



HARRISVILLE CITY

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

MAYOR:
Michelle Tait

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

CITY COUNCIL AGENDA

January 14th, 2025

[Zoom Meeting Link](#)

Meeting ID: 876 5992 9509

Passcode: 357932

7:00 PM City Council Meeting

Presiding: Mayor Michelle Tait

Mayor Pro Tem: Steve Weiss

1. **Call to Order** [Mayor Tait]
2. **Opening**
 - a. Pledge of Allegiance [Council Member Christensen]
3. **Consent Items**
 - a. Approval of meeting minutes for December 10th, 2024 as presented.
4. **Employee Recognition**
 - a. Recognition of Jason Keller.
5. **Business Items**
 - a. YCC Presentation. [Ian Greenhaulgh]
 - b. FY 2024 Audit Presentation. [Rob Wood]
 - c. Discussion for The Governor's Office of Economic Opportunity Rural Communities Opportunity Grant. [Jennie Knight]
 - d. Discussion/possible action to approve Federal Aid Agreement with UDOT for construction of 1750 N. St. [Jennie Knight]
 - e. Discussion/possible action for 2025 City Goals. [Jennie Knight]
6. **Public Comment** – (3 Minute Maximum)
7. **Mayor/Council Follow-up**
 - a. Annual Training – Non-Discrimination, Public Meetings, Social Media.[Brody Flint]
8. **Closed Executive Session** - For the purposes described in UCA 52-4-205(1)(a); for 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
December 10, 2024
363 West Independence Blvd
Harrisville, UT 84404

Minutes of a regular Harrisville City Council meeting held on December 10th, 2024 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

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

Excused: Mark Wilson, Chief of Police,

Staff: Jennie Knight, City Administrator, Justin Shinsel, Public Works Director, Jack Fogal, City Recorder, Brody Flint, City Attorney, Bryan Fife, Parks and Recreation Director.

Visitors: Arnold Tait, Jason Hadley, Glade McCombs, Steve Hood, Kathleen Hahosh.

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 November 12th, 2024 as presented.

Motion: Council Member Weiss made a motion to approve the meeting minutes for November 12th, 2024 as presented, 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 Fawcett, Yes

The motion passed unanimously

4. Employee Recognition.

a. Mayor Tait recognized Jordan Read for his years of service on the Planning Commission.

5. Business Items.

a. 2025 Meeting Schedule

Jennie Knight explained the packet contains the 2025 proposed meeting schedule. The second Tuesday of the month would be Council Meetings and the second Wednesday will be Planning Commission. We would hold extra meetings as needed. Council Member Christensen inquired if it would be beneficial to have Council Meeting after Planning Commission. Jennie Knight explained historically Planning Commission was after Council due to waiting periods for subdivisions but her suggestion is having a second meeting during the month as needed. Council Member Fawcett inquired do we have to have a second meeting or just wait until the next Council Meeting. Jennie Knight explained we could do that. Council Member Fawcett inquired could we switch them. Jennie Knight stated yes, we can if Council wants.

Motion: Council Member Wilhelmsen made a motion to adopt the 2025 meeting schedule, second by Council Member Christensen.

The vote on the motion was as follows:

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

The motion passed unanimously

b. Discussion/possible action to adopt Resolution 24-20; an information technology policy.

Jennie Knight explained staff has been working to identify any gaps in our policy. This policy is required for our audit. It governs the use of social media, email, and any IT accounts. Council Member Jackson inquired if legal council approved. Brody Flint stated he approved the policy.

Motion: Council Member Weiss made a motion to adopt Resolution 24-20; an information technology policy, second by Council Member Fawcett.

The vote on the motion was as follows:

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

The motion passed unanimously

6. Closed Executive Session

- a. Closed Executive Session for the purpose described in Utah Code Annotated §52-4- 205(1)(d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state, if public discussion would: prevent the public body from completing the transaction the best possible terms.**

Motion: Council Member Wilhelmsen made a motion to enter a Closed Executive Session for the purpose described in Utah Code Annotated §52-4- 205(1)(d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state, if public discussion would: prevent the public body from completing the transaction the best possible terms, 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 Fawcett, Yes

The motion passed unanimously

The Mayor and Council Convened into a Closed Executive Session

Motion: Council Member Weiss made a motion to adjourn a Closed Executive Session for the purpose described in Utah Code Annotated §52-4- 205(1)(d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state, if public discussion would: prevent the public body from completing the transaction the best possible terms, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

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

The motion passed unanimously

7. Business Items Cont.

c. Discussion/possible action to approve the property acquisition to extend Wahlen Way.

