



---

# HARRISVILLE CITY

---

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

MAYOR:

Bruce N. Richins

COUNCIL MEMBERS:

Grover Wilhelmsen  
Michelle Tait  
Jeffery Pearce  
Jennifer Jensen  
Jennifer Morrell

**CITY COUNCIL MEETING  
AGENDA  
363 West Independence Blvd  
April 14, 2015**

"In accordance with the Americans with Disabilities Act, the City of Harrisville will make reasonable accommodations for participation in the meeting. Request for assistance can be made by contacting the City Recorder at 801-782-4100, providing at least three working days advance notice of the meeting."

**6:30 P.M. HERITAGE DAYS WORK SESSION**

**7:00 P.M. CITY COUNCIL MEETING**  
**Presiding: Mayor Bruce Richins**  
**Mayor Pro Tem: Jeff Pearce**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE & OPENING CEREMONY** [Council Member Tait]
- 3. CONSENT ITEMS**
  - a. Approve the minutes of March 24, 2015 as presented.
- 4. BUSINESS ITEMS**
  - a. Discussion/possible action to approve amendment to Golf View Townhomes Phase 2 Escrow Agreement. [Keith Buswell]
  - b. Discussion/possible action to approve Harrisville City Resolution 15-04; An Interlocal Agreement between Harrisville City and Weber County for Certain Election Services. [Jennie Knight]
  - c. Farmer's Market Presentation [Council Member Tait]
- 5. PUBLIC COMMENTS - (3 minute maximum)**
- 6. MAYOR/COUNCIL FOLLOW-UP:**
- 7. ADJOURN**
- 8. BUDGET WORK SESSION**

DATE POSTED: April 10, 2015

BY: Jennie Knight, City Recorder

I, Jennie Knight, certify that I am the City Recorder of Harrisville City, Utah, and that the foregoing City Council agenda was faxed to the Ogden Standard Examiner, Weber County Library, and neighboring cities. The agenda was also posted at the following locations: City hall, on the City's website [www.cityofharrisville.com](http://www.cityofharrisville.com) and the State Public Meeting Notice website at <http://pmn.utah.gov>.

**MINUTES OF HARRISVILLE CITY**  
CITY COUNCIL MEETING  
Tuesday, March 24, 2015 – 7:00p.m.  
Council Chambers  
363 West Independence Blvd  
Harrisville, Utah 84404

---

**Present:** Mayor Bruce Richins, Council Member Grover Wilhelmsen, Council Member Michelle Tait, Council Member Jeff Pearce, Council Member Jennifer Jensen. [Council Member Jennifer Morrell is excused]

**Staff:** Gene Bingham, Public Works Director, Bill Morris, City Administrator, Jennie Knight, City Recorder.

**Visitors:** Ruth Pearce, Eric Shenk.

**6:30 P.M. BUDGET WORK SESSION**

Mayor Richins called the budget work session to order. He explained that each department head submits the portion of the budget they are responsible for and Lynn Fortie inputs the new numbers into the budget and shows the changes. He pointed out a few changes that are included in this year's budget; the hybrid election has increased the election budget. Although there is a possibility of the general election amount being reduced by half, we are including the entire amount in the budget. This will likely be discussed further at the next budget session. Bill Morris explained that the legislators passed a bill that allows counties to collect a portion of the transportation tax if they put this to a vote. Weber County Commissioners have opted to do this and therefore this will be included on the November ballot.

Mayor Richins said the Waste Management contract shows an automatic increase of 1.5% each July. The Central Weber Sewer rate increased by 2.5%. They may increase this again next year because there are some environment issues they must address. The employee health benefits are increasing by 7%. Last year we brokered through Encore Benefits and they reduced the benefit increase to 7%. The state average is 12%. The benefits will remain with PEHP. Mayor and Council have also been informed of the separation between police and court. This will bring Nikki Green on as a full time employee. Gene Bingham is also requesting another full time employee. That is due mainly to the additional subdivision development.

