



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

February 13th, 2024

[Zoom Meeting Link](#)

Meeting ID: 881 9891 4586

Passcode: 964820

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 Jackson]
3. **Consent Items**
 - a. Approval of meeting minutes January 9th, 2024 and January 23rd, 2024 as presented.
4. **Employee Recognition**
 - a. Jason Keller - FOP Member of the Year
 - b. Jennie Knight and Glen Gammell for Years of Service
5. **Business Items**
 - a. **Public Hearing** – to receive input from the public for and/or against the proposed resolution, Harrisville Resolution 24-02; a resolution amending the FY 2024 budget.
 - b. Discussion/possible action to adopt Harrisville Resolution 24-02; a resolution amending the FY 2024 budget. [Jennie Knight]
 - c. Discussion/possible action to adopt Harrisville Resolution 24-01; an interlocal agreement with Weber County for Technical Forensic Services. [Mark Wilson]
 - d. Discussion/possible action to adopt Harrisville Resolution 24-03; to approve a contract with R&O Construction for general contracting services related to the Public Works Facility. [Jennie Knight]
 - e. Discussion/possible action to approve options related to the North View Fire addition to the Public Safety Building.[Jennie Knight]
 - f. Discussion/possible action to adopt Harrisville Resolution 24-04; a resolution amending the Harrisville Consolidated Fee Schedule. [Jennie Knight]
6. **Public Comments** – (3 Minute Maximum)
7. **Mayor/Council Follow-Up**
8. **Adjournment**

The foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website 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
January 9, 2024
363 West Independence Blvd
Harrisville, UT 84404**

Minutes of a regular Harrisville City Council meeting held on January 9th, 2024 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

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

Excused: Council Member Jackson, Bryan Fife, Parks and Recreation Director,

Staff: Jennie Knight, City Administrator, Brody Flint, City Attorney, Mark Wilson, Chief of Police, Justin Shinsel, Public Works Director, Jack Fogal, City Recorder, Brody Flint, City Attorney, Jessica Hardy, Finance Director.

Visitors: Arnold Tait, Kevin Butters, Amy Christensen, Donovan Alabaster, Tyler King, Kris Fawcett, Diana Wilhelmsen, Rob Wood.

1. Call to Order.

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

2. Opening Ceremony.

Council Member Christiansen opened with the Pledge of Allegiance.

3. Oath of Office

Jack Fogal administered the Oath of Office to Karen Fawcett, Grover Wilhelmsen, and Blair Christensen.

4. Consent Items

a. Approval of Meeting Minutes for December 12, 2023 as Presented.

Motion: Council Member Weiss made a motion to approve the meeting minutes for December 12th, 2023 as presented, 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, Excused
Council Member Fawcett, Yes

The motion passed unanimously

b. Discussion/possible action on advice and consent to Mayor’s appointment for Mayor Pro Tem.

Mayor Tait recommended Council Member Weiss as Mayor Pro Tem.

Motion: Council Member Christensen made a motion to approve the appointment of Council Member Wiess for Mayor Pro Tem, 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, Excused
Council Member Fawcett, Yes

The motion passed unanimously.

5. Business Items.

a. Discussion/possible action to approve the hiring of a part time crossing guard.

Jennie Knight reminded Council in July they approved Resolution 23-11; an interlocal agreement with UDOT to create a drop off zone for Majestic Elementary on 2425 N. Since the completion of the project the City has received multiple complaints of unsafe traffic crossings. Staff is recommending the City provide a crossing guard and put-up flashing school zone lights. Staff has prepared a cost estimate for the lights and the job posting. Council’s permission is needed to create a new job position and expend the funds for the crossing light. This was not included in this year’s fiscal budget; the budget would need to be amended when it is opened later this year. Council Member Christensen inquired if we have any other crossing guards in the City. Jennie Knight explained there is another crossing guard on 2550 N but that position is through Pleasant View City. Mayor Tait asked when they would like the position to start. Jennie Knight clarified as soon as possible. Council Member Weiss inquired about the cost. Jennie Knight explained the average salary is between \$15 and \$18 per hour for a crossing guard. Staff’s estimate is the crossing guard will be needed two hours per day. Justin Shinsel answered there are three different options for lights ranging from \$6,000 to \$12,000. His recommendation is the \$6,000 option, it meets all of our needs. He has extra in his budget to cover the cost of the signs but needs Council’s approval to expend the funds. Staff has scheduled a meeting with the school district on January 10, about cost sharing. Council Member Wilhelmsen inquired if there is a lock on the light to prevent vandalism. Justin Shinsel clarified yes, the crossing guard and public works will be the only ones with the key. Council Member Fawcett asked how many signs we were proposing to install. Justin Shinsel explained two, one at each end of the school zone.

