



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
Kenny Loveland

CITY COUNCIL AGENDA

September 12, 2023

[Zoom Meeting Link](#)

Meeting ID: 863 1126 8046

Passcode: 169729

7:00 Pm City Council Meeting

Presiding: Mayor Michelle Tait

Mayor Pro Term: Blair Christensen

1. **Call to Order** [Mayor Tait]
2. **Opening**
 - a. Pledge of Allegiance [Council Member Christensen]
3. **Consent Items**
 - a. Approval of meeting minutes for August 8, 2023 as presented.
4. **Oath Of Office** – [Michael Duffy and Christina Blickfeldt]
5. **Business Items**
 - a. YCC Flag contest presentation.
 - b. Discussion/possible action to approve striping of tennis courts for pickleball. [Bryan Fife]
 - c. Discussion/possible action to adopt Ordinance 542; home occupation standards amendments. [Jennie Knight]
 - d. Discussion/possible action to adopt Resolution 23-13; a resolution amending the Harrisville City Consolidated Fee Schedule. [Jennie Knight]
 - e. Discussion/possible action to adopt Ordinance 543; storm water enforcement response plan. [Justin Shinse]
 - f. Discussion/possible action to adopt Resolution 23-14; a resolution approving the contract with Weber School District for SRO services. [Mark Wilson]
6. **Public Comments** - (3 Minute Maximum)
7. **Mayor/Council Follow-Up**
8. **Closed Executive Session**- A closed Executive Session for the purposes described under UCA §52-4-205(1)(a); discussion of the character, professional competence, or physical or mental health of an individual.
9. **Adjournment**

The foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website 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
August 8, 2023
363 West Independence Blvd
Harrisville, UT 84404**

Minutes of a regular Harrisville City Council meeting held on August 8, 2023 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

Present: Mayor Michelle Tait, Council Member Kenny Loveland, Council Member Blair Christensen, Council Member Grover Wilhelmsen, Council Member Steve Wiess, Council Member Max Jackson.

Excused: Mark Wilson, Chief of Police, Justin Shinsel, Public Works Director, Bryan Fife Parks and Recreation Director.

Staff: Jennie Knight, City Administrator, Brody Flint, City Attorney, Jessica Hardy, Finance Director, Jack Fogal, City Recorder, Dennis Moore, Assistant Chief of Police.

Visitors: Arnold Tait, Jennifer Lorenzen, Nathan Averill, Christina Berniocha, Nick Berniocha, Janet Long, Will Long, Sean Wilkinson, Mike Shinsel, Chris Cope, Justin Langelier, Katherine Barrett.

1. Call to Order.

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

2. Opening Ceremony.

Council Member Weiss opened with the Pledge of Allegiance.

3. Consent Items

a. Approval of Meeting Minutes for July 11, 2023 and August 1, 2023 as Presented

Motion: Council Member Loveland made a motion to approve the meeting minutes for July 11th, 2023 and August 1st, 2023 as presented, second by Council Member Weiss.

The vote on the motion was as follows:

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

The motion passed unanimously.

4. Business Items.

a. Discussion/possible action to grant final approval of Ben Lomond Views Phase 2D.

Jennie Knight explained there are no outstanding items from the engineering review for Ben Lomond Phase 2D. There is a staff report included in the packet recommending final approval subject to staff memo, engineering memo, conforming to Municipal Code, and Public Works requirements.

Motion: Council Member Wilhelmsen made a motion to grant final approval of Ben Lomond Views Phase 2D, second by Council Member Jackson.

The vote on the motion was as follows:

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

The motion passed unanimously.

b. Discussion/possible action to adopt Resolution 23-12; a resolution adopting the Fiscal Year 2023 Final Budget for Harrisville City, Harrisville Community Reinvestment Agency, and Four Mile Special Service District.

Jennie Knight reminded Council, a public hearing was held during the August 1, 2023 Council Meeting about the budget and proposed Certified Tax Rate Levy increase. This resolution is to accept the budget with the Certified Tax Rate Levy increase. Staff is available to answer any questions Council may have.

Motion: Council Member Jackson made a motion to adopt Resolution 23-12; a resolution adopting the Fiscal Year 2023 Final Budget for Harrisville City, Harrisville Community Reinvestment Agency, and Four Mile Special Service District, and setting the Certified Tax Rate Levy of .0015%, second by Council Member Loveland.

The vote on the motion was as follows:

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

The motion .

c. Discussion/possible approve Harrisville Ordinance 540; amending CP-2 (Commercial) zone height requirements for indoor athletic facility.

Jennie Knight reported this item was tabled at the July 11, 2023 Council Meeting. This ordinance will allow a maximum height of seventy feet for an indoor municipal complex. Council

Member Wilhelmsen inquired about the difference between an arterial road vs a collector road. Jennie Knight explained an arterial road is a main road like Highway 89 or Washington Blvd. All arterial roads in Harrisville are U.D.O.T. roads. Collector roads are smaller roads that may penetrate neighborhoods collecting traffic and distributing it to its final destination, or towards an arterial road. Council Member Wilhelmsen asked if designating something a collector road helps with funding for the road. Jennie Knight clarified by designating it a collector road or future collector it will be eligible for federal funds. Council Member Wilhelmsen inquired if 750 West was identified as a future collector road before or does this ordinance designate it as a future collector road. Jennie Knight explained it was designated a future collector road when the General Plan/Transportation Plan update was adopted in February of this year. Council Member Christensen asked if a secondary access can be added to a future collector road. Jennie Knight answered yes, the City can make connections to a collector or future collector road. Council Member Wilhelmsen expressed concern about the distance between commercial and residential buildings. He is concerned about a buffer for residents who are very close to the proposed building.

Motion: Council Member Loveland made a motion to approve Harrisville Ordinance 540; amending CP-2 (Commercial) zone height requirements for indoor athletic facility by striking sections 1 and 2 for proposed height increase however adopting section 3 for access limitations amendments, second by Council Member Jackson.

The vote on the motion was as follows:

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

The motion passed 4 - 1.

5. Public Comment

Mayor Tait opened the public comment period.

Chris Cope inquired if the Mayor and Council received her email.

Katherine Barrett informed Council that she now knows who she is going to vote for.

Mayor Tait closed the public comment period.

6. Mayor/Council Follow-Up.

Mayor Tait informed Council about the ULCT Conference in September.

Council Member Wilhelmsen reported on the senior luncheon. There was excellent food and wonderful live entertainment. There were twenty-six people in attendance. He inquired about the park on 1100 North and if there was an update for it. Mayor Tait updated Council, the park on 1100 North is going to get sod and re-seeded.

Council Member Weiss asked why Millenium park is not being watered. The grass is dead and the park is an empty bowl. Jennie Knight advised Council that she currently does not have the answer but will gather information about the park.

Jennie Knight updated Council about the Fall Festival. The date has been identified as October 17th. The City is asking for donations from businesses for the event. The City's updated Moderate-Income Housing Report was submitted before the deadline. The Department of Work Force Services has not informed staff of any issues with the Moderate-Income Housing Report, but if they do Council will be updated.

Council Member Weiss inquired if the safe sidewalks to schools' project was on track for 2000 North and 2425 North. Mayor Tait informed Council that they are on track to be completed before school starts.

- 7. Closed Executive Session-** A Closed Executive Session for the purposes described under UCA §52-4-205(1)(a); discussion of the character, professional competence, or physical or mental health of an individual and UCA §52-4-205(1)(c); strategy session to discuss pending or reasonable imminent litigation.

Motion: Council Member Weiss made a motion to enter a Closed Executive Session for the purposed described under UCA §52-4-205(1)(a); a discussion of the character, professional competence, or physical or mental health of an individual and UCA §52-4-205(1)(c); strategy session to discuss pending or reasonable imminent litigation, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

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

The motion passed unanimously.

The Mayor and Council convened into a Closed Executive Session.

Motion: Council Member Loveland made a motion to close a Closed Executive Session and reopen the public meeting, second by Council Member Weiss.

The vote on the motion was as follows:

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

The motion passed unanimously.

8. Adjournment

Council Member Weiss motioned to adjourn the meeting, second by Council Member Loveland.

The vote on the motion was as follows:

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

The motion passed unanimously.

The meeting adjourned at 8:15 p.m.

MICHELLE TAIT
Mayor

ATTEST:

Jack Fogal
City Recorder
Approved this 12th day of September, 2023



HARRISVILLE CITY

363 West Independence \$ Harrisville, Utah 84404 \$ (801) 782-4100

MAYOR:

Michelle N. Tait

COUNCIL MEMBERS:

Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Kenny Loveland

MEMORANDUM

TO: Harrisville City Mayor and Council

FROM: Bryan Fife: Parks, Recreation & Community Events Director

RE: Pickleball /Tennis court multiuse line striping

DATE: August 29, 2023

The following information was obtained by;

Industry Concrete Coatings
1159 W Ouray Ave
Salt Lake City, UT 84116
385-212-9769

- Option 1:**
- 1- Pressure wash existing court
 - 2- Paint pickleball lines over existing tennis court lines
 - 3- Install Sport wax for protection

Option #1 utilizes one existing tennis court/net, and adds one pickleball court overlay to that tennis court using the existing tennis net.

\$2,246.00

- Option 2:**
- 1- Demo existing tennis net poles
 - 2- Patch and fix any cracks/pitting
 - 3- Muriatic acid wash existing court coating
 - 4- Install new net poles and nets
 - 4- Re-surface court with neutral base acrylic sport color
 - 5- Paint pickleball court lines

Option #2 utilizes one tennis court/net and completely repurposes that court with three (3) new pickleball courts including lines, nets and poles. This court is no longer usable for tennis.

\$38,210.00

Recommendation: Leave tennis courts as is and focus pickleball court efforts on new construction at 750 W location.



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Staff Memo

Harrisville Ordinance 542;
Home Occupation Standards Amendments
August 31, 2023

To: Harrisville Mayor and City Council
From: Jennie Knight, City Administrator
RE: Harrisville Ordinance 542; Home Occupation Standards Amendments

A. Summary.

An application was received from applicant, Madalyn Hass, for a Text Change Amendment to the Land Use Ordinance. This application is in reference to the Home Occupation Standards Amendments for a proposed home occupation located at approximately 245 Larsen Lane.

