



# HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100  
www.cityofharrisville.com

MAYOR:  
Michelle Tait

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

## CITY COUNCIL AGENDA

May 14<sup>th</sup>, 2024

[Zoom Meeting Link](#)

Meeting ID: 881 9891 4586

Passcode: 964820

### 6:00 P.M. Work Session

1. Discuss FY 2024-2025 Proposed Budget
2. Adjourn

### 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 Weiss]
3. **Consent Items**
  - a. Approval of meeting minutes for April 9<sup>th</sup>, 2024 as presented.
4. **Employee Recognition**
  - a. Jason Keller – Special Event Planner
  - b. Jason Keller and Dennis Moore – Part 107 Certification
5. **Business Items**
  - a. YCC activities update. [Issac McOmber and Tyra Makela]
  - b. Future Farmers of America Presentation [Fremont FFA Students]
  - c. **Public Hearing** – To hear public comment for and/or against Harrisville Ordinance 557; an ordinance vacating a 20-foot-wide and 35-foot-wide easement on lot 1 and 2 of the Ascension Lutheran Church Subdivision. [Jennie Knight]
  - d. Discussion/possible action to adopt Harrisville Ordinance 557; an ordinance vacating a 20-foot-wide and 35-foot-wide public utility easement on lot 1 and 2 of the Ascension Lutheran Church Subdivision. [Jennie Knight]
  - e. Discussion/possible action to adopt Ordinance 533; an ordinance amending the General Plan Map and Official Zoning Map for certain parcels on West Harrisville Road. [Jennie Knight]
  - f. Discussion/possible action to adopt Ordinance 555; an ordinance approving a clustered development plan located at approximately 863 North Harrisville Rd. based upon application filed with the City. [Jennie Knight]

- g. Discussion/possible action to adopt Harrisville Resolution 24-07; a resolution authorizing the issuance of lease revenue bonds by the Local Building Authority of Harrisville City. [Marcus Keller & Brandon Johnson]
- 6. CONVENE as Board of Trustees of The Local Building Authority**
  - a. Discussion/possible action to adopt Harrisville Resolution 24-08; authorizing the issuance of lease revenue bonds by the Local Building Authority of Harrisville. [Marcus Keller & Brandon Johnson]
- 7. Business Items (cont.)**
  - h. Discussion/possible action to adopt 2025 tentative budget. [Jennie Knight]
  - i. Discussion/possible action to set the public hearing for FY 2024 Amended Budget. [Jennie Knight]
  - j. Sewer Management Plan [Jake Bussio]
  - k. Discussion/possible action to adopt Harrisville Ordinance 556; an ordinance repealing good business programs.
- 8. Public Comment**
- 9. Mayor/Council Follow-up**
- 10. Adjournment**

The foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website [www.cityofharrisville.com](http://www.cityofharrisville.com), 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**  
**April 9, 2024**  
**363 West Independence Blvd**  
**Harrisville, UT 84404**

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Minutes of a regular Harrisville City Council meeting held on April 9th, 2024 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.

**Excused:** Council Member Steve Weiss, Bryan Fife, Parks and Recreation Director

**Staff:** Jennie Knight, City Administrator, Brody Flint, City Attorney, Justin Shinsel, Public Works Director, Jack Fogal, City Recorder, Mark Wilson, Chief of Police, Sergeant Nick Taylor.

**Visitors:** Jesus Ochoa, Lily Hansen, Glade Mccombs, Angel Ochoa, Lane Monson, Jim Bradshaw, Paul Davis, Jen Fischer, Aaron Thornock, Jeff Humphrey, Tammy Wright, Greg Montgomery, Marvin Farrell, Judy Coulter, Dave Conley, Becky Zumbo.

**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. Consent Items**

**a. Approval of Meeting Minutes for March 12<sup>th</sup>, 2024 as presented.**

**Motion:** Council Member Wilhelmsen made a motion to approve the meeting minutes for March 12<sup>th</sup>, 2024 as presented, second by Council Member Fawcett.

The vote on the motion was as follows:

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

The motion passed unanimously

**4. Business Items.**

**a. YCC activities update**

Jesus Ochoa presented on the Lincoln Luncheon and the Harrisville City Easter Egg Hunt. The YCC got to meet Representative Blake Moore at the Lincoln Luncheon. The YCC helped to hide eggs for the Easter egg hunt and gave residents directions during the event.

Lily Hansen presented on the Future In Focus Conference at Utah State University. Over two-hundred youth attended the conference. The activities and classes were planned by YCC members around the state. There was a formal banquet with a guest speaker who discussed finding your own purpose. One of the biggest takeaways was that you can use your core values to gain confidence and build habits to help succeed. The YCC is looking forward to attending next year. The YCC invited any member of Council to attend the conference with them next year. The YCC will be holding an election to elect their own Mayor and Council.

**b. Public Hearing – to receive input from the public for and/or against the proposed Ordinance, Harrisville Ordinance 553; an ordinance vacating a 10-foot-wide public utility easement on lot 10 within the Cinnamon Park Subdivision.**

Jennie Knight clarified this is a formality to relocate an easement on an existing lot. The current easement is in the center of the lot and prevents any future add on. This ordinance will vacate the current easement and relocate it to the edge of the property. All public noticing law was met. There are no utilities currently in the easement. All utility companies were notified and given the chance to provide comment. There was no comment given by any utility company.

**Motion:** Council Member Christensen made a motion to open the public hearing for Harrisville Ordinance 553; an ordinance vacating a 10-foot-wide public utility easement on lot 10 within the Cinnamon Park Subdivision, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

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

The motion passed unanimously.

There was not public comment given

**Motion:** Council Member Jackson made a motion to close the public hearing for Harrisville Ordinance 553; an ordinance vacating a 10-foot-wide public utility easement on lot 10 within the Cinnamon Park Subdivision, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

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

Council Member Fawcett, Yes

The motion passed unanimously.

**c. Discussion/possible action to adopt Harrisville Ordinance 553; an ordinance vacating a 10-foot-wide public utility easement on lot 10 within the Cinnamon Park Subdivision.**

Jennie Knight clarified this is the ordinance for the public hearing business item b.

**Motion:** Council Member Christensen made a motion to approve Harrisville Ordinance 553; an ordinance vacating a 10-foot-wide public utility easement on lot 10 within the Cinnamon Park Subdivision, second by Council Member Fawcett.

The vote on the motion was as follows:

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

The motion passed unanimously.

**d. Discussion/possible action to adopt Harrisville Ordinance 550; an ordinance approving the Business License Fee Analysis.**

Jill Hunt presented on the Business License Fee Analysis conducted by Zions Public Finance. The goal is business licenses should pay for themselves. Residents should not bear the burden. The study broke down how much time administration, police, and staff spend on business license related matters. Council Member Fawcett inquired why some business license fees went down. Jill Hunt explained a lot of the cost was based on police department call outs. If the volume of calls did not warrant the cost it was decreased. Council Member Wilhelmsen inquired how this affects home occupation business licenses. Are we following the law in regards to home occupations. Jill Hunt answered there are some home occupations that require a business license. Conditional uses are an example of home occupations that would require a license. This study and our code comply with state code. Council Member Wilhelmsen inquired about people operating a home business without getting a license. Jennie Knight answered the state code says that we can charge for a business license if it impacts the residents or city. If we receive a complaint about a home occupation impacting the City we would go through the code enforcement process to resolve the issue.

**Motion:** Council Member Jackson made a motion to approve Harrisville Ordinance 550; an ordinance approving the Business License Fee Analysis, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

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

Council Member Fawcett, Yes

The motion passed unanimously.

**e. Discussion/possible action to adopt Harrisville Ordinance 551; an ordinance adopting a clustered development plan for property located at approximately 265 Larsen lane based upon application filed with the City.**

Jennie Knight explained in November the City received an application for a mixed-use infill use map amendment. Planning Commission gave a negative recommendation. The developer and his team modified their plan and applied for a clustered development. The Planning Commission gave a positive recommendation condition to the subdivision code. Council Member Jackson inquired about the density points for the subdivision. Jennie Knight explained the developer has two amenities a playground and pickle ball courts for a 25% bonus. All homes will have porches which gives a 5% density bonus. The development will have landscaped entrance with signs for a 10% density bonus. Current zoning allows 22 units, with the bonus density they can have up to 33 lots. The developer is proposing 30 new lots. Council Member Fawcett stated that on page 46 of the MDA it states there is a maximum of 40 units. Jennie Knight explained that is a typo and we can adjust that in the motion. Council Member Jackson inquired about the Love's property in relation to the development. Jennie Knight explained it could be counted as the 31<sup>st</sup> lot. Council Member Fawcett inquired about the water rights in the development. Jennie Knight explained the Cities responsibility is to make sure that the downstream water users have the same amount of water at the same times during the year. Glade Mccombs explained the project is phased the way it is so they can pipe the ditch when it is not the watering season and there will not be interference with the downstream ditch users. Council Member Jackson inquired about the pickleball courts being too close to an existing house. Jennie Knight explained the courts were placed next to the green space. There will be no lights and they will be private. Council Member Wilhelmsen expressed concern for the noise pickleball makes. Glade Mccombs stated that they would be willing to adjust the location of the pickle ball courts. His team feels like it is a good amenity for the community. He feels the benefit outweighs the negative. Mayor Tait inquired if he has done another development with pickleball courts. Glade Mccombs stated there are some developments in the works with pickleball courts. Council Member Wilhelmsen inquired about the size of the green space. Glade Mccombs stated it is approximately three quarters of an acre. Mayor Tait inquired if some landscaping could be placed to reduce the noise. Glade Mccombs stated his team would be willing to place landscaping around the pickleball courts to reduce noise. Council Member Christensen inquired if the pickleball court could be swapped with the retention pond. Justin Shinsel stated no it could not be changed due to the slope of the lots. Council Member Fawcett inquired how the public would be kept out of private courts. Glade Mccombs stated there is no way to keep the public out completely but they will maintain the courts regardless.

**Motion:** Council Member Wilhelmsen made a motion to approve Harrisville Ordinance 551; an ordinance adopting a clustered development plan for property located at approximately 265 Larsen lane with the inclusion of shrubbery or trees to provide a sound barrier and the clarification of the 30 lots on page 46, second by Council Member Christensen.

The vote on the motion was as follows:

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

The motion passed unanimously.

**f. Discussion/possible action to adopt Harrisville Ordinance 552; Summit View Zoning Map Amendment and Master Development Agreement.**

Jennie Knight advised this ordinance is based on application received in February of 2023. A public hearing was held by the Planning Commission in 2023. The mixed-use subcommittee has met to negotiate the MDA. All exhibits have been provided for this development. This is a combination of townhomes and patio homes. After receiving public comment, the developer has adjusted the location of the patio homes to the east side of the project. Council Member Fawcett inquired if this would be an HOA. Jennie Knight clarified this would be an HOA and the proposed HOA documents are included in the packet. Council Member Wilhelmsen asked how long the developer has been working on this project. Glade McCombs stated a little over a year. Council Member Christensen inquired who was on the committee. Jennie Knight answered Council Member Loveland, Council Member Weiss, Nathan Averill from the Planning Commission, and City staff. Council Member Wilhelmsen inquired about the future plans with Greenwood Charter School. Jennie Knight explained the western connection point is adjacent to Greenwood Charter School. Council Member Wilhelmsen asked about water rights. Jennie Knight explained this project is eligible for Pineview Water. Council Member Wilhelmsen asked about the streams in the project. Glade McCombs stated there are two streams. Jennie Knight clarified it will be worked out in the development process and they will need to get stream alteration permits from the state.

**Motion:** Council Member Wilhelmsen made a motion to approve Harrisville Ordinance 552; Summit View Zoning Map Amendment and Master Development Agreement, second by Council Member Jackson.

The vote on the motion was as follows:

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

The motion passed unanimously.

**g. Garbage Services Update**

Jennie Knight explained staff has identified some impacts that need to be considered before deciding on adjusting the prices with the budget later this year. Employee time needs to factor into the cost. It has been two years since the audit of garbage cans. Staff is prepared to conduct another audit. Waste Management is anticipating a small increase in cost for services. Staff is hoping to receive final numbers for the increase before July. Staff recommends increasing the second garbage can price to match the first can. There is no motion on this item tonight. Staff is

trying to provide Council with information. Council asked staff to complete an audit of trash cans.

**h. Discussion/possible action to adopt Public Works Standards.**

Justin Shinsel explained Public Works goes through their standards every five years. They are updating standards to meet state code. The biggest changes were to street width and light poles. They are going away from wood poles and getting nicer light poles that will handle conditions better. This has been a work in process for six months. Glen Gammell and Matt Robertson have been working on this diligently.

**Motion:** Council Member Christensen made a motion to adopt Public Works Standards, second by Council Member Fawcett.

The vote on the motion was as follows:

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

The motion passed unanimously.

**i. Discussion/possible action to adopt the Harrisville City Website Privacy Policy.**

Jennie Knight explained new state code requires we have a privacy policy posted on our website. It has to explain how we retain the information gathered on our City website.

**Motion:** Council Member Wilhelmsen made a motion to adopt the Harrisville City Website Privacy Policy, second by Council Member Fawcett.

The vote on the motion was as follows:

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

The motion passed unanimously.

**j. Discussion/possible action to adopt Harrisville Ordinance 554; an ordinance amending the Harrisville Municipal Code Section 6.13.030 Transportation Code for Parking.**

Jennie Knight explained we have received feedback from the community about parking on Highway 89 by Greenwood Charter School. The proposed ordinance includes an update to the parking ordinance restricting parking on state roads where designated by traffic markers. Traffic markers can include signs stating no parking or painted curbs. If we identify any curbs or markings this ordinance allows enforcement. Council Member Wilhelmsen inquired if this will



affect the parking on Highway 89 during events like the Fall Festival. Jennie Knight explained this can be used to post no parking signs on Highway 89. Council Member Jackson inquired about the cement island by Greenwood Charter School. Mayor Tait informed Council during the UDOT quarterly meetings UDOT stated they would be willing to help the City meet its needs. The last meeting UDOT stated they would be removing some of the median. Justin Shinsel clarified from North Harrisville Road they will remove one hundred thirty-eight feet of the median. They will also be fixing a lot of potholes on Highway 89.

**Motion:** Council Member Wilhelmsen made a motion to adopt Harrisville Ordinance 554; an ordinance amending the Harrisville Municipal Code 6.13.030 Transportation Code for Parking, second by Council Member Jackson.

The vote on the motion was as follows:

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

The motion passed unanimously.

**k. Discussion/possible action to surplus Police Vehicles.**

Mark Wilson explained the department is asking to surplus two police vehicles. They are looking at an auction agency or selling them out of state to another department that wants already outfitted vehicles. If sent to auction we have to strip them of equipment. Council Member Jackson inquired about stripping the vehicles. Mark Wilson explained its costs approximately \$500 to strip the vehicles.

**Motion:** Council Member Christensen made a motion to surplus Police Vehicles, second by Council Member Fawcett.

The vote on the motion was as follows:

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

The motion passed unanimously.

**5. Public Comment**

Mayor Tait opened the public comment period.

Paul Davis inquired about business item e. He was concerned about the parking and upkeep of the pickleball courts.

David Conley lives at 275 E. Larsen Lane. He is against the development; it will not improve the neighborhood.

Judy Coulter lives at 269 Larsen Lane. Her husband is sick and needs rest. The pickleball court is right by her bedroom. She won't hesitate to take legal action if her husband is affected by the pickleball court. She is asking why they have to be right by her house and cannot be in another spot. It could go somewhere else in the development and not impact residents.

Greg Montgomery explained this process has shown the need to define the cluster subdivision ordinance. In a cluster subdivision they get benefits that other subdivisions will not. He does not understand why the Love lot was not counted as part of the project. Why does it count towards the acreage but not towards the amenities. The motion did not cover that. Under Roberts's rules you can always consider a motion to address issues raised by the public

Mayor Tait closed the public comment period.

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

Mark Wilson updated Council about a new hire that will be starting at the end of May. He will replace Officer Clark. The Jason Reed Foundation is presenting the department with a grant. They will use it to mount orange grips on shotguns to designate them as less than lethal. The new cars are here and will be outfitted soon.

Justin Shinsel explained there are footings and foundations on the new Public Works Building. He has received an update from Representative Moore's office. We have received \$2,000,000 from the federal appropriations funding to build the new road connecting the complex to Highway 89. Harrisville was selected by the WFRC to receive \$1,500,000 for the upgrades for 750 W., the funding will not be available until 2030. Public Works is sending in a letter of intent to WACOG for funding for curb, gutter, and sidewalk for 750 West. They are watching the runoff to make sure we are proactive about flooding. He thanked Council Member Christensen for helping remove a nuisance rodent from a stream.

Jennie Knight updated Council on the Ribbon Cutting Ceremony for the new Harrisville Park playground equipment. The lender for Ben Lomond Views has been in contact with the City. The lender is willing to move forward with the current MDA. They are preparing to start on phase 1 which is Milenium Park.

Council Member Wilhelmsen stated that next month the senior luncheon will be planned around Cinco De Mayo. He thanked the YCC for their wonderful presentation.

Council Member Fawcett inquired about getting the packets out earlier in an email group.

Mayor Tait thanked all those who helped with the Easter Egg Hunt and the Ribbon Cutting Ceremony.

#### **7. Adjournment**

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

The motion passed unanimously.

The meeting adjourned at 8:27 P.M.

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**MICHELLE TAIT**  
Mayor

**ATTEST:**

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**Jack Fogal**  
City Recorder  
Approved this 14th day of May, 2024

**HARRISVILLE CITY  
ORDINANCE 557**

**AN ORDINANCE VACATING A 20-FOOT-WIDE AND 35-FOOT-WIDE  
PUBLIC UTILITY EASEMENTS ON LOT 1 AND 2 WITHIN THE ASCENSION  
LUTHERAN CHURCH SUBDIVISION.**

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

**WHEREAS**, the Harrisville City Council (Hereafter “Council”) met in a regular session on May 14, 2024 to consider a petition by application, to vacate 20-foot-wide and 35-foot-wide public utility easements (Hereafter “Easements”) for Lot 1 and 2, in the Ascension Lutheran Church Subdivision; and

**WHEREAS**, Utah Code Annotated Title 10 Chapter 9a enables municipalities to regulate land use and development;

**WHEREAS**, Title 10, Chapter 9a, Sections 608, 609, and 609.5 require that any vacation of some or all of a public street, right-of-way, or easement, including those recorded by subdivision plat within the City may only be approved by the City Council; and

**WHEREAS**, the Applicant is the owner of Lot 1 and 2, in the Ascension Lutheran Church Subdivision; and

**WHEREAS**, vacating the existing Easements would unencumber future right-of-way and easement; and

**WHEREAS**, the Applicant has obtained permission from each affected utility entity who, having interest in the Easements, have given their consent to vacate the Easements; and

**WHEREAS**, the Council held a public hearing to consider the Applicant’s petition to vacate the Easements on May 14, 2024; and

**WHEREAS**, pursuant to *Utah Code* §10-9a-609.5(3), the Council finds that there is good cause to vacate the Easements and that neither the public interest nor any person will be materially injured by vacating the Easements.

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

- Section 1:**     **Vacation of Easement.** A portion of a public utility easement being a part of Lots 1 and 2 of the Ascension Lutheran Church Subdivision Recorded in the Weber County Recorder’s Office in Book 11 and Page 344 of plats which is more particularly described within Exhibit “A”.
- Section 2:**     **Severability.** If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.
- Section 3:**     **Effective date.** This ordinance shall be effective immediately upon posting after final passage, approval, and posting.

**PASSED AND ADOPTED** by the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**MICHELLE TAIT**, Mayor  
Harrisville City  
ATTEST:

Roll Call Vote Tally:

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

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

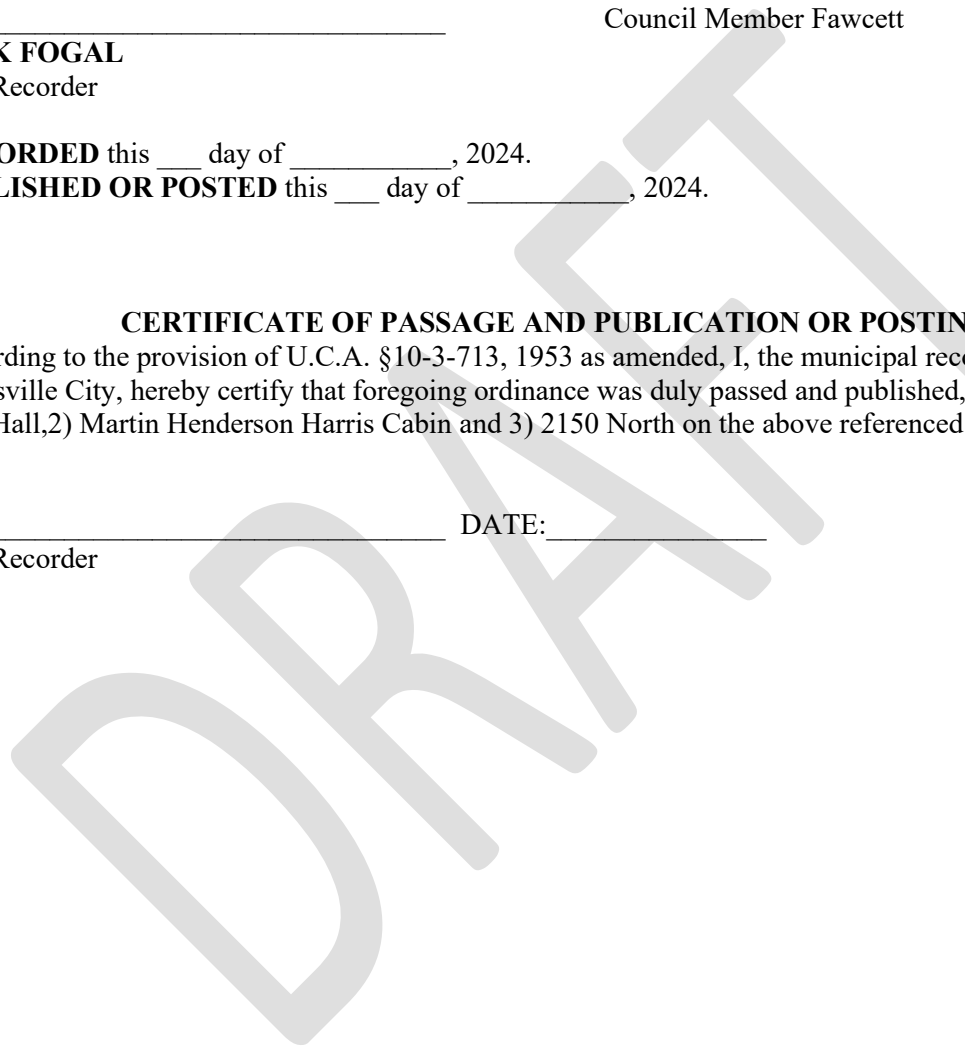
**RECORDED** this \_\_\_\_ day of \_\_\_\_\_, 2024.  
**PUBLISHED OR POSTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING**

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

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

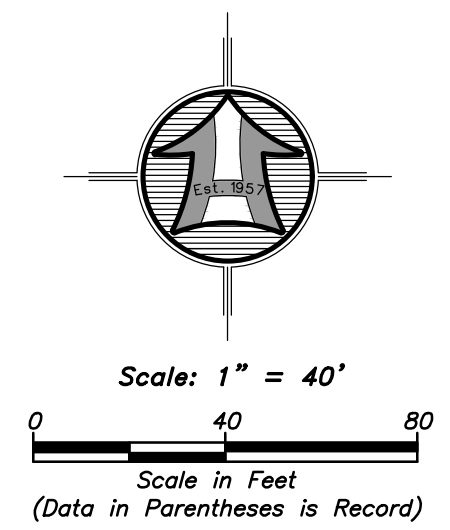
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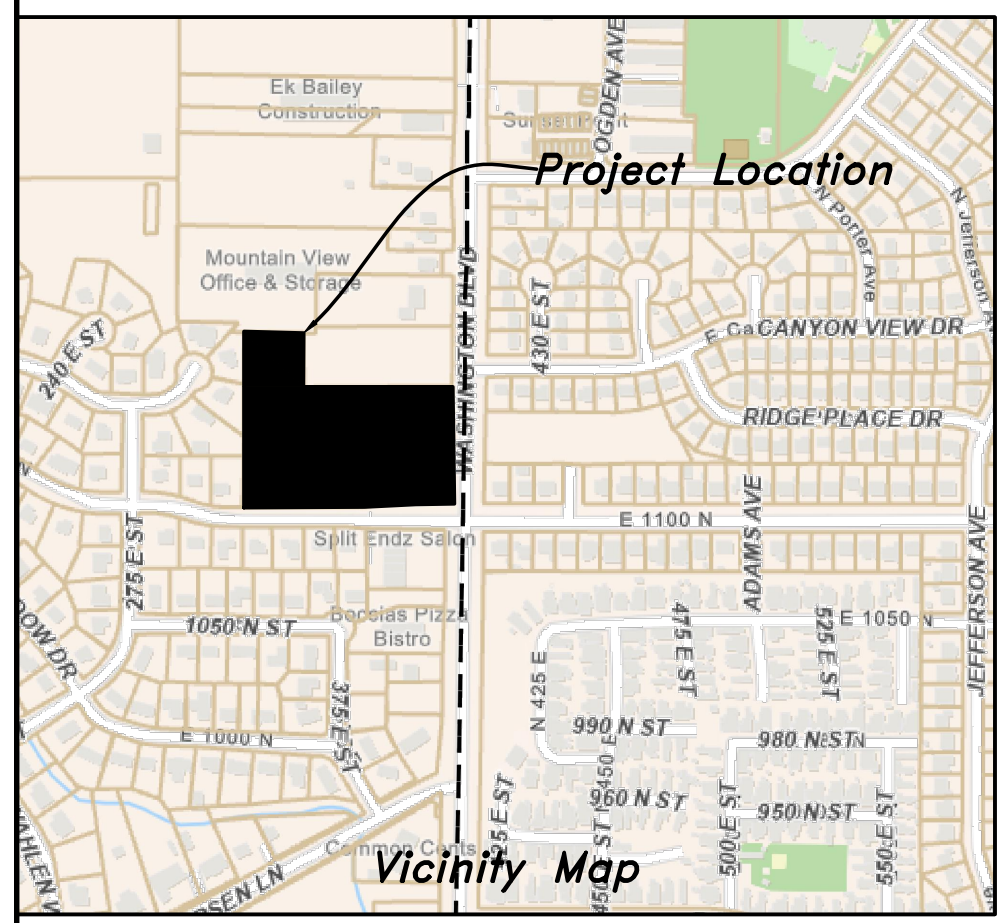
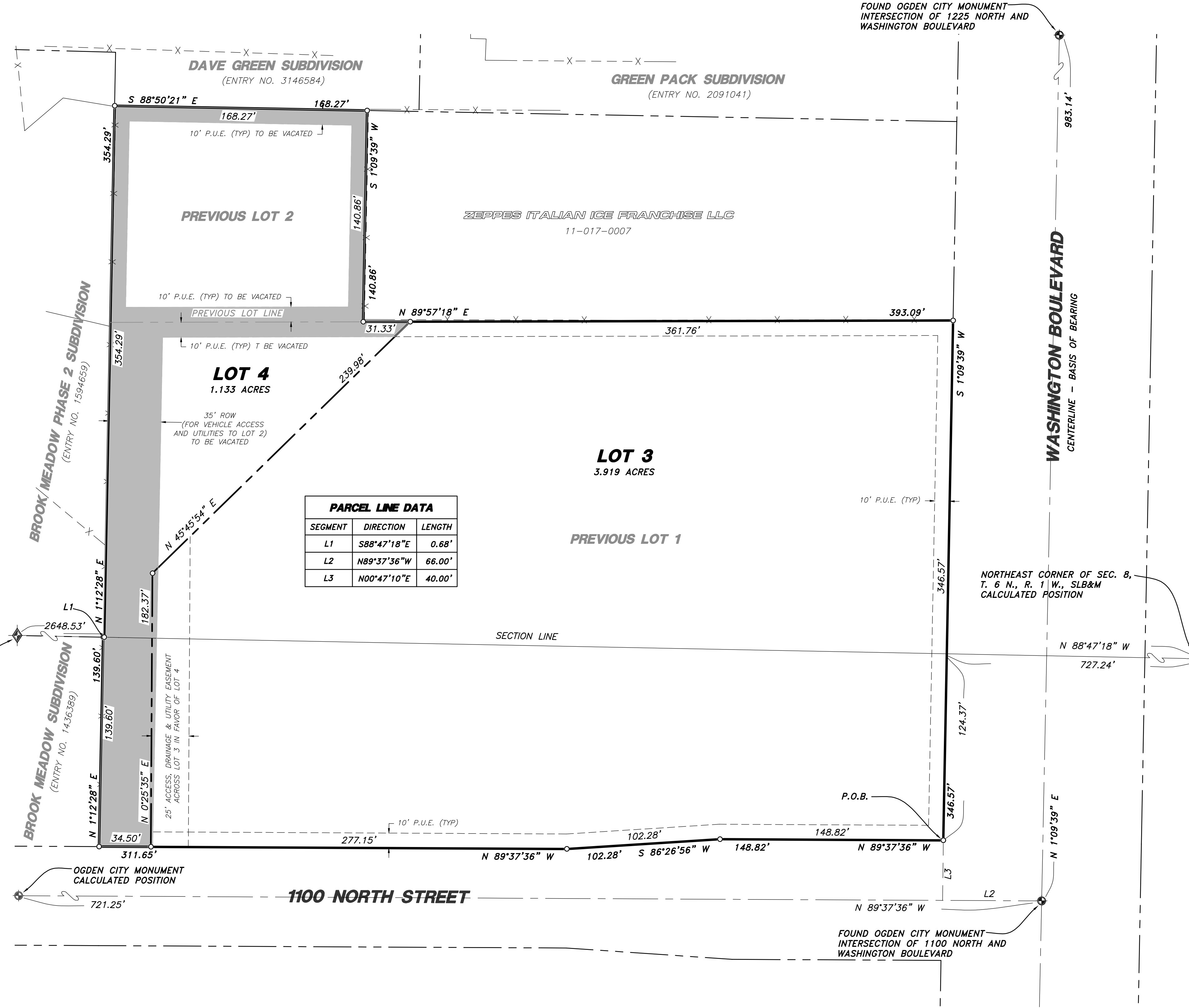
# EASEMENT VACATION EXHIBIT

## Vacating Easements in Lots 1 and 2 of Ascension Lutheran Church Subdivision

Harrisville City, Weber County, Utah  
 A Part of the Southeast Quarter of Section 5, and the  
 Northeast Quarter of Section 8  
 Township 6 North, Range 1 West, Salt Lake Base & Meridian  
 January 2024



- LEGEND**
- Subject Property Line
  - - - Interior Lot Lines
  - - - Adjoining Property Line
  - - - Previous Property Line
  - - - Centerline
  - - - Public Utility Easement (PUE)
  - - - Fence Line
  - ⊕ Existing Street Monument
  - ⊙ Found rebar set by others
  - ⊙ Set 5/8"x24" Rebar With Cap
  - ⊙ Section Corner
  - ⊙ Calculated Street Monument
  - ▬ Easement Vacation

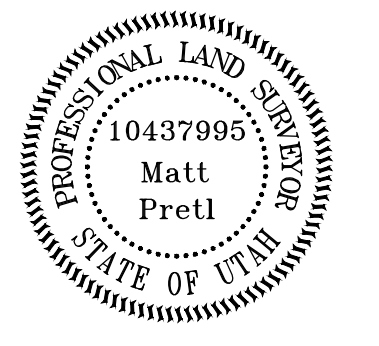


### SURVEYOR'S CERTIFICATE

I, MATT PRETL DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND BY THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS DAY OF , 2024.

MATT PRETL, PLS  
 UTAH LAND SURVEYOR LICENSE NO. 10437995



### NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO VACATE THE EASEMENTS AS SHOWN HEREON. THIS SURVEY WAS ORDERED BY NOLAN KARRAS. THE CONTROL USED WAS THE ASCENSION LUTHERAN CHURCH SUBDIVISION, ENTRY NO. 1989447, BROOK MEADOW SUBDIVISION, ENTRY NO. 1436389, BROOK MEADOW PHASE 2 SUBDIVISION, ENTRY NO. 1594659, CENTERLINE MONUMENTATION IN WASHINGTON BOULEVARD, AND THE EXISTING WEBER COUNTY SURVEYOR MONUMENTATION SURROUNDING SECTION 8, TOWNSHIP 6 NORTH, RANGE 1 WEST, S.L.B.&M.

THE BASIS OF BEARING IS BETWEEN THE FOUND OGDEN CITY MONUMENT FOUND AT THE INTERSECTION OF 1100 NORTH STREET AND WASHINGTON BOULEVARD AND THE FOUND OGDEN CITY MONUMENT AT THE INTERSECTION OF 1225 NORTH STREET AND WASHINGTON BOULEVARD WHICH BEARS NORTH 01°09'39" EAST, ASSUMED BEARING ROTATED TO MATCH PLAT BEARINGS.

