



HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.harrisvillecity.gov

MAYOR:
Roger Shuman

COUNCIL MEMBERS:
Grover Wilhelmsen
Blair Christensen
Karen Fawcett
Jason Hadley
Greg Montgomery

CITY COUNCIL AGENDA

July 14th, 2026

[Zoom Meeting Link](#)

Meeting ID: 880 8788 5329

Passcode: 987564

7:00 PM City Council Meeting

Presiding: Mayor Roger Shuman

Mayor Pro Tem: Jason Hadley

1. **Call to Order** [Mayor Shuman]
2. **Opening**
 - a. Pledge of Allegiance [Council Member Hadley]
3. **Acknowledgement**
4. **Public Comment** – (3 Minute Maximum)
5. **Consent Items**
 - a. Approval of meeting minutes for June 9, 2026.
6. **Business Item**
 - a. Vacant City Council Seat Candidate Interviews.
 - b. Consideration of a Mid-term City Council Appointment.
 - c. Discussion/possible action to adopt Resolution 26-20; Interlocal Agreement for Weber County Surveyor Services. [Jennie Knight]
 - d. Discussion/possible action to adopt Resolution 26-21: Interlocal Agreement for School Resource Officer Services. [Mark Wilson]
 - e. Discussion/possible action to adopt Resolution 26-02; Interlocal Agreement for Animal Control Services. [Jennie Knight]
 - f. Discussion/possible action to approve the purchase of light poles. [Jennie Knight]
7. **Closed Executive Session** – A Closed Executive Session for the purposes described under UCA § 52-4-205(1)(c); strategy session to discuss pending or reasonable imminent litigation and UCA § 52-4-205(1)(f); discussion regarding deployment of security personnel, devices, or systems.
8. **Business Items Continued**
 - g. Discussion/possible action to adopt Resolution 26-19; Low Voltage It Services for Public Safety/City Hall.[Jennie Knight]
9. **Mayor/Council/Staff Follow-up**
10. **Adjournment**

The foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website harrisvillecity.gov, 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
June 9, 2026
363 West Independence Blvd
Harrisville, UT 84404**

Minutes of a regular Harrisville City Council meeting held on June 9, 2026 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

Present: Mayor Roger Shuman, Council Member Blair Christensen, Council Member Grover Wilhelmsen, Council Member Karen Fawcett, Council Member Greg Montgomery.

Excused: Council Member Hadley.

Staff: Jennie Knight, City Administrator, Jack Fogal, City Recorder, Brody Flint, City Attorney, Jill Hunt, City Treasurer, Mark Wilson, Chief of Police, Bryan Fife, Public Works, Parks and Recreation Director.

Visitors: Lynette Shuman, Cass Butler, Rock Zampedri, Gary Robinson, Cameron Tebbs, Craig North, Breton Prall, Kevin Karras, Lane Monson, Chad Holbrook, Shanna Edwards, Kevin Blalock, Sheldon Hunt.

1. Call to Order.

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

2. Opening Ceremony.

Council Member Fawcett opened with the Pledge of Allegiance.

3. Public Comment

Mayor Shuman opened the public comment period.

Breton Prall, a member of the America250 Committee, requested feedback from Council for blind spots or suggested additions to the celebration. The event's goal is to beautify the city, provide unity, and honor residents. The committee intends to proceed with the event under these guiding principles.

Gary Robinson thanked Mayor Shuman for his comments in the newsletter. He expressed concern noise levels in the park during activities held by the Spanish speaking community and asked how the noise levels could be controlled. He questioned what the Mayor meant by please make comments during the related public hearing. Mayor Shuman clarified comments regarding the budget should be made during the budget public hearing and comment regarding budget amendments should be made during the applicable public hearing. Gary Robinson questioned whether there was a way to control the unleashed dogs at the park.

Breton Prall expressed concern about the southeast corner of the Main Park. He questioned could it be turned into a dog park. It could help resolve Gary Robinson's concerns about dogs.

Mayor Shuman closed the public comment period.

4. Consent Items

a. Approval of Meeting Minutes for May 12, 2026, Council Minutes.

Council Member Montgomery stated he had some grammar corrections to the minutes, which had been sent to Jack Fogal.

Motion: Council Member Montgomery made a motion to approve the meeting minutes for May 12, 2026 with corrections, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

5. Business Items.

a. Public Hearing – Public Hearing for Resolution 26-16; Amending the Budget for Fiscal Year 2025-2026.

Jill Hunt explained the first page provides an overview of the amendments. The top is the revenue and the bottom is the expenditures. The largest Revenue increase was in building permits. Dixon Creek and Ben Lomond started construction, resulting in building permit revenue more than triple the anticipated amount. Our engineering fees charged to developments have been put back into the budget. The special services line item increased. This covers services for the police department. We have had more donations than anticipated. Interest revenue has increased as well. Only the items that changed were included in the amendment. If it did not change it was left off these sheets.

Engineering services expenditures increased because Jones and Associates performs the engineering work and bills the city, which then passes the cost on to the developers. Election costs and legal services increased. Our non-departmental which includes Comcast, auditing services, utilities, property insurance, liability insurance, and transfers to our Garbage Fund increased. The police expenditures increased in court security wages, overtime increased due to an officer shortage, grant expenditures, beer tax, and seat belt shifts increased. The seat belt shifts are paid for by the state. We cover the upfront cost and the state reimburses us. In the building department our plan checks and inspections increased due to all of the construction. Public Works expenditures increased in motor pool, tools, and grant expenditures. Council Member Montgomery inquired whether those were the two vehicles that were approved earlier. Jill Hunt clarified no these are older vehicles and staff was moving line items as a correction. Parks utility costs increased.

The Fund Balance increased, but cannot exceed the maximum amount allowed by state law. The transfer to Debt Services is for the bond payment for the rest of the year. Council Member Montgomery asked whether the request for up to \$3,000,000 was due to the 35% cap. Jill Hunt answered affirmatively. Mayor Shuman noted there is a discussion item on the agenda and suggested holding further discussion until that time. Jill Hunt stated we have other funds like 4 Mile Special Service District. We had to use some of the Fund Balance to fix the pump at the retention pond. It was not a cost we anticipated. The Capital Project Fund increased its interest. We put the funds into the Fund Balance but are making sure it is appropriated to the correct balance. The Sewer Fund has only one change which is spending up to \$25,000 on the Fund

Balance. The Garbage Fund is using some of the Fund Balance. We will need to look at the garbage fee to cover the charges we receive. Council Member Wilhelmsen inquired do we know what the increase is for garbage. Jill Hunt stated it is approximately 4% every year. The Motor Pool Fund has some changes. Each department leases the vehicles from this fund and makes a monthly payment. Motor Pool Funds were also used to pay accident-related costs.

