



# HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100  
[www.cityofharrisville.com](http://www.cityofharrisville.com)

MAYOR:  
Michelle Tait

COUNCIL MEMBERS:  
Grover Wilhelmsen  
Steve Weiss  
Blair Christensen  
Max Jackson  
Karen Fawcett

## **CITY COUNCIL/PLANNING COMMISSION AGENDA AMENDED**

**September 9<sup>th</sup>, 2025**

**[Zoom Meeting Link](#)**

Meeting ID: 876 5992 9509

Passcode: 357932

### **6:00 PM Work Session**

- 1. Discussion** - Ordinance 562: Housing Affordability

### **7:00 PM City Council Meeting**

Presiding: Mayor Michelle Tait

Mayor Pro Tem: Steve Weiss

- 1. Call to Order** [Mayor Tait]
- 2. Opening**
  - a. Pledge of Allegiance [Council Member Christensen]
- 3. Consent Items**
  - a. Approval of meeting minutes for August 19, 2025 Council Meeting, August 26, 2025 Board of Canvassers Meeting, and August 26, 2025 Council Meeting as presented.
- 4. Oath of Office**
- 5. Business Items**
  - a. Discussion/possible action to adopt Resolution 25-15; Community Wildfire Preparedness Plan. [North View Fire]
  - b. Discussion/possible action to adopt Ordinance 566; Copperwoods MDA Amendments. [Sarah Wichern]
  - c. Discussion/possible action to adopt Resolution 25-14; Connex Franchise Agreement. [Jennie Knight]
- 6. Public Comment**
- 7. Mayor/Council Follow-Up**
- 8. Adjournment**

The foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website [harrisvillecity.gov](http://harrisvillecity.gov), and at the Utah Public Notice Website at <http://pmn.utah.gov>. Notice of this meeting has also been duly provided as required by law.

In accordance with the Americans with Disabilities Act, the City of Harrisville will make reasonable accommodations for participation in the meeting. Requests for assistance may be made by contacting the City Recorder at (801) 782-4100, at least three working days before the meeting.

Posted: By: Jack Fogal, City Recorder.

**MINUTES  
HARRISVILLE CITY COUNCIL  
August 19, 2025  
363 West Independence Blvd  
Harrisville, UT 84404**

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**Minutes of a regular Harrisville City Council meeting held on August 19, 2025 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.**

**Present:** Mayor Michelle Tait, Council Member Karen Fawcett, Council Member Grover Wilhelmsen, Council Member Blair Christensen, Council Member Max Jackson, *Council Member Stephen Weiss via phone.*

**Excused:**

**Staff:** Jennie Knight, City Administrator, Jack Fogal, City Recorder, Mark Wilson, Chief of Police, Bryan Fife, Parks and Recreation Director, Jill Hunt, City Treasurer, Jesse Sainsbury, Storm Water Lead.

**Visitors:** Jason Hadley, Ben Palmer, Lily Hansen, Elisabeth Hansen, Tami Havey, Shawn Havey, Lane Monson, Kevin Karras, Anna Lopez, Perfecto Lopez, Mike Shinsel, Steve Mueller.

**1. Call to Order.**

Mayor Tait called the meeting to order and welcomed all in attendance.

**2. Opening Ceremony.**

Council Member Fawcett opened with the Pledge of Allegiance.

**3. Consent Items**

**a. Approval of Meeting Minutes for July 8<sup>th</sup>, 2025 and August 5<sup>th</sup>, 2025 as presented.**

**Motion:** Council Member Christensen made a motion to approve the meeting minutes for July 8<sup>th</sup>, 2025 and August 5<sup>th</sup>, 2025 as presented, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously

**4. Appointment of Planning Commissioner**

**a. Advice and Consent to ratify Mayor's appointment of a Planning Commissioner**

Christina Palmer is an ER nurse at Ogden Regional. Council Member Wilhelmsen inquired about her background. Christina Palmer stated she does not have qualifications for this position. She has a desire to learn and to help the city grow in the right direction.

**Motion:** Council Member Christensen made a motion to appoint Christina Palmer as a Planning Commissioner, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

**5. Business Items.**

**a. YCC Presentation**

Tami Havey helped with the Harrisville City Fair Booth. While planning for the booth she found out about the Harrisville YCC. She wanted the booth to involve the YCC and be interactive. The theme of the booth was summer camp. They asked people at the fair what their summer camp name was. Her inspiration was the Harrisville Cabin. The YCC members were camp counselors. Each YCC member made a little card explaining why they are members of the YCC and what they do for the city. Involving the kids was a large element of the fair booth. They had a lot of fun. There is a people's choice award for fair booths. There was a 5-way tie for first place and the Harrisville City booth was one of those 5.

Lily Hansen is a member of the YCC. She attended the 4H Council earlier this year. She helped teach a workshop about organization at the conference. It made her step out of her comfort zone. She thanked Tami Havey for allowing the YCC to participate at the fair. She thanked Council Member Wilhelmsen and Cynthia Benson for their support of the YCC. She thanked Elisabeth Hansen for being their leader. The YCC will have an election soon to elect their own mayor and councilors.

**b. Discussion/possible action to approve storm water regulations update.**

Jennie Knight stated this item comes from the new requirements for our storm water maintenance and permits. We must identify and locate all storm water connections. The locations must be reported to the state. We do not have the staffing to meet this requirement on our own. We have received a cost estimate from Jones and Associates to identify the storm water connections and map them with GIS. This was an unseen effect on the city's budget. We have a few options to cover this cost. We can forgo a part of our annual maintenance and use that towards the cost about \$25,000 and the remainder would come from capital projects; the second option is to take all of it from the capital projects. Council Member Wilhelmsen inquired is there a capital project line item the funding will come out of. Jennie Knight stated it would come from the storm water fund. Council Member Christensen stated you said this is mandated by the state are there grants we can apply for. Jennie Knight stated no there are not. Larger cities can do this because they have storm water teams and we have one storm water

employee. Jesse Sainsbury stated this is the documentation for who owns what storm drains and how they are maintained. They want documentation from 2002 to current. The state has recently gotten strict about this requirement. We do not have the documentation but Jones and Associates does. They can compile the information for us. Council Member Fawcett inquired do we not have them because we did not maintain them and will we be able to maintain it after. Jesse Sainsbury stated we did not maintain a lot of the documentation for a long time because we were not required. We will maintain it going forward. Council Member Wilhelmsen inquired what would pulling this money from the storm water fund do. Jennie Knight stated yearly we camera roughly 33% of the storm water system. We would camera less of the storm system and use some of those funds to cover the cost. Mayor Tait inquired if we delay the camera inspection and wait a year is this putting the city in danger. Jesse Sainsbury stated no it would not. Jennie Knight stated the state is auditing cities and the sooner we can be in compliance the better. Council Member Jackson stated he likes the idea of putting off the camera inspection for a year and not pulling it all from capital projects.

**Motion:** Council Member Wilhelmsen made a motion to approve storm water regulations update using \$25,000 from storm water and using the rest from capital projects for a total of \$43,045, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

**c. Discussion/possible action to adopt Resolution 25-11; a resolution adopting the Fiscal Year 2026 Final Budget for Harrisville City, Harrisville Community Reinvestment Agency, and Four Mile Special Service District.**

Jill Hunt stated in the packet there were 3 separate budgets; maintaining the rate, no change, and half the rate. We also made a change to the fee schedule, changing the verbiage on North View Fire and Weber Sewer Impact fee, and adding the fee for late financial disclosures which the state allows. Council Member Fawcett inquired about capturing the new growth. Jill Hunt explained if we want to capture the new growth, we need to maintain the rate. If we do not then we are getting the same revenue as the previous year and lowering the rate. Council Member Wilhelmsen inquired about the amount provided by the county for the new growth. Jill Hunt stated \$27,000 of the revenue is new growth. Jennie Knight stated let's use Ashlar Cove as an example. Last year the property tax was on the land. It is now subdivided and the homes are built. If we do not do Truth in Taxation our revenue stays the same but the rate lowers. We can choose to maintain the rate or the revenue. As home values increase the tax rate drops. Council Member Wilhelmsen stated we put the budget together and it is built upon services provided. Last meeting Jill Hunt stated maintaining the level of service with new growth can cause the cost to increase. So, we either maintain the levels of service or lower the tax rate. Jill Hunt stated you are correct. There are some unanticipated things we have to cover along with anticipated costs. If we do not look at this and review it yearly, we can get behind like what happened 3 years ago.

**Motion:** Council Member Wilhelmsen made a motion to adopt Resolution 25-11; a resolution adopting the Fiscal Year 2026 Final Budget for Harrisville City, Harrisville Community Reinvestment Agency, and Four Mile Special Service District with a certified tax rate of 0.001562, second by Council Member Weiss.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, No  
Council Member Jackson, No  
Council Member Fawcett, No

The motion failed 2-3.

**Motion:** Council Member Jackson made a motion to adopt Resolution 25-11; a resolution adopting the Fiscal Year 2026 Final Budget for Harrisville City, Harrisville Community Reinvestment Agency, and Four Mile Special Service District with a certified tax rate of 0.001548, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Weiss No  
Council Member Fawcett No  
Council Member Jackson Yes  
Council Member Christensen Yes  
Council Member Wilhelmsen No

The motion failed 2-3.

Council Member Fawcett stated we need to have more discussion. We have all been contacted by members of the public asking us to not increase the tax rate. What does maintaining look like. How do we represent our constituents. Council Member Christensen stated after studying the budget he wanted to maintain the revenue and go with no change. After hearing about the new storm water requirements, he believes the half rate would be the best option. Council Member Wilhelmsen stated it has taken us many years to have a healthy rainy-day fund. He is concerned about maintaining the rate to keep the rainy-day fund healthy. If we do not maintain what we have we will start depleting our funds and it will come back to haunt us. We will have 2000 more people in the city in a few years. We will have to maintain the services we offer. He wants to keep the city healthy and working correctly. Bottom line is do we do without the service or raise the money to pay for these services. By not maintaining the rate we may be putting ourselves in a bad situation down the road. Council Member Weiss stated if we maintain it will cost every citizen in the city a small amount. His concern is he was here when the city had to do a tax increase. The city never did small increases. It forced us to do a large increase. If we do not maintain we will be forced to do another large increase later.

**Motion:** Council Member Jackson made a motion to adopt Resolution 25-11; with a certified tax rate of 0.001562, second by Council Member Weiss.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, No  
Council Member Jackson, Yes  
Council Member Fawcett, No

The motion passed 3-2.