**HAI**  
**HANSEN & ASSOCIATES, INC.**  
 Consulting Engineers and Land Surveyors  
 538 North Main Street, Brigham, Utah 84302  
 Visit us at [www.haies.net](http://www.haies.net)  
 Brigham City Ogden Logan  
 (435) 723-3491 (801) 399-4905 (435) 752-8272  
 Celebrating over 65 Years of Business



# HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100  
www.cityofharrisville.com

MAYOR:  
Michelle Tait

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

## Staff Report

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Ordinance 533 – Entity X Zoning Map Amendment  
May 9, 2024

### Synopsis

#### **Application Information**

Application Request: Applicant is requesting a Public Hearing to consider an ordinance to rezone approximately 57.37 acres of property located at 736 West Harrisville Road from Agricultural (A-1) to Planned Manufacturing (MP-1).

Agenda Date: May 14, 2024

Applicant: Entity X, L.L.C

#### **Property Information**

Approximate Address: 736 W. Harrisville Road, Harrisville, Utah

Current Zoning: A-1

Existing Land Use: Agriculture

Proposed Land Use: MP-1 (Planned Manufacturing)

#### **Adjacent Land Use:**

**North:** O-1 (Open space Zone)

**South:** MP-1 (Planned Manufacturing)

**East:** CP-2 (Planned Community Commercial)

**West:** MP-1 (Planned Manufacturing)

#### **Applicable Ordinances:**

§12.02.03 Rezone of Property

#### **Legislative Decisions**

This item relies on the City Council's legislative authority in which it has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning commission give a recommendation to the City Council. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

#### **Summary**

The reason for this request is to bring the zoning of the subject property in line with the zoning of a larger lower portion of the parcel owned by the applicant, which is south of the Western Irrigation Canal. Currently, the General Plan maintains the subject property's zoning as A-1. However, for consistency in the surrounding area, application has been made for the rezone of

the A-1 portion of the applicant's property to match the MP-1 zoning designation of the lower portion of the parcel.

This proposed rezoning not only ensures consistency in the area but also streamlines land use planning. By rezoning to MP-1, the city aims to establish a more cohesive zoning framework that aligns with Harrisville City's development goals outlined in its General Plan and other planning documents.

Furthermore, the rezoning to MP-1 will allow the applicant to pursue development opportunities that complement the surrounding land uses and bolster the community's economic vitality.

### **Planning Commission Consideration and Recommendation**

On April 13, 2022, the Harrisville City Planning Commission tabled recommendation for approval of this rezone. Since then, some changes have been made to the conceptual plan, and additional time was required to review the proposed changes. As a result, the staff has recommended that the rezone request be presented to the Planning Commission for further consideration and approval.

Because of the length of time that has commenced since the initial public hearing was held, an additional public hearing was held on May 8, 2024 to receive public comment.

After careful review and discussion, the Planning Commission gave a positive recommendation to approve this rezone request.

### **Attachment(s)**

Attachment A: Rezone Ordinance

Attachment B: Exhibit for Zoning Change

Attachment C: April 13, 2022 and May 8, 2024 Planning Commission Minutes



**HARRISVILLE CITY  
ORDINANCE 533**

**ENTITY X ZONING MAP AMENDMENT**

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING THE  
GENERAL PLAN MAP AND OFFICIAL ZONING MAP FOR CERTAIN  
PARCELS ON WEST HARRISVILLE ROAD BASED UPON AN  
APPLICATION FILED WITH THE CITY; SEVERABILITY; AND  
PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City has adopted a General Plan Land Use and Official Zoning Map to govern land use within the City;

**WHEREAS**, the City received an Application to amend the General Plan Land Use and Official Zoning Map of Harrisville City filed by the putative property owner, Entity X, LLC, and desires to act upon the same;

**WHEREAS**, the attached Exhibit “A” contains the required Conceptual Plan for the area of the proposed amendment to the Zoning Map;

**WHEREAS**, after publication of the required notice the Planning Commission held its public hearing on April 13, 2022, to take public comment on this proposed Ordinance, and gave its recommendation to table this Ordinance;

**WHEREAS**, after publication of the required notice the Planning Commission held a public hearing on May 8, 2024, to take public comment on this proposed ordinance, and gave its recommendation to approve this Ordinance;

**WHEREAS**, the City Council received the recommendation from the Planning Commission and held its public meeting on May 14, 2024, to act upon this Ordinance;

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

**Section 1: Zoning Map Amendment.** That the Zoning Map for certain real property identified as the northern portion of Weber County Parcel Number 11-019-0041 and as set forth in the attached Exhibit “A” which is hereby adopted and incorporated herein by this reference, is hereby changed from A-1(Agricultural) to the MP-1 (Manufacturing) Zone.

**Section 2: Concept Plan.** The Concept Plan attached in Exhibit “A” which is hereby adopted and incorporated herein by this reference is adopted as the required Concept Plan for this Zoning Map Amendment. Any development must substantially conform to this Concept Plan.

**Section 3: Severability.** If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.

**Section 4: Effective date.** This Ordinance shall be effective immediately upon posting after final passage, approval, and posting.

PASSED AND ADOPTED by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
**Jack Fogal**  
City Recorder

**RECORDED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

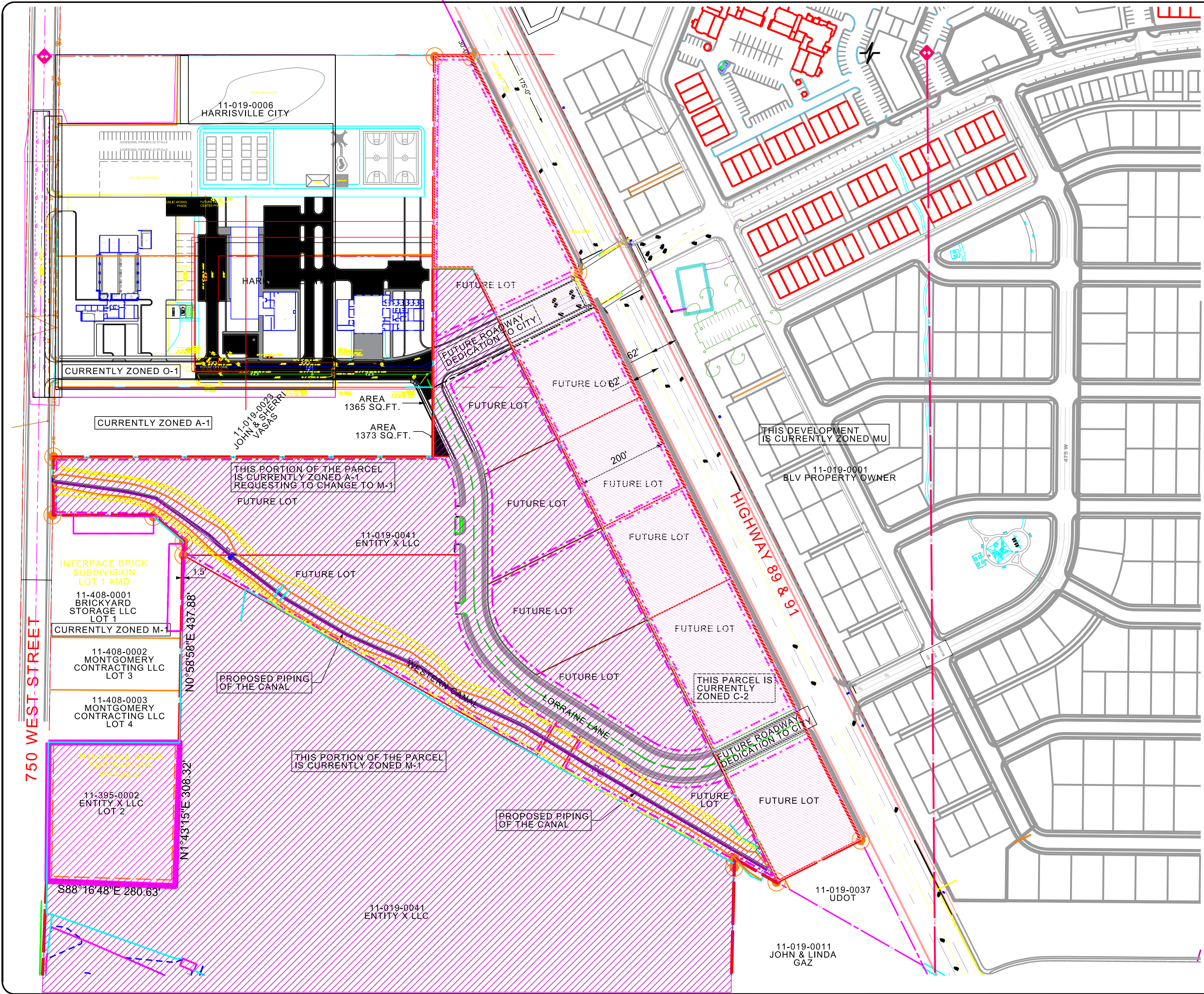
**PUBLISHED OR POSTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING**

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

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

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

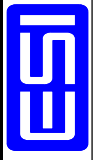


THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE REQUESTED REZONING OF THE NORTHERN SECTION OF THE EXISTING PARCEL 11-019-0041 TO M-1. THIS PORTION OF THE PARCEL IS CURRENTLY ZONED A-1 EVEN THOUGH THE SOUTHERN PORTION OF THE PARCEL IS CURRENTLY ZONED M-1.

DATE	APPROVAL

DESCRIPTION

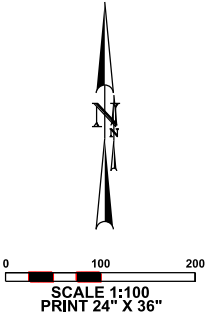
**ESI ENGINEERING**  
 CONSULTING ENGINEERS  
 AND LAND SURVEYORS  
 3500 SOUTH MAIN SUITE 206  
 SOUTH SALT LAKE CITY, UT 84115  
 801-263-1752 - FAX 801-263-1780



DESIGNED BY: BFC  
 DRAWN BY: BFC  
 DATE: 03-23-2022  
 CHECKED BY: HLC

**GARDNER GROVE SUBDIVISION**  
 736 WEST HARRISVILLE ROAD  
 HARRISVILLE, UT 84404

**ZONING CHANGE**  
 PROJECT #  
 22-037





# Harrisville City Planning Commission Minutes

Harrisville City Offices – 7 PM

Wednesday, May 8, 2024

**Commissioners:** Nathan Averill  
 Chad Holbrook  
 Brad Elmer  
 Jordan Read

**Staff:** Jennie Knight (City Administrator)  
 Cynthia Benson (Deputy Recorder)  
 Justin Shinsel (Public Works Director)

**Visitors:** Glade McCombs, Arnold Tait, Michelle Tait, Mishelle Ensign, Shawn Douglas, Mike Dalpias, Katie Brown, Vicky Anderson, Linda Gaz, David Schad, David Anderson, Cliff Hokanson, Regina Hokanson, Michelle Walters, Paul D. Davis, Robert Bell, Chelsey Shelton, Mitchell Shelton, Shanna Edwards, Lynn Edwards, Sherri Vasas, Craig North, Travis Baird, Matthew Tropp, Garrett Woolsey, Crystal Woolsey, Natalie Hales.

## 1. CALL TO ORDER

Chair Averill welcomed all in attendance and excused Commissioner Smith.

## 2. CONSENT APPROVAL – of Planning Commission minutes from March 13, 2024.

**MOTION: Commissioner Holbrook motioned to approve Planning Commission minutes from March 13, 2024. Commissioner Read seconded the motion. The motion passed with all voting in the affirmative.**

Nathan Averill	Yes
Chad Holbrook	Yes
Brad Elmer	Yes
Jordan Read	Yes

The motion passed with all voting in the affirmative.

## 3. PUBLIC HEARING – the Harrisville City Planning Commission will hold a public hearing to take comments for and/or against Harrisville Ordinance 533; an ordinance amending the General Plan Map and Official Zoning Map for certain parcels on West Harrisville Road.

Chair Averill read through the rules for a public hearing before entertaining a motion to open the public hearing period.

**MOTION: Commissioner Read motioned to open the public hearing. Commissioner Holbrook seconded the motion.**

Nathan Averill	Yes
Chad Holbrook	Yes
Brad Elmer	Yes

**Jordan Read            Yes**

**The motion passed with all voting in the affirmative.**

Jennie Knight, City Administrator, introduced the application. The initial public hearing was April 13, 2022, where this item was tabled. The concept plan has changed since then. This application is to change the northern portion (A-1) to the same as the southern portion (MP-1). The county shows this parcel as one full parcel and not divided into sections as we have it shown on the current zoning map. We are here tonight to receive public comment for or against the proposed General Plan and Zoning amendments.

Chair Averill invited anyone from the audience to stand up to the microphone to express their public comment. He requested they state their name for the record.

Shawn Douglas began by thanking the commission for the chance to come to share his voice and for the job they do as the last line of defense for the residents. He expressed his concern about the notice and felt the residents were not properly informed about this meeting. State code requires a summary of the night's meeting with the public notice. He did not see that. He wanted to know if there has been any development concept approved as per code 11.06.020 prior to the zoning request. Chair Averill replied this was not a discussion. The commission will address the questions after the public hearing. Mr. Douglas continued by asking a series of questions. Does the proposed conform with the General Plan or the with the future land use map which is provided in the General Plan or the proposed future zoning map? The General Plan states that 750 West and West Harrisville Road are already heavily congested and need improvements before future development. How will the increase traffic be handled in this area? What does the traffic study look like since normal manufacturing areas require heavy truck traffic? How will the increased traffic affect the infrastructure? Has the storm water drainage and water needs been looked at? Where will the main access be? He assumes it will be off Highway 89. In the General Plan it states the city will consider the attitude of the residents and the surrounding property owners. If so, what is the consensus for this? Also, the General Plan states the need to preserve Agricultural and Rural uses and protect them from incapable and conflicting uses. He wants to know how this development will do this in the middle of an A-1 zone. He saw nothing to show how this would be addressed.

Mishelle Ensign asked for more information on the use and plan for this project. She would like to know more about how to obtain the information. She explained she is new to the city and is concerned about the water shares. She finds this proposal concerning. She is requesting another meeting to discuss this more and for the residents to have a voice.

Paul Davis stated his concerns are how many parcels will this area be broken into and how much car traffic this will create. Those he has been talking to on North Harrisville Road do not wish to see more traffic. Chair Averill stopped him to clarify this public hearing is to address the zoning change application for HHI and not the cluster development. Mr. Davis sat down.

Travis Baird stated he has had multiple run ins with HHI and feels they are not great people to work with. He runs a multi-million-dollar manufacturing business for a living in Salt Lake and Davis County and wants to know the impact of the pollution emissions for this manufacturing zone. What is their impact now? What more will they do? He would like to see the land stay

agricultural land. What benefit would this be for Harrisville to take agricultural land for industrial use? He knows why developers do this. It is because the land is cheap land and can be rezoned easily. He does this type of thing for a living and knows the effects on a city. He asked the commissioners to consider this in their decision.

Mike Dalpiaz' concerns began with the notice. He found no address and no information on what the public hearings were about. He is here to receive the information on what this hearing was for. Most of the residents present were in the city long before HHI was there. He urged the commission to leave the parcel agricultural.

Shauna Vasas stated her concern was the lack of presence of the residents. The last time this was presented there was a line out the door. Tonight, the room is not even packed. She received no notice about the public hearing and feels the residents were not properly notified. She feels this reflects poorly on the city. She is not in favor of this. Long term plan shows leaving it agricultural. She does not feel this will really affect her but is concerned about the bright lights along with the increased traffic. She reminded the commissioners they are representing the people. It was clear last time the people did not want this.

**MOTION: Commissioner Read motioned to close the public hearing. Commissioner Elmer seconded the motion.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Brad Elmer</b>	<b>Yes</b>
<b>Jordan Read</b>	<b>Yes</b>

**The motion passed with all voting in the affirmative.**

**4. DISCUSSION/ACTION/RECOMMEND** – to recommend Ordinance 533; an ordinance amending the General Plan Map and Official Zoning Map for certain parcels on West Harrisville Road.

Ms. Knight reviewed the staff report dated May 1, 2024 with stating this decisions are a legislative decision where the Planning Commission has broad discretion. The reason for this request is to bring the zoning of the subject property in line with the zoning of a larger lower portion of the parcel owned by the applicant. Chair Averill and Commissioner Read both clarified the zoning lines for this parcel for those present. Chair Averill asked if there is a street address to the upper portion. Ms. Knight confirmed there is no street address for the upper portion of the parcel. She reviewed each portion of the concept with current zoning. She continued by answering some of the questions brought forth in the public hearing. The transportation access will be utilized by the new road, 1750 North, with Highway 89 as a secondary access. There has been no city action on this project nor has anything been approved nor would be until the rezone is granted. Regarding the noticing issues the state mandate no longer requires the city to notify the residents by mail. The city went above and beyond the state code to send out the mailers to the property owners within 300 feet. Again, this is not a requirement but a practice the city continues in order to notify as many people as possible. If the commissioners desire, they can leave the public comments open until the next city council meeting. The transportation issues on West Harrisville Road widening project have been

approved and funding is already being received. It was to begin this year, but the city has postponed due to some unforeseen circumstances. The city is in the process of trying to receive the funds to address the remaining transportation issues in this area. The council did recently adopt the new transportation plan which included 750 W. During the development process, issues regarding such items as storm water will be addressed. Also, this is a manufacturing zone not an industrial zone. Anything which is proposed would have to comply with the manufacturing ordinance in our city code.

Commissioner Holbrook asked what the city requirements are for emissions for HHI. Justin Shinsel, Public Works Director, answered the State monitors this through an Industrial Use Permit since the city is not considered large enough to monitor it themselves. Businesses requiring a conditional use permit in this zone would be required to obtain this permit.

Commissioner Read inquired if there are any current agricultural uses on the property currently. Ms. Knight replied historically it has had an agricultural use. Commissioner Read urged the public of the importance to look at the broader picture. The city needs to look to another source of revenue. Ms. Knight agreed this would be another source.

Commissioner Holbrook added one of the reasons for this rezone is to make the parcel congruent with current zoning on the southern portion, the land would connect to the commercial portion bordering Highway 89, and the access would be off Highway 89 not West Harrisville Road. Discussion with the commissioners continued including the total amount of the parcel currently zoned Agricultural (14 acres are in agricultural of 54 total acres).

Commissioner Holbrook reviewed the comments and reasons for tabling this in the past. He feels there is clear reasoning for this to be approved. Ms. Knight asked the commissioners to look at this rezoning from an appeal perspective. Under state law this division of zoning is a burden on the property owner. She added to those who mentioned the water shares concerns, the city will make every effort to maintain their rights.

Chair Averill interjected this concept was not possible two (2) years ago. Now with the development of the city property this is possible. Leaving this piece A-1 no longer makes sense.

Commissioner Elmer said he would hate to see the A-1 disappear but the property is already owned and zoned.

**MOTION: Commissioner Holbrook motioned to forward a positive recommendation of Ordinance 533; an ordinance amending the General Plan Map and Official Zoning Map for certain parcels on West Harrisville Road subject to the Staff Memo dated May 1, 2024, and any other staff or agency comments. Commissioner Read seconded the motion.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Brad Elmer</b>	<b>No</b>
<b>Jordan Read</b>	<b>Yes</b>

**The motion passed with three (3) commissioners voting in the affirmative and one (1) commissioner voting in the negative.**

5. **PUBLIC HEARING** – the Harrisville City Planning Commission will hold a public hearing to take comments for and/or against Harrisville Ordinance 555; a Clustered Development Plan for property located at approximately 863 North Harrisville Road.

**MOTION: Commissioner Read motioned to open the public hearing. Commissioner Elmer seconded the motion.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Brad Elmer</b>	<b>Yes</b>
<b>Jordan Read</b>	<b>Yes</b>

**The motion passed with all voting in the affirmative.**

Ms. Knight referred to the Staff Memo dated May 1, 2024, in response to a public comment asking for an introduction to be made. On December 9, 2021, the Project Management Committee reviewed an application for a Clustered Development for property located at approximately 863 North Harrisville Road identified as Weber County Parcel Numbers 11-378-0001 and 11-378-0002. Staff have been working with the developer over the last several years to address the Flood Plain requirements and to develop a viable concept plan. This Clustered Development Plan complies with the municipal code requirements. Representation letters have been filed by all owners of the properties and were included in the packet. There will be 58 lots in this development with 5 design examples given in the MDA. Bonus Density is outlined in Exhibit “E” of the Master Development Agreement. The Master Development Plan outlines in Exhibit “D-1” the setbacks, height, and building size of each lot, meeting the minimum distance requirements. The Master Development Plan includes 12 acres of open space which will be dedicated to the City. Open space in the development will be developed and maintained by the City. Design and Site Standards and Renderings are outlined in Exhibit “C-2” of the Master Development Agreement. Includes examples of five (5) single family housing type options. Development includes Covenants, Conditions, and Restrictions (CC&R’s). The development lot size is comparable to the R-1-10 standards in the Harrisville Residential Code, these standards have been applied to each lot size. Utility service availability letters have been received from the following providers: Bona Vista Water Improvement District, Dominion Energy, Rocky Mountain Power. Harrisville City provides services for storm water, sewer, and secondary irrigation water. They will be required to be incorporated into the Four Mile Special Service District. Subdivider’s escrow will be required in accordance with HCMC §12.02.09 of the Subdivision Ordinance. Based on the review of the Project Management Committee and analysis of the application’s compliance with Harrisville Municipal Code for a Clustered Development Plan, staff recommends forwarding a positive recommendation to City Council subject to compliance with Title 12 of the Harrisville Municipal Code and any other staff or agency comments.

Robert Bell asked if this was another rezone since this was an A-1 property. Chair Averill explained this type of development is allowed in an A-1 zone. Mr. Bell said he felt the city is circumventing the A-1. How many entrances are there? It is showing one which doesn’t meet the fire code. There will be increased traffic on West Harrisville Road. Where is the traffic study? It is a speedway. There are no sidewalks, and he does not want sidewalks. Cluster development is a



copout to get around the requirements for the A-1 zone. If you do this you set a precedent.

David Anderson wishes the commission to consider this is A-1 before putting development down there. There are flowing springs on the property. He wanted to know what the plan is to mitigate the water in the homes that are planned to be built. He is against the project. What will happen when a developer places something like this on the property and the houses begin to sink. Who will be responsible? The city needs to look at the more complexion of the city. It is a quiet community. He does not want sidewalks on the street. They recently started the irrigation process. This area catches the wastewater from the irrigations.

Shanna Edwards expressed her appreciation for the work the planning commission does. She asked the commission if they received her letter. Developers do not understand the dynamics of the property. Drive through Ashlar Cove and see the effect of the high ground water here in Harrisville. She is opposed to this. She does not feel it will fit into the community. There are areas in the city which just are not developable.

Paul Davis declared access is a concern as is the traffic impact in this area. Those living on Harrisville Road will see more traffic. He stated his concern about the road noise highway 89 and his desire for it to be addressed in another meeting. He stated his runoff water concerns and the concern for the waterfowl currently on the property. If you look at the foliage around the property you can tell how wet the soil really is.

David Schad informed the commission there are wetlands and birds already settling into the area. He moved to the city 3 ½ years ago. When they looked at the property there were 2 girls walking their sheep down the road. He is against this project. He thought to himself this was a nice little ranch. He added his traffic concerns. This was not what he moved here for. Heavily against it.

Linda Gaz said it was her understanding these lands were designated as wetlands by the federal government. She continued to explain how her son was hired to build a fence. As fast as they could dig the hole, the hole filled up with water. The railroad ties wouldn't stay because of the water. Those who think this would be a neat place to build will not realize the water situation and how bad it can be here. She continued by giving a brief history of the use of the property including the results of a prior development whose foundations are currently filled with water. She likes living in Harrisville and walking on the road. Cars go by really fast on North Harrisville Road.

Michelle Walters wanted to know where the A-1 was going? She thought some of the area was a conservation area. She walks her property daily with rubber boots because of the water issues.

Garrett Woolsey began by saying the FEMA Flood Plain Map shows 50% of this lot is designated, without Base Flood Elevations (BFE), as a special flood hazard area and the rest is designated as an annual chance at flood hazard. He feels this is something serious to look at. Looking at the city code A-1 zone is specifically low-density or areas where there are going to be high water tables and limited public access. This is a perfect example of why this is A-1. If you change it to zone R-1-10, a 10,000 square foot lot, a quarter of the size, which is super dense compared to the surrounding parcels, for typical neighborhoods sharing frontage, local roads, and having all necessary utilities and access. By definition, this should stay A-1 and not be changed.

Crystal Woolsey expressed her deep concerns with water mitigation issues. The parcel has multiple streams on it. She noticed there is a subdivision attaching to this project with a spring where it connects. Multiple residents flood irrigates their properties including them. All their water goes down to this parcel. They have no way of mitigating the flood water after their use. We are saying about 15 hours straight of our water flowing past our properties. She stated her concern for the future residents who will have no idea what water issues they are getting into. They would not know until they purchase the house that they would need to buy flood insurance. She said she is scared about changing the A-1. We have very little A-1. She is concerned this zoning change will set a precedent.

Shawn Douglas voiced his curiosity about how the commissioners will look at this parcel since it is a continuous use parcel. He is interested in seeing how the commission will treat this property since the surrounding uses are A-1.

Vicky Anderson said she could see a lake on this property from her kitchen window. Whenever it thaws there are large amounts of water there. She is also concerned with the fact she has large animals. Is there going to be something placed to protect her animals and liability issues with future residents whose homes will back her fence? Her biggest concern is with the water. She feels if there is any question on the water then the commissioners need to go take a walk on the property and see it for themselves.

**MOTION: Commissioner Averill motioned to close the public hearing. Commissioner Elmer seconded the motion.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Brad Elmer</b>	<b>Yes</b>
<b>Jordan Read</b>	<b>Yes</b>

**The motion passed with all voting in the affirmative.**

**6. DISCUSSION/ACTION/RECOMMEND – to recommend Ordinance 555; a Clustered Development Plan for property located at approximately 863 North Harrisville Road**

Chair Averill began answering the public hearing concerns by saying there are two (2) access points proposed. He explained where the connections will be and where the bulk of the traffic will be with most of it being eliminated off North Harrisville Road. He moved to the open space in the middle of the property which is going to be a large regional detention basin of 12 acres. Out of the 37 acres, 12 acres are going to be deeded to the city to mitigate future flooding in this area. Chair Averill asked the developer, Craig North, to explain his development and the regional detention basin. Mr. North said he had an aquatics engineer analyze the wetlands and a flood plain engineer included in the designs of this concept. There would be land drains in the back of each yard to help with water mitigation. The first phase homes will be built approximately 3-4 feet higher than the native soil. The homes will be slab on grade, crawl spaces, or daylight basements where appropriate. He is determined to keep all the homes out of the flood plain elevation and not build in the native soil.

Chair Averill asked if the realignment of 400 North will need a review with Ogden City. Ms. Knight interjected the city has already had this conversation with Ogden City. As part of the recommended motion, a formal application to Ogden City will be included. The developer has been in contact with Ogden City about their requirements. In connection with this, North Street is on the Wasatch Regional Master Plan to go from mountain road all the way to the freeway. The city has asked for the line to be realigned into Harrisville since their master plan shows that connection. Mr. North added they have turned the concept into Ogden City for review and have addressed their engineering concerns many times.

Chair Averill asked if the developer knew if the wetlands were jurisdictional or what the status of them are. Mr. North replied that they are in litigation. Ms. Knight said this is identified in the MDA including any area which will be excluded from development until the areas are approved through the CLOMAR or LOMAR processes. Ms. Knight clarified this is not a zoning change. The zone stays the same. The cluster development is a permitted use within that zone.

There was an error found in the CCR's. The wording refers to another city. Chair Averill pointed out there is a notice in the MDA, section 2.2, for the Right to Farm Community. He continued with asking what the city plans on doing with the open area. Ms. Knight replied first and foremost it will be a regional retention basin to collect the excess water in the city. Another possibility is adding park amenities. Mr. Shinsel stood and addressed the size of the regional detention basin asked earlier by Commissioner Holbrook. A regional detention basin is engineered to meet the 100-year storm requirements. Independence Park is a regional detention basin. There will be control structures to help mitigate the excessive water. State Law states if you irrigate water on your property, the owners are to keep it on their property and have a system in place to move it downstream.

Commissioner Elmer stated he did go down to the bottom of the lot to look over the project. He too is concerned with the water. He feels there is way too much water on the surface. Building on this parcel does not make sense to him. There is no place for the water to go. Ms. Shinsel interjected part of the water issues are from Dixon Creek which has not been maintained nor cleaned out. By adding a land drain system and the Regional Detention Basin these issues can be mitigated. Ms. Knight added the water is a concern. It is difficult to give any details at this time since those items have not been required as part of the approval process yet. There is no part of the subdivision ordinance that allows the developer to skirt the issue with the water. It will be required before we do any approvals for the subdivision. Their application meets the municipal code. The developer is working with FEMA, Army Corp of Engineers, and the appropriate professional agencies.

Commissioner Holbrook stated there will be significant effort on the developer to manage the water issues. There are requirements the developer will need to meet before a building can be built. One of the things we can appreciate is the growth of the state is moving north. We can either get in front of this or play catch up. We do not allow the city developers to walk over the city to obtain their desires. There are multiple evaluations of any development before it even reaches the commission. The city is being very mindful of its residents as they look to the future.

Commissioner Read restated the governor's recent comments about how if smaller cities will not allow development, then the state will force their hand. We do not want to see that happen to Harrisville. If we want our families to live here in Harrisville, then we need to see these types of

subdivisions. That is why we go through the processes as thoroughly as we do.

Ms. Knight explained how the bonus density calculation is obtained to address some concerns by the commission. She went through some of the calculations to help the commission understand how the 58 lots was reached for this development. She added if the mitigation is not completed, then the development will not be able to be placed in this area. She agreed with Commissioner Read. The governor is highly interested in developments which will increase housing. This plan preserves the open space. With 400 North potentially going through the city, we would be remiss if we do not take advantage of this now. In recent months, UTA has purchased property in Harrisville to bring Frontrunner North. They are in the process of purchasing others, but we do not know their plans. However, they are in a better position than anyone to increase the culverts under the rail lines which will alleviate the flood plain in this area. We also know they are intending to install some type of substation to service the BDO. Any protections we can put into place with development to maintain that open space will help the city keep the vision in the General Plan and requirements of the Moderate-Income Housing Plan. The State cannot require us to place higher density in an area we have lower densities.

Continued discussion occurred on traffic, sidewalks, protecting the existing residents, and current uses of North Harrisville Road. The commission ended the discussion in agreement that they did not want to wait for the city to be forced to place a mass transit station in this area. Their desire is to protect the current residents and their families by doing what they can to maintain this open space.

**MOTION: Commissioner Holbrook motioned to forward a positive recommendation of Ordinance 555; a Clustered Development Plan for property located at approximately 863 North Harrisville Road subject to the Staff Memo dated May 1, 2024 and any other staff or agency comments including engineering notations from Ogden City. Commissioner Read seconded the motion.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Brad Elmer</b>	<b>No</b>
<b>Jordan Read</b>	<b>Yes</b>

**The motion passed with three (3) commissioners voting in the affirmative and one (1) commissioner voting in the negative.**

**7. DISCUSSION/ACTION/RECOMMEND – to approve Conditional Use Permit # 143 an application for a preschool business located at approximately 2264 N 600 W.**

Ms. Knight reviewed the staff memo. On April 21, 2024, an application was received for a Conditional Use Permit for a Home Occupation at approximately 2264 N 600 W, Harrisville, which is zoned R-1-10. In accordance with Harrisville Municipal Code 11.10.020(9)(a) a conditional use permit is required for visiting clientele. The application is for a Preschool for up to 10 children for two preschool sessions twice a week on Tuesdays and Thursdays. Preschool hours will be an AM session from 9:15-11:45 am and a PM session from 12:15-2:45pm. Included in the staff memo are the basis for issuance for the commission review.

Chelsy Shelton explained she is looking to open an in-home preschool. Chair Averill asked for more details on the impact in the community. Ms. Shelton plans is to have the parents park on both sides of the road and walk their child to her door. The road is wide enough to accommodate this. The preschool will be in the living room space in the basement and is less than 25% of the home. The preschool times will begin and end after the busing of junior high and elementary children.

Chair Averill asked if there will be an additional employee and food preparation. Ms. Shelton replied she is limited to 9-14 children. She is choosing no more than 10 since this is her first year. She is not planning on an employee. The food will be pre-packed items.

Ms. Knight added staff recommends approving the conditional use permit based on compliance with Harrisville Municipal Code subject to the outlined conditions in the staff memo are being met.

**MOTION: Commissioner Averill motioned to approve Conditional Use Permit # 143 an application for a preschool business located at approximately 2264 N 600 W subject to Staff Memo dated May 1, 2024, HCMC §11.10.020(9) – Home Occupations, and all other staff or agency comments. Commissioner Holbrook seconded.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Brad Elmer</b>	<b>Yes</b>
<b>Jordan Read</b>	<b>Yes</b>

**The motion passed with all voting in the affirmative.**

Ms. Shelton was informed by staff there is a fifteen-day appeal period. Assuming there is no appeals received to the city the permit can be signed after May 23, 2024.