Motion: Council Member Fawcett made a motion to open the Public Hearing for Resolution 26-16; Amending the Budget for Fiscal Year 2025-2026, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

Gary Robinson commented you blew it on most of the expenditures. Non departmental was a 97% increase. If you were a private business, you would be fired. The police department went from \$49,000 to \$127,000. Public works went from \$49,000 to \$252,000. You failed. Parks went from \$28,000 to \$68,000. You need to control and watch over the departments. You can't control revenue. Utilities at his house are basically the same. He looks at his check book every month. Utilities should not be going up. Park impact fees you cannot control. You should have a budget meeting half way through the year.

Lynette Shuman stated she opposed any tax increase and encouraged the Council to cut costs where possible.

Motion: Council Member Fawcett made a motion to close the Public Hearing for Resolution 26-16; Amending the Budget for Fiscal Year 2025-2026, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

b. Public Hearing – Public Hearing for Executive Officer Increase.

Jill Hunt explained state law requires a public hearing for an increase to executive officers' compensation. There is a suggested cost of living adjustment and a possible merit increase. We have to budget the money regardless of if an increase is given.

Motion: Council Member Montgomery made a motion to open the Public Hearing for Executive Officer Increase, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

Shanna Edwards appreciates the people who work for the city. If the increase in pay means an increase in taxes we should not do it. We should keep our taxes lower.

Gary Robinson stated we need to keep our taxes the way they are or lower them. Employees in the private sector pay anywhere from 30% to 50% for their insurance. In Harrisville employees pay 10% we could reduce that. Police do not need to take their cars home. With the new building they can keep the cars over there. He does not know if the employees got a pay increase last year but people on social security only got 2.8%. Employees should not get a larger increase than social security recipients. We should get rid of employees for Harrisville. They either get two times or police officers get 30 years they get two times their years. You contribute to their 401k. That would save the city. We are paying them double. They are paying more than the private sector.

Lynette Shuman stated there should not be a tax increase to provide a pay increase to staff.

Motion: Council Member Wilhelmsen made a motion to close the Public Hearing for Executive Officer Increase, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

c. Public Hearing – Public Hearing for Resolution 26-15; Interim Budget Adoption.

Jill Hunt explained we received our certified tax rate from Weber County today. It is provided to the public on the table in the back. Fiscal Year 2025 budget year end revenue was \$1,054,490 with a rate of .001534. The auditor's certified tax rate is .001534. In order to receive the revenue with the new growth came back with the same rate. It would put the total revenue \$1,121,780. Home values increased, with the average rising from \$425,000 to \$433,334. The certified tax rate would be .001534 if the city does not adopt a different rate. Council Member Montgomery questioned whether the rate was the same or is he seeing it incorrectly. Jill Hunt clarified our rate is the same if we do nothing. It was due to the new growth offsetting the amount of

revenue. The growth is more than what we anticipated needing. The budget does not reflect the change for the possible rate. There were a few changes to the budget. There was a change to storm water which was the addition of a project for the storm basin at the new city complex. Jones and Associates provided a cost estimate of \$196,731.75. This would use some of the Fund Balance from storm water not the city's Fund Balance. Council Member Montgomery inquired was the storm basin for the first phase designed alone or for both buildings. Jennie Knight explained they were designed separately. The Public Works building has its own basin. This basin will be much larger to collect storm water from other areas. Jill Hunt explained Public Works Grounds Fund increased from \$35,000 to \$50,000. This covers storage shelving, the retaining wall, and north part of the strip on 1750 N. Parks and Recreation reduced the equipment and tools from \$47,000 to \$34,000. Grounds increased to \$33,250 for the fertilizer and the turf wetting agent due to the drought, new tables by the pond, and portable restrooms. Mayor Shuman inquired didn't we get new tables at the pond. Bryan Fife answered these are meant for by the splash pad. The fee schedule is included with the budget. This makes it easier for people to find our fees. The garbage increased due to Waste Management's rate increase. The cost for your first can is now \$22.04. Central Weber Sewers fees increased. We added SWPPP fees to the fee schedule in accordance with the state fee schedule. The developer should pay for these issues not anyone else.

Motion: Council Member Fawcett made a motion to open the Public Hearing for Resolution 26-15; Interim Budget Adoption, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

Kevin Karras stated you need to look at the certified tax rate revenue with growth. You will get the amount regardless of the tax rate. Do not get caught up that the rate is the same. You will get an increase regardless. The intent was your budget stays the same. It should not change. There is always the argument that the rate went down. You get enough money to cover the cost of the sidewalk replacement. It was stated that it would take 5 years to lower the liability. Why has it not been an issue all this time. You don't need to do a tax increase.

Gary Robinson stated it is interesting that he is older than everyone on Council. He has lived in a foreign country. They always complain they don't have enough money. You always spend what you get. He always got by with what he had. They ate beans. We have enough money in Harrisville. You can get by if you pinch pennies. We make money by the pennies and spend money by the pennies. The philosophy with the kids is we want to have the latest stuff. Why do we have excess computers. Why does the police department have excess weapons. If you put the police department cars at the building you can get by with less cars. When we lived in Mexico nobody could buy a new car. You had to buy a 10-year-old car it was against the law to buy a new car. You can get by with less. In the government if you don't spend your budget, you won't get it next year. Taxes should be reduced.

Motion: Council Member Wilhelmsen made a motion to close the Public Hearing for Resolution 26-15; Interim Budget Adoption, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

d. Discussion/possible action to approve change orders for City Hall/Police Department and change order process.