**d. Discussion/possible action to accept Authorization, Assignment, and Assumption of the Master Development Agreement for Oak Hollow Development.**

Jennie Knight stated this assignment is similar to the Summit View Subdivision. It is the same seller to the same purchaser. The City Attorney Brody Flint has reviewed the contract and gave it his approval. Staff recommends approval as well. Council Member Fawcett inquired about Oak Hollow's location. Jennie Knight stated it is by Larsen Ln and 700 North.

**Motion:** Council Member Weiss made a motion to accept Authorization, Assignment, and Assumption of the Master Development Agreement for Oak Hollow Development, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

**e. Discussion/possible action for Parks Bathrooms.**

Bryan Fife stated this is an opportunity to revisit the status of the park restrooms. We have had a lot of comments from park users inquiring why the park restrooms are not open. We are budgeting a lot of money every year for port-a-potties. He would like Council to advise on what they would like done. The restrooms by the splash pad were left unlocked overnight due to a staff accident. The bathroom was vandalized during that one night. They took the rubber door stop and melted it all over the walls, mirrors, and toilets. Council Member Christensen inquired about the cameras at the park. Jennie Knight stated we applied for a grant and were denied. We do not have the money for the cameras currently. We are working on other grants to cover the cost. It is about \$23,000 to install the cameras and then a monthly cost to run the cameras. Council Member Wilhelmsen inquired about cost of the vandalization. Bryan Fife stated the cost was \$2,817.69 for the bathroom. We have had someone try to burn down the bathrooms, spray paint, and stall doors ripped off. Council Member Wilhelmsen asked have we had to get a professional in to clean up the restrooms after vandalization. Bryan Fife stated yes, we have. We spend approximately \$9,000 on port-a-potties a year. Mayor Tait stated it is a gamble if the vandalism will outweigh the port-a-potties cost. Council Member Weiss inquired if a restroom was totally destroyed like what has happened in other cities would it be close to the port-a-potties cost. Bryan Fife stated yes, we could have a cost exceeding the port-a-potties. Council Member Wilhelmsen asked about the Fall Festival having the bathrooms open. Bryan Fife



stated we open them for events. Council Member Fawcett inquired do we have money in the capital projects fund to buy the cameras. Jennie Knight stated we do if Council decides to put the money towards cameras. Council Member Wilhelmsen asked will they help deter the vandalism. Chief Wilson stated they might. Council Member Wilhelmsen inquired how many port-a-potties do we have at the parks. Bryan Fife stated we have 4 at the Main Park and 1 at Millenium Park. He stated we had previously approached Council about using RAMP funds for the disc golf course, we could use those funds to the tune of about \$7,000 for cameras. Council Member Weiss asked can we do a social media campaign about why the restrooms are closed. Council Member Wilhelmsen inquired does this happen at every city. Bryan Fife stated it has hit a lot of neighboring cities and they are providing port-a-potties. Council Member Wilhelmsen stated he does not feel we have much of a choice right now.

**Motion:** Council Member Wilhelmsen made a motion to continue the use of port-a-potties at the parks, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

**f. Discussion/possible action to adopt Resolution 25-12; Personnel and Procedures updates.**

Chief Wilson asked to remove the officer progression scale out of city policy and put it into police policy. As they go through accreditation, they need to meet certain standards and having it in the police policy makes that easier.

**Motion:** Council Member Christensen made a motion to adopt Resolution 25-12; Personnel and Procedures updates, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

**g. Discussion/possible action to adopt Resolution 25-09; Weber County Utah Pre-Disaster Mitigation Plan.**

Jack Fogal stated this plan is a requirement for certain grants like BRIC, HMGP, and fire grants. Due to our population size, we must submit as a county for approval. He started working on this plan with the county in November of 2022. The plan was submitted to the state for approval at the end of 2024. The state gave their approval and sent the plan to FEMA for final approval. The

final step to completion is for all participating entities to adopt this plan. This includes all cities in Weber County, special service districts, and school districts. The plan required feedback from the community before submission. He thanked Council Member Wilhelmsen for allowing him to attend the senior luncheon and get their input. Many elements of Harrisville City's plan focus on how disasters can impact seniors due to their participation. Council Member Fawcett stated she read through a majority of the plan and was glad to see we are getting it in place, especially with the fire that occurred last week in North Ogden.

**Motion:** Council Member Fawcett made a motion to adopt Resolution 25-09; Weber County Utah Pre-Disaster Mitigation Plan, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

## **6. Public Comment**

Mayor Tait opened the public comment period.

Kevin Karras wanted to make a point of clarification. If you had not voted for an increase, you would have collected \$1,054,000. This is \$27,000 more than last year. The increase you really did was \$19,000. Instead of saying you want to increase your rate you should say you want to increase your budget. You should line item out every cent of that increase. He walked away not knowing what the funds would be spent on. There needs to be more clarity. If you have additional costs, you should have it lined out. What are the essential items and what do we need to give up. You just decided you were going to give up a camera. He stated he got his numbers from the auditor's office. If the bathrooms are going to be closed then close all of them. He questioned the validity of the motion for the tax increase.

Steve Mueller inquired why the pond has not had the aeration system completed. The mosquitos around the pond are bad and this would help. You have the money to put up a fence around the public works building why not the pond aeration. If we have to pay tax to the city, why are you not open about how it is being spent.

Jason Hadley appreciated the discussion about the tax increase. He has some questions and concerns. He echoes Kevin Karras about the validity of the vote. We were told the addition of the bond money would not affect property tax. We are worried about building a building and not having enough money. That would be counter intuitive about what the public was told during that meeting. The last concern is how can a council member be present and on a phone call and allowed to vote.

Mayor Tait closed the public comment period.

## **7. Mayor/Council Follow-up**

Mayor Tait asked Council to redo their motion for business item c.



**Motion:** Council Member Jackson made a motion to adopt Resolution 25-11; a resolution adopting the Fiscal Year 2026 Final Budget for Harrisville City, Harrisville Community Reinvestment Agency, and Four Mile Special Service District with a certified tax rate of 0.001562, second by Council Member Weiss.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, No  
Council Member Jackson, Yes  
Council Member Fawcett, No

The motion passed 3-2

Chief Wilson stated accreditation is 90% completed. We are waiting for a couple of updates before the auditors come to review. It would be a great thing to be accredited. We are gearing up for the start of school. We are still in need of a crossing guard.

Bryan Fife stated the splash pad restrooms are open during the day per the health department. We have staffing there during splash pad hours. We do have the pond aeration on the list of plans to complete. If Council wants it done sooner, he can adjust the priorities of the projects.

Jennie Knight stated the city adopted a policy during covid that council members can participate electronically by phone or zoom as long as it is called out. We have a meeting next Tuesday for the Board of Canvassers. We will receive final results from the county the morning of the meeting.

Council Member Wilhelmsen inquired about who to contact about the large electrical box near his house being tagged. Jesse Sainsbury stated he will get the information and let Rocky Mountain know. Council Member Wilhelmsen stated if you notify mosquito abatement they will come out and spray. We can contact as a city or residents can make the call themselves.

Council Member Weiss stated he had some neighbors who are concerned about the weeds that are long and dry in the city. Can we help clear some of them out.

Mayor Tait stated she is thankful for North View Fire and the service they provide. It was great to see the community come together and deal with the fire in North Ogden. Council Member Wilhelmsen thanked Boyd Walters for creating a fire line in the fields around his house.

## **8. Adjournment**

**Motion:** Council Member Fawcett motioned to adjourn the meeting, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes

Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

The meeting adjourned at 8:23 P.M.

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**MICHELLE TAIT**  
Mayor

**ATTEST:**

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**Jack Fogal**  
City Recorder  
Approved this 9th day of September, 2025

**MINUTES**  
**HARRISVILLE CITY BOARD OF CANVASSERS**  
**August 26, 2025**  
**363 West Independence Blvd**  
**Harrisville, UT 84404**

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Minutes of a Harrisville City Board of Canvassers meeting held on August 26, 2025 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

**Present:** Chair Michelle Tait, Board Member Karen Fawcett, Board Member Grover Wilhelmsen, Board Member Max Jackson, Board Member Steve Weiss, Board Member Blair Christensen.

**Excused:**

**Staff:** Jennie Knight, City Administrator, Jack Fogal, City Recorder, Bryan Fife, Parks and Recreation.

**Visitors:** Steven Hempel, Greg Montgomery, Greg Nahez.

**1. Call to Order.**

Chair Tait called the meeting to order and welcomed all in attendance.

**2. Opening Ceremony.**

Board Member Weiss opened with the Pledge of Allegiance.

**3. Business Items**

**a. Discussion/possible action to adopt Harrisville Resolution 25-10; a resolution approving the Canvass of the 2025 Municipal Primary Election.**

Jack Fogal presented the Canvass Summary Report. He explained we had a Primary Election on August 12, 2025. The purpose of the Primary Election was to bring the candidates for City Council from 6 to 4. He presented the Summary Results Report and the Precinct Level Results provided by Weber County. The Municipal General Election will be held November 4, 2025. The 4 candidates that received the most votes in the Primary will be included. The Municipal General Election will bring the candidates from 4 to 2.

**Motion:** Board Member Weiss made a motion to adopt Harrisville Resolution 25-10; a resolution approving the Canvass of the 2025 Municipal Primary Election, second by Board Member Fawcett.

The vote on the motion was as follows:

Board Member Wilhelmsen, Yes  
Board Member Weiss, Yes  
Board Member Christensen, Yes  
Board Member Jackson, Yes  
Board Member Fawcett, Yes

The motion passed unanimously.

#### **4. Public Comment**

Chair Tait opened the public comment period.

No public comment was offered.

Chair Tait closed the public comment period.

#### **5. Adjournment**

**Motion:** Board Member Fawcett motioned to adjourn the meeting, second by Board Member Weiss.

The vote on the motion was as follows:

Board Member Wilhelmsen, Yes  
Board Member Weiss, Yes  
Board Member Christensen, Yes  
Board Member Jackson, Yes  
Board Member Fawcett, Yes

The motion passed unanimously.

The meeting adjourned at 7:06 P.M.

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**MICHELLE TAIT**

Chair

**ATTEST:**

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**Jack Fogal**

City Recorder

Approved this 9th day of September, 2025

**MINUTES  
HARRISVILLE CITY COUNCIL  
August 26, 2025  
363 West Independence Blvd  
Harrisville, UT 84404**

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Minutes of a regular Harrisville City Council meeting held on August 26th, 2025 at 7:15 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

**Present:** Mayor Michelle Tait, Council Member Karen Fawcett, Council Member Grover Wilhelmsen, Council Member Blair Christensen, Council Member Max Jackson, Council Member Steve Weiss.