B. Application.

On July 26, 2023, an application was received to amend the Land Use Ordinance to allow for "The use of Permanent Makeup Machine (PMU) for the use of cosmetics in addition to scar coverings". Compliance with Weber Morgan Health Department is also required.

C. Review.

Harrisville Municipal Code 11.10.020(9) Home Occupation outlines the current regulations for home occupations. "Personal services" are allowed as home occupations but "tattoo parlor or business" is not allowed in the Commercial or Manufacturing zones. As the PMU differs from a regular tattoo machine, the proposed code update requests including a PMU as an allowed use in a residential zone as a home occupation with compliance with Weber Morgan Health Department regulations. Section "a" of the home occupation regulations already requires a conditional use permit for any home occupation with visiting clientele.

D. Compliance with Utah Code Annotated.

In accordance with UCA §10-9a-502 Preparation and adoption of land use regulation.

1. A planning commission shall:
 - a. Provide notice as required by Subsection 10-9a-205(1)(a).

Notice of the public hearing was given on July 26, 2023.

- b. hold a public hearing on a proposed land use regulation;
A public hearing was held at the August 9, 2023 Planning Commission to receive public comments.

- c. if applicable, consider each written objection filed in accordance with 10-9a-205(4) prior to the hearing; and
- d. (i) review and recommend to the legislative body a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within all or part of the area of the municipality; and
(ii) forward to the legislative body all objections filed in accordance with Subsection 10-9a-205(4).

This ordinance comes with a positive recommendation from the Planning Commission.

**HARRISVILLE CITY
ORDINANCE 542**

HOME OCCUPATION STANDARDS AMENDMENTS

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING THE
RESIDENTIAL ZONE SPECIAL USE REGULATIONS FOR HOME
OCCUPATIONS; 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, Utah Code Annotated Title 10 Chapter 9a enables municipalities to regulate land use and development;

WHEREAS, the City has adopted Residential Zone Special Use Regulations to govern land use within the City;

WHEREAS, the City desires to amend Home Occupations Standards of Harrisville City as indicated herein;

WHEREAS, after publication of the required notice the planning commission held its public hearing on August 9, 2023, to take public comment on the proposed ordinance, after which the commission gave its recommendation to adopt this Ordinance;

WHEREAS, the city council received the recommendation from the planning commission and held its public meeting on _____;

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

Section 1: 11.10.020 Residential Zone Special Use Regulations

9. Home occupation. A home occupation is the use of a portion of a single family dwelling, and/or accessory building, for a business, office, daycare, preschool, personal services such as hair care, common trade, or crafts. The following conditions shall be met in order to obtain a home occupation:

1. Any home occupation with visiting clientele requires a conditional use permit.
2. The employees at a home occupation site are limited to those who reside at the dwelling where the home occupation occurs with the exception of a preschool and deliveries.
3. The dwelling is the primary residence and no more than twenty-five (25%) percent of the floor space of the dwelling is devoted solely to the home occupation, excepting daycare.
4. There is no outdoor storage of any materials.
5. There is no vehicle or trailer repair or body work of any kind and no parking or placement of vehicles which are being repaired.

6. All work of the home occupation occurs in an enclosed structure.
7. There is no wholesale or retail sales of products, actual product display or warehousing of product directly from the home or accessory building except those items that are created on the property or from a common trade or craft.
8. No offensive noise, vibration, smoke, dust, odor, heat, or glare shall be produced and activities shall not include any activities which create a nuisance or hazard.
9. The home occupation is limited to hours of operation between 7 a.m. and 10 p.m.
10. Daycare is limited to a maximum of eight (8) children at any one time who do not live in the dwelling between the hours of 6 a.m. and 10 p.m.
11. Preschool in a residence that operates four (4) or less hours per day, per session, up to two (2) sessions per day, and teaches more than nine (9) children, but not more than fourteen (14) children, plus supervisory personnel. The preschool area of the home shall also conform to the applicable standards of any building code.
12. All home occupations shall comply with all acceptable State codes and licensing requirements as well as have a home occupation business license from Harrisville City.
13. All home occupations shall comply with all health building and fire codes and regulations for the particular use on the property.
14. No home occupation, specifically trades and crafts, shall interfere with the predominately residential purpose and uses of the residential zone where a home occupation is to be located.
15. With compliance to Weber Morgan Health Department regulations, the use of a Permanent Makeup Machine (PMU) for use of cosmetics in addition to scar coverings.
16. Notwithstanding the provisions of this section, the following are not considered home occupations requiring a permit or license:
 1. Typical and occasional babysitting.
 2. Neighborhood yard care.
 3. Lemonade stands and similar stands operated by youth.
 4. Newspaper delivery, and other such services.
 5. Occasional garage or yard sales not to exceed four (4) times per year, per residence.

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 _____, 2023.

MICHELLE TAIT, Mayor
Harrisville City

ATTEST:

JACK FOGAL
City Recorder

RECORDED this ___ day of _____, 2023.
PUBLISHED OR POSTED this ___ day of _____, 2023.

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

DATE: _____

DRAFT



HARRISVILLE CITY

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MAYOR:
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COUNCIL MEMBERS:
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Staff Report

Harrisville Resolution 23-13
Consolidated Fee Schedule
September 5, 2023

To: Harrisville City Council
From: Jennie Knight, City Administrator
RE: Update to the Harrisville Consolidated Fee Schedule

In June of 2023, the Harrisville Consolidated Fee Schedule was adopted. This provides a single location and document for city fees to be maintained and updated. At the time of adoption, several fees were not incorporated into the fee schedule. In the subsequent months staff has identified the highlighted fees to include in the consolidated fee schedule. These include storm water pollution prevention plan (SWPPP), building additional inspection, park impact, storm water impact, sewer impact, recreation, administrative, and police fees.

**HARRISVILLE CITY
RESOLUTION 23-13**

HARRISVILLE CITY CONSOLIDATED FEE SCHEDULE

A RESOLUTION OF HARRISVILLE CITY, UTAH, AMENDING THE HARRISVILLE CITY CONSOLIDATED FEE SCHEDULE AND PROVIDING 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 §10-3-717 authorized the City to exercise administrative powers by resolution, including setting fees;

WHEREAS, the Mayor and City Council desire to adopt and amend certain fees through a consolidated fee scheduled as provided herein;

NOW, THEREFORE, be it resolved by the Mayor and City Council of Harrisville City, Utah, hereby amend the Harrisville City Consolidated Fee Schedule attached hereto as Exhibit “A” and incorporated herein by this reference:

Section 1: Effective Date.

This Resolution shall be effective on September 12th, 2023.

PASSED AND ADOPTED this 12th day of September, 2023.

MICHELLE TAIT, Mayor

ATTEST:

Jack Fogal, City Recorder

Roll Call Vote Tally	Yes	No
Grover Wilhelmsen	___	___
Steve Weiss	___	___
Blair Christensen	___	___
Max Jackson	___	___
Kenny Loveland	___	___

Harrisville City Consolidated Fee Schedule

As of 08/30/2023

Processes, appeal process, enforcement and penalties can be found within Harrisville City Code

Utilities

Garbage		\$19.74
Additional Can		\$8.43
	<i>each additional can after the first initial</i>	
Recycle		\$6.41
Additional Can		\$6.42
	<i>each additional can after the first initial</i>	
Sewer		
Harrisville City		\$11.50
Central Sewer		\$16.38
Storm water		\$9.00
Street Lights		
Residential		\$2.50
Commercial		\$3.00

Water _____ *Goes through Bona Vista for their fee schedule
801-621-0474*

Planning & Zoning

In the event that an applicant fails to fully pay any development fees prescribed in this part, fails to complete a development where the city has incurred costs in excess of the fees actually paid by applicant, or the costs incurred by the city relating to applicant exceed the fees collected in this part, developer shall reimburse the city the actual costs incurred by the city within 30 days from the date of invoice by the city. In addition to other remedies, failure to pay development fees may result in a certificate of non-compliance being issued and recorded by the city on the applicable development.

Land use amendment and annexation application fees

Amendment to the Land Use Map	\$300.00
Text change amendments to the Land Use Ordinance	\$300.00
Amendment to the General Plan Map	\$300.00
Annexation	\$300.00

Site Plan and Conditional Use Permit Application Fees

Permitted use site plan review	\$250.00
Residential conditional use	\$150.00 + \$10.00 per unit
Commercial or Manufacturing Conditional Use	\$300.00

Appeal Authority

Variances	\$200.00
Non-Variances	\$100.00
Appeal of administrative decision	\$25.00

This is strictly on building permit and interpretations

Subdivisions

In the event that an applicant fails to fully pay any development fees prescribed in this part, fails to complete a development where the city has incurred costs in excess of the fees actually paid by applicant, or the costs incurred by the city relating to applicant exceed the fees collected in this part, developer shall reimburse the city the actual costs incurred by the city within 30 days from the date of invoice by the city. In addition to other remedies, failure to pay development fees may result in a certificate of non-compliance being issued and recorded by the city on the applicable development.

Subdivision application (preliminary & minor lot, due on application)	_____	\$2,000.00 + \$50.00 per lot
Final Acceptance	_____	Public Works discrepancy
Final subdivision review	_____	\$90.00 per lot
<i>This fee per lot shall apply toward the final subdivision review fee which is required to be paid prior to recording of the final plat, or included as part of the escrow to be drawn by the city.</i>		
Subdivision research	_____	\$35.00 (per hour)
Lot line adjustment (within subdivision)	_____	\$150.00
Boundary line adjustment (not in subdivision)	_____	\$100.00
Boundary line adjustment (not in subdivision)	_____	\$100.00
Amendment to existing subdivision after final acceptance	_____	\$100.00 + \$25.00 per unit
Combine parcels	_____	\$20.00
Expired subdivision reapplication fee	_____	\$1,500.00

SWPPP

SWPPP Violation Red Tag Removal	_____	\$300.00
SWPPP Violation Clean Up	_____	\$500 each offense
* Vac Truck	_____	\$500/2hrs + \$255/additional hr
* Sweeper	_____	\$350/2hrs + \$185 additional hr
* Concrete Washout	_____	\$1,000 - additional offenses
No SWPPP Plan on site	_____	\$50.00
Missing Storm Water Protection Barrier (BMP)	_____	Employee Time + Cost of protective material BMP
Illegal Stockpiling of any Material in Public Right of Way	_____	\$500.00
Track out Pad/ADA Access	_____	\$500.00
Portable Toilet Relocation	_____	\$100.00

Building Permits

Building Fee	_____	<i>refer to icc building valuation data</i>
Plan Check	_____	65% of building fee
State Surcharge	_____	1% of building fee
Additional inspections	_____	\$30.00

The following is based upon one single family unit. Other types of permits amount will vary.