Jennie Knight explained the purpose of this agenda item is based on the City Hall/Police Department facility. We have representatives from R&O and Blalock here to help answer questions. The proposal outlined in the memo is intended to maintain compliance with the city's procurement policy and bond parameters. This is based on the change orders done on the building in our procurement policy. This is causing a bottleneck on the project. It has also caused issues with R&O to keep to schedule and they are having to float the cost. The change order is for winter conditions and 3-column elevator system. During the last meeting what was reported about the elevator was incorrect it was a necessary item. They are looking for a streamlined process. Individual change orders that do not exceed \$50,000 staff can make those changes, a cumulative total of the original contingency of \$500,000. All procurements would follow the law. The department heads attend the OAC meetings on Mondays with the project team. All department heads would need to agree to change orders under this adjustment. Staff would provide Council a written change order report every month. Any change order over the original project appropriations would come to Council. Mayor Shuman stated he was under the assumption that he would have final approval with Jennie Knight. Jennie Knight stated when they reviewed the bond parameters it states the city administrator would draw against the bonds. Mayor Shuman stated he would like to be involved in that discussion about the building. Council Member Montgomery inquired does this also include the change order. He questioned what winter we had, why had the winter conditions not been built into the bid. Cass Butler with R&O explained our contract excluded winter conditions. There were a few days in February where it was cold enough to need the weather conditions additive. Council Member Montgomery asked why does the invoice state it is 3 months of rental. Cass Butler stated it was only for a few days in February and March. Our contract states we get an average profit of 8-10% we lowered it to 5-6%. When they bid the project, they were going to use a contractor for framing they went dark after the bid was submitted. The second contractor charged more and R&O ate the cost. Mayor Shuman questioned if it did not mention the winter conditions wouldn't you assume it was built in. Cass Butler stated he misspoke it was listed in the exclusions in the contract. Mayor Shuman inquired is that the contract involving Matt Robertson with Jones and Associates. Cass Butler stated Matt Robertson was not a signatory he was included in the email about the contract. We have tried to help the city by lowering our markup on change orders. We have advanced some of the change orders to keep the project going and to decrease cost. They advanced about \$154,000 on the sally port so the project could proceed. In the contract R&O would receive additional time due to delays in the city's approval process. We want to avoid any further loss of days. The delays have cost about 16 days which they are working to regain. We want the building to come in on time and budget. Council Member Fawcett questioned about the 3-column elevator system. Kevin Blalock clarified the RFP stated the city would carry any

weather conditions. That dollar value was preestablished as \$80,000. The total is approximately \$16,000 for weather conditions. Our drawings showed 2 column guide rails for the elevator. We followed the drawings Shindler provided. Late in the process they changed that design to require 3 columns. Due to that it was not included in the RFP. Council Member Montgomery asked is this a manufacturers requirement. Kevin Blalock stated it is a manufacturers requirement for elevator installation. Council Member Wilhelmsen asked for clarification is this not covered by the omission of errors brought up by Council Member Hadley during the last meeting. Kevin Blalock stated the city would have paid for this if it was included in the original or added later. Jennie Knight stated the total needs to be included and the direction for Council on change order process. Council Member Wilhelmsen inquired the change order cannot exceed \$500,000 correct. Jennie Knight clarified the change orders cannot exceed \$500,000 cumulatively. Staff is asking to do change orders up to \$50,000. Anything beyond that would come to Council. Council Member Fawcett questioned what has the contingency been used on. Kevin Blalock stated the sally port and fence would not come out of contingency; the other items would have come out of the contingency. Jennie Knight explained it has been used for the remainder of the fencing, the generator switch, utilities extension, and Petrarch panel cost increase. Council Member Montgomery has a concern about how long they have had to review the change order process. The change order seems clear but the process does not. Jennie Knight stated staff's intent is to get Council's direction on how to proceed with this matter. Mayor Shuman stated his understanding is they are within the law to approve these items; they have been bringing these items for transparency. They would like Council's blessing to approve these items quicker but stay within the legally set budget. Council Member Montgomery inquired when you get into the larger items there is concern. He questioned if Mayor Shuman would like to be involved with the change order decisions. Mayor Shuman stated he would like to be involved with the process. Council Member Montgomery stated with the Mayors statements last month about items being purchased with no oversight he has concerns. Mayor Shuman stated he worked with Bryan Fife and learned about the procedure. He does not always agree with the decisions but it is in the policy. Council Member Montgomery asked what if the threshold for Council involvement was changed to \$250,000 instead of \$500,000. Then Council can come in before we max out the contingency. We can rein things in better at that point. Mayor Shuman reported his thought process is we are trying to reduce costs for R&O and keep the project on schedule. We can set it at \$250,000 but we need to make sure we keep up on the contingency. Council Member Christensen inquired was the \$500,000 included in the original cost. Jennie Knight explained it was part of the total project cost but not the contract with R&O.

Motion: Council Member Christensen made a motion to approve the change order for winter conditions for the amount of \$15,730.71, the elevator 3 column for the amount of \$16,602.44 for City Hall/Police Department and change order process not to exceed \$50,000 without prior City Council approval for a cumulative total of \$500,000, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	No

The motion passed 3-1.

Motion: Council Member Christensen made a motion to amend the motion to approve the change order for winter conditions for the amount of \$15,730.71, the elevator 3 column for the amount of \$16,602.44, and the change order process with an individual change order not to exceed \$50,000 without prior City Council approval, cumulative total of administrative change orders not to exceed \$500,000, all change orders shall comply with procurement laws and requirements, all change orders require approval by all 3 department heads, staff provides a written change order report to Council during regular public meetings to include summarizing changes, change order costs, schedule impacts and contingency balance, and any change order resulting changes to the total project appropriations will require prior City Council Approval, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	No

The motion passed 3-1.

e. Discussion/possible action to approve Furniture, Fixtures, and Equipment.

Jennie Knight explained we have a budgeted total for furniture, fixtures and equipment of \$500,000. The initial bid received in November has increased by approximately 20%. The new bid is \$495,468.24. This includes all furnishing except for items in the evidence room and police specific furnishings which are \$117,647.06. We have met with the provider and worked to lower the cost. We tried to identify additional cost savings. We would like to leave the proposed budget at \$500,000 for furniture, fixtures, and equipment. We are looking for additional cost savings. Council Member Montgomery asked for clarification we budgeted for \$500,000 but due to cost increases it went over budget. With cost saving measures you lowered the total below \$500,000 again. Jennie Knight answered affirmatively. We are looking to lock in prices in case of a change. Council Member Montgomery inquired are their items that can be moved to the new building to help save on costs. Jennie Knight answered staff is looking at taking items that can still be used in the new building. Council Member Wilhelmsen stated he wants to listen to the public and not exceed the budget. Jennie Knight answered that would be the goal. Council Member Wilhelmsen inquired would the \$500,000 include the contingency. Kevin Blalock stated the goal is to have \$500,000 be the max including contingency. We want to lower the number even further to plan for the unexpected. You are receiving the items on state contract or lower on some items. The manufacturers added a 20% increase this year which was unexpected. Mayor Shuman stated we are close to the \$12,000,000 bond amount. It is a lot for a city our size to swallow. Council Member Christensen inquired was this part of the original contract. Jennie Knight clarified no the \$9,000,000 was the contract to construct the building. Council Member Wilhelmsen stated he is getting really nervous about the budget. He thought it was included in the contract cost. We need to furnish the building but wanted staff to continue looking at cost reductions.

Motion: Council Member Fawcett made a motion to approve the furniture, fixtures and equipment up to \$500,000, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	No

The motion passed 3-1.

f. Discussion/possible action to approve Enbridge Services Main Extension Contract.