Bryan Fife and Gene Bingham are working together to separate out the Parks and Recreation portion of the budget from Public Works. Mayor Richins said he would like Council's recommendation on a merit increase; they will discuss this further at the next work session. He suggested a merit increase rather than a cost of living. This allows each department to use the allotted amount under their discretion. He also asked Council to consider maybe not having a percentage increase to each payroll but a calculation for a lump sum; or a split between the percentage increase and partial lump sum. Bill Morris said North View Fire is giving a 1% cost of living and Bona Vista gave a 2%. Council Member Jensen suggested a merit increase between 1-3%, letting the department head select from that. Mayor Richins explained by budgeting for a certain

percentage per employee this provides the pot for the department heads to pull from. He suggested Council take this under advisement and come back for future discussion. Mayor Richins pointed out revenues are coming in higher than expenditures. He said Lynn Fortie reported the new market in North Ogden is not really affecting our sales tax.

## **7:00 P.M. CITY COUNCIL MEETING**

### **1. Call to Order.**

Mayor Richins called the meeting to order and welcomed all visitors. Mayor Richins excused Council Member Morrell.

### **2. Opening Ceremony.**

Council Member Wilhelmsen led the pledge of allegiance and conducted the opening ceremony.

### **3. Consent Items.**

- a. Approve the minutes of March 10, 2015 as presented.

**MOTION: Council Member Tait motioned to approve the consent items of March 24, 2015 as presented. Council Member Wilhelmsen seconded the motion. All Council Members voted aye. Motion passed.**

### **4. Business Items.**

- a. Discussion/possible action to approve 2015 Street Maintenance Projects. Gene Bingham explained he begins in January surveying the roads to see what streets need maintenance. He then puts this out to bid. He said we do not have a lot of big projects this year. He asked if Council had any questions. Council Member Tait asked which parts of the city will be done. Gene Bingham responded the slurry seal will be in a few older subdivisions and the brand new subdivisions, including the area where the new development is on West Harrisville Road. Council Member Jensen asked for clarification on the slurry seal. Gene Bingham gave a brief description of the slurry seal process. Council Member Jensen commented she received some complaints on this last year that this is messy and ugly. Gene Bingham said the only time they include the chip seal is in the high traffic areas. He said anytime they have seal coating it is less invasive. There are some new products coming out that may be used in the future. Bill Morris asked if this includes the onyx. Gene Bingham said there are different types of products available. He might experiment with these. He will likely include some of the new methods in the future. He was waiting until there were multiple providers; he does not like to bid to a one source provider. Bill Morris explained the 24 hour restrictions on the new process. Council Member Wilhelmsen said he feels Gene Bingham is doing a marvelous job and complemented Gene Bingham on the good road conditions. Gene Bingham said he tries to stay on top of this.

**MOTION: Council Member Jensen motioned to award the 2015 Street Maintenance Projects to Morgan Pavement Maintenance and Consolidated Paving**

**& Concrete in the amount of \$101,948.03. Council Member Pearce seconded the motion. A Roll Call vote was taken.**

<b>Council Member Wilhelmsen</b>	<b>Yes</b>
<b>Council Member Tait</b>	<b>Yes</b>
<b>Council Member Pearce</b>	<b>Yes</b>
<b>Council Member Jensen</b>	<b>Yes</b>

**Motion passed 4-0.**

- b.** Discussion/possible action to approve Harrisville City Ordinance 470; An Ordinance of Harrisville City, Utah, amending chapter 11.08 and Chapter 11.12 of the Land Use Ordinance adding additional uses; amending the official Zoning Map on certain property; severability; and providing an effective date.

