instrument, who duly acknowledged to me
that they executed the same.

NOTARY PUBLIC

CITY OF NORTH SALT LAKE

BY ITS MANAGER

Attest:

CITY RECORDER

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me Ken
Leetham, the Manager of the City of North Salt Lake, and Wendy Page, the City
Recorder, the signers of the within instrument, who duly acknowledged to me that they
executed the same.

NOTARY PUBLIC

EXHIBIT "A"

Davis County Serial Number: 01-238-0337

Legal Description:

A parcel of land, being a part of the common area of North Park Village Condominium according to the official plat thereof recorded September 23, 1998, as Entry No. 1442209 in Book 2360 at Page 2355, in the office of the Davis County Recorder, situate in the NE1/4 NE1/4 of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a westerly corner of said Condominium Subdivision, which point is 1234.51 feet S.89°56'00"W. along the section line and 20.00 feet S.00°04'00"E. and 368.96 feet S.00°29'12"E. from the Northeast corner of said Section 11; and running thence N.00°29'12"W. 162.00 feet along the westerly boundary line of said Condominium Subdivision; thence S.05°02'15"E. 12.82 feet to a point of curvature of a curve to the right with a radius of 122.00 feet; thence southerly along said curve with an arc length of 11.37 feet, chord bears S.02°21'59"E. 11.37 feet; thence S.00°18'16"W. 58.41 feet to a point of curvature of a curve to the left with a radius of 108.00 feet; thence southerly along said curve with an arc length of 11.12 feet, chord bears S.02°38'44"E. 11.12 feet; thence S.05°35'44"E. 16.53 feet to a point of curvature of a curve to the right with a radius of 122.00 feet; thence southerly along said curve with an arc length of 16.18 feet, chord bears S.01°47'45"E. 16.17 feet; thence S.02°00'14"W. 2.68 feet to a point of curvature of a curve to the left with a radius of 108.00 feet; thence southerly along said curve with an arc length of 19.66 feet, chord bears S.03°12'42"E. 19.64 feet; thence S.08°25'28"E. 54.72 feet to said westerly boundary line; thence N.15°52'11"W. 42.30 feet along said westerly boundary line to the point of beginning.

The above described parcel of land contains 400 square feet in area or 0.009 acre.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ali Avery, Long Range Planner

DATE: August 18, 2026

SUBJECT: Consideration of Resolution 2026-38R: A Resolution Approving a Real Estate Purchase Agreement for a Trail Easement Located at Approximately 110 South Main Street.

RECOMMENDATION

I recommend approval of Resolution 2026-38R: A Resolution Approving a Real Estate Purchase Agreement for a Trail Easement Located at Approximately 110 South Main Street.

BACKGROUND

The City was awarded a UDOT grant to install the Town Center I-15 Trail from Hatch Park to the trail connection to be built at Williamsburg Apartments connecting to the Highway 89 trail at Eagleridge Drive. UDOT has agreed to use the grant funds to install the trail with the I-15 expansion. The trail will be constructed mostly within the UDOT Right of Way presently owned. A right of way easement is necessary in a small area on the property located at approximately 110 South Main Street. The proposed easement is approximately 236 sq. ft.

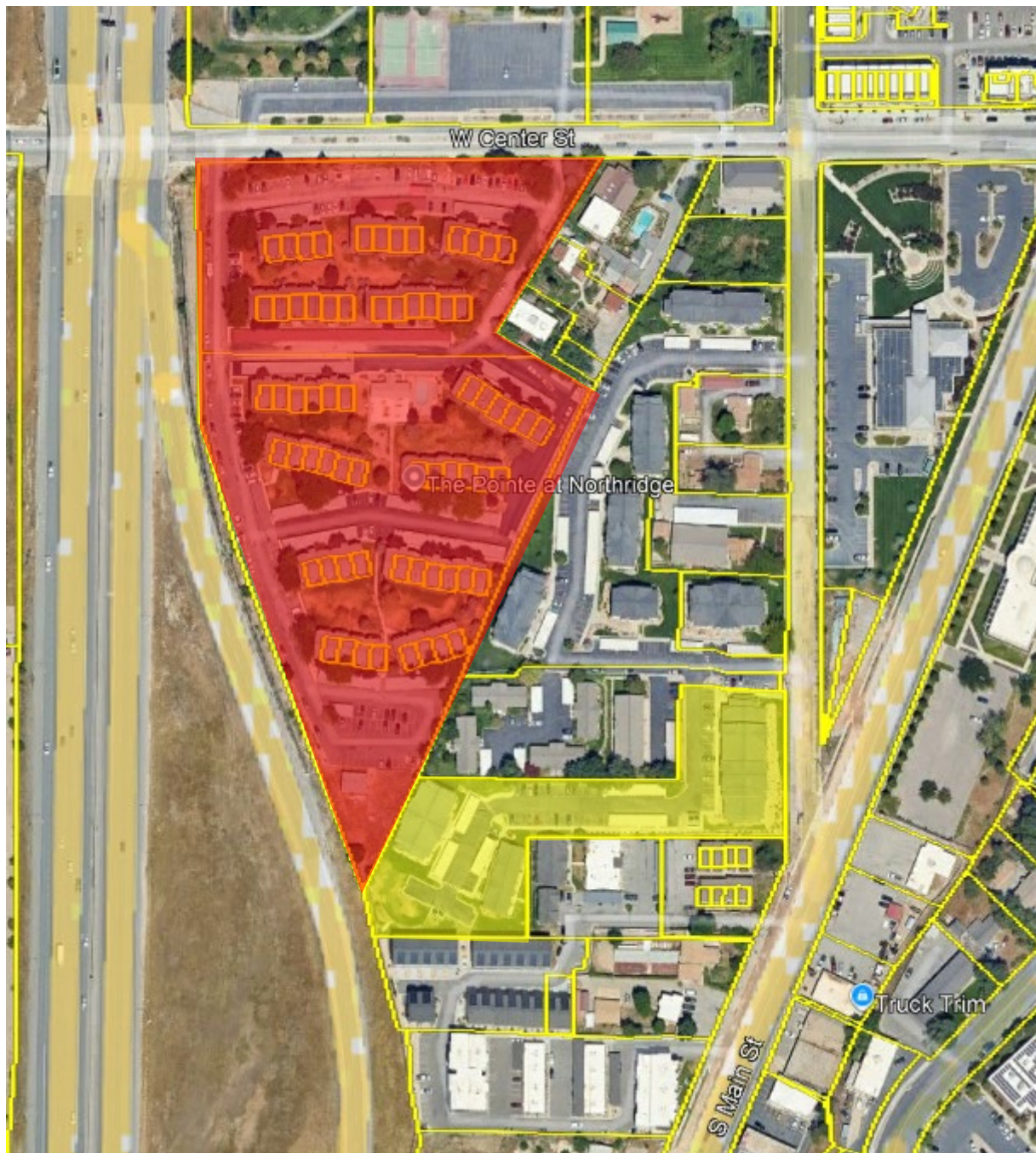
Staff has been in negotiations with the property owners for the Ridgeview Apartments. The property owner has agreed to the purchase price of \$22,000, which includes their reasonable legal fees. The purchase agreement states that the City agrees to relocate the existing fence to the new right of way line and repair any landscaping and sprinkling damaged during construction. Additionally, the City shall install a gate for the residents of the apartments to access the trail.

PROPOSED MOTION

I move that the City Council approve Resolution 2026-38R: A Resolution Approving a Real Estate Purchase Agreement for a Trail Easement Located at Approximately 110 South Main Street.