Jennie Knight stated this was the amendment on the agenda. The Enbridge Contract was just presented to staff. The total for this is \$16,998. This will provide gas services to the new building. Mayor Shuman inquired would this come from the contingency. Jennie Knight stated it could come out of that if Council decides. Mayor Shuman stated if not approved where would it come from. Jennie Knight stated it could come from the budget. Council Member Montgomery inquired where the line is coming from. Jennie Knight reported it is coming from 750 West. Council Member Montgomery inquired could this come from the Roads Fund since it would be under the road. Brody Flint stated it could not be paid from Class C Road Funds. Jennie Knight stated it may be eligible for transportation impact fees. Council Member Montgomery inquired does it include North View Fire's proposed building. Jennie Knight stated she is unsure where they are ending the line. Council Member Montgomery inquired would it be better to split the fees with North View. The city would pay its portion and North View would pay theirs. Brody Flint stated like a pioneering agreement. He recommends a pioneering agreement be done if others want to add to the line. Council Member Montgomery stated it makes sense because they are looking at putting a building there. Council Member Wilhelmsen wants to explore other areas we can use to pay for this. Jill Hunt stated we can look at transportation impact fees.

Motion: Council Member Montgomery made a motion to approve Enbridge Services Main Extension Contract subject to a pioneering agreement for future connections, first look to fund through money in the 2026 budget, if that is not possible to come out of the contingency, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

g. Discussion/possible action to accept Authorization, Assignment, and Assumption of the Master Development Agreement for Oak Hollow.

Jennie Knight explained this is a reassignment of the Oak Hollow Development. The Master Development Agreement requires a reassignment if the project is sold. The new owner must operate under the same Master Development Agreement. Council Member Montgomery inquired about the Loves homes being included with the transfer. Lane Monson explained the back part of that parcel was subdivided and would not be part of the project. The Love home will be kept as is and sold. Council Member Montgomery inquired didn't the original project include

the Loves home and the project went from Larsen Ln to 700 North. Lane Monson stated the Love home was not intended to be part of the development. There is an easement on the property but is not part of the subdivision.

Motion: Council Member Fawcett made a motion to accept Authorization, Assignment, and Assumption of the Master Development Agreement for Oak Hollow, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

h. Discussion/possible action to adopt Resolution 26-16; Amending the Budget for Fiscal year 2025-2026.

Jill Hunt asked Council to include in the motion anything that exceeds the 35% include where it can be sent to. It could be Debt Services, Capital Projects, or sidewalks. Council Member Montgomery clarified this is the current year's budget. Jill Hunt answered affirmatively. Council Member Montgomery stated he believes it would be a good idea to put some in the Fund Balance, but how do we know the amount. Jill Hunt stated we do not know the total that can be placed in the Fund Balance yet. That is why we ask for an up to amount and include if it exceeds the 35% limit, state where the excess should be allocated. Council Member Montgomery inquired could we allocate \$1,000,000 to the city facility to pay it off faster and lower our interest payments. In the long term we will need our sales tax to commit to other projects in the future. Council Member Wilhelmsen inquired do you need to know specifically where we want to put it. Jill Hunt stated yes, if we hit the 35%, we need to know where else you want the excess sent. Council Member Wilhelmsen stated could it go to sidewalks. Council Member Fawcett questioned can that be for furniture. Jennie Knight stated yes to both. We can assign it to the fund and once the dollar amount is confirmed we can report back to Council. Mayor Shuman inquired is there a fund that is more flexible. Jill Hunt stated the Capital Project Fund can cover sidewalk, the building, or put it to Debt Services. Mayor Shuman stated some of the trainings he has attended taught some funds can be moved and others cannot. Jill Hunt stated you are correct utilities for example cannot be moved. Mayor Shuman clarified which one is the most flexible for this. Jill Hunt stated Capital Projects would be the most flexible. If you move it to Debt Services it cannot be moved. Council Member Fawcett stated it makes sense to move it to Capital Projects. Council Member Wilhelmsen inquired the ballpark figure for the sidewalk replacement cost. Bryan Fife reported approximately \$500,000. Council Member Fawcett inquired can that come out of Capital Projects. Brody Flint reported it can. You can do a budget amendment to move those funds. There is not a city in the state that has the Capital Project Fund to meet their project needs.

Motion: Council Member Fawcett made a motion to adopt Resolution 26-16; Amending the Budget for Fiscal Year 2025-2026 with any amount over the 35% going to the Capital Projects fund, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

i. Discussion/possible action to adopt Resolution 26-17; Adopting the Property Tax Impact Schedule

Jill Hunt explained this is the process for Truth In Taxation this is the fee schedule reviewed last month and included in this packet. She read the Harrisville Property Tax Impact Schedule included in the budget packet. Council Member Montgomery inquired with our certified rate will this change. Jill Hunt stated this is part of the formal process for Truth In Taxation. We need to adopt a Property Tax Impact Schedule. Brody Flint stated this is just following the process. The state requires us to perform these steps. This is not adjusting the rate or choosing the rate. This is just the process we are required to follow. You will vote in August on the final budget.

Motion: Council Member Fawcett made a motion to adopt Resolution 26-17; Adopting the Property Tax Impact Schedule, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

j. Discussion/possible action to adopt Resolution 26-18; Adopting a Property Tax Levy Subject to Truth In Taxation.

Jill Hunt reminded this resolution states we are going through the Truth In Taxation process. Council Member Montgomery inquired is this state law as well. Mayor Shuman stated the process is due to our code requiring Truth In Taxation. Jill Hunt stated this resolution is due to state law. The Truth In Taxation is done yearly due to city code. Mayor Shuman stated he read in the league guide book that the only reason to do Truth In Taxation is because you cannot balance your budget. Council Member Fawcett stated the goal for requiring Truth In Taxation every year is to increase transparency.

Motion: Council Member Wilhelmsen made a motion to adopt Resolution 26-18; Adopting a Property Tax Levy Subject to Truth In Taxation, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes

Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

k. Discussion/possible action to adopt Resolution 26-15; Interim Budget Adoption.

Jill Hunt explained this is the action item for the adoption of the interim budget. The changes were covered during the discussion prior to the public hearing.

Motion: Council Member Fawcett made a motion to adopt Resolution 26-15; Interim Budget Adoption, seconded by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

l. Discussion/possible action to adopt Resolution 26-14; a Resolution creating the Parks and Recreation Committee.

Jennie Knight reminded Council this resolution was tabled during the last meeting. Council Member Wilhelmsen and Council Member Montgomery have been working on the language of this resolution. The resolution in the packet includes their changes. Council Member Wilhelmsen stated the members were updated to be between 5 to 9 people. The goal is for the committee to be ongoing. There would be alternating 2-year terms. Members of the committee would elect a chair. Council Members or staff members would serve as ex officio members. That prevents them from being voting members. They would act in an advisory role. This way the committee could make the recommendations to Council. Council Member Montgomery stated the other intention was to have this committee make recommendations to Planning Commission for parks and large projects. Bryan Fife stated he is happy to help however he can. Council Member Wilhelmsen stated they have some fliers with a survey asking the public what they would like to see at the parks.