**Excused:**

**Staff:** Jennie Knight, City Administrator, Jack Fogal, City Recorder, Bryan Fife, Parks and Recreation Director.

**Visitors:** Greg Montgomery, Steven Hempel, Greg Nahez.

**1. Call to Order.**

Mayor Tait called the meeting to order and welcomed all in attendance.

**2. Opening Ceremony.**

Council Member Wilhelmsen opened with the Pledge of Allegiance.

**3. Business Items**

**Motion:** Council Member Wilhelmsen made a motion to reconsider Resolution 25-11; a resolution adopting the Fiscal Year 2026 Final Budget for Harrisville City, Harrisville Community Reinvestment Agency, and Four Mile Special Service District, second by Council Member Weiss.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously

**a. Discussion/possible action to adopt Resolution 25-11; a resolution adopting the Fiscal Year 2026 Final Budget for Harrisville City, Harrisville Community Reinvestment Agency, and Four Mile Special Service District.**

Jennie Knight stated staff is recommending reconsidering this item after conversation with the Weber County Surveyors Office. The motion last week left out the revenue. The County recommended the item be reconsidered and a new motion be made. Council Member Wilhelmsen inquired does this change anything. Jennie Knight stated this is a procedural

change. No numbers have changed. Mayor Tait stated this is being done out of an abundance of caution.

**Motion:** Council Member Wilhelmsen made a motion to adopt Resolution 25-11; a resolution adopting the Fiscal Year 2026 Final Budget for Harrisville City, Harrisville Community Reinvestment Agency, and Four Mile Special Service District with an amended certified tax rate of 0.001562 and revenue of \$1,073,737, second by Council Member Weiss.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, No  
Council Member Jackson, Yes  
Council Member Fawcett, No

The motion passed 3-2

#### **4. Public Comment**

Mayor Tait opened the public comment period.

There was no public comment offered.

Mayor Tait closed the public comment period.

#### **5. Mayor/Council Follow-up**

Bryan Fife stated Council Member Wilhelmsen informed him that Mosquito Abatement has sprayed the pond twice this year. They will be coming out monthly to spray from now on.

Jennie Knight shared that the League of Cities and Towns is hosting an event in West Haven. If Council would like to attend please let staff know so they can RSVP. We are planning on a combined Planning Commission and City Council Work Session on the affordable housing ordinance on September 9 at 6 PM. We would like collaboration on how the city should move forward. Council Member Wilhelmsen inquired what was the meeting with the League about. Jennie Knight stated it is for local leadership in the county. Mayor Tait stated Jennie Knight will present to the Utah League about our housing ordinance tomorrow.

Council Member Wilhelmsen thanked Jesse Sainsbury for getting the graffiti cleaned up around the city on power boxes. He was surprised how many places had been tagged.

Council Member Fawcett stated we are in compliance in regards to electronic meetings, because we reference state code in our code. We may want to add the specific wording to our code going forward.

Council Member Weiss inquired about the date of the Fall Festival. Bryan Fife stated it is October 21<sup>st</sup>.

#### **6. Adjournment**



**Motion:** Council Member Weiss motioned to adjourn the meeting, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

The meeting adjourned at 7:26 P.M.

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**MICHELLE TAIT**  
Mayor

**ATTEST:**

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**Jack Fogal**  
City Recorder  
Approved this 9th day of September, 2025

**HARRISVILLE CITY  
RESOLUTION 25-15**

**A RESOLUTION OF HARRISVILLE CITY ADOPTING THE  
NORTH VIEW FIRE DISTRICT COMMUNITY WILDFIRE  
PREPAREDNESS PLAN, AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, Harrisville City (hereafter referred to as the “City”) is a municipal corporation duly existing under the laws of the state of Utah;

**WHEREAS**, the City recognizes that wildland fire is one of the most significant natural hazards affecting the safety of residents, property, and community infrastructure;

**WHEREAS**, over 600 Utah communities, including those within the North View Fire District, have been identified as at risk of wildfire, and wildfire protection is a shared responsibility among citizens, property owners, developers, and local, county, state, and federal government agencies;

**WHEREAS**, the North View Fire District, in coordination with the Utah Division of Forestry, Fire and State Lands, Weber County, local stakeholders, and participating communities, has prepared a Community Wildfire Preparedness Plan (Hereafter referred to as the “CWPP”) dated July 1, 2025;

**WHEREAS**, the CWPP identifies risks, outlines strategies for prevention, preparedness, mitigation, maintenance, and establishes projects to reduce wildfire hazards and improve community resilience;

**WHEREAS**, adoption of the CWPP demonstrates the City’s commitment to wildfire risk reduction, hazard mitigation, public safety, and supports eligibility for state and federal assistance in implementing wildfire mitigation projects;

**WHEREAS**, adoption of this plan is consistent with the City’s emergency management responsibilities and with the Weber County Pre-Disaster Mitigation Plan.

**NOW, THEREFORE**, be it resolved by the City Council of Harrisville as follows:

**Section 1. Plan Adoption.**

In accordance with Utah Code Ann §10-3-7 the Harrisville City Council adopts the North View Fire District Community Wildfire Preparedness Plan as a guiding document for wildfire hazard mitigation and preparedness within Harrisville City

**Section 2. Commitment.**

The City Council expresses its intent to work collaboratively with the North View Fire District to implement the goals and recommended actions contained in the plan.

**Section 3. Effective Date.**

This Resolution shall be effective immediately upon passage and adoption.

PASSED AND ADOPTED by the Harrisville City Council this 9th day of September, 2025.

\_\_\_\_\_  
MICHELLE TAIT, Mayor

ATTEST:

\_\_\_\_\_  
Jack Fogal, City Recorder

| Roll Call Vote Tally | Yes   | No    |
|----------------------|-------|-------|
| Grover Wilhelmsen    | _____ | _____ |
| Steve Weiss          | _____ | _____ |
| Blair Christensen    | _____ | _____ |
| Max Jackson          | _____ | _____ |
| Karen Fawcett        | _____ | _____ |

**Community Wildfire Preparedness Plan**  
For the Wildland – Urban Interface  
**North View Fire District**



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July 1, 2025

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# North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

## Community Wildfire Preparedness Plan

### Declaration and Concurrence Page

*This list needs to be customized to the individual plan. Provide the names and affiliations of all cooperators. Minimum allowable signatories include **one** each from **a state entity**, a **local fire department**, and a **local government representative**. Additional signatories are highly recommended to exhibit diverse collaboration. This page will then be signed by FFSL authorities after all cooperators have reviewed the plan and concur with its contents. If needed, an additional blank signature page is provided at the end of this template and should be included here.*

Community Member/Representative First  
and Last Name

Affiliation

NAME

AFFILIATION

SIGNATURE

DATE

Jeremiah Jones

North View Fire District

NAME

AFFILIATION

SIGNATURE

DATE

Local Government Representative First  
and Last Name

Affiliation

NAME

AFFILIATION

SIGNATURE

DATE

# North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

## Community Wildfire Preparedness Plan

Tracy Swenson

Bear River Area, Area Manager



NAME

AFFILIATION

SIGNATURE

DATE

Jennifer McBride

DNR Forestry, Fire and State Lands  
Statewide WUI Program Coordinator

NAME

AFFILIATION

7/23/2025

SIGNATURE

DATE

Approved as to form. Tony Clinger, Assistant Attorney General. August 2023.

### INTRODUCTION

Over 600 of Utah's communities have been classified as "at risk" of wildfire. The safety of the citizens of any community and the protection of private property and community infrastructure is a shared responsibility between the citizens; the owner, developer, or association; and the local, county, state and federal governments. **The primary responsibility, however, remains with the local government and the citizen/property owner.**

**The purpose of wildfire protection planning is to...**

- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk.
- Enhance levels of fire and smoke resilience and protection to the communities and infrastructure
- Identify the threat of wildland fires in the area.

# North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

## Community Wildfire Preparedness Plan

- Identify strategies to reduce the risks to structures, infrastructure, and commerce in the community during a wildfire.
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk.
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives.

### **Outcomes of wildfire protection planning...**

- Achieve the National Cohesive Wildfire Strategy Goals:

#### **1. Resilient Landscaped    2. Fire Adapted Communities    3. Safe and Effective Wildfire Response**

- Improve community safety through:

|                                                                      |                                                              |                                                            |
|----------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------|
| ✓ Coordination and collaboration<br>✓ Public awareness and education | ✓ Fuel modification<br>✓ Improved fire response capabilities | ✓ Fire prevention<br>✓ Development of long-term strategies |
|----------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------|

### **RESOURCES**

*To complete a wildfire protection plan for your community, consider involving the following:*

|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ Local / Primary fire protection provider<br>✓ Local Resource, Conservation and Development Districts<br>✓ Utah Division of Forestry, Fire and State Lands<br>✓ Utah State Fire Marshal (Dept. of Public Safety)<br>✓ Utah Division of Emergency Management<br>✓ Local fire agencies<br>✓ Utah Division of Air Quality | ✓ Local emergency management services<br>✓ USDA Forest Service<br>✓ U.S. Department of Interior Agencies<br>✓ Utah Resource Conservation Districts<br>✓ Utah Soil Conservation Districts<br>✓ Local health departments |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **STATEMENT OF LIABILITY**

This template provides the outline for, and specifies the information recommended, to be included in a Community Wildfire Protection Plan (CWPP) based on information currently available.

Any associated checklists, guidance documents, assessments, activities and recommendations of fire officials, including the plans and projects outlined by the community wildfire council, are made in good faith. The Utah Division of Forestry, Fire and State Lands assumes no liability and makes no guarantee regarding the level of wildfire or smoke protection resulting from completion and implementation of this plan. Wildfire may still occur despite efforts to prevent it or contain it. The



# **North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah**

## **Community Wildfire Preparedness Plan**

intention of all decisions and actions made under this plan is to reduce the potential for, and the consequences of, wildfire.