ATTACHMENTS

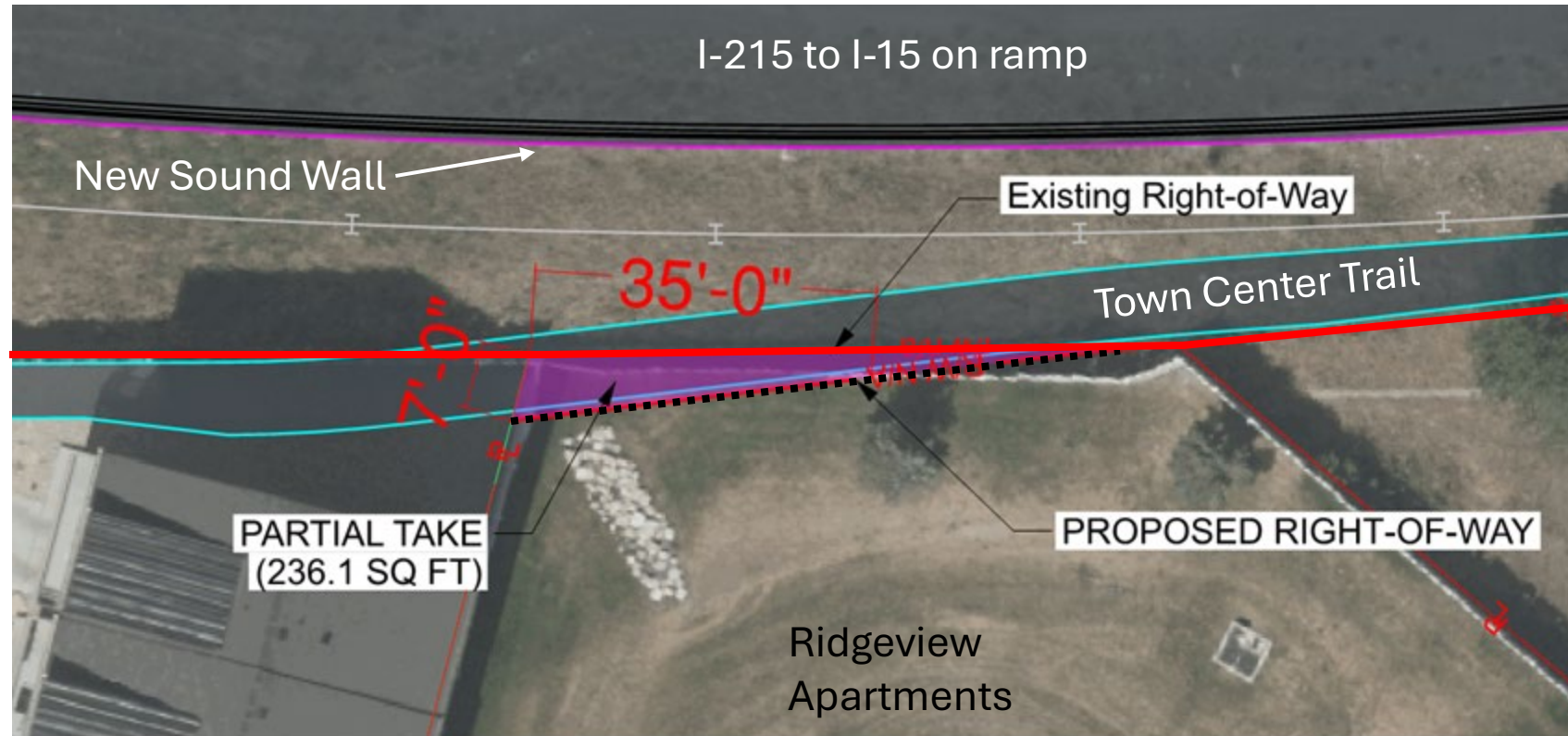
- 1) Location Map
- 2) RES 2026-38R
- 3) Draft AGR 2026-29A Real Estate Purchase Agreement



- Point at Northridge Apartments
- Ridgeview Apartments

Ridgeview Apartments

236.1 sq. ft.



North



RESOLUTION 2026-38R

**A RESOLUTION OF THE GOVERNING BODY OF THE
CITY OF NORTH SALT LAKE APPROVING A REAL
ESTATE PURCHASE AGREEMENT FOR A TRAIL
EASEMENT ON PROPERTY LOCATED AT
110 SOUTH MAIN STREET**

WHEREAS, the City of North Salt Lake has adopted in its Active Transportation Plan and Town Center Master Plan a trail system in the Town Center; and

WHEREAS, the City has not yet acquired an easement at 110 South Main Street, but has endeavored to do so in order to complete the planned Town Center I-15 Trail project; and

WHEREAS, the City has been awarded funds through the Utah Department of Transportation (UDOT) Transportation Investment Funds (TIF) program for construction of the trail; and

WHEREAS, UDOT is expanding I-15 in the location of the Town Center I-15 Trail and has agreed to construct the trail along with their freeway expansion work; and

WHEREAS, the Governing Body of the City of North Salt Lake finds that the proposed purchase of a trail easement on the subject property is in the public's best interest and provides an enhanced quality of life and improvement to the collective health and general welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Salt Lake that attached Real Estate Purchase Agreement (Exhibit A) for the acquisition of property located at approximately 110 South Main Street is hereby approved.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 18th day of August, 2026.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS

Mayor

ATTEST:

City Council Vote as Recorded:

WENDY PAGE

City Recorder

Council Member Clayton _____

Council Member Jackson _____

Council Member Knowlton _____

Council Member Smoot _____

Council Member Van Langeveld _____

REAL ESTATE PURCHASE AGREEMENT

AGR 2026-29A

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of the ____ day of _____ 2026, by and between Ridgeview BB LLC - Etal, as Seller, and The City of North Salt Lake, a Utah Municipal Corporation, as Buyer.

1. Purchase and Sale of Easement. Buyer hereby agrees to purchase and Seller hereby agrees to sell a public trail easement over that certain improved real property located generally at 110 S Main St, consisting of approximately 0.005 acres of property in North Salt Lake, Utah, as more particularly described in Exhibit "A" attached hereto (the "Easement"), on the terms and conditions set forth in this Agreement.

2. Purchase Price. The Purchase Price for the Easement is \$22,000.00 all of which shall be paid prior to recording.

3. Additional Consideration.

Buyer agrees to relocate the existing fence to the new right of way line and repair any landscaping and sprinkling damaged during construction. Additionally, Buyer shall install a gate for the residents of the apartments to access the trail. All improvements shall be made at the sole cost of the Buyer.

Seller agrees to sign trail easement document to be recorded by Buyer at the Davis County Recorder's office immediately after transfer of purchase funds.

4. Non-Contingent Transaction. Except as otherwise specifically set forth in this Agreement, the purchase of the Easement by Buyer is not conditioned or contingent upon Buyer's approval of any inspection, test or evaluation of the property, any appraisal or other report concerning the property, any governmental approval relating to the property, or any act or event under the control of any third party.

5. Closing and Closing Costs. This transaction shall be closed on **August 20, 2026** (the "Closing" or the "Closing Date"). Closing shall occur when: Buyer and Seller have signed and delivered to each other all documents required by this Agreement; the monies required to be paid under this Agreement have been delivered in the form of wire transfer; and all required documents have been recorded. Buyer shall pay such other closing costs, such as recording fees, as is customary in Davis County, Utah, for real estate transactions.

6. Representations and Warranties.

(a) Seller hereby represents and warrant, as follows:

(i) Seller has full power and authority to execute and deliver this Agreement and to sell the Easement to Buyer on the terms and conditions set forth

herein. The person or persons signing this Agreement on behalf of Seller have full power and authority to bind Seller to the terms of this Agreement.

(b) Buyer represents and warrants that Buyer has full power and authority to execute and deliver this Agreement and to purchase the Easement from Seller on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Buyer have full power and authority to bind Buyer to the terms of this Agreement.

7. Unavoidable Delay; Time is of the Essence. In the event that this sale cannot be closed by the Closing Date, or any act performed within the time period provided herein, solely due to the interruption of transport, strikes, fire, flood, extreme weather, government regulations, acts of God, or similar occurrences beyond the control of Buyer and Seller, then the Closing Date or such other time period provided herein shall be extended beyond the cessation of such condition, but in no event by more than three (3) days of such cessation. Thereafter, time is of the essence. Other than as stated in this paragraph, all extensions of time must be agreed to in writing by the parties.

8. Possession. Seller shall deliver possession of the Easement immediately upon recording, but no later than August 21, 2026 unless otherwise specifically agreed in writing.

9. Right of Entry. Buyer shall have the right to enter and inspect the property, prior to the closing, only by appointment and agreement with the Seller.

10. Complete Agreement - No Oral Agreements. This Agreement constitutes the complete and entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreement between the parties. There are no oral agreements which modify or affect this Agreement. This Agreement cannot be changed, altered, modified or amended except by mutual written agreement of the parties.

11. Agreement Not Assignable By Buyer. Buyer shall have no right to assign its rights or duties under this Agreement without the prior written consent of Seller first had and obtained. Any attempted assignment by Buyer shall render this Agreement void.

12. No Brokerage. Neither Buyer nor Seller are represented by a real estate broker in this transaction and each party agrees to indemnify and hold harmless the other from any claims, cost and expense, including attorney's fees, made through such party against the other for a real estate brokerage commission or other fee related to this transaction.

13. Notices. All notices under this Agreement shall either hand delivered or be sent by certified mail, return receipt requested, addressed as follows:

If to Buyer: City Manager
City of North Salt Lake
10 East Center Street
North Salt Lake, Utah 84054

If to Seller: Ridgeview BB LLC – Etal
C/O Spokane Chiefs
700 West Mallon Avenue
Spokane WA 99201

14. Default: Attorney's Fees. Both parties agree that should either party default in any of the covenants and agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing or terminating this Agreement, or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah without regard to its conflicts o flaws provisions.

16. Survival. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement shall survive the Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant to this Agreement.

Executed by Buyer and Seller as of the date first above written.

Seller

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me
[Seller representative], the signer(s) of this instrument, who duly acknowledged to me
that they executed the same.

NOTARY PUBLIC

CITY OF NORTH SALT LAKE

BY ITS MANAGER

Attest:

CITY RECORDER

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2026, personally appeared before me Ken
Leetham, the Manager of the City of North Salt Lake, and Wendy Page, the City
Recorder, the signers of the within instrument, who duly acknowledged to me that they
executed the same.

NOTARY PUBLIC

EXHIBIT "A"

Davis County Serial Number: 01-104-0116

Legal Description:

A parcel of land, being part of an entire tract of property, situated in the NE1/4 NE1/4 of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said entire tract, which point is 401.89 feet N.89°49'55"W. along the Section line and 984.54 feet S.00°05'45"E. and 359.40 feet West and 143.67 feet South and 219.53 feet West from the Northeast corner of said Section 11; and running thence N.15°33'37"W. 66.75 feet along the westerly boundary line of said entire tract to a point of curvature of a non-tangent curve to the left with a radius of 491.00 feet; thence southerly along said curve with an arc length of 12.78 feet, chord bears S.20°57'06"E. 12.78 feet; thence S.21°41'50"E. 56.37 feet to the southerly boundary line of said entire tract; thence West 7.50 feet along said southerly boundary line to the point of beginning.