Motion: Council Member Weiss made a motion to approve the hiring of a part time crossing guard and the funds for the signs, second by Council Member Christiansen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Weiss, Yes
Council Member Christensen, Yes

Council Member Jackson, Excused
Council Member Fawcett, Yes

The motion passed unanimously.

b. Fiscal Year 2023 Audit Presentation

Rob Wood with HBME presented on the FY 2023 audit. He is the lead for their auditing department with a specialty in governmental accounting. A large focus of the audit is making sure the City's financial statements are conducted according to standard accounting practices. This is the first year HBME has audited the City. There are some issues that need to be fixed but staff has taken proactive steps to learn and fix the mistakes. He discussed the independent auditor's report that had eight findings. In the report he provided a side-by-side comparison of fiscal year 2022 to fiscal year 2023. Total governmental assets went from \$17,900,000 in 2022 to \$29,400,000 in 2023. There was a large increase in liabilities and cash due to issuing a \$9,000,000 bond for the public works and public safety building. Overall, the City is operating relatively healthy except for the garbage fund which is operating at a deficit. Per state code you cannot have a deficit in a fund, we must budget to avoid a deficit. The City will need to look at transferring funds from a different line item to cover the deficit or raising rates. There is a net pension liability which shows the City's participation in URS. It ebbs and flows according to the market. In 2022 there was no net pension liability across the state. The City is contributing what it needs to on a bi-weekly basis. This is a paper liability and can change very quickly. In the General fund the state looks at assigned and unassigned general funds balance. They take that balance and divide it by the general fund operating revenue. That calculation must be between 5 and 35%. We are currently at 37.3% approximately \$120,000 over the allowable amount. This is better than being under, it means the City can expend those extra funds to line items like capital projects. This fund can be hard to predict because you have to make guesses at what taxes will be for the budget and the exact amount will not be known until those taxes are received. Overall, the general fund is healthy; there was a \$345,000 increase. He recommends creating a debt service fund instead of using the capital project fund to hold bond payments. \$200,000 cash will be moved to the debt service fund to make bond payments. This will make it easier to track. General fund is the main operating fund for the City. Revenues came in at \$5,200,000 budgeted at \$4,500,000. There was a \$715,000 increase in those categories. The largest increase was in licenses and permits which was up \$194,000. That fund can fluctuate year to year based on development and what permits are issued. The second largest increase was \$161,000 in interest income. There was a finding with certain taxes not being reported in the correct fiscal year. Certain agencies do not provide the tax revenue in the month they are to be recorded. An example; anything from the state tax commission will be two months behind. Items received in July are meant to be recorded in May. Training was provided to staff on where to find the dates the taxes should be recorded in. Rob Wood along with staff made the adjustments to fix what year the taxes were reported in. There was a \$6,000,000 bond issued in June of 2022. This was recorded in Fiscal Year 2023 which started in July. The correct way to record it was at the issuance date of June of 2022 Fiscal Year 2022. The City sold the public works building and removed the land value but not the building value. Compensated absences were reviewed and found there is a potential payout for sick time. If an employee retires, they are eligible for a payout on sick leave hours. That is a liability that was not recorded. There were two vehicles leased in September of 2021 which were not recorded on financial statements. All issues found during the audit were fixed and staff has been provided with additional training. Staff has implemented additional internal controls to avoid future problems. Mayor Tait thanked Rob Wood for providing an in-depth audit and the presentation of results.

Motion: Council Member Wilhelmsen made a motion to accept the audit as presented, second by Council Member Fawcett.

The vote on the motion was as follows:

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

The motion passed unanimously.

6. Public Comment

Mayor Tait opened the public comment period.

No public comment was offered.

Mayor Tait closed the public comment period.

7. Mayor/Council Follow-Up.

Chief Wilson explained they just received a grant for new car cameras for the officers' patrol cars. They have been working with the Public Works department to enforce winter parking ordinances.

Justin Shinsel explained that the new public works facility construction is moving forward. They will start moving dirt next week. A new contractor has been selected and he is excited to move forward. On Sunday a storm dropped almost nine inches of snow in a few hours. Public Works knew they would be plowing but did not expect that much snow in such a short time. As calls have come in Public Works has been taking the skid steer and the backhoe out to clean any extra areas. The parks and pathways in the parks have been cleared. There were no major accidents reported. Public Works started plowing at 1 A.M. on Sunday and did not stop until 1 P.M. Sunday afternoon. The current forecast calls for more snow this week, they are making preparations now to create the best conditions possible. His cell phone is always on if Council receives a complaint that a resident has been blocked in or has an issue, please let him know asap.

Jennie Knight thanked Rob Wood for the audit presentation. She thanked Jessica Hardy for her help in getting our financials to where they need to be. The City is happy to have a new auditor that caught the issues. We want to be managing our finances correctly and we appreciate knowing what we need to do to improve. There is a retreat on January 23rd at 6 P.M. We will go over budget findings and upcoming items. Brody Flint will also provide training.

Council Member Wilhelmsen reported on the Senior Luncheon. There were several new faces. He wants to set up a phone tree to remind people about the luncheon.

Council Member Wiess inquired about the progress of cabin pictures with the history committee. Jennie Knight clarified she will seek more information and report back to Council.

- 8. Closed Executive Session** – A closed executive session for the purposes described under UCA §52-4-205(1)(c); strategy sessions to discuss pending or reasonably imminent litigation.

Motion: Council Member Christensen made a motion to enter a Closed Executive Session for the purpose described under UCA §52-4-205(1)(c); strategy sessions to discuss pending or reasonably imminent litigation, 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, Excused
Council Member Fawcett, Yes

The motion passed unanimously.

Motion: Council Member Weiss made a motion to close a Closed Executive Session for the purpose described under UCA §52-4-205(1)(c); strategy sessions to discuss pending or reasonably 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, Excused
Council Member Fawcett, Yes

The motion passed unanimously.

9. Adjournment

Council Member Christensen 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, Excused
Council Member Fawcett, Yes

The motion passed unanimously.

The meeting adjourned at 8:15 P.M.