*Last revised November 2022*

**Completed Community Wildfire Protection Plans should be submitted to the local Area Manager or Fire Management Officer with the Utah Division of Forestry, Fire and State Lands for final concurrence.**

**The Community Wildfire Protection Plan should be updated regularly as it is meant to be a living document.**

### **INSTRUCTIONS TO PREPARERS**

#### **PLANNING OVERVIEW**

*Briefly describe the overall planning process that took place to complete this plan. Be sure to include:*

- *A timeline of the events/meetings*
- *The organizations and partners that participated*
- *A description of why this planning process was initiated*
- *The overall intended outcome of the process.*
- *How outcomes were accomplished. This is much like the information described above (purpose and outcome) but tailored to your community.*

From the fall of 2024 to spring of 2025 NVFD collaborated with the following:

Bear River Area Employees – Tracy Swenson (Area Manager), Dusty Richards (FMO), Ken Theis (WUI Specialist), and Rick Cooper (Weber Fire District Fire Warden and Weber Fire District Captain)

We also kept the North View Fire District Board of Trustees in the discussion about projects and preparation.

This CWPP is intended to meet the criteria for the CWS program. To help develop the wildland fire portion of the NVFD, which is in its beginning stages, and to also have a way to express concerns to the public community members about their cities of residence wildland fire potential risks and effects.

The outcome of this collaboration was to develop this document to be baseline of information for the Districts budding wildland program.

BRA Area staff and NVFD personnel toured the three cities' identifying the potential areas of concern and the Areas where mitigation work could be done.

BRA employees also advised on the CWPP concept and the writing portions of it based on the tours we did.

**Community Wildfire Preparedness Plan**

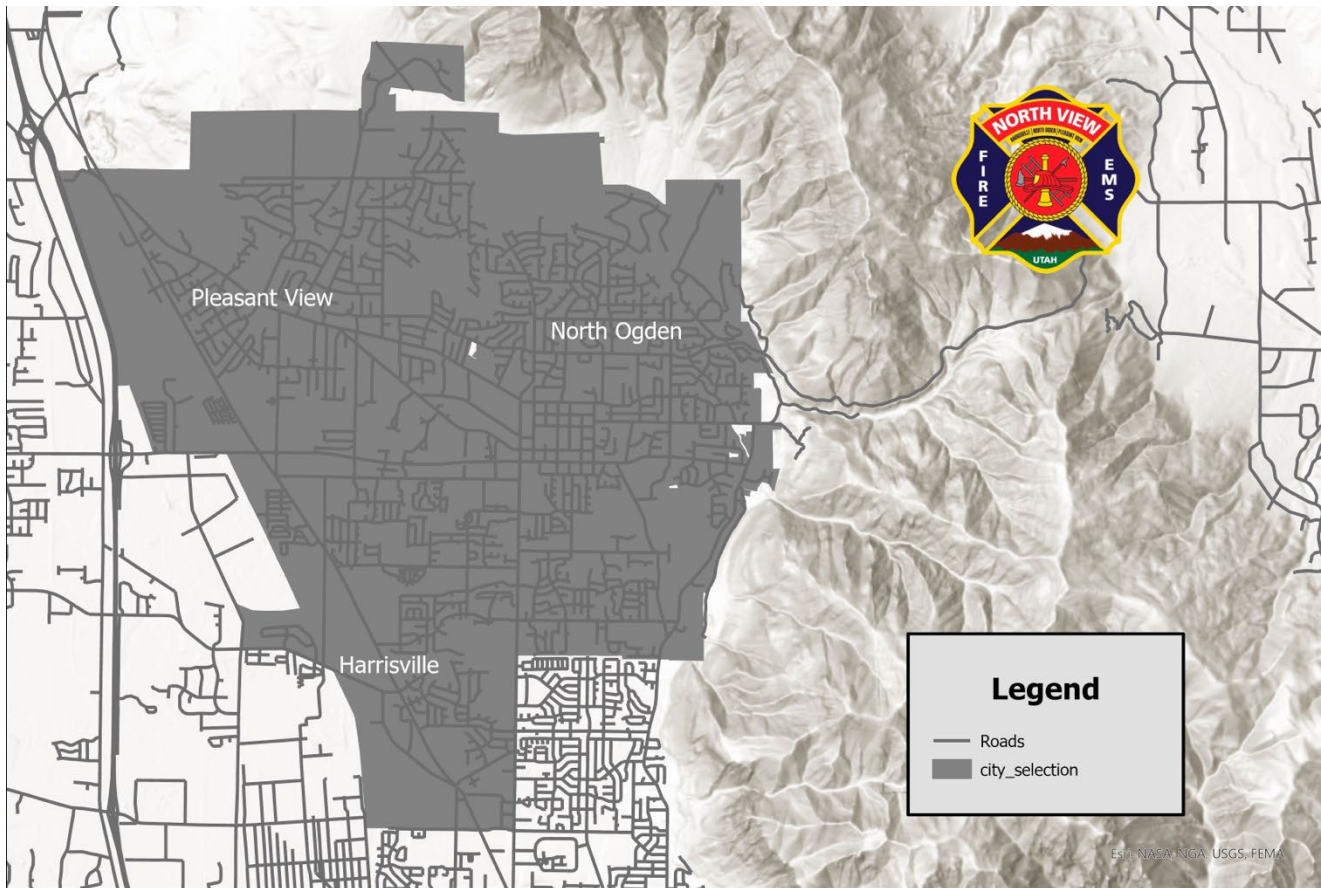
# North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

## Community Wildfire Preparedness Plan

**PLAN OVERVIEW MAP**  
**Area of Interest**  
**PART I**  
**COMMUNITY DESCRIPTION**

### Community Attributes

#### Location of Community



North View Fire District Jurisdiction Map 2025

## Community Wildfire Preparedness Plan

### Geographic Overview of the North View Fire District

The **North View Fire District** serves the northernmost portion of **Weber County, Utah**, encompassing the communities of **North Ogden, Pleasant View, and Harrisville**. This region sits at the base and along the rising slopes—commonly referred to as the “benches”—of the **Wasatch Mountain Range**, making it a uniquely challenging environment for emergency services, particularly in addressing incidents within the **Wildland Urban Interface (WUI)**.

### Wildland Urban Interface (WUI) and Geographic Challenges

The WUI within North View's jurisdiction is predominantly located along the eastern bench areas of **North Ogden and Pleasant View**, where residential development meets the steep, rugged terrain of the Wasatch Mountains. These bench areas feature **narrow, winding roads, limited access points**, and **significant elevation gains**, all of which create logistical hurdles for firefighting apparatus and personnel during wildland fire responses.

Most of the WUI areas are **situated uphill**, often several hundred feet above the valley floor. This **increased elevation** not only demands more from emergency vehicles, reducing speed and straining engines, but also elongates **response times**, especially when water supply and terrain navigation become complicating factors. Additionally, steep terrain can channel wind and amplify fire behavior, causing fires to spread more rapidly and unpredictably, often toward structures built along ridgelines and bench edges.

### Population, Growth, and Expansion Pressures

The combined population of North Ogden, Pleasant View, and Harrisville has seen **steady growth over the past decade**, with North Ogden leading in residential development on the benches. As of the most recent estimates:

- **North Ogden:** ~22,000 residents
- **Pleasant View:** ~10,000 residents
- **Harrisville:** ~8,500 residents

This growth has pushed development deeper into the WUI, increasing the number of homes and lives at risk during wildfire events. Many new homes are being built in fire-prone areas with limited ingress and egress routes, further complicating evacuation and suppression efforts.

### Geographic Isolation and Aid Limitations

North View's position at the **northern edge of Weber County** makes it **geographically isolated** from other major fire districts and departments in the county. This means that **all automatic and mutual aid resources**, whether from Ogden City, or Weber Fire District, must travel **northward and uphill** to reach the district's core WUI areas.

**Community Wildfire Preparedness Plan**

This uphill travel:

- **Slows mutual aid response times** due to topographical and traffic constraints
- Can be further hindered during **inclement weather**, particularly in winter and early spring when icy roads and snowpack delay apparatus mobility
- Reduces the **effectiveness of rapid initial attack**, which is critical in wildland firefighting

The challenge is compounded by the **limited roadway infrastructure** leading into the WUI areas, many of which are single-lane roads or cul-de-sacs with few turnaround options for engines.

**Roads, Bridges, Gates, and Culvert Conditions**

Local factors that potentially complicate emergency wildfire response include the following:

- Access issues – limited access points from main roads to the wildland urban interface (WUI)
- Locked gates – locked gates that will have to be cut in the event of an emergency
- Grade – everything is located uphill. Although we have a second station in place up higher on the bench, response times

**Structural Ignitability Concerns**

- Significant concerns for lack of defensible space in Pole Patch, The Cove, and the southeast corner of North Ogden, near the bench of the Wasatch mountains.

The residents that border the WUI, which is mainly US Forest Service lands, are incumbered by the Maple and Oak fuel types. Grasses are also prevalent in the same areas of concern (mostly Pole Patch). Mitigation measures in this habitat type are not easily accomplished due to the resident's appreciation for privacy and the country feel. Other newer areas of development are more open with tighter home spacing and far less fuels after the development and construction phases (areas in the NE portion of the District).

There are areas where some work could be done, but it is by individual land owner and many are not open to the work being done on their lands (reference the area WSW of Pole Patch that is off limits for any fuels manipulations).

Education methods with emphasis on Fire Wise landscaping and fire readiness are the best methods for protecting the community.