The above described parcel of land contains 236 square feet in area or 0.005 acre.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Karyn Baxter, City Engineer

DATE: August 18, 2026

SUBJECT: Consideration of Resolution 2026-39R: A resolution approving a franchise agreement with Rocky Mountain Power

RECOMMENDATION

Staff recommends approval of the attached resolution which approves the continuing franchise agreement and general utility easement with Rocky Mountain Power.

BACKGROUND

The City and Rocky Mountain Power (RMP) have an existing franchise agreement which expired in April 2026. This item is a renewal of the franchise agreement for another 5-year term. The proposed agreement is substantially consistent to the previous agreement, with the following changes: 1) the business address for Rocky Mountain Power, and 2) minor updates to the language regarding vegetation management. The term of the proposed agreement is five (5) years.

Also, rather than approving the franchise through an ordinance, the proposed agreement will be approved by resolution and executed by the City and Rocky Mountain Power as a contract between the parties. The agreement updates the amendment provision so that future amendments may be approved by City Council resolution and executed by the parties.

POSSIBLE MOTION

I move that the City Council approve Resolution 2026-39R: A resolution approving a franchise agreement and general utility easement with Rocky Mountain Power.

Attachments:

- 1) Resolution 2026-39R
- 2) Franchise Agreement with Rocky Mountain Power (2026-32A)

RESOLUTION 2026-39R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE APPROVING A FRANCHISE AGREEMENT AND GENERAL UTILITY EASEMENT WITH ROCKY MOUNTAIN POWER

WHEREAS, Rocky Mountain Power is a regulated public utility that provides electric power and energy to the citizens of the City of North Salt Lake (the “City”) and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21, has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

WHEREAS, the City and Rocky Mountain Power have an existing franchise agreement that expired in April 2026, and the parties desire to enter into a renewed five-year franchise agreement;

WHEREAS, the City Council has reviewed the proposed Franchise Agreement and finds that approval of the agreement is in the best interest of the City and its residents.

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

Section 1. Approval of Franchise Agreement. The City Council hereby approves the “Franchise Agreement and General Utility Easement” between the City of North Salt Lake and Rocky Mountain Power, attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Authorization to Execute. The Mayor is hereby authorized and directed to execute the Franchise Agreement on behalf of the City.

Section 3. Term. The Franchise Agreement shall provide for a term of five (5) years commencing on the date of acceptance and execution by Rocky Mountain Power, as provided in the Franchise Agreement.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption by the City Council.

APPROVED AND ADOPTED by the City Council of North Salt Lake this 18th day of August, 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

FRANCHISE AGREEMENT AND GENERAL UTILITY EASEMENT

FRANCHISE AGREEMENT AND GENERAL UTILITY EASEMENT
BETWEEN
CITY OF NORTH SALT LAKE, UTAH
AND
ROCKY MOUNTAIN POWER

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 East Center Street, North Salt Lake, Utah, 84054, and Rocky Mountain Power with its principal offices at 1407 West North Temple, Room 320, Salt Lake City, UT 84116.

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or other spaces not associated with City-owned rights-of-way (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for five (5) years commencing on the date of acceptance and execution by Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of a Resolution and execution of this Agreement by the City, Rocky Mountain Power shall execute and file an unqualified written acceptance thereof, with the City Recorder otherwise this Agreement and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power’s Electric Facilities or Rocky Mountain Power’s rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provisions herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own

conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric 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, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
1569 West North Temple
Salt Lake City, Utah 84116

SECTION 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches, limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Distribution or Transmission Electrical Facilities. Such work shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing. Trees planted in the Public Ways under or near existing Rocky Mountain Power's Distribution or Transmission Electrical Facilities should not interfere with such Electrical Facilities at the tree's full maturity height. For guidance on tree species

selection, see Rocky Mountain Power's planting guidelines:
www.Rockymountainpower.net/trees.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally approved by the City Council by resolution and executed in writing by the parties.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Regional Business Management Director, Rocky Mountain Power, 852 East 1400 North, Shelley, Idaho, 83274, and such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common 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 hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement and General Utility Easement as of the dates set forth below.

CITY OF NORTH SALT LAKE, UTAH

ROCKY MOUNTAIN POWER

Brian J. Horrocks, Mayor

Date: _____

Authorized Representative

Date: _____

ATTEST:

City Recorder

Date: _____

1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 CITY HALL-10 EAST CENTER STREET, NORTH SALT LAKE
4 AUGUST 4, 2026
5

6 **DRAFT**
7

8 This meeting was preceded by the Local Building Authority meeting.
9

10 Mayor Horrocks welcomed those present at 6:18 p.m.
11

12 PRESENT: Mayor Brian Horrocks
13 Councilmember Tammy Clayton
14 Councilmember Suzette Jackson
15 Councilmember Heidi Smoot
16 Councilmember Alisa Van Langeveld
17

18 EXCUSED: Councilmember Ted Knowlton
19

20 STAFF PRESENT: Ken Leetham, City Manager; David Frandsen, Assistant City Manager; Heidi
21 Voordeckers, Finance Director; Jon Rueckert, Public Works Director; Sherrie Pace, Community
22 Development Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Todd Godfrey,
23 City Attorney; Wendy Page, City Recorder.
24

25 OTHERS PRESENT: Dee Lalliss, Barry Bryson, Samuel Beebe, Zoram Beebe, Ryan Holbrook,
26 Thomas Appiah, residents; Jeanette Harris, Mark Anderson, Zions Public Finance.
27

28 1. PRESENTATION OF POSSIBLE BOND REFUNDING OPTIONS FOR EXISTING
29 BONDS
30

31 Ken Leetham reported that in 2022 the City borrowed \$17 million for the reconstruction of
32 Hatch Park. He commented that at that time interest rates had just increased so the debt was
33 quickly issued with the intent to refinance at a lower interest rate in the future. He continued that
34 while interest rates had not declined substantially that staff and Zions Public Finance had
35 determined it was the right time to refinance. He asked for direction from the City Council as
36 there were several steps, including the adoption of resolutions, that would need to occur prior to
37 refinancing.
38

39 Mr. Leetham introduced Mark Anderson and Jeanette Harris with Zions Public Finance. He
40 noted that they had been advising the City for a number of years.

Mark Anderson, Zions Public Finance, shared a presentation which included the purposes of refinancing including economic savings by paying off the existing debt with a lower interest rate for reduced annual payments. He explained that in municipal bonding there was also protected bonds in which refinancing was prohibited for a period of time. He said the bonds for the Wetlands Park and the Golf Course were protected but had a 1.9% interest rate so refinancing those bonds were unlikely. He continued that the Hatch Park bond was placed with the Bank of Utah and did not have call protection so refinancing was available without restrictions.

Mr. Anderson reviewed the Hatch Park bond transaction which occurred in December 2022. He said the City issued \$16.692 million in tax exempt bonds to fund the development of the Park. He noted that the bonds had a 25 year term with a true interest cost of 4.82% with annual payments of \$1,137,000 per year. He shared that a rule for refinancing was a net present value (NPV) savings of 3% after all costs of issuing the bonds that equal or exceed 3% of the principal amount to be refunded.

Mark Anderson compared the difference in continuing with the existing bond until maturity in 2047 or refinancing now. He noted that the current interest cost was 4.923% and said the reason the rate was higher now was due to each bond maturity having a separate interest rate that increased each year until bond maturity. He shared the estimated bond refunding option summary if the City refinanced based on August 3rd rates:

True interest cost	4.128%
NPV savings	\$981,410.72
Average annual payment	\$1,068,693.90
Total principal interest	\$22,442,571.94
Total cash savings	\$1,445,004.06
Annual payment savings	\$68,809.72

Mark Anderson then reviewed the steps for the 60 day public refunding process including the adoption of a bond resolution by the Council, preparation and approval of draft Preliminary Official Statement, a bond rating presentation, bond rating received, posting of Preliminary Official Statement with bond rating, competitive bond sale, drafting of bond documents by bond counsel, and the closing of bonds. He added that if interest rates became less favorable the City could stop the process at any time.

Councilmember Jackson commented that the current bond did not have a ten year call and asked if the new bond would also have that option. Mark Anderson replied not in a public market. He said the bond could possibly be shortened by a year or two but would result in a higher interest

79 cost. He explained that investors would be willing to accept a lower interest rate for a longer
80 period.

81
82 Councilmember Jackson mentioned that with private loans if interest rates dropped within a
83 certain period of time from the refinance that the loan could be recast to those rates. Mark
84 Anderson replied this was generally not possible in the public market unless you had a large
85 amount of bonds.

86
87 Councilmember Jackson asked about locking in the current rate or if the City would have to take
88 whatever rate was available at the end of the 60 day process. Mark Anderson responded that the
89 only way to lock in the rate was through the bond pricing. He explained that the rating
90 presentation, receiving the rating back and posting the official statement was a 30 day process by
91 itself. He continued that if the City had the bond rating in hand and published that then it would
92 be two weeks from being able to lock in interest rates on the bonds. He noted that the bond rating
93 was then good for six months.

94
95 Councilmember Jackson commented that with a bond of this size that even a fraction of a
96 percentage would make a significant difference. She asked about rate fluctuation in the public
97 market. Mark Anderson said that in the last few days he had seen downward trends of one and
98 two basis points. He noted that rates and movement varied based on factors like the maturity of
99 the bond, what investors were interested in, and activity in the Iran war.