Motion: Council Member Fawcett made a motion to adopt Resolution 26-14; a Resolution creating the Parks and Recreation Committee, second by Council Member Montgomery.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

m. Discussion/possible action to surplus computers

Jennie Knight explained we have some computer equipment that is no longer being used. We are asking for permission to sell or destroy the devices whichever is most appropriate.

Motion: Council Member Fawcett made a motion to surplus computers, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

n. Flock Camera Discussion.

Chief Wilson reported Pleasant View has entered an agreement with Flock to have some trial cameras in their city. The issue is they want to put the camera by Beto's which is in Harrisville City. They are asking our permission to put the camera there. We have applied for a grant to get two Flock cameras but these would be in south part of the city. Council Member Wilhelmsen inquired what flock is. Chief Wilson stated they are license plate readers. Mayor Shuman inquired is this asking for an action. Chief Wilson stated just for Council to provide direction. The only problem is we need to get an MOU with Pleasant View to utilize their cameras. Council Member Fawcett inquired can we get the MOU in place. Chief Wilson stated yes, we can. Council directed staff to allow Pleasant View to install a Flock camera.

o. Discussion/possible action to approve sidewalk replacement.

Bryan Fife stated his intent was to bring some information about sidewalk replacement before Council. The information did not come in quick enough to make the presentation and he requested the item to be tabled.

Motion: Council Member Montgomery motioned to table sidewalk replacement, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

p. Road Closure Discussion

Jennie Knight explained we have had a request from a resident to close their road for neighborhood block parties. We have not historically allowed this. The state legislature is encouraging people to have block parties for the America250 committee. We would need to put

together a permit for this. We do not want to start the process if Council does not want to proceed. Council Member Montgomery stated having a block party policy beyond this year would be a good idea. His recommendation is no major routes can be closed but keep it to a single block closure with an emergency plan in place for responders. Council Member Wilhelmsen agreed. We need a policy to provide guidelines. Council Member Christensen stated the only issue he sees is closures on major roads. Chief Wilson stated he recommends a maximum number of closures per day. Council Member Fawcett stated she agrees with the need for an application or permit process. Jennie Knight stated we had an application for August we will work quickly to get it in place by then. Council directed staff to develop a policy allowing road closures for block parties.

6. Mayor/Council Follow-up

Chief Wilson reported it is summer. Kids are out and they are busy. Sergeant Millaway just graduated from the first phase of the FBI Leadership Program. He will go for the next training in July. Officer Vanbeekum is off FTO. We completed our tactical medical training with the task force last month.

Bryan Fife explained the cleanup days went well. There was a total of 60 loads. 6 dumpsters filled with 0 nonresident contacts. Baseball and softball have their last games tomorrow. We have not had any major hiccups. The gardening classes will be on June 16. They are well attended. There is a movie in the park June 12. The splash pad had some issues on opening day. An alarm was triggering. They bypassed the false alarm. The splash pad flooded and staff was able to fix it while awaiting the specialty part. It is being used heavily.

Jennie Knight thanked staff for their efforts.

Council Member Wilhelmsen stated we need to review the America250 Celebration. He asked Breton Prall to present for the America250 Committee. Breton Prall stated he wanted to provide a brief overview. There will be a morning of service, a fun run with flags with a food drive, food trucks, and fireworks. The committee would like to send a survey out to the community. They want to put up 250 flags which would require volunteers. The flags would be taken down before the fireworks. Evening entertainment includes some local live groups. The event budget would fit within the \$2,000 from the grant and the \$6,000 from the city. The games will be educational and would involve the YCC. They would help teach about the founding of our nation and the constitution. Food trucks have been invited to participate. Currently we have confirmation from 4 of them. There is a balance, if there are too many food trucks they do not want to come. The committee's understanding was this year's fireworks were already paid for. He questioned would we need to use this year's budget for fireworks next year. Bryan Fife stated there is a separate line item for fireworks. Breton Prall stated the committee was curious about getting signs and banners to ensure the event is well attended. The committee discussed providing matching t-shirts for the morning of service. The committee would like to display the names of service members on flags placed around the walking path. Council Member Wilhelmsen stated Shanna Edwards is doing the research from the city history books. The goal is to have the flags with service members be a continuing event. Breton Prall questioned if staff has the ability to make a QR code for the survey. For the Heroes Boulevard we would need to ask for donations to get this started. It would require city support for ongoing maintenance. He asked for staff or Councils support if they have experience planning large events. Chief Wilson inquired do you have a map for the parking lot or other spaces used. Breton Prall stated we are currently not using the parking lot. We would use the bowery, walking track, and grass areas. Bryan Fife stated he emailed a list to Council Member Hadley of ideas. He needs to know soon about the events so he can schedule staff. Jennie Knight inquired we usually reserve the cabin so we can

use the chairs and tables during these events. She questioned do you think we would need the cabin chairs. We have a resident asking to reserve the cabin that day. Council Member Wilhelmsen stated he thinks we would need the chairs. Council Member Montgomery and Council Member Fawcett agreed.

Council Member Wilhelmsen inquired can we get Weber County to come present on the certified tax rate. He is interested how they put the rate together.

Council Member Montgomery stated we received a letter from J Stanton about Heavenly Fields. That is zoned R-3. It was zoned in 2010. Has the project been approved for that long. Mayor Shuman stated an extension was approved in January. It would expire the second week of July with Project Management. Council Member Montgomery stated this has been on hold for 16 years. Mayor Shuman stated this resident is upset about the high density going in behind him. The project has been continually worked on for years. Council Member Montgomery inquired why have they been allowed to work on this for 16 years. Do we have rules for the expiration. Jennie Knight stated the R-3 zone was grandfathered in. The project was approved in July of 2024. They are governed by the zoning standards of Ordinance 255. Council Member Montgomery stated the memo he received stated uses were approved but not standards. Brody Flint inquired are we asking about what the standards are. Council Member Montgomery stated it would be under standards. Jennie Knight stated it would be under the R-3 zone standard. Council Member Montgomery stated you cannot grandfather standards on vacant land. If it is not built it does not have a non-conforming right. Mayor Shuman stated if the developer has approval and was given guidelines he would operate under those guidelines. Council Member Montgomery stated the R-3 has no design standards. Mayor Shuman stated the developer has an approved process with an extension through July. If the City were to revoke the approval now, he can sue us. If the resident decides he wants to sue then he can. Council Member Montgomery inquired has the sign been removed from the old public building. Jennie Knight stated she does not have an update.