[Wildland Urban Interface Mitigation Desk Guide](#)

## North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

### Community Wildfire Preparedness Plan

| Community Demographics                     |                |
|--------------------------------------------|----------------|
| Approximate number of homes                | 10,249         |
| Approximate number of lots                 | 300 empty lots |
| Approximate number of commercial entities  | 530            |
| Approximate number of full-time residents  | 40,300         |
| Approximated number of part-time residents | Unknown        |
| Notes/comments:                            |                |

| Population Concerns                                                                |
|------------------------------------------------------------------------------------|
| Harrisville, Utah: 2,243<br>North Ogden, Utah: 6,744<br>Pleasant View, Utah: 2,065 |

| Community Legal Structure                                                                                                                                             |                    |              |                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------|--------------------------------------------------------------------------|
| <i>List the government entities associated with the community – city, town, unincorporated community, special service district, homeowner association(s), others.</i> |                    |              |                                                                          |
| Organization                                                                                                                                                          | Contact Person     | Phone Number | E-mail                                                                   |
| North Ogden City, Utah                                                                                                                                                | Mayor Neal Berube  | 801-737-9830 | <a href="mailto:mayor@northogdencity.gov">mayor@northogdencity.gov</a>   |
| Pleasant View City, Utah                                                                                                                                              | Mayor Leonard Call | 801-940-6231 | <a href="mailto:lcalls@pleasantviewut.gov">lcalls@pleasantviewut.gov</a> |
| Pole Patch, Pleasant View, Utah                                                                                                                                       | Shawn Maynard      | 801-458-4328 | <a href="mailto:Utah_air@msn.com">Utah_air@msn.com</a>                   |
|                                                                                                                                                                       |                    |              |                                                                          |
|                                                                                                                                                                       |                    |              |                                                                          |

**Community Wildfire Preparedness Plan**

| <b>Restricting Covenants, Ordinances etc. (Attach as Appendix C)</b><br>For example, home association bylaws may have requirements regarding building construction materials or vegetation removal, or regarding access in a gated community. |                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Source</b>                                                                                                                                                                                                                                 | <b>Details</b>                                                                                                                                   |
| (CITE Uniform WUI Code here, if applicable)                                                                                                                                                                                                   |                                                                                                                                                  |
| Various subdivision plats require residential sprinkler systems                                                                                                                                                                               | Based on water calculations and SF footprint, various plats require residents to install residential sprinkler systems on new construction homes |
|                                                                                                                                                                                                                                               |                                                                                                                                                  |

**PART II:**

**RISK ASSESSMENT**

| <b>Community Values at Risk</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>In North Ogden and Pleasant View, wildfire risks extend far beyond residential structures, posing serious threats to critical infrastructure, natural resources, and public health, include the following:</p> <p>Watershed areas, including those feeding into Pineview Reservoir, are vulnerable to post-fire erosion and contamination, potentially impacting drinking water and irrigation.</p> <p>Power lines, particularly those managed by Rocky Mountain Power along the city borders, are at risk of fire damage or may necessitate preemptive shutoffs, leading to widespread outages.</p> <p>Communication infrastructure, such as cell towers and fiber optic lines, is also susceptible, which could disrupt emergency alerts and response coordination.</p> <p>Key transportation routes, including Mountain Road and SR-89, are essential for evacuation and emergency access but may become impassable during wildfires.</p> <p>Additionally, fires threaten wildlife habitats, reduce biodiversity, and damage ecosystems vital to recreation and tourism.</p> <p>Smoke from wildfires can significantly degrade air quality, particularly affecting vulnerable populations, while the economic impact from suppression costs, infrastructure damage, and business disruption can place heavy financial strain on local communities.</p> |

## North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

### Community Wildfire Preparedness Plan

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#### **Estimated Values at Risk**

*Provide an approximation of the estimated current values of residential and commercial property in the area. The County Assessor should be able to assist with this information.*

|                                                                        |                |
|------------------------------------------------------------------------|----------------|
| <b>Estimated values at risk of commercial and residential property</b> | \$1.34 Billion |
| <b>Year</b>                                                            | 2025           |

#### **Insurance Rating**

**Protection Capabilities:** Insurance Services Organization (ISO) rating for the community will serve as an overall indicator of its fire protection capabilities:

1 - Moderate - ISO Rating of 6 or lower. 2 - High - ISO Rating of 7-9. 3 - Extreme - ISO Rating of 10

*You can contact your local fire department to find your ISO rating*

|                            |   |
|----------------------------|---|
| ISO Fire Insurance Rating: | 3 |
|----------------------------|---|

### Communities at Risk Score

| <b>Communities At Risk Score (CARS)</b> |   |
|-----------------------------------------|---|
| Score:                                  |   |
| North Ogden                             | 3 |
| Pleasant View                           | 3 |
| Pole Patch                              | 8 |
| Harrisville                             | 2 |



**North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah**

**Community Wildfire Preparedness Plan**

| Area Fire History  |                                       |                                  |              |
|--------------------|---------------------------------------|----------------------------------|--------------|
| Month/Year of fire | Ignition point                        | Ignition source                  | Acres burned |
| July 14, 2020      | Powerline road east bench North Ogden | Heavy Equipment Operating        | 78           |
| July 22, 2016      | West of Pole Patch                    | UTV in tall grass                | 89           |
| July 1991          | North Ogden Long Bench                | Unknown                          | Unknown      |
| July 10, 2012      | 3925 N. 525 E. North Ogden            | Intentionally set stolen vehicle | 6 acres      |
|                    |                                       |                                  |              |

**Community Wildfire Preparedness Plan**

**Wildfire Risk**

*Wildfire Risk is a combined assessment of the likelihood of a fire occurring (Threat) and the values of most concern potentially adversely impacted by fire (Fire Effects). Fire Effects consist of the Impacts on Values and Suppression Difficulty.*

*The Wildfire Threat Index is derived from historical fire occurrence, landscape characteristics including surface fuels and canopy fuels, percentile weather derived from historical weather observations and terrain conditions. [Utah Wildfire Risk Assessment Portal \(UWRAP\)](#)*

*The UWRAP provides a consistent, comparable set of scientific results to be used as a foundation for wildfire mitigation and prevention planning in Utah. **Including maps from the UWRAP report may also be beneficial in this section and can be attached as Appendix D. Consider using the following as an example.***

|                                      |                                  |
|--------------------------------------|----------------------------------|
| ● <i>Location Specific Ignitions</i> | ● <i>Fire Occurrence Density</i> |
| ● <i>Water Impacts</i>               | ● <i>Rate of Spread</i>          |
| ● <i>Suppression Difficulty</i>      | ● <i>Fire Effects</i>            |

*The UWRAP Area of Interest Report can be generated using the Advanced Viewer which you will need a registered account to be able to access.*

[UWRAP Basic Viewer](#) Basic Viewer

[UWRAP User Manuals](#)

## North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

### Community Wildfire Preparedness Plan

#### **PARTNERSHIPS AND COLLABORATION**

*In detail, what are the wildfire mitigation priorities for your community? Describe how the community is coordinating with partners and adjoining agencies identified in this document. (This section can be added to as new projects and partners are developed. Community buy-in, and desires to support and move these projects forward, is critical to overall success.)*

North View Fire District (NVFD) is dedicated to ensuring that all personnel are fully qualified for wildland fire response. As part of this commitment, Red Card certification remains a requirement for all employees. Currently, two members of the department have not yet completed certification; however, both are enrolled in a training course set to begin at the end of April. Once the course is completed, they will achieve Red Card status, bringing the District into full compliance.

NVFD also works closely with neighboring agencies through automatic and mutual aid agreements. Captain Rick Cooper, Weber County Fire Warden, has provided valuable support during this process, and we greatly value our ongoing partnership. Additionally, the District continues to collaborate with Ogden City Fire Department as part of our shared commitment to regional fire service coordination and readiness.

Our primary areas of focus within the wildland-urban interface include:

- **The Cove** (North Ogden)
- **Pole Patch** (Pleasant View)
- **The southeast portion of Mountain Road near Frank's Auto** (North Ogden)

#### **Past Accomplishments**

## North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

### Community Wildfire Preparedness Plan

|                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Prevention-</b> Activities directed at reducing unplanned, human caused, fire ignitions, including public education, law enforcement, personal contact.                                                                                                                    | North View Fire District has been involved in several prevention efforts throughout the past several years. Going door-to-door in high-risk areas and educating homeowners about defensible space and areas of home hardening. This was accomplished on the southeast side of Mountain Road in North Ogden, and Pole Patch in Pleasant View.                                                                                                  |
| <b>Preparedness-</b> Activities that lead to a state of response readiness to contain the effects of wildfire to minimize loss of life, injury, and damage to property. Including access to home/community, combustibility of homes/structures and creating survivable space. | North View Fire District purchased a 2023 Skeeter Type 6 Brush Truck which was delivered in May 2023. NVFD is working with the county Fire Warden and BRA FMO to establish wildland fire qualifications of personnel.                                                                                                                                                                                                                         |
| <b>Mitigation-</b> Actions that are implemented to reduce or eliminate risks to persons, property or natural resources including fuel treatments and reduction.                                                                                                               | <b>We have also coordinated a chipper days in Pole Patch, where we assisted homeowners to clear oak brush from around their houses and cutback brush from roadways, increasing access. Every year, North Ogden City coordinates a city clean-up. During this time, residents can bring green waste without charge. Although tracking is very difficult to determine where the green waste comes from, it improves many areas in the city.</b> |
| <b>Maintenance-</b> The process of preserving actions that have occurred including fuel treatments and reduction.                                                                                                                                                             | Once we begin mitigation work in conjunction with Rocky Mountain Power, we will continue to maintain the powerline corridor, as needed to ensure it remains maintained.                                                                                                                                                                                                                                                                       |

## North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

### Community Wildfire Preparedness Plan

#### **PART III: RISK REDUCTION GOALS/PROPOSED ACTIONS**

**Goals of Plan:** *Provide a brief statement under the Prevention, Preparedness, Mitigation and Maintenance goals. These should align with the pillars of the National Cohesive Strategy and the Utah Catastrophic Wildfire Reduction Strategy (1. Resilient Landscapes 2. Fire Adapted Communities 3. Safe and Effective Wildfire Response).*

**Identification of Actions:** *Provide detailed project information. These projects/actions should be listed in order of priority, can be mapped/tracked in the Utah Wildfire Risk Assessment (UWRAP) portal <https://wildfirerisk.utah.gov/> and should be consistent with a Cooperative Agreement in compliance with the Wildfire Policy if applicable.*

| <b>PREVENTION</b><br><i>Activities directed at reducing unplanned, human caused, fire ignitions, including public education, law enforcement, personal contact.</i>                                                                                                                                                       |                                   |                                  |                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------|-----------------------------------------|
| <b>Action(s):</b>                                                                                                                                                                                                                                                                                                         | <b>Timeline:</b>                  | <b>Entity or Community Lead:</b> | <b>Completion Date:</b>                 |
| Door hangers will be distributed in the targeted areas of Pole Patch (Pleasant View), The Cove (North Ogden), and the subdivision on the southeast corner of our jurisdiction, near Frank's Auto (North Ogden)The door hanger is uploaded as an appendix. The QR code will allow residents to schedule a home assessment. | Every other year starting in 2025 | North View Fire District         | Annually, Late Spring into early Summer |
| Educational Materials Distributed targeted areas of Pole Patch (Pleasant View), The Cove (North Ogden), and the subdivision on the southeast corner of our jurisdiction, near Frank's Auto (North Ogden)                                                                                                                  | Annually                          | North View Fire District         | Annually, summer months                 |