MICHELLE TAIT
Mayor

ATTEST:

Jack Fogal
City Recorder
Approved this 13th day of February, 2024

DRAFT

MINUTES
HARRISVILLE CITY COUNCIL AND PLANNING COMMISSION WORK SESSION
January 23, 2024
725 W Harrisville Road
Harrisville, UT 84404

Minutes of a regular Harrisville City Council meeting held on January 23, 2024 at 6:00 P.M. at the Harrisville City Cabin, 725 W Harrisville Rd., Harrisville, UT.

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

Planning Commission: Nathan Averill, Chad Holbrook.

Excused: Brad Elmer, Jordan Read, Bill Smith.

Staff: Jennie Knight, City Administrator, Brody Flint, City Attorney, Mark Wilson, Chief of Police, Justin Shinsel, Public Works Director, Jack Fogal, City Recorder, Brian Fife, Parks and Recreation Director, Jessica Hardy, Finance Director,

Visitors:

1. Welcome and Agenda Overview

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

2. Training

a. Open and Public Meetings Act

Brody Flint conducted training for the Open and Public Meeting Act. The intent behind this act is to make sure we conduct City business in public. A meeting is any time there are three or more elected members together. That includes talking about City business at church or any other location where members could meet. All City meeting agendas need to be posted publicly. A meeting is not a chance gathering. Closed meetings can only be held for very specific reasons. It must legally be noticed and start as a public meeting and end as a public meeting. All conversation in the closed meeting must be specific to the topic of the closed meeting. You must have a written record of minutes for all public meetings.

b. Non-Discrimination and Harassment Training

Brody Flint presented the Non-Discrimination and Harassment Training. The purpose of this training is to recognize when harassment is happening in the work place, prevent unlawful conduct, understanding complaints, and avoiding costly claims. He explained what a protected class is and identified federally recognized protected classes. He provided definitions of discrimination and harassment. Sexual harassment can fall under quid pro quo or a hostile environment. He is recommending that department heads ask their employees in their yearly review if they are experiencing any form of harassment or discrimination, and if they know where to report it. Department heads need to make sure there is no unwanted physical touching in their departments. Anyone can be the victim or perpetrator of harassment or discrimination.

Make sure everyone knows to report harassment if it occurs. If you ever see an issue talk to Brody Flint immediately.

3. 750 W. Municipal Complex Update

a. Public Works Building

Jennie Knight provided an update for the public works building. Over a year ago the City brought on a Construction manager/General contractor (CMGC) to help design a building without exceeding our budget. In August we sought bids for the project. In September the bids came back \$1,500,000 over budget. Upon review of the CMGC calculations many egregious errors were found. We terminated our contract with the CMGC project provider. Staff worked with the architect to change the building plans to fit the budget. We resubmitted the project for bids and they came back within budget. In February the new bid will be brought to City Council for approval. The architects that we worked with did a great job designing what we needed and making it very durable. The architecture company bill came in approximately \$56,000 over the original bid but they helped to save us \$1,500,000 because of the changes they made after the first bids came in over budget. Justin Shinsel explained that they have started digging footings and foundation; but have had difficulty finding native material. The project will need approximately eighteen inches of additional fill. This may increase cost a little but it is being worked through. He feels really confident in the new contractor and their ability to bring the project in close to budget.

b. City Hall and Public Safety Building

Jennie Knight explained the City has put out an RFP for the City Hall and Public Safety Building. Blalock and Associates were selected as the architects to design the new building. Staff has met with the architects and toured local departments to see what designs they would like to incorporate into the new building. Architects and staff have sat down and looked at needs and wants. Marcus Keller, Crews and Associates, was involved to help determine what options are available for the City partnering with North View Fire District. This partnership could potentially make us eligible for more grants and funding. Marcus Keller provided three scenarios for our partnership with the District. Option one includes the City bonding for the District's department to be built; which would include an interlocal agreement with North View Fire to make the bond payments. The second option is North View Fire would issue the bonds for their new building still attached to the City building. The third option is they build a separate building. They would buy land in the municipal complex and build their own building with no shared space with the City buildings. Council Member Jackson stated that he has been serving on the board for the Fire District and they are in favor of adding a station in Harrisville. They like the idea of sharing resources. Council Member Wilhelmsen inquired if North View Fire has the funds to pay for it or will they need to raise taxes. Jennie Knight stated she is unsure what North View Fire's financial situation is. She does not know if they need to raise taxes on the fire district. She wanted Council to consider that with interest rates dropping, the City could refinance the series 2022 and series 2023 bonds. Those rates are being watched very closely and if they drop low enough staff will present it to Council for their decision. The downside of refinancing the bonds is the new bonds would not be callable for ten years.

4. Budget Discussion for Fiscal Year 2025

Mark Wilson asked for three new vehicles for the police department. They normally acquire two vehicles a year. Since Council approved the hiring of a new officer, they need an additional vehicle for that officer. He is looking at purchasing 2024 models instead of 2025. It would mean they need to be purchased in April not in July like normal. It would provide a savings of \$6800 a

vehicle. The equipment line item in his budget is going down. There is a new line-item drone maintenance and supplies. Council Member Jackson asked if there is enough in the motor pool budget to purchase the vehicles now. Mark Wilson answered yes there is enough money. Council Member Jackson inquired if the old cars are being sold outright or sent to auction. Mark Wilson clarified that they are still sent to auction. There is a bigger demand at auction for them. Nathan Averill asked what is the difference between the 2024 and 2025 vehicles. Mark Wilson answered there really is not a difference.