**8. DISCUSSION/ACTION/RECOMMEND – to grant Preliminary Plat Approval for Summit Views Phase 1 located at approximately 125 W 1100 N.**

Ms. Knight reviewed the engineer’s memo dated May 6, 2024, for Summit Views Subdivision Preliminary Plat – Phase 1 approval. This first phase of the development will construct 17 townhome units, 6 single-family units and includes the construction of the main public roadway through the property and stubs for future street connections. Preliminary approval of the plat at this time with the following comments to be completely addressed prior to final approval. They are: Submit the plat to the Weber County Surveyor’s Office for review and receive approval of the plat from their office. Include a signature block for them on the plat; Address all red-line comments provided by our office on the preliminary plat; Include any required easements for drainage, sewer, irrigation, etc. on the plat; The stub roads that run east and west intersect the main road at less of an angle than the city standard. Fix the angle of the road connection or obtain approval for this variance from the Administrative Land Use Authority; Obtain approval from North View Fire District for the turnaround area at the west end; and Provide lot addresses on the plat as provided by our office. Mr. Shinsel stood to address the concerns with the angle on Wahlen Way.

**MOTION: Commissioner Read motioned grant Preliminary Plat Approval for Summit Views Phase 1 located at approximately 125 W 1100 N subject to City Engineer Memo dated May 6, 2024, and any other staff or agency comments.**

**AMEND MOTION: Commissioner Read amended his motion to include the city engineer’s memo dated May 6, 2024. Commissioner Elmer seconded. All voted in the affirmative.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Brad Elmer</b>	<b>Yes</b>
<b>Jordan Read</b>	<b>Yes</b>

**The motion passed with all voting in the affirmative.**

**9. PUBLIC COMMENTS – (3 minute maximum)**

Matthew Tropp would like to see more detail on the road alignment for Wahlen Way since his home resides at the end of it. He would like to know the impact it will have on him.

Paul Davis stood and asked more about the runoff water. He expressed his feelings on where the runoff water should not go. He would be highly opposed to the project if it went into the Western Water system.

**10. COMMISSION/STAFF FOLLOW-UP.**

Ms. Knight reminded the commissioners to sign their Ethical Behavioral Forms before leaving tonight. Otherwise, she had no follow-up for the commission.

Mr. Shinsel stood to address any questions about development in the city. He began with Ben Lomond Subdivision. The developer intends to start the installation of the new sewer line next week. They are pushing a month timeline which is very aggressive. Also, they are pushing to get the main road in as quickly as possible.

The UDOT Highway 89 project resurfacing project will begin tomorrow. Starting with the accessibility ramps which are not up to code. They will also be removing portions of the center median. The end date for this project is September 30. They are trying to postpone most of the major work until after school ends. They are very mindful of Harrisville City needs and are working with city staff to accomplish this. In addition, most of the work will be at night. The project is from 2700 North to Wall Avenue. The North Harrisville Road entrance will be completely redone.

Commissioner Elmer asked if Mr. Shinsel could talk to UDOT about the light at 750 West. He asked for the light pattern to be changed on 750 W and HWY 89. He also mentioned the changes in the public works building and how quickly progress is coming. Ms. Shinsel added the floor and vertical walls should be poured next week. There will be a flag closure on 750 West while the powerline is installed. This will occur sometime in July.

Chair Averill asked about the LOMAR and CLOMAR updates for Dixon Creek Park Subdivision. Ms. Shinsel replied the developer is close to having everything finalized. Preconstruction on Phase 1 is coming up shortly and discussion on phase 2 has begun with city staff.

He concluded by saying Ashlar Cove is digging foundations and the light at the intersection of Ben Lomond Subdivision and 1750 North will not be placed until the capacity or essential emergency services warrants it.

**11. ADJOURN.**

**MOTION: Commissioner Averill motioned to adjourn the meeting. Commissioner Elmer seconded.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Brad Elmer</b>	<b>Yes</b>
<b>Jordan Read</b>	<b>Yes</b>

**All voted in the affirmative.**

**The meeting adjourned at 9:23 pm.**

**Nathan Averill**  
Chair

**Cynthia Benson**  
Deputy Recorder

**Harrisville City Planning Commission**  
**363 W. Independence Boulevard**  
**7:00 p.m., April 13, 2022**  
**Conducting: Chair Chad Holbrook**

**Commissioners:** Chad Holbrook, Chair  
Brenda Nelson  
Nathan Averill  
Bill Smith  
Kevin Shakespeare  
Brad Elmer [Excused]

**Staff:** Jennie Knight (City Administrator)  
Cynthia Benson (Deputy Recorder)  
Justin Shinsel (Public Works Director)  
Matt Robertson, City Engineer

**Visitors:** Marvin Farrell, Brian Dabb, Regina Hokanson, Cliff Hokanson, Blaine Barrow, Arnold Tait, Michelle Tait, John Macedone, Antida Macedone, Reta Smith, Greg Mason, Mishelle Ensign, Dale Watkins, Sharon Watkins, Travis Baird, Joode Baird, Micheal Farrell, Scott Myers, Luke Myers, Scott Smoot, Geri Knighton, Flemon Martinez, Joey R. Melfi, John Leishman, Roger Shuman, Wes Crosbie, Sherri Vasa, Lynnae Dopp, Brian Gabler, Taylor Spendlove, Austin Moffitt, Alan Temkin, William Scott, Taylor, Shanna Edwards, Shawn Douglas.

**1. Call To Order.**

Chair Holbrook called the meeting to order, welcomed all visitors, city officials and other business leaders. Commissioner Brad Elmer was excused.

**2. Consent Approval** – of Planning Commission minutes from March 9, 2022.

**MOTION: Commissioner Smith motioned to approve Planning Commission minutes from March 9, 2022 as presented. Commissioner Averill seconded. Voting was unanimous.**

**3. Public Hearing** – Harrisville Planning Commission will hold a public hearing April 13, 2022 at 7:00 p.m., at Harrisville City Hall located at 363 W. Independence Blvd., Harrisville, Utah, to take comments for and/or against Harrisville Ordinance 533; a zoning change application received by Entity X, LLC from Agricultural (A-1) zone to Manufacturing (MP-1) for northern piece of Weber County Parcel #11-019-0041, located at approximately 736 W Harrisville Road.

Chair Holbrook turned time over to Jennie Knight, City Administrator, for background information. Ms. Knight began by saying the city reviewed an application from Entity X for the potential rezone of parcel #11-019-0041. The parcel is numbered under one number but is broken into two parts. The northern portion is what is being considered for this application.

Chair Holbrook opened the public hearing portion.

Marvin Farrell began by saying he has known Cliff for some time now. He feels the concept plan presented is a good plan. He would like to see the commercial. He jested he would have to find another home for his cows if this is developed. He is more than willing to work with this concept despite his concerns. He mentioned on the proposed plan the canal says it is the Harrisville Canal. The canal is actually owned by the Western Irrigation Company. He said the proposal says this canal will be piped.



He said it will need to be approved through the Western Irrigation Canal company for this to happen. He mentioned the Farrell ditch as well and its location on the surrounding properties. He said the ditch has been there a while with poor flow. He would like to keep the ditch there since this is where his irrigation comes from. He knows of easements along each of these ditches which would have to be discussed.

Mike Farrell said the Farrell ditch is where he gets his irrigation water. He would like to approve the ditch engineering to make certain the ditch is maintained properly. Currently, he is the one who maintains it.

Shawn Douglas said he looked at the city zoning maps. He mentioned the current and the future zoning is the same of A-1. He is all for property rights and expectations. However, his concern is about the surrounding residents who are all A-1 as well. He is concerned with the residents and the lighting. He says it really does not fit. He would like to see the property stay A-1.

Sherri Vasas began by saying she moved to the city four years ago and is currently surrounded by A-1. She would like to see the area stay A-1. She is concerned about the lighting. She understands manufacturing is not pretty and looks like junk yards at times. She would like to see the zoning stay at A-1 and not extend all the way to 750 W.

Travis Baird said he is a life resident. It has been a long-term plan for this property to stay A-1. This is what he had planned when he built his home. He would like to see the city stay the way it is. He owns a machine shop in a manufacturing zone so he understands how the manufacturing zone works. He would like to see Harrisville stay more agricultural. He would like to see the city stay true to what he grew up.

Blaine Barrow said he lives just down the street from this parcel. He said the plat looks great with the piping of the canal and such. He is concerned about the smaller irrigation ditch which runs to the northern city property. He was wondering about how the traffic would flow. He was wondering if the plat can be changed after the zoning has been approved. He said the lighting may be an issue on either side and 750 W. His concern is if the commission approves this can the plan be altered later to meet other needs.

Chair Holbrook invited Roger Shuman to stand and read in his letter to the Planning Commission to make it part of the record.

Mr. Shuman explained he sent a letter stating his opposition to the MP-1. He is concerned about the traffic. He is concerned about the ability of the city to manage this stuff. As an example, he mentioned neighbors across the way with junk on the back portion of their parcel, bread trucks parked in a field, and the Brickyard. He feels the city cannot currently control or maintain the use of the properties so why take on more. Also, there are people running commercial truck yards in their residential lot. By allowing this, it would create more of a burden for the city to maintain. He feels there is a better use for the property. He would like to see it stay A-1.

Reed Fowers questioned if this is changed what would be allowed once the changes are made. With the information given, the parcel is broken into sections. Can it be changed? Can they change the building size, height, etc? Are they going to be four level buildings like what is currently at HHI? He feels these questions need to be considered during the process of approval.

Greg Mason said he is concerned with the change from agricultural. He moved here from the big city in 2018. When he first moved to Harrisville, he enjoyed listening to the cows in the morning. Now he

listens to construction trucks. Mr. Mason ended by saying, as the saying goes, “you take paradise and put up a parking lot”.

John Gaz explained he has property adjacent to the parcel mentioned. He would like to see the land remain agricultural so the use does not infringe on the use of his own land adjacent to it. He feels the presentation is somewhat misleading. The proposed concept is broken into seven parcels which implies future use to be either commercial or personal use. He feels it is misleading to parking, shelters, piping of the canal, road ways with connections to 750 and HWY 89. As he reviewed the plan, he wants to know what will be considered manufacturing and any hazards for the people adjacent to the parcel mentioned.

Jeri Knighton began by saying she is not next to the parcel but she is next to agricultural land. She understands the process a developer/builder since she works for one. She is concerned with making a change here because when allowances are made for one it will open the doors for others. One adjustment here will open the door for other adjustments. There is tagging all along HWY 89 already. She hopes the commission will consider protecting what the city has.

Chair Holbrook closed the public hearing.

Chair Holbrook asked for the concept plan of the area to be placed on the whiteboard for the audience to see in order to better address the concerns brought forth by the public comment period. Commissioner Averill began by saying the gray area on the concept plan is an already approved area for future commercial and is where the connection to Highway 89 will be.

Chair Holbrook said it is important while the city looks at these developments, the residents are informed so rumors can be dispelled before being created. He invited HHI to present their concept.

Cliff Hokanson, one of the owners of HHI, said they have the manufacturing parcel to the south. He bought the parcel within the A-1 zone as well, as it is the same parcel. He is hoping to provide a tax base and revenue stream for the city. The clients that are approaching them are a high-end client with high-end product. Mr. Hokanson said he wishes to be a good neighbor and will take a look at the brickyard. He is trying to provide a tax base along with move the traffic through to HWY 89 and not adding to 750 W. He is trying to add to his manufacturing parcel. He said they did mislabel the canal and will fix this on the next concept plan. He is looking at piping the canal and ditches to help with evaporation and less infiltration. With the Farrell ditch he is working with the city to protect this ditch by putting it in a public right-a-way. He said they have been working with the city staff to address issues appearing as the project moves forward. Some of the items are ones he had not thought about. He is trying to keep a nice open green space. What they are trying to do for the neighbors is to create a decorative screen between the residents surrounding the parcel as well. They plan to keep it more of a desert scape to preserve water. Some of the buildings will have the frontage as a show side with the back side being the manufacturing area. His end result would be to protect the residents. He said the concept does have some bugs which need to be worked out but he is trying to find the best solution for all those involved.

Chair Holbrook said as they look at the plan, they are seeing eight buildings. Mr. Hokanson said it is possible the northern eighth building will be removed once discussions are finished with the city. Chair Holbrook continued by asking what will happen once the concept is approved in an effort to answer the concern during the public hearing. Mr. Hokanson said right now the concept does not meet all the city engineering needs. There are items which need to be ironed out. He is attempting to meet all the city

requirements but the concept proposal shown tonight is the general concept of what they would like to do. Chair Holbrook asked what the heights for the buildings will be. Mr. Hokanson said they would follow the city codes first and foremost. He is hoping the taller buildings will be closer to the southern end of the parcel to try and be a good neighbor. The buildings will be one to two stories depending on the use. Mostly a large one story with two-story frontage. He feels the buildings may even be shorter.

Ms. Knight said with a zoning change the city does review the site plan details. This is done at a later time in the process of approval. The concept plans currently shows unfinished access points. The city is negotiating for the infrastructure to be placed in a public right away. Staff recommendation is to table this item for now since the city and developer are in the negotiating process. She addressed the concern about the change by stating according to code the exhibit known as the concept plan cannot substantially change. The plan does have an expiration if the project is not started it will revert back. The public comment period is open until the next planning commission. They have to work on the piping of the canal and other issues found by staff before coming back to the Planning Commission.

Chair Holbrook asked if the commission was in agreement to table the item. Commissioner Averill agreed this would be a good idea to give the commission and staff a chance to work out the issues addressed tonight. He thanked the public comments and HHI for their good faith efforts with their development. Chair Holbrook asked to entertain a motion to table this item.

4. **Discussion/Action/Recommend** – to recommend adoption of Harrisville Ordinance 533; a zoning change application received by Entity X, LLC from Agricultural (A-1) zone to Manufacturing (MP-1) for northern piece of Weber County Parcel #11-019-0041, located at approximately 736 W Harrisville Road.

**MOTION: Commissioner Averill motioned to table Harrisville Ordinance 533 in order to discuss future concept plan development. Commissioner Shakespeare seconded the motion. Voting was unanimous.**

5. **Discussion/Action/Recommend** – to recommend Preliminary Approval of Ben Lomond Views Phase 2A Preliminary Subdivision Application.

Chair Holbrook asked Ms. Knight to give an overview of the project. She said the preliminary subdivision application was received. Staff met with the development team and most of the project management committee to approve the advancement of the site plan for Phase 2A to Planning Commission. She preliminary site plan was reviewed which includes: 153 unit's total; 101 single-family lots and 52 townhomes along with the connection to 2000 North. Staff reviewed the engineer's memo. Commissioner Averill said the notes from the engineer say they were mostly dealing with sewer heights. Mr. Shinsel said they are trying to move through the process allowing the time to address the issues with staff and engineers before this project comes back to Planning Commission for final approval. The developer's agreement was passed with the zoning. The city is at the first phase of this project. He addressed the inner roads and how it will be changed for snow storage within the northern area with regard to the turnaround. The concept was put together prior to the engineering. Now the developer needs to review to make certain the engineering works.

Chair Holbrooks said what is before the commission tonight is to simply grant preliminary approval to allow time for the developer to satisfy the concerns addressed in the engineer's memo. He said the developers have been great to work with. Brian Gabler, the engineer for LEI Engineers was asked by Chair Holbrook to stand and address any issues he saw with the engineer's memo. He said he had a copy

of Mr. Robertson's memo and did not find anything overly concerning with it or with the staff recommendations.

Commissioner Averill said he has a question about the 4-way stop on the south end, asking if there a need for the 4-way stop. Mr. Shinsel said there will be signage throughout the whole of the development. The reason you are not seeing all of the signage and such is because this is a simple concept. This will be addressed through the process. Matt Robertson further explained he had noticed the same issue and will review the traffic study to see what the use needs are for this intersection and to see if the four-way is warranted.

Commissioner Averill asked if the light will be in before the road is developed. Ms. Knight said the developer is working with UDOT on when the installation will occur. UDOT controls the timeline for this.

Chair Holbrook mentioned to the commissioners this is one step in the process. The developer will bring in more phases as they are ready.

**MOTION: Commissioner Nelson motioned to recommend Preliminary Approval of Ben Lomond Views Phase 2A Preliminary Subdivision Application subject to the engineer's memo dated April 7, 2022 and the staff memo dated April 1, 2022 including all other agency comments. Commissioner Averill seconded the motion. Voting was unanimous.**

- 6. Discussion/Action/Recommend** – to recommend adoption of Harrisville Ordinance 523; a zoning change application received by The Scott Group, LLC, from Agricultural (A-1) zone to Mixed-Use (MU – C) for Weber County Parcel #11-016-0020, located at approximately 1371 N Washington Blvd.

Chair Holbrook said there are 27 acres within this project. Ms. Knight gave a quick update on the project; Ordinance 523; a zoning map amendment and master development agreement for the Dixon Creek Park development. This was previously referred to as the Washington BLVD project by staff. An application was submitted to rezone the parcel located at approximately 1371 N Washington Blvd from RE-15 zone to the MU-C Dixon Creek Park Zone. The Public Hearing was held April 14, 2021. A series of work committee sessions have taken place over the last twelve (12) months. Part of the negotiations included the sale of the city shops to accommodate the northern entrance alignment with the Ogden City Street. They have made adaptations to accommodate the flood plain. They are continuing to mitigate the flood plain issues on the parcel as well. The MDA had a couple of small changes by our City Attorney after the packet was posted. The changes are as follows; The language of the residential area which needs to be mitigated for the flood plain was included to exclude these lots from being developed unless they are mitigated. Another change to section 2.5.2 with the goal of satisfying all phase 1 requirements for approvals within a period of not more than 12-months and then with the following phases being completing on a 12-month cycle until the final completion. There are 6 different phases. Section 2.5.4 the change was 6-months following the termination of the 36-month lease on the Harrisville Public Works Building the commercial buildings will begin being built and in place or work within that period of time. Section 3.2 change was to fix the misnumbering. Section 4 the MDA term would expire on Dec 31, 2032 but could be extended to 2037. The last change was to remove the annexation into the Four Mile Special Services District since this project is within the Pineview district. Staff does recommend a positive recommendation subject to the staff memo dated April 4, 2022.

Commissioner Averill asked if they would actually be able to move the stream. Scott Smoot addressed this concern informing Commissioners this process is in negotiations with the Army Corps of Engineers. He has already submitted the application for this change. He feels this would be a positive improvement since this stream has never been maintained. Commissioner Averill asked if the parks will be part of the HOA. Mr. Smoot said the intent is to dedicate the larger park to the north back to the city.

Chair Holbrook reviewed the concept plan for the park and its amenities. Commissioner Averill asked about the recommendation for a traffic light. Ms. Knight asked if this was for the south entrance. Commissioner Averill said the light would be 400 feet closer than what UDOT would allow. Commissioner Averill wanted to know what would happen if they cannot have the light since it would create a large backflow throughout the development. Mr. Smoot answered by saying they have had a number of discussions with UDOT to align this street with the one across from it. UDOT has already bought the home near EK Bailey to create the light at that point along Washington Blvd. Ms. Knight said there are many proposed stubs throughout the subdivision for the potential to exist for a connection to the light. Commissioner Averill went through his concerns with the light, the park, the road and such to see if they were addressed as well. Ms. Knight answered his questions satisfying his concerns. She added several concerns will be addressed in more detail during the development of site plan reviews and the city's development of the park area.

**MOTION: Commissioner Averill motioned to recommend adoption of Harrisville Ordinance 523; a zoning map amendment and master development agreement for the Dixon Creek Park project subject to the engineer's memo dated April 4, 2022. Commissioner Nelson seconded the motion. Voting was unanimous.**

- 7. Discussion/Action/Recommend** – to approve a Conditional Use Permit for a transportation business in the MP-1 zone which includes outdoor storage and parking for property located at 1589 N. 750 W. [Applicant Joey Melfi]

Chair Holbrook asked Ms. Knight to review the application. She began by saying an application was received by Joey Melfi on March 16, 2022 for property located at 1589 N 750 W for open air storage and for parking of large and small vehicles. A letter of permission has been received by the property owner, Weston Crosbie. The outlined findings upon review with the Harrisville Code Municipal Code were included in the commissioner's packet. This parcel is currently in the MP-1 zone. In HCMC §11.12.020 Uses states outdoor storage or recreational vehicles, equipment, or finished products not associated as the main use of the lot is allowed under a Conditional Use Permit. She outlined the basis for the issuance of a conditional use permit and some of the outline issues staff found during the initial review to consider. The findings are as follows: location of parking lots, access ways, delivery areas and on-site vehicle circulation patterns created by the site design; does not create unusual pedestrian or vehicle traffic patterns or volumes not consistent with the permitted use; the site design is consistent with surrounding area; hours of operation may need to be mitigated so as not to negatively impact the adjacent areas; the location and size of the outdoor storage areas and the relationship to adjacent land uses may need to be mitigated so as not to negatively impact the adjacent areas; the exterior lighting should not be directed to adjacent residential uses. Commissioner Averill asked if this was an amendment to the original site plan for the development. Ms. Knight said the city has not received an amendment to the site plan but maybe something to consider with the conditional use issuance. The proposed location is working through compliance with the building official. The use does conform with the goals, policies, and governing principles of the MP-1 zone. The applicant must implement appropriate EPA measures to not detrimentally affect the public or private property, or community or area as a whole. As staff

discussed this application this afternoon, they found something else to be considered and heavily suggested which is the owner come into compliance with the General Multi-Sector Industrial Storm Water Permit before this conditional use permit is issued. Ms. Knight continued by reviewing HCMC §11.20.220 Outdoor Storage shall be screened from public view by a six-foot-high solid masonry fence or another solid fence or screening height approved by Planning Commission and no hazardous materials are allowed. A number of letters have been received by the neighboring business owners. The parcels listed on the application are inconsistent with the parcels shown on the site plan. This will need to be addressed as well so we know what parcels the applicant is requesting so we know what parcels to apply the conditional use permit to. Ms. Knight also stated there has been some concern by the neighboring business owners. She expressed to the commission this was not a public hearing or open for public comment. It is up to the commission if they wish to read through the concerns at this time. The applicant is here and available to answer any questions regarding this permit.

Chair Holbrook asked if any commissioners had any questions. Commissioner Nelson's concern is in the application where it says consists open air storage and work on large and small vehicles. With this item the commission would have to know the times and ask they follow the ordinance. Ms. Knight said the hours of operation were one of the suggestions on the staff memo. Chair Holbrook invited Mr. Melfi to address the commission.

Joey Melfi addressed the Commission by saying the reason for the conditional use permit is to ask for guidance as their property grows in the MP-1 zone. He and his business partners understand there are headaches in doing business in the wrong zones. He wants to do it right. He does light manufacturing, R&D and then transportation as part of his business. He needs a place to park the trucks and work on them when needed. Chair Holbrook asked if he would be working on 18-wheel trucks. Mr. Melfi said he would like to change a tire if he blows one. Chair Holbrook asked what else like general maintenance. Mr. Melfi said yes like an oil change and such. He needs a place he can pull his truck into a shop and change the oil or work on it. Commissioner Averill asked how many trucks and trailers he would like to park in the area. Mr. Melfi said he did not own that many. He was only looking for a handful of trailers and a couple of trucks. Chair Holbrook asked for more description on what he means by trailers. Mr. Melfi says the trailers are based off what work is needed. Big rig trailers, dry hauling, flatbeds, refrigerator, etc. Commissioner Shakespeare asked what kind of ground was there since he knew of only weeds and dirt. Mr. Melfi said he had brought in several loads of gravel already and plans on bringing in more. Commissioner Averill said with the EPA comments we do not want any fluids spilling onto the ground. Commissioner Averill asked what the plan was to mitigate the fluids. Mr. Melfi said he has not thought of it since there is not much of it but would look into it. Chair Holbrook said Mr. Melfi would need a clear plan on how to mitigate the fluids. Commissioner Averill said it would need to be addressed where the parking area is so there is no leaking of the fluids onto the ground. Commissioner Nelson asked for some clarification on how Mr. Melfi fits into this. Wes Crosbie is the property owner and Mr. Melfi is leasing the property from Mr. Crosbie. Mr. Melfi said he was a tenant. Commissioner Averill said what time would be the hours of operation. Mr. Melfi said he comes and goes at all hours. Commissioner Averill asked if he works on the vehicles at all hours as well. Chair Holbrook said this would be something the commission would need to mitigate. Screening was addressed with residential areas about it. Ms. Knight read the code requirement. HCMC §11.20.220 Outdoor storage shall be screened from public view by a six-foot-high solid masonry fence or another solid fence or screening of a height and material as allowed or required by the Planning Commission. The commissioners expressed how much viewing from the residential there would be.

Commissioner Smith asked Mr. Melfi if he was the one leasing. His concern was this situation turning out like another issue in the city. Ms. Knight said the difference here, is Mr. Melfi is the applicant and the leaser so he is fully aware of the stipulations placed on the parcel.

Parcels were addressed. The parcels the application cited were 11-409-0005 and 11-409-0007. There was some discussion on the route the trucks would take. 11-409-0009 is the other section of the hatched area of the site plan not mentioned in the permissions letter. The applicant would need to have permission from the property owner to include this in the permit and to match the site plan submitted. Mr. Melfi was asked to clarify which parcels he would use. Mr. Knight said her interpretation is the parcel of 11-409-0009 would need to be given permission by the property owner or the letter of permissions would need to be resubmitted stating such. Weston Crosbie stood and gave permission to include the parcel 11-409-0009. He is the owner by Weber County Records and gives permission for Mr. Melfi to run his business on the parcel. The parcels to be included in the conditional use permit are 11-409-0005, 11-409-0009, and 11-409-0007. All three parcels are showing the same property owner based off the Weber County Records, Weston Crosbie.

Chair Holbrook said they need to address the fencing issue. The commissioners discussed where the fencing would need to be and what kind of fencing would be constructed. Ms. Knight read the code for Outdoor Storage screening. HCMC 11.20.220. Outdoor Screening With the exception of retail sales displays in an approved commercial area, outdoor storage shall be screened from public view by a six-foot-high solid masonry fence or another solid fence or screening of a height and material as allowed or required by the Planning Commission.

Chair Holbrook asked about the lights. Mr. Melfi said there are some on the shop but they can be turned or repositioned as needed.

The Commissioners gave discussion regarding the hours of operation. Mr. Melfi said he comes in at all hours. For instance, tonight he needs to leave with his truck by 10 to get to Denver by 8:30. He was asked by the commission if he would be working on the trucks at that time. Mr. Melfi said no, but he may start up his loader and plow if it is snowing. Ms. Knight asked for staff clarification 24 hours for parking only. Working on the vehicles, loading and unloading, and such would be 7 am to 10 pm. If there was snow, the shoveling would need to be done during hours of operation to avoid disrupting the quality of life for those around.

Chair Holbrook asked the commission and the staff if there were any other concerns. Mr. Shinsel stood to reiterate the staff comment about the Industrial Storm Water permit. This is a program run through the State of Utah, the DPQ and the EPA. This would have to be in place with the site plan prior to issuance of the conditional use permit and also enter into an agreement with the city for our long-term Storm Water Management Plan that we have in place stating the city is allowed to go in and do a full-scale inspection of the storm water system yearly. Commissioner Averill said this is for the city to make certain everything is draining properly. Mr. Shinsel said it was not only for that but to make certain there are no fluids draining into the ground from the hydraulics or by other means. The Industrial Storm Water Permit through the state are quite extensive. Staff would like to see the storm water permit in place and operational before approval of the conditional use permit is approved.

Ms. Knight said the staff would be more comfortable with this recommendation to allow the applicant and owner the time necessary to meet the requirements before issuance.

**MOTION: Commissioner Nelson motioned to table until the city receives the Industrial Storm Water permit, fence installation of 6” chain-link fence with privacy slats, and other items are in place before issuance of the Conditional Use Permit. Commissioner Shakespeare seconded the motion. Nelson, Smith and Shakespeare voted aye. Commissioner Averill abstained from the vote.**

**8. Commission/Staff Follow-Up.**

Commissioner Averill said the only thing he had was the notices for the Utah Public Notice website states the postings have contact information from a previous employee and not current city staff.

**9. Adjourn.**

Chair Holbrook declared the meeting adjourned at 8:48 PM.

Chad Holbrook  
Chair

Cynthia Benson  
Deputy Recorder





# HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100  
www.cityofharrisville.com

MAYOR:  
Michelle Tait

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

## Staff Report

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Ordinance 555; Clustered Development Plan  
Harrisville Fields Subdivision  
May 9, 2024

To: Harrisville Mayor & City Council  
From: Jennie Knight, City Administrator  
RE: Ordinance 555; Clustered Development Plan

### A. Background and Summary.

On December 9, 2021 the Project Management Committee reviewed an application for a Clustered Development for property located at approximately 863 North Harrisville Road identified as Weber County Parcel Numbers 11-378-0001 and 11-378-0002. Staff has been working with the developer over the last several years to address the Flood Plain requirements and develop a viable concept plan. Planning Commission held a public hearing at their May 8, 2024 meeting to receive public comment and forwarded a positive recommendation to adopt this ordinance. Planning Commission minutes are included in the meeting packet for Council's review.

### B. Analysis.

#### HCMC §11.16.030 General Regulations

1. Minimum size. A minimum of ten (10) acres of land area is required for any clustered subdivision, unless the planning commission enters findings that a smaller but not less than five (5) acre development furthers the purpose and intent of this chapter.

Total development acreage is 36.93. Applicant is requesting consideration for this Clustered Development Plan with compliance to additional code requirements.

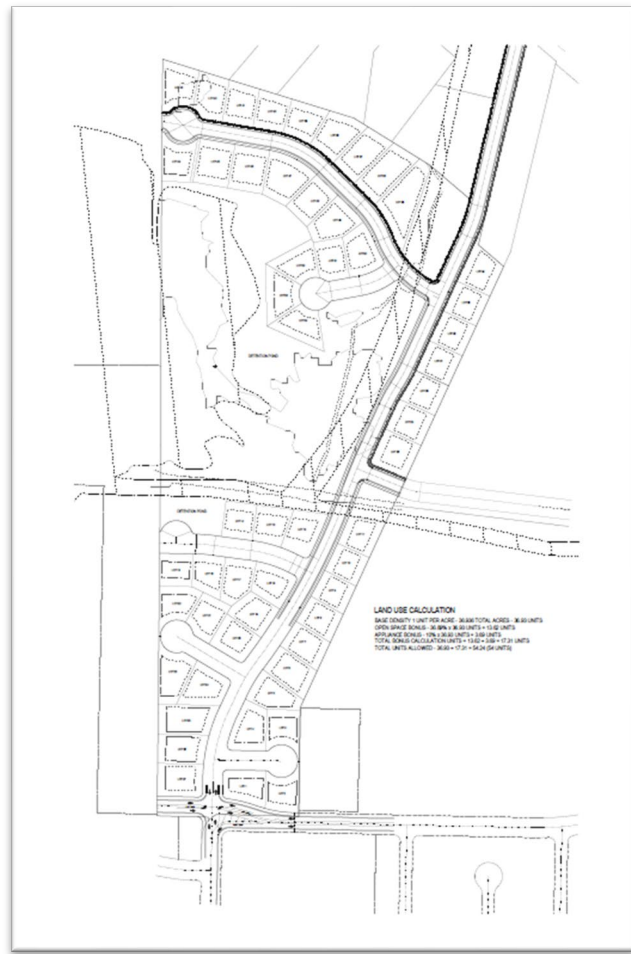
2. Application and ownership. A clustered development is initiated by an application filed with the city and forwarded to the project management committee as the initial land use authority. The development shall be in single or corporate ownership at the time of application, or the subject of an application filed jointly by all owners of the property.

Representation letters have been filed by all owners of the properties. [See Exhibit "A"]

3. Planning and mitigation. The initial land use authority shall require that the arrangement of structures, open spaces, and amenities be developed in such a manner to assure that adjacent properties will not be adversely affected, and

account for all preliminary subdivision approval requirement and other ordinance set forth in the municipal code.

Development has Agricultural property buffering existing homes on all adjacent sides.



4. Planning commission. Upon recommendation of the project management committee, the planning commission shall make its recommendation to the city council for preliminary action after any required public hearing.

Public hearing to receive public comments was held on May 8, 2024.

5. Density. The maximum number of units, allowed in a clustered development shall be equal to the number of units that can be developed in the current zone, plus any applicable bonuses as set forth in this chapter.

Bonus Density is outlined in Exhibit "E" of the Master Development Agreement.

6. Lot area, lot width, setbacks and lot coverage regulations shall be determined by approval of the development plan. The minimum distance between any part(s) of the main buildings shall be ten (10) feet, and the minimum side yard for any single lot shall not be less than ten (10) feet.

The Master Development Plan outlines in Exhibit "D-1" the setbacks, height, and building size of each lot, meeting the minimum distance requirements.

7. Open space. Every cluster development shall provide open space within the development. No streets, sidewalks, common space, or parking areas will be included as part of the required open space.
  - a. The open space may be:
    - iii. Incorporated into recreation areas as agreed by the city.