Central Weber Impact Fee		
As of July 1, 2022	_____	\$2,578.00
As of July 1, 2023	_____	\$2,631.00
North View Fire Impact Fee	_____	\$225.56
Park Impact Fee	_____	\$1,739.39
Public Safety	_____	\$350.99

Storm Water	\$2,447.25
As of July 1, 2024	\$2,462.21
As of July 1, 2025	\$2,477.26
As of July 1, 2026	\$2,492.44
Transportation	\$635.84
Sewer	\$1,716.26
As of July 1, 2024	\$1,721.40
As of July 1, 2025	\$1,726.61
As of July 1, 2026	\$1,731.89
Storm Water Const. Activity Permit Fee	\$650.00
4-Mile Connection Fee	\$750.00
Plans changed after approval	5% of total permit fee

Encroachments

Permit	\$500.00
Road Cut	\$750 + \$0.25 per sqft
Boring	\$500.00
Curb, Gutter, & Sidewalk cut	\$150.00
Violations & penalties	
Civil - not to exceed	\$1000.00 per day
Criminal - Class B Misdemeanor with fine not exceeding	\$1000.00 per day

Recreation

Baseball/Softball	\$40.00
Basketball (<i>Jersey not included</i>)	\$45.00

Other Fees

Cabin Rental - <i>Residents only</i>	
No food	\$150.00
Small Family Group - <i>no more the 40 people & food is allowed</i>	\$200.00
Weddings, receptions, or open houses	\$650.00
Deposit	\$750.00
cancelation fee	\$25.00
Cancelation fee 2wks before reservation	Full reservation fee
Bowery Rental - <i>Residents only</i>	
With sound equipment	Rental + \$50.00
Deposit	\$200.00
cancelation fee	\$25.00
Cancelation fee 2wks before reservation	Full reservation fee
Credit Card Fee	2.5% of total charge
Horizon Book	\$10.00

Municipal Election Filing	_____	\$25.00
Address certificate (per unit number)	_____	\$75.00
Color Maps (8 1/2" X 11")	_____	\$1.00
Police/Accident Report	_____	\$25.00 up to 30 pages
	_____	\$0.50 each additional page
<i>Video requests will be addresssed on an individual basis</i>		
CDs of photos	_____	\$25.00
Annual Sex Offender Registry	_____	\$25.00 on birth month

**HARRISVILLE CITY
ORDINANCE 543**

STORM WATER ENFORCEMENT RESPONSE PLAN

AN ORDINANCE OF HARRISVILLE CITY, UTAH, REPEALING AND RE-ENACTING SECTION 10.11.140; HARRISVILLE STORM WATER ENFORCEMENT RESPONSE PLAN; MAKING TECHNICAL CHANGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harrisville City (hereafter referred to as “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 authorizes the City to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, *Utah Code Annotated* §10-8-13 allows municipalities to regulate conduits, drains, and the like;

WHEREAS, *Utah Code Annotated* §10-8-38 empowers municipalities to construct, reconstruct, maintain, operate, control, and charge for the use of culverts, drains, catch basins, and all systems and facilities necessary for proper drainage;

WHEREAS, the City is adopting a Storm Water Enforcement Response Plan relating to the operation and maintenance of such infrastructure;

WHEREAS, the City deems it to be in the best interest of public health, safety, and welfare to update and impose certain enforcement and penalties to meet the challenge of providing sustainable services for the same as set forth in this Ordinance;

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

- Section 1:** **Repealer.** Any word other, sentence, paragraph, or phrase inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.
- Section 2:** **Reenact.** Section 10.11.140 of the *Harrisville Municipal Code* is hereby re-enacted to read as follows in the *Harrisville Storm Water Enforcement Response Plan* included as Exhibit “A”:
- 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 12th day of September, 2023.

MICHELLE TAIT, Mayor
Harrisville City

ATTEST:

JACK FOGAL, City Recorder

RECORDED this _____ day of _____, 2023.

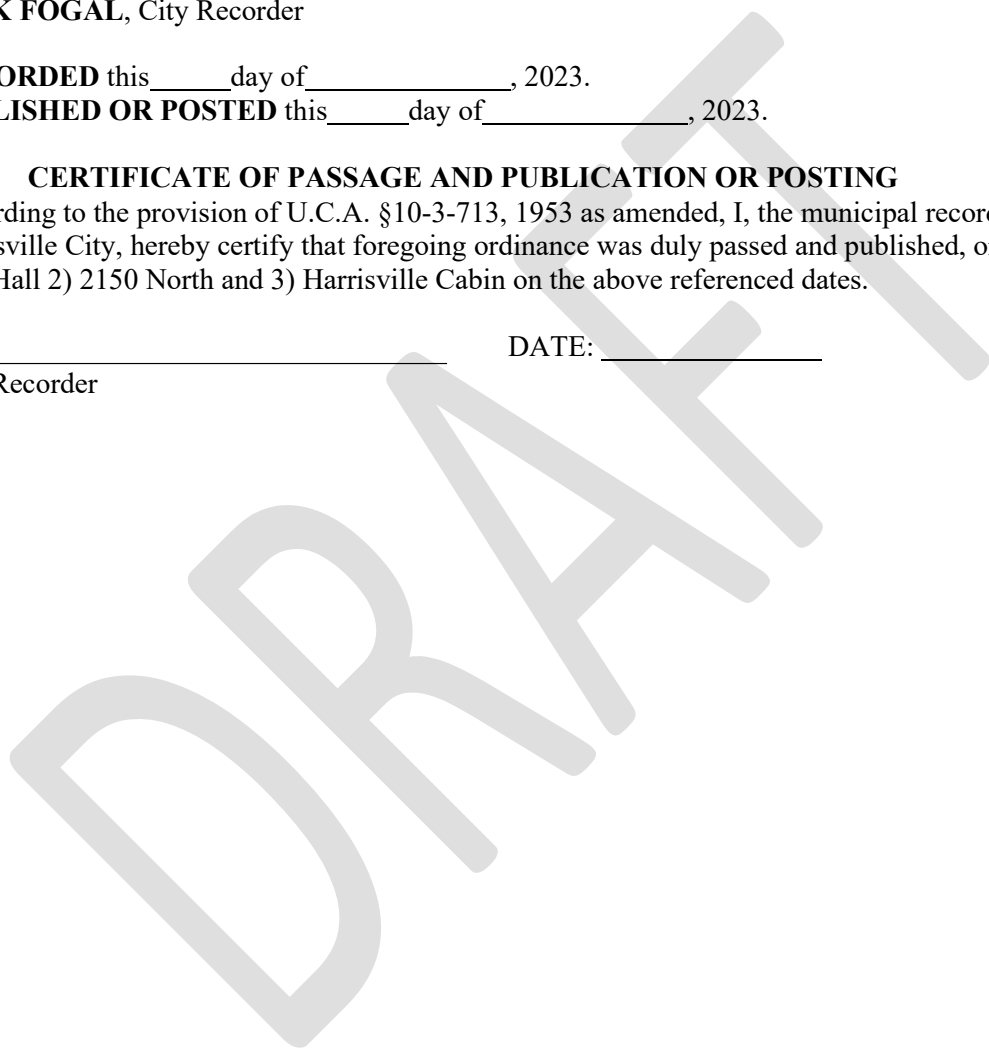
PUBLISHED OR POSTED this _____ day of _____, 2023.

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) 2150 North and 3) Harrisville Cabin on the above referenced dates.

City Recorder

DATE: _____



Introduction and Background

This Stormwater Enforcement Response Plan (ERP) codifies enforcement procedures used by the City of Harrisville to enforce provisions of its National Pollutant Discharge Elimination System (NPDES) Statewide Permit No UTR090000 (hereafter referred to as the MS4 Permit). Under the MS4 permit, the City is to control the release of pollutants to and discharges from the municipal separate storm sewer system (MS4) which is owned and operated by the City through rules and regulations controlling stormwater discharges. The MS4 Permit will do the following:

- Control the contribution of pollutants to the MS4 by stormwater and non-stormwater discharges associated with industrial activity and the quality of the stormwater discharged from sites of industrial activity.
- Prohibit illicit discharges to the MS4.
- Control the discharge to the MS4 from spills, dumping, or disposal of materials other than stormwater.
- Require compliance with conditions in the State statutes, rules, permits, contracts, and orders.
- Carry out all inspection, surveillance, and monitoring procedures necessary to determine compliance and non-compliance with permit conditions including on illicit discharges to the MS4.

The City's MS4 consists of a conveyance or system of conveyances owned by the City that is designed or used for collecting or conveying stormwater, which is not a combined sewer and which is not part of a publicly owned treatment works.



For More Information

Harrisville City Public Works
Inspection Department
1385 North Washington Blvd
Harrisville, UT 84404
(801) 782-4100 Ext. 1016
publicworks@cityofharrisville.com

Enforcement Activities

- Construction Site Erosion and Sediment Control
- Illicit Discharge Detection and Elimination

Enforcement Types

- Verbal Warnings
- Written Warnings
- Notice of Violations
- Violation Fines
- Red Tag

Appendices

A – Notice of Violation
B – Red Tag
C – Notice of Illegal Discharge

SECTION 1

The City's MS4 consists of a conveyance or system of conveyances owned by the City that is designed for collecting or conveying stormwater, which is not combined sewer and which is not part of a publicly owned treatment facility.