Bill Morris explained the concept plan that is included in the packet that translates directly to the new zoning map. The LDS church has requested a rezone of this property proposing a cannery and meat packing plant that will become something like a welfare square concept. This was previously partially zoned commercial and then rezoned residential because of lack of water based on the pressurized requirements. The planning commission held a public hearing with no comments. Planning Commission gave their recommendation for approval.

Eric Shenk from the LDS church explained this is proposed to be a welfare square property. Council Member Tait asked about the meat packing plant expressing concern with odors. Mr. Shenk explained this is not a slaughter house just a packaging plant. The meat will be transported from Logan. The meat packing is currently being done in Utah County. Council Member Tait pointed out on the site plan where the canning and the meat packing are separate buildings. There will also be a Bishop's store house. They are also proposing to include a Distribution Center. Council Member Wilhelmsen asked what will become of the store house on 17<sup>th</sup> street in Ogden. Mr. Shenk said everything is being relocated to this one location. Council Member Pearce asked what is being proposed for the south side. Mr. Shenk explained this will remain open or as the access is needed appropriate changes will be made. Bill Morris explained it will remain a parcel not approved for development. Once the zoning change is approved this will go back to Planning Commission for site plan approval. Mayor Richins explained where the proposed buildings are to be located. Bill Morris said the store house is not on the agenda to be rezoned. The Mayor and Council discussed the areas which will be affected. Council Member Jensen asked what will be next to the Bishop's store house. Mr. Shenk said this will be connected to LDS Family Services. He said the distribution center was brought up during the early stages of planning and they agreed to move this back into the area. They will be leaving the current parcel that includes the garden A-1 zone. Council Member Tait pointed out all of the access will be onto North Street. Bill said the main access will be through the current Deseret Industries access. Mr. Shenk said this is the plan for now. There is a future plan for an additional road. Council Member Wilhelmsen expressed concern with additional traffic at the intersection on Wall Avenue. Mr. Shenk said they have not looked into adding another access onto Wall.

Council Member Pearce explained that UDOT would not allow an additional access onto Wall when the original D.I. plan was approved. Council Member Tait said in her opinion there is not a lot of additional traffic in the current location on 17<sup>th</sup> street.

**MOTION: Council Member Pearce motioned to approve Harrisville City Ordinance 470; An Ordinance of Harrisville City, Utah, amending chapter 11.08 and Chapter 11.12 of the Land Use Ordinance adding additional uses; amending the official Zoning Map on certain property; severability; and providing an effective date. Council Member Wilhelmsen seconded the motion. A Roll Call vote was taken.**

<b>Council Member Wilhelmsen</b>	<b>Yes</b>
<b>Council Member Tait</b>	<b>Yes</b>
<b>Council Member Pearce</b>	<b>Yes</b>
<b>Council Member Jensen</b>	<b>Yes</b>

**Motion passed 4-0.**

- a. Discussion/possible action to approve Harrisville City Ordinance 471; An Ordinance of Harrisville City, Utah, amending the official General Plan Map for the City; severability; and providing an effective date.

Bill Morris said the general plan map has not been updated in a long time. Now is the time to update the general plan. He pointed out the increase in commercial along Highway 89. Also included is the strip by the proposed new city hall area; additionally there is some on Washington Blvd. This includes an open space conservation area where the wetland area is currently. The General Plan Map shows what can be zoned in the future. The retention basins are all being shown as open space.

Council Member Jensen expressed her concern with affecting home occupations in the area of Highway 89 and 2550 North. Mayor and Council discussed the potential impact on residents in the area. Bill Morris explained this will actually help any residents who would like to have businesses in this area.

Planning Commission held a public hearing with no comments. This came as a surprise because this is a big update; although the General Plan can be amended in the future. Council Member Wilhelmsen said he looks at some of the land locked areas that commercial zoning might offer options along the Highway 89 corridor. Bill Morris pointed out this will remain agricultural until the property owners want to change this. Bill Morris requested the City Engineer's office change the coloring to make the zoning more distinct.