The Master Development Plan includes 12 acres of open space which will be dedicated to the City.



- b. Preservation of the open space area shall be ensured by a perpetual conservation easement deeded to an appropriate entity designated by the city.
  - iii. Ownership of the open space may be by:
    3. Harrisville City or its designee

Open space in the development will be developed and maintained by the City.

8. General design. The general design of public improvements shall comply with the city's public works standards except where such exceed the quality set forth in the standards or as mutually agreed by the parties in a development agreement approved by the city in order to enhance the development.
  - a. Theme. A common building theme shall be required and approved by the planning commission for each clustered development. The design shall provide unification of exterior architectural style, color, and size of each unit, however, with an appropriate housing mix.

Design and Site Standards and Renderings are outlined in Exhibit "C-2" of the Master Development Agreement. Includes five (5) single family housing type options. [Examples below]



b. Covenants. The applicant shall provide for covenants, conditions, and restrictions relating to the clustered development as approved by the city. **Development includes Covenants, Conditions, and Restrictions (CC&R's) outlined in Exhibit "".**

c. Site development. Lot layout, setbacks, and site development in a clustered development shall be consistent with the zone closest to the overall average lot size. For example, if the average lot size in the clustered development is 15,000 square feet, then the site development standards of the RE-15 zone (or its successor) apply.

**Because the development lot size is comparable to the R-1-10 standards in the Harrisville Residential Code, these standards have been applied to each lot size.**

9. Service capabilities. The proposed development shall not exceed the service capabilities of the city or an affected entity, nor shall such be detrimental to the health, safety, or general welfare of persons residing in the vicinity. In the event that service capabilities of the city or any affected entity are exceeded, this will constitute grounds for disapproval. It is presumed that service capabilities are exceeded if the city engineer or an affected entity provides a letter indicating the service capabilities exceeded. Service providers include, but are not limited to the following: North View Fire Department, Bona Vista Water District, Rocky Mountain Power, Questar Gas, Qwest, Pine View Water or secondary irrigation water, U.S. Postal Service, Comcast, city storm water control, Army Corp of Engineers.

**Utility service availability letters have been received from the following providers: Bona Vista Water Improvement District, Dominion Energy, Rocky Mountain Power. Harrisville City provides services for storm water, sewer, and secondary irrigation water.**

10. Security and guarantee. The developer is required to follow the escrow and guarantee period requirements set forth in the Subdivision Ordinance and elsewhere in the municipal code for any development in conjunction this chapter.

Subdivider's escrow will be required in accordance with HCMC §12.02.09 of the Subdivision Ordinance.

**C. Recommendation.**

Based on the positive recommendation from the Planning Commission to adopt this ordinance, along with the review of the Project Management Committee and analysis of the application's compliance with Harrisville Municipal Code for a Clustered Development Plan, staff recommends adoption of Ordinance 555; Clustered Development Plan subject to compliance with Title 12 of the Harrisville Municipal Code and any other staff or agency comments.

**HARRISVILLE CITY  
ORDINANCE 555**

**CLUSTERED DEVELOPMENT PLAN**

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, ADOPTING A CLUSTERED DEVELOPMENT PLAN FOR PROPERTY LOCATED AT APPROXIMATELY 863 NORTH HARRISVILLE ROAD BASED UPON AN 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;

**WHEREAS**, the City has received an application for a Clustered Development Plan for property located at approximately 863 North Harrisville Rd11. identified as Weber County Parcel Number 11-378-0002, filed by the putative property owner, Craig North;

**WHEREAS**, the attached Exhibits “A” through “ ” contain the required Plan Maps and Clustered Development Plan for the area proposed;

**WHEREAS**, after publication of the required notice the Planning Commission held its public hearing on May 8<sup>th</sup>, 2024, to take public comment on this proposed ordinance and gave its recommendation to approve this Ordinance;

**WHEREAS**, the City Council received the recommendation from the Planning Commission and held its public meeting on May 14, 2024, to act upon this Ordinance;

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

**Section 1: Plan Map and Clustered Development Plan.** The Plan Map and Master Development Plan attached wherein as Exhibits “A” through “ ” which are hereby adopted and incorporated herein by this reference are adopted as the required Plan Maps and Master Development Plan. Any development must substantially conform to this Plan Map and Clustered 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 \_\_\_\_\_, 2024

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

**ATTEST:**

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

**RECORDED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

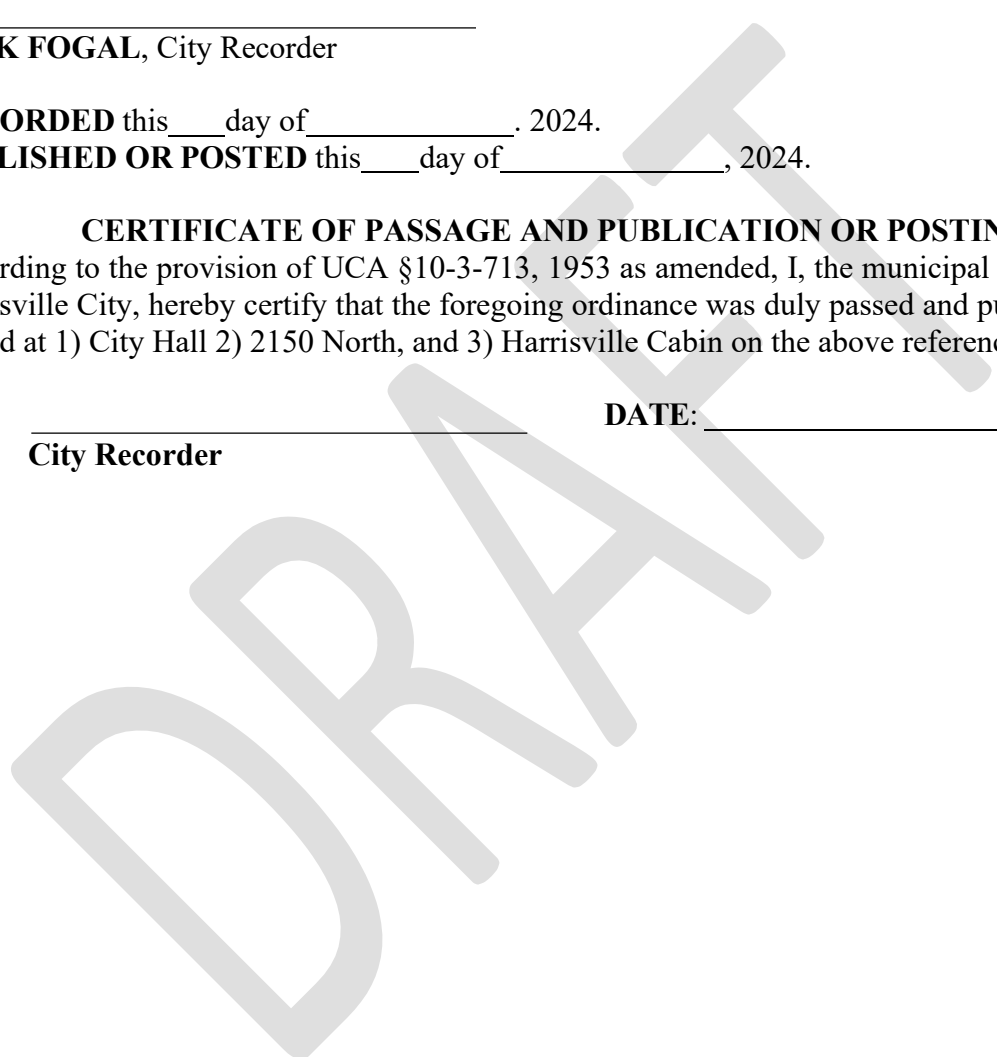
**PUBLISHED OR POSTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**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.

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

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





# Master Development Agreement

for development of a

Clustered Development Plan

Between HARRISVILLE CITY and MZ ENTERPRISES INC.

on this \_\_\_\_\_ of \_\_\_\_\_, 2024





**MASTER DEVELOPMENT AGREEMENT FOR  
HARRISVILLE FIELDS**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of this \_\_\_\_\_ of \_\_\_\_\_, 2024 by and between HARRISVILLE CITY and MZ ENTERPRISES, INC.

**RECITALS**

- A. The capitalized terms used in this MDA are defined in Section 1.2, below.
- B. Master Developer is under a contract to purchase and will own as of the Effective Date the Property and is developing the Project on the Property.
- C. Contemporaneously with the approval of this MDA the City has approved the Clustered Development Master Plan.
- D. The City finds that this MDA and the Master Plan conform with the intent of the City's General Plan.
- E. The City has processed this MDA and the Master Plan pursuant to the applicable provisions of Section 10-9a-501, *et seq.*, of the Act as a land use regulation including holding hearings on the MDA and the Clustered Development Master Plan before the Planning Commission and the City Council.
- F. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.
- G. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City, and its residents by, among other things requiring orderly development of the Property as a master planned development and

increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

H. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

I. The Parties understand and intend that this MDA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Master Developer hereby agree to the following:

#### TERMS

### 1. Incorporation of Recitals and Exhibits/Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “F”, whether or not specifically referenced herein are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2020), *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all the development on the entire Harrisville Fields Project in accordance with the approved plans.

1.2.5. **City** means Harrisville City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as engineering, planning, traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.8. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date the City approves this MDA.

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this MDA as specified herein.

1.2.11. **Denial** means a formal denial issued by the final administrative decision-making body of the City for a Development Application but does not include review comments or "redlines" by City staff.

1.2.12. **Design and Site Standards** means those standards for the design, look, and feel of the Project more fully specified in **Exhibit "D"**.

1.2.13. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.14. **Development Area** means one of the areas that are a part of the Project as conceptually illustrated in the Master Plan.

1.2.15. **Development Application** means an application to the City for

development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.16. **Development Report** means a report containing the information specified in Sections 2.6.9 – 2.6.11.

1.2.17. **Effective Date** means the date that this MDA becomes effective as specified in Section 27, below.

1.2.18. **Excluded Development Area** means that portion of the Property illustrated on the Master Plan, Exhibit “B”, which is subject to the special provisions of Section 2.4 below.

1.2.19. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with the Act or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.20. **Four Mile SSD** means a special service district created by the City that provides approved public services to the Project, including secondary water (pressurized irrigation), if Developer is unable to arrange for such water through Pineview Water District.

1.2.21. **Intended Uses** means the use of all or portions of the Project for single-family residential units, restaurants, public facilities, open spaces, parks, trails, and other uses as more fully specified in Exhibit “B”.

1.2.22. **Master Developer** means MZ ENTERPRISES INC.

1.2.23. **Master Plan** means the conceptual layout for Commercial Development, Residential Dwelling Units, Open Space, and Public Infrastructure for the Project.

1.2.24. **Maximum Residential Units** means the maximum number of Residential Dwelling Units that may be developed on the Property, as detailed in Section 2.2

below, consistent with the Property zoning and as generally depicted in the Master Plan.

1.2.25. **MDA** means this Master Development Agreement including all the Exhibits.

1.2.26. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.27. **Open Space** shall have the meaning specified in Section 11.01.060 of the City's Municipal Code.

1.2.28. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.29. **Planning Commission** means the City's Planning Commission.

1.2.30. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all the other aspects approved as part of this MDA.

1.2.31. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

1.2.32. **PTOS Plan** means the plan for developing, managing, preserving improving the neighborhood parks, trails, and open space in the Project as more fully specified in.

1.2.33. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other governmental entity as a condition of the approval of a Development Application including, but not limited to, public streets, culinary water utility lines, secondary water utility lines, sanitary sewer lines and storm water facilities.

1.2.34. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence, an attached residence, including a condominium and town house, as illustrated on the Master Plan.

1.2.35. **Standards Deviations** means those deviations from existing City

development, design, engineering, and other standards, including but not limited to those standards that are included in the City's Vested Laws, which are specified in **Exhibit "E"** and which are subject to the provisions of **Sections 2.1 and 5.1**, below.

1.2.36. **Sub-developer** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Development Area for development.

1.2.37. **Subdivision** means the division of any portion of the Project into developable lots pursuant to the Act and/or the Zoning Ordinance.

1.2.38. **Subdivision Application** means the application to create a Subdivision.

1.2.39. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

## 2. **Development of the Project.**

### 2.1. Compliance with the Master Plan, Design Standards, and this MDA.

Development of the Project shall be in accordance with the City's Vested Laws (**except as specified in the Standards Deviation, Exhibit "E "**), the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan, the Design Standards, and this MDA. If there is any conflict between this MDA and the City's Vested Laws, then this MDA shall be controlling.

2.2. Maximum Residential Units/Intended Uses. At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units of **Fifty-eight (58).**

2.3. Limitation and No Guarantee. Master Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the Master Plan requires

that each Development Application comply with the City's Vested Laws, the Master Plan, the Design Standards, and this MDA. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

2.4. Excluded Development Area. The Parties acknowledge that development in the Excluded Development Area is currently and potentially impacted by issues related to storm water drainage, a potential flood plain and other issues. It is Parties' intent, and current agreement, as and when those issues are resolved, to pursue and allow development in the Excluded Development Area as illustrated in the Master Plans, and under the terms of this MDA, with the potential addition of up to four (4) Residential Units to the Maximum Residential Units identified in Section 1.2.24, subject to such amendments of this MDA as may reasonably be required.

2.5. Sequencing and Relationship of Residential Uses.

2.5.1. General Statement. The Parties acknowledge that, separate from and related to the City's interest in the development of Residential Uses within the Development, the City has an interest in the development of areas designated on the Master Plan, and recognizing that such development is subject to market/economic forces beyond the control of Master Developer, desires certain assurances that Master Developer is and will remain committed to develop the residential areas in a timely manner. To that specific end, the Parties agree to the following sequencing plan and related mutual goals:

2.5.2. Prompt Platting/Approval. Master Developer will use its best commercially reasonable efforts actively and promptly to pursue the platting and approval of all residential subdivisions within the Development, including the layout of roads and general infrastructure within those subdivisions, with the goal of satisfying all requirements for approvals



within a period of not more than eighteen (18) months from the Effective Date of this Agreement. For its part, the City will actively and promptly engage in all reasonable and required review and analysis of Master Developer's subdivision applications with the goal of providing required approvals within the stated target period.

2.5.3. Timely Application Review. The Parties acknowledge that an accelerated sequencing of sub-development to the Parties mutual benefit, including the City's proper and timely review, analysis and consideration of Master Developer's anticipated and separate residential subdivisions within the period stated in subsection 2.5.2.

2.5.4. Infrastructure Development. Upon approval of all subdivisions by all governmental entities necessary to the approval process, and subject at all times to the requirements and reservations outlined in Subsection 2.5.7 below, Master Developer will promptly and actively, as commercially reasonable, pursue the development and installation of all infrastructure for the entire Development, beginning with the excavation and development of roadways and, conditional upon approval by the applicable utility, continuing with the installation of electric, sewer, water (including secondary water) and cable or fiber lines. Assuming necessary approvals from the City and all utilities by July 30, 2024, Master Developer projects, without guarantee, completion of residential infrastructure **within thirty-six (36) months of approval**, with appropriate and reasonable adjustments to that timeframe for any delays in approvals beyond July 30, 2024.

**Special Provision on Storm Water.** Developer shall increase the Storm Water detention capacity to make the basin a Regional Basin for the City. The Final Capacity shall be increased by \_\_\_\_\_ cubic ft which is a \_\_\_\_\_ increase from what the subdivision needs. In exchange, the City shall reimburse by check issued by the City made payable to the Developer, In the amount of \_\_\_\_\_ of the final invoice of construction of the basin.

2.5.5. Development Area Sales. The City acknowledges that the precise

location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Development Area, may not be known at the time of the creation of or sale of a Development Area. Master Developer may obtain approval of a division or partition of the Property as is provided in Section 10-9a-103(65)(c)(v) of the Act that does not create any individually developable lots in the Development Area without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Development Area shall be that of the Master Developer or a Sub-developer upon a subsequent re-Subdivision of the Development Area that creates individually developable lots. However, construction of improvements shall not be allowed until the Master Developer or Sub-developer complies with the City's Vested Laws.

2.5.6. Accounting for Residential Dwelling Units and Other Intended Uses for Development Areas developed by Master Developer. At the recordation of a Final Plat for any Development Application for areas to be developed by Master Developer, Master Developer shall provide the City a Development Report showing any Residential Dwelling Units or other Intended Uses used with the Development Application and the number of Residential Dwelling Units and other Intended Uses remaining with Master Developer for the remaining Project. The Development Report shall also account for any required Open Space.

2.5.7. Accounting for Residential Dwelling Units and Other Intended Uses for Development Areas Sold to Sub-developers. Any Development Area sold by Master Developer to a Sub-developer shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential Intended Use, shall specify the amount and type of any such other use sold with the Development Area. At the recordation of a Final Plat or other document of conveyance for any Development Area sold to a Sub-developer, Master Developer

shall provide the City a Development Report showing the ownership of the Development Area(s) sold, the portion of the Maximum Residential Units and/or other type of Intended Use transferred with the Development Area(s), the amount of the Maximum Residential Units and other Intended Uses remaining with Master Developer and any material effects of the sale on the Master Plan.

2.5.8. Return of Unused Residential Dwelling Units or Other Intended Uses. If any portion of the Maximum Residential Units or other Intended Uses transferred to a Sub-developer is unused by the Sub-developer at the time the Development Areas transferred with such Density receives approval for a Development Application for the final portion of such transferred Development Areas, the unused portion of the transferred Maximum Residential Units or other Intended Uses shall automatically revert back to Master Developer and the Master Developer shall file with the City a Development Report.

### **3. Vested Rights.**

3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning, and the Master Plan, except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Section 10-9a-509 of the Act.

3.2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and

Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, flood plain or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, the International Residential Code or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Regulations of other service providers. Any changes in laws, rules or regulations of any other entity that provides services to the Project.

3.2.5. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;

3.2.6. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.7. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law, and applicable statutes, including but not limited to Utah Code Ann. § 11-36a-101 (2020), *et seq.*;

3.2.8. Planning and Zoning Modification. Changes by the City to its planning principles and design standards, provided that such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially

and unreasonably increase the costs or net financial results of any Development Area; or

3.2.9. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2020).

4. **Term of Agreement** This MDA shall expire on December 31, 2031. If Master Developer has not been declared to be currently in Default as of December 31, 2031 (and if any such Default is not being cured), then this MDA shall be automatically extended until December 31, 2036. This MDA shall also terminate automatically at Buildout.

5. **Public Infrastructure.**

5.1. Construction by Master Developer. Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application. The Public Infrastructure shall be designed and constructed in Compliance with all applicable standards in the City's Vested Laws and, also, with any other Federal, State, or County laws, rules, or regulations. The Public Infrastructure shall be consistent with and fulfill the purposes of adopted plans for such infrastructure that are a part of the City's Vested Laws.

5.2. Bonding. If and to the extent required by the City's Vested Laws, unless otherwise provided by the Act, security for any required improvements shall be provided in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

6. **Parks, Trails and Open Space.** Master Developer shall be responsible for dedicating open spaces to Harrisville City upon recordation of the final plat. Harrisville City will be responsible for improving the parks, trails and open space in the Project.

7. **Processing of Development Applications.**

7.1. Processing of Development Applications. Within ten (10) business days after receipt of a Development Application and upon the request of Applicant, the City and Applicant will confer in good faith concerning the projected timeline for processing the application and to determine the scope of any supplementation or outsourcing that may be necessary to meet the desired schedule. If the City determines that outsourcing is necessary and appropriate to the timely processing of any Development Application as agreed between the Parties, then the City shall promptly estimate the reasonably anticipated differential cost of outsourcing in the manner selected by the Master Developer or Sub-developer in good faith consultation with the City. This may include either an agreement to pay overtime to the City employees or the hiring of a City Consultant acceptable to the Parties and selected in the manner consistent with that provided in Section 7.3 below for expert consultants. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Sub-developer) for the actual differential cost of Outsourcing, Master Developer or the Sub-developer shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. If at any time the Applicant becomes delinquent in the payment of any Outsourcing fees, the City may postpone all work until the Applicant is paid current with the City for all outstanding fees related to the Development Application.

7.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified, or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new

issues that need to be addressed.

7.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, site infrastructure, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in selecting the City Consultant. The actual and reasonable costs of a City Consultant shall be the responsibility of Applicant. The work of the City Consultant shall be completed in a commercially reasonable time.

7.4. Processing of Residential Subdivisions

Residential Subdivisions shall be processed by the "Land Use Authority", pursuant to the standards and processes of Chapter 11.22, subject to Standards Deviations, and shall be approved if they are in compliance with the Master Plan.

7.5. City Denial of a Development Application. If the City issues a Denial of a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

7.6. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within ten (10) business days after any Denial to resolve the issues specified in the Denial of a Development Application.

7.7. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a non-City agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

7.8. Mediation of Development Application Denials.

7.8.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application for reasons other than denials from non-City agencies and that the parties are not able to resolve by "Meet and Confer" shall be mediated and include, but are not necessarily limited to, the following:

7.8.1.1. the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,

7.8.1.2. right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

7.8.1.3. interpretations, minor technical edits, or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards,

7.8.1.4. Justifications for, selection of and costs of Outsourcing under Sections 7.1 and 7.4;

7.8.1.5. the scope, conditions and amounts of any required development or infrastructure bond or related security and any impact fees; and

7.8.1.6. the issuance of subdivision applications and related



review of project-wide systems designs.

7.8.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall, within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

7.9. Arbitration of Development Application Objections.

7.9.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision

that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

8. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

9. **Default.**

9.1. **Notice.** If Master Developer or a Sub-developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Sub-developer, then the City shall also provide a courtesy copy of the Notice to Master Developer.

9.2. **Contents of the Notice of Default.** The Notice of Default shall:

9.2.1. **Specific Claim.** Specify the claimed event of Default;

9.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default;

9.2.3. **Materiality.** Identify why the Default is claimed to be material;

and

9.2.4. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

9.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in

Sections 7.6 and 7.8. If the claimed Default is subject to Arbitration as provided in Section 7.9, then the parties shall follow such processes.

9.4. Remedies. If the parties are not able to resolve the Default by “Meet and Confer” or by “Mediation”, and if the Default is not subject to arbitration, then the parties may have the following remedies:

9.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

9.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the Default.

9.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Sub-developer, development of those Development Areas owned by the Sub-developer until the Default has been cured or a bond has been posted to secure satisfaction of the default. Building permits or Certificates of Occupancy may not be withheld from any Development Area sold to a Sub-developer based on any Default of the Master Developer unless that Default of the Master Developer is such that the Public Infrastructure required to service a Development Area owned by a Sub-Developer is not available to service the Development Area. Nor shall any Default by a Sub-developer permit the withholding of any Development Applications for Master Developer or any other Sub-developer that is not in Default.

9.5. Public Meeting. Before any remedy in Section 9.4 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

9.6. Emergency Defaults. Anything in this MDA notwithstanding, if the City

Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 9.4 without the requirements of Section 9.5. The City shall give Notice to Master Developer and/or any applicable Sub-developer of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Sub-developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

9.7. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) calendar days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

9.8. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

9.9. Limitation on Recovery for Default – No Damages. Anything in this MDA notwithstanding, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Sub-developer shall be that of specific performance.

10. Notices. All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To the Master Developer:**

**MZ Enterprises  
5835 Dartmouth Dr  
Mountain Green UT 84050  
craignorth7@gmail.com**

**With a Copy to:**

N/A

**To the City:**

**Harrisville City  
363 West Independence Blvd  
Harrisville, UT 84404**

**With a Copy to:**

**ATTN: Attorney Brody Flint  
Harrisville City  
363 West Independence Blvd  
Harrisville, UT 84404**

11. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

8.1. **Hand Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

12. **Secondary Water/Consent to Four Mile SSD.** Master Developer shall be responsible to furnish sufficient water rights to support secondary water service sufficient to satisfy requirements for the Project. If such service is not available from or through Pineview Water District, Master Developer agrees to coordinate such service from the Four Mile SSD, previously formed to provide authorized services to areas of the City including the Project, including any Project-specific services for which the Ben Lomond Views CRA is required, but may be unable, to provide under applicable CC&Rs.

13. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

14. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City’s.

13. **Hold Harmless.** Master Developer hereby covenants to indemnify, defend, and hold the City harmless from any claims made by any third parties regarding the City’s entry into this MDA and the City’s performance of any of its obligation under this MDA.

14. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which consent may not unreasonably be withheld.

14.2. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved

Subdivision or Development Areas to builders, users, or Sub-developers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

14.3. Related Entity. Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.4. Notice. Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.5. Time for Objection. Unless the City objects in writing within fifteen (15) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

14.6. Partial Assignment. If any proposed assignment is for less than all of Master Developer’s rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the

performance of any obligations herein.

14.7. **Denial.** The City may only withhold its consent to an assignment of Master Developer's rights hereunder if the City is not reasonably satisfied of the proposed assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to "Meet and Confer" and "Mediation" processes specified in Sections 7.6 and 7.8.1. If the denial arises in the context of any dispute that is subject to Arbitration, then the Parties shall follow such processes.

14.8. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

15. **Binding Effect.** If Master Developer sells or conveys Development Areas of lands to Sub-developers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Development Area and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

16. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be



deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, governmental delays or restrictions resulting from COVID-19 or other declared pandemic, or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

19. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Planner as the Administrator of the MDA as defined in Section 1.2.2. The initial representative for Master Developer shall be Craig North. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

21. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Estoppel Certificate.** Upon ten (10) calendar days' prior written request by Master

Developer or a Sub-developer, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Sub-developer, as the case may be, at that time is not in default of the terms of this Agreement.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any portion of this MDA.

24. **Effective Date.** This MDA shall become effective upon Master Developer giving Notice to the City that Master Developer or its Assigns has (have) acquired the Property. Barring a written agreement between the Parties otherwise, if Master Developer has not given the City such Notice on or before December 31, 2024, then this MDA shall become null, void and of no effect.

25. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project after the Effective Date. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "T", shall not be recorded in the chain of title. A secure copy of Exhibit "T" shall be filed with the City Recorder and each party shall also have an identical copy.

26. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to **Ordinance 555** adopted by the City on \_\_\_\_\_, 2024.

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 above written.

\* \* \* \* \* SIGNATURE PAGE FOLLOWS \* \* \* \* \*

MASTER DEVELOPER  
MZ ENTERPRISES, INC.

CITY  
Harrisville City

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Manager \_\_\_\_\_ Date:  
\_\_\_\_\_

\_\_\_\_\_  
By: Michelle Tait \_\_\_\_\_ Its: City  
Mayor  
Date: \_\_

Approved as to form and legality:

Attest:

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

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

**CITY ACKNOWLEDGMENT**

STATE OF UTAH )

:ss.

COUNTY OF WEBER )

On the \_\_\_ day of \_\_\_\_\_, 2024 personally appeared before me \_\_\_\_\_ who being by me duly sworn, did say that he 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: \_\_\_\_\_

**MASTER DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )

:ss.

COUNTY OF WEBER )

On the \_\_\_ day of \_\_\_\_\_, 2024, 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: \_\_\_\_\_

## TABLE OF EXHIBITS

### Exhibits:<sup>1</sup>

A	Legal Description of Property
B	Overall Project Site Plan
C	Phasing Plan
C-1	Narrative
C-2	Phasing Map
D	Design and Site Standards and Renderings
D-1	Residential Development and Design Standards
D-2	Preliminary Residential Renderings
E	Bonus Density Calculation
F	Land Use Table



## Exhibit "A"

### Harrisville Fields Subdivision Deed Parcel Description

All of Lot 3 and Lot 4, Hart Subdivision No. 1 Lot 3 1st Amendment, a recorded subdivision in the office of the Weber County Recorder as Entry no. 2255778 in Book 65 at Page 98 with a recording date of April 15, 2007.

Also: A "Gap Parcel" not described on the records of Weber County within the existing roadway named, North Street." This gap parcel is between the aforementioned Hart Subdivision No. 1 Lot 3 1st Amendment and Fort Bingham Phase 1 Subdivision. More Particularly Described as follows:

#### Parcel Description

A Part of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the north line of Lot 3, Hart Subdivision No. 1 Lot 3 1st Amendment, a recorded subdivision in the office of the Weber County Recorder as Entry no. 2255778 in Book 65 at Page 98 with a recording date of April 15, 2007, said point being South  $0^{\circ}20'38''$  East 1749.91 feet from the North Quarter Corner of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and running:  
Thence South  $72^{\circ}52'11''$  East 447.13 feet along the north line of said Lot 3;  
Thence South  $58^{\circ}17'31''$  East 272.60 feet along the north line of said Lot 3;  
Thence South  $49^{\circ}33'36''$  East 157.06 feet along the north line of said Lot 3;  
Thence North  $13^{\circ}29'19''$  East 549.63 feet along the west line of said Lot 3 to the south line of Harrisville Road;  
Thence South  $49^{\circ}33'36''$  East 67.31 feet along the north line of said Lot 3 and also being along the south line of Harrisville Road;  
Thence South  $13^{\circ}29'19''$  West 649.63 feet along the east line of said Lot 3;  
Thence South  $49^{\circ}33'36''$  East 101.27 feet along the north line of said Lot 3 to the west line of Taylor Ranchettes Subdivision;  
Thence South  $24^{\circ}45'06''$  West 1479.46 feet along the east line of said Lot 3 to and along the east line of Lot 4 of the aforementioned Hart Subdivision No. 1 Lot 3 1st Amendment and also along the west line of Taylor Ranchettes Subdivision, and beyond;  
Thence South  $0^{\circ}47'49''$  West 351.29 feet to the north line of Fort Bingham Phase 1, also being the current centerline of 400 North Street, (a 60 foot road);  
Thence North  $88^{\circ}29'52''$  West 278.41 feet along the center line of 400 North Street and beyond and also along the north line of Fort Bingham Phase 1 to an interior corner of Fort Bingham Phase 1, to the section line;  
Thence North  $1^{\circ}00'15''$  East 11.63 feet along the section line and an east line to the Northeast Corner of Lot 1, Fort Bingham Phase 1;  
Thence North  $88^{\circ}29'52''$  West 152.32 feet along the north line of Lot 1, Lot 2 and Lot 3 of Fort Bingham Phase 1;  
Thence North  $0^{\circ}32'49''$  East 1019.20 feet;

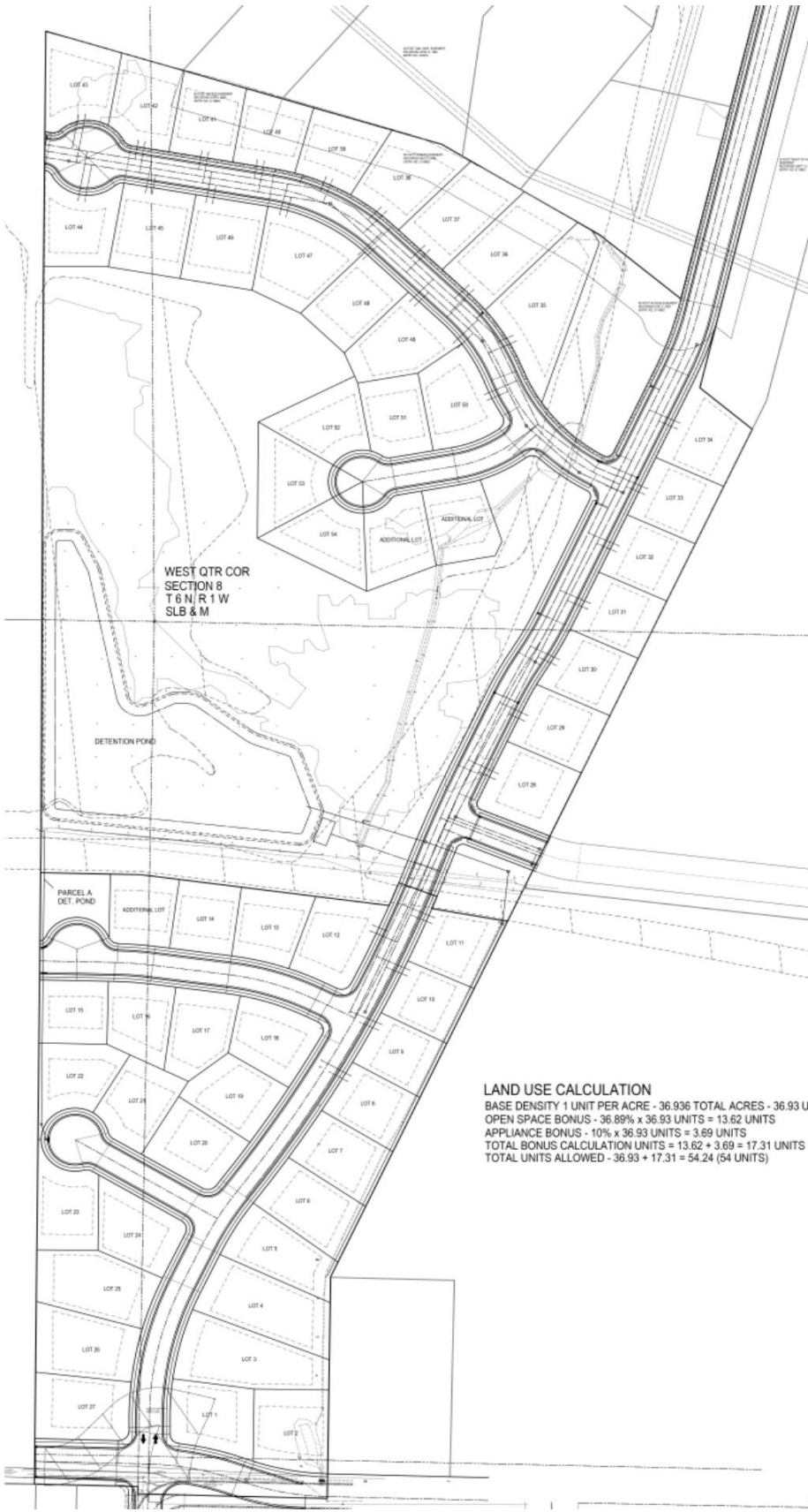
Thence North  $0^{\circ}13'49''$  East 885.10 feet along the west line of said Lot 4 to and along the west line of said Lot 3;

Thence North  $0^{\circ}30'49''$  East 398.60 feet along the west line to the Northwest Corner of said Lot 3;

Thence South  $72^{\circ}52'11''$  East 161.27 feet along the north line of said Lot 3 to the point of beginning.