1.1 PURPOSE

This ERP describes the measures available to the City to exercise its authority. The ERP identifies enforcement procedures designed to encourage a timely response by the discharger. Implementation of the ERP will ensure a consistent response throughout the City and avoid confusion, delays, and disputes over enforcement for stormwater pollution prevention.

An effective enforcement program depends on detailed and comprehensive documentation of all contacts with the alleged violator and of all evidence establishing the violation. Investigations and enforcement actions must be handled quickly. The City is required by the Permit to investigate reports of illicit discharges and initiate enforcement action to eliminate the source(s) of the discharge.

1.2 CITY OF HARRISVILLE PERMIT HISTORY

The City's current MS4 permit was issued by the State of Utah's Department of Environmental Quality (DEQ). The Utah Pollutant Discharge Elimination System (UPDES) is the Utah version of the National Pollutant Discharge Elimination System (NPDES), which is the permit system mandated by § 402 of the Clean Water Act to control pollutants in waters of the U.S., including storm water. The Utah Storm Water Program is part of the UPDES Program. The scope of the current permit includes all stormwater discharges associated with construction sites, industrial facilities, maintenance facilities, and other activities within the MS4's jurisdiction.

1.3 TYPES OF ENFORCEMENT ACTIONS

The City will use City Code, permits, and penalties to enforce illicit discharges to the City's MS4 system. The City anticipates two general types of stormwater violations: construction sites and illicit discharges or connections to the City's MS4. Potential violators include construction contractors, businesses, industries, private citizens, and other governmental agencies which are detailed below.

1.3.1 *Construction Sites*

The City's contractors are required to obtain all required permits pertaining to land disturbance activities from various agencies. Permits could include County, DNR, City, or State permits.

The City is responsible for inspection oversight responsibility and must ensure that a trained employee inspects construction activity at sites until final stabilization is achieved. The MS4 permit requires the City to implement a system to monitor contracted construction activities and to enforce Permit provisions. The City is required to list and describe all violations and enforcement responses taken for construction activities in the Annual Report submitted to the DEQ.

1.3.2 *Illicit Discharges and Connections*

The Permit also requires the City of Harrisville to take measures to detect and eliminate illicit discharges and connections to the City's MS4. An illicit discharge is defined as any discharge to a MS4 that is not composed entirely of stormwater, with the exceptions of allowable non-stormwater discharges and separately permitted discharges. Illicit connections are defined as any man-made conveyance that connects an illicit discharge directly to the MS4. The City is required to implement a program to minimize, detect, investigate, and eliminate illicit discharges and connections, including unauthorized non-stormwater discharges and spills, into the MS4 system.

2. METHODS OF DISCOVERY OF NON-COMPLIANCE

Reports of a stormwater violation or non-compliance may come from one of the following several resources:

- Reports from City Staff – Illicit discharges and discharges of sediment or other pollutants from the construction sites, facilities, or other sources within the City’s MS4 may be observed by City staff as they conduct normal activities such as driving to or from job sites or when inspecting other activities. Such non-compliance could include water and wind erosion, sediment tracking onto local streets, poor housekeeping, incorrect location or missing concrete washouts, and failed or ineffective best management practices (BMP’s).
- Permit Compliance Activities – Non-compliances may be discovered through Permit-required inspections or monitoring, including construction site inspections, dry weather screening, and stormwater sampling.
- Contractor Compliance Activities – A construction contractor’s failure to comply with the State’s Construction General Permit requirements such as conducting and submitting inspection reports, obtaining annual certifications, preparing, and implementing Stormwater Pollution Prevention Plans (SWPPPs).
- Reports from the Public – Public complaints may come directly to City or through other local, state, or federal government agencies.

3. CONSTRUCTION SITE EROSION AND SEDIMENT ENFORCEMENT

This section imposes the obligation of an applicant to perform their duties in an honest, diligent, and cooperative manner.

The following section describes the City's authority and the mechanisms for enforcing Permit provisions on construction sites within the boundaries of the City's MS4 jurisdiction.

3.1 Compliance Requirements

Compliance with stormwater permits and laws on construction projects within the City's MS4 must be enforced according to these Enforcement Response Procedures and pursuant to Harrisville City Code 10-11: Stormwater regulations.

- Applicants are to comply with the State's NPDES DEQ, City, and County permits for regulated construction projects, including the obligation to file NPDES DEQ application and obtain authorization under the State DEQ for each construction project or site. The application shall also file a NOT for each construction project or site, either terminating their responsibility if final stabilization has been achieved, or transferring it to another owner for completion.

3.2 Construction Enforcement

When stormwater non-compliance is identified by the City enforcement actions will be taken promptly but no later than 7 days following identification of the non-compliance. The City will take appropriate sanctions against the applicant based on the nature and severity of the situation. Non-compliances will be classified as minor or major. Major violations are generally those acts or omissions that lead to a discharge of pollutants to stormwater and require immediate attention. Minor violations are generally instances of non-compliance that do not directly result in such a discharge. Serious discharges or an imminent threat of discharge on a project may require an immediate escalation to a higher level of enforcement. The level of enforcement response will depend on several of the following factors:

- Severity of the violation: the duration, quality, and quantity of pollutants, and effect on public safety and the environment
- The violator's knowledge (either negligent or intentional) of the regulations being violated
- A history of violations and/or enforcement actions individual or contractor
- The potential deterrent value of the enforcement action.

The City will use a progressive enforcement policy, escalating the response when an applicant fails to respond in a timely manner. If the City identifies a deficiency in the implementation of the approved SWPPP or amendments and the deficiency is not

SECTION 3

corrected immediately or by a date requested by the City, the project is in non-compliance. The recommended sequence of enforcement actions is detailed below.

3.2.1 *Verbal Warning*

This action is a verbal exchange between an inspector or the resident engineer and the alleged violator. The information exchanged will be documented by the inspector and logged in the City of Harrisville's building permit inspection database. Typically, no letter is written if the problem is corrected immediately and the inspector or resident engineer observes the corrective action and deems it appropriate.

3.2.2 *Notice of Violation*

A Notice of Violation (NOV) may be issued if the non-compliance continues for 7 days after the verbal warning is issued, if the non-compliance cannot be corrected while the inspector is on site, or if the non-compliance is a significant violation. The NOV will document the reasons why the discharge is illegal and will provide a deadline for compliance. Based on the type and severity of the non-compliance, the period between the verbal and NOV may not wait the full 7 days. Compliance is required within 7 days to avoid additional enforcement actions; however, if the situation warrants, a shorter or longer deadline may be permissible. A sample letter to violators is provided in Appendix A.

3.2.3 *Red Tag*

If the verbal and NOV do not result in corrective action by the documented deadline, the City may Red Tag (full or partial shutdown) the construction site. Upon successful corrective action in response to the red tag, along with payment of fines and approval by the city, work may begin at the site. Example of a Red Tag are provided in Appendix B.

3.2.3.1 *Temporary Suspension of Work*

If immediate action is required due to an imminent threat of discharge or if the contractor does not respond the warning letter within the required time frame, the City may temporarily suspend work on the project until the corrective action has been completed.

3.2.3.2 *Require Corrective Action*

The city may require the permit holder to undertake corrective or remedial action to address any release, threatened release, or discharge of the hazardous substance, pollutant or contaminant, water, wastewater, or stormwater.

SECTION 3

3.2.3.3 *Revocation of Permit*

The City may revoke any permit issued to the permit holder if corrective action is not completed by the documented deadline.

3.2.3.4 *Abatement*

The City may correct the deficiency or hire a contractor to correct the deficiency if corrective action is not completed by the documented deadline. This issuance of a permit constitutes a right-of-entry for the City or its contractor to enter the construction site for the purpose of correcting deficiencies in erosion control. If the City corrects the deficiency or hires a contractor to correct the deficiency, the City may require reimbursement to the City for all costs incurred in correcting stormwater pollution control deficiencies, pursuant to City Code.

4. ILLICIT DISCHARGE AND CONNECTION ENFORCEMENT

The Permit requires the City to implement and enforce a program that ensures that the City effectively prohibits non-stormwater discharges into its MS4. In addition, neighboring property owners are not allowed to occupy, use, or interfere with public ROW without permission. Any discharge/connection without permission is an illegal encroachment on the City's MS4. A discharge/connection can be discovered in two ways, either through routine inspection or due to a complaint.

Similarly to the process in **Section 3.2**, notification of observed illicit connections or discharges will be carried forward to the alleged illegal connector/discharger by the inspector or observer. The City will use the following progressive enforcement policy, escalating the response when a discharger fails to respond in a timely manner.

4.1 *Verbal Warning*

When a routine inspection of the drainage system identifies an illegal connection/discharge to the City's MS4 system, the inspector documents the discharge on a IDDE Inspection Form or in their City electronic management system, which will be provided to the City Engineer within 48 hours, as well as notify other departments and agencies as appropriate.

If the source of the connection is evident, the observer/inspector will contact the connector/discharger directly by phone or in person to discuss elimination. The communication will include requesting any permits or other authorization and providing a follow-up date (within 15 days). If the discharge is permitted or authorized (documentation is required), no further action is required; if the discharge is not authorized, it will need to be addressed or ceased within 15 days.

4.2 *Written Warning*

If after 15 days of the verbal warning the illicit connection/discharge has not been corrected, the Public Works Director will issue a "Notice of Illegal Discharge and Demand for Corrective Action" letter to the property owner (Example letter in Appendix C). The letter will request that the connection/discharge be ceased or removed within 30 days. A follow up inspection will be performed by a City staff member to ensure compliance. If the connection/discharge has not been corrected, the incident will be referred internally to the City Public Works Director for further review.

4.3 *Remove of Connection/Discharge*

The City may remove the illegal connection/discharge if it has not been corrected within a suitable timeframe. If the City removed the illegal connection/discharge, the responsible party is subject to fines and civil action for damages.

4.4 *Civil Action*

The City reserves all legal options to remedy a situation that requires City enforcement or action.