Jennie Knight explained this property acquisition will extend Wahlen Way through Summit View Phases 1 and 2 and connect to 1100 N. The developer will construct the road through the phases. The right of way contract has been drawn up and sent to the property owner. The City is paying for the cost to cure and site improvements for the road. The cost for the land is \$58,500 and staff is asking for an additional \$3,000 for engineering fees and third-party assessment. Council Member Wilhelmsen inquired if this would be paid with transportation

impact fees and how they worked. Jennie Knight explained yes it will. Impact fees are collected at the time of building permit. The fees can only be expended on items in our Transportation Master Plan.

Motion: Council Member Weiss made a motion to approve the property acquisition to extend Wahlen Way, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

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

The motion passed unanimously

8. Public Comment

Mayor Tait opened the public comment period.

Jason Hadley wanted to share some concerns about the Ben Lomond PID. He stated government exists by the consent of the governed. The governments function is not to grant rights but to protect rights. Part of protecting rights is how taxation is enacted. We accept the necessity of a limited taxation. The power to tax is the power to control. Government should strictly control the amount of tax. The PID has a bright upside for a developer. The developer now has zero risk and all the reward. The people who carry the burden will be the tax payers.

Mayor Tait closed the public comment period.

9. Mayor/Council Follow-up

Justin Shinsel thanked Council and Mayor for the Christmas party. He thanked them for all they do for staff. We are in a hold pattern waiting for the snow to fall. We are ready and will be plowing when it comes. They are checking the City for potholes that need to be filled and trying to identify street lights that are out. They are keeping up on development in the City. Council Member Wilhelmsen inquired about the access from Washington on 1300 N and when a stop sign will be in. Justin Shinsel stated he spoke to the developer and explained they needed to have a stop sign up immediately. He will follow up to make sure they put up a sign as soon as possible.

Bryan Fife thanked Council for their support. We have Santa At The Cabin on Friday from 6PM-8PM and the parade from 4PM-6PM. Mayor Tait inquired where the route is posted for the parade. Bryan Fife stated it should be on the City website.

Jennie Knight explained the Shop With A Hero event will be Saturday at the cabin. The county has asked each city to have a visual display of the impact of housing on cities. Jones and Associates put a board together of approved developments. They have taken our facilities plan and mapped the impact to our utilities. This board will be used by the League of Cities and Towns to show the legislature cities are willing to allow development but the impact to our utilities can affect development in the City. With the current approvals we have approximately

1200 homes that will be built in Harrisville. Mayor Tait stated the League was so impressed with our board they wanted to use as an example to the Legislature.

Council Member Wilhelmsen reported on the Senior Luncheon. The United First Methodist Church provided a choir to sing during lunch. It was a very good experience. There was great interaction between the choir and the participants of the luncheon.

Mayor Tait thanked staff for their effort all year long. She thanked Council for their service this year.

10. Adjournment

Council Member Fawcett motioned to adjourn the 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 Fawcett, Yes

The motion passed unanimously.

The meeting adjourned at 7:35 P.M.

MICHELLE TAIT
Mayor

ATTEST:

Jack Fogal
City Recorder
Approved this 14th day of January, 2025



STATE OF UTAH CONTRACT

The Governor's Office of Economic Opportunity Rural Communities Opportunity Grant Contract

1. **CONTRACTING PARTIES:** This Rural Communities Opportunity Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Opportunity, Center for Rural Development, referred to as the State or "GOEO", and the following Grantee:

City of Harrisville
363 West Independence Blvd
Harrisville, UT 84404

Contact Person: Jenny Knight
Contact Phone: (801) 782-4100 x1000
Contact Email: jknight@cityofharrisville.com

Legal Status of Grantee: Governmental Agency
Vendor #: 55786HB

2. **THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant on a reimbursement basis to Grantee under the Rural Communities Opportunity Grant ("RCOG") program.
3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-8 et seq.
4. **CONTRACT PERIOD:** This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twenty-four (24) months from the effective date shown below.