Contains 1,614,220 square feet, 37.057 acres.

# Exhibit "B" Site Plan



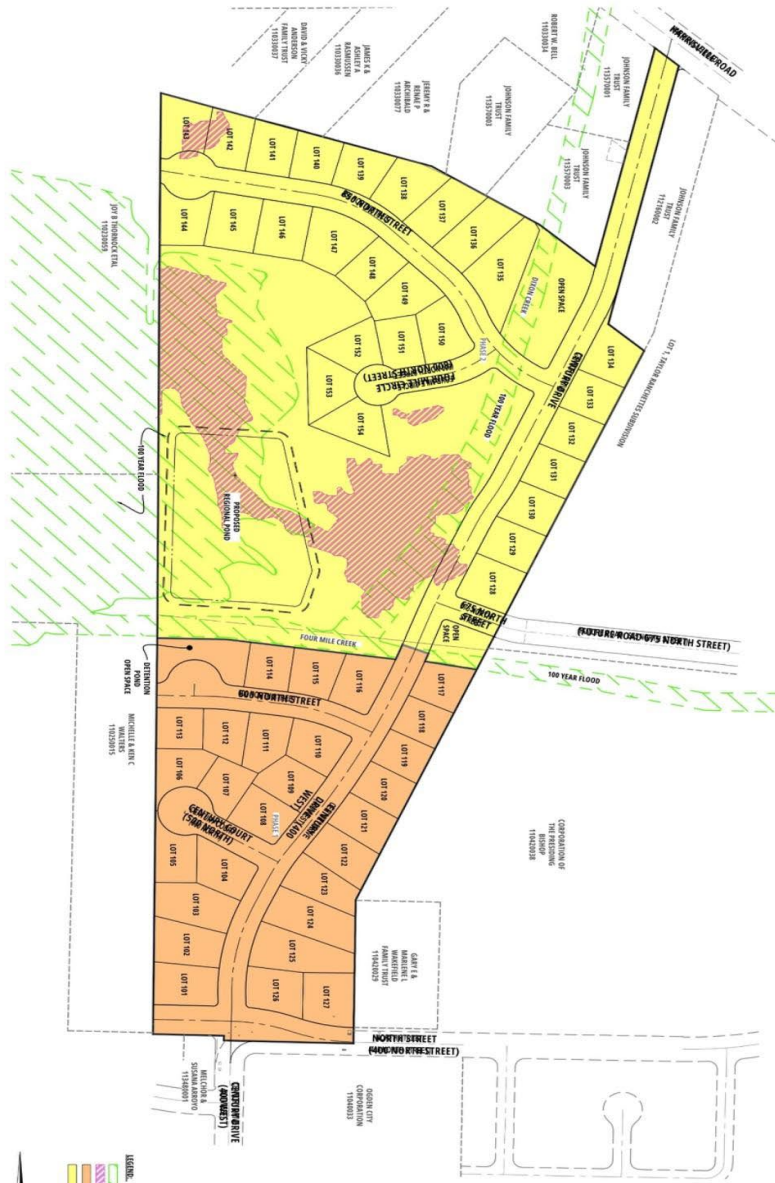
**LAND USE CALCULATION**  
 BASE DENSITY 1 UNIT PER ACRE - 36.936 TOTAL ACRES - 36.93 U  
 OPEN SPACE BONUS - 36.89% x 36.93 UNITS = 13.62 UNITS  
 APPLIANCE BONUS - 10% x 36.93 UNITS = 3.69 UNITS  
 TOTAL BONUS CALCULATION UNITS = 13.62 + 3.69 = 17.31 UNITS  
 TOTAL UNITS ALLOWED - 36.93 + 17.31 = 54.24 (54 UNITS)



## Exhibit "C-1"

Narrative: The Project shall be completed in 2 Two (2) phases. Phase One (1) will begin on the south end of the Project and include 28 Lots. Phase Two (2) will continue from Phase One and will contain 29 Lots.

# Exhibit "C-2"



**LEGEND**

[Green Hatched]	100 YEAR FLOOD
[Yellow]	REVISIONS
[Orange]	EXISTING
[White]	PROPOSED

**ENSIGN**  
 11775 W. 14th Street, Suite 100  
 Los Angeles, CA 90044  
 Phone: 818.252.8228  
 Fax: 818.252.8229  
 Email: info@ensign.com  
 Website: www.ensign.com

**HARRIS W/LEEF REDS SUBDIVISION**

**800 NORTH HARRIS W/LEEF ROAD**

**HARRIS RD @ HARRIS W/LEEF**

**ORIGINAL DEVELOPMENT**  
**REVISIONS**  
**PRELIMINARY**  
**FINAL**

**1 OF 3**

Exhibit "D"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**HARRISVILLE FIELDS SUBDIVISION**

Harrisville, UTAH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Harrisville Fields Subdivision (Referred to below as "SUBDIVISION") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2020, MZ Enterprises, a Utah Corporation, referred to below as "Declarant".

**RECITALS:**

A. Declarant is the Owner of the following described real property approximately 863 North Harrisville Rd, Harrisville, UT (the "Entire Property" Weber County, Utah:

All lots and all roadways according to the Official Plat thereof on file and of record in the Weber County Recorder's Office.

B. Declarant intends to develop a residential subdivision on the Entire Property. Declarant will develop and convey all of the Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots within the Subdivision.

**DECLARATION:**

DECLARANT HEREBY DECLARES that all of the Lots within the Subdivision shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in this Declaration, all of which are created by the mutual benefit of the Owners of the Lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. The Covenants, Conditions and Restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Entire Property. The covenants, conditions, and Restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner of a lot within the Subdivision on the Entire Property. An instrument containing protective covenants, conditions and restrictions substantially similar to the covenants set forth in this Declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis to address differences in the circumstances affecting Lots to be constructed after the initial phase, shall be recorded against Lots of the Subdivision on the Entire Property.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this declaration: (1) Installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) Installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; (4) assignment of the Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes within the Subdivision; and (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision

## COVENANTS, CONDITIONS & RESTRICTIONS

### ARTICLE I

#### DEFINITIONS

1. Unless the context clearly requires the application of a more general meaning the following terms, when used in this Declaration, shall have the following meanings:

**"Additional Property"** shall mean the balance of the Entire Property not included within recorded Plats.

**"Architectural Committee"** shall mean the committee created under Article III of this Declaration.

**"City"** shall mean Harrisville City, Utah and its appropriate departments, officials and boards.

**"Declarant"** shall mean and refer to Psion Homes, A Utah Corporation.

**"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions. The Subdivision Plats for Harrisville Fields, and the Easements and other matters shown on any such plat, are also incorporated into this Declaration by reference.

**"Dwelling"** shall mean the single family residence built or to be built on any lot including the attached garage.

**"Entire Property"** shall have the meaning set forth in the recitals.

**"Family"** shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

**"Improvement"** shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

**"Lot"** shall mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

**"Owner"** shall mean the person or persons having title to any lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligation, including the trustee and/or beneficiary under a Deed of Trust or mortgagee under a mortgage.

**"Person"** shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

**"Plat"** shall mean an official ownership plat of Harrisville Fields Subdivision as approved by Weber County and recorded in the office of the Weber County Recorder, as it may be amended from time to time.

**"Property"** shall have the meaning set forth in the recitals.

**"Subdivision"** shall mean all of the Harrisville Fields Subdivision and all lots, and other property within the Subdivision as shown on the plats covering the Entire Property.

**"Subdivision Improvements"** shall mean all subdivision improvements to be installed outside of the boundaries of lots or within easements as identified on the plats that are necessary to provide public road access and utility service to the lots, and including other construction work required to comply with any conditions of the City or county or other governmental agencies to the approval of the Subdivision or any plat thereof.

### ARTICLE II

#### RESTRICTION ON ALL LOTS

2. The following restriction on use apply to all Lots within the Subdivision:

2.1 Zoning Regulations: The lawfully enacted zoning regulations of Harrisville City and any building, fire, and health codes are in full force and effect in the Subdivision, and no lot may be occupied in a manner that is in violation of any statute, law or ordinance.

2.2 Right to Farm Notice: The area surrounding Subdivision has for many years been an agricultural community and it is anticipated that agricultural uses in the areas will continue on properties adjoining the boundaries of the

subdivision. Protection and preservation of agricultural land uses is a goal of the Declarant and of Harrisville City. Therefore, those persons buying property within the subdivision are, by this provision, put on notice that farm work hours run late and being early, and that farm operations may contribute to noises and odors objectionable to subdivision residents.

2.3 No Mining Uses: The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

2.4 No Business or Commercial Uses: No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100% of the lots are sold, whichever occurs later, of (b) the use by any Owner of his lot for a home occupation pursuant to Harrisville City ordinance. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the lot to conduct business, or which requires any employees outside of the Owner's immediate family or household.

2.5 Restriction on Signs: The Subdivision may be identified by the permanent signs which have been or will be constructed as part of the entry structure. No signs will be permitted on any lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any dwelling unit while it is under construction. Signs indicating the lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet. The Declarant may erect a sign at the entrance to the Subdivision for a period of no more than two years after the recordation of the last plat within the Subdivision announcing the availability of lots and giving sales information. No permanent signs stating the address or the name of the owner of any lot may be installed without the advance consent of the Architectural Committee.

2.6 Completion Required Before Occupancy: No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by Harrisville City.

2.7 Dwelling to be Constructed First: No garage, storage unit, or other out building may be constructed prior to the constructions of the Dwelling on the lot.

2.8 Underground Utilities: All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any lot except for temporary head during construction.

2.9 Maintenance of Property: All lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No owner shall permit his lot or the improvements on it to fall into disrepair.

2.10 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried out on any lot, including the creation of loud or offensive noises or orders that detract from the reasonable enjoyment of nearby lots.

2.11 No Hazardous Activity: No activity may be conducted any that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage or caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

2.12 No Unsightliness: No unsightliness is permitted on any lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling unit or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage, lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the lot in a manner that is visible from any other lot or any public street.

2.13 No Annoying Lights: Any outdoor lighting shall be subject to approval by the Architectural committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the lot on which it is installed. This shall not apply to street lighting maintained by the City. Lighted tennis courts or sport courts are prohibited.

2.14 No Annoying Sounds: No speakers, wind bells, wind chimes, or other noise making devices may be used or maintained on any lot that create noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining lots, except for security or fire alarms.

2.15 Sewer Connection Required: All lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any lot. All Dwelling units must be connected to the sanitary sewer system.

2.16 No Fuel Storage: No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

2.17 Drainage: No Owner shall alter the direction of natural drainage from his lot, nor shall any Owner permit accelerated storm run-off to leave his lot without first using reasonable means to dissipate the flow energy.

2.18 Vehicles Restricted to Roadways: No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any lot except for ingress and egress or while loading the equipment for lawful transport on public streets.

2.19 Kennels: No kennel or dog run may be placed closer than 30 feet to any Dwelling other than that of the Owner of the kennel, unless written permission is granted by current owner of adjacent lot. This permission does not run with the land and must be obtained from any owner of an adjacent lot.

2.20 No Transient Lodging Uses: The lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a Bed and Breakfast, or other uses for providing accommodations to travelers. No lease of any Dwelling on a lot shall be for a period of less than 30 days. No Dwelling on a lot shall be subjected to time interval ownership.

2.21 No Re-Subdivision: No lot may be re-subdivided without the consent of the Architectural Committee, and no re-subdivision of any lot may result in the construction of any additional Dwelling units within the subdivision.

2.22 Combination of Lots:

A. Authority to Combine Lots: Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two or more adjoining lots within the Subdivision.

B. Dwelling Placement: The square footage of the living area in the Dwelling on the combined lots should be concentrated at the center of the combined lots, and should not be placed entirely or predominately on one of the lots.

C. Combination Deemed Permanent: The combination of lots is deemed to be permanent and the lots may not be independently sold once construction has commenced on the improvements for the combined lot. The Owner of any lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the lots combined, which Notice will state that the two lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Davis County Recorder upon the commencement of the construction of the Dwelling on the combined lots.

## ARTICLE IV

### ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS

3. All Improvements on any lots are subject to the Harrisville Fields “Architectural Guidelines” which follow, and in addition, are subject to the following restrictions.

3.1 Number of Dwellings: Only one Dwelling may be constructed on any lot. All Dwellings shall have an attached garage for at least two cars.

3.2 Dwelling Height: No structure shall exceed two stories above the ground level for living space or be more than thirty-five feet in height.

3.3 Construction Completion: When construction has started on any residence or other structure, work thereon must be completed within a reasonable length of time (10 months shall be reasonable).

3.4 Windows: All windows must be at least double paned. Any trapezoidal window must follow the shape of the walls or roofs surrounding them, with the top parallel to the roof above, and the bottom horizontal or parallel to the roof structure below it. No mirrored or reflective glass may be used.

3.5 Chimneys & Vents: Chimneys must be enclosed in an approved material.

3.6 Antennas: All antennas must be enclosed within the Dwelling. If possible, any satellite dishes must be located and screened in a manner so that they are not directly visible from adjoining lots or streets. Solar panels will be permitted only with the consent of the Architectural Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

3.7 No Used or Temporary: No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any lot.

3.8 Driveways: Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. All driveways are to be constructed only of concrete.

3.9 Sewer Connection Required: All lots are served by sanitary sewer service and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any lot. All Dwelling units must be connected to sanitary sewer system.

3.10 Finished Lot Grading: Lot owners and builders are responsible to complete the fine grading of the entire lot so that the finish grading complies with Harrisville City ordinance.

3.11 Aluminum, vinyl and steel siding: shall only be allowed on the exterior of a Dwelling in soffit and fascia areas.

3.12 Setbacks: All sides of a Lot with frontage on a road shall have a minimum setback of 25 feet. All sides of a Lot shall have a minimum side yard setback of 8 feet, and shall have a minimum setback on rear yards of 25 feet.

3.13 Colors: Without limiting the use of color, exterior walls shall be subdued in color and not reflective. Intense colors should be used as accent only.

## ARTICLE V

### CONSTRUCTION COVENANTS

5. In order to minimize the inconvenience to adjoining owners during periods of construction within the Subdivision, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the owner and the builder of each Dwelling or other improvements on a lot. The owner shall be bound by these regulations, and violations committed by the builder or its employees, subcontractors or others shall be deemed a violation by the owner for which owner is liable.

5.1 Portable Office or Trailer: A builder or general contractor constructing a home on a lot may utilize a portable office or trailer during the construction period only. The portable office must be located within the owner’s lot. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (1) the issuance of a Certificate of Occupancy, (2) the termination, expiration, or cancellation of the

building permit, (3) the suspension of construction activities for a period of 60 days, or (4) one year after the commencement of construction.

5.2 Construction Debris Removal: The builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the lot. The builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, regularly serviced. No trash may be burned, buried or otherwise disposed within the Subdivision.

5.3 Construction Area Appearance: The lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

5.4 Sanitary Facilities: The builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be removed from the site at such time as the permanent plumbing system is operational.

5.5 Construction Sign: During periods of actual construction on the Dwelling, the owner or builder may install a sign not to exceed six square feet in an area identifying the lot and the builder. The sign must also comply with any signage ordinance enacted by the City after the date of this Declaration. The sign must be removed upon completion or abandonment of construction.

5.6 Hours of Work: Daily working hours on the site shall be limited to the period beginning one half hour after sunrise and ending one half hour before sunset, unless otherwise restricted by City ordinances. The builder is responsible for controlling noise emanating from the site.

5.7 Removal of Mud: The builder is responsible for cleaning up and removing mud, dirt and all debris from the construction site that is deposited on the roadways of the Subdivision.

5.8 Duration of Construction: No construction shall be undertaken without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the permit. It is the obligation of the owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially completed within a period of eight months from the date the foundation is completed. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

## ARTICLE VI

### LANDSCAPE STANDARDS

6. It is the intent of the Declaration to require appropriate landscaping of lots following construction of any improvements, and to encourage the use of appropriate plant materials. The use and improvement of each lot is subject to the following Landscape Standards.

6.1 Landscaping Required: As soon as practical following completion of the construction of the Dwelling, but in no event later than the summer immediately following completion of construction, or not later than 18 months from the issuance of a building permit, whichever first occurs, each owner is encouraged to fully landscape his or her lot. The owner may plant lawns, which are encouraged to be pre-grown sod, gardens, plant shrubbery, trees or other ornamental plantings or replace natural species. Front yard landscaping shall include a balance of turf, ground cover, shrubs and trees. Provisions should be made for Spring and Summer seasonal color in the ground covers shrubs and trees.

6.3 Fences: Fencing of lots along the lot line shall be permitted in the Subdivision. The area that may be fenced shall be limited to the side yards and the rear yards of the lots. No fencing shall extend beyond the front plane of any home.



## ARTICLE VII

### OWNER'S MAINTENANCE OBLIGATIONS

8. It is the obligation of each owner to maintain his lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

8.1 Duty to Maintain: It is the obligation of the owner of each lot to maintain his lot and the improvements to the lot in a good state of repair and in an attractive, safe, and healthy condition.

## ARTICLE VIII

### GENERAL PROVISIONS

9. The Covenants, Conditions, and Restrictions contained in this declaration may be enforced as follows:

9.1 Violation deemed a Nuisance: Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement.

a. Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the owner of any lot), by any other owner. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney's fees and costs of court.

b. Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These Covenants are to be construed as being in addition to those remedies available at law.

c. The remedies available under this declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

d. The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

9.2 Severability: Each of the Covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining Covenants shall remain in full force and effect.

9.3 Limited Liability: Neither the Declarant, the Trustees, or its individual members, nor any other owner shall have personal liability to any other owner for actions or inactions taken under this Covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

9.4 Amendment: At any time while this declaration is in effect, the owners of 55% of the lots may amend the provisions of this declaration. Any amendment must be in writing and be approved by 55% of the owners at the time of the amendment and the consent of the owner of the additional land, if any portion of the additional land has not been subdivided at the time. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment. No amendment which limits the rights of the Declarant or its successors in interest to expand the Subdivision or otherwise affects the additional land shall be effective without the written consent of the Declarant or other owner of the additional land.

9.5 Constructive Notice: Every person who owns, occupies, or acquires any right, title or interest in any lot in the subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the

application and enforcement of each of the Covenants, conditions, and Restrictions against his lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any lot.

9.6 Notices: All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

9.7 Liberal Interpretation: The provisions of this declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

9.8 Mortgagees Protection Provision: The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Entire Property that is made in good faith and for value, provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

Executed on the date stated above.

MZ Enterprises

A Utah Company

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

Craig North

STATE OF UTAH )

.§

County of Weber

On this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me, \_\_\_\_\_, who being by me duly sworn did say that they are the Owner of \_\_\_\_\_, a Utah Company, and that the within and foregoing instrument was signed on behalf of said Utah Corporation by authority of a resolution of its board of directors and said \_\_\_\_\_ duly acknowledged to me that said Utah Corporation executed the same.

\_\_\_\_\_

Notary Public

Residing

at:

My Commission Expires:

\_\_\_\_\_

Exhibit "D-2"

Preliminary Design Renderings



Exhibit “E”

Unit Count - The total unit count of Fifty-Seven (58) dwelling units has been calculated using the following bonus density:

CALCULATION		
BASE DENSITY (Total Acreage/40,000 sq ft lots)	37.057 Acres	40.355 UNITS
OPEN SPACE BONUS	34.72% x Base Density	14.01 UNITS
ENERGY EFFICIENCY	10% x Base Density	3.7 UNITS
TOTAL UNITS ALLOWED	40.35+14.01+3.7=58.06	58 UNITS

Ensign Engineering

May 1, 2024

Harrisville Fields Subdivision

Job no. 11293

**Harrisville Fields Land Calculations Total Land Area = 37.057 Acres**

**Phase 1 Total 11.388 Acres**

28 Private Lots	8.100 Acres
Public Streets	3.098 Acres
Open Space	0.190 Acres

**Phase 2 Total 25.669 Acres**

30 Private Lots	8.721 Acres
Public Streets	4.270 Acres
Open Space	12.678 Acres

**Open Space Phase 2 Total 12.678 Acres**

Regional Pond	2.360 Acres
Wetlands	3.551 Acres
Common Area	6.767 Acres

**Phase 2 Wetlands to be Reclaimed Total 0.403 Acres**

Inside Private Lots	0.216 Acres
Inside Private Streets	0.085 Acres
Inside Common Open Space	0.094 Acres

HARRISVILLE CITY  
RESOLUTION 24-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HARRISVILLE, UTAH, APPROVING THE ISSUANCE OF THE LOCAL BUILDING AUTHORITY OF HARRISVILLE CITY, UTAH, LEASE REVENUE BONDS, SERIES 2024.

WHEREAS, the Local Building Authority of Harrisville City, Utah (the “*Issuer*”) has been duly organized as a Utah nonprofit corporation by the City of Harrisville, Utah (the “*City*”) solely for the purpose of (a) accomplishing the public purposes for which the City exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, and (b) financing the costs of such projects on behalf of the City in accordance with the procedures and subject to the limitations of the Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the “*Act*”) and other applicable Utah law; and

WHEREAS, the Act provides that the Issuer may issue and sell its bonds for the purpose of paying the costs of acquiring, improving or extending a project (as such term is defined in the Act), and such bonds shall be secured by a pledge and assignment of the revenues received by the Issuer under the leasing contract (as such term is defined in the Act) with respect to the project financed or refinanced with the proceeds of the sale of such bonds and may be secured by (a) a mortgage (as defined in the Act) covering all or any part of such project, (b) a pledge and assignment of the leasing contract for that project, (c) amounts held in reserve funds or (d) such other security devices with respect to the project as may be deemed most advantageous by the Issuer; and

WHEREAS, the City Council of the City (the “*Council*”) desires the Issuer to undertake the construction of a certain project pursuant to the Act consisting of the acquisition, construction and improvement of a City Hall and offices, police station, public works facility, parks and recreational facilities, and related improvements (the “*Project*”) on certain real property located in the City the (“*Property*”); and

WHEREAS, the City (in its capacity as ground lessor) and the Issuer (in its capacity as ground lessee) will, simultaneously with the execution and delivery of the Indenture (defined below), enter into that certain Ground Lease, (the “*Ground Lease*”), a copy of which is attached hereto as *Exhibit A*, pursuant to which the Board of Education will lease to the Issuer the Property; and

WHEREAS, the Issuer and the City will enter into that certain Master Lease Agreement (the “*Master Lease*” and, together with the Ground Lease, the “*Leases*”), the form of which is attached hereto as *Exhibit B*, pursuant to which the Issuer has agreed (a) to Acquire or to cause the

Acquisition (as such terms are defined in the Master Lease) of the Project and (b) to lease the Property to the City, all on the terms and conditions set forth in the Leases; and

WHEREAS, the Council has heretofore reviewed and approved the plans and specifications for the Project in satisfaction of the requirements of Section 17D-2-302 of the Act; and

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Indenture, the Issuer has determined that it is in the best interest of the Issuer and the City (a) to issue its Local Building Authority of Harrisville City, Utah Lease Revenue Bonds, Series 2024 (the “*Series 2024 Bonds*”) pursuant to this Resolution and an Indenture of Trust (the “*Indenture*”), the form of which is attached hereto as *Exhibit C*, to provide funds for the purpose of (i) paying a portion of the costs of constructing the Project as provided in the Leases and (ii) paying costs of issuance relating to the issuance, sale and delivery of the Series 2024 Bonds, (b) to lease the Leased Property (as defined in the Master Lease) to the City in consideration of certain Base Rentals (as defined in the Master Lease) and Additional Rentals (as defined in the Master Lease) to be paid as provided in the Master Lease, which will be sufficient (so long as the City extends the term of the Master Lease for each successive one-year renewal term) to pay the principal of, and premium, if any, and interest on, the Series 2024 Bonds and certain other costs and expenses as provided in the Master Lease; and

WHEREAS, the Issuer desires to secure its payment obligations under the Indenture by executing and delivering one or more Leasehold Deed of Trust, Assignment of Rents and Security Agreement (the “*Deed of Trust*”), attached hereto as *Exhibit D*, for the benefit of the holders of the Series 2024 Bonds; and

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

WHEREAS, there has presented to the Council at this meeting the proposed form of each of the following agreements: (a) the Indenture; (b) the Leases, (c) the Deed of Trust, and (d) the Bond Purchase Agreement (defined below) (collectively, the “*Operative Agreements*”), in connection with the issuance of the Series 2024 Bonds and the financing of the Project; and

WHEREAS, the Issuer proposes to adopt a Bond Resolution dated as of the date of this Resolution for the Issuance of its Series 2024 Bonds (the “*Bond Resolution*”), attached hereto as *Exhibit F*.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of Harrisville, Utah, as follows:

*Section 1. Approval of Issuance of Series 2024 Bonds.* For the purposes enumerated in the preamble to this Resolution and paying the costs and expenses incidental thereto and to the issuance of the Series 2024 Bonds hereinafter described, the Council hereby approves the issuance of the Series 2024 Bonds by the Issuer pursuant to the Act and in accordance with and subject to the terms, conditions and limitations established in the Indenture and in the Bond Resolution and in accordance with and subject to the terms, conditions and limitations established in the Indenture.

*Section 2. Terms of the Series 2024 Bonds.* (a) The Series 2024 Bonds shall be dated as of their date of original issuance and delivery (the “Dated Date”), shall mature on the dates and in the principal amounts, and shall bear interest from the Dated Date, payable at the interest rates provided in the Certificate of Determination (as defined in the Bond Resolution). The Series 2024 Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) There is hereby delegated to the Designated Officer of the Issuer (as defined in the Bond Resolution), subject to the limitations contained in this Resolution, the power to determine and effectuate the following with respect to the Series 2024 Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the aggregate principal amount of the Series 2024 Bonds; *provided* that the aggregate principal amount of the Series 2024 Bonds shall not exceed \$10,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2024 Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than 26 years from their date or dates;

(iii) the interest rate or rates of the Series 2024 Bonds, *provided, however*, that the average interest rate to be borne by any Bond shall not exceed 6.50% per annum;

(iv) the sale of the Series 2024 Bonds to the purchaser of the bonds (the “Purchaser”) of the Series 2024 Bonds and the purchase price to be paid by the Purchaser for the Series 2024 Bonds; *provided, however*, that the discount from par of the Series 2024 Bonds shall not exceed two percent (2.00%) (expressed as a percentage of the principal amount);

(v) the Series 2024 Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Series 2024 Bonds, if any;

(vii) the use and deposit of the proceeds of the Series 2024 Bonds; and



(viii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

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

The Designated Officer shall make such determinations as provided above and shall execute the Certificate of Determination containing such terms and provisions of the Series 2024 Bonds, which execution shall be conclusive evidence of the actions or determinations of the Designated Officer as to the matters stated therein.

(c) The Series 2024 Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(d) The Series 2024 Bonds shall be in substantially the forms set forth in the Indenture, which forms are hereby incorporated herein by this reference, and the provisions for the signatures, authentication, payment, places of payment, medium of payment, transfer, exchange, registration, number and other provisions thereof, to the extent not provided herein, shall be as set forth in the Indenture as finally executed and are hereby approved and hereby incorporated herein by this reference. The form of the Series 2024 Bonds, submitted to this meeting as part of the recitals to the Indenture be, and the same hereby is, approved, and when the same shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this Resolution in the aggregate principal amount herein provided, they shall represent the approved form of the Series 2024 Bonds of the Issuer.

(e) Upon the occurrence of an Event of Nonappropriation (as such term is defined in the Master Lease) or an Event of Default under the Master Lease or the Indenture, the trustee for the Series 2024 Bonds (the “*Trustee*”) shall be entitled to exercise such rights and remedies (including but not limited to the appointment of a receiver) as are provided in the Indenture or as are otherwise provided to the Issuer under the Act or other applicable law; *provided, however*, that no deficiency judgment upon foreclosure of the lien of the Indenture may be entered against the Issuer, the City, the State of Utah or any political subdivision of the State of Utah, except as otherwise expressly provided in the Indenture and as permitted by the Act.

*Section 3. Limited Obligations.* The Series 2024 Bonds, together with the interest and premium, if any, thereon, are not general obligations of the Issuer but are limited obligations and, except for the security provided by the Indenture, pursuant to Section 17D-2-505 of the Act, are payable solely out of Base Rentals received by the Trustee under the Master Lease and certain other amounts received under the Indenture. Nothing in this Resolution, the Indenture or the Series 2024 Bonds shall be construed as requiring the State of Utah or any political subdivision of the State of Utah to pay any of the Series 2024 Bonds or to pay any of the premium (if any) or interest thereon or to appropriate any money to pay the same. Pursuant to Section 17D-2-505 of the Act and the Indenture, the Series 2024 Bonds shall be secured by the Trust Estate, which is specifically pledged, mortgaged, hypothecated, assigned and otherwise secured in the Indenture, subject to

Permitted Encumbrances, for the equal and ratable payment of the Series 2024 Bonds and any bonds hereafter issued on a parity with the Series 2024 Bonds under the Indenture and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Series 2024 Bonds and such additional parity bonds, except as may be otherwise expressly authorized in the Indenture. Neither the full faith and credit nor the taxing powers of the State of Utah or any political subdivision of such State is pledged to the payment of the principal of, or premium, if any, or interest on, the Series 2024 Bonds or other costs appertaining thereto. The Series 2024 Bonds and the interest and premium, if any, thereon do not now and shall never constitute an indebtedness of the Issuer, the City, the State of Utah or any political subdivision of such State within the meaning of any State constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State of Utah or any political subdivision of the State of Utah. No breach of any covenant or agreement in the Indenture or the Master Lease shall impose any general obligation or liability upon, nor a charge against, the City or the general credit or taxing power of the State of Utah or any of its political subdivisions. THE OBLIGATION OF THE CITY TO PAY BASE RENTALS AND OTHER AMOUNTS UNDER THE MASTER LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION OF THE CITY TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE CITY, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE SERIES 2024 BONDS NOR THE EXECUTION AND DELIVERY OF THE MASTER LEASE DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO APPROPRIATE ANY MONEY TO PAY ANY RENTALS UNDER THE MASTER LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR OR OBLIGATE THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE CITY TO THE EXTENT PROVIDED IN THE MASTER LEASE) TO PAY ANY RENTALS DUE TO THE ISSUER UNDER THE TERMS OF THE MASTER LEASE. NO PERSON EXECUTING THE SERIES 2024 BONDS OR THE MASTER LEASE SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE SERIES 2024 BONDS OR THE EXECUTION OF THE LEASES.

*Section 4. Authorization to Execute and Deliver Operative Agreements.* The forms, terms and provisions of each of the Operative Agreements are each hereby approved in substantially the forms presented at this meeting and attached hereto, with such insertions, omissions and changes as shall be approved by the Issuer as provided in the Bond Resolution and, to the extent that the City is a party to any such document, the Mayor of the City (the "*Mayor*"), the execution of such documents by the Issuer and Mayor being conclusive evidence of such approval. The appropriate officers of the Issuer are hereby authorized and directed to execute, attest and countersign, the Indenture and each of the other Operative Agreements to which the Issuer is a party and to affix or imprint the seal of the Issuer thereon. The Mayor is hereby authorized and directed to execute and the City Recorder of the City (the "*City Recorder*") to attest and countersign the Leases and each of the other Operative Agreements to which the City is a party.

*Section 5. Approval of Bond Purchase Agreement and Sale of the Bonds.* (a) The Bonds are hereby authorized to be sold to the Purchaser, on the terms and conditions set forth in the Certificate of Determination and a Bond Purchase Agreement (the "*Bond Purchase Agreement*"), a form of which is attached hereto as *Exhibit E*, and upon the basis of the representations therein set forth; *provided* that such terms shall not exceed the limitations set forth in Section 2 herein.