100
101 Councilmember Jackson also asked about market predictions. Mark Anderson commented that
102 the Federal Reserve met last week and there was no change in the overnight lending rate. He said
103 that really only affected the front end of the yield curve for short term investments and said
104 treasuries had more affect on long term investments. He added that the market anticipated a 60
105 percent likelihood that rates would increase a quarter of a percent at the September Federal
106 Reserve meeting.

107
108 Councilmember Van Langeveld clarified that the bond pricing to lock in the rate would occur in
109 approximately 30 days. She asked if the parameters resolution would include interest rate
110 thresholds. Mark Anderson replied that it would take longer than that and said the first step was
111 to have the Council adopt a parameters resolution followed by drafting the official statement to
112 then seek a bond rating. He explained that the parameters resolution would include the maximum
113 years the bond would be issued for, the maximum interest rates, the maximum discount at which
114 the bond would be sold, and the maximum par amount.

115
116 Councilmember Van Langeveld asked what the interest rate threshold would be and at what point
117 it would no longer be advantageous for the City to refinance. Mark Anderson said it was based

on the City's preference as to what would be an acceptable amount of savings. He said the ability to call the bonds also had value and to not discard this without thought.

Councilmember Van Langeveld noted the volatility in the last year related to interest rates and that there would be additional information in November, related to the mid-term elections, that might change what interest rates looked like.

Councilmember Smoot mentioned that the total cash savings of \$1.4 million was over the life of the bond or approximately \$70,000 per year until 2047. She asked about the cost to go through the refunding process including closing costs or similar. Mark Anderson replied the estimated cost of the issuance for bond council, Zion's services, trustees, and the rating agency was \$115,000. He added there was also an underwriting fee that varied from \$2-\$8 a bond. He noted that the goal was to look for the lowest combination of interest rates and underwriting fees being offered. He said that the \$1.4 million was the cash savings over the life of the loan and the net present value (NPV) was \$981,000 in today's dollars.

Councilmember Jackson commented if the City obtained the 4.128% rate that it would take two years of savings to pay off the costs that were mentioned. Mark Anderson replied that the savings were calculated after paying the cost of issuance.

Councilmember Jackson then asked if there were other reasons to pursue this refinance beyond lower rates right now. She mentioned that having the lack of a call restriction was valuable and potential rate drops in several years. Ken Leetham replied that staff reviewed refinancing the bond and asked these same questions. He continued that they had observed instances where the City could have saved more and found the trend was going in the wrong direction each year the bond was not refunded. He said the opportunities to recoup those funds decreased each year.

Ken Leetham added that reducing the annual payment had some benefits today even if it was less than one year ago. He also anticipated that the interest rate and savings would be more if the City did a refunding now than it would be if the City waited two or three years. He said it would not be the wrong decision to refund the bond now or to pass on it. He commented on the statement that things may be different at the end of the year, stating it was possible to go through the 60 day process incurring some costs and decide later if the City should proceed or not at that point.

Mayor Horrocks asked if interest rates jumped dramatically if the City would still pay the preparation fees. Mark Anderson replied that the parameters resolution and bond council allowed for one year before the bonds were issued. He continued that there was no cost to adopt a parameters resolution. He recommended if the City Council wanted to consider refunding the bond that they should move forward with adopting the parameters resolution.

157 Mayor Horrocks commented that there was a feeling of being too late if the City Council waited
158 until the next meeting to adopt the resolution. Mark Anderson said the process could be
159 accelerated with quicker efforts through Zions, the bond council, and City staff. He confirmed
160 that the parameters resolution could be reviewed at the next City Council meeting in two weeks.

161
162 Councilmember Van Langeveld was in support of refunding and said the decision was the timing
163 for the interest rate and not whether to do it. Councilmember Jackson was in agreement.

164
165 Councilmember Jackson asked what was needed to move forward. Ken Leetham replied that
166 staff would plan for a parameters resolution at the next City Council meeting in two weeks.

167
168 2. ADJOURN
169

170 Mayor Horrocks adjourned the meeting at 6:56 p.m. to begin the regular session.
171

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
CITY HALL-10 EAST CENTER STREET, NORTH SALT LAKE
AUGUST 4, 2026

DRAFT

Mayor Horrocks welcomed those present at 7:09 p.m. Zoram Beebe provided an invocation and Suzette Jackson led those present in the Pledge of Allegiance.

PRESENT: Mayor Brian Horrocks
Councilmember Tammy Clayton
Councilmember Suzette Jackson
Councilmember Heidi Smoot
Councilmember Alisa Van Langeveld

EXCUSED: Councilmember Ted Knowlton

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; Craig Black, Police Chief; Karyn Baxter, City Engineer; Todd Godfrey, City Attorney; Wendy Page, City Recorder.

OTHERS PRESENT: Dee Lalliss, Barry Bryson, Samuel Beebe, Zoram Beebe, Ryan Holbrook, Thomas Appiah, residents.

1. CITIZEN COMMENT

Thomas Appiah, resident, shared that he had attended an international conference related to sister cities. He spoke on representatives from different countries proudly proclaiming their connections in different parts of the world. He noted that President Eisenhower had established Sister Cities International in 1956 to allow communities to be friends and exchange culture, ideas, and thoughts.

An anonymous individual commented that three months ago he had presented a statement to the Council addressing the use of automated license plate reader cameras (ALPRs) and said they violated privacy and civil rights of everyone who lived or entered into the City. He continued that the City has taken no action on this despite the information provided related to the potential for theft and abuse of ALPR data. He spoke on several large scale data hacks including,

Instructure Inc., which was a Utah based company and instances where ALPR data was used to wrongfully identify vehicles. He urged the City Council to consider the violation of individual civil rights when collecting/retaining ALPR data and to remove all ALPR cameras and cancel contracts with Flock, Motorola, etc.

Mayor Horrocks commented that everyone had some type of mobile device and that NSA (National Security Agency) would continue to monitor and were much more nefarious than the City's police department.

Councilmember Smoot mentioned reading an article about a woman who was unfairly charged because a camera took a picture of her license plate. She said the issue was that it placed the burden on the individual who was then financially responsible for legal bills as well as criminal liability. She continued that the burden was then in proving your innocence rather than presumed innocence until proven guilty. She was not in support of the cameras and asked to revisit this item.

Mayor Horrocks noted that in his 20 years on the City Council that every time there was an issue between the City and a resident the City worked to make the resident whole. He continued that the County, the State, and the federal government would continue to utilize cameras/technology.

Councilmember Smoot commented that the City would handle it well but spoke on the instances if the data was used to prosecute those outside of the City. Councilmember Van Langeveld was also in favor of addressing this as a future agenda item.

Councilmember Jackson requested information related to how many cameras, who was being monitored, how long the information was stored, where it was stored, and what was done with the information being given, etc.

Barry Bryson, resident, commented that he had noticed Elm Street was closed due to receiving a slurry seal and commented that it had been 15 years since Odell Lane had received a similar treatment. He said that while staff had informed him that Odell Lane was on the schedule for treatment in eight years that the current condition of the road was poor due to construction. He also mentioned the poor condition of Orchard Drive and how road maintenance was a basic city service that should be performed.

Ken Leetham commented that staff could follow up with Barry Bryson.

Councilmember Van Langeveld asked what was wrong with Odell Lane. Barry Bryson replied that it was falling apart with cracks. He said the road was torn up due to construction and Google

Fiber installed in the road and then just left as is. He also added that Odell Lane was unsafe due to the narrowness of the road and the need for improvement there.

2. CONSENT AGENDA ITEMS:

a. APPROVAL OF CITY COUNCIL MINUTES

The City Council minutes of July 21, 2026 were reviewed and approved as written.

b. APPROVAL OF RESOLUTION 2026-31R: A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY CITIES AND DAVIS COUNTY FOR UPDES GENERAL PERMIT

A resolution for an interlocal cooperation agreement between Davis County cities and Davis County for UPDES General Permit was approved.

c. APPROVAL OF RESOLUTION 2026-32R: A RESOLUTION APPROVING AN AMENDED WILDLAND URBAN INTERFACE MAP

Councilmember Jackson asked if this was the same map the City Council reviewed four weeks ago. Ken Leetham presented the original map and the new map, which was discussed a month ago.

Councilmember Jackson thanked staff for making the map as favorable to residents as possible.

Councilmember Smoot also thanked staff for the adjustment which was more logical. She asked about the inclusion of four homes on Eaglewood Loop, and adjacent to the golf course, into this WUI map. Ken Leetham clarified that the updated map did not include those properties and was the map that the resolution would adopt.

Councilmember Smoot added that the president, Kate Bradshaw, of the League of Cities and Towns had mentioned that cities would be allowed to adopt their own map but would have to apply to receive approval. Ken Leetham said the City had submitted this map with a cooperation agreement with the State with anticipated acceptance of the agreement unless otherwise notified.

Sherrie Pace added that the State statute was written so that any property that had a smooth score of four or less would not be included without approval from the State.

A resolution approving an amended Wildland Urban Interface map was approved.