Mayor Shuman stated he appreciates staff and their efforts

7. Adjournment

Motion: Council Member Fawcett motioned to adjourn the meeting, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen,	Yes
Council Member Fawcett,	Yes
Council Member Christensen,	Yes
Council Member Hadley,	Excused
Council Member Montgomery,	Yes

The motion passed unanimously.

The meeting adjourned at 10:05 P.M.

Roger Shuman

Mayor

ATTEST:

Jack Fogal

City Recorder

Approved this 14th day of July, 2026

DRAFT

**HARRISVILLE CITY
RESOLUTION 26-20**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, APPROVING AN
INTERLOCAL AGREEMENT BETWEEN HARRISVILLE CITY AND
WEBER COUNTY FOR SURVEYOR 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, require that governing bodies of governmental units adopt resolutions approving interlocal agreement before such agreements may become effective; and

WHEREAS, Harrisville City periodically requires professional surveying services in connection with public infrastructure, rights-of-way, municipal facilities, land use matters, and other public projects; and

WHEREAS, Weber County maintains qualified personnel and resources capable of providing surveying services to local governmental entities; and

WHEREAS, Council finds that entering into an Interlocal Agreement (hereafter “Agreement”) with Weber County for the provision of surveying services will promote efficiency, reduce duplication of governmental services, and provide cost-effective access to professional surveying expertise; and

WHEREAS, Council finds that the proposed Agreement is in the best interest of Harrisville City and its residents and will enhance the City's ability to effectively carry out municipal operations and public projects.

NOW, THEREFORE, the City Council of Harrisville City hereby resolves to enter into the Agreement attached hereto as Exhibit “A” with Weber County for the provision of surveying services, and the Agreement is hereby approved. The Mayor is hereby authorized to execute said Agreement on behalf of the City.

PASSED AND ADOPTED this 14th day of July, 2026.

ROGER SHUMAN
Mayor

Roll Call Vote Tally
Yes No

JACK FOGAL
City Recorder

Mr. Wilhelmsen	_____	_____
Mr. Montgomery	_____	_____
Mr. Christensen	_____	_____
Mr. Hadley	_____	_____
Ms. Fawcett	_____	_____

DRAFT

INTERLOCAL AGREEMENT

between
WEBER COUNTY
and
 CITY
for survey related services

THIS AGREEMENT is between WEBER COUNTY ("County"), a body corporate and politic of the State of Utah and _____ ("City"), a municipal corporation in Weber County. County and City may be referred to jointly as the "parties."

RECITALS

WHEREAS, County and City are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and

WHEREAS, City desires to use the Weber County Recorder/Surveyor's Office for Subdivision Reviews, and Additional Survey services; and

WHEREAS, County has the resources and is capable of providing the activities requested by City as described in this Agreement; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

- The Weber County Surveyor's Office ("Surveyor") agrees to review all plats of proposed subdivisions within the city limits, for City, to help ensure compliance with the survey related requirements of U.C.A. § 17-79-7, U.C.A. § 10-20-8, and Weber County Code Title 106 as applicable.
- City may request that Surveyor verify location of new land survey monuments for a subdivision which has been reviewed by the Surveyor.
- City may request additional surveys or survey related services from Surveyor. Any additional services requested by City will be agreed upon after consultation between

the City and the County defining the scope of services to be performed and total sum for each request.

- All services provided pursuant to this section shall be at the request of City and subject to the discretion of the Surveyor.

2. EFFECTIVE DATE

This Agreement shall be effective upon execution and shall continue for a period of 5 years (“Term”). The parties may extend the Term of this Agreement for an additional 5 years in the form of an amendment executed by the parties.

County and City reserve the right to review this Agreement during the Term or additional terms regarding performance and cost and may negotiate costs and additional or amended service elements. Any changes to this Agreement shall be in a written amendment executed by the parties.

3. TERMINATION

The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. CONSIDERATION

- A fee of \$900 + \$25 per lot and/or unit for any subdivision review consisting of 2 review cycles shall be paid directly to the Weber County Surveyor’s Office prior to the start of any review. A change fee of \$300 + \$25 per lot and/or unit applies for any change in boundary, phasing, lot, or road configuration to a plat previously submitted for review, to be paid directly to the Weber County Surveyor’s Office prior to the start of any subsequent reviews. A plat submitted which has not addressed prior comments is considered a non-compliant submittal and the office may require a \$75 fee to be paid before completing the review per Sec 45-4-3 of Weber County Code.
- A fee of \$400 per monument shall be paid directly to Weber County Surveyor’s Office prior to start of any monument verification process. This fee only applies to new monuments within a subdivision which has been reviewed by the Surveyor.
- Specific survey services not otherwise specified hereon will be done on a lump sum basis in an amount agreed upon between the City and Surveyor.

5. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and City under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and City of employer and employee, partners or joint ventures'. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

6. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. County and City shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. County and City shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

7. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under this Agreement. County and City are responsible, at their sole expense, to acquire,

maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

9. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

10. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

11. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

12. INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

13. INSURANCE

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

14. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

15. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to § 11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. 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, or 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; and
- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire integrated understanding between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations, or negotiations, whether written or oral, between the parties relating to such subject matter. This Agreement may not be enlarged, modified, or altered, except in writing, signed by both parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
WEBER COUNTY COMMISSION CHAIR

By: _____
_____ CITY

Date: _____

Date: _____

Commissioner Harvey voted _____
Commissioner Bolos voted _____
Commissioner Froerer voted _____

Attest: _____
Weber County Clerk/Auditor

Approved as to form

Date

Approved as to form

Date

**HARRISVILLE CITY
RESOLUTION 26-21**

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

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

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, 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 2 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, the City, through the Harrisville Police Department, is qualified to provide School Resource Officer services to schools located within the Weber School District (hereafter “WSD”;

WHEREAS, Council finds that providing School Resource Officer services promotes the safety and security of students, faculty, staff, and the public while fostering positive relationships between law enforcement and the community;

WHEREAS, the City and WSD have mutually agreed to School Resource Officer services;

WHEREAS, the City and WSD desire to establish the terms and conditions under which the City will provide School Resource Officer services to designated schools within the WSD;

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

WHEREAS, Council has reviewed the proposed Agreement and finds that entering into the Agreement is in the best interests of the community;

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

PASSED AND APPROVED by the Harrisville City Council this 14th day of July, 2026.

ROGER SHUMAN, Mayor

ATTEST:

JACK FOGAL, City Recorder

Roll Call Vote Tally	Yes	No
Grover Wilhelmsen	_____	_____
Jason Hadley	_____	_____
Blair Christensen	_____	_____
Karen Fawcett	_____	_____
Greg Montgomery	_____	_____

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

This Interlocal Agreement (the "Agreement") is made and entered into this _____ day of _____ 2026, pursuant to the provisions of The Interlocal Cooperation Act, Title 11, Chapter 13, et seq., Utah Code Annotated 1953 as amended, "Interlocal Act" by and between _____, a Utah Municipal Corporation (hereinafter referred to as "the Agency"), and The Board of Education of the Weber School District, a school district of the State of Utah (hereinafter referred to as "District"). Collectively, the Agency and the District are referred to as the "Parties."