Effective date: December 12, 2024.

Termination date: December 14, 2026.

5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award of up to \$600,000.00, which represents the maximum amount that will be awarded under this Contract.

Commodity Code: 99999

6. **BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:**
 - a) Grantee agrees to abide by the terms and conditions outlined in Attachment B: Rural Communities Opportunity Grant Terms and Conditions, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
 - b) Grantee shall use the grant funds solely for the purposes outlined in Attachment B: Rural Communities Opportunity Grant Terms and Conditions and Attachment C: Project Plan, which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in and costs allowable under this Contract, program policies and procedures.
 - c) Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall be disbursed during the period shown below, unless extended in writing by the State.



Beginning date: December 12, 2024

Ending date: December 14, 2026

- d) Grantee agrees to demonstrate a funding match which may be provided by any combination of a:
- 1) community reinvestment agency,
 - 2) redevelopment agency,
 - 3) community development and renewal agency,
 - 4) private sector entity,
 - 5) nonprofit entity,
 - 6) federal matching grant, or
 - 7) county or municipality general fund match,

and that total a:

- 1) 10% match for a county of the sixth class,
- 2) 20% match for a county of the fifth class,
- 3) 30% match for a county of the fourth class,
- 4) 40% match for a county of the third class.

Or, for a municipality in any rural county classification, including within the second class, that total a:

- 1) 10% match for a town,
- 2) 20% match for a municipality of the fifth class,
- 3) 30% match for a municipality of the fourth class,
- 4) 40% match for a municipality of the third class.

- e) Grantee is a qualified Rural Community as described in Attachment D: Qualified Rural Counties and Communities incorporated herein.
- f) A County must have a functioning County Economic Opportunity Advisory Board (“CEO Board”) as defined in Utah Code section 63N-4-803 and as further described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the county in which the Grantee is domiciled.
- g) A Rural Community must have a functioning planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission that will act under the same advisory requirements as a CEO Board, as described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the municipality in which the Grantee is domiciled.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities

Attachment B: Rural Communities Opportunity Grant Terms and Conditions

Attachment C: Project Plan

Attachment D: Qualified Rural Counties and Communities

Attachment E: County Economic Opportunity Advisory Board

Any conflict between Attachment A and other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

Grantee’s Application and all governmental laws, regulations, or actions applicable to the grant authorized by



this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.

BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT.

STATE OF UTAH

CITY OF HARRISVILLE

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name: \n1\
Title:
Date:

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name: \n4\
Title: t4\
Date:
Governor's Office of Economic Opportunity

By:
Name:
Date:
Utah Division of Finance

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR SERVICES BETWEEN GOVERNMENT ENTITIES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann.



63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and



Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.
- If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.



32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.

35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED

39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.

41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.

43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)