- 289 d. APPROVAL OF RESOLUTION 2026-33R: A RESOLUTION DECLARING A
290 POLICE DEPARTMENT FIREARM AS SURPLUS PROPERTY AND
291 AUTHORIZING ITS TRANSFER OF OWNERSHIP TO AN OFFICER
292 RETIRING IN GOOD STANDING
293

294 A resolution declaring a police department firearm as surplus property and authorizing its
295 transfer of ownership was approved.
296

- 297 e. APPROVAL OF RESOLUTION 2026-34R: A RESOLUTION ACCEPTING
298 THE TRANSFER OF UDOT PROPERTY ON OVERLAND DRIVE TO THE
299 CITY OF NORTH SALT LAKE
300

301 Mayor Horrocks requested a review of the transfer of UDOT property on Overland Drive to the
302 City. Karyn Baxter replied that there had been previous transfers of property for Overland Drive.
303 She explained that this section was in between two parcels that the City had already accepted.
304 She said part of the UDOT widening had caused Overland Drive to be relocated slightly west
305 and as a result UDOT would rebuild the entire road. She clarified that the parcels directly south
306 and north had already been transferred to the City and that this property was the middle piece.
307

308 A resolution accepting of the transfer of UDOT property on Overland Drive to the City was
309 approved.
310

311 **Councilmember Van Langeveld moved to approve the consent agenda as presented in the**
312 **packet. Councilmember Jackson seconded the motion. The motion was approved by**
313 **Councilmembers Clayton, Jackson, Smoot, and Van Langeveld.** Councilmember Knowlton
314 was excused and not present for the vote.
315

316 3. UPDATE ON CONSIDERING ADDRESS CHANGES FOR VARIOUS PROPERTIES
317 WITHIN THE CITY
318

319 Sherrie Pace reported that the City Council had tasked staff with creating a committee to review
320 address changes in the annexation area and any addresses in the City with a Bountiful address.
321 She shared a map highlighting 350 residential and 15 business properties which currently utilized
322 a Bountiful address but were located within the municipal boundaries of the City. She continued
323 that the majority of these properties became part of the City during the 2022 annexation. She
324 proposed a nine member readdressing committee including one City Councilmember, the
325 Community Development Director, the Police Chief or designee, the Fire Chief or designee, the
326 Public Works Director or designee, two business owners from the area, and two neighborhood
327 representatives.

Ms. Pace suggested that staff would send out letters of interest for the community representatives who would then be appointed by the Mayor with consent from the Council. She shared the proposed scope of the committee:

- Estimated associated costs
- Develop public communications plan
- Identify potential impacts
- Create owner transition packets
 - How to change the address on your driver license, voter registration, etc.
- Recommendations to the Council
 - Street names
 - Reimbursement for expenses
 - Timeline for implementation

Ms. Pace then reviewed the proposed timeline:

Phase 1

- | | |
|---------|--|
| 8/4/26 | Work session review plan and direct staff |
| 8/24/26 | Deadline for letters of interest to serve on the committee |
| 9/1/26 | Approve resolution and appoint community representatives |
| | <ul style="list-style-type: none">• creating committee (limited duration)• define scope |

Phase 2

9/9/26 to 10/21/26 Committee meetings (every two weeks, four meetings total)

- Review address changes
- Review street name proposals
- Meet with representatives
 - County Clerk (voter registration)
 - County Recorder (official records)
 - USPS postmaster (address change process)
 - City Communications Manager
 - Assess implementation expenses
- Propose timeline for implementation
- Plan for public feedback

366	11/4/26	Work session with City Council
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- 367 • Review recommendations
- 368 • Direct committee/public comment period

370 11/15/26 Open public comment period

372 **Phase 3**

374 1/6/27 Committee meeting

- 375 • Review public comments received
- 376 • Prepare for open house(s)

377	1/13/27	Public open house
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378 1/20/27 Committee meeting

- 379 • Prepare recommendation for Council

380 2/2/27 City Council

- 381 • Consideration of resolution implementing address changes
- 382 • Approve budget for expense reimbursement

384 Phase 4

385 February/March

- Update City databases
- Notify external agencies
 - Property owners/tenants (formal notice effective dates)
 - USPS
 - EMS (911)
 - County/State (voter registration)
 - Utility providers
 - Private logistics (Google maps, Apple maps, FedEx, UPS)

395 Phase 5

396 April/May

- 397 • Issue official notices
- 398 • Provide transition packets to property owners
- 399 • Record address affidavits
- 400 • Install new street signs
- 401 • Run 90 day dual address system

Mayor Horrocks asked about the estimated cost and if this referred to residents and business or the City. He asked if it was expected that house numbers would change. Sherrie Pace replied that she would like the committee to review both. She said the anticipated cost to the City was minimal including updating databases and changing street signs. She responded that house numbers would change to coordinate with the City's addressing system.

Mayor Horrocks noted that there had been one election since the annexation and it was assumed that the County mailed those residents ballots for North Salt Lake. Councilmember Van Langeveld commented that she had the opportunity to speak with residents there and confirmed they received North Salt Lake ballots.

Councilmember Jackson asked if public comment could be received at the very beginning of the process as well. She said while she was campaigning, residents were very adamant about not wanting to change their address. She spoke on hearing the reasoning and suggestions from residents. Sherrie Pace said the plan was structured like this so the public comment would not be whether the residents wanted or did not want to change their address but instead to ask how this was going to affect them. She continued that this would help the committee and Council in determining reimbursement or how the address change would work with USPS or FedEx, etc.

Sherrie Pace added that the City Council could guide the direction of the committee and also determine whether it would be too big of an impact to change the addresses. She spoke on making a determination based on the perspective of actual impacts and benefits and not necessarily if the citizens liked or disliked the address change.

Councilmember Clayton commented on similar comments made while she was campaigning including a resident petition. She spoke on sharing the phases and showing the reasoning behind the process. Sherrie Pace said there could be an open public comment period at the beginning to allow residents to submit issues attributed to the change so the committee could address those items.

Councilmember Jackson was in favor of public comment at the beginning of the process as well. She spoke on the importance of being heard and understanding the resident concerns right at the beginning. Sherrie Pace asked about an open ended public comment period or a door to door survey.

Councilmember Van Langeveld suggested an agenda item for the September 1st City Council meeting for public comment on the proposed plan for address implementation.

Mayor Horrocks provided context and said that the County approached him five years ago because they were done offering services to the unincorporated areas and how these residents were already using the City's facilities (parks, etc.). He continued that these residents would show that their driver licenses had a Bountiful address but those properties were not part of Bountiful City's annexation plan. He said there had since been confusion in the last five years when new residents moved in and thought they were part of Bountiful.

Councilmember Smoot asked why the existing house number could not be utilized with the addition of North Salt Lake as the City. Ken Leetham replied that this would not work with the City's addressing system since the annexation area was on an old County addressing grid.

Councilmember Jackson commented on the turnover in the last five years and the prior public comments. She said there may be a change in consensus on the addressing since the annexation and suggested the City could allow for public comment to gauge the current temperature. She spoke on giving those affected residents a chance to speak. Sherrie Pace spoke on having the public comment on a different date as the September 1st City Council meeting was scheduled to be held in Foxboro.

Ken Leetham added that when the properties were annexed the City did not announce that the addresses would be changed at that time. He continued that the City said they would enter into a process to work on and identify issues such as public safety. He said that while the addresses did not have to be changed that the real problem was that those residents wanted to remain unincorporated and did not want to be annexed into the City. He felt that the sooner the addresses were changed then those residents would no longer be confused about where they belonged.

Sherrie Pace commented that she hoped these residents were pleased with the City services they received and that these services were more timely than those provided by the County. She spoke on the ability for those residents to come into City Hall rather than driving to Farmington for any issues or services. She also mentioned the potential to provide an evaluation on the potential tax change after being annexed into the City. She suggested that staff could prepare a presentation and then allow time for a public hearing during the City Council work session.

Councilmember Clayton commented that she would invite those residents who had expressed it was a positive change to provide comment at the public hearing.

Councilmember Jackson was also in favor of staff sharing a presentation with the perceived advantages prior to the public comment.

Councilmember Van Langeveld spoke on the comprehensive plan and the workload that was part of the proposed address change. She said it was not just land acquisition but helped to show those residents that they were part of the City. She noted that the earlier comment about how the City always went above and beyond to help a citizen that was disadvantaged at the cost of the City to feel whole and supported. She also suggested that the residents in the annexed area should be allowed to name the streets and provide the opportunity to submit suggestions at the open houses.

Councilmember Smoot was also in favor of allowing residents to rename the streets.

Sherrie Pace commented that she also had a list of street name suggestions including prominent residents, historical events, etc. to deter duplication and provide inspiration. She confirmed that a public comment period would be added to the September 15th City Council work session followed by the proposed timeline as presented. She asked if the public comment should occur before the resolution to form the committee was made.

Councilmember Smoot asked if there had to be a resolution to form the committee.

Councilmember Van Langeveld asked if there had to be public comment prior to forming the committee. She said if the public comment changed the minds of the Council then the committee could be disbanded.

Councilmember Smoot said the intent of the public comment was not whether the address change should occur or not. She continued that the City necessitated the change and to frame it as how will this impact the residents and what the City could do to help alleviate that.

Councilmember Jackson said the public comment should be held before the committee was established through resolution. She said the public would not feel heard if they felt like the City had already made up its mind to proceed. Sherrie Pace suggested public comment during the work session on September 15th followed by the resolution to form the committee in the regular session. She said any suggestions from the public could then be added to the charter before it was adopted.

Councilmember Van Langeveld was not in favor of waiting to move forward until the City heard from the public. She spoke on making choice and obtaining feedback from the public and then changing direction if there was convincing comments.