The Bond Purchase Agreement is hereby authorized and approved. To evidence the acceptance of the Bond Purchase Agreement, the Mayor is hereby authorized to execute and deliver, in substantially the form attached hereto as *Exhibit E*, with such insertions, deletions, changes, omissions and variations as the Mayor may deem appropriate (such approval of the Mayor of any such changes shall be conclusively established by the execution of the Bond Purchase Agreement).

(b) The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in the Certificate of Determination.

(c) The Mayor is hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and the City Recorder is hereby authorized, empowered and directed to attest such execution and to countersign.

*Section 6. Other Actions with Respect to the Series 2024 Bonds and the Indenture and Leases.* The officers and employees of the City shall take all action necessary in conformity with the Act to carry out the issuance of the Series 2024 Bonds and the execution and delivery of the Operative Agreements, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2024 Bonds and the execution and delivery of the Indenture. If the Mayor or the City Recorder shall be unavailable to execute, countersign or attest (as applicable), any of the Operative Agreements and/or the other documents that they are hereby authorized to execute, countersign and attest, the same may be executed, countersigned and attested (as applicable) by the Mayor Pro Tem or by the Deputy City Recorder, respectively.

*Section 7. Filing of Resolution.* The City Recorder, as Secretary of the Issuer, is hereby authorized and directed to file a certified copy of this Resolution in the records of the Issuer promptly following the adoption hereof.

*Section 8. Resolution Irrepealable.* After any of the Series 2024 Bonds are delivered by the Trustee to the Purchaser upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Series 2024 Bonds and interest thereon shall have been fully paid, canceled and discharged.

*Section 9. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution; *provided, however*, that nothing in this Section shall be construed to amend or modify the limitations provided in Section 4 hereof.

*Section 10. Conflicting Resolutions.* All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

*Section 11. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

APPROVED AND ADOPTED this May 14, 2024.

By \_\_\_\_\_  
Mayor

COUNTERSIGN AND ATTEST:

By \_\_\_\_\_  
City Recorder

**EXHIBIT A**

[GROUND LEASE]

**EXHIBIT B**

MASTER LEASE AGREEMENT

**EXHIBIT C**

INDENTURE OF TRUST

**EXHIBIT D**

DEED OF TRUST



**EXHIBIT E**

**BOND PURCHASE AGREEMENT**

**EXHIBIT F**

**BOND RESOLUTION OF THE ISSUER**

HARRISVILLE CITY  
RESOLUTION 24-08

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOCAL  
BUILDING AUTHORITY OF HARRISVILLE CITY, UTAH, AUTHORIZING  
THE ISSUANCE AND SALE OF LEASE REVENUE BONDS, SERIES 2024.

WHEREAS, the Local Building Authority of Harrisville City, Utah (the “*Issuer*”) has been duly organized as a Utah nonprofit corporation by the City of Harrisville, Utah (the “*City*”) solely for the purpose of (a) accomplishing the public purposes for which the City exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, and (b) financing the costs of such projects on behalf of the City in accordance with the procedures and subject to the limitations of the Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the “*Act*”) and other applicable Utah law; and

WHEREAS, the Act provides that the Issuer may issue and sell its bonds for the purpose of paying the costs of acquiring, improving or extending a project (as such term is defined in the Act), and such bonds shall be secured by a pledge and assignment of the revenues received by the Issuer under the leasing contract (as such term is defined in the Act) with respect to the project financed or refinanced with the proceeds of the sale of such bonds and may be secured by (a) a mortgage (as such term is defined in the Act) covering all or any part of such project, (b) a pledge and assignment of the leasing contract for that project, (c) amounts held in reserve funds or (d) such other security devices with respect to the project as may be deemed most advantageous by the Issuer; and

WHEREAS, pursuant to the provisions of Act, the Issuer has authority to accomplish the public purposes for which the City exist by acquiring, improving or extending any improvements, facilities or properties and appurtenances to them which the City are authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, and financing the costs of such projects on behalf of the City in accordance with the procedures and subject to the limitations of the Act; and

WHEREAS, the City desires the Issuer, on behalf of the City, to (A) undertake the construction of a certain project pursuant to the Act consisting of the acquisition, construction and improvement of a City Hall and offices, police station, public works facility, parks and recreational facilities, and related improvements (the “*Project*”) on certain real property located in the City (the “*Property*”) and (B) pay costs relating to the issuance and sale of the Series 2024 Bonds; and

WHEREAS, the City (in its capacity as ground lessor) and the Issuer (in its capacity as ground lessee) will, simultaneously with the execution and delivery of the Indenture (defined below), enter into that certain Ground Lease, (the “*Ground Lease*”), a copy of which is attached

hereto as *Exhibit A*, pursuant to which the Board of Education will lease to the Issuer the Property; and

WHEREAS, the Issuer and the City will enter into that certain Master Lease Agreement (the “*Master Lease*” and, together with the Ground Lease, the “*Leases*”), the form of which is attached hereto as *Exhibit B*, pursuant to which the Issuer has agreed (a) to Acquire or to cause the Acquisition (as such terms are defined in the Master Lease) of the Project and (b) to lease the Project to the City, all on the terms and conditions set forth therein; and

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Indenture, the Issuer has determined that it is in the best interest of the Issuer and the City (a) to issue its Lease Revenue Bonds, Series 2024 (the “*Series 2024 Bonds*”) pursuant to this Resolution and an Indenture of Trust (the “*Indenture*”), the form of which is attached hereto as *Exhibit C*, to provide funds for the purpose of (i) paying a portion of the costs of constructing the Project as provided in the Leases and (ii) paying costs of issuance relating to the issuance, sale and delivery of the Series 2024 Bonds, (b) to lease the Leased Property (as defined in the Master Lease) to the City in consideration of certain Base Rentals (as defined in the Master Lease) and Additional Rentals (as defined in the Master Lease) to be paid as provided in the Master Lease, which will be sufficient (so long as the City extends the term of the Master Lease for each successive one-year renewal term) to pay the principal of, and premium, if any, and interest on, the Series 2024 Bonds and certain other costs and expenses as provided in the Master Lease; and

WHEREAS, the Issuer desires to secure its payment obligations under the Indenture by executing and delivering one or more Leasehold Deed of Trust, Assignment of Rents and Security Agreement (the “*Deed of Trust*”), attached hereto as *Exhibit D*, for the benefit of the holders of the Series 2024 Bonds; and

WHEREAS, the Secretary of the Issuer has presented to the Board of Trustees of the Issuer (the “*Board*”) at this meeting the proposed form of each of the following agreements: (a) the Indenture; (b) the Leases, (c) the Deed of Trust and (d) the Bond Purchase Agreement (defined below) (collectively the “*Operative Agreements*”), in connection with the issuance of the Series 2024 Bonds and the financing of the construction of the Project; and

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

WHEREAS, pursuant to Sections 17D-2-502 and 17D-2-601 of the Utah Code, the Issuer desires to provide for posting of a Notice of Bonds to be Issued in the form attached hereto as *Exhibit F*; and

WHEREAS, the City Council of the City by resolution previously adopted on the date hereof has approved the issuance of the Series 2024 Bonds and the terms thereof for purposes of the Act;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Trustees of the Local Building Authority of Harrisville City, as follows:

*Section 1. Issuance of the Series 2024 Bonds; Deposit of Proceeds.* (a) For the purposes set forth in the recitals hereto, a series of lease revenue bonds of the Issuer is hereby authorized to be issued pursuant to the Act and in accordance with and subject to the terms, conditions and limitations established in the Indenture and herein in the aggregate principal amount of \$10,000,000. If the Designated Officer determines that the principal amount to be issued shall be less than \$10,000,000, then the principal amount of such series of bonds shall be limited to the amount so determined by the Designated Officer.

(b) The proceeds of sale of the Series 2024 Bonds shall be deposited as provided in the Indenture and the Master Lease.

*Section 2. Terms of the Series 2024 Bonds.* (a) The Series 2024 Bonds shall be dated as of their date of original issuance and delivery (the “*Dated Date*”), shall mature on the dates and in the principal amounts, and shall bear interest from the Dated Date, payable at the interest rates provided in the Certificate of Determination, a form of which is attached hereto as *Exhibit G* (the “*Certificate of Determination*”). The Series 2024 Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in this Resolution, the power to determine and effectuate the following with respect to the Series 2024 Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the aggregate principal amount of the Series 2024 Bonds; *provided* that the aggregate principal amount of the Series 2024 Bonds shall not exceed \$10,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2024 Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than 26 years from their date or dates;

(iii) the interest rate or rates of the Series 2024 Bonds, *provided, however*, that the average interest rate to be borne by any Bond shall not exceed 6.50% per annum;

(iv) the sale of the Series 2024 Bonds to the Purchaser of the Series 2024 Bonds and the purchase price to be paid by the Purchaser for the Series 2024 Bonds; *provided*,

*however*, that the discount from par of the Series 2024 Bonds shall not exceed two percent (2.00%) (expressed as a percentage of the principal amount);

(v) the Series 2024 Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Series 2024 Bonds, if any;

(vii) the use and deposit of the proceeds of the Series 2024 Bonds; and

(viii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

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

The Board delegates to the Designated Officer the authority to determine whether to pursue a competitive sale, negotiated sale or private placement for the sale of the Series 2024 Bonds. The Designated Officer shall make such determinations as provided above and shall execute the Certificate of Determination containing such terms and provisions of the Series 2024 Bonds, which execution shall be conclusive evidence of the actions or determinations of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Article II hereof and shall be deemed to be a part of this Resolution.

(c) The Series 2024 Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(d) The Series 2024 Bonds and the Trustee’s certificate of authentication to be endorsed thereon shall be in substantially the forms set forth in the Indenture, which forms are hereby incorporated herein by this reference, and the provisions for the signatures, authentication, payment, places of payment, medium of payment, transfer, exchange, registration, number and other provisions thereof, to the extent not provided herein, shall be as set forth in the Indenture as finally executed and are hereby approved and hereby incorporated herein by this reference. The form of the Series 2024 Bonds, submitted to this meeting as part of the recitals to the Indenture be, and the same hereby is, approved, and when the same shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this Resolution in the aggregate principal amount herein provided, they shall represent the approved form of the Series 2024 Bonds of the Issuer.

(e) Upon the occurrence of an Event of Nonappropriation (as such term is defined in the Master Lease) or an Event of Default under the Master Lease or the Indenture, the Trustee shall be entitled to exercise such rights and remedies (including but not limited to the appointment of a receiver) as are provided in the Indenture or as are otherwise provided to the Issuer under the Act or other applicable law; *provided, however*, that no deficiency judgment upon foreclosure of the lien of the Indenture may be entered against the Issuer, the City, the State of Utah or any political

subdivision of the State of Utah, except as otherwise expressly provided in the Indenture and as permitted by the Act.

*Section 3. Execution of Series 2024 Bonds.* The President is hereby authorized and directed to execute, and the Secretary of the Issuer (the “*Secretary*”) is hereby authorized and directed to attest, the Series 2024 Bonds and each is hereby authorized and directed to deliver them to the Trustee for authentication pursuant to the Indenture.

*Section 4. Redemption Provisions.* The Series 2024 Bonds shall be subject to redemption as provided therein and in the Indenture.

*Section 5. Limited Obligations.* The Series 2024 Bonds, together with the interest and premium, if any, thereon, are not general obligations of the Issuer but are limited obligations and, except for the security provided by the Indenture, pursuant to Section 17D-2-505 of the Act, are payable solely out of Base Rentals received by the Trustee under the Master Lease and certain other amounts received under the Indenture. Nothing in this Resolution, the Indenture or the Series 2024 Bonds shall be construed as requiring the State of Utah or any political subdivision of the State of Utah to pay any of the Series 2024 Bonds or to pay any of the premium (if any) or interest thereon or to appropriate any money to pay the same. Pursuant to Section 17D-2-505 of the Act and the Indenture, the Series 2024 Bonds shall be secured by the Trust Estate, which is specifically pledged, mortgaged, hypothecated, assigned and otherwise secured in the Indenture, subject to Permitted Encumbrances, for the equal and ratable payment of the Series 2024 Bonds and any bonds hereafter issued on a parity with the Series 2024 Bonds under the Indenture and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Series 2024 Bonds and such additional parity bonds, except as may be otherwise expressly authorized in the Indenture. Neither the full faith and credit nor the taxing powers of the State of Utah or any political subdivision of such State is pledged to the payment of the principal of, or premium, if any, or interest on, the Series 2024 Bonds or other costs appertaining thereto. The Series 2024 Bonds and the interest and premium, if any, thereon do not now and shall never constitute an indebtedness of the Issuer, the City, the State of Utah or any political subdivision of such State within the meaning of any State constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State of Utah or any political subdivision of the State of Utah. No breach of any covenant or agreement in the Indenture or the Master Lease shall impose any general obligation or liability upon, nor a charge against, the City or the general credit or taxing power of the State of Utah or any of its political subdivisions. THE OBLIGATION OF THE CITY TO PAY BASE RENTALS AND OTHER AMOUNTS UNDER THE MASTER LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION OF THE CITY TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE CITY, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE SERIES 2024 BONDS NOR THE EXECUTION AND DELIVERY OF THE MASTER LEASE DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO APPROPRIATE ANY MONEY TO PAY ANY RENTALS UNDER THE MASTER LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY’S THEN CURRENT FISCAL YEAR OR OBLIGATE THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE CITY TO THE EXTENT PROVIDED IN THE MASTER LEASE) TO PAY ANY RENTALS DUE TO THE ISSUER UNDER THE TERMS OF THE MASTER LEASE. NO PERSON EXECUTING THE SERIES

2024 BONDS OR THE LEASES SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE SERIES 2024 BONDS OR THE EXECUTION OF THE LEASES.

*Section 6. Sale of the Series 2024 Bonds. Approval of Bond Purchase Agreement and Sale of the Series 2024 Bonds.* (a) The Series 2024 Bonds are hereby authorized to be sold to the Purchaser, on the terms and conditions set forth in the Certificate of Determination and the Series 2024 Bond Purchase Agreement and upon the basis of the representations therein set forth; *provided* that such terms shall not exceed the limitations set forth in Section 3 herein. The Series 2024 Bond Purchase Agreement, in substantially the form attached hereto as *Exhibit E*, is hereby authorized and approved. To evidence the acceptance of the Series 2024 Bond Purchase Agreement, the President is hereby authorized to execute and deliver, in substantially the form attached hereto as *Exhibit E*, with such insertions, deletions, changes, omissions and variations as the President may deem appropriate (such approval of the President of any such changes shall be conclusively established by the execution of the Series 2024 Bond Purchase Agreement).

(b) The Series 2024 Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in the Certificate of Determination.

(c) The President is hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Series 2024 Bonds, and the Secretary is hereby authorized, empowered and directed to attest such execution and to countersign.

*Section 7. Approval of Operative Agreements.* The forms, terms and provisions of the Operative Agreements are each hereby approved in substantially the forms presented at this meeting and attached hereto as exhibits to this Resolution, with such insertions, omissions and changes as shall be approved by the President or other members of the Board executing the same, the execution of such documents being conclusive evidence of such approval; and the President is hereby authorized and directed to execute, and the Secretary is hereby authorized and directed to attest, each of such Operative Agreements and any related exhibits attached thereto.

*Section 8. Other Actions with Respect to the Series 2024 Bonds and the Operative Agreements.* The officers and employees of the Issuer shall take all action necessary in conformity with the Act to carry out the issuance of the Series 2024 Bonds and the execution and delivery of each of the Operative Agreements, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2024 Bonds and the execution and delivery of the Operative Agreements and. If the President or the Secretary shall be unavailable to execute or attest (as applicable) the Series 2024 Bonds, the Operative Agreements or the other documents that they are hereby authorized to execute and attest, the same may be executed and attested (as applicable) by any other member of the Board or by any Assistant Secretary, respectively.

*Section 9. Arbitrage Covenant; Covenant to Maintain Tax Exemption.* (a) The officers and employees of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2024 Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations, (ii) the Series 2024 Bonds are not



and will not become “private activity bonds” within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section 11 will be complied with and (v) interest on the Series 2024 Bonds is not and will not become includible in gross income of the owners thereof for federal income tax purposes under the Code and applicable Regulations.

(b) The Issuer covenants and certifies to and for the benefit of the owners from time to time of the Series 2024 Bonds that:

(i) it will at all times comply with the provisions of any Tax Certificates;

(ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code and the Regulations, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made, the creation of any rebate fund to provide for the payment of any required rebate and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated, except to the extent that the Series 2024 Bonds are not subject to such arbitrage rebate requirements;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2024 Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Series 2024 Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2024 Bonds, would have caused the Series 2024 Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code;

(iv) it will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Series 2024 Bonds to be “private activity bonds” described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer have been or will be issued, sold or delivered within a period beginning fifteen (15) days prior to the sale of the Series 2024 Bonds and ending fifteen (15) days following the delivery of the Series 2024 Bonds, other than the Series 2024 Bonds;

(vi) it will not take any action that would cause interest on the Series 2024 Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Series 2024 Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Series 2024 Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Series 2024 Bonds as provided in Section 103 of the Code;

(vii) it recognizes that Section 149(a) of the Code requires the Series 2024 Bonds to be issued and to remain in fully registered form in order that interest thereon is excludable from gross income of the owners thereof for federal income tax purposes under

laws in force at the time the Series 2024 Bonds are initially delivered and the Issuer agrees that it will not take any action to permit the Series 2024 Bonds to be issued in, or converted into, bearer or coupon form except as provided in the Indenture; and

(viii) it acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Series 2024 Bonds, under present rules, the Issuer is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Series 2024 Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

(f) The President is hereby authorized and directed to execute and cause the timely filing with the Internal Revenue Service of an Information Return for Tax-Exempt Governmental Obligation Issues (Form 8038-G) as required under Section 149(e) of the Code.

*Section 10. Resolution Irrepealable.* After any of the Series 2024 Bonds are delivered by the Trustee to the Purchaser upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Series 2024 Bonds and interest thereon shall have been fully paid, canceled and discharged.

*Section 11. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution; *provided, however,* that nothing in this Section shall be construed to amend or modify the limitations provided in Section 6 hereof.

*Section 12. Conflicting Resolutions.* All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

*Section 13. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

APPROVED AND ADOPTED this May 14, 2024.

LOCAL BUILDING AUTHORITY OF HARRISVILLE  
CITY, UTAH

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**GROUND LEASE**

**EXHIBIT B**

MASTER LEASE AGREEMENT

**EXHIBIT C**

INDENTURE OF TRUST

**EXHIBIT D**

DEED OF TRUST

**EXHIBIT E**

**BOND PURCHASE AGREEMENT**



## EXHIBIT F

### NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of 17D-2-502 and 17D-2-601 Utah Code Annotated 1953, as amended, that on May 14, 2024, the Board of Trustees (the “*Board*”) of the Local Building Authority of Harrisville City, Utah (the “*Authority*”), adopted a resolution (the “*Resolution*”) authorizing the issuance of the Authority’s lease revenue bonds (the “*Bonds*”) in the aggregate principal amount of not to exceed \$10,000,000, to bear interest at an average rate of not to exceed 6.50% per annum, to mature in not more than 26 years from their date or dates and to be sold at a discount from par, expressed as a percentage of principal amount, of not to exceed 2.00%.

Pursuant to the Resolution, the Series 2024 Bonds are to be issued for the purpose of raising money to (A) acquire, construct and improve a City Hall and offices, police station, public works facility, parks and recreational facilities, and related improvements (the “*Project*”) on certain real property located in the City the (“*Property*”) and (B) pay costs relating to the issuance and sale of the Series 2024 Bonds.

The Series 2024 Bonds are payable from annually-renewable lease payments from the City of Harrisville, Utah (the “*City*”) and will be secured by a mortgage on the Property. The estimated total cost to the Authority for the proposed Bonds, if the Series 2024 Bonds are held until maturity and based on estimated interest rates currently in effect and the principal amount of Bonds the Authority expects to issue, is \$18,047,959.

The Series 2024 Bonds are to be issued and sold by the Authority pursuant to the Resolution, including as attachments to such Resolution forms of an Indenture of Trust (the “*Indenture*”), a Ground Lease (the “*Ground Lease*”) and a Master Lease Agreement (the “*Master Lease*” and, together with the Ground Lease, the “*Leases*”), each between the Authority and the City, and a Leasehold Deed of Trust, Assignment of Rents and Security Agreement (the “*Deed of Trust*”). Said Indenture, Leases and Deed of Trust are to be executed and delivered by the Authority in such form and with such changes as shall be approved by the Authority together with other related bond documents; provided that the principal amount, interest rate or rates, maturity and discount of the Series 2024 Bonds will not exceed the maximums set forth above.

Copies of the Resolution and the forms of the Indenture, the Leases, the Deed of Trust, and certain other documents pertaining to the issuance and sale of the Series 2024 Bonds are on file in the office of the Authority, which is the office of the Secretary of the Authority at 363 W. Independence Blvd., in Harrisville, Utah where they may be examined during regular business hours of the Authority from 8:00 a.m. to 5:00 p.m., Monday through Friday of each week (except holidays). Such documents shall be available for inspection from and after the date of the publication of this notice until at least thirty (30) days thereafter.

NOTICE IS FURTHER GIVEN that for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution or the Series 2024 Bonds, or any provision made for the security and payments of

such Bonds and after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

NOTICE IS FURTHER GIVEN that pursuant to Section 17D-2-502, Utah Code Annotated 1953, as amended, if within 30 calendar days of the publication of this notice, a written petition requesting an election and signed by at least twenty percent (20%) of the active voters of the City of Harrisville is filed with the Board, then the Board shall submit the question of whether or not to issue the Series 2024 Bonds to the voters of the City of Harrisville for their approval or rejection.

DATED May 14, 2024.

LOCAL BUILDING AUTHORITY OF HARRISVILLE CITY, UTAH

**EXHIBIT G**

CERTIFICATE OF DETERMINATION

May 2, 2024

Re: Fiscal Year 2024-2025 Proposed Budget

Dear Mayor & Council,

It gives me great pleasure to present to you the attached Proposed Budget for Fiscal Year 2024-2025. Following are a few budget highlights:

**General Fund** - General Fund Revenues total \$5,587,580, Expenditures total \$5,587,580 which creates a balanced budget in the General Fund Fiscal Year 2024-2025.

**Sales Tax Revenue** - Based on fiscal year 2023-2024 actual sales tax revenue collected through the end of March 2024 as well as the previous three fiscal years; \$1,950,000 is being proposed for sales tax revenue. Based on historical trends in sales tax revenue as well as experienced decrease in collections in the current fiscal year, a conservative approach in estimated sales tax revenue was budgeted.

**Property Tax Revenue** - Following is a historical breakdown of the property tax levy since 2010:

CTR	AUDITOR'S CTR	HVC ADOPTED CTR
2010	0.000619	0.000660
2011	0.000671	0.000671
2012	0.000738	0.000738
2013	0.000735	0.001292
2014	0.001259	0.001259
2015	0.001202	0.001202
2016	0.001123	0.001123
2017	0.001074	0.001074
2018	0.000952	0.000952
2019	0.000875	0.000875
2020	0.000802	0.000802
2021	0.000564	0.001500
2022	0.001490	0.001500
2023	Unknown	0.001500

Accepting the Tax Commission's certified tax rate is included in the proposed budget as a starting point on the certified tax rate with slight increase for growth; however, staff is looking for

guidance from the Council in determining if they want to accept the rate or go through the Truth-in-Taxation process to set a rate.

***Personnel*** - Included in personnel costs is a 3% cost-of-living-adjustment (COLA), and 2% merit increase for all full-time employees as well as applicable increases to FICA/MC, retirement, etc. associated with this increase.

Harrisville City's health insurance premiums increased by 2.7%. Utah Retirement System rates remained stable with minimal increases.

***Motor Pool*** - The motor pool has budgeted for the purchase of three (3) new vehicles for the police department, and a new truck for the Parks Department. The allocations from the police and parks and recreation departments to the motor pool have been adjusted for these purchases.

***Capital Projects Fund*** - Included in the capital projects fund is \$500,000 for a generator for the new public work complex on 750 West.

***Garbage Fund*** - For several years the garbage fund has been operating in a deficit. Fees were increased in the fiscal year 2022-2023 as well as again 2023-2024. Increase in revenue for second garbage can rates have been included in the tentative budget.

***Debt Service*** - Transfers from the General Fund, Sewer and Storm Water of impact fees into the Debt Service Fund are budgeted to cover the costs associated with enterprise revenue bonds that were issued.

Expenditures include bond principal, interest and bond fee payments.

Please reach out to me if you have any questions.

Respectfully,

Jessica Hardy, Finance Director  
Harrisville City

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 10 - GENERAL FUND**

DESCRIPTION	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
<b>REVENUES</b>							
10-31- TAXES	2,637,720	3,034,949	3,574,516	3,457,630	3,530,007	72,377	2.09%
10-32- LICENSES & PERMITS	143,491	237,142	402,370	237,900	286,000	48,100	20.22%
10-33- INTERGOVERNMENTAL REVENUE	684,368	295,479	783,761	628,904	370,000	(258,904)	-41.17%
10-34- CHARGES FOR SERVICES	7,951	22,196	25,340	22,000	22,000	0	0.00%
10-35- FINES & FORFEITURES	120,304	147,860	136,139	141,000	140,500	(500)	-0.35%
10-36- MISCELLANEOUS REVENUE	57,869	799,334	326,469	194,500	259,500	65,000	33.42%
10-39- CONTRIBUTIONS & TRANSFERS	0	0	0	1,261,666	994,644	(267,022)	-21.16%
<b>TOTAL REVENUES</b>	<b>3,651,703</b>	<b>4,536,960</b>	<b>5,248,595</b>	<b>5,943,600</b>	<b>5,602,651</b>	<b>(340,949)</b>	<b>-5.74%</b>
<b>EXPENDITURES</b>							
10-41- MAYOR & COUNCIL	23,237	36,856	31,667	44,065	44,622	557	1.26%
10-42- COURT	102,441	113,840	131,585	171,609	144,349	(27,260)	-15.89%
10-44- ADMINISTRATION	362,455	434,655	530,192	686,326	691,999	5,673	0.83%
10-45- NON-DEPARTMENTAL	554,130	421,655	245,130	252,550	245,250	(7,300)	-2.89%
10-51- POLICE	1,247,638	1,433,573	1,824,498	2,263,463	2,394,275	130,812	5.78%
10-56- BUILDING INSPECTION / PLANNING	34,602	16,123	30,265	46,100	94,123	48,023	104.17%
10-61- PUBLIC WORKS / MAINTENANCE	662,666	289,141	295,424	292,051	276,273	(15,778)	-5.40%
10-63- PUBLIC WORKS / ROADS	0	201,309	0	859,348	486,055	(373,293)	-43.44%
10-71- PARKS & RECREATION	436,073	465,243	535,893	937,746	725,705	(212,041)	-22.61%
10-90- CONTRIBUTIONS / RESERVES	0	133,057	725,342	390,342	500,000	109,658	28.09%
<b>TOTAL EXPENDITURES</b>	<b>3,423,242</b>	<b>3,545,452</b>	<b>4,349,996</b>	<b>5,943,600</b>	<b>5,602,651</b>	<b>(340,949)</b>	<b>-5.74%</b>
<b>TOTAL GENERAL FUND</b>	<b>228,461</b>	<b>991,508</b>	<b>898,599</b>	<b>(0)</b>	<b>(0)</b>	<b>(0)</b>	<b>5.21%</b>

FUND BALANCE - BEGINNING OF YEAR		4,902,281	4,902,281
FUND BALANCE - END OF YEAR		4,902,281	4,902,280
NONSPENDABLE		94,821	94,821

CLASS C ROAD FUNDS	1,442,148	1,409,297	1,499,297
PARK DEVELOPMENT	379,324	85,766	100,766
TRANSPORTATION FEES	83,685	236,848	400,011
PUBLIC SAFETY	115,018	119,518	126,518
PUBLIC SAFETY BEER TAX	38,563	38,563	38,563
TRANSPORTATION TAX	792,627	945,790	1,108,953
UNASSIGNED	1,956,095	1,971,677	1,533,351
USE OF FUND BALANCE		482,420	792,807
<b>ENDING UNASSIGNED FUND BALANCE</b>		<b>1,489,257</b>	<b>740,544</b>

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

FUND 10 - GENERAL FUND

ACCOUNT	ACCOUNT TITLE	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
<b>REVENUES</b>								
TAXES								
10-31-100	GENERAL SALES & USE TAXES	1,756,774	2,086,575	1,966,185	1,947,620	1,950,000	2,380	0.12%
10-31-110	GENERAL PROPERTY TAXES	350,008	344,494	935,795	961,736	980,971	19,235	2.00%
10-31-120	FRANCHISE TAX	347,566	371,771	417,108	354,238	400,000	45,762	12.92%
10-31-130	REDEMPTIONS	8,931	6,064	15,143	6,000	10,000	4,000	66.67%
10-31-145	PUBLIC SAFETY - BEER TAX	0	0	16,254	0	0	0	0.00%
10-31-150	VEHICLE TAX FEE IN LIEU	29,530	43,960	58,890	31,000	31,000	0	0.00%
10-31-160	TRANSPORTATION TAXES	144,911	175,049	165,141	150,000	150,000	0	0.00%
10-31-170	RAMP TAX	0	7,036	0	7,036	8,036	1,000	14.21%
	TOTAL TAXES	2,637,720	3,034,949	3,574,516	3,457,630	3,530,007	72,377	2.09%
LICENSES & PERMITS								
10-32-200	BUILDING PERMITS	44,872	67,442	98,867	70,000	100,000	30,000	42.86%
10-32-205	PLAN CHECK FEE	22,317	39,109	59,656	40,000	50,000	10,000	25.00%
10-32-210	BUSINESS LICENSES	48,313	51,022	49,172	51,000	51,000	0	0.00%
10-32-230	PLAN APPLICATION FEES-ZONING	12,961	32,703	45,694	30,000	30,000	0	0.00%
10-32-235	ENCROACHMENT PERMIT FEES	6,850	20,257	54,925	20,000	20,000	0	0.00%
10-32-240	PARK IMPACT FEES	5,217	16,804	57,438	17,000	20,000	3,000	17.65%
10-32-260	TRANSPORTATION IMPACT FEES	1,908	6,358	21,673	6,400	10,000	3,600	56.25%
10-32-270	PUBLIC SAFETY IMPACT FEES	1,053	3,447	14,945	3,500	5,000	1,500	42.86%
	TOTAL LICENSES & PERMITS	143,491	237,142	402,370	237,900	286,000	48,100	20.22%
INTERGOVERNMENTAL REVENUE								
10-33-100	STATE LIQUOR FUNDS	9,928	11,279	10,465	11,000	11,000	0	0.00%
10-33-150	SEAT BELT/EUDL	0	0	8,505	16,000	16,000	0	0.00% Alcohol Enforcement
10-33-200	CLASS C ROAD FUNDS	286,526	284,200	297,174	260,000	260,000	0	0.00%
10-33-300	GRANTS	14,316	0	60,964	341,904	83,000	-258,904	-75.72% \$71,000 COPS Grant (Doxstander), \$12,000 Highway Safety Grant for Cameras
10-33-399	ARPA REVENUE	373,598	0	406,653	0	0	0	0.00%
	TOTAL INTERGOVERNMENTAL	684,368	295,479	783,761	628,904	370,000	-258,904	-41.17%
CHARGES FOR SERVICES								
10-34-400	PARK & CABIN RESERVATIONS	1,235	11,439	16,381	12,000	12,000	0	0.00%
10-34-700	YOUTH BASEBALL - RECREATION	4,439	1,919	4,989	5,000	5,000	0	0.00%
10-34-710	YOUTH BASKETBALL - RECREATION	2,277	8,838	3,970	5,000	5,000	0	0.00%
	TOTAL CHARGES FOR SERVICES	7,951	22,196	25,340	22,000	22,000	0	0.00%
FINES & FORFEITURES								
10-35-510	FINES	119,151	138,790	135,884	140,000	140,000	0	0.00%
10-35-520	WARRANT SERVICE	50	0	0	0	0	0	0.00%
10-35-540	PUBLIC DEFENDER FEES	1,103	1,324	255	1,000	500	-500	-50.00%
10-35-550	CODE ENFORCEMENT FINES	0	7,746	0	0	0	0	0.00%
	TOTAL FINES & FORFEITURES	120,304	147,860	136,139	141,000	140,500	-500	-0.35%
MISCELLANEOUS REVENUE								
10-36-440	HORIZONS BOOK SALES	55	20	0	0	0	0	0.00%
10-36-450	MISCELLANEOUS REVENUE	42,095	122,856	116,944	120,000	100,000	-20,000	-16.67%
10-36-460	HERITAGE DAYS CELEBRATION	0	2,250	2,550	0	0	0	0.00%
10-36-470	YOUTH CITY COUNCIL	0	26	0	0	0	0	0.00%
10-36-600	INTEREST EARNED	5,483	8,227	108,140	42,500	100,000	57,500	135.29%
10-36-602	CLASS C ROAD INTEREST	5,029	6,134	45,929	20,000	30,000	10,000	50.00%
10-36-603	TRANSPORTATION TAXES INTEREST	2,213	2,989	24,420	5,000	15,000	10,000	200.00%