WITNESSETH

WHEREAS, the District desires to ensure a safe and secure environment for its students, faculty, and campus visitors, allowing students to obtain a quality education free from distractions; and

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

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

WHEREAS, the Parties intend to operate the School Resource Officer Program in accordance with applicable Utah law, including Utah Code §§ 53G-8-701 through 53G-8-703.2 and any successor provisions; and

WHEREAS, both Parties seek to establish a platform for positive interactions between law enforcement personnel, students, and staff to build collaborative, proactive, and problem-solving partnerships within the community; and

WHEREAS, the Parties have recently negotiated and finalized a new cost-sharing formula and operational parameters to structure their ongoing partnership;

NOW, THEREFORE, pursuant to the Interlocal Act and in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION ONE: AGREEMENT & ADMINISTRATION

1.01 Scope of Agreement. This Agreement establishes a standardized framework and cost formula under which the Agency agrees to provide School Resource Officers ("SROs") to furnish law enforcement and safety services within the District. The SRO Program operates as a collaborative endeavor to support an efficient learning environment, reduce

youth-related criminal activity on or about school property, and establish positive relationships with the community's youth.

- 1.02 Definition.** "School Resource Officer" or "SRO" means a sworn law enforcement officer employed by the Agency and assigned to provide services under this Agreement consistent with Utah Code Ann. §53G-8-701.
- 1.03 Law Enforcement Unit.** The District designates the SROs provided by the Agency under this Agreement as its "Law Enforcement Unit" under federal and state privacy statutes. The Parties acknowledge that SROs may simultaneously function as members of the District's designated Law Enforcement Unit and as School Officials with legitimate educational interests for purposes authorized by FERPA and applicable state law.
- 1.04 Administrator of Agreement.** The chief law enforcement or designee shall serve as the administrator of this Agreement for the Agency. The District's Superintendent or designee shall serve as the administrator for the District.
- 1.05 Assignment and Feedback.** The Parties agree to jointly discuss SRO applicants and specific school assignments prior to an officer being stationed at a school, in compliance with Utah Code Ann. § 53G-8-703. The Agency explicitly agrees to accept ongoing feedback from the District regarding any SRO's performance.
- 1.06 Integration & Supersedence.** This Agreement terminates, supersedes, and replaces any prior existing Agreement or Memorandum of Understanding for the provision of SRO services—whether oral or written—previously in effect between the Parties.
- 1.07 Agency Liaison.** The Agency shall designate an SRO supervisor or other command-level representative to serve as the primary liaison between the Agency and the District regarding staffing, scheduling, training, performance concerns, program administration, and operational coordination under this Agreement.

SECTION TWO: TERM, REVIEW, AND TERMINATION

2.01 Term. This Agreement shall become effective at 12:01 a.m. on _____, 2026, and shall remain in effect through June 30, 2031, unless earlier terminated as provided herein. The Parties intend this Agreement to govern the 2026–2027 through 2030–2031 school years, or for a period of five (5) years.

2.02 Annual Review. The Parties shall formally review this Agreement at least annually, or upon the written request of either Party, to evaluate the effectiveness of the School Resource Officer program, operational practices, staffing, costs, and compliance with applicable law.

2.03 Change in Leadership Review. Consistent with state model guidelines, the Parties shall conduct a comprehensive review of this Agreement within ninety (90) days following a significant change in executive leadership, including the appointment of a new Superintendent, Sheriff, Chief of Police, or equivalent official.

2.04 Amendments. This Agreement may be modified or amended only by a written instrument duly authorized and executed by both Parties.

2.05 Non-Renewal. Upon expiration of the term, either Party may elect not to renew or extend this Agreement by providing written notice to the other Party at least ninety (90) days prior to June 30, 2031.

2.06 Early Termination. Either Party may terminate this Agreement prior to its expiration by providing at least ninety (90) days' written notice to the other Party. Termination shall become effective at the conclusion of the notice period unless otherwise agreed in writing by both Parties.

2.07 Effect of Termination. In the event of termination, compensation shall be prorated based upon services actually provided through the effective date of termination. The District shall have no obligation to pay for services not rendered beyond the termination date, and any overpayment or prepaid amount shall be reconciled accordingly.

2.08 Notice. Any notice required under this Section shall be provided in writing and delivered to the designated representatives of each Party in accordance with this Agreement.

2.09 Appropriation Clause. The obligations of the District under this Agreement are contingent upon the annual appropriation by the Board of Education of funds sufficient to perform the District's obligations under this Agreement. If sufficient funds are not appropriated for any fiscal period, the District may terminate this Agreement upon written notice to the Agency. Such termination shall be effective upon the later of the date of non-appropriation or thirty (30) days after written notice, and the District shall have no further obligation except to pay for services actually and properly rendered prior to the effective date of termination.

SECTION THREE: POSITION ALLOCATION & FISCAL TERMS

3.01 Funded Positions. The District will fund a total of 16 full-time SRO positions across the District's Junior High Schools, High Schools, and other designated schools (see Attachment A).

3.02 Costs. Actual salary and benefits costs shall include base salary, employer-paid retirement contributions, FICA, Medicare, workers compensation, health insurance, dental insurance, life insurance, and other direct employment costs customarily included in the Agency's personnel budgeting process. Each Agency shall provide proposed annual cost calculations no later than March 1 preceding the upcoming school year.

3.03 Agency Equipment and Resources. The Agency shall provide all personnel, supervision, vehicles, communications equipment, uniforms, firearms, body-worn cameras, computers, evidence storage resources, and other equipment reasonably necessary for the performance of services under this Agreement unless otherwise agreed

in writing.

3.04 Individual Agency Contracts. While this agreement outlines the standardized formula, the District will contract individually with each participating municipal or law enforcement entity utilizing this exact structural template.

3.05 Phased Reimbursement Cost Formula. Phased Reimbursement Cost Formula. SRO funding will follow a five-year phased-in cost formula, working systematically toward 100% District reimbursement of 75% of each officer's actual annual salary and benefits. The baseline cost per officer shall be determined based on each individual entity's actual annual salary and benefits. Funding shall be divided as follows:

Contract Year	Academic Year	District Funding Share	Agency Funding Share
Contract Year 1	2026–2027	80%	20%
Contract Year 2	2027–2028	85%	15%
Contract Year 3	2028–2029	90%	10%
Contract Year 4	2029–2030	95%	5%
Contract Year 5	2030–2031	100%	0%

3.06 Annual Cost Adjustments. The baseline cost per officer will be adjusted annually based upon actual, documented increases or decreases in salary and benefits costs as officially reported by the Agency..