5. EMERGENCY RESPONSE CONDITIONS

The City MS4 Permit identifies “discharges from emergency situations where federal rules specify washing as the preferred method to assure public safety” as an authorized non-stormwater discharge. Discharges or flow from firefighting activities and other discharges authorized by the City and/or State Duty Officer that are necessary to protect health and safety are not subject to enforcement action.

6. REPORTING REQUIREMENTS

The City shall provide a list and description of all violations and their resolutions, including any enforcement actions taken against contractors, corporations, or other entities in the Annual Report to the DEQ. At a minimum, the inspector should document the source of the complaint, the date, the time, the contact person (if any), a description of the nature of the non-compliance or illicit discharge, actions taken, and final resolution.

APPENDIX A
NOTICE OF VIOLATION

Date:

Name
Address
City, State, Zip

To Whom it May Concern:

Today the Public Works Inspection Department for Harrisville City visited your property at **{insert property location}** for a SWPPP Inspection and found the following violation(s):

- Portable toilet is less than 10' behind curb and gutter and/or is not securely staked to the ground.
 - Concrete, stucco, masonry, or water-based paint illegally washed out onto the ground and not into an approved washout
 - Non-approved track out pad
 - Non-approved curb ramps
 - Missing proper BMP's
 - Missing inlet protection on the project site and on adjacent roads that are immediately down gradient from the site
 - Evidence of dirt, mud, and/or rock being tracked out onto the roadway needing to be swept/cleaned up
 - No posted or accessible SWPPP Plan
 - Waste, debris, and blowable trash not properly cleaned up, contained, and/or disposed of
 - Other:
-

If not corrected in the time frame marked below, fines and corrective actions will be issued that could result in the above-mentioned site being red tagged until in compliance with SWPPP standards.

- 7 Days to Correct Action Must be completed no later than:

- Immediate Action Needed

Thank you for your attention,

Justin Shinsel
Public Works Director
801-782-4100 Ext. 1015

Glen Gammell
Assistant Director/Inspector
801-782-4100 Ext. 1016

APPENDIX B

RED TAG

RED TAG

**Harrisville City
363 West Independence
Harrisville, UT 84404
(801) 782-4100**

Address: _____

Red Tag Notice Number: _____ Date: _____

- Notice given to: _____
 Notice posted at: _____

As authorized by the Harrisville City Code, you are hereby directed to stop all construction work for the following reasons:

Name: _____ Signature: _____

Inspector – Harrisville City

Office: _____

Cell: _____

Email: _____

Do not remove this notice until authorized by Harrisville City

Correction of the above must be completed and approved by a member of the city staff before proceeding

APPENDIX C

**Notice of Illegal Discharge and
Demand for Corrective Action**

NOTICE OF ILLEGAL DISCHARGE OR CONNECTION

Person or Business Name
Address
Harrisville City, UT 84404

Dear Property Owner:

Harrisville City is responsible for maintaining the storm sewer system. The Utah Department of Environmental Quality (DEQ) Municipal Separate Storm Sewer System General Permit requires the City to control the amount of pollutants entering the drainage system. Part of this charge is the detection and elimination of illegal discharges or connections to the system that may contain pollutants or are otherwise not allowed. Left uncorrected, any pollutants entering the system will ultimately impact nearby streams, as storm drainage is not treated at any sort of treatment facility. Any discharge/connection without permission is illegal and requires immediate termination of the discharge.

An inspection of the draining system has occurred in the vicinity of your property and an illegal connections/discharge was discovered entering into the City system. The discharge/connection was discovered on <insert date> at <insert business name and address>.

Indicators or Source include piping and staining.

Photographs of this discharge/connection are enclosed with this letter. In addition, I have enclosed an aerial photograph showing the location of this discharge/connection.

This discharge or connection must be ceased or removed within <insert> days. A follow-up investigation will be conducted after that time to ensure compliance. If the situation is not corrected, the City will take corrective measures, which may include the issuance of a fine. In the alternative, the City may remove the discharge/connection and bill you directly pursuant to City Code Chapter 10-11: Stormwater Regulations. If the illegal discharge/connection cannot be removed within 30 days, you do not understand this notice, or you disagree that an illegal discharge/connection exists at your property, please contact me with further details or explanation by calling (801) 782-4100 Ext. 1016 or by email at [ggammell@cityofharrisville.com](mailto:gammell@cityofharrisville.com).

Sincerely,

<Insert Name>
Harrisville Public Works Inspector
1385 North Washington Blvd
Harrisville, UT 84404
(801) 782-4100 Ext. 1016

Enclosure (photographs)

CC:



HARRISVILLE CITY

363 West Independence Harrisville, Utah 84404 (801) 782-4100

MAYOR:

Michelle N. Tait

COUNCIL MEMBERS:

Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Kenny Loveland

MEMORANDUM

To: City Council
From: Chief of Police Mark L Wilson
Department: Police Department
Date: August 30, 2023
Re: School Resource Contract

This is in reference to the School Resource Officer Contract between Weber County School District and the City of Harrisville.

Negotiations for the School Resource Officer contracts were conducted with all agencies who have School Resource Officers and the Weber County School District.

During these negotiations all party's reached the agreement that we would commit to a 3-year contract with the school district to provide school resource services. Negotiations will resume prior to the expiration of this contract to insure we have current contracts before school begins in the future.

The cost for the School Resource Officer is based on \$170,000.00. The \$170,000.00 is then subtracted by 30% to reflect the school year. The school district will pay 50% of that number which for the first year is \$59,500.00. Last year the school district paid \$46,875.00 per full time resource officer, a difference of \$12,625.00.

The second year the base pay will increase by the current CPI (Consumer Price Index). That amount would be calculated like the first year, but the school will pay 60%.

The third year will also increase the base pay by the current CPI, and the school will pay 70%.

All Chiefs and the Sherrif have agreed this is a satisfactory compromise with Weber County School district. This will give the school district time to plan and make appropriate budget changes to meet the rising cost of Officers.

**HARRISVILLE CITY
RESOLUTION 23-14**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, ENTERING AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN WEBER
SCHOOL DISTRICT AND HARRISVILLE CITY FOR LAW
ENFORCEMENT SERVICES.**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, Harrisville City (hereafter “City”) and the Weber School District (hereafter “WSD”) have mutually agreed to law enforcement services;

WHEREAS, WSD proposes a new Interlocal Cooperation Agreement (hereafter “Agreement”) for said services attached hereto as Exhibit “A” and incorporated herein by this reference;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Harrisville City that the Interlocal Agreement with Weber School District attached hereto as Exhibit “A” and incorporated herein by this reference is approved and adopted. The City Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the City.

PASSED AND APPROVED by the Harrisville City Council this 12th day of September, 2023.

MICHELLE TAIT, Mayor

ATTEST:

JACK FOGAL, City Recorder

Roll Call Vote Tally	Yes	No
Grover Wilhelmsen	___	___
Steve Weiss	___	___
Blair Christensen	___	___
Max Jackson	___	___
Kenny Loveland	___	___

**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE
WEBER SCHOOL DISTRICT AND
AGENCY FOR LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this ____ day of _____ 2023, pursuant to the provisions of The Interlocal Cooperation Act, Title 11, Chapter 13, et seq., Utah Code Annotated 1953 as amended "Interlocal Act" by and between Harrisville City Corporation, a Utah Municipal Corporation, hereinafter referred to as "the Agency", and The Board of Education of the Weber School District, a school district of the State of Utah, hereinafter referred to as "District".

WITNESSETH

WHEREAS, District wants a safe and secure environment for its students, faculty and all others using the district's school campuses and to allow students to obtain a quality education free from distractions; and

WHEREAS, District desires to make the most cost-effective use of tax dollars to provide law enforcement services in designated schools; and

WHEREAS, District feels that the Agency will provide excellent, cost effective, law enforcement and within several of the District's schools; and

WHEREAS, the Agency is able and willing to provide the law enforcement needed by the District; and

WHEREAS, Both Parties would like to provide a platform for positive interactions between law enforcement personnel, students, and staff, in order to build and strengthen the partnership between the students, the staff, the community, and law enforcement; and

WHEREAS, The District has determined that it is mutually advantageous to enter into this Agreement for the Agency Police Department to provide law enforcement services to the District through the use of School Resource Officers("SROs") working on and around the various school campuses to help provide for and maintain a safe, healthy, and productive learning environment in school, to act as a positive role model to students, and to work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; and

WHEREAS, It is agreed that the services provided will be paid for by District, as hereinafter set forth, and the respective entities have determined and agree that the amount set forth herein is reasonable, fair and adequate compensation for providing the described law enforcement related services;

NOW THEREFORE, Pursuant to the Interlocal Act, the parties hereby agree as follows:

SECTION ONE AGREEMENT

- 1.01** The Agency, through the Agency Police Department (We probably need to change this language for the MOU with the Sheriff's Office) agrees to provide SROs who will furnish various law enforcement services to the District, to the extent and in the manner hereinafter set forth. The Agency Police Chief shall be the administrator of this Agreement for the Agency. The District designates the officers provided by the Agency Police Department under this Agreement as its "Law Enforcement Unit".
- 1.02** Both parties agree to jointly discuss SRO assignments.
- 1.03** Agency agrees to accept feedback from the District about an SRO's performance.
- 1.04** This Agreement terminates and supersedes any existing Agreement for the provision of SROs, whether oral or written, that may exist between the parties.