Bryan Fife explained he is asking for an increase of \$6,500 for Building and Grounds Fund. It is for hiring a contracted company for fertilizing. The Fall Festival line item has increased by \$500. He would like to hire a part time summer help employee. The cost would be approximately \$14,000. He has hired a new parks lead who has previous experience in Syracuse. He is excited for him and what he brings to the department. Council Member Wilhelmsen asked how the trails were looking at the park. Bryan Fife stated they are probably due for some attention. The playground has been installed but they are waiting on the wood chips before the project can be finished. It will remain fenced off until it is completed.

Justin Shinsel explained they are looking at doing a crack seal project for the walkways at the park. It would have to wait for spring or summer. Public works budget is a little different because it comes from two funds. The General Fund and Enterprise Funds. He is asking for a \$20,000 decrease in the General Fund. He will utilize money from the Road Fund instead. He is asking to use fund balance in some Enterprise Funds to cover some costs for the new building. They are going to owner furnish a generator and some new equipment. They want to update the equipment so it will last the next 25 to 30 years with the new shop. The budget for the roads will increase about \$140,000. The sewer increase is about \$300,000. The increase to the Equipment line item is a place holder for the new equipment. By purchasing them without a contractor it saves the City approximately five percent.

Jennie Knight reminded Council that the City's General fund has a balance of \$120,000 more than the state allows. Staff is proposing using \$54,000 to pay the architect from the Public Works building. The remainder would be moved to the Garbage Fund. Historically, we have tried to balance the Garbage Fund by raising rates and then Waste Management raised their rates. The auditor provided a few options. One option would be borrowing from a different Enterprise Fund to balance the Garbage Fund. The issue with this option is the fund have to be paid back to the Enterprise Fund with interest. The second option is to pass a resolution increasing the cost for garbage and waste services enough to cover the deficit. Staff recommendation is to transfer fund of \$70,000 from the General Fund and work with Waste Management to see where their costs will be next year. It's a tricky balance because Bona Vista bills the residents and pays the City. The City then pays Waste Management and the full cost is not recouped. Justice Court wages will decrease because it will be split with the building department. Public notice costs will increase a little; this is due to increase in costs to post some required notices in the newspapers. There will be an increase in IT services to cover the costs for emails and phones due to new employees being added.

Jennie Knight provided an update for the Ben Lomond development. The original developer is looking to sell the project. A few new developers have reached out with questions regarding what changes can be made. It has been communicated to developers that any changes that they want to make needs to be approved by Council. We are hopeful that some of these groups

are large enough to take on the project and finish it. Developers have inquired where the City stands with PIDs (Public Infrastructure Districts).

5. Adjournment

Mayor Tait adjourned the meeting and thanked everyone for their time and participation.

The meeting adjourned at 7:48 P.M.

MICHELLE TAIT

Mayor

ATTEST:

Jack Fogal

City Recorder

Approved this 13th day of February, 2024

February 6, 2024

Re: Fiscal Year 2023-2024 Re-Opened Budget

Dear Mayor & Council,

Per State Statute, municipalities are allowed to re-open their fiscal year budgets twice a year. That being said, staff is recommending the following re-open budget items for the fiscal year 2023-2024 budget:

- Transfer \$71,000 from the General Fund fund balance to the Garbage Fund to cover the fund deficit at the end of fiscal year 2023.
- Transfer \$54,000 from the General Fund fund balance to the Capital Projects fund to cover the additional architectural services on the Public Works Complex.
- Approve the advance purchase of three police vehicles from the Internal Service Fleet fund with an estimated total cost of \$160,000. These will be budgeted in the Fiscal Year 2024-2025 Budget.
- Approve the purchase of a generator for the Public Works Complex from the Capital Projects Fund using Interest Earnings within the Capital Projects Fund with an estimated cost of \$45,360.43.
- Approve the hiring of a full-time Police Officer using COPS grant funding to cover the 1st year of salary and any applicable benefits within the General Fund. Any unused grant funds will roll over into the fiscal year 2024-2025 budget to continue covering this position.
- Approve the hiring of a part-time Seasonal Recreation position which will begin in April/May 2024 in the General Fund using Interest Earnings with an estimated cost of \$14,500.
- Approve the addition of a part-time Crossing Guard in the Police Department within the General Fund for the remainder of the 2023/2024 school year with an estimated cost of \$3,000.

Let me know if you have any questions.

Respectfully submitted,

Jessica Hardy
Finance Director

**HARRISVILLE CITY
RESOLUTION 24-02**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2024 AMENDED
BUDGET FOR HARRISVILLE CITY, UTAH, FISCAL YEAR
ENDING JUNE 30, 2024.**

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

WHEREAS, Utah Code Annotated §10-6-128, as amended, states in effect:

“After the conclusion of the hearing, the governing body, by resolution or ordinance, may amend the budgets of the funds proposed to be increased, so as to make all or part of the increases therein, both estimated revenues and appropriations, which were the proper subject of consideration at the hearing. Final amendments in the current period to the budgets of any of the funds set forth in Section 10-6-109 shall be adopted by the governing body on or before the last day of the fiscal period.”

WHEREAS, the City adopted its Fiscal Year 2024 budget previously and desires to amend that budget according to the terms of the amended budget presented herein, with the referenced changes;

WHEREAS, Title 10, Chapter 6, of the Utah Code Annotated provides the procedure for the City to amend its budget;

WHEREAS, the legislative body, in accordance with state law, held its public hearing on February 13, 2024, to take public comment regarding the amended budget for the above referenced fiscal year and such budget was presented as contained herein;

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

Section 1. Budget Amendment.