**MOTION: Council Member Wilhelmsen motioned to approve Harrisville City Ordinance 471; An Ordinance of Harrisville City, Utah, amending the official General Plan Map for the City; severability; and providing an effective date. Council Member Jensen seconded the motion. A Roll Call vote was taken.**

<b>Council Member Wilhelmsen</b>	<b>Yes</b>
<b>Council Member Tait</b>	<b>Yes</b>
<b>Council Member Pearce</b>	<b>Yes</b>



**Council Member Jensen**                      **Yes**

**Motion passed 4-0.**

**5. Public Comments - (3 minute maximum)**

No public comments were offered.

**6. Mayor/Council Follow-Up.**

Jennie Knight reported there is a need for transparency when city committees meet to make sure they are on record. She explained the easiest way to meet this need is to invite the committee members to attend the work session in conjunction to the regularly scheduled Council meeting so that the discussion is recorded and minutes are taken. Any time public funds are being spent there needs to be transparency to the public.

Council Member Jensen commented on the speed and driving concerns on her street. Mayor Richins and Bill Morris reported this has been discussed in staff meeting. Mayor and Council discussed the area and the patrol needs that are being met. The police are aware and patrolling this area regularly. Bill Morris said with Officer Davis in attendance the information will be sent around the police department.

Council Member Tait reported the youth city council met and got everything ready for the Easter egg hunt. Mayor and Council agreed to leave the advertisement on the marquee but not include it on Facebook.

**7. Adjourn.**

Mayor Richins motioned to adjourn at 7:52pm.

**8. Heritage Days Work Session.**

Mayor Richins called the work session to order. Council Member Jensen said the parade will be at 9:00am. Baby contest, kickball tournament and bingo will all start at 10am. Pat Young is in charge of regular booths, but not food booths. She will be responsible to get those vendor booths in. Mayor Richins said we received contact from Chic-Fil-A. Council Member Jensen said she talked to Lucky Slice, he seemed fairly interested. Council Member Jensen said she has some ideas for the ninja warrior event. Get Air in Roy will be sponsoring this event. She will be meeting with them next Monday. Mayor and Council discussed the possibility of having a watermelon eating contest. Council Member Jensen is hoping to get a sponsor. Council Member Pearce suggested Wangsgards. Council Member Tait said they might not be ready this time of year. Council Member Jensen said they could try for a pie eating contest. Wasatch Peaks Credit Union is planning to sponsor the Saw Dust Scramble. Jennie Knight will send out the sponsor request letter.

The frozen t-shirt contest will be at 2pm. Discussion about having a contest a 2, 3, and 4pm. Keeping people drawn in by this same activity. Council Member Jensen said she doesn't have any activities from 3-5pm. She said the Homegrown Talent show is scheduled for 5:30-7:30pm with the dance at 8pm.

Council Member Jensen talked to Bryan Fife about the disc golf tournament. Council Member Jensen said she asked Bryan Fife to contact the recreation distribution list to encourage signups for the kickball tournament and the disc golf tournament. Council Member Jensen said she has a logo person for \$250. Council Member Tait said she has a contact in West Haven that is much more affordable. Council Member Jensen said she has no contact information for the sound system guy from last year. She has someone in mind but would like to get a few bids. Mayor and Council gave discussion about the number of volunteers and how many are needed for each event. Mayor Richins will contact Milissa Furgeson to see if she is willing to help with the parade. He also reminded Council of the need for the newsletter information advertising Heritage Days. Council Member Wilhelmsen would like to advertise on Facebook where people could sign up for the day performances. He has a volunteer to work with the day performances. Mayor and Council discussed advertisement options and what to include in the Newsletter. Council Member Tait suggested including only events that are committed. Mayor and Council discussed their hope of increasing attendance by the earlier date. Council Member Wilhelmsen suggested breaking out the schedule to show what activities are happening when so people can follow along based on their interest and also to ensure the age appropriate activities are not overlapping. Mayor and Council gave discussion about when and where to put activities. Council Member Jensen stressed the importance of finding volunteers. Mayor Richins said he may have a suggestion for an individual to run Little Miss Harrisville. Council Member Jensen is checking on the possibility of having old cars available for the parade. Mayor and Council gave discussion on changing around the work session meeting times to have the volunteers attend the Heritage Days work session at 6:30pm prior to the regularly scheduled council meeting. Council Member Jensen said she will be giving out a prize at the work session. Mayor Richins motioned to adjourn at 8:38pm.