## North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

### Community Wildfire Preparedness Plan

|                                                                                                                                                                    |                           |                          |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|-------------------|
| 8 inspections in the WUI were completed by Captain Matt Lee. Explanation was given on defensible space and home hardening suggestions in accordance with Firewise. | April 10, 2025 – May 2030 | North View Fire District | Annually, Ongoing |
|                                                                                                                                                                    |                           |                          |                   |
| <i>Notes, updates, measured outcomes, and monitoring</i>                                                                                                           |                           |                          |                   |

| <b>PREPAREDNESS</b><br><i>Activities that lead to a state of response readiness to contain the effects of wildfire to minimize loss of life, injury, and damage to property. Including access to home/community, combustibility of homes/structures and creating survivable space.</i> |                  |                                  |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------|------------------------------------|
| <b>Action(s):</b>                                                                                                                                                                                                                                                                      | <b>Timeline:</b> | <b>Entity or Community Lead:</b> | <b>Completion Date:</b>            |
| Wildland cross training of NVFD personnel                                                                                                                                                                                                                                              | Annually         | NVFD and Weber FD                | Spring and Fall annually           |
| Building equipment needs/cache such as PPE and wildland tools                                                                                                                                                                                                                          | Annually         | NVFD                             | Year round as funds are available. |
|                                                                                                                                                                                                                                                                                        |                  |                                  |                                    |

## North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

### Community Wildfire Preparedness Plan

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| <b>MITIGATION</b><br><i>Actions that are implemented to reduce or eliminate risks to persons, property or natural resources including fuel treatments and reduction.</i>                                                                                                                                            |                                             |                                                                                             |                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------|
| <b>Action(s):</b>                                                                                                                                                                                                                                                                                                   | <b>Timeline:</b>                            | <b>Entity or Community Lead:</b>                                                            | <b>Completion Date:</b> |
| Mitigation will be achieved by following up with chipper days in certain areas that have previously been attended to.                                                                                                                                                                                               | Beginning fall 2025-2030                    | North View Fire District/Weber Fire District                                                | Ongoing, Annually       |
| Fire Hydrant Maintenance: North View Fire District has divided its jurisdiction into 7 zones. All fire hydrants near and within the WUI, caps will be opened, valves opened, and threads greased.                                                                                                                   | Annually, Spring-Fall 2025-2030             | North View Fire District<br>North Ogden Water,<br>Pleasant View Water,<br>Bonna Vista Water | Ongoing Annually        |
| A key mitigation priority for The Cove and Pole Patch is coordinating with Rocky Mountain Power to clear the powerline access road, located along the northern boundary between Pleasant View and North Ogden. This initiative will involve trimming encroaching vegetation within the easement and utilizing heavy | Annually in spring & early summer 2025-2030 | North View Fire District,<br>Rocky Mountain Power,<br>Weber Fire District                   | Ongoing, Annually       |

**North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah**

**Community Wildfire Preparedness Plan**

|                                                                                              |                                |                          |                      |
|----------------------------------------------------------------------------------------------|--------------------------------|--------------------------|----------------------|
| equipment to restore the road to bare soil, thereby improving access and reducing fire risk. |                                |                          |                      |
| Chipper Days (Pole Patch & The Cove)                                                         | September/October<br>2025-2030 | North View Fire District | Annually,<br>Ongoing |
| <i>Notes, updates, measured outcomes, and monitoring</i>                                     |                                |                          |                      |

| <b>MAINTENANCE</b><br><i>The process of preserving actions that have occurred including fuel treatments and reduction.</i>         |                                              |                                              |                         |
|------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------|-------------------------|
| <b>Action(s):</b>                                                                                                                  | <b>Timeline:</b>                             | <b>Entity or Community Lead:</b>             | <b>Completion Date:</b> |
| Continued maintenance will be achieved on the powerline road that stretches along the long bench of Pleasant View and North Ogden. | September 1, 2025<br>– September 30,<br>2025 | North View Fire District/Weber Fire District | September 30, 2025 📅    |
|                                                                                                                                    |                                              |                                              |                         |
|                                                                                                                                    |                                              |                                              |                         |
|                                                                                                                                    |                                              |                                              |                         |



**North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah**

**Community Wildfire Preparedness Plan**



## North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

### Community Wildfire Preparedness Plan

#### **PART IV: CONTACTS**

| Community Planning Committee - Member  |                          |                     |                                                                              |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------|------------------------------------------------------------------------------|
| <b>The contacts in this part identify community resources that can be used to complete the goals of the plan.</b>         |                          |                     |                                                                              |
| <b>Name</b>                                                                                                               | <b>Affiliation</b>       | <b>Phone Number</b> | <b>E-mail</b>                                                                |
| Kris Maxfield                                                                                                             | North View Fire District | 801-859-8423        | <a href="mailto:kmaxfield@northviewfire.gov">kmaxfield@northviewfire.gov</a> |
| Jeremiah Jones                                                                                                            | North View Fire District | 801-645-3475        | <a href="mailto:jjones@northviewfire.gov">jjones@northviewfire.gov</a>       |
| Ryan Barker                                                                                                               | North Ogden City         | 801-814-4306        | <a href="mailto:rbarker@northviewfire.gov">rbarker@northviewfire.gov</a>     |
|                                                                                                                           |                          |                     |                                                                              |

## North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

### Community Wildfire Preparedness Plan

| Key Stakeholder Contacts                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |                |              |                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|--------------|------------------------------------------------------------------------|
| <b>Individuals who live/work in the community, tribe(s), entities that manage infrastructure, schools and other public facilities, those who provide emergency response (fire/police, etc.), land managers (federal, such as U.S. Forest Service (USFS) and U.S. Department of the Interior (DOI), and state and local representatives, etc.), 4-H groups, faith-based groups, resource conservation districts, media and anyone who is interested/or would be affected by a wildfire emergency.</b> |                |                |              |                                                                        |
| Organization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Title          | Contact Person | Phone Number | E-mail                                                                 |
| North View Fire District                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Deputy Chief   | Jeremiah Jones | 801-645-3475 | <a href="mailto:jjones@northviewfire.gov">jjones@northviewfire.gov</a> |
| North View Fire District                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Captain        | Matt Lee       | 801-391-0940 | <a href="mailto:mlee@northviewfire.gov">mlee@northviewfire.gov</a>     |
| Weber Fire District/State Forestry                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Captain/Warden | Rick Cooper    | 435-760-2092 | <a href="mailto:rcooper@weberfd.com">rcooper@weberfd.com</a>           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                |              |                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                |              |                                                                        |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                |              |                                                                        |

| Utilities                                                                       |       |                |              |        |
|---------------------------------------------------------------------------------|-------|----------------|--------------|--------|
| <b>Those who manage utilities: power, gas and phone services (cell towers).</b> |       |                |              |        |
| Organization                                                                    | Title | Contact Person | Phone Number | E-mail |
| Rocky Mtn Power                                                                 |       |                |              |        |
|                                                                                 |       |                |              |        |
|                                                                                 |       |                |              |        |

**North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah**

**Community Wildfire Preparedness Plan**

|  |  |  |  |  |
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|  |  |  |  |  |

## North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

### Community Wildfire Preparedness Plan

#### APPENDIX

##### **Appendix A: Community Wildfire Evacuation Plan**

Currently there is no written evacuation plan. Weber County Sheriffs office is ultimately responsible for Emergency Evacuations.

Evacuations will generally be away from the threat and also downhill to the west.

##### **Appendix B: (\*Optional) Community Smoke Mitigation Plan**

n/a. NVFD is not doing any Rx Burning and smoke mitigation for wildfires is aggressive IA to put the fires out.

##### **Appendix C: Restricting Covenants and Ordinances**

n/a

##### **Appendix D: UWRAP Report**

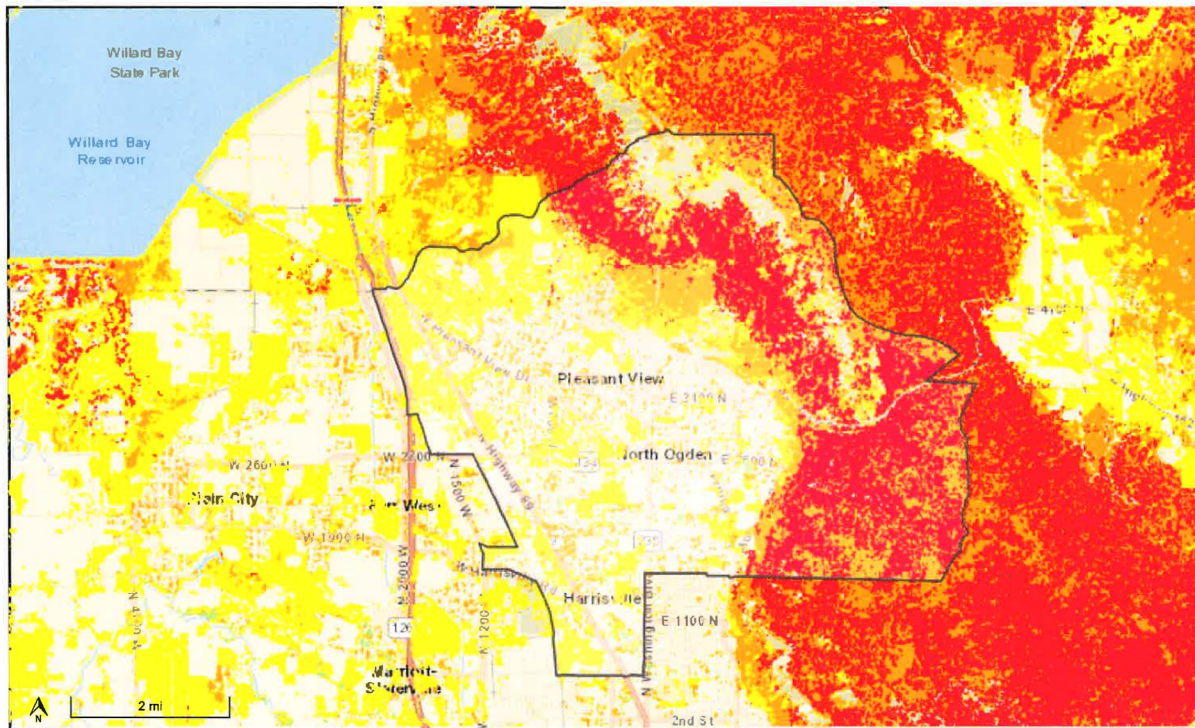
*Narrative:* Click or tap here to enter text.