SECTION TWO SCOPE OF SERVICES

A. Roles and Responsibilities of School Resource Offices

- 2.01** Under this Agreement, the District and SROs are jointly responsible to help maintain safe schools, improve school climate, and support educational opportunities for students.
- 2.02** To serve as a SRO, an officer must first meet all of the following basic qualifications:
- a) Be a POST Certified officer and have at least one year of law enforcement experience;
 - b) Have appropriate knowledge and understanding of Federal and State laws, City and County ordinances, and Board of Education policies and regulations as applicable to law enforcement in schools;
 - c) Be capable of conducting in-depth criminal investigations;
 - d) Possess even temperament and set a good example for students;
 - e) Possess communication skills which would enable the officer to function effectively within the school environment.
 - f) Attend and complete SRO training, including training required under Utah law.
- 2.03** The SRO will perform the following **duties** at [NAME OF SCHOOL] ("School") during the school year and at designated school events:
- a) Work in a cooperative, proactive, problem-solving partnership with the School District to achieve the mission of maintaining a safe, healthy, and productive learning environment for students.
 - b) Serve as a positive role model and trusted adult for students by initiating positive student interactions and building positive relationships.
 - c) Work in conjunction with school administrators to prioritize understanding the potential root causes of student behaviors and finding resources and supports to

- address the behavior as well as the underlying factors.
- d) Intervene in incidents that would--if ignored--place an individual at risk of harm; de-escalating situations whenever possible. Recognize that the disciplining of students is the responsibility of school administrators and/or the School District and not that of the SRO.
 - e) Be on the school behavior or administrative team, including a school or district level threat assessment team.
 - f) Walk the halls and campus during passing time, and the cafeterias during lunch times.
 - g) When time permits, stand near the main entrance and greet students as they come into the building in the morning, and be visibly present near the exits and in the parking lots when school is dismissed.
 - h) Walk the school campus perimeter regularly.
 - i) Identify students in need of positive non-law enforcement-related resources or supports for:
 - a. Improving problem-solving skills
 - b. Controlling violent behaviors
 - c. Improving social skills
 - d. Addressing substance use or abuse
 - e. Addressing other areas of concern
 - j) Attend all required SRO and SRO/Administrator trainings with District administrators.
 - k) Attend school or District faculty trainings about code of conduct, discipline, and de-escalation when invited and available.
 - l) Become familiar with and understand the School District's student conduct and discipline policies and administrative procedures, which emphasize the use of restorative approaches to address behaviors and is designed to minimize the use of law enforcement intervention.
 - m) Take reasonable actions to protect the lives and property of the School District and the School District Community on school property.
 - n) Identify problems concerning public safety issues within the schools, develop problem-solving strategies about those identified issues with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and appropriate district personnel.
 - o) Understand the difference between administrative and disciplinary issues and criminal actions.
 - p) Work with the School District and school administrators to engage the school, families, businesses, and the community in problem-solving and developing solutions to identified public safety issues. This will enable the Police Department and the School District to form valuable partnerships and promote ongoing continued relationships that will benefit the community and improve community perceptions of law enforcement.
 - q) Understand that absent a real and immediate threat to an individual or to public safety, student conduct that occurs on school property or during a District sanctioned event that involves a Class C misdemeanor, an infraction or a status offense and is a first or second time offense for the student will be referred to

administration to be handled at the school level.

- a. This provision applies to students who have committed an offense on school property where the student is enrolled.
- r) Be present at School every day school is in session, during regular school hours (7:30 - 3:30, or otherwise determined by the school administrator), except when sick, on vacation, or attending training.

2.04 The SROs should **not** perform the following:

- a) Act as substitute teachers or as substitute administrators
- b) Handle school disciplinary duties for which the administrator and school administration are responsible
- c) Act as counselors on student issues not relating to law enforcement
- d) The SRO should never be designated as a building administrator or left in charge of the school when a school administrator is not present.

2.05 **Procedures** specific to duties and responsibilities of SROs.

- a) When an SRO becomes aware of criminal activity by a student that is occurring, has occurred, or the SRO has cause to believe is likely to occur on the school property, the SRO should confer with the appropriate school administrators as further provided herein:
 - i. If the criminal activity is a felony level offense, the SRO will investigate and, if appropriate, refer any resulting felony level offenses to the appropriate court of jurisdiction and make reasonable attempts to notify the principal and/or any designated school administrator within 24 hours of the referral.
 - ii. If a minor is alleged to have committed an offense on school property that is a class B misdemeanor or a class A misdemeanor, the SRO may refer the minor directly to a court or the administrator may refer the minor to evidence-based alternative interventions. Administrators and SROs are strongly encouraged to work together when making a determination regarding referring an offense under this paragraph. In the event the SRO and administrator do not agree regarding the appropriate referral, the referral will be made at the SRO's discretion.
 - iii. If a minor is alleged to have committed an offense that is a class C misdemeanor, an infraction, or a status offense (as the term is defined in Utah Code § 53G-8-211 or its successor provision), an administrator, administrator's designee or an SRO may only refer a student to a law enforcement officer, agency, or court if:
 - 1) the minor has engaged in the same offense on school property on two previous occasions and
 - 2) the minor has referred to an evidence-based alternative intervention, or to prevention or early intervention youth services for both of the two previous offenses prior to the SRO referring the offense to juvenile court.

- b) The Parties may develop additional protocols on specific offenses or common scenarios that they frequently encounter to address the handling of those matters more efficiently.
- c) In cases where an arrest or issuing of a citation is necessary, the SRO will consult with school administration to take any necessary action in a manner that is the least disruptive to the educational environment, and the following procedures will be followed:
 - i. The administrator should make arrangements to have the student brought to the office for the arrest to take place, except in circumstances where the student is a danger to himself or others, or may flee to avoid arrest, in which case the SRO may arrest the student in a manner that is minimally disruptive to the school environment.
 - ii. After the SRO has completed the arrest, the administrator will notify the parents of the arrest and provide the parents with the name of the arresting agency, officer or contact person, and the location the student is being taken. This information should be provided by the arresting agency.
- d) SROs may conduct investigatory stops or detentions of students on school property or at school-sponsored events only when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime. Absent exigent circumstances, such stops and detentions should be limited.
- e) Stops and detentions of students on school property or at school-sponsored events will be governed by applicable state and federal law and Police Department Policy.
- f) If an SRO wants to interview/question a student at school during school hours regarding an offense that occurred on school property or at a school-related event, the SRO may, in collaboration with the principal, conduct the interviews with the students involved at school.
- g) Interviews by an SRO or an outside law enforcement officer for alleged offenses that occur off school-grounds or not related to a school event may not be conducted at school unless
 - i. exigent circumstances exist; or
 - ii. the SRO or law enforcement officers is conducting a child abuse investigation.
- h) Absent exigent circumstances, interviews of students by SROs and other law enforcement personnel about matters unrelated to school should generally be conducted away from school after school hours.
- i) Except when an emergency or exigent circumstance exists, the SRO and school administrator should work together to determine when such questioning should take place in order to ensure the least amount of disruption to the learning and the educational environment.
- j) If a student has engaged in an offense that requires a search by the SRO, whenever reasonably possible, the SRO should conduct the search with the administrator present.
- k) If there is a disagreement between the school administrator and the SRO regarding access to students or access to records, the following procedure shall be

followed:

- i. The principal shall contact the District Community Relations and Safety Specialist (CRSS) to mediate the disagreement between the school administrator and the SRO by separately hearing the position of the school administrator and the SRO.
 - ii. If after the CRSS cannot resolve the disagreement through mediation, the CRSS will contact the SRO's direct supervisor in an effort to resolve the disagreement.
 - iii. If the disagreement is not resolved after contacting the SRO's direct supervisor, the District's legal counsel and the County Attorney's Office will meet to resolve the disagreement.
- l) The SRO will notify their immediate supervisor, and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency.
 - m) The SRO will notify their immediate supervisor and the CRSS of any event that could cause media representatives to inquire about a newsworthy incident.
 - n) The SRO will maintain communications with supervisors, school administration, and school safety personnel, and be responsive to messages and requests from School District personnel.
 - o) The SRO will maintain a daily activity log of arrests, detentions, interviews and custodial interrogations with students.
 - p) The SRO will also document in the log other law enforcement activity, as defined in Utah Code 53E-5-516, which includes:
 - i. A search and seizure;
 - ii. Issuance of a criminal citation;
 - iii. Issuance of a ticket or summons;
 - iv. Filing a delinquency petition; or
 - v. Referral to a probation officer

B. Roles and Responsibilities of Agency

- 2.07** Agency will furnish officers to work as SROs in the District's Junior High Schools, High Schools, and other Schools located in Agency as determined from time to time by the parties to this Agreement. The Agency agrees to jointly discuss SRO applicants prior to an officer being assigned to a school (53G-8-703).
- 2.08** It is clearly understood, acknowledged, and agreed upon by the Parties that SROs supporting the District are Agency employees recruited and employed by the Agency.
- 2.08** The Agency will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms and other items of equipment reasonably necessary to provide the services described herein. School supplies and equipment will be supplied by the District.
- 2.08** The Agency will designate an officer or appropriate supervisor as the liaison to the

District for the purpose of coordinating activities with the Agency Police Department attending any District meetings as reasonably requested, and overseeing the delivery of police services under this Agreement.

- 2.09** The Agency, in its sole discretion, has power and authority to hire, reassign, discharge, and discipline the SROs it employs. However, the placement of SROs will be determined by mutual agreement between the Agency Police Department and the District, and a school administrator who is dissatisfied with an SRO may request a different officer as the SRO for that school. The Agency shall make every reasonable effort to assign a new SRO after a discussion of the concerns and an effort to remediate the concerns, but the Agency has the final authority regarding SRO assignments.
- 2.10** Agency will make its best efforts to provide SROs to the schools for eight hours per day during days when the students are at school. Agency will strive to have department-related training take place when school is not in session, understanding that some required training for SROs may need to occur during the school year. In the event an assigned SRO needs to be absent from their assigned school for five or more consecutive school days, and no substitute is provided by the Agency to fully or partially fulfill the SRO's duties, the District shall be credited the proportional daily amount of that year's annual fee for any days the SRO is absent and a substitute is not provided. The credit shall be applied as an offset to the Agency's invoice. The daily amount of the year's annual fee shall be calculated by dividing the school year's annual reimbursement rate by the number of days students are in school during the school year.
- 2.11** When an SRO is required to attend special events, emergencies, or other circumstances for the Agency that are beyond the control of the Agency, the Agency is not required to provide another officer for the duration of the event, emergency or other circumstance.
- 2.12** The SRO supervisor will maintain regular communication with the school and District administrators throughout the year to evaluate the performance of services provided by the SRO. At least annually, each law enforcement agency will seek out and accept feedback from the District related to the performance of the SRO assigned to the District (Utah Code Ann. §53G-8-703).
- 2.13** The Weber County Sheriff's Office will identify an individual within their department to coordinate school security responsibilities between the State Security Chief, the sheriff's office and police chiefs with a public school in their jurisdiction (Utah Code Ann. §53-22-103)

C. Roles and Responsibilities of School Administrator and the School District

- 2.14** The school administrator will perform the following duties:
- a) De-escalate school-based incidents whenever possible
 - b) Differentiate between disciplinary issues and potential criminal matters, and

respond appropriately. Handle routine administrative and school discipline (code of conduct) issues within the school without involving the SRO in an enforcement capacity (issuing citation) unless the administrator determines SRO involvement is necessary to address a serious and immediate threat to the physical safety of the School District Community.