**ATTEST:**

---

**BRUCE RICHINS**  
Mayor

---

**JENNIE KNIGHT**  
City Recorder  
Approved this 14<sup>th</sup> day of April, 2015

ADDENDUM TO THAT CERTAIN DEVELOPMENT AGREEMENT  
AND INSTRUCTIONS FOR RELEASE OF ESCROW

This Addendum is entered into this \_\_\_\_\_ day of April, 2015, by and between WADMAN HOMES, LLC a Utah Company ("Developer"), HARRISVILLE CITY, a Municipal Corporation and Political Subdivision of the state of Utah, located in Weber County ("City"). The Developer and City are collectively referred to herein as the "Parties".

R E C I T A L S:

a. WHEREAS, on or about August 15, 2007, the Parties entered into that certain Escrow Agreement ("Escrow Agreement") which established a means by which the Escrow would hold certain funds until the Developer performed certain obligations under the Escrow agreement and associated with the development of that certain subdivision known as Golf View Townhomes located more or less at 2000 N. 250 W. in Harrisville City, Weber County, Utah (the "Development").

b. WHEREAS, the Escrow was instructed to hold the sum of \$375,187.98 in escrow until the Developer performed its obligations regarding improvements within the Development. Currently, it is understood that approximately \$255,681.47 is held by Escrow.

c. WHEREAS, having fully performed the purposes of the Escrow Agreement, the Parties desire now to provide a means whereby all escrow funds on deposit with the Escrow can be returned to the Developer.

NOW THEREFORE, In consideration of Developer's performance and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties stipulate and agree as follows:

1. RECITALS. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

2. RELEASE OF ESCROW FUNDS. The City hereby assigns, conveys, sets over and transfers to the Developer any and all of its right, title, claim or interest in and to the escrow account(s) held by the Escrow and which is/are associated with the Development generally, and the "Trust Account of Golf View Townhomes Phase Two," specifically, which are currently believed to total approximately \$255,681.47, together with any and all accumulated interest which may have accrued since the date of deposit with the Escrow. The City also hereby authorizes and instructs the Escrow to release all such funds to the Developer upon execution of this Addendum or as soon as reasonably possible thereafter. This document constitutes the full and valid authorization and instruction by the City to the Escrow to release the escrow funds to the Developer.

3. ADDENDUM. This Addendum shall control in all matters wherein it may be inconsistent with the Development Agreement or any other agreement or writing which purports to address the subject matter herein. All other non-conflicting terms of the Development Agreement shall remain unchanged.

WHEREUPON, the parties hereto have signed the day and year first written above.

HARRISVILLE CITY

\_\_\_\_\_  
BY:  
ITS:





**HARRISVILLE CITY  
RESOLUTION 2015-04**

**COUNTY ELECTION SERVICES**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, ENTERING AN  
INTERLOCAL AGREEMENT BETWEEN HARRISVILLE CITY AND WEBER  
COUNTY FOR CERTAIN ELECTION SERVICES.**

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

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

**WHEREAS**, Harrisville City (hereafter “City”) has negotiated a contract with Weber County (hereafter “County”) for certain election services, and the City operates under the alternative council-mayor form of government provided in *Utah Code Annotated* §10-3b-201, 1953, as amended;

**WHEREAS**, the County proposes an Interlocal Agreement (hereafter “Agreement”) for certain election services attached hereto as Exhibit “A” and incorporated herein by this reference;

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

PASSED AND APPROVED by the Harrisville City Council this 14th day of April, 2015.