3.07 Phased-In Absence Grace Period & Billing Credits. SROs are required to be present on District school campuses during regular school hours on each day school is in session (typically 7:30 AM to 3:30 PM). To accommodate necessary training, illness, or agency emergencies, the following phased-in grace period will apply to SRO absences for which no replacement officers is provided:

- Year 1 (2026–2027): Up to Five (5) consecutive days of absence grace period.
- Year 2 (2027-2028): Up to Four (4) consecutive days of absence grace period.
- Year 3 (2028-2029): Up to Three (3) consecutive days of absence grace period.
- Year 4 (2029-2030): Up to Two (2) consecutive days of absence grace period.
- Year 5 (2030–2031): Up to One (1) consecutive day of absence grace period.

Note: Each grace period applies to a single continuous absence and is not cumulative over the course of the school year. Once the SRO returns to duty, the applicable grace period resets for any future absence. Billing credits shall apply beginning on the first day following the applicable grace period.

3.08 Reimbursement of Unexcused Time. The Agency shall make reasonable efforts to provide a qualified substitute officer whenever an assigned SRO is absent. In the event an assigned SRO is absent from their school past the allowed grace period, and no qualified substitute officer is provided by the Agency to fulfill the SRO's duties, the District shall be credited a proportional daily amount of that year's annual fee for each day the SRO remains absent past the applicable threshold. This credit shall be calculated by dividing the school year's annual reimbursement rate by the number of active student instruction days in the school year, applied as a direct offset to the Agency's invoice.

3.09 Extra Duty Compensation. Each individual school shall reimburse the Agency for all extra duty assignments, such as athletic games, dances, or extracurricular events for which the School explicitly requests the physical services of an SRO or additional officers, in accordance with Paragraph 10.02 of this Agreement.

SECTION FOUR: ROLES, RESPONSIBILITIES, & QUALIFICATIONS

4.01 Basic SRO Qualifications. To serve as an SRO within the District, an officer must be selected through a collaborative process and meet the following criteria:

- A. Be a POST-certified officer with at least three years of active law enforcement experience.
- B. Possess appropriate knowledge and understanding of federal laws, state laws, local ordinances, and District Board of Education policies applicable to school environments.
- C. Be fully trained and capable of conducting complex criminal investigations.
- D. Possess an even temperament, communication skills tailored to a diverse school environment, and serve as a positive role model.
- E. Have a clean service record with no sustained disciplinary findings involving excessive force, sexual misconduct, dishonesty, discrimination, or other conduct incompatible with assignment to a school environment.
- F. Complete mandatory specialized SRO training, including state requirements under Utah Code Ann. § 53G-8-702 & 53G-8-703, focusing on youth mental health, restorative practices, de-escalation, child development, and constitutional law.
- G. The officer should ideally volunteer for the SRO assignment, rather than being involuntarily placed.
- H. Upon selection, successfully complete the 40-hour Basic SRO training course offered by National Association of School Resource Officers (NASRO), or equivalent Utah POST certified training.
- I. Complete the adolescent mental health training course within one year of completing the basic training course.
- J. The SRO shall complete all District-required training applicable to assigned personnel, including training related to the Appropriate Use Policy (AUP), the Family Educational Rights and Privacy Act (FERPA), and the authorized access and use of the District's security camera system.

4.02 Authority and Employment Status.

- A. SROs assigned under this Agreement shall remain employees of the Agency and shall not be considered employees, agents, officers, or representatives of the District.
- B. SROs shall remain subject to the Agency's chain of command, policies, procedures, training requirements, supervision, discipline, and personnel practices.
- C. Nothing in this Agreement shall be construed to create any entitlement to District wages, benefits, retirement systems, workers' compensation coverage, or other employment-related benefits for any SRO.
- D. The Agency retains sole authority regarding the hiring, evaluation, discipline, promotion, reassignment, and termination of SRO personnel, subject to any consultation requirements contained in this Agreement.
- E. The Agency supervisor and District Safety and Security Director shall meet at least annually to evaluate the effectiveness of the SRO program and discuss officer performance, training needs, and program improvements.
- F. The District shall provide and maintain current emergency contact information for designated District administrators and school personnel.

4.03 Primary Duties of SROs. SROs will remain visible on school grounds and perform the following duties:

- A. **Schedule.** The SRO shall be assigned to and physically present on District school campuses during regular school days while school is in session, generally between the hours of 7:30 a.m. and 3:30 p.m., unless otherwise authorized to be absent due to official duties, training, leave, court appearances, emergencies, or supervisory approval. Adjustments to the SRO's work schedule may be authorized by the building administrator in consultation with the District's Safety and Security Director and the Agency supervisor, as necessary to meet operational, safety, or school-related needs.
- B. **Time Allocation & Visibility:** Allocate daily time across law enforcement, foot patrol, perimeter checks, building relationships, and campus security. SROs shall actively walk corridors during passing times, supervise cafeterias during lunches, and monitor entry/exit points and parking lots during arrival and dismissal.
- C. **Absence Notification.** The SRO shall promptly notify the Agency supervisor and the building administrator of any anticipated or unanticipated absence resulting from illness, leave, training, court appearances, emergency reassignment, or other circumstances that may affect the SRO's availability on campus.
- D. **School Safety & Threat Assessment:** Participate as an active member on the school's safety and threat assessment teams. Collaboratively develop comprehensive school safety and emergency plans with building administrators.
- E. **Emergency Safety Drills.** The SRO will participate in and oversee all required school emergency drills including lockdown drills under the Standard Response Protocol (SRP).

- F. **Student Resource Connection:** Assist school administrators in identifying students in need of non-law enforcement support structures (e.g., substance abuse counseling, problem-solving skills, social skills development, or external youth services).
- G. **Daily Activity Logs:** Maintain an ongoing daily activity log detailing all official law enforcement interventions, including any arrests, detentions, interviews, custodial interrogations, searches, seizures, or citations issued on campus as defined by **Utah Code § 53E-1-516**.
- H. **Role Model.** Serve as a positive role model and trusted adult for students by initiating positive student interactions and building positive relationships.
- I. **Restorative Approaches.** Understand the District's student conduct and disciplinary processes, which emphasize the use of positive behavior interventions and restorative approaches to address behaviors and minimize the use of law enforcement intervention.
- J. **Media Notification.** The SRO shall notify the Agency supervisor and the District's designated communications representative of any significant incident occurring on school property that is reasonably likely to result in media attention, public inquiry, or heightened community concern.

4.04 