Councilmember Smoot noted that having the public comment followed by adoption of the resolution to form the committee would reinforce the negativity and residents would not feel

heard. She commented that the City has determined that the address change needed to occur for a myriad of reasons.

Ken Leetham suggested the September 1st meeting at Foxboro HOA be moved to September 15th and then allowing for public comment on September 1st at City Hall.

4. ACTION ITEMS

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

5. COUNCIL REPORTS

Councilmember Smoot spoke on having a sister city and putting this under the purview of the Arts Committee. She spoke on building community and unity and having a sister city in another country. Councilmember Van Langeveld explained the reason it had not occurred was due to the workload and budget. She spoke on looking into other ways to connect and partner without spending money. She asked about the difference between an action item (staff) and an agenda item (Council policy discussion).

Councilmember Smoot commented that she would look into this item first. Councilmember Jackson said she had the application information and parameters which staff could review prior to making it an agenda item.

Councilmember Smoot noted she could provide bullet point information to determine if it was worth filling out the application. She would bring this back to the City Council when she had further information.

Councilmember Smoot then reported on the Arts Committee meeting on August 3rd and the Night Out on August 6th at Legacy Park. She spoke on the NSL Reads Event and the graphic novel theme for next year. She noted possible locations for the next mural including the Big West Oil round building at the entrance to the City. She added there were backup locations on Highway 89 (former Bird World) and Redwood Road (near Lee's).

Councilmember Smoot said that the Arts Committee also planned to have electrical boxes wrapped and spoke on ideas for the wrap including historic photos. She introduced Arts Committee member Jean Montanaro and encouraging art appreciation and talent in the younger generation.

Jean Montanaro spoke on the idea to create a North Salt Lake school mural program. She continued that this program would create a connection between the City, schools, families, residents, etc. and that people would volunteer their time and abilities to mentor students through the process of creating a mural. She volunteered for the first mural at Orchard Elementary if the school was amenable to the idea. She anticipated the cost for supplies per school would be \$300-\$400. Ms. Montanaro spoke on the benefits including community collaboration, awareness of the City's Arts Committee, beautification, and teaching young people the value of art.

Councilmember Smoot said this was a great way to provide art at a local level. She noted the need for volunteers as some elementary school art teachers may not have the capacity to do what Jean Montanaro could do.

Councilmember Clayton noted that Adelaide Elementary had a mural near the front doors. She was unsure if the mural still existed but said the mural could even be done inside the schools.

Councilmember Smoot spoke on community members investing in schools and the opportunity to plant a seed as arts were being lost in schools.

Councilmember Jackson was in favor of the school mural idea. She spoke on the sister city program and moving forward with a plan. She reported on the North Salt Lake Recreation Center Day and said the estimate was 100 City residents attended that day. She said Recreation Center staff was unsure if that was 100 families or separate individuals.

Councilmember Jackson then asked about the delay and timeline for the Hatch Park remodel. She suggested a public interface on the City's website to address the delays and projected timeline. Ken Leetham replied that there was currently no delay and the current work was underground utility or prepping for the foundation of one of the buildings. He noted there had been a delay due to contaminated soils but noted that the park completion date had moved up. He said project status could be updated on the City's website.

Councilmember Van Langeveld was also in favor of the project status on the website. She added that a brief Hatch Park update could be added to the City Council agenda once a month.

Councilmember Van Langeveld then reported on the upcoming Night Out Against Crime/Back to School/Health and Wellness event on August 6th. She said each of the public schools would have a representative at the event including Bountiful High, Woods Cross High, South Davis Junior, Mueller Park Junior, Adelaide Elementary, Orchard Elementary, and Foxboro Elementary. She said Wasatch and Spectrum Academy were invited but she had not heard back.

Councilmember Van Langeveld then spoke on the process with the Health and Wellness Committee to obtain a grant through Get Healthy Utah. She noted the grant funding would go towards establishing community councils in the City.

Councilmember Clayton reported on the Bountiful July parade and said the Council passed out America 250 swag. She mentioned the community chair, Gentry Holbrook, for the Back to School event had done a lot of work and encouraged the Council to attend.

6. CITY ATTORNEY'S REPORT

Todd Godfrey had nothing to report.

7. MAYOR'S REPORT

Mayor Horrocks reported on the elected officials day on September 26th at South Davis Metro Fire. He continued that the Fire District held a truth in taxation hearing on August 3rd and approved salary increases and a new assistant fire chief position. He then spoke on a mountain lion sighting at the 12th hole on the golf course. He commented on a letter from Big West Oil who had committed to providing \$25,000 towards trees for Center Street.

8. CITY MANAGER'S REPORT

Ken Leetham reported on participating in the Bountiful parade. He then spoke on the curbside green waste pickup and said the Waste Management District would not be expanding their curbside green waste pickup program until 2029 or 2030. He would continue to explore other options.

Mr. Leetham introduced an issue in Davis County related to the fifth transportation sales tax. He said that this issue was in front of the County Commission now and that he had attended a meeting earlier in the day on it. For that reason, he needed to bring it up and inform the City Council on it and would be requesting their feedback. He explained that this transportation sales tax was an authorized tax by the State Legislature. He continued that recent changes allowed counties to adopt a sales tax of 0.20% at the register for every transaction that collected sales tax. He shared how the tax would be divided if the County Commission adopted this change with 0.05% to the cities, 0.10% to UTA, and 0.05% to the County. He added that this breakdown would be for the first three years the tax was imposed.

Ken Leetham then reviewed the distribution formula for counties of the second class which included Davis County. He said the initial distribution would change in 2029. He anticipated that

the City would receive approximately \$300,000 in revenue if the tax was enacted in Davis County. He spoke on the history of the transportation sales tax and said residents in Davis County currently paid the 1st, 2nd, 3rd, and 4th quarter transportation sales taxes. He explained how the cities could apply for transportation funds through those quarter taxes. Mr. Leetham said the City received 0.25% of the 4th quarter sales tax which was approximately \$650,000 per year. He added that the County had the chance to adopt the 5th quarter sales tax of 0.20% which would be added to the City's revenue for transportation. He anticipated that this would result in approximately \$1 million in sales tax revenue streams for transportation.

Councilmember Smoot commented that the law had already passed and Davis County was not currently collecting it. Ken Leetham replied affirmatively that Davis County Commission would need to formally adopt the tax before it could be collected.

Councilmember Jackson asked if this raised the sales tax by 0.20% or reallocated it. Ken Leetham responded that it raised the sales tax at the register by 0.20%. He added that the sales tax rate in Davis County was 7.25% and this would raise it to 7.45% if adopted. He noted that only the chair of the County Commission wanted to adopt this tax at the present time.

Ken Leetham commented that he was in favor of adopting this tax and asked the Council for feedback in order to lobby with other cities to encourage the County Commission to adopt this tax. He provided the reasons why the County and cities should adopt the tax including the fact that Weber, Salt Lake, and Utah counties had adopted this tax, the cost of transportation and infrastructure projects (ex: \$700,000 annually resurfacing streets), benefits to the City, the Davis/Salt Lake Connector transit project, residents want good roads and transit services, and a negative view of Davis County and all of its cities from the Legislature if the tax is not adopted.

Councilmember Smoot commented that this was the same logic if the City did not adopt the WUI code. She spoke on being tired of being bullied into doing things and how upset the citizens would be if the tax was adopted.

Mayor Horrocks commented that he was conflicted as \$300,000 annually would be helpful for transportation projects but also mentioned that the purpose was to fund UTA and the lack of UTA performance in Davis County. He asked about the three year collection period. Ken Leetham replied that the City would continue to collect the 0.05% in perpetuity if it were adopted, but UTA would reallocate their collection after three years.

Mayor Horrocks said that ultimately, due to the reasons listed, that the City should push for implementation.

Councilmember Jackson disapproved of this and preferred a reallocation of funds before raising taxes. She said the County just did a major property tax increase and would rather comb through the budget and reallocate before raising taxes.

Councilmember Smoot was in agreement and spoke on issues at the previous truth in taxation hearing. She then mentioned the property tax notice and said the largest portion went to Davis County School District which she felt was mismanaged.

Councilmember Clayton said while it was not that much of a difference that she would prefer to keep things as they are. Ken Leetham said that a sales tax increase of this kind was much different than a property tax increase. He commented that in our City this may help to put off or reduce a property tax increase in the future. He noted that part of the reason the Legislature had used sales tax to generate transportation dollars was because it only took a half penny per dollar to generate millions for transportation projects.

Ken Leetham added that the City had a need to increase revenues associated with road repairs. He continued that while it may be \$300,000 today that in the future it would increase and could be a significant help to the City as it struggles to keep up with maintenance and repair of aging infrastructure.

Mayor Horrocks commented that Front Runner would cost \$3 billion and this was one way the City would pay for that. Ken Leetham said the Front Runner double track project was a federal program.

Councilmember Smoot said while everyone else was doing it that the City could take a stand and say enough was enough. She commented that every single tax had a justifiable reason. Ken Leetham replied that the Council should view this as whether it was the right thing for the City. He said the State was well meaning in this case in providing a revenue stream for transportation. He added that the City would get sales tax that would provide the ability to keep roads in great repair and build infrastructure.

Councilmember Smoot asked if transportation funding was an issue in the City. Ken Leetham replied that funding was an issue. He noted that over time the cost to maintain the current level of service would become more difficult. He said aging infrastructure was a challenge in the City including sidewalks, street resurfacing, etc. He explained that eventually the City would need to expand revenues for road maintenance and repair.