That the Harrisville City Council amends the budget for FY 2024 as per the attached budgetary forms incorporated herein by this reference, with the changes indicated therein.

Section 2. Compliance and Submission.

That staff is authorized to make any modification to said budget to conform with the submission requirements of state law. That said amended budget adopted herein in accordance with the requirements of the laws of the state of Utah shall be immediately forwarded by staff to the State Auditor within thirty (30) days.

Section 3. Effective Date.

This Resolution shall be effective immediately upon passage and adoption.

PASSED AND ADOPTED by the Harrisville City Council this 13th day of February, 2024.

MICHELLE TAIT, Mayor

ATTEST:

Jack Fogal, City Recorder

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

DRAFT

**HARRISVILLE CITY
RESOLUTION 24-01**

**INTERLOCAL AGREEMENT WITH WEBER COUNTY FOR THE PROVISION
OF TECHNICAL FORENSIC SERVICES**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, APPROVING AN
INTERLOCAL AGREEMENT BETWEEN HARRISVILLE CITY AND WEBER
COUNTY FOR THE PROVISION OF TECHNICAL FORENSIC SERVICES.**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1983 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; and

WHEREAS, Title 11, Chapter 13, Section 202.5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving interlocal agreement before such agreements may become effective; and

WHEREAS, Weber County and Harrisville City have negotiated an Agreement for the purpose of providing technical forensic services;

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

NOW, THEREFORE, the City Council of Harrisville City hereby resolves to enter into the attached Interlocal Agreement with Weber County for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved. The Mayor is hereby authorized to execute said agreement on behalf of the City.

PASSED AND ADOPTED this _____ day of _____, 2024.

HARRISVILLE CITY:

Roll Call Vote is as follows:

MICHELLE TAIT, Mayor

Mr. Wilhelmsen Yes No

Mr. Weiss Yes No

Mr. Christensen Yes No

Mr. Jackson Yes No

JACK FOGAL, City Recorder

Ms. Fawcett Yes No

**INTERLOCAL AGREEMENT FOR THE
PROVISION OF TECHNICAL FORENSIC SERVICES**

This agreement is made effective the 1st day of July 2025 and is entered into by and among the following jurisdictions: Harrisville, Morgan County, North Ogden City, Ogden City, Pleasant View, Riverdale City, Roy City, South Ogden City, Weber State University, and Weber County for itself and on behalf of Farr West City, Hooper City, Huntsville, Marriott-Slaterville, Plain City, Uintah, Washington Terrace and West Haven.

RECITALS

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter agreements for a public agency to provide law enforcement services to one or more other public agencies; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, the provision of effective and efficient technical forensic services requires specially trained personnel and the deployment of specialized equipment; and

WHEREAS, Weber County Sheriff's Office has the expertise to provide such technical services for the law enforcement agencies in Weber County and has been providing such services for approximately 25 years; and

WHEREAS, the Weber County Sheriff's Office is willing to continue to provide such services for law enforcement agencies in Weber County;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, the above-named jurisdictions which are parties hereto, hereinafter referred to as "Jurisdictions" and Weber County, by authorization of the Board of County Commissioners and through the Weber County Sheriff's Office, hereinafter referred to as "Provider," do mutually agree and undertake as follows:

**SECTION ONE
TERM**

- A. This Agreement shall be for a period of 20 years, commencing on July 1, 2025, and continuing through June 30, 2045, unless otherwise terminated as herein provided.
- B. Any participant may terminate any rights and obligations under this Agreement at any time, with or without cause, by giving 180 days written notice of its intent to withdraw from this Agreement.

SECTION TWO

SCOPE OF PROVISION OF TECHNICAL SERVICES

- A. Beginning on the commencement date, Provider shall:
1. Provide trained forensic technicians to requesting agencies who are associated with Jurisdictions which are parties to this Agreement utilizing response criteria established by the Advisory Board.
 2. Have said technicians respond to crime scenes on a daily 24 hour basis pursuant to protocol established by the Advisory Board.
 3. Have said technicians process the crime scene, collect, secure and preserve evidence and transport all evidence for forensic analysis by properly trained technicians.
 4. Analyze as necessary, all evidence gathered at a crime scene and elsewhere.
 5. Provide technicians and analysts to testify in court proceedings as necessary.

SECTION THREE ADVISORY BOARD

- A. There is hereby created an Advisory Board which shall consist of the chiefs of all the participating police departments as well as the Weber County Sheriff and the Weber County Attorney. Only Jurisdictions who have entered into this Agreement shall have a seat on the Advisory Board.
- B. The duties of the Advisory Board in regard to this Agreement shall be to:
1. Determine the protocol of response when requests are made to the Provider for assistance.
 2. Resolve complaints and concerns expressed by the Jurisdictions and/or Provider.
 3. Periodically review and evaluate the performance of the Provider under this Agreement.
 4. Assist in obtaining funding to support this Agreement through a yearly evaluation of assessments to participants and through requests for alternative funding from state, federal, or private sources.

SECTION FOUR COMPENSATION

- A. Each year in September, CSI shall prepare a budget, with input from the Advisory Board,

and present it to the Board of Weber County Commissioners for approval. Once the Board of County Commissioners approves the budget, CSI will invoice each jurisdiction for their percentage of the total approved budget. The percentage owed by each jurisdiction will be calculated based on the jurisdiction's population and the average number of calls made to CSI in the prior three years. The Jurisdictions will pay their invoice by July 1st of each year beginning on July 1, 2025.