\_\_\_\_\_  
BRUCE RICHINS,  
Mayor

ATTEST:

\_\_\_\_\_  
JENNIE KNIGHT,  
City Recorder

Municipal Council Roll Call Vote Tally:		
	Yes	No
Mr. Wilhelmsen	___	___
Ms. Tait	___	___
Mr. Pearce	___	___
Ms. Jensen	___	___
Ms. Morrell	___	___

City Contract No. \_\_\_\_\_  
County Contract No. \_\_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN**  
**WEBER COUNTY**  
**on behalf of the**  
**WEBER COUNTY CLERK’S OFFICE, ELECTIONS DIVISION**  
**-AND-**  
**HARRISVILLE CITY**

THIS AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and HARRISVILLE CITY (“City”). The County and the City are sometimes referred to collectively as the “Parties” and may be referred to individually as a “Party.”

**WITNESSETH:**

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2015 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2016. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel

this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2015 primary and general municipal election.

3. **Legal Requirements.** The County and the City understand and agree that the 2015 primary and general municipal election are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a

written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

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

6. **Election Records.** The City shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of

cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold County harmless, including providing legal defense costs on behalf of the County, as a result of any legal or administrative claim, action or proceeding brought against the County by any person or entity claiming that the County violated any state or federal law by providing election services under this Agreement.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the City and the County (for purposes of this section, each a “Party” and collectively the “Parties”) agree as follows:

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

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

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

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and



(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

HARRISVILLE CITY

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

ATTEST:

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

Approved as to form and compliance  
with applicable law:

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

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

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

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

Kerry Gibson, Chair  
Commissioner Gibson voted \_\_\_\_\_  
Commissioner Bell voted \_\_\_\_\_  
Commissioner Ebert voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
County Attorney

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

**Exhibit A**  
**2015 Municipal Elections**  
**Scope of Work for Hybrid Election Services**

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all Public Notice(s) required by law.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City. This includes participation in the Election Day Voter Registration Pilot Project in accordance with Utah Code Ann. § 20A-4-108.

Services the County will perform for the City include, but are not limited to:

- By-Mail Ballot Administration (for all active registered voters)
- Ballot Layout and Design
- Printing Optical Scan Ballots
- Program and Test Voting Equipment (if necessary)
- Program Electronic Voter Register
- Poll Worker Recruitment & Training (if necessary)
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit B). Election costs are variable and are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

**Exhibit B**  
**2015 Municipal Elections**  
**Cost Estimate for Hybrid Election Services**

Below is the good faith estimate for the upcoming *2015 Municipal Election* for the City of HARRISVILLE. The City will be billed for actual costs, which will not exceed this estimate. The estimate herein does not include any Public Notice expenditures as such expenses are administered by the City.

The cost estimate is calculated using the following variables and assumes both a primary and general election will be held:

<b>Primary Election</b>	<b>Amount</b>
Active Registered Voters	2,499
Anticipated Voter Turn-Out	28%
Precincts	4
Number of Polling Locations	1
Number of Voting Machines	0
Number of Poll Workers	0
Number of Electronic Registers	1
Number of Ballot Styles	1
Offices up for Election:	
Mayor	0
City Council Seats	3
<b>Estimated Cost</b>	<b>\$3,365</b>

<b>General Election</b>	<b>Amount</b>
Active Registered Voters	2,499
Anticipated Voter Turn-Out	48%
Precincts	4
Number of Polling Locations	1
Number of Voting Machines	0
Number of Poll Workers	0
Number of Electronic Registers	1
Number of Ballot Styles	1
Offices up for Election:	
Mayor	0
City Council Seats	3
<b>Estimated Cost</b>	<b>\$1,682</b>