# North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah

## Community Wildfire Preparedness Plan

### North View Fire District

Wildfire Hazard Potential



Report Created:  
7/9/2025 - 8:36:08 AM

Utah Wildfire Risk Explorer  
<https://wrap.wildfirerisk.utah.gov>

The user assumes the entire risk related to their use of the Utah Wildfire Risk Explorer and either the published or derived products from these data. UTAH DNR is providing these data "as is" and disclaims any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will UTAH DNR be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of these data.



**North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah**

**Community Wildfire Preparedness Plan**

Additional signature page (*Insert after page 3 if needed*)

|           |             |
|-----------|-------------|
| _____     | _____       |
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| Name      | Affiliation |
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**North View Fire District – North Ogden, Pleasant View, & Harrisville, Utah**

**Community Wildfire Preparedness Plan**

|       |             |
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| _____ | _____       |
| Name  | Affiliation |

\_\_\_\_\_

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| Name  | Affiliation |

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| _____     | _____ |
| Signature | Date  |

\_\_\_\_\_



**HARRISVILLE CITY  
ORDINANCE 566**

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING THE MASTER DEVELOPMENT AGREEMENT FOR COPPERWOODS SUBDIVISION LOCATED AT APPROXIMATELY 1956 NORTH HIGHWAY 89 BASED ON APPLICATION FILED WITH THE CITY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Harrisville City (hereinafter “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

**WHEREAS**, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

**WHEREAS**, Title 10, Chapter 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development and *Utah Code Ann.*

**WHEREAS**, the City has received an application to amend the Master Development Agreement for the Copperwoods Development of Harrisville City filed by the putative property owner, Direct Homes, and desires to act upon the same

**WHEREAS**, the attached Exhibits contain the required Master Development Plan and legal description for the area of the proposed amendment;

**NOW, THEREFORE, be it Ordained** by the City Council of Harrisville City, Utah as follows:

**Section 1: Master Development Plan Amendment.** The Master Development Plan attached herein as Exhibit “A” which are hereby amended and incorporated herein by this reference are amended as the Master Development Plan.

**Section 2: Severability.** If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of the ordinance, shall be severed from the remainder which remainder shall continue in full force and effect.

**Section 3: Effective Date.** This Ordinance takes effect immediately after approval and posting.

**PASSED AND APPROVED** by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
**MICHELLE TAIT**, Mayor

**ATTEST:**

\_\_\_\_\_  
**JACK FOGAL**, City Recorder

**RECORDED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PUBLISHED OR POSTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING**

According to the provision of UCA §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that the foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) 2150 North, and 3) Harrisville Cabin on the above reference dates.

\_\_\_\_\_  
**City Recorder**

**DATE:** \_\_\_\_\_

DRAFT

# **FIRST AMMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE COPPERWOODS**

THIS FIRST AMMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT is made  
and entered as of this

\_\_\_\_\_ of \_\_\_\_\_, 2025 by and between HARRISVILLE CITY and Direct Homes, Inc.

---

## **Recitals**

A. Harrisville City and Direct Homes, Inc. entered into that certain **Master Development Agreement dated January 11, 2022** (the “Agreement”) recorded February 10, 2022 as Weber County Entry #3217081, which governs the development of approximately 3.71 acres of real property described therein (the “Property”).

B. The parties desire to amend certain provisions of the Agreement to allow an increased timeline to start construction of the commercial building.

C. The City has found that this Amendment is consistent with the intent of Harrisville City’s General Plan.

---

## **Agreement**

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Amendment to Section 2.4.5.**

Section 2.4.5 of the Agreement is hereby amended in its entirety to read as follows:

Commercial Building Sequencing. Master Developer shall commence development and construction of the commercial building not later than 24 months from the signing of this First Amendment to the Master Development Agreement.

2. **Conditional Expiration of Amendment.**

This Amendment shall automatically expire and be of no further force or effect ninety (90) days after the date of execution unless the following conditions have been satisfied to the reasonable satisfaction of the City:

- (1) **Certificate of Substantial Completion.** Substantial completion and all checklist items shall be completed.

- (2) **Completion of Site Improvements.** Improvements to the Property shall be completed as shown in **Exhibit A**, including, but not limited to: (a) installation of perimeter fencing, (b) construction of the parking area, (c) installation of two (2) landscaped islands with one (1) tree each, and (d) grading of the parking lot.
- (3) **Commercial Construction Contract.** Developer shall provide the City with a fully executed contract obligating the commencement of vertical commercial construction on the Property, with said commencement being no later than twenty-four (24) months from the date of execution of this Amendment.
- (4) **Maintenance Plan Submission.** Developer shall submit to the City a written maintenance plan, in form reasonably acceptable to the City, providing for ongoing maintenance of the uncompleted portion of the commercial area until construction is commenced.
- (5) **Ongoing Compliance with Maintenance Plan.** Failure by Developer to implement and adhere to the approved maintenance plan shall constitute a default, and the City may, at its sole discretion, declare this Amendment null and void at any time thereafter.

If the foregoing conditions (1) through (4) are not satisfied within ninety (90) days of the date of execution, this Amendment shall be deemed null and void, and the Master Development Agreement shall automatically revert to its prior terms as if this Amendment had never been executed.

3. **Restriction on Building Occupancy Permits.**

The Parties agree that City shall not issue any building permits for 15% of the residential units until the City determines that the conditions set forth in the previous Section 2 items (1) through (4) have been fully satisfied.

4. **No Other Changes.**

Except as expressly amended herein, all terms and conditions of the Agreement remain in full force and effect.

5. **Counterparts.**

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

6. **Authority.**

The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA Amendment. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA Amendment lawfully binding the City pursuant to Ordinance 522 adopted by the City on \_\_\_\_\_, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein written.

**MASTER DEVELOPER SIGNATURES**

Master Developer Representative

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MASTER DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )

:ss.

COUNTY OF WEBER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_ ,  
who being by me duly sworn, did say that he is the Manager of \_\_\_\_\_, and that  
the foregoing instrument was duly authorized by the company at a lawful meeting held by  
authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_ Residing at: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through  
their respective, duly authorized representatives as of the day and year first herein written.

CITY SIGNATURES

Harrisville City Representative

Approved as to form and legality:

\_\_\_\_\_  
By: Michelle Tait, City Mayor

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## CITY ACKNOWLEDGMENT

STATE OF UTAH )

:ss.

COUNTY OF WEBER )

On the \_\_\_\_ day of \_\_\_\_\_, 2025 personally appeared before me \_\_\_\_\_ who, being by me duly sworn, did say that she is the City Mayor of Harrisville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:          Residing at: \_\_\_\_\_



Area/Field to be graded to ensure water retention away from adjacent parking, sidewalks, and buildings.

ISLAND TO BE BUILT  
AND LANDSCAPED

FUTURE CURB SHOWN  
FOR REFERENCE  
ONLY

AREA/FIELD TO BE  
CLEANED AND MAINTAINED

PROPOSED TEMP PARKING LOT WITH  
22 NEW STALLS  
18 EXISTING STALLS FOR A TOTAL OF 40 STALLS  
OR 2.615 PARKING SPOTS PER UNIT

ISLAND TO BE BUILT  
AND LANDSCAPED

OB

17

Parking area or equivalent parking area must remain available during commercial construction

Include one tree in each landscape island.

REGISTERED PROFESSIONAL ENGINEER  
NO.368590  
ADAM V.  
MACKELPRANG  
8-19-2025  
STATE OF UTAH

**ALLIANCE CONSULTING  
ENGINEERS**  
150 EAST 200 NORTH SUITE P  
LOGAN, UTAH 84321  
(435)755-5121  
alliance@logan@ydhoo.com

[illegible]

THE COPPERWOODS  
AT HARRISVILLE

SITE TEMP PARKING LOT

DATE : SEPT,2021  
DRAWING No. 4

# EXHIBIT A



**HARRISVILLE CITY  
RESOLUTION 25-14**

**A RESOLUTION ADOPTING A FRANCHISE AGREEMENT  
BETWEEN THE CITY OF HARRISVILLE, UTAH AND CONNEXT  
NETWORKS LLC; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Harrisville City (hereafter referred to as the “City”) is a municipal corporation duly existing under the laws of the state of Utah;

**WHEREAS**, Utah Code Annotated §10-8-84 and 10-8-60 enables the City to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

**WHEREAS**, the parties have negotiated the Fiber Franchise Agreement between the City of Harrisville and Connex Networks LLC, (hereafter “Agreement”) attached herein as Exhibit “A” incorporated by this reference;

**WHEREAS**, franchise agreements are a common practice for municipalities in managing and regulating business that provides certain services in the City and in the public right-of-way;

**WHEREAS**, City Council finds that the public convenience and necessity, public safety, health, and welfare is served by approving this Agreement.

**NOW, THEREFORE**, be it resolved by the City Council of Harrisville City as follows:

**Section 1. Agreement.**

Fiber Franchise Agreement between the City of Harrisville and Connex Networks LLC, (hereafter “Agreement”) attached herein as Exhibit “A” incorporated by this reference is hereby approved and adopted. The Mayor is authorized to execute the Agreement and any other documents to effectuate this Agreement.

**Section 2. Effective Date.**

This Resolution shall be effective immediately upon passage and adoption

PASSED AND ADOPTED by the Harrisville City Council this 9th day of September, 2025.

---

MICHELLE TAIT, Mayor

Roll Call Vote Tally    Yes    No

Grover Wilhelmsen    \_\_\_\_\_    \_\_\_\_\_

Steve Weiss    \_\_\_\_\_    \_\_\_\_\_

ATTEST:

|                   |       |       |
|-------------------|-------|-------|
| Blair Christensen | _____ | _____ |
| Max Jackson       | _____ | _____ |
| Karen Fawcett     | _____ | _____ |

\_\_\_\_\_  
Jack Fogal, City Recorder

DRAFT

FRANCHISE AGREEMENT  
BETWEEN CITY OF HARRISVILLE, UTAH  
AND CONNEXT NETWORKS LLC.

This Franchise Agreement ("Franchise") is between Harrisville City, a municipal corporation of the State of Utah, hereinafter referred to as "the Franchising Authority" and Connex Networks LLC, a Utah Limited Liability Company, located at 1186 E 4600 S, Ogden UT 84403, hereinafter referred to as "the Grantee." The Franchising Authority and the Grantee are referred to together as "the Parties".

The Franchising Authority hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet certain fiber-related needs of the community, and having afforded the public adequate notice, desires to enter into this Franchise with the Grantee for the construction and operation of a Fiber System on the terms set forth herein.