- B. Jurisdictions not a party to this Agreement will be billed at a rate of \$150/person per hour for services provided by the Weber County Sheriff's Office.

SECTION FIVE MISCELLANEOUS

- 5.01** Amendments. This agreement may be amended in whole or in part at any time by a written amendment approved and signed by all Parties in the manner provided by law.
- 5.02** Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
- 5.03** Broad Construction. It is the intent of the Participants that the joint and cooperative undertaking contemplated in this Agreement be broadly construed to include all actions, undertakings and objectives necessary to accomplish the purposes and objectives set forth herein.
- 5.04** Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 5.05** Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 5.06** Documents on File. Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.
- 5.07** Effective Date. This Interlocal Agreement shall become effective immediately upon the execution of a resolution authorizing this Agreement by each of the Participants.
- 5.08** Employee Status. It is expressly understood and agreed by the parties hereto that any and all personnel furnished by the Weber County Sheriff's Office under the terms of this Agreement shall remain employees of Weber County Sheriff's Office, will abide by all of the rules and regulations of the Weber County Sheriff's Office, and will accept the direction of officials of the Weber County Sheriff's Office while performing the technical forensic services which are the subject of this Agreement.

- 5.09** Entire Agreement. This Agreement shall constitute the entire Agreement between Provider and Jurisdictions.
- 5.10** Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
- 5.11** Indemnification. Each of the parties to this Agreement agrees to defend, hold harmless, and indemnify all other parties for the wrongful or negligent acts or omissions of their employees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property, caused by their employees; provided, however, that in no event shall the indemnification obligations of the parties hereunder exceed the amounts set forth in Section 63G-7-604 of the Utah Governmental Immunity Act, Utah Code Annotated Subsection 63-7-101 et seq., (1953), which are in effect at the time judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled.
- 5.12** Non-Assignability. Neither the Provider nor the Participants shall transfer or delegate any of its rights, duties, powers or obligations under this Interlocal Agreement without the consent of each of the Participants.
- 5.13** No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
- 5.14** Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
- 5.15** Severability of Provisions. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- 5.16** Warranties of Participants. Each Participant hereby represents and warrants that:
- (i) it is a public agency or public entity within the meaning of the Interlocal Act; and
 - (ii) it is duly authorized to execute and deliver this Interlocal Agreement; and
 - (iii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely effect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

5.17 Property Acquired. All property acquired as a result of this cooperative undertaking will become and remain the property of the Provider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the date first above written.

WEBER COUNTY, a public corporation of the State of Utah

By _____
Chair of Weber County Commissioners

ATTEST:

CPA, Weber County Clerk/Auditor

Dated this ___ day of _____, 2025.

APPROVED AS TO FORM:

Attorney for Weber County

Riverdale City, Roy City, South Ogden City, Weber State University

HARRISVILLE CITY,
A Municipal Corporation

Mayor

ATTEST:

City Recorder

Dated this ___ day of _____, 2025.

APPROVED AS TO FORM:

Attorney for Harrisville City

MORGAN COUNTY, a public corporation of the State of Utah

By _____
Chair of Morgan County Commissioners

ATTEST:



HARRISVILLE CITY

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

MAYOR:
Michelle Tait

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

Memorandum

750 West Complex
Public Works Building
January 18, 2024

To: Harrisville Mayor & City Council
From: Jennie Knight, City Administrator
RE: Public Works Building Contractor Update

In December 2022, a CM/GC (Construction Manager/General Contractor) was added to the team for the Harrisville Public Works Building Project. The intent behind having a construction manager's input during the design period of the project was to reduce the chances of designing a product outside of the budget parameters. Harrisville staff, contracted architect, and the CM/GC met and reviewed the projects progression throughout the spring and summer of 2023. The project was phased and alternative add-ons were outlined to bring the project back into the budget scope several times during the design and pre-bid process.

Mid-August of 2023, the project went out to bid with proposals due the second week of September. Beginning the first week of October, the initial bid reviews were not favorable. The project bids came back \$1.5M above anticipated proposed costs. Our team spent the better part of October reviewing bids and reducing the project to try to bring the budget back within scope.

During these subsequent meetings, it became clear there were egregious errors in the bid tabulations and spreadsheets being provided by the construction management team. The next option available to reduce budget was a complete redesign of sections of the building to reduce costs. After seeking the legal opinion of our city attorney, Brody Flint, and due to the continuous errors in calculations and lack of confidence in bid proposal numbers, Harrisville staff terminated the contract with the CM/GC on October 31, 2023.

The architect team incorporated recommended changes to the project over the course of November and the project went out as a design/bid/build project late November/early December. The twelve bid proposals received on the December 14, 2023 deadline were much more favorable and within the budget scope. After reviewing bids, the project was awarded to R&O Construction on December 22, 2023.

Due to the increased workload on the architectural team, the initial contractual amount for these services increased by approximately \$54,000. The savings by terminating the CM/GC contract and awarding new general construction services to R&O Construction is approximately \$1.5M.

**HARRISVILLE CITY
RESOLUTION 24-03**

A RESOLUTION OF HARRISVILLE CITY, UTAH, TO APPROVE A CONTRACT WITH R&O CONSTRUCTION, FOR GENERAL CONTRACTING SERVICES RELATED TO THE PUBLIC WORKS FACILITIES COMPLEX LOCATED AT APPROXIMATELY 1750 NORTH 750 WEST; AND PROVIDE AN EFFECTIVE DATE.