Ken Leetham asked the City Council to consider whether this was a good thing for the City or not.

Councilmember Jackson spoke on the needs of government and the benefits to every resident. She also mentioned that residents felt the pressure of costs increasing while incomes went down. She said the Council was in government and represented residents and the conflict that this was an easy lift that would not be felt and could benefit roads/transportation while there was tax exhaustion. She spoke on little increases with property tax, sales tax, the Fire District and determining where the line stopped. She proposed reallocation of funds before an automatic tax increase.

Councilmember Van Langeveld mentioned the sentiment that this was a strong armed version to collect taxes while giving the cities a percentage back. She said the State Legislature was passing these types of tax structures so that they did not have to actually collect the taxes they needed to do their job. She said the State pushed the tax collection onto counties, sales tax, and school districts who then had to raise their taxes. She explained that while she was also frustrated with the State Legislature that this was not the way to push back and was supportive of this item as a way to increase funding while being fiscally conservative.

Councilmember Van Langeveld commented that while she supported implementing the sales tax the question was whether the City should lobby in support. Ken Leetham replied that in the meeting earlier in the day he had asked what input the County Commissioners needed to make this decision. He said the answer was communication of support or providing a clear statement on the City's position. He continued that the City could take a position including being quiet or opposing it.

Councilmember Jackson commented that the answer could be that the City Council was split.

Councilmember Smoot said she could think of one project that could be canceled to pay towards any shortages. Ken Leetham commented that this would help staff in preparing budget proposals.

Mayor Horrocks mentioned that one County Commissioner ran on the campaign of no new taxes. He said every elected official had to weigh the question of whether to increase revenues or cut services. He noted that at some point deferred maintenance became more expensive, that costs would increase, and that revenues did not necessarily follow.

Councilmember Jackson said one of the fastest growing industries in Utah was government. She mentioned one of the cuts was administrative overhead and said inflation was real but was something to consider as salaries and the number of employees increased.

Councilmember Van Langeveld commented that it was bad to vote no without having a solution to solve the problem. She appreciated that staff had offered a concrete suggestion.

Councilmember Smoot said making cuts was the equivalent of giving a suggestion. She gave the example of slashing employees in the private sector during COVID and said in times of recession that the government did not start cutting back. She noted that when a public servant voted no and said here is where we can cut back that this was a great policy.

Councilmember Smoot noted this was not personal and thanked Ken Leetham for his efforts. Ken Leetham replied that the way to look at this was complex and noted it came about because Weber County adopted this fee which set things into motion including putting pressure on Davis County to make a decision.

9. ADJOURN

Mayor Horrocks adjourned the meeting at 9:28 p.m.

The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday August 18, 2026 by unanimous vote of all members present.

Brian J. Horrocks, Mayor

Wendy Page, City Recorder



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: August 18, 2026

SUBJECT: Consideration of Resolution 2026-35R: A resolution authorizing the issuance of sales tax revenue refunding bonds

RECOMMENDATION

I recommend approval of Resolution 2026-35R: A resolution authorizing the issuance of sales tax revenue refunding bonds.

BACKGROUND

In 2022, the City issued sales tax revenue bonds in the amount of \$17 million for the purpose of expanding and renovating Hatch Park. Since that time, interest rates have come down and the City wishes to take advantage of that market change by refunding the original bonds and issuing new bonds at more favorable rates. It is estimated that the City could save as much as \$1,445,000 over the life of the loan or approximately \$69,000 annually on its bond repayment obligation.

Adoption of this parameters resolution is the first step in considering the possible refunding. The resolution approves for publication the City's intention to seek to refund the bonds, establishes a maximum interest rate and allows for the City Manager to move forward with this potential transaction. This is not the final approval of the bond refunding, but it will give the City a chance in the next few weeks to refund and reissue the debt at potentially more favorable terms than what the City is subject to now.

As a reminder, repayment of this obligation comes from several existing revenue sources within the City. No property tax increase was used to meet this obligation in 2022 and no property tax increase is anticipated in order to meet the ongoing obligations of this debt.

PROPOSED MOTION

I move that the City Council approve Resolution 2026-35R: A resolution authorizing the issuance of sales tax revenue refunding bonds.

RESOLUTION 2026-35R

A Resolution authorizing the issuance and the sale of not to exceed \$15,000,000 aggregate principal amount of Sales Tax Revenue Refunding Bonds for the purpose of refunding outstanding sales tax revenue bonds of the City.

*** *** ***

WHEREAS, the City of North Salt Lake (the “City”) considers it necessary and desirable and for the benefit of the City to issue its sales tax revenue refunding bonds as hereinafter provided for the purpose of (a) refunding the City’s Sales Tax Revenue Bonds, Series 2022 (the “*Refunded Bonds*”); and (b) paying the costs incurred in connection with the issuance and sale of the Bonds pursuant to authority contained in the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “*Utah Code*”) and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code (collectively, the “*Act*”), and other applicable provisions of law;

WHEREAS, for the purposes set forth above, the City has determined (a) to issue its Sales Tax Revenue Refunding Bonds in an aggregate principal amount not to exceed \$15,000,000 (the “*Bonds*”) pursuant to the Master Indenture of Trust (the “*Master Indenture*”), and a Supplemental Indenture of Trust (the “*Supplemental Indenture*” and, together with the Master Indenture, the “*Indenture*”); and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture;

WHEREAS, the City is authorized by the Utah Code to enter into the Supplemental Indenture, and to issue the Bonds to refund the Refunded Bonds, to fund any necessary reserves, and to pay all related costs authorized by law;

WHEREAS, the City is authorized by the Act to enter into the Indenture and to issue the Bonds;

WHEREAS, in the opinion of the City, it is in the best interests of the City that (a) the Designated Officer (defined below) be authorized to (i) determine whether to pursue a competitive sale, negotiated sale or private purchase for the sale of the Bonds; (ii) if a private purchase sale is pursued, select a purchaser for the Bonds; (iii) if a competitive sale is pursued, accept or reject the bids received for the Bonds pursuant to the PARITY[®] electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds; (iv) if a negotiated sale is pursued, select an underwriter for the Bonds; and (v) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and the Bonds and to execute each Certificate of Determination, if necessary, containing such terms and provisions and (b) the Mayor be authorized to execute the Official Statement with respect to the Bonds; and

WHEREAS, Sections 11-27-4 of the Utah Code provides for the publication of a Notice of Bonds to be Issued (the “*Notice of Bonds*”) and the running of a 30-day contest period, and the City desires to cause the publication of such Notice of Bonds at this time in compliance with said section with respect to the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Salt Lake, Utah, as follows:

Section 1. Issuance of Bonds. (a) For the purposes set forth above, there is hereby authorized and directed the execution, issuance, sale and delivery of the Bonds in the aggregate principal amount not to exceed \$15,000,000. The Bonds shall be dated as of the date of the initial delivery thereof. The Bonds shall be in authorized denominations, shall be payable, and shall be executed and delivered all as provided in the Indenture. The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(b) The form of the Bonds set forth in the form Supplemental Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved.

(c) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Revenues (as defined in the Indenture) received by the City and of certain other moneys held under the Indenture on a parity with any other Bonds (as defined in the Indenture) issued from time to time under the Master Indenture. The Bonds shall not be obligations of the State or any other political subdivision thereof, other than the City, and neither the faith and credit nor the ad valorem taxing or appropriation power of the State or any political subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Bond Details; Delegation of Authority. (a) The Bonds shall mature in the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, and at the rates per annum and commencing on the dates, all as provided in the Supplemental Indenture.

(b) There is hereby delegated to the Designated Officers, subject to the limitations contained in this resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officers are hereby authorized to make such determinations and effectuations:

(i) the principal amount of each series of the Bonds necessary to accomplish the purpose of the Bonds set forth in the recitals hereto and the aggregate principal amount of each series of the Bonds to be executed and delivered pursuant to the Indenture; *provided* that the aggregate principal amount of the Bonds shall not exceed \$15,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the Bonds mature over a period of not to exceed 21 years from their date or dates;

(iii) the interest rate or rates of the Bonds and the date on which payment of such interest commences, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 5.50% per annum;

(iv) the sale of the Bonds and the purchase price to be paid by the Underwriter of such Bonds; *provided, however*, that the discount from par of each series of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the time, if any, and redemption price at which the Bonds may be called for redemption prior to their maturity at the option of the City;

(vii) the amount of reserves, if any, necessary to be maintained in connection with the Bonds, if any;

(viii) the use and deposit of the proceeds of the Bonds;

(ix) the maturity dates and amounts, if any, of the Refunded Bonds to be refunded;

(x) the amount, use and deposit of any funds of the Issuer legally available to provide for the refunding of the Refunded Bonds (including monies held by the Issuer for payment of debt service on the Refunded Bonds); and

(xi) any other provisions deemed advisable by the Designated Officers not materially in conflict with the provisions of this resolution.

For purposes of this resolution and the Bonds, “*Designated Officer*” means (i) the City Manager, or (ii) in the event of the absence or incapacity of the City Manager, the Finance Director, or (iii) in the event of the absence or incapacity of both the City Manager and the Finance Director, the Mayor.

There is hereby delegated to the Designated Officer the authority to determine the method of sale for the Bonds. If a negotiated sale or private purchase is pursued for a series of Bonds, the Designated Officer is authorized to select the purchaser or underwriter and to obtain such information as he or she deems necessary to make such determinations as provided above.