SECTION 1

Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

A. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. "Fiber System" means the Grantee's facility, consisting of a set of fiber optic cables and associated signal generation, reception, and control equipment that is designed to provide fiber-related services which is provided to multiple Subscribers within the Service Area.

C. "FCC" means Federal Communications Commission or successor governmental entity thereto.

D. "Franchising Authority" means City of Harrisville, Utah, or the lawful successor, transferee, or assignee thereof.

E. "Grantee" means Connex Networks LLC of Utah, or the lawful successor, transferee, or assignee thereof.

F. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the Franchising Authority.

G. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, alley, court, boulevard, sidewalk, parkway, way, lane, public way,

drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Fiber System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Fiber System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other properly as may be ordinarily necessary and pertinent to the Fiber System. Public Way shall not include bike paths or trails not dedicated for utility services or compatible uses.

H. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

I. "Standard Installation" is defined as up to one hundred twenty-five (125) feet from the nearest fiber access point to the Subscriber's optical network termination.

J. "Subscriber" means a Person or user of the Fiber System who lawfully receives Fiber Service on the Fiber System with the Grantee's express permission.

## SECTION 2

### Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Fiber System in, along, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Fiber System.

2.2 Competitive Equity. The Grantee acknowledges and agrees that the City reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Fiber Services within the City; provided, the City agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; Public, Education and Government access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and

financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

2.3 Term. The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the Effective Date of the Franchise as set forth in subsection 8.7, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

### SECTION 3

#### Standards of Service

3.1 Conditions of Occupancy. The Fiber System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways and other utilities and franchise holders using the public way.

3.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance and regulations, to the extent the provisions of the ordinance or regulations, do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise

3.3 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Fiber System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and in a manner reasonably approved by the Director of Public Works. Except in the event of an emergency, Grantee shall provide Franchising Authority two week's advance notice of work in the Public Way except for the installation of service drops to homes.

3.4 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than five (10) business days in the event of a temporary relocation and no less than ten (30) business days for a permanent relocation, the Grantee shall, at its own expense except as provided by law or entitlement, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services.

3.5 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given

reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.6 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Fiber System within Public Ways in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables, or other equipment.

3.7 Safety Requirements. Construction, operation, and maintenance of the Fiber System shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Fiber System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.8 Aerial and Underground Construction. Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid. All other codes and ordinances of the Franchising Authority that pertain to such construction shall be complied with.

C. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electronic services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall consult with the City Engineer to determine whether the construction will be aerial or underground, and wherever possible depending on the season and the location construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, underground

B. For the purposes of this Franchise, with the exception of service drops, facilities to be placed "underground" shall be at least eighteen (18) inches below the surface grade.

C. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment.

3.9 Extensions of the Fiber System Not Required. The Grantee shall not be required to provide fiber services to locations within the Service Area which are not financially and technically feasible. The Grantee shall have the right, but not the obligation, to extend the Fiber System into any portion of the Service Area where another operator is providing Fiber Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 New Construction. In cases of new subdivision construction, the developer shall give Grantee reasonable notice of such construction or development and the particular date of which

open trenching will be available for the Grantee's installation of conduit. Costs of trenching shall be borne by the developer unless agreed to otherwise between Grantee and developer.

3.11 Technical Standards. The Grantee is responsible for insuring that the Fiber System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal laws to enforce compliance with such standards.

3.12 Customer Service Standards.

A. Fiber System office hours and telephone availability.

1. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week.

- a. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours, as defined herein.
- b. After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.

2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, will not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed thirty (30) seconds. These standards will be met no less than ninety percent (90%) of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis.

3. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints during the previous two (2) years indicates a clear failure to comply with the standards.

4. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three percent (3%) of the time.

5. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

B. Installations, outages and service calls. Under Normal Operating Conditions, each of the following five (5) standards will be met no less than ninety-five percent (95%) of the time, as measured by the Grantee on a quarterly basis:

1. Standard installations will be performed within seven (7) business days after an order has been placed and the customer is ready to take service. Standard installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.
2. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.
3. The Grantee will provide "appointment window" alternatives for installations, service calls and other installation activities, which will be either a specific time, or at maximum, a four (4) hour time block during Normal Business Hours.
4. The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.
5. If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Grantee will contact the subscriber as soon as possible but no later than thirty (30) minutes before the "appointment window" begins. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

C. Communications between the Grantee and Subscribers.

1. Notifications to Subscribers:
  - a. The Grantee shall provide written information on each of the following areas at the time of installation of service, and at any time upon request:
    - i. Products and services offered;
    - ii. Prices and options for services and conditions of subscription to programming and other services;
    - iii. Installation and service maintenance policies; and
    - iii Billing and complaint procedures, including the address and telephone number of the local Franchising Authority's office.
  - b. Subscribers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the



Fiber System and in writing. Notice will be given to Subscribers a minimum of thirty (30) days in advance if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

2. Billing:

- a. Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly describe all activity during the billing period, including optional charges rebates and credits.
- b. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within thirty (30) days from receipt of the complaint.

3. Refund checks will be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if service is terminated.

4. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

D. The Franchising Authority reserves its right to establish lawful standards beyond those established by this Franchise including:

1. Customer service requirements;
2. Construction schedules and other construction related requirements;
3. Consumer protection laws.

E. Definitions: For purposes of this Section, the following definitions shall apply:

1. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" shall include some evening hours at least one (1) night per week and/or some weekend hours. The Grantee will notify its Subscribers and the Franchising Authority of its Normal Business Hours.
2. "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinary and within the control of the

Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Fiber System.

## SECTION 4

### Regulation by the Franchising Authority

#### 4.1 Franchise Fee.

A. No franchise fee is imposed at this time. The Franchising Authority reserves the right to impose a reasonable franchise fee after public notice and hearing of any proposed franchise fee. Any franchise fee imposed is payable annually which shall be due on or before the 60th day after the end of the preceding end of the calendar year. A service charge of one and a half percent (1.5%) per month of the total amount due shall be imposed on late payments. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. Revenue will be reported by service category.

B. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder or for any overpayment shall be three (3) years from the date on which payment by the Grantee is due, or from the date payment is made in the case of an overpayment.

#### 4.2 Rates and Charges.

A. The Franchising Authority may adopt the requisite ordinances to impose franchise fees applicable to all franchisees of the city.

B. The Grantee shall file with the Franchising Authority on December 31 of each year a full schedule of all Subscriber user rates and all other charges made in connection with the Fiber System.

1. All rates shall be published on file with the Franchising Authority.

2. The Grantee shall not discriminate in the assessment, levy, charge, imposition or collection of rates on the basis of age, race, creed, color, gender, religion, national origin, sexual orientation or marital status.

C. Nothing in this Franchise shall be construed to prohibit the reduction or waiving of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users.

D. The Grantee shall notify the Franchising Authority of any changes in rates or services within the Service Area no later than thirty (30) days prior to the implementation of such change(s).

4.3 Renewal of Franchise. Notwithstanding anything to the contrary set forth in this Franchise, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

4.4 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred or assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Fiber System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

## SECTION 5

(RESERVED)

## SECTION 6

### Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive Commercial General Liability Insurance in the amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for bodily injury and property damage. The Grantee shall provide to the Franchising Authority a Certificate of Insurance designating the Franchising Authority as an additional insured. Additionally, the Grantee shall maintain in full force and effect, Automobile Liability insurance with limits of no less than \$500,000 combined single limit per accident for bodily injury and property damage. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R-37-4-3.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any and all claims, demands, liens, and all liability for damages of whatsoever kind, including but not limited to any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's acts or omissions pursuant to or related to this Franchise, and to pay any and all costs, including reasonable attorney's fees, incurred by the Franchising Authority

in defense of such claims, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

## SECTION 7

### Enforcement and Termination of Franchise

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

A. The Grantee fails to make timely payments of any Franchise Fee that may be lawfully imposed by the Franchise Authority in the future and does not correct such failure within sixty (60) calendar days after written notice by the Franchising Authority of such failure; or

B. The Grantee, by act or omission, materially violates a material duty herein set forth in any particular within the Grantee's control, and with respect to which redress is not otherwise herein provided. In such event, the Franchising Authority, 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 Grantee notice of such determination, the Grantee, within sixty (60) 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 Franchising Authority may declare the franchise forfeited and this Franchise terminated, and thereupon, the Grantee 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 Franchising Authority 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 Grantee.

7.2 Remedies at Law. In the event the Grantee or the Franchising Authority fails to fulfill any of their respective obligations under this Franchise, the Franchising Authority or the Grantee, 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 Franchise shall become effective without such action that would be necessary to formally amend the Franchise.

7.3 Third Party Beneficiaries. The benefits and protection provided by this Franchise shall inure solely to the benefit of the Franchising Authority and the Grantee. This Franchise 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 the Parties hereto).

7.4 Uncontrollable Events. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control including any delays caused by the Franchising Authority.

#### 7.5 Bonds and Surety

A. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may be ultimately borne by the Subscribers in the form of increased rates for Fiber Services. Initially, no bond or other surety will be required. In the event that one is required in the future, the Franchising Authority agrees to give the Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement.

B. Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within Public Ways.

7.6 Termination by Grantee. Notwithstanding any other provision of this Franchise to the contrary, Grantee may terminate this Franchise with or without cause six months after giving the Franchising Authority and Grantee's customers notice of Grantee's intent to terminate.

## SECTION 8

### Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority on the subject of Fiber Service. Amendments to this Franchise for any purpose, including but not limited to any changes in state or federal law, shall be mutually agreed to in writing by the Parties.

8.3 Notice. Unless expressly otherwise agreed between the Parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, or b) upon receipt when sent certified or registered mail. The notices or responses to the Franchising Authority shall be addressed as follows:

Harrisville City  
363 West Independence Blvd

Harrisville UT 84404

The notices or responses to the Grantee shall be addressed as follows:

Connex Networks LLC  
1186 E 4600 S Suite3  
Ogden UT 84403

with a copy to:

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection

8.4 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 Applicable Law. The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah, except where expressly preempted by federal law.

8.7 Effective Date. The Effective Date of this Franchise is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ pursuant to the provisions of applicable law. This Franchise shall expire on the 30<sup>th</sup> day of October, 2020, unless extended by the mutual agreement of the Parties.

Considered and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF HARRISVILLE UTAH

\_\_\_\_\_  
Mayor

Attest:

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City Recorder

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Grantee

By: \_\_\_\_\_

Title: \_\_\_\_\_