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

WHEREAS, R&O Construction, is a General Contractor and has the capability to provide general contracting services for the Public Works Facilities Complex;

WHEREAS, the City desires to contract for such services as part of the 750 West Municipal Complex;

WHEREAS, the City has solicited and reviewed the proposal for services;

WHEREAS, the parties desire to enter this Agreement for the services provided herein;

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

Section 1. Agreement.

The Agreement for construction services attached hereto as Exhibit “A”, and incorporated herein by this reference, is approved with the parties provided therein, and the Mayor is authorized to execute the same on behalf of the City.

Section 2. Effective Date.

This Resolution shall be effective immediately upon passage and adoption.

PASSED AND ADOPTED by the Harrisville City Council this 13th day of February, 2024.

MICHELLE TAIT, Mayor

ATTEST:

Jack Fogal, City Recorder

Roll Call Vote Tally Yes No

Grover Wilhelmsen _____ _____

Steve Weiss _____ _____

Blair Christensen _____ _____

Max Jackson _____ _____

Karen Fawcett _____ _____

DRAFT AIA® Document A105® - 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 8th day of January in the year 2024.

BETWEEN the Owner:

(Name, legal status, address and other information)

Harrisville City
363 West Independence Blvd
Harrisville, UT 84404
801-782-4100

and the Contractor:

(Name, legal status, address and other information)

R&O Construction
933 Wall Avenue
Ogden, UT 84404
801-627-1403

for the following Project:

(Name, location and detailed description)

Harrisville Public Works Complex
1750 North 750 West
Harrisville, UT 84404

The Architect:

(Name, legal status, address and other information)

Blalock & Partners
159 Pierpont Avenue
Salt Lake City, UT 84101
801-532-4940

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated **January 8, 2024**, and enumerated as follows:

Drawings:

Title	Date
Harrisville City Public Works, Construction Set	January 8, 2024
Public Works Building Site Plan, Construction Set	January 10, 2024

Specifications:

Section	Title	Pages
Project Manual	Harrisville City Public Works Complex, Bid Set, 2023 Nov 20	1-1298

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum A	11/30/2023	1-19
Addendum B	12/08/2023	1-52

Addendum C	12/12/2023	1-46
Addendum D	12/13/2023	1-2

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows: Contractor’s clarifications letter dated 12/14/23.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. *(Insert the date of commencement if other than the date of this Agreement.)*

January 8, 2024

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: *(Check the appropriate box and complete the necessary information.)*

Not later than () calendar days from the date of commencement.

By the following date: Friday, December 20, 2024

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

\$8,020,202.00

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: *(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value
Total Base Bid	\$7,439,726.00
Removal of P&P Bond Requirement	(\$45,000.00)

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: *(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Add Alternate #2 (Truck Wash) in the amount of \$625,476.00

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: *(Identify each allowance.)*

Item	Price

§ 3.5 Unit prices, if any, are as follows: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Owner shall process payments within 30 days of receipt of a Certificate for Payment from the Contractor and shall withhold 5% of the payment for retainage. The 5% retainage shall be released and paid to the Contractor with the Final Payment in accordance with Article 12

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

« 10 » % «ten percent »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than «one million dollars » (\$ «1,000,000 ») each occurrence, «two million dollars » (\$ «2,000,000 ») general aggregate, and « two million dollars » (\$ «2,000,000 ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «one million dollars » (\$ «1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Employers’ Liability with policy limits not less than «one million dollars » (\$ « 1,000,000 ») each accident, «one million dollars » (\$ «1,000,000 ») each employee, and «one million dollars » (\$ «1,000,000 ») policy limit.

§ 5.1.6 The Owner shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Excess liability (umbrella) insurance	\$20,000,000

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. *(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

Owner Contact:	Jennie Knight, City Administrator Justin Shinsel, Public Works Director	jknight@cityofharrisville.com jshinsel@cityofharrisville.com
Engineer Contact:	Matt Robertson, Jones & Asso.	mattr@jonescivil.com
Architect Contact:	Kevin Blalock, Principal Dugan Frehner, Senior PM	kevinb@blalockandpartners.com dfrehner@blalockandpartners.com
Contractor Contact:	«Jason Crowl, Project Manager »	jasonc@randoco.com

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Owner shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Owner shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Owner shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

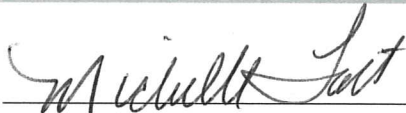
(Insert any other terms or conditions below.)

« »

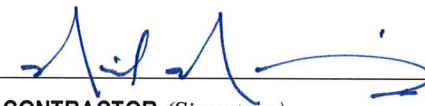
This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »



 OWNER (Signature)
 « » « » Michelle Tait - Mayor
 (Printed name and title)



 CONTRACTOR (Signature)
 « » « » NEIL MANNING - V.P.
 (Printed name and title)
 LICENSE NO.: 292934-5501
 JURISDICTION: OGDEN, UT



R&O CONSTRUCTION

December 14th, 2023

Matt Robertson
Jones & Associates Engineers
6080 Fashion Point Drive
South Ogden, UT 84403

Re: Harrisville Public Works Complex, Harrisville UT

Mr. Robertson:

R&O Construction proposes to furnish all material and labor for the construction of the Harrisville Public Works Complex, located at 1750 N 750 W in Harrisville, Utah. This proposal is based upon work as described in the clarifications outlined in plans prepared by Blalock & Partners dated 11/15/23. This proposal acknowledges receipt of Addendum 1-4.