If a competitive sale is pursued for a series of Bonds, immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the Issuer (the “*Best Bidder*”). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination, a form

of which is attached hereto as *Exhibit C* (the “*Certificate of Determination*”) containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Article II hereof. If the Designated Officer determines that it is in the best interest of the Issuer, the Designated Officer may (a) waive any irregularity or informality in any bid or in the electronic bidding process; and (b) reject any and all bids for the Bonds.

In the event the method of sale selected by the Designated Officer for a series of Bonds is a negotiated sale or private purchase, a Purchase Contract (the “*Purchase Contract*”), in substantially the form attached hereto as *Exhibit B* and containing substantially the terms and provisions set forth therein, is hereby authorized and approved. To evidence the acceptance of each Purchase Contract, the Mayor is hereby authorized and directed to execute and deliver, and the City Recorder to attest and countersign the Purchase Contract, in substantially the form attached hereto as *Exhibit B*, with such insertions, deletions, changes, omissions and variations as the Mayor may deem appropriate (such approval of the Mayor of any such changes shall be conclusively established by the execution of each Purchase Contract).

Section 3. Approval and Execution of the Supplemental Indenture. The Master Indenture and the Supplemental Indenture, in substantially the forms attached hereto as *Exhibit A*, are hereby authorized and approved, and the Mayor or the Deputy Mayor is hereby authorized, empowered and directed to execute and deliver the Master Indenture and the Supplemental Indenture on behalf of the City, and the City Recorder or any Deputy City Recorder is hereby authorized to countersign such Master Indenture and the Master Indenture and the Supplemental Indenture, with such changes to the Master Indenture and the Supplemental Indenture from the form attached hereto as are approved by the Mayor or the Deputy Mayor, his or her execution thereof to constitute conclusive evidence of such approval. The provisions of the Master Indenture and the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The Master Indenture and the Supplemental Indenture shall constitute a “system of registration” for all purposes of the Registered Public Obligations Act of Utah.

Section 4. Other Certificates and Documents Required to Evidence Compliance with Federal Tax and Securities Laws. Each of the Mayor or the Deputy Mayor, the City Recorder or any Deputy City Recorder, the City Manager and the City Treasurer or the Finance Director of the City is hereby authorized and directed to execute (a) such certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds and (b) a Continuing Disclosure Undertaking and such other certificates and documents as shall be necessary to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission and other applicable federal securities laws.

Section 5. Preliminary Official Statement. The use and distribution of the Official Statement in preliminary form (the “*Preliminary Official Statement*”), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit E*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable. The Mayor and the City Recorder are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may

be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds.

Section 6. Final Official Statement. The Official Statement of the City is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit E*, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Certificate of Determination. The Mayor shall sign and deliver the Official Statement to the purchaser of the bonds (the “Purchaser”) for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor’s execution of the Official Statement.

Section 7. Other Actions With Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. If (a) the Mayor, (b) the City Recorder, (c) the City Treasurer or (d) the City Manager shall be unavailable or unable to execute or attest and countersign, respectively, the Bonds or the other documents that they are hereby authorized to execute, attest and countersign, the same may be executed, or attested and countersigned, respectively, by (i) the Deputy Mayor, (ii) any Deputy City Recorder, (iii) the Finance Director or (iv) an Assistant City Manager. Without limiting the generality of the foregoing, the officers and employees of the City are authorized and directed to take such action as shall be necessary and appropriate to issue the Bonds.

Section 8. Prior Acts Ratified, Approved and Confirmed. All acts of the officers and employees of the City in connection with the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 9. Notice of Bonds to be Issued; Contest Period. In accordance with the provisions of Section 11-27-4 of the Utah Code, the City Recorder shall cause the Notice of Bonds, in substantially the form attached hereto as *Exhibit D*, to be published one time in a newspaper of general circulation in the City.

For a period of thirty (30) days from and after publication of the Notice of Bonds, any person in interest shall have the right to contest the legality of this Resolution (including the Bond Resolution and the form of the Supplemental Indenture attached hereto) or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution (including the Bond Resolution and the Supplemental Indenture) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 10. Resolution Irrepealable. Following the execution and delivery of the Supplemental Indenture, this resolution shall be and remain irrepealable until all of the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 11. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 12. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

(Signature page follows.)

ADOPTED AND APPROVED by the City Council of the City of North Salt Lake, Utah, this August 18, 2026.

CITY OF NORTH SALT LAKE, UTAH

Mayor

ATTEST:

City Recorder

City Council Vote as Recorded:

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



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Tyler Abegglen, Golf Course General Manager
DATE: August 18, 2026
SUBJECT: FY 27 Golf Cart Equipment Purchase

RECOMMENDATION

Golf Course Committee and Golf Course staff make the recommendation to replace the existing 4.5-year-old gas fleet with 90 new electric golf carts and accessories, applying the trade-in value of the 80 retired carts against the purchase price for a net capital investment of **\$484,410.00**.

BACKGROUND

Eaglewood's current fleet of Yamaha golf carts is 4.5 years old and has logged an estimated 413,202 nine-hole rounds of golf between July 2022 and December 2026. This represents a substantial increase in utilization compared to the previous fleet, which recorded 293,850 rounds over a 5.5-year period from January 2017 to June 2022 — roughly 91,800 rounds per year on the current fleet versus 53,400 rounds per year on its predecessor. Given this accelerated usage and the age of the fleet, replacement is warranted to maintain reliability and playability standards.

The proposed replacement shifts the fleet from gas to electric power, which is expected to generate long-term savings in fuel costs and reduce ongoing maintenance.

- 90 new golf carts to be purchased.
- 80 existing carts will be traded in toward the purchase.
- 4 existing carts will be reassigned to Turf Maintenance.
- 2 existing carts will be reassigned to Public Works / Parks.

Item	Amount
Golf Carts (90 units)	\$670,230.00
Accessories	\$54,180.00
Subtotal	\$724,410.00
Less: Trade-In Value (80 carts)	(\$240,000.00)
Net Investment	\$484,410.00

POSSIBLE MOTION

I move that the City Council approve the purchase of new electric golf carts and instruct staff to prepare a budget amendment for consideration on September 1, 2026 in order to formally approve these expenditures.



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Tyler Abegglen, Golf Course General Manager
DATE: August 18, 2026
SUBJECT: FY 27 Golf Cart Infrastructure Installation

RECOMMENDATION

Golf Course Committee and Golf Course Staff make the recommendation to approve a budget adjustment of **\$48,960.00** to award electrical installation to JP Electric (**\$28,960.00**) and procure supporting charging equipment and materials (**\$20,000.00**), enabling the charging infrastructure needed to support the new electric golf cart fleet.

BACKGROUND

As part of the transition of the Eaglewood golf cart fleet to electric power, supporting charging infrastructure is required at the cart barn and related facilities. This item is submitted as a budget adjustment to existing general ledger line item for the golf course.

- Award installation to JP Electric in the amount of \$28,960.00 to install outlets, breakers, and panels to support the electric fleet.
- Procure miscellaneous parts, including fast chargers, additional outlets, and longer charging cables, in the amount of \$20,000.00.

Item	Amount
JP Electric — Installation of outlets, breakers, and panels	\$28,960.00
Misc. Parts — fast chargers, additional outlets, longer charging cables	\$20,000.00
Total Budget Adjustment	\$48,960.00

POSSIBLE MOTION

I move that the City Council authorize the installation of electrical charging infrastructure in an amount not to exceed \$50,000 and instruct City staff to prepare a budget amendment including this expenditure.



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Tyler Abegglen, Golf Course General Manager
DATE: August 18, 2026
SUBJECT: Golf Cart GPS Purchase for Eaglewood Golf Course

RECOMMENDATION

Golf Course Committee and Golf Course staff make the recommendation to approve the purchase of the Visage GPS system for the new 90-unit electric fleet at an upfront cost of **\$85,500.00** plus an annual subscription of \$22,680.00 under a 4-year initial term. The system's speed-zone functionality with the electric fleet supports improved safety and reduced course impact damage, with the added benefit of a no-cost hardware transition into a new fleet cycle in years 5–8.

BACKGROUND

The Visage GPS unit is a Club Car owned and integrated system, purchased in conjunction with the new electric golf cart fleet. Paired with the electric carts, the GPS system enables speed zones that automatically turn down cart speeds in designated areas of the course. This improves safety and reduces impact damage in the areas of the course most susceptible to cart-related wear, such as tees, greens, and steep or sensitive terrain.

- Upfront cost of \$85,500.00 for 90 GPS units.
- Ongoing subscription of \$1,890.00 per month (\$22,680.00 per year).
- Initial term agreement of 4 years.
- Option to continue into years 5–8 on a new fleet at the same price.
- No additional hardware cost to transition the GPS system to a new fleet in years 4–5.

Item	Amount
Upfront Cost (90 GPS Units)	\$85,500.00
Subscription — Monthly	\$1,890.00 / mo
Subscription — Annual	\$22,680.00 / yr
Initial Term	4 Years
Estimated 4-Year Total (Upfront + 4 Years Subscription)	\$176,220.00

Note: At the end of the initial 4-year term, the agreement may continue into years 5–8 on a new golf cart fleet at the same pricing, with no additional hardware cost to transition the GPS system.

POSSIBLE MOTION

I move that the City Council authorize the purchase of GPS units and instruct staff to prepare a budget amendment for consideration on September 1, 2026 in order to formally approve these expenditures.