10-36-604	PARK IMPACT INTEREST	1,770	1,556	11,539	4,000	10,000	6,000	150.00%
10-36-608	TRANSPORTATION IMPACT INTEREST	772	772	5,037	2,000	2,500	500	25.00%
10-36-610	PUBLIC SAFETY IMPACT INTEREST	452	498	3,628	1,000	2,000	1,000	100.00%
10-36-611	ARPA INTEREST	0	0	8,282	0	0	0	0.00%
10-36-800	SALE OF ASSETS	0	654,005	0	0	0	0	0.00%
	TOTAL MISCELLANEOUS REVENUE	57,869	799,334	326,469	194,500	259,500	65,000	33.42%

CONTRIBUTIONS & TRANSFERS

10-39-950	USE OF FUND BALANCE	0	0	0	482,420	792,807	310,387	64.34%	\$500,000 to Debt Service, \$110,000 ARPA Funds, \$240,000 to Balance Budget
10-39-960	USE OF RESERVE - CLASS C ROADS	0	0	0	312,851	200,000	-112,851	-36.07%	\$200,000 PW/Road Expenditures
10-39-970	USE OF TRANSPORTATION TAXES	0	0	0	1,837	1,837	0	0.00%	Motor Pool Lease Payment
10-39-980	USE OF TRANSPORTATION IMPACT FEE	0	0	0	150,000	0	-150,000	-100.00%	
10-39-990	USE OF RESERVE - PARK IMPACT FEE	0	0	0	314,558	0	-314,558	-100.00%	
	TOTALS CONTRIBUTIONS & TRANSFERS	0	0	0	1,261,666	994,644	-267,022	-21.16%	

<b>TOTAL GENERAL FUND REVENUES</b>		<b>3,651,703</b>	<b>4,536,960</b>	<b>5,248,595</b>	<b>5,943,600</b>	<b>5,602,651</b>	<b>-340,949</b>	<b>-5.74%</b>	
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HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 10 - GENERAL FUND  
 MAYOR & COUNCIL**

ACCOUNT	ACCOUNT TITLE	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
10-41-110	SALARIES & WAGES	15,642	17,050	18,694	19,004	19,504	500	2.63%
10-41-150	UNIFORM ALLOWANCE	0	0	26	500	500	0	0.00%
10-41-199	ARPA WAGES	0	0	1,183	0	0	0	0.00%
10-41-200	EMPLOYEE BENEFITS	1,446	12,224	2,149	2,061	2,118	57	2.77%
10-41-210	INCENTIVES	0	0	0	0	0	0	0.00%
10-41-330	TRAVEL & TRAINING	2,023	982	3,886	10,000	10,000	0	0.00%
10-41-380	ENTERTAINMENT & FOOD EXP	249	356	183	1,500	1,500	0	0.00%
10-41-600	YOUTH COUNCIL	0	2,003	800	6,000	6,000	0	0.00%
10-41-640	SUBSCRIPTIONS & MEMBERSHIP	3,877	4,241	4,746	5,000	5,000	0	0.00%
<b>TOTAL MAYOR &amp; COUNCIL</b>		<b>23,237</b>	<b>36,856</b>	<b>31,667</b>	<b>44,065</b>	<b>44,622</b>	<b>557</b>	<b>1.26%</b>

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 21 - FOUR MILE SPECIAL SERVICE DISTRICT**

DESCRIPTION	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
<b>REVENUES</b>							
21-30-600 INTEREST	(2)	27	54	0	0	0	0.00%
21-30-720 SERVICE / UTILITY / CONNECTION FEE	0	0	14,250	14,250	15,000	750	5.26%
<b>TOTAL REVENUES</b>	<b>(2)</b>	<b>27</b>	<b>14,304</b>	<b>14,250</b>	<b>15,000</b>	<b>750</b>	<b>5.26%</b>
<b>EXPENDITURES</b>							
21-62-400 ENGINEERING	6,150	2,618	69	0	0	0	0.00%
21-62-750 SYSTEM MAINTENANCE	0	0	0	12,000	12,000	0	0.00%
<b>TOTAL EXPENDITURES</b>	<b>6,150</b>	<b>2,618</b>	<b>69</b>	<b>12,000</b>	<b>12,000</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL FOUR MILE SPECIAL S.D. FUNI</b>	<b>(6,152)</b>	<b>(2,591)</b>	<b>14,235</b>	<b>2,250</b>	<b>3,000</b>	<b>750</b>	<b>33.33%</b>

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 10 - GENERAL FUND  
 JUSTICE COURT**

ACCOUNT	ACCOUNT TITLE	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
10-42-110	SALARIES & WAGES	59,949	74,620	81,247	87,482	62,024	(25,458)	-29.10%
10-42-130	OVERTIME	0	0	0	0	0	0	0.00%
10-42-150	UNIFORM ALLOWANCE	0	0	0	100	100	0	0.00%
10-42-199	ARPA WAGES	0	0	2,440	0	0	0	0.00%
10-42-200	EMPLOYEE BENEFITS	35,124	25,755	20,042	48,827	41,725	(7,102)	-14.55%
10-42-330	TRAVEL & TRAINING	0	479	2,119	2,000	2,000	0	0.00%
10-42-600	OFFICE SUPPLIES & EXPENSES	260	102	773	1,000	1,000	0	0.00%
10-42-620	COURT WARRANT SERVICES	-88	0	0	0	0	0	0.00%
10-42-621	COURT WITNESS FEES	0	19	0	500	500	0	0.00%
10-42-622	INTERPRETER	757	1,381	1,833	1,500	2,000	500	33.33%
10-42-630	COURT LEGAL SERVICES	5,670	6,900	18,570	25,200	30,000	4,800	19.05%
10-42-640	BOOKS, SUBSCRIPT, MEMBERSH	769	4,584	4,561	5,000	5,000	0	0.00%
10-42-650	VIDEO ARRAIGNMENT	0	0	0	0	0	0	0.00%
<b>TOTAL JUSTICE COURT</b>		<b>102,441</b>	<b>113,840</b>	<b>131,585</b>	<b>171,609</b>	<b>144,349</b>	<b>-27,260</b>	<b>-15.89%</b>

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 10 - GENERAL FUND  
 ADMINISTRATION**

ACCOUNT	ACCOUNT TITLE	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
10-44-110	SALARIES & WAGES	95,747	153,428	226,927	319,674	322,307	2,633	0.82%
10-44-120	SALARIES & WAGES - TEMP/PART-TII	51,323	57,029	25,581	27,800	28,611	811	2.92%
10-44-150	UNIFORM ALLOWANCE	0	0	167	1,000	1,000	0	0.00%
10-44-199	ARPA WAGES	5,602	195	98,733	0	0	0	0.00%
10-44-200	EMPLOYEE BENEFITS	104,473	123,390	143,660	202,852	204,231	1,379	0.68%
10-44-300	ENGINEERING SERVICES	57,257	55,659	-13,312	55,000	55,000	0	0.00%
10-44-320	ELECTION COSTS	0	3,105	4,994	7,000	7,000	0	0.00%
10-44-330	TRAVEL & TRAINING	449	2,606	7,533	10,000	10,000	0	0.00%
10-44-380	ENTERTAINMENT & FOOD EXP	440	735	1,016	2,500	2,500	0	0.00%
10-44-500	PAYMENTS TO MOTOR POOL	4,272	4,272	4,269	7,000	7,350	350	5.00%
10-44-540	PUBLIC NOTICES, ADVERTISING	2,369	0	1,560	2,500	3,000	500	20.00%
10-44-590	FUEL	60	47	0	500	500	0	0.00%
10-44-600	OFFICE SUPPLIES & EXPENSE	4,657	6,212	4,340	5,000	5,000	0	0.00%
10-44-602	COPIER MAINTENANCE	938	1,123	995	1,500	1,500	0	0.00%
10-44-610	BANK FEES	16,538	4,905	1,601	2,500	2,500	0	0.00%
10-44-620	POSTAGE	1,920	1,445	2,289	2,500	2,500	0	0.00%
10-44-630	LEGAL SERVICES	0	6,351	7,450	25,000	25,000	0	0.00%
10-44-640	BOOKS, SUBSCRIPT, MEMBERSHIPS	6,029	4,345	5,555	5,000	5,000	0	0.00%
10-44-700	SPECIAL DEPT. EXPENDITURES	0	402	868	1,000	1,000	0	0.00%
10-44-740	EQUIPMENT	0	0	947	3,000	3,000	0	0.00%
10-44-741	COMPUTER EQUIPMENT	10,381	9,406	5,019	5,000	5,000	0	0.00%
<b>TOTAL ADMINISTRATION</b>		<b>362,455</b>	<b>434,655</b>	<b>530,192</b>	<b>686,326</b>	<b>691,999</b>	<b>5,673</b>	<b>0.83%</b>

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 10 - GENERAL FUND  
 NON-DEPARTMENTAL**

ACCOUNT	ACCOUNT TITLE	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
10-45-220	SENIOR CITIZENS	0	0	220	1,200	1,200	0	0.00%
10-45-301	COMPUTER SERVICES	28,395	44,208	46,560	48,000	55,000	7,000	14.58%
10-45-302	CITY WEBSITE MAINTENANCE	190	0	0	450	450	0	0.00%
10-45-303	CITY NEWSLETTER	3,981	3,301	2,969	4,500	4,000	(500)	-11.11%
10-45-304	COMCAST	4,951	4,481	3,744	6,500	6,500	0	0.00%
10-45-310	AUDIT & ACCOUNTING SERVICES	6,330	6,462	6,300	15,000	15,000	0	0.00%
10-45-410	UTILITIES - CITY BUILDING	38,509	52,365	11,265	40,000	15,000	(25,000)	-62.50%
10-45-520	LIABILITY/PROPERTY INSURANCE	50,965	57,025	59,102	59,000	62,000	3,000	5.08%
10-45-530	TELEPHONE, CELL PHONES, HOT SP	17,497	18,263	19,358	18,000	21,000	3,000	16.67%
10-45-602	PRINTING SERVICES	0	0	0	100	100	0	0.00%
10-45-660	ANIMAL CONTROL	44,096	45,976	49,776	46,000	49,000	3,000	6.52%
10-45-700	MISCELLANEOUS	1,106	138,840	2,096	1,000	3,000	2,000	200.00%
10-45-701	SHREDDING	1,132	481	878	1,000	1,000	0	0.00%
10-45-750	CITY HISTORY GRANT	1,120	0	0	0	0	0	0.00%
10-45-760	CODIFICATION SERVICES	1,500	1,800	1,930	1,800	2,000	200	11.11%
10-45-770	PROFESSIONAL SERVICES-STUDIES	0	59	0	10,000	10,000	0	0.00%
10-45-999	ARPA EXPENDITURES	354,358	48,394	40,932	0	0	0	0.00%
<b>TOTAL NON-DEPARTMENTAL</b>		<b>554,130</b>	<b>421,655</b>	<b>245,130</b>	<b>252,550</b>	<b>245,250</b>	<b>-7,300</b>	<b>-2.89%</b>

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

FUND 10 - GENERAL FUND  
 POLICE

ACCOUNT	ACCOUNT TITLE	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
10-51-110	SALARIES & WAGES	376,527	710,080	846,594	1,057,095	1,137,687	80,592	7.62%
10-51-120	SALARIES & WAGES - TEMP/PART-TIME	16,142	7,286	10,538	20,000	20,000	0	0.00%
10-51-121	COURT SECURITY WAGES	1,115	627	2,310	10,500	17,365	6,865	65.38%
10-51-130	OVERTIME/HOLIDAY	-6,793	-7,593	0	32,000	32,000	0	0.00%
10-51-199	ARPA WAGES	235,465	0	208,340	0	0	0	0.00%
10-51-200	EMPLOYEE BENEFITS	423,311	450,591	477,385	743,783	789,607	45,824	6.16%
10-51-300	TECHNICAL SERVICES	14,807	16,597	17,514	20,210	22,000	1,790	8.86%
10-51-305	PROFESSIONAL SERVICES	1,033	499	143	1,500	1,500	0	0.00%
10-51-310	NARCOTICS STRIKE FORCE	6,696	6,510	7,036	7,500	7,500	0	0.00%
10-51-330	TRAVEL & TRAINING	4,812	5,703	10,358	17,000	19,000	2,000	11.76%
10-51-430	EQUIPMENT REPAIR & MAINTENANCE	12,710	21,295	18,300	35,900	35,900	0	0.00%
10-51-440	PUBLIC SAFETY IMPACT FEE EXPENDITURE	0	0	4,763	0	0	0	0.00%
10-51-500	MOTOR POOL PAYMENTS	78,300	98,136	76,806	88,295	111,966	23,671	26.81%
10-51-520	BIKE PATROL / CANINE	0	0	0	0	1,500	1,500	100.00%
10-51-550	NAP	425	425	425	450	450	0	0.00%
10-51-560	LEXIPOL & ACREDITATION	7,041	0	5,023	6,000	6,000	0	0.00%
10-51-590	GASOLINE	25,108	44,168	36,586	55,000	55,000	0	0.00%
10-51-600	OFFICE SUPPLIES & EXPENSES	3,715	3,553	7,654	8,500	8,500	0	0.00%
10-51-602	PRINTING SERVICES	456	621	514	1,500	2,000	500	33.33%
10-51-615	UNIFORM ALLOWANCE	7,259	6,355	7,669	18,000	20,000	2,000	11.11%
10-51-620	AMMO	2,947	3,086	4,415	4,250	5,000	750	17.65%
10-51-640	SUBSCRIPTION & MEMBERSHIPS	200	600	630	1,500	1,800	300	20.00%
10-51-655	DRONE MAINTENANCE & SUPPLIES	0	0	0	0	1,500	1,500	100.00%
10-51-660	LIVE 911	0	0	0	5,000	5,000	5,000	100.00%
10-51-665	MDC/AIRCARD	5,290	5,611	5,838	6,980	8,000	1,020	14.61%
10-51-735	GRANT EXPENDITURES	6,815	16,696	11,968	0	0	0	0.00%
10-51-740	EQUIPMENT	11,723	12,958	33,537	82,000	40,000	(42,000)	-51.22%
10-51-741	COMPUTER EQUIPMENT	9,473	1,660	20,414	20,000	20,000	0	0.00%
10-51-742	VERSATERM MAINTENANCE	0	0	0	5,000	6,000	1,000	20.00%
10-51-743	BODY ARMOR	1,262	6,213	4,052	9,000	9,000	0	0.00%
10-51-745	ALCOHOL ENFORCEMENT-BEER TAX	0	20,324	2,074	0	0	0	0.00%
10-51-746	SEAT BELT	524	512	0	0	1,500	1,500	100.00%
10-51-747	EUDL	0	0	0	0	500	500	100.00%
10-51-748	OTHER MISCELLANEOUS	0	-104	629	5,000	5,000	0	0.00%
10-51-749	ALCOHOL ENFORCEMENT/HWY SAFETY	0	0	1,805	0	1,500	1,500	100.00%
10-51-750	SWAT	1,275	1,164	1,178	1,500	1,500	0	0.00%
	<b>TOTAL POLICE</b>	<b>1,247,638</b>	<b>1,433,573</b>	<b>1,824,498</b>	<b>2,263,463</b>	<b>2,394,275</b>	<b>135,812</b>	<b>6.00%</b>

Asking for 3-new vehicles; hiring of new FTE ee using the grant; new cars will be here in april instead of July.

Drone Maint & supplies added to take care of drones  
 Drone sense program "live feed" \$3,000/yr.  
 Police cars are being sent to auction

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 10 - GENERAL FUND  
 BUILDING INSPECTION / PLANNING**

ACCOUNT	ACCOUNT TITLE	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)	
10-56-110	SALARIES & WAGES	0	0	0	0	29,783	29,783	100.00%	50% shared with planning
10-56-120	SALARIES & WAGES - TEMP/PART-TII	0	0	0	0	0	0	0.00%	
10-56-200	EMPLOYEE BENEFITS	0	0	0	0	3,240	3,240	100.00%	
10-56-240	PLANNING COMMISSION REIMBURSE	2,550	2,350	2,500	3,600	3,600	0	0.00%	
10-56-250	PROFESSIONAL PLANNER	21,134	-9,790	0	5,000	10,000	5,000	100.00%	
10-56-260	BUILDING INSPECTIONS	0	15,713	13,640	25,000	25,000	0	0.00%	
10-56-306	PLAN CHECKS	10,780	5,910	13,225	10,000	20,000	10,000	100.00%	
10-56-330	TRAVEL & TRAINING	0	570	0	1,000	1,000	0	0.00%	
10-56-640	SUBSCRIPTIONS & MEMBERSHIPS	0	0	130	0	0	0	0.00%	
10-56-750	CODE ENFORCEMENT	138	1,370	770	1,500	1,500	0	0.00%	
<b>TOTAL BUILDING INSPECTION / PLANNING</b>		<b>34,602</b>	<b>16,123</b>	<b>30,265</b>	<b>46,100</b>	<b>94,123</b>	<b>48,023</b>	<b>104.17%</b>	



HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 10 - GENERAL FUND  
 PUBLIC WORKS / MAINTENANCE**

ACCOUNT	ACCOUNT TITLE	FY2020-2021	FY2021-2022	FY2022-2023	FY2023-2024	FY2024-2025	INC/(DEC)	% OF
		ACTUAL	ACTUAL	ACTUAL	BUDGET	REQUESTED		INC/(DEC)
10-61-110	SALARIES & WAGES	178,946	115,064	110,258	112,960	119,447	6,487	5.74%
10-61-130	OVERTIME	128	-66	149	3,150	3,180	30	0.95%
10-61-150	UNIFORM ALLOWANCE	467	1,000	1,179	1,500	1,800	300	20.00%
10-61-199	ARPA WAGES	-1,188	462	28,699	0	0	0	0.00%
10-61-200	EMPLOYEE BENEFITS	106,576	65,246	31,390	52,941	54,346	1,405	2.65%
10-61-330	TRAVEL & TRAINING	572	4,287	3,291	5,000	6,000	1,000	20.00% APWA Conference & Tristate Conference
10-61-410	BLUE STAKES	1,362	891	0	0	1,500	1,500	100.00%
10-61-425	TOOLS	2,818	3,058	1,005	1,000	1,000	0	0.00%
10-61-430	CITY BUILDING CUSTODIAL	14,911	5,760	5,511	7,000	8,000	1,000	14.29%
10-61-430	EQUIPMENT REPAIR & MAINTENANCE	13,091	12,655	17,358	20,000	30,000	10,000	50.00%
10-61-431	BUILDINGS & GROUNDS	16,262	13,439	33,465	35,000	35,000	0	0.00% All Buildings and grounds except custodial
10-61-433	EQUIPMENT PURCHASE	169	0	0	0	0	0	0.00%
10-61-434	MIDIA	0	0	0	1,000	1,000	0	0.00%
10-61-435	SIDEWALK / ROAD REPAIRS	0	0	0	0	0	0	0.00%
10-61-440	CLASS C ROAD EXPENSES	245,315	0	0	0	0	0	0.00%
10-61-450	STREET REPAIR & PATCHING	1,215	0	0	0	0	0	0.00%
10-61-459	SNOW REMOVAL - MATERIAL	8,833	0	0	0	0	0	0.00%
10-61-460	SNOW REMOVAL - OVERTIME	2,397	0	0	0	0	0	0.00%
10-61-470	SIGNS	1,483	0	0	0	0	0	0.00%
10-61-480	TRANSPORTATION TAX EXPENDITURE	4,339	0	0	0	0	0	0.00%
10-61-490	TRANSPORATION IMPACT FEE EXPEN	17,075	0	0	0	0	0	0.00%
10-61-500	MOTOR POOL PAYMENTS	18,000	33,684	0	0	0	0	0.00%
10-61-540	EMERGENCY MANAGEMENT	7,561	7,049	3,812	7,000	0	(7,000)	-100.00%
10-61-590	FUEL	16,478	20,840	32,263	25,000	0	(25,000)	-100.00%
10-61-735	GRANT EXPENDITURES	2,000	0	0	0	0	0	0.00%
10-61-810	CABIN UTILITIES	2,104	2,498	4,680	2,500	3,000	500	20.00%
10-61-820	CABIN REPAIRS & MAINT / FURNISHIN	1,752	1,843	17,287	10,000	5,000	(5,000)	-50.00%
10-61-830	CABIN CLEANING	0	1,431	5,077	8,000	7,000	(1,000)	-12.50%
<b>TOTAL PUBLIC WORKS / MAINTENANCE</b>		<b>662,666</b>	<b>289,141</b>	<b>295,424</b>	<b>292,051</b>	<b>276,273</b>	<b>-15,778</b>	<b>-5.40%</b>

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 10 - GENERAL FUND  
 PUBLIC WORKS / ROADS**

ACCOUNT	ACCOUNT TITLE	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
10-63-110	SALARIES & WAGES	0	0	50,639	102,857	105,066	2,209	2.15%
10-63-130	OVERTIME	0	0	618	3,150	3,180	30	0.95%
10-63-150	UNIFORM ALLOWANCE	0	0	574	2,000	2,500	500	25.00%
10-63-200	EMPLOYEE BENEFITS	0	0	43,987	82,249	83,478	1,229	1.49%
10-63-330	TRAVEL & TRAINING	0	0	86	3,500	3,500	0	0.00%
10-63-425	TOOLS	0	0	964	2,000	2,000	0	0.00%
10-63-430	EQUIPMENT REPAIR & MAINTENANCE	0	0	958	0	0	0	0.00%
10-63-433	EQUIPMENT PURCHASE	0	0	120,200	75,000	50,000	(25,000)	-33.33%
10-63-435	SIDEWALK / ROAD REPAIRS	0	4,635	5,655	25,000	25,000	0	0.00%
10-63-440	CLASS C ROAD EXPENSES	0	102,266	68,231	0	0	0	0.00%
10-63-450	STREET REPAIR & PATCHING	0	0	74,652	125,000	75,000	(50,000)	-40.00%
10-63-459	SNOW REMOVAL - MATERIAL	0	5,360	18,755	20,000	25,000	5,000	25.00%
10-63-460	SNOW REMOVAL - OVERTIME	0	477	5,500	5,000	6,000	1,000	20.00%
10-63-470	SIGNS	0	1,530	5,033	5,000	7,500	2,500	50.00%
10-63-480	TRANSPORTATION TAX EXPENDITURE	0	78,985	38,097	0	1,837	1,837	100.00%
10-63-490	TRANSPORATION IMPACT FEE EXPEN	0	8,056	95,156	0	0	0	0.00%
10-63-500	MOTOR POOL PAYMENTS	0	0	24,432	73,688	65,994	(7,694)	-10.44%
10-63-590	FUEL	0	0	0	25,000	30,000	5,000	20.00%
10-63-735	GRANT EXPENDITURES	0	0	0	0	0	0	0.00%
10-63-751	UDOT GRANT	0	0	0	309,904	0	(309,904)	-100.00%
<b>TOTAL PUBLIC WORKS / ROADS</b>		<b>0</b>	<b>201,309</b>	<b>553,537</b>	<b>859,348</b>	<b>486,055</b>	<b>-373,293</b>	<b>-43.44%</b>

Renting machine to do crack seal in-house in FY25

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 10 - GENERAL FUND  
 PARKS & RECREATION**

ACCOUNT	ACCOUNT TITLE	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)	
10-71-110	SALARIES & WAGES	167,030	200,506	226,073	268,156	285,337	17,181	6.41%	
10-71-120	PART-TIME WAGES - RECREATION	4,758	16,909	9,322	19,476	20,000	524	2.69%	
10-71-121	PART-TIME WAGES - SEASONAL	7,364	0	0	0	14,000	14,000	0.00%	\$14,000 for a part-time summer help ee - NEW request FY25
10-71-130	OVERTIME	63	0	278	4,725	4,770	45	0.95%	
10-71-150	UNIFORM ALLOWANCE	731	1,382	1,797	1,600	1,600	0	0.00%	
10-71-199	ARPA WAGES	1,307	0	60,182	0	0	0	0.00%	
10-71-200	EMPLOYEE BENEFITS	106,527	104,352	116,772	163,790	171,960	8,170	4.99%	
10-71-250	EQUIPMENT	2,543	2,389	1,919	5,000	5,000	0	0.00%	
10-71-260	BUILDINGS & GROUNDS	8,333	9,511	9,737	10,000	16,500	6,500	65.00%	Increase for broad leaf control by a contracted company
10-71-330	TRAVEL & TRAINING	0	2,037	4,082	7,692	7,692	0	0.00%	
10-71-410	UTILITIES - RECREATION	3,544	5,078	8,165	17,500	21,500	4,000	22.86%	
10-71-430	FIELD MAINTENANCE	2,053	2,114	313	2,000	2,000	0	0.00%	
10-71-500	SPLASH PAD SUPPLIES / MAINT.	7,070	5,951	5,505	7,000	23,005	16,005	228.64%	Splash Pad Feature Replacement \$16,005
10-71-510	MOTOR POOL PAYMENTS	0	27,576	27,576	23,386	25,157	1,771	7.57%	
10-71-590	FUEL	0	0	0	5,400	5,400	0	0.00%	
10-71-600	OFFICE SUPPLIES & EXPENSES	0	0	957	2,500	2,500	0	0.00%	
10-71-623	YOUTH BASEBALL / SOFTBALL	3,679	5,911	4,757	7,000	12,000	5,000	71.43%	Replacement of Baseball/Softball Equipment \$5,000
10-71-625	ORION JR HIGH	0	0	600	2,400	13,000	10,600	441.67%	Orion for BB services increase of \$11,200
10-71-628	YOUTH BASKETBALL	735	0	456	3,640	4,268	628	17.25%	
10-71-630	SANTA AT THE CABIN	0	702	695	1,200	1,600	400	33.33%	
10-71-631	EASTER EGG HUNT	0	660	800	1,400	1,400	0	0.00%	
10-71-632	FALL FESTIVAL	1,165	2,291	4,532	3,500	4,000	500	14.29%	
10-71-640	BOOKS, SUBSCRIPT, MEMBERSHIPS	2,000	2,000	2,000	2,000	2,300	300	15.00%	
10-71-733	MOVIES IN THE PARK	0	0	7,814	5,280	5,280	0	0.00%	
10-71-738	FIREWORKS	5,360	5,300	5,300	8,500	7,000	(1,500)	-17.65%	
10-71-770	CORN HOLE	0	0	229	800	0	(800)	-100.00%	
10-71-780	COMMUNITY FORESTRY - FALL FESTIV	0	1,000	7,700	6,000	6,000	0	0.00%	
10-71-800	PARK IMPACT FEE EXPENSE	92,828	41,011	0	314,558	15,000	(299,558)	-95.23%	
10-71-840	IRRIGATION & SECONDARY	6,385	6,688	8,141	6,400	6,400	0	0.00%	
10-71-850	MISCELLANEOUS	6,112	14,612	11,620	28,643	32,000	3,357	11.72%	
10-71-855	SPECIAL DEPARTMENT ALLOWANCE	0	0	0	1,000	1,000	0	0.00%	
10-71-910	RAMP EXPENDITURES	6,676	7,263	8,571	7,200	8,036	836	11.61%	
<b>TOTAL PARKS &amp; RECREATION</b>		<b>436,073</b>	<b>465,243</b>	<b>535,893</b>	<b>937,746</b>	<b>725,705</b>	<b>(212,041)</b>	<b>-22.61%</b>	

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 10 - GENERAL FUND  
 CONTRIBUTIONS / RESERVES**

ACCOUNT	ACCOUNT TITLE	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
10-90-100	INCREASE IN FUND BALANCE	0	0	0	0	0	0	0.00%
10-90-200	RESERVE PARK IMPACT FEES	0	0	0	0	0	0	0.00%
10-90-210	RESERVE TRANSPORTATION IMPACT	0	0	0	0	0	0	0.00%
10-90-220	RESERVE PUBLIC SAFETY IMPACT	0	0	0	0	0	0	0.00%
10-90-230	RESERVE TRANSPORTATION TAXES	0	0	0	2,000	0	(2,000)	-100.00%
10-90-300	RESERVE FIRE IMPACT FEES	0	0	0	0	0	0	0.00%
10-90-400	RESERVE CLASS C ROAD FUNDS	0	0	0	0	0	0	0.00%
10-90-900	TRANSFER TO DEBT SERVICE FUND	0	133,057	725,342	388,342	500,000	111,658	28.75%
<b>TOTAL CONTRIBUTIONS / RESERVES</b>		<b>0</b>	<b>133,057</b>	<b>725,342</b>	<b>390,342</b>	<b>500,000</b>	<b>-2,000</b>	<b>-0.51%</b>

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 30 - DEBT/BONDS**

DESCRIPTION	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
<b>REVENUES</b>							
30-30-300 TRANSFER FROM GENERAL FUND	0	0	725,342	430,000	500,000	70,000	16.28%
30-30-305 TRANSFER FROM SEWER FUND	0	0	277,400	75,000	75,000	0	0.00%
30-30-310 TRANSFER FROM STORM WATER FUN	0	0	0	500,000	200,000	(300,000)	-60.00%
30-30-600 INTEREST EARNINGS	0	0	0	174,000	430,000	256,000	147.13%
30-30-800 BOND PROCEEDS	0	6,000,000	9,000,000	9,000,000	0	(9,000,000)	-100.00%
30-30-805 BOND PROCEED INTEREST EARNINGS	0	0	0	0	0	0	0.00%
<b>TOTAL REVENUES</b>	<b>0</b>	<b>6,000,000</b>	<b>10,002,742</b>	<b>10,179,000</b>	<b>1,205,000</b>	<b>(8,974,000)</b>	<b>-88.16%</b>
<b>EXPENDITURES</b>							
30-43-910 UTILITY BOND PRINCIPAL PAYMENT	0	0	240,000	579,000	600,000	21,000	3.63%
30-43-920 UTILITY BOND INTEREST PAYMENT	0	0	180,781	551,579	575,000	23,421	4.25%
30-43-930 UTILITY BOND FEES	0	0	0	5,000	5,000	0	0.00%
30-43-935 BOND ISSUANCE FEES	0	26,602	31,750	25,000	25,000	0	0.00%
30-43-990 TRANSFER TO CAPITAL PROJECTS FU	0	0	0	9,000,000	0	(9,000,000)	-100.00%
<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>26,602</b>	<b>452,531</b>	<b>10,160,579</b>	<b>1,205,000</b>	<b>(8,955,579)</b>	<b>-88.14%</b>
<b>TOTAL DEBT FUND 30</b>	<b>0</b>	<b>5,973,398</b>	<b>9,550,211</b>	<b>18,421</b>	<b>0</b>	<b>(18,421)</b>	<b>-100.00%</b>

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 40 - CAPITAL PROJECTS FUND**

DESCRIPTION	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
<b>REVENUES</b>							
MISCELLANEOUS REVENUE							
40-30-300 GRANTS	354,348	0	0	527,000	0	(527,000)	-100.00%
40-30-450 MISCELLANEOUS REVENUE	0	0	0	0	0	0	0.00%
40-30-600 INTEREST INCOME	4,565	5,170	285,950	10,000	20,000	10,000	100.00%
MISCELLANEOUS REVENUE	<u>358,913</u>	<u>5,170</u>	<u>285,950</u>	<u>537,000</u>	<u>20,000</u>	<u>(517,000)</u>	<u>-96.28%</u>
<b>CONTRIBUTIONS &amp; TRANSFERS</b>							
40-39-100 TRANSFERS FROM GENERAL FUND	0	0	0	0	500,000	500,000	100.00%
40-39-700 TRANSFERS FROM DEBT SERVICE FUND	0	0	6,000,000	9,000,000	0	(9,000,000)	-100.00%
TOTAL CONTRIBUTIONS & TRANSFERS	<u>0</u>	<u>0</u>	<u>6,000,000</u>	<u>9,000,000</u>	<u>500,000</u>	<u>(8,500,000)</u>	<u>-94.44%</u>
<b>TOTAL REVENUES</b>	<b><u>358,913</u></b>	<b><u>5,170</u></b>	<b><u>6,285,950</u></b>	<b><u>9,537,000</u></b>	<b><u>520,000</u></b>	<b><u>(9,017,000)</u></b>	<b><u>-94.55%</u></b>
<b>EXPENDITURES</b>							
40-40-100 MISCELLANEOUS	0	0	0	0	0	0	0.00%
40-40-200 STREET/SIDEWALK PROJECTS	350,934	0	8,520	477,000	477,000	0	0.00%
40-40-300 PARKS & TRAILS	0	33,244	21,435	100,000	38,305	(61,695)	-61.70%
40-40-400 CAPITAL STUDIES	0	(5,150)	19,682	12,000	12,000	0	0.00%
40-40-500 BUILDINGS/RENOVATIONS & REMODE	39,046	0	0	0	0	0	0.00%
40-40-600 BUILDINGS - CONSTRUCTION	0	0	247,629	9,000,000	500,000	(8,500,000)	-94.44%
40-40-700 EQUIPMENT	4,500	2,890	53,144	0	0	0	0.00%
<b>TOTAL EXPENDITURES</b>	<b><u>394,480</u></b>	<b><u>30,984</u></b>	<b><u>350,410</u></b>	<b><u>9,589,000</u></b>	<b><u>1,027,305</u></b>	<b><u>(8,561,695)</u></b>	<b><u>-89.29%</u></b>
<b>TOTAL CAPITAL PROJECTS FUND</b>	<b><u>(35,567)</u></b>	<b><u>(25,814)</u></b>	<b><u>5,935,540</u></b>	<b><u>(52,000)</u></b>	<b><u>(507,305)</u></b>	<b><u>(455,305)</u></b>	<b><u>875.59%</u></b>
FUND BALANCE - BEGINNING OF YEAR	1,080,015	1,044,448	1,018,634	6,954,174	6,902,174		
FUND BALANCE - END OF YEAR	1,044,448	1,018,634	6,954,174	6,902,174	6,394,869		

Owner furnished equipment for PW bldg i.e. computers, office furniture, new tool boxes, upgrade the lift from the old bldg when it is moved to the new bldg; new generator.