- c) Notify SRO if a student the SRO is responding to or with whom the SRO frequently interacts has a physical or mental disability and/or has an Individualized Education Program (“IEP”) and/or may require special consideration, treatment or accommodation.
- d) Request SRO assistance in cases of criminal conduct on school campus of persons other than students enrolled at that school.
- e) Assist with SRO-initiated investigations and actions as needed.
- f) Document in PowerSchool any tickets, citations, or arrests that SROs have reported. When appropriate, discuss with the SRO whether the underlying actions have any school-based ramifications.
- g) Attend all required SRO/Administrator trainings.
- h) Arrange meetings with the SROs on a regular basis to discuss students at risk and interventions and supports for those students.
- i) Invite SROs to school-site trainings about school code of conduct, discipline, de-escalation, and restorative practices.
- j) Participate in any agreed upon data collection process to provide ongoing feedback to District, City, and Police Department designees, for the purpose of improving practice and evaluating the effectiveness of District/SRO partnership.
- k) Participate in and/or create authentic opportunities for the SRO and school administration to meet with parents, guardians, and community members throughout the school year.
- l) Provide a workspace and a place for each SRO to store materials and personal effects at their location of assignment.
- m) Provide students with classroom equipment and supplies for classes taught by SROs
- n) Inform the SRO of administrative outcomes when an offense is referred to the school.

2.15 The School District will:

- a) Provide the Police Department a list of School District points of contact to facilitate SRO partnership communication, indicate main point of contact and provide an updated list to all parties when changes to that list occur.
- b) Provide training for all administrators and SROs at the beginning of the school year, as well as regular required trainings and meetings throughout the year.
- c) Work in conjunction with the SRO Supervisor to place each SRO in the school for which they are best suited. In consultation with the Agency, the School District reserves the right to request the removal/reassignment of any SRO for any reasonable cause, after other attempts to correct the problem have been explored. The Agency shall consider the School District’s input when

determining the removal or reassignment of any SRO, but the Agency shall have the final decision concerning the removal or reassignment of any SRO.

- d) In the unlikely event that a situation arises wherein the School District believes that the presence of a particular SRO constitutes a direct and immediate threat to the safety and well-being of the School District Community, the School District may direct the SRO to leave the premises and not return until the District has resolved the issue with either the Agency or the particular SRO.
- e) Reimburse the Agency at the rate of time and a half of the assigned officer for all extra duty assignments such as extracurricular activities for which the School requires the services of an SRO or additional officers.
- f) Develop a district policy governing SROs and seek public input on the policy prior to it being implemented (Utah Code Ann. §53G-8-703.2)

SECTION THREE ACCESS TO EDUCATION RECORDS

- 3.01** SRO access to student educational records, including video, is governed by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g et seq., 34 CFR Part 99, and Student Privacy and Data Protection Act (“SPDPA”), Utah Code §53E-9-101 et seq.
- 3.02** SROs will be given access to the District’s security camera system to include live view of all school-based cameras. SROs will be permitted to access the camera system for reasons related to school safety and for conducting investigations into criminal matters. SROs can only make copies of video footage for official law enforcement purposes. These video records shall become part of the police report and will be subject to release under GRAMA according to the Agency’s records policy.
- 3.03** School administrators shall allow SROs to inspect and copy any public records, including directory information, maintained by the schools to the extent allowed by law.
- 3.04** The School District will designate SROs as school officials in accordance with FERPA and SPDPA in order to ensure that SROs have lawful access to:
 - a) video footage stored by the school administrator and/or a quick look-up screen on the School electronic student database; and
 - b) the quick look-up screens include student schedules, student grades, absences, and attendance records in PowerSchool, and when necessary to view past records, in MyStudent. SROs will only be provided with access to the records of those students at the schools to which the SRO is assigned.
- 3.05** Records, videos, or files which the SRO creates and maintains for law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA or SPDPA. These law enforcement unit records are within

the sole control of the Agency, but may, in accordance with state law, be shared in certain circumstances with the School District under Utah's Governmental Records and Access Management Act.

- 3.06** Notwithstanding any of the above, if an SRO or law enforcement officer presents a warrant, subpoena, or court order for specific educational records or video recordings, those items shall be provided to the SRO or law enforcement officer as soon as practicable.

SECTION FOUR STUDENT RIGHTS

- 4.01** Agency and the District agree that in handling all student offenses, both parties will comply with state and federal law regarding the rights of students, as follows:

- 4.02** As a general rule, if there are possible criminal implications to the students' conduct, the administrator may refer the investigation to the SRO, and the SRO will conduct interviews and searches in accordance with appropriate law.

- 4.03** Procedures for conducting searches, interviews, and arrests:

a) Searches:

- i. If an administrator is conducting a search, the administrator must have reasonable suspicion to conduct the search and the search must be reasonable in scope.
- ii. If an SRO is conducting a search, the SRO must have probable cause to conduct the search and the search must be limited in scope to the purpose of the search, unless exigent circumstances exist where an officer is allowed to conduct a search subject to reasonable suspicion (e.g. weapons)
- iii. Administrators, not SROs, should conduct searches when a school rule or policy is at issue. SROs may conduct searches where a criminal law is at issue.

b) Questioning:

- i. When conducting an investigation at school regarding violation of school rules, administrators will take the lead on questioning students.
- ii. SROs may be present during administrator interviews of students but should not participate where the interview is focused on the school infraction.
- iii. Administrators may question students regarding violations of school rules without notifying parents and without reading a student his/her *Miranda* warnings.
- iv. When students under the age of 18 are suspected in potentially criminal activity, SROs will comply with Utah Rules of Juvenile Procedure.
- v. To the extent allowed by law, administrators and the Agency will share information related to offenses occurring on campus obtained during

respective interviews by administrators and SROs in order for the non-interviewing party to perform its duties with respect to the student.

- c) Arrests. If it is necessary to arrest a student at school or a school-related event, the procedures outlined in Section 2.05c) will be followed.

4.04 Information privacy:

- a) Information about a student obtained by administrators during the course of an administrative investigation will be maintained confidentially in the student's file at the school and is considered part of the student's education record under FERPA.
- b) Information obtained by the SRO during the course of a criminal investigation will be maintained by Agency law enforcement in accordance with its policies and procedures as law enforcement unit records.
- c) Information may be shared with each party to this Agreement in accordance with state and federal law and Section Three of this Agreement.
- d) Nothing in this Agreement limits the District's requirement to notify parents and right to notify law enforcement of prohibited acts pursuant to Utah law, and of its requirement to notify law enforcement for weapons violations pursuant to Utah law. Nothing in this Agreement limits the Agency in its requirement to notify the District of certain offenses by minors pursuant to Utah Code 80-6-103. Any persons having information obtained under any of the aforementioned statutes will comply with all confidentiality requirements of the statutes.

SECTION FIVE SCHOOL RESOURCE OFFICER TIME ALLOCATION

5.01 SROs are expected to be present on campus from (a half an hour before school starts and a half an hour after school ends) every day that school is in session, and will allocate their time among the following activities, as needed:

- Law enforcement
- Foot patrol and surveillance around the school
- Investigations
- Safe school support-fights/parking lot
- Building relationships
- Opening communications between Schools and Agencies
- Personal interaction with administration/Students/Staff/Parents
- Creating an open door atmosphere
- Intervention and problem solving
- Providing a friendly positive role
- Interagency referrals
- Teaching law related education classes
- Participation with students (activities and events)
- Proactive instruction and presentations
- Answering questions pertaining to laws, ordinances or other law enforcement

issues.

SECTION SIX AUTHORITY AND EMPLOYMENT STATUS

- 6.01** The SROs assigned by the Agency Police Department under this agreement are designated as the District's Law Enforcement Unit and shall be treated and considered as a member of the faculty of the schools to which that officer is assigned. However, officers are not District officers, employees or administrators.
- 6.02** All SROs assigned to perform duties under the terms of this Agreement shall be Agency employees, and shall have no right to any pension, civil service, or any other District benefit for services provided hereunder.
- 6.03** Although SROs work in conjunction with the school staff, they report directly to the Municipal Police Department assigned sergeant on any law enforcement matters and will follow the Police Department command structure.
- 6.04** The School District acknowledges that SROs are required by Police Department policy and procedures to attend mandatory trainings and/or meetings. When within their power, SROs will make every effort possible to schedule these trainings outside of their regular school hours.
- 6.05** Although SROs remain employees of the Police Department, SROs are required to be on the campus of the school(s) they are assigned to unless performing emergency duties directly related to the Police Department. In the event an SRO is temporarily pulled away from the schools, the SRO's supervisor should communicate to the school's administrator and the District's CRSS, as soon as reasonably possible, the reasons for the reassignment.

SECTION SEVEN GOVERNMENTAL IMMUNITY

- 7.01** The District and the Agency are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. Sections 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the District and Agency agree to indemnify and hold harmless the other Party, its elected officials, officers, employees, agents and volunteers from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its elected officials, officers, employees, agents and volunteers. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Agency or the District under the Act.

**SECTION EIGHT
RESPONSIBILITY FOR SALARY AND BENEFITS**

- 8.01** The District shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any Agency personnel performing services hereunder for the District and will not assume any other employment related liability except as provided for in this Agreement.
- 8.02** The District shall not be liable for compensation or indemnity to any Agency employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the Agency hereby agrees to hold the District harmless against any such claim.