ATTACHMENT B: RURAL COMMUNITIES OPPORTUNITY GRANT TERMS AND CONDITIONS

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C: Project Plan. Grant funds awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** For the purposes of this grant, a "Rural Community" means a rural county, or a rural municipality as defined in Utah Code Section 63-4-801. Rural communities eligible for the RCOG include counties of the third, fourth, fifth, and sixth class; cities, towns, and metro townships located in counties of the third, fourth, fifth, and sixth class; and municipalities with a population of 10,000 or less in counties of the second class.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
 - b) Grantee shall submit an invoice for 90% of the Contract Amount to be disbursed prior to full completion of the Grantee's project.
 - c) Grantee shall submit an invoice for 10% of the Contract Amount to be reimbursed contingent upon completion of the Grantee's project and submission of the Final Report.
 - d) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
 - e) The final delivery of the Contract Amount shall be distributed as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
4. **REQUIREMENTS FOR REIMBURSEMENT OF GRANT FUNDS:** The State shall make available to Grantee an online portal allowing Grantee to make requests for final reimbursement of the outstanding 10% of grant funds. The Compliance Department of the Governor's Office of Economic Opportunity will examine the key elements in Attachment C: Project Plan, including Project Proposal, Scope of Work, Deliverables and Outcomes, Timeline and Budget to determine reimbursement qualification. In addition to documentation relating to the key elements as stated above, Grantee will submit the following documentation upon final reimbursement request:
 - a) A Letter of Request on entity letterhead specifying the amount requested and certifying that the project is fully completed and all project invoices to Grantee have been paid by Grantee. The Letter of Request shall be signed, and the accuracy of the information verified by a company officer.
 - b) Copies of all invoices and evidence of payment (i.e. checks, bank statements, loan agreements) for work on the project.
 - c) Documentation of Grantee's contribution to the Project Plan equal to or greater than the matching amount as specified in section 6(d) of the contract.
 - d) A Final Report as described herein.
5. **REIMBURSEMENT REQUESTS:** Requests shall be submitted to the State electronically, to the Program Director in the Center for Rural Development and/or the Compliance Department at GOEO. A link to the online portal will be sent to Grantee upon the completion of the processing of this Contract. Grantee shall document that all of the Contract Amount received by the Grantee for this project was spent on efforts towards the project.
6. **SCHEDULE OF PAYMENT:** All reimbursements are subject to performance review of goals and benchmarks established by the Grantee's Project Plan. Grant funds shall be disbursed as follows:
 - a) Reimbursement requests received by GOEO after six (6) months after the Contract End date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
 - b) Contract Amount is payable within sixty (60) days of a complete request, and only after approval of the completion of the project.
 - c) Successful completion will be determined by the State, based on documentation of completion of goals and benchmarks as outlined in Attachment C, and as defined above.
 - d) In no event shall payments exceed the total Contract Amount provided for in this Contract. Funds shall



be disbursed within sixty (60) days of receipt of a complete request from Grantee and approved by the Compliance Department of GOEO, in cooperation with the Program Director.

7. **REPORTING REQUIREMENTS:** On or before September 1 of each year, Grantee shall provide a written report to the State that describes the following information:
- a) The amount of Grant Money the Grantee has received.
 - b) How the Grant Money has been distributed by the Grantee, including:
 - i. What companies or entities have utilized Grant Money,
 - ii. How much Grant Money each company or entity has received, and
 - iii. How each company or entity has used the Grant Money.
 - c) An evaluation of the effectiveness of awarded grants in improving economic development in the county, including:
 - i. the number of jobs created,
 - ii. the infrastructure that has been created, and
 - iii. the capital improvements in the county.
 - d) How much matching money has been utilized by the Grantee and what entities have provided the matching money, and
 - e) Any other reporting, auditing, or post-performance requirements established by the State.

With request for final payment, Grantee shall submit a Final Report to the State. The Final Report shall address the following:

- a) Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Project Plan.
 - b) A description and itemized report detailing how key activities and commitments were accomplished and identifying the deliverables with performance measures as outlined in Attachment C: Project Plan.
8. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
9. **ACCESS TO DATA:** At State's request Grantee shall allow State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
10. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
11. **STATE CONTACT PERSON:** The State designates the current Associate Director of the Center for Rural Development at GOEO or their successor and the Department Program Coordinator, as the contact persons at the Utah Governor's Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
12. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
13. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a



portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract. Grantee agrees to pay any associated collection fees, court, attorney's fees and costs, incurred by the State in collection efforts or caused by the Grantee's breach of this Contract.

14. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

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ATTACHMENT C: PROJECT PLAN

PROJECT PROPOSAL:

The proposed City of Harrisville (“Harrisville”) manufacturing and commercial economic development project aims to stimulate our local economic growth by enhancing infrastructure, creating jobs, promoting small business development, and encouraging sustainable manufacturing/commercial practices.

SCOPE OF WORK:

The project is adjacent to the Weber Industrial Park and near the Business Depot of Ogden and is within proximity to the Union Pacific Railway. A total of 23 acres of land adjacent to rail and freeway access has become available for manufacturing and commercial development with connectivity to Highway 89 in Harrisville. For this expansion to materialize, a new public roadway is necessary to provide high-capacity access to support new manufacturing businesses and local commuter traffic into this area. Approximately 15 acres of the proposed area will be developed into product-producing manufacturing businesses with the remaining 8 acres fronting Highway 89 developed into general commercial businesses.

Harrisville has previously been awarded \$2 million in Federal Appropriation Funding through Representative Blake Moore’s office, along with a partnership with existing manufacturing business HHI Corporation for access to Highway 89 on the new roadway. Harrisville is requesting \$600,000 in funding to complete the roadway project and provide access to this new manufacturing and commercial business development campus.

Project Overview

The project focuses on revitalizing and expanding Harrisville’s manufacturing and commercial area by improving access for additional product-producing business opportunities, fostering entrepreneurship, and increasing our city’s overall competitiveness. Specific challenges facing the community are limited access, competing work force populations, and underdeveloped infrastructure.

Type of Work and Activities – The activities will encompass four main areas:

1. **Infrastructure Development.** This project is to construct a new public roadway (1750 North) which will connect a local collector road, 750 West, to a major arterial, Highway 89 through a two-phase project. The road will serve to provide access to Highway 89 for a planned manufacturing development adjacent to the roadway and will align with a pending mix use development on the other side of the highway. The new road will access State Highway 89 at a planned traffic signal location. (Note that phase one of this roadway is currently being constructed)

Work will include installation of public utilities to serve manufacturing businesses and will provide redundancy in the existing systems. These utilities include sanitary sewer, storm drain, culinary water, secondary water, gas, power, and communications. Roadway construction includes excavation, grading, base course, concrete curb and gutter, and asphalt surface. The installation of a sidewalk along the road will provide use for pedestrian traffic (to allow workers who ride public transit walkable access).

GOAL: Improve transportation, communication, and utility systems to support local manufacturing/commercial businesses and enhance connectivity near Highway 89 by constructing a new roadway 1750 North.

ACTIVITIES: Road improvements, expansion of utility services, and upgrading infrastructure to accommodate new manufacturing and commercial businesses.



COMPLETION METHOD: Collaboration with other local entities, private contractors, and state and federal funding opportunities to execute these projects efficiently. Harrisville City is collaborating with HHI Corporation on the design and alignment of the new roadway connection. Gardner Grove Subdivision has received preliminary approval for the roadway dedication to the city for this connection. Private contractor bids will be solicited, in accordance with Utah State law, to develop and construct the roadway. The new roadway will access Highway 89 at a planned traffic signal location. Construction of phase one of the roadway project is currently underway.

2. Small Business Support.

GOAL: Foster entrepreneurship and manufacturing/commercial business growth in Harrisville City.

ACTIVITIES: Offering business development opportunities with the aid of the Governor's Office of Economic Opportunity (GOEO) grants and other business grants to help increase job opportunities.

COMPLETION METHOD: Partnership with established manufacturing/commercial business organizations, chamber of commerce, and financial institutions to create sustainable support mechanisms.

3. Job Creation and Workforce Development.

GOAL: Generate employment opportunities and equip the local workforce with relevant skills.

ACTIVITIES: Collaborating with Weber State University and Ogden-Weber Tech College to encourage the growth of manufacturing/commercial jobs.

COMPLETION METHOD: Coordinate with Weber State University and Ogden-Weber Tech College as well as established local employers to ensure that training programs align with regional job market needs.

4. Sustainable Manufacturing and Commercial Resource Management.

GOAL: Promote manufacturing and commercial sustainability.

ACTIVITIES: Provide resources and training opportunities through partnership with Weber State University and Ogden-Weber Tech College to supply employees to fill higher paying job positions.

COMPLETION METHOD: Partnering with Weber State University and Ogden-Weber Tech College and established manufacturing/commercial businesses to implement and scale these programs.

Economic Development Goals and Benchmarks.

1. Infrastructure Enhancement.

GOAL: Achieve road access and utility services within the project area within two years.

BENCHMARK: Bi-annual assessments of infrastructure progress and access to utilities for businesses.

2. Business Growth.

GOAL: Support the establishment of at least 10 new businesses within the first 10 years.

BENCHMARK: Regular monitoring of small business support services and grant utilization.

3. Job Creation.

GOAL: Create 250 jobs within the first 10 years.

BENCHMARK: Quarterly tracking of job creation through new businesses and workforce development opportunities.

4. Sustainable Manufacturing Industry.

GOAL: Increase local manufacturing industry production by 25% within 10 years.



BENCHMARK: Monitoring of development projects within the project area.

5. Completion and Execution.

GOAL: The project will be completed through a phased approach over a period of 10 years, with continuous evaluation and stakeholder engagement to adapt to evolving needs. Public-private partnerships, governmental support, and community participation will be key to ensuring successful completion.

BENCHMARK: Bi-annual reviews will ensure that the goals remain on track, and community input will shape the ongoing development of the project to meet local needs. This approach aims to boost manufacturing/commercial resilience, encourage local job markets, and create a thriving economy in Harrisville City.

DELIVERABLES AND OUTCOME:

Harrisville is situated between the Weber Industrial Park and near the Business Depot of Ogden which creates a competitive job market for manufacturing and product producing commercial businesses. Although Manufacturing businesses remain a small portion of Harrisville businesses at this time, existing manufacturing businesses are very robust in nature. This is shown in notable resilience through our manufacturing leader and partner HHI Corporation, which relocated to Harrisville City in 2011 with approximately 60 employees and has grown to 150 employees. This success is an example of what additional manufacturing growth can bring to Harrisville’s manufacturing and business community.

Harrisville City is unique in the permitting of “Planned Manufacturing Zone” in our land use code, which allows for manufacturing of raw material businesses in our community and does not include restriction to “Light Manufacturing.” In Spring of 2024, additional property was rezoned as manufacturing, creating new opportunity for growth and development in this very vital sector. Allowance of additional manufacturing businesses will increase stability in Harrisville City’s economy. Harrisville City staff recently met with Utah Inland Port Authority to discuss the possibility of annexing this project area into the Weber Inland Port. Future discussion will continue during Spring of 2025 to see if this is a viable option.

The Harrisville Public Works Complex is the first phase of this roadway development (1750 North) which began in January of 2024 and is scheduled for completion in February 2025. The second phase of the roadway development includes the remaining portion of the new city roadway from the west connection on 750 West to the east connection on Highway 89. Any grant proceeds from the Rural Communities Opportunities Grant will be contributing to the second phase construction of 1750 North.

Job Creation and Workforce Development.

1. **GOAL:** Generate employment opportunities and equip the local workforce with relevant skills.

ACTIVITIES: Collaboration with Weber State University and Ogden-Weber Tech College to encourage the growth of manufacturing/commercial jobs.

COMPLETION METHOD: Coordinate with Weber State University and Ogden-Weber Tech College as well as established local employers (HHI Corporation) to ensure that training programs align with regional job market needs.

2. Sustainable Manufacturing and Commercial Resource Management.

GOAL: Promote manufacturing and commercial sustainability.

ACTIVITIES: Provide resources and training opportunities through partnership with Weber State University and Ogden-Weber Tech College to supply employees to fill higher paying job positions. Current manufacturing anchor HHI Corporation has received more than \$658.5M in federal contracts. The average HHI Corporation salary ranges from approximately \$45,614 per year for Construction Assistant to \$112,708 per year for Design Manager.

COMPLETION METHOD: Partnering with Weber State University and Ogden-Weber Tech



College and established manufacturing/commercial businesses to implement and scale these programs.

Economic Development Goals and Benchmarks.

1. Infrastructure Enhancement.
 - a. Achieve road access and utility services within the project area within two years.
 - b. Bi-annual assessments of infrastructure progress and access to utilities for businesses.
2. Business Growth.
 - a. Support the establishment of at least 10 new businesses within the first 10 years.
 - b. Regular monitoring of small business support services and grant utilization.
3. Job Creation.
 - a. Create 250 jobs within the first 10 years.
 - b. Quarterly tracking of job creation through new businesses and workforce development opportunities.
4. Sustainable Manufacturing Industry.
 - a. Increase local manufacturing industry production by 25% within 10 years.
 - b. Monitoring of development projects within the project area.

BUDGET:

Current City of Harrisville expenditures from Lease Revenue Bonds Series 2022 is \$735,329.76 for phase one of the roadway projects. The remaining total anticipated cost of the 1750 North Roadway Project is outlined in an Engineer's Cost Estimate at \$2,999,689.50. Harrisville City has been awarded \$2 million in Federal Appropriations Funds through Representative Blake Moore’s office. Harrisville City is seeking \$600,000 in Rural Community Grant to supplement the project costs.

The design of the proposed roadway has been completed and the project will go out to bid in Spring 2025. Construction of the second phase of the roadway will take place in Summer of 2025. All additional expenditures will be paid from Class B, Class C Road Funds, and/or Transportation Impact Fees.

HARRISVILLE CITY
1750 N Roadway Project

	DESCRIPTION	ACTUAL
	TOTAL COST FOR PROJECT	\$ 3,735,019.26
Phase 1		
	Expended Funds to Date	\$ 735,329.76
	2022 Lease Revenue Bond Expenditure	\$ 493,043.76
	<i>Water line</i>	\$ 242,286.00
Phase 2		
	Engineering Cost Estimate	\$ 2,999,689.50
	Class B & C Road Funds	\$ 999,689.50
	Fed Approp. Funding (Matching Funds)	\$(2,000,000.00)
	Rural Communities Opportunities Grant	\$ (600,000.00)



ATTACHMENT D: QUALIFIED RURAL COUNTIES AND COMMUNITIES

Rural counties in the State of Utah of the third, fourth, fifth, or sixth class that have created and have an active CEO Board; or, a city, town, or metro township located within the boundaries of a rural county; or, a municipality with a population of 10,000 or less in a county of the second class with an active planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission are eligible to apply for the RCOG. Rural counties, by classification (State Code 17-50-501), are:

Counties of the Third Class (Population of 40,000 or more, but less than 175,000)

- Cache County
- Tooele County
- Box Elder County
- Iron County
- Summit County

Counties of the Fourth Class (Population of 11,000 or more, but less than 40,000)

- Uintah County
- Wasatch County
- Sanpete County
- Sevier County
- Carbon County
- Duchesne County
- San Juan County
- Millard County
- Morgan County
- Juab County

Counties of the Fifth Class (Population of 4,000 or more, but less than 11,000)

- Emery County
- Grand County
- Kane County
- Beaver County
- Garfield County

Counties of the Sixth Class (Population less than 4,000)

- Wayne County
- Rich County
- Piute County
- Daggett County

Qualified rural municipalities (incorporated municipalities within a county of the third, fourth, fifth, or sixth class) by classification (State code 10-2-301), are:

- A municipality with a population of 30,000 or more but less than 65,000 is a city of the third class
- A municipality with a population of 10,000 or more but less than 30,000 is a city of the fourth class
- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town



Qualified incorporated municipalities in a county of the second class with populations of less than 10,000 are:

- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town

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ATTACHMENT E: COUNTY ECONOMIC OPPORTUNITY ADVISORY BOARD

"CEO Board" means a County Economic Opportunity Advisory Board as described in Utah Code Section 63N-4-803.

**Note: For a municipality to qualify for a RCOG it must have a functioning planning and zoning commission, or a duly organized municipal economic opportunity advisory board or commission, that will act under the same advisory requirements as a CEO Board.*

Each rural county that seeks to obtain a RCOG shall create a CEO Board composed of at least the following members appointed by the county legislative body:

- a county representative,
- a representative of a municipality in the county,
- a workforce development representative,
- a private-sector representative, and
- a member of the public who lives in the county

The county legislative body may also appoint additional members with experience or expertise in economic development matters. In appointing members of the CEO Board, the county legislative body may consider gender and socioeconomic diversity.

Each CEO Board shall assist and advise the county legislative body on:

1. applying for a RCOG,
2. what projects should be funded by grant money provided to a rural county under the program, and
3. preparing reporting requirements for grant money received by a rural county under the program.

CEO Boards are subject to Utah Code § 52-4-101 through 52-4-305, and are expected to abide by ethics in governance, and conflict of interest practices.

Appointment and Terms of CEO Board Members

1. Appointment and Terms:
 - a. The county legislative body shall appoint each new member or reappointed member to a four-year term. It is encouraged that an appointed member of the CEO Board be limited to serving two (2) consecutive terms.
 - b. The county legislative body shall, at the time of appointment or reappointment, adjust the length of terms to ensure that the terms of advisory committee members appointed by the county legislative body are staggered so that approximately half of the appointed advisory committee members are appointed every two years.
2. The CEO Board shall elect a chair of the advisory board. It is encouraged that a CEO Board Chair serves for no more than two (2) consecutive years.
3. The CEO Board shall elect annually a vice chair from the advisory board's members.
4. When a vacancy occurs in the membership for any reason, the county legislative body shall appoint the replacement for the unexpired term.



5. A majority of the CEO Board constitutes a quorum for the purpose of conducting advisory board business and the action of a majority of a quorum constitutes the action of the advisory committee.

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