I. Items not included in this estimate:

- Building Permits & Fees – By Owner
- Builders Risk Insurance & Deductibles – By Owner
- Weather Conditions
- Testing & Inspections
- Structured Cabeling, CCTV & Access Controls
- Access Control for gates with goose neck done by others or clarify what is needed
-

II. Clarifications:

- Window Coverings: There was no consistency with notes in the specifications and the Reflected Ceiling Plans for the shade locations. The specifications call for MechoShade as the basis of design. The SW2900 fabric is not a fabric that MechoShade carries. In fact, MechoShade does not have a fabric that has fiberglass in it, as specified. Not only that, there is no SW2900 fabric. It does not exist. Pricing is based on providing shades manufactured by Hunter Douglas Architectural using the EScreen 3% fabric. The Window Schedule seemed to make the most amount of sense, so based on the information at these 3 different locations.



R&O CONSTRUCTION

933 Wall Avenue Ogden, Utah 84404 • Office (801) 627-1403 • Fax (801) 399-1480

Due to the current COVID-19 Pandemic the following conditions are to be considered part of this bid proposal. This will take effect March 25, 2020 until further notice.

This Proposal is conditioned upon a lack of impact due to the COVID-19 Pandemic ("COVID-19 Impact"), including but not limited to quarantine, travel restrictions, labor or material shortages, increased costs, actions by Federal, State or local government, or similar consequences. R&O will use its best efforts to maintain the price and schedule set forth in the Proposal, but reserves the right to modify the Proposal in the event of a COVID-19 Impact prior to the Parties reaching a final contract. We thank you in advance for your understanding and cooperation during these difficult times.

Our pricing is good for 30 days.

Thank you for the opportunity to work with you on this project.

Please call me at the office or on my mobile – 801.814.3634 – if you have any questions.

Thank you for this opportunity,

Todd Zampedri

Sr. Estimator

R&O Construction



HARRISVILLE CITY

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

MAYOR:
Michelle Tait

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

Memorandum

750 West Complex
City Hall/Police/North View Fire Building
January 18, 2024

To: Harrisville Mayor & City Council
From: Jennie Knight, City Administrator
RE: City Hall/Police/North View Fire Building Update

In late July 2023, an RFP for architectural services for the City Complex, which includes City Hall, Police Department, and Fire Substation, was issued and six proposals were received. After conducting interviews with selected applicants, the bid was awarded to Blalock & Associates in early September. Because the RFP included a fire substation, discussions of the pros and cons of partnering with North View Fire District have been taking place during this initial phase.

Over the course of the last few months, Harrisville staff and North View Fire staff have met with the architectural team in the pre-programming stage. During these months, both entities have sought financial opinions from our independent financial advisors about the advantages and potential risks of any future partnership.

Marcus Keller, Crews & Asso., has provided three requested possible options to move forward with this partnership.



HARRISVILLE CITY

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

MAYOR:
Michelle Tait

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

Memorandum

Consolidated Fee Schedule
Garbage Fees Update
February 6, 2024

To: Harrisville Mayor & City Council
From: Jennie Knight, City Administrator
RE: Garbage Utility Fee Update

On January 9, 2024, HBME presented the FY23 audit and outlined the Garbage Utility Fund is operating in a deficit. State code does not allow an enterprise fund to operate with a deficit. The city auditor suggested three options to balance the deficit in the Garbage Utility Fund.

1. Borrow funds from another healthy utility fund, which would require the garbage fund to repay with interest.
2. Increase the garbage fees to cover the deficit.
3. Transfer funds from the General Fund to cover the deficit and increase the garbage fees to balance the utility fund.

STAFF RECOMMENDATION: With the budget amendment to transfer \$72,000 from the General Fund to the Garbage Fund, adopting the amendment to the Consolidated Fee Schedule which increases the Garbage Fees accordingly.

	CURRENT	PROPOSED	\$ INC	% INC
1ST CAN	\$19.74	\$21.50	\$1.76	8.92%
2ND CAN	\$8.43	\$9.25	\$0.82	9.73%
1ST RECYCLE	\$6.41	\$7.00	\$0.59	9.20%
2ND RECYCLE	\$6.42	\$7.00	\$0.58	9.03%

**HARRISVILLE CITY
RESOLUTION 24-04**

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 City maintains a Consolidated Fee Schedule to regulate and establish fees for various services provided to its residents and businesses;

WHEREAS, the City recognizes the need for periodic reviews and adjustments to the Consolidated Fee Schedule to ensure alignment with current economic conditions, operational costs, and service demands;

WHEREAS, the City has undertaken a comprehensive analysis and has identified certain fees that require amendment for the continued effective and equitable provision of services;

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 February 13, 2024.

PASSED AND ADOPTED this 13th day of February, 2024.

MICHELLE TAIT, Mayor

ATTEST:

Jack Fogal, City Recorder

Roll Call Vote Tally Yes No

Grover Wilhelmsen ___ ___

Steve Weiss ___ ___

Blair Christensen ___ ___

Max Jackson ___ ___

Karen Fawcett ___ ___

Harrisville City Consolidated Fee Schedule

As of 02/06/2024

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

Utilities

Garbage	\$21.50
Additional Can	\$9.25
<i>each additional can after the first initial</i>	
Recycle	\$7.00
Additional Can	\$7.00
<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	<i>Goes through Bona Vista for their fee schedule 801-621-0474</i>

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>	\$75.00
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