**SECTION NINE
PERIOD OF AGREEMENT**

- 9.01** Unless sooner terminated as provided for herein, this Agreement shall be effective 12:01 a.m., 2023 {Date) and shall run for a period of three fiscal years, until 12 midnight on June 30, 2026.
- 9.02** Notwithstanding the provisions of this Section and subject to 9.03, either party may terminate this Agreement by giving 90 days written notice prior to the end of the current school year. Notice will be delivered in writing to the other party.
- 9.03** Only under extraordinary circumstances will this Agreement be terminated by either party during the school year, with 90 days prior written notice. If this Agreement is terminated during the school year by the Agency, the District will pay for the upcoming quarter only for the remainder of the 90 days in that quarter, or, if the termination of the Agreement falls on the quarter, the District will not pay the next quarter's services.

**SECTION TEN
COST OR PAYMENT**

- 10.01** The District agrees to pay to the Agency as follows:
- a) Beginning in 2023-2024 school year, the Agency shall send an invoice to the District after each school quarter for payment of the services of the Agency's SRO/s as agreed to in writing between the District and the Agency, which base total cost to the District is \$59,500.00 per full-time SRO.
 - b) For the 2024-2025 school year, the base cost for a full-time SRO will be calculated by adjusting the total average cost of the FTE according to the Consumer Price Index (CPI),

plus a 10% adjustment to the formula (as outlined in Attachment A). This will apply to all Agencies providing SRO services to the District. For the 2025-2026 school year, the base cost for a full-time SRO will be calculated by adjusting the total average cost of the FTE according to the Consumer Price Index (CPI), plus a 10% adjustment to the formula (as outlined in Attachment A). This will apply to all Agencies providing SRO services to the District

- c) The invoice shall be paid within thirty (30) days of receipt by the District. If this Agreement is terminated during the school year, the Agency and the District agree to divide the costs associated with the payment of the services of the SROs as on a pro-rata basis depending upon the length of the school year remaining.
- d) After providing services for extra duty assignments to cover extracurricular events at the School as requested by the School, the Agency will send an invoice directly to the school for payment for time and half of the hourly rate, plus the related cost of the FICA payroll tax, of the assigned officer. Beginning in the 2023-2024 school year, the charged hourly rate of the SRO or additional officers will be based on each officer's salary. The invoice shall be paid within thirty (30) days of receipt by the School.

10.02 The rates set forth in Attachment A, may be renegotiated at the request of either party prior to July 1 of each year of this Agreement to reflect the current cost of the provided services in accordance with the policies and procedures for the determination of such rate as adopted by the Agency and agreed to by the District.

10.03 The compensation paid by the District to the Agency pursuant to this Agreement shall be used only for the services provided pursuant to this Agreement, and Agency shall not have the authority or right to use such funds for other purposes.

SECTION ELEVEN PAYMENT PROCEDURE

11.01 The District shall remit one quarter of the contract amount to the Agency within 20 days after receiving a bill, in a form approved by the District, at the close of each school quarter. If such payment is not remitted to the Agency when due, the Agency is entitled to recover interest at the rate of twelve percent (12%) per annum thereon as well as the contract amount.

SECTION TWELVE INTERLOCAL AGREEMENT

12.01 In satisfaction of the requirements of the Interlocal Act, the Agency and the District agree as follows:

- (a) This Agreement shall be approved by each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5(3) of the Interlocal Act;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) No separate legal entity is created by the terms of this Agreement.

**SECTION THIRTEEN
PROBLEM RESOLUTION**

13.01 The parties shall have the right upon request and through their authorized representative, to meet and confer with the other party's representative to discuss any problems arising regarding the performance, an individual officer's performance, and the costs for future periods, or any other issues related to this contract.

**SECTION FOURTEEN
AMENDMENT**

14.01 This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their Authorized representatives as of the date first written above.

Agency

By _____
Mayor

ATTEST:

Agency Recorder

Approved as to Form and as Compatible with State Law:

Agency Attorney

The Board of Education of Weber School District

By: _____

Name: _____

Its: _____

ATTEST:

Approved as to Form and as Compatible with State Law:

Weber School District Attorney

ATTACHMENT A

WEBER COUNTY SHERIFF'S OFFICE

COST BREAKDOWN

SHERIFF'S OFFICE	HOURS	2023-24	2024-25*	2025-26*
Fremont High School	40	\$59,500.00	\$72,742.00	\$86,461.00
Rocky Mountain Jr. High School	40	\$59,500.00	\$72,742.00	\$86,461.00
Wahlquist Jr. High School	40	\$59,500.00	\$72,742.00	\$86,461.00
Bonneville High School	40	\$59,500.00	\$72,742.00	\$86,461.00
T.H. Bell Jr. High School	40	\$59,500.00	\$72,742.00	\$86,461.00
Snowcrest Jr. High School	20	\$29,750.00	\$36,371.00	\$43,231.00
Two Rivers High School	40	\$59,500.00	\$72,742.00	\$86,461.00
West Field High School	40	-	\$72,742.00	\$86,461.00
Mountain View Jr. High School	40	-	\$72,742.00	\$86,461.00
TOTAL PAID BY DISTRICT		\$357,000.00	\$618,307.00	\$734,919.00

*Estimated Cost

ATTACHMENT A

ROY CITY POLICE DEPARTMENT

COST BREAKDOWN

ROY POLICE	HOURS	2023-24	2024-25*	2025-26*
Roy High School	40	\$59,500.00	\$72,742.00	\$86,461.00
Roy Jr. High School	40	\$59,500.00	\$72,742.00	\$86,461.00
Sand Ridge Jr. School	40	\$59,500.00	\$72,742.00	\$86,461.00
TOTAL PAID BY DISTRICT		\$178,500.00	\$218,226.00	\$259,383.00

*Estimated Cost

ATTACHMENT A

SOUTH OGDEN CITY POLICE DEPARTMENT

COST BREAKDOWN

SOUTH OGDEN POLICE	HOURS	2023-24	2024-25*	2025-26*
South Ogden Jr. High School	40	\$59,500.00	\$72,742.00	\$86,461.00
TOTAL PAID BY DISTRICT		\$59,500.00	\$72,742.00	\$86,461.00

*Estimated Cost

ATTACHMENT A

**HARRISVILLE POLICE DEPARTMENT
COST BREAKDOWN**

HARRISVILLE POLICE	HOURS	2023-24	2024-25*	2025-26*
Orion Jr. High School	40	\$59,500.00	\$72,742.00	\$86,461.00
TOTAL PAID BY DISTRICT		\$59,500.00	\$72,742.00	\$86,461.00

*Estimated Cost

ATTACHMENT A

**PLEASANT VIEW POLICE DEPARTMENT
COST BREAKDOWN**

PLEASANT VIEW POLICE	HOURS	2023-24	2024-25*	2025-26*
Weber High School	40	\$59,500.00	\$72,742.00	\$86,461.00
TOTAL PAID BY DISTRICT		\$59,500.00	\$72,742.00	\$86,461.00

*Estimated Cost

ATTACHMENT A

**NORTH OGDEN POLICE DEPARTMENT
COST BREAKDOWN**

NORTH OGDEN POLICE	HOURS	2023-24	2024-25*	2025-26*
North Ogden Jr. High School	40	\$59,500.00	\$72,742.00	\$86,461.00
TOTAL PAID BY DISTRICT		\$59,500.00	\$72,742.00	\$86,461.00

*Estimated Cost											
Agreement--Uses a 70% SY Base--Phased in over THREE years											
					1.88% CPI			1.88% CPI			
					Base FTE Cost	170,000		173,196		176,452	
					70% of Base Cost	119,000		121,237		123,516	
					50% of SY Base:	59,500		60,619		61,758	
					60% of SY Base:	71,400		72,742		74,110	
					70% of SY Base:	83,300		84,866		86,461	
					Current	Year 1		Year 2		Year 3	
					Costs	50% SY Base	%	60% SY Base	%	70% SY Base	%
					SY 2022-23	SY 2023-24	Change	SY 2024-25	Change	SY 2025-26	Change
School	#	Jurisdiction									
1 Orion JHS	405	Harrisville City		46,875	59,500	26.93%	72,742	22.26%	86,461	18.86%	
2 North Ogden	402	North Ogden City		46,875	59,500	26.93%	72,742	22.26%	86,461	18.86%	
3 Weber HS	704	Pleasant View Ci		46,875	59,500	26.93%	72,742	22.26%	86,461	18.86%	
4 South Ogden	408	South Ogden Cit		46,875	59,500	26.93%	72,742	22.26%	86,461	18.86%	
5 Roy JHS	404	Roy City		46,875	59,500		72,742		86,461		
6 Sand Ridge J	406	Roy City		46,875	59,500		72,742		86,461		
7 Roy HS	708	Roy City		46,875	59,500		72,742		86,461		
		Roy City Sub-Tot		140,625	178,500	26.93%	218,226	22.26%	259,383	18.86%	
8 Mountain View	401	Weber County					72,742		86,461		
9 Rocky Mtn JH	403	Weber County		46,875	59,500		72,742		86,461		
10 T.H. Bell JHS	410	Weber County		46,875	59,500		72,742		86,461		
11 Snowcrest JH	412	Weber County		23,438	29,750		36,371		43,231		
12 Wahlquist JH	416	Weber County		46,875	59,500		72,742		86,461		
13 Bonneville HS	701	Weber County		46,875	59,500		72,742		86,461		
14 West Field HS	702	Weber County					72,742		86,461		
15 Fremont HS	706	Weber County		46,875	59,500		72,742		86,461		
16 Two Rivers H	730	Weber County		46,875	59,500		72,742		86,461		
		Weber County S		304,688	386,750.00	26.93%	618,307	59.87%	734,919	18.86%	
		TOTAL		632,813	803,250.00	26.93%	1,127,501	40.37%	1,340,146	18.86%	
		\$ Change:			170,437		324,251		212,645		
		\$ Change over Current:					494,688		707,333		