Parks Compound Shop Fence

New PW Bldg Generator

12,044

Cell: M11

Note: 750 W Complex - Design Build Bids were put out in December. R&O Construction won the bidding process. Construction Process has begun since we have to be out of the old PW Bldg by Dec 2024. Footings & foundations have started. Fill will need to be brought in. Geotech report has been completed.

Six bids were received for architect services on the city complex/PS/FD & it was awarded to Geotech.

Marcus Keller - partnership with Northview FD. Lease Revenue Bonds Option 1) 3M HVC issue bonds & would take over bonds if default occurs with connected bldg; 2) NVF would issue bonds of connected bldg & if they default HVC loses control of who controls the space; 3) NVF would purchase land from HVC & they design & bond for a new bldg (be independent).

-Jessica Hardy

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 50 - SEWER**

DESCRIPTION	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)	
<b>REVENUES</b>								
50-30-200 SEWER CONNECTION INSPECTION	0	450	0	0	0	0	0.00%	
50-30-240 SEWER IMPACT FEES	0	150	58,180	75,000	75,000	0	0.00%	150 HOMES
50-30-600 SEWER INTEREST RECEIVED	4,935	5,475	44,511	7,500	50,000	42,500	566.67%	
50-30-602 SEWER IMPACT FEE INTEREST	0	0	440	0	0	0	0.00%	
50-30-720 SEWER SERVICE FEES - HVC	605,704	695,243	322,548	342,005	359,105	17,100	5.00%	
50-30-722 SEWER SERVICE FEES - CWS	(2)	0	414,198	475,200	513,216	38,016	8.00%	
50-30-800 USE OF FUND BALANCE	0	0	141,183	0	275,000	275,000	0.00%	
<b>TOTAL REVENUES</b>	<b>610,637</b>	<b>701,318</b>	<b>981,060</b>	<b>899,705</b>	<b>1,272,321</b>	<b>372,616</b>	<b>41.42%</b>	
<b>EXPENDITURES</b>								
50-62-110 SALARIES & WAGES	21,458	60,833	65,175	102,081	98,738	(3,343)	-3.27%	JAKE 100%
50-62-130 OVERTIME	0	0	0	0	0	0	0.00%	
50-62-150 UNIFORM ALLOWANCE/SAFETY	0	0	459	1,000	1,500	500	50.00%	
50-62-199 ARPA WAGES	0	0	7,294	0	0	0	0.00%	
50-62-200 BENEFITS	4,142	5,257	13,630	60,928	61,505	577	0.95%	
50-62-300 PROFESSIONAL & TECHNICAL SERVICES	0	0	0	0	0	0	0.00%	
50-62-310 SEWER BILLING SERVICE CHARGE	13,051	8,689	7,272	15,000	15,000	0	0.00%	
50-62-311 CENTRAL WEBER SEWER BILLING CHARG	0	0	10,313	15,000	20,000	5,000	33.33%	
50-62-330 TRAVEL & TRAINING	0	0	332	1,500	2,000	500	33.33%	
50-62-410 BLUE STAKES	0	0	904	1,500	1,500	0	0.00%	
50-62-425 TOOLS	0	0	2,465	2,500	2,500	0	0.00%	
50-62-433 EQUIPMENT PURCHASES	0	0	0	0	350,000	350,000	100.00%	NEW LINE ITE Requesting \$350,000 increase in expenses
50-62-460 SEWAGE TREATMENT	404,253	410,250	443,381	468,770	475,000	6,230	1.33%	
50-62-710 IMPACT FEE EXPENDITURES	0	5,100	0	0	0	0	0.00%	
50-62-750 SEWER SYSTEM MAINTENANCE	58,242	67,969	688	70,000	70,000	0	0.00%	
50-62-850 INTERNAL INSPECTION	45,211	43,976	32,938	65,000	65,000	0	0.00%	
50-62-900 DEPRECIATION	30,272	30,272	30,797	30,272	40,475	10,203	33.70%	
50-62-990 TRANSFER TO DEBT SERVICE - IMPACT FE	0	0	277,400	75,000	75,000	0	0.00%	
<b>TOTAL EXPENDITURES</b>	<b>576,629</b>	<b>632,346</b>	<b>893,048</b>	<b>908,551</b>	<b>1,278,218</b>	<b>369,667</b>	<b>40.69%</b>	
<b>TOTAL SEWER FUND</b>	<b>34,008</b>	<b>68,972</b>	<b>88,012</b>	<b>(8,846)</b>	<b>(5,897)</b>	<b>2,949</b>	<b>-33.34%</b>	
RETAINED EARNINGS - BEGINNING			1,617,837	1,705,849	1,697,003			
RETAINED EARNINGS - END OF YEAR		1,617,837	1,705,849	1,705,849				
CASH BALANCE AS OF FYE			1,090,570					



HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 53 - STORM WATER FUND**

DESCRIPTION	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)	
<b>REVENUES</b>								
53-30-240 STORM WATER IMPACT FEES	5,108	17,081	84,473	375,000	62,500	(312,500)	-83.33%	150 HOMES
53-30-450 MISCELLANEOUS REVENUE	2,604	650	0	0	0	0	0.00%	
53-30-600 STORM WATER INTEREST	1,269	1,907	14,783	2,500	15,000	12,500	500.00%	
53-30-602 STORM WATER IMPACT INTEREST	4,257	4,081	27,458	4,000	10,000	6,000	150.00%	
53-30-720 STORM WATER UTILITY FEES	236,812	356,374	357,286	375,000	393,750	18,750	5.00%	
53-30-740 CONSTRUCTION ACTIVITY FEE	650	5,850	22,100	10,000	10,000	0	0.00%	150 UNITS @ \$650/BLDG PERMIT
53-30-800 USE OF FUND BALANCE	0	0	180,782	0	400,000	219,218	0.00%	
<b>TOTAL REVENUES</b>	<b>250,700</b>	<b>385,944</b>	<b>686,882</b>	<b>766,500</b>	<b>891,250</b>	<b>(56,032)</b>	<b>-7.31%</b>	
<b>EXPENDITURES</b>								
53-62-100 SALARIES & WAGES	62,562	60,065	96,877	141,023	138,433	(2,590)	-1.84%	JESSIE & ART 100%
53-62-130 OVERTIME	0	0	0	0	0	0	0.00%	
53-62-150 UNIFORM ALLOWANCE/SAFETY	0	175	454	2,000	2,500	500	25.00%	
53-62-199 ARPA WAGES	3,821	115	13,910	0	0	0	0.00%	
53-62-200 BENEFITS	30,652	19,205	73,445	99,105	99,629	524	0.53%	
53-62-300 PROFESSIONAL & TECHNICAL SERVICES	0	1,339	(7,220)	0	0	0	0.00%	
53-60-310 STORM WATER BILLING CHARGE	13,051	8,380	18,057	15,000	15,000	0	0.00%	
53-62-330 TRAVEL & TRAINING	0	0	2,711	3,500	3,500	0	0.00%	
53-62-410 BLUE STAKES	0	0	358	1,500	1,500	0	0.00%	
53-62-400 ENGINEERING	476	0	1,250	0	0	0	0.00%	
53-62-425 TOOLS	0	0	656	2,500	2,500	0	0.00%	
53-62-300 EQUIPMENT	0	0	0	95,000	250,000	155,000	163.16%	
53-62-500 MOTOR POOL PAYMENTS	15,420	3,696	3,696	3,699	0	(3,699)	-100.00%	
53-62-600 STORM WATER MANAGEMENT	35,302	45,405	116,421	100,000	75,000	(25,000)	-25.00%	
53-62-850 PIPE INSPECTION	0	0	4,727	40,000	50,000	10,000	25.00%	
53-62-860 IMPACT FEE EXPENDITURES	0	74,585	60,394	0	0	0	0.00%	
53-62-900 DEPRECIATION	43,622	51,830	52,123	52,000	58,830	6,830	13.13%	
53-62-990 TRANSFER TO DEBT SERVICE - IMPACT FE	0	0	0	500,000	200,000	(300,000)	-60.00%	TRANSFER FOR 750 W PROJECT DEBT SERVICE PMNT
<b>TOTAL EXPENDITURES</b>	<b>204,906</b>	<b>264,795</b>	<b>437,859</b>	<b>1,055,327</b>	<b>896,892</b>	<b>(158,435)</b>	<b>-15.01%</b>	
<b>TOTAL STORM WATE FUND</b>	<b>45,794</b>	<b>121,149</b>	<b>249,023</b>	<b>(288,827)</b>	<b>(5,642)</b>	<b>102,403</b>	<b>-35.45%</b>	

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 54 - STREET LIGHT FUND**

DESCRIPTION	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
<b>REVENUES</b>							
54-30-600 STREET LIGHT INTEREST	86	119	1,210	100	1,000	900	900.00%
54-30-720 STREET LIGHT SERVICE FEES	10,511	21,021	31,868	77,484	77,484	0	0.00%
<b>TOTAL REVENUES</b>	<b>10,597</b>	<b>21,140</b>	<b>33,078</b>	<b>77,584</b>	<b>78,484</b>	<b>900</b>	<b>1.16%</b>
<b>EXPENDITURES</b>							
54-62-310 STREET LIGHT BILLING CHARGE	0	0	1,117	0	2,000	2,000	100.00%
54-62-410 STREET LIGHT UTILITIES	0	0	15,145	40,000	50,000	10,000	25.00%
54-62-460 STREET LIGHT EXPENSE	0	6,447	20,070	20,000	20,000	0	0.00%
<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>6,447</b>	<b>36,332</b>	<b>60,000</b>	<b>72,000</b>	<b>12,000</b>	<b>20.00%</b>
<b>TOTAL STREET LIGHT FUND</b>	<b>10,597</b>	<b>14,693</b>	<b>(3,254)</b>	<b>17,584</b>	<b>6,484</b>	<b>(11,100)</b>	<b>-63.13%</b>
FUND BALANCE BEGINNING OF YEAR	18,348	28,945	43,638	40,384	57,968		
FUND BALANCE END OF YEAR	28,945	43,638	40,384	57,968	64,452		

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 60 - GARBAGE FUND**

DESCRIPTION	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
<b>REVENUES</b>							
60-30-100 TRANSFERS FROM GENERAL FUND	0	0	0	0	0	0	0.00%
60-30-600 INTEREST INCOME	1	0	(1,606)	0	0	0	0.00%
60-30-710 GARBAGE SERVICE FEES	355,321	359,770	403,739	428,285	587,466	159,181	37.17%
60-30-715 RECYCLING SERVICE FEES	81,833	80,025	105,948	105,060	122,976	17,916	17.05%
<b>TOTAL REVENUES</b>	<b>437,155</b>	<b>439,795</b>	<b>508,081</b>	<b>533,345</b>	<b>710,442</b>	<b>177,097</b>	<b>33.20%</b>
<b>EXPENDITURES</b>							
60-52-310 GARBAGE BILLING CHARGE	13,051	8,015	11,748	17,438	26,362	8,924	51.17%
60-52-440 GARBAGE/RECYCLE CHARGES	453,159	471,836	527,235	498,240	553,597	55,357	11.11%
<b>TOTAL EXPENDITURES</b>	<b>466,210</b>	<b>479,851</b>	<b>538,983</b>	<b>515,678</b>	<b>579,959</b>	<b>64,281</b>	<b>12.47%</b>
<b>TOTAL GARBAGE FUND</b>	<b>(29,055)</b>	<b>(40,056)</b>	<b>(30,902)</b>	<b>17,667</b>	<b>130,484</b>	<b>112,817</b>	<b>638.57%</b>

	FY24-2025 PROPOSED	FEE	
SCHEDULE			
1ST CAN	1,712	\$21.50	36,808
2ND CAN	565	\$21.50	12,148
1ST RECYCLE	1,432	\$7.00	10,024
2ND RECYCLE	32	\$7.00	224
			59,204
			12
Annual Revenue			710,442

	CURRENT	PROPOSED	\$ INC	% INC
1ST CAN	\$19.74	\$21.50	\$1.76	8.92%
2ND CAN	\$8.43	\$9.25	\$0.82	9.73%
1ST RECYCLE	\$6.41	\$7.00	\$0.59	9.20%
2ND RECYCLE	\$6.42	\$7.00	\$0.58	9.03%

\$54,000 for the overage to the architect on the PW bldg  
 \$75,000 from the GF to "bailout" the GB

Per FY23 Audit -70,958

HARRISVILLE CITY  
 FISCAL YEAR 2024-2025 REQUESTED BUDGET  
 AS OF MAY 1, 2024

**FUND 61 - MOTOR POOL FUND**

DESCRIPTION	FY2020-2021 ACTUAL	FY2021-2022 ACTUAL	FY2022-2023 ACTUAL	FY2023-2024 BUDGET	FY2024-2025 REQUESTED	INC/(DEC)	% OF INC/(DEC)
<b>REVENUES</b>							
61-30-100 TRANSFER FROM OTHER FUNDS	0	133,057	0	0	0	0	0.00%
61-30-200 OUTSIDE LEASE REVENUE	18,000	9,000	9,000	9,000	0	(9,000)	-100.00%
61-30-300 INTERNAL LEASE REVENUE	97,992	173,052	140,071	187,068	216,002	28,934	15.47%
61-30-450 MISCELLANEOUS REVENUE	35,376	0	0	0	0	0	0.00%
61-30-600 INTEREST EARNED	3,477	4,112	28,316	5,000	20,000	15,000	300.00%
61-30-800 SALE OF FIXED ASSETS	0	39,900	0	20,000	20,000	0	0.00%
<b>TOTAL REVENUES</b>	<b>154,845</b>	<b>359,121</b>	<b>177,387</b>	<b>221,068</b>	<b>256,002</b>	<b>34,934</b>	<b>15.80%</b>
<b>EXPENDITURES</b>							
61-40-400 OUTSIDE LEASE PAYMENTS	18,000	525	0	9,000	0	(9,000)	-100.00%
61-40-428 INTEREST EXPENSE - LEASES	0	1,985	2,458	0	0	0	0.00%
61-40-620 ASSET PURCHASES	0	0	38,733	454,000	263,275	(190,725)	-42.01%
61-40-630 RETURN VALUE OF SOLD ASSETS	0	0	0	0	0	0	0.00%
61-40-900 DEPRECIATION	170,249	188,463	260,891	231,000	230,000	(1,000)	-0.43%
<b>TOTAL EXPENDITURES</b>	<b>188,249</b>	<b>190,973</b>	<b>302,082</b>	<b>694,000</b>	<b>493,275</b>	<b>(200,725)</b>	<b>-28.92%</b>
<b>TOTAL MOTOR POOL FUND</b>	<b>(33,404)</b>	<b>168,148</b>	<b>(124,695)</b>	<b>(472,932)</b>	<b>(237,273)</b>	<b>235,659</b>	<b>-49.83%</b>



# HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100  
www.cityofharrisville.com

MAYOR:  
Michelle Tait

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

## Memorandum

**To: Mayor and City Council**

**From: Jake Bussio**

**Date: April 2nd 2024**

**Re: Adoption of the Sewer Management plan**

Summary:

Public Works is asking for the adoption of the new Sewer System Management Plan Survey attached to this Memorandum.

The Sewer System Management Plan Survey is required for all municipalities by the State of Utah's, Division of water quality and they ask that this survey be adopted by the city.

The Sewer System Management Plan Survey outlines Harrisville's operations and maintenance procedures for all sewer pipes in Harrisville.

Thank You,

Jake Bussio

Sewer Lead/Building Maint. /Code Enforcement



Thanks for filling out [Full MWPP Survey - 2024](#)

Here's what was received.

[Edit response](#)

## Full MWPP Survey - 2024

Municipal Wastewater Planning Program survey for 2024.

Email \*

jbussio@cityofharrisville.com

### Section I: General Information

Name of the Facility? \*

Harrisville City

What is the name of the person responsible for this organization? \*

Jake Bussio

What is the title of the person responsible for this organization? \*

Sewer Lead

What is the email Address for the person responsible for this organization? \*

jbussio@cityofharrisville.com

What is the phone number for the person responsible for this organization? \*

801-603-3377

Facility Location? \*

Please provide either Longitude and Latitude, address, or a written description of the location (with area or point).

Harrisville City

### Federal Facility Section

Are you a federal facility?

A federal facility is a military base, a national park, a facility associated with the forest service, etc.

Yes

No

### Financial Evaluation Section

This form is completed by [name]? \*

Jake Bussio \_\_\_\_\_

**Part I: GENERAL QUESTIONS**

Please answer the following questions regarding GENERAL QUESTIONS.

Are sewer revenues maintained in a dedicated purpose enterprise/district account?

- Yes
- No

Are you collecting 95% or more of your anticipated sewer revenue?

\*

- Yes
- No

Are Debt Service Reserve Fund requirements being met?

- Yes
- No

Where are sewer revenues maintained?

- General Fund
- Combined Utilities Fund
- Other

What was the average annual User Charge for 2023?

If there is more than one rate divide the total municipal yearly User Charge collected, by the total number of connections.

138 \_\_\_\_\_

Do you have a water and/or sewer customer assistance program (CAP)?

- Yes
- No

**Part II: OPERATING REVENUES AND RESERVES**

Please answer the following questions regarding OPERATING REVENUES AND RESERVES.

Are property taxes or other assessments applied to the sewer systems?

- Yes
- No

Revenue from these taxes =

\_\_\_\_\_

Are sewer revenues sufficient to cover operations & maintenance costs, and repair & replacement costs (OM&R) at this time?

- Yes
- No

Are projected sewer revenues sufficient to cover operation, maintenance, and repair (OM&R) costs for the next five years?

- Yes
- No

Does the sewer system have sufficient staff to provide proper OM&R?

- Yes  
 No

Has a repair and replacement sinking fund been established for the sewer system?

- Yes  
 No

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

- Yes  
 No

**Part III: Capital Improvements, Revenues and Reserves.**

Please answer the following questions regarding Capital Improvements, Revenues and Reserves.

Are sewer revenues sufficient to cover all costs of current capital improvements projects?

- Yes  
 No

Has a Capital Improvements Reserve Fund been established to provide for anticipated capital improvement projects?

- Yes  
 No

Are projected Capital Improvements Reserve Funds sufficient for the next five years?

- Yes  
 No

Are projected Capital Improvements Reserve Funds sufficient for the next ten years?

- Yes  
 No

Are projected Capital Improvements Reserve Funds sufficient for the next twenty years?

- Yes  
 No

**Part IV: FISCAL SUSTAINABILITY REVIEW**

Please answer the following questions regarding FISCAL SUSTAINABILITY REVIEW.

Have you completed a rate study within the last five years?

- Yes  
 No

Do you charge Impact fees?

- Yes  
 No

Impact Fee (if not a flat fee, use average of all collected fees) =



2500 \_\_\_\_\_

Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years?

- Yes  
 No

Do you maintain a Plan of Operations?

- Yes  
 No

Have you updated your Capital Facility Plan within the last five years?

- Yes  
 No

In what year was the Capital Facility Plan last updated?

2022 \_\_\_\_\_

Do you use an Asset Management system for your sewer systems?

- Yes  
 No

Do you know the total replacement cost of your sewer system capital assets?

- Yes  
 No

Replacement Cost =

5 million \_\_\_\_\_

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

- Yes  
 No

What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost?

5 \_\_\_\_\_

Describe the Asset Management System.

Check all that apply

- Spreadsheet  
 GIS  
 Accounting Software  
 Specialized Software

Please answer the following: - 2023 Capital Assets Cumulative Depreciation?

30,272 \_\_\_\_\_

Please answer the following: - 2023 Capital Assets Book Value?

Book Value = total cost - accumulated depreciation

850,000 \_\_\_\_\_

**Part V: PROJECTED CAPITAL INVESTMENT COSTS**

Please answer the following questions regarding PROJECTED CAPITAL INVESTMENT COSTS.

Cost of projected capital improvements - Please enter a valid numerical value. - 2023?

500,000 \_\_\_\_\_

Cost of projected capital improvements - Please enter a valid numerical value. - 2024 through 2028?

3,000,000 \_\_\_\_\_

Cost of projected capital improvements - Please enter a valid numerical value. - 2029 through 2033?

8,000,000 \_\_\_\_\_

Cost of projected capital improvements - Please enter a valid numerical value. - 2034 through 2038?

\_\_\_\_\_

Cost of projected capital improvements - Please enter a valid numerical value. - 2039 through 2043?

\_\_\_\_\_

**Purpose of Capital Improvements - 2023?**

Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

**Purpose of projected Capital Improvements - 2024 through 2028?**

Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

**Purpose of projected Capital Improvements - 2029 through 2033?**

Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

**Purpose of projected Capital Improvements - 2034 through 2038?**

Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

**Purpose of projected Capital Improvements from 2039 through 2043?**

Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

To the best of my knowledge, the Financial Evaluation section is completed and accurate.

- True
- False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to [wqinfodata@utah.gov](mailto:wqinfodata@utah.gov) and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

Do you have a collection system?

The answer to this question is obvious in most cases, but for clarification, some wastewater systems consist of only wastewater collections (answer Yes). Some wastewater systems do not have a collection system but receive wastewater from separate collection system jurisdictions (answer No). Some wastewater systems have treatment and collections and consider their entire system as one entity (answer Yes). Some wastewater systems have treatment and collections, but consider their collections a separate entity from treatment (answer No). If you have treatment but have an independent collection system and you answered "No," you must enter your collection system separately as an independent response to the survey.

- Yes
- No

#### Collection System

The collection of wastewater in a system of pipes and possibly pump stations that deliver wastewater to a treatment system that may or may not be independent of the treatment system.

This form is completed by [name]?

The person completing this form may receive Continuing Education Units (CEUs).

Jake Bussio \_\_\_\_\_

#### Part I: SYSTEM DESCRIPTION

Please answer the following questions regarding SYSTEM DESCRIPTION.

What is the largest diameter pipe in the collection system?

Please enter the diameter in inches.

18 \_\_\_\_\_

What is the average depth of the collection system?

Please enter the depth in feet.

7 \_\_\_\_\_

What is the total length of sewer pipe in the collection system?

Please enter the length in miles.

26.5 \_\_\_\_\_

How many lift/pump stations are there in the collection system?

0 \_\_\_\_\_

What is the largest capacity lift/pump station in the collection system?

Please enter the design capacity in gpm.

\_\_\_\_\_

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

- Yes
- No

What year was your collection system first constructed (approximately)?

1965 \_\_\_\_\_

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed?

If more than one, cite the oldest.

1995 \_\_\_\_\_

#### Part II: DISCHARGES

Please answer the following questions regarding DISCHARGES.

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0 \_\_\_\_\_

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0 \_\_\_\_\_

#### Sanitary Sewer Overflow (SSO)

**Class 1** - a Significant SSO means a SSO backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the State.

**Class 2** - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria

What is the number of Class 1 SSOs in Calendar year 2023?

0 \_\_\_\_\_

What is the number of Class 2 SSOs in Calendar year 2023?

0 \_\_\_\_\_

Please indicate what caused the SSO(s) in the previous question.

\_\_\_\_\_

Please specify whether the SSOs were caused by contract or tributary community, etc.

\_\_\_\_\_

#### Part III: NEW DEVELOPMENT

Please answer the following questions regarding NEW DEVELOPMENT.

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

Yes

No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

Yes

No

What is the number of new commercial/industrial connections in 2023?

0 \_\_\_\_\_

What is the number of new residential sewer connections added in 2023?

30 \_\_\_\_\_

How many equivalent residential connections are served?

1130 \_\_\_\_\_

#### Part IV: OPERATOR CERTIFICATION

Please answer the following questions regarding OPERATOR CERTIFICATION.

How many collection system operators do you employ?

1 \_\_\_\_\_

What is the approximate population served?

7050 \_\_\_\_\_

State of Utah Administrative Rules require all public system chief operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at no less than the Facility's Grade. List the designated Chief Operator/DRC for the Collection System by: First and Last Name, Grade, and email.

Grades: Grade I, Grade II, Grade III, and Grade IV.

\_\_\_\_\_

Please list all other Collection System operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas.

Grades: Grade I, Grade II, Grade III, and Grade IV.

Jake Bussio Grade II \_\_\_\_\_

Please list all other Collection System operators by name and certification grade. Please separate names and certification grades for each operator by commas.

Grades: Grade I, Grade II, Grade III, and Grade IV.

\_\_\_\_\_

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

Yes

No

#### Part V: FACILITY MAINTENANCE

Please answer the following questions regarding FACILITY MAINTENANCE.

Have you implemented a preventative maintenance program for your collection system?

- Yes  
 No

Have you updated the collection system operations and maintenance manual within the past 5 years?

- Yes  
 No

Do you have a written emergency response plan for sewer systems?

- Yes  
 No

Do you have a written safety plan for sewer systems?

- Yes  
 No

Is the entire collections system TV inspected at least every 5 years?

- Yes  
 No

Is at least 85% of the collections system mapped in GIS?

- Yes  
 No

#### Part VI: SSMP EVALUATION

Please answer the following questions regarding SSMP EVALUATION.

Have you completed a Sewer System Management Plan (SSMP)?

- Yes  
 No

Has the SSMP been adopted by the permittee's governing body at a public meeting?

- Yes  
 No

Has the completed SSMP been public noticed?

- Yes  
 No

SSMP Public Notice Date

Date of public notice?

MM DD YYYY  
05 / 10 / 2022

Continue 1

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

Yes

No

What adjustments were made to the SSMP (i.e. line cleaning, CCTV inspections, manhole inspections, and/or SSO events)?

\_\_\_\_\_

During 2023, was any part of the SSMP audited as part of the five year audit?

Yes

No

If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit?

\_\_\_\_\_

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Plan?

Yes

No

#### Part VII: NARRATIVE EVALUATION

Please answer the following questions regarding NARRATIVE EVALUATION.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

No lift stations, gravity flows to another agency for treatment. TV and acoustic testing, cleaning

What sewerage system capital improvements does the utility need to implement in the next 10 years?

Upsizing mainlines as Central Weber upgrades trunk system

What sewerage system problems, other than plugging, have you had over the last year?

Infiltration

Is your utility currently preparing or updating its capital facilities plan?

Yes

No

Does the municipality/district pay for the continuing education expenses of operators?

100%

Partially

Does not pay

Is there a written policy regarding continued education and training for wastewater operators?

Yes

No

Do you have any additional comments?

\_\_\_\_\_

To the best of my knowledge, the Collections System section is completed and accurate

- True  
 False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to [wqinfodata@utah.gov](mailto:wqinfodata@utah.gov) and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page.

#### Wastewater Treatment Options

You have either just completed or just bypassed questions about a Collection System. This section (the questions below) determines the next set of questions that you will be presented based on the choice you make for treatment.

What kind of wastewater treatment do you have in your wastewater treatment system?

If you have treatment, you must choose from Mechanical Plant, Discharging Lagoon, or Non-Discharging Lagoon. If you don't have treatment then choose "No Treatment." Choose only one answer.

- Mechanical Plant  
 Discharging Lagoon  
 Non-Discharging Lagoon  
 No Treatment of Wastewater

#### Adopt & Sign

I have reviewed this report and to the best of my knowledge the information provided in this report is correct. \*

- True  
 False

Has this been adopted by the City Council or District Board? \*

- yes  
 No

#### Not Adopted by Council

What date will it be presented to the City Council or District Board? \*

MM DD YYYY  
04 / 09 / 2024

#### End of Survey

This is the end of the survey. Please make sure you have submitted your responses for each section. Thank you for your participation.

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**HARRISVILLE CITY  
ORDINANCE 556**

**GOOD BUSINESS PROGRAM REPEALED**

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, REPEALING GOOD BUSINESS PROGRAMS; MAKE TECHNICAL CHANGES; SEVERABILITY; AND PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, Harrisville City (hereafter “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 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**, *Utah Code Annotated* §10-1-203 states “the legislative body of a municipality may license for the purpose of regulation and revenue any business within the limits of the municipality and may regulate that business by ordinance.”

**WHEREAS**, the City Council finds it necessary to update the municipal code in order to keep the municipal code modern, current with state law, and to protect public health, safety, and welfare;

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

**Section 1: Repealer.** Title 3 is hereby repealed as set forth herein.

**Section 2: Amendment.** Title 3 of the *Harrisville Municipal Code* are hereby amended to read as follows:

**3.01.060 Business License Fees**

Any business license fees imposed and levied shall be on an annual basis by the classification of business specified the Business License Fee Schedule as determined by the Study, and shall be administered as follows:

1. Fees imposed. The Business License Fee Schedule set forth in the Study is hereby adopted and incorporated herein by this reference for each classification of business identified therein as determined by the licensing officer. Said Business License Fee Schedule is hereby imposed as the business license fee upon each respective classification of business set forth in the Schedule. The Schedule may be updated or amended from time-to-time.
2. Fee adjustment. The city administrator may, in consultation with the licensing authority, make minor or temporary fee adjustments for good cause, unreasonable hardship, or considerations of basic fairness on a case-by-case basis.
3. Programs. The city may adjust license fees as provided herein:

1. Phasing. Upon request by a business, increases in the schedule may be phased in over a two (2) year period. Phasing does not apply to residential rental businesses.
2. Programs. Businesses participating in a program offered by the City, subject to being in good standing, are eligible for program and fee discounts as follows:
  1. Chapter 3.15 provides for the “Good Landlord Program” for residential rentals. In order for a residential rental business to obtain any program reductions, the rental business shall complete and follow an agreement relating to such programs. If the licensing officer or enforcement authority discovers that an affidavit for the program reduction was incorrect or falsified by a rental business, then that rental business shall not be eligible for the fee reduction or discount for the next business license renewal year.
  - ~~2. “Good Business Programs”
    1. ~~Large retail is eligible for an fifty percent (50%) asset protection discount based upon the implementation of an “asset protection program” that includes employing an asset protection team and providing appropriate industry standard security measures.~~
    2. ~~As a measure to encourage business activities that may decrease the disproportional impact, the Police Department, in conjunction with the licensing authority, shall coordinate and implement a Good Business Program curriculum for all businesses, other than large retail, desiring to voluntarily participate in such a program. The licensing authority shall develop a Schedule providing up to a twenty five percent (25%) fee discount for businesses participating in the Good Business Program and its curriculum.~~~~
4. Payment of license fee. Any applicant must include the fee with any application upon filing of an application. The fee shall be in an amount equal to the fee designated on the Schedule for the classification of the business as assigned by the licensing officer. No license shall issue until all fees are paid.
5. Prorated license fee. The applicant of a new business starting after January 1 that is issued a business license for the unexpired portion of the calendar year may request the license fees be calculated prorated based upon the remainder portion of the calendar year so long as this request is made contemporaneous with filing of the application.
6. License renewal. Annual business license renewal shall include payment of the appropriate licensing fee based upon the classification of the business.
7. Late fees. The following late fees apply to any person who engages in business prior to submitting a completed application and payment of all fees or fails to renew a license after such expires:
  1. Within 30 days of the fee due date, the late fee shall be the license fee, plus 25% of the total specified fee for said license.
  2. After 30 days of the fee due date, the license or renewal fee shall be the license fee plus 50% of the total specified fee for said license.
8. Fees generally. The license fee and any late fees shall continue to accrue each year that the business operates without a license, except where such accrual is waived by the licensing authority for good cause. Any license fee, and all late fees and penalties thereon, shall constitute a debt to the city and may be collected by court proceedings in the same manner as any other debt or may be turned over to a collection agency, which remedy shall be in

addition to all other existing remedies. The payment of late fees does not relieve any person from fully complying with all other requirements of law, nor from any other prescribed penalties provided by the municipal code.

- 9. Refund policy. Unless otherwise provided herein, no business license fee is refundable for any reason whatsoever, once the license has been issued. If a license is denied or the application is withdrawn by applicant before approval, the applicant shall be entitled to a refund, less the base license fee amount, which shall be retained to offset application processing costs.

**Section 3: 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 this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

**Section 4: Effective date.** This Ordinance will take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this \_\_\_ day of \_\_\_\_\_, 2024.

Roll Call Vote Tally:

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

ATTEST:

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

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

RECORDED this \_\_\_ day of \_\_\_\_\_, 2024.

PUBLISHED OR POSTED this \_\_\_ day of \_\_\_\_\_, 2024.

**CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING**

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Harrisville City, hereby certify that foregoing Ordinance was duly passed and published or posted at: 1) City Hall, 2) Harrisville Cabin, and 3) 2150 North, on the above referenced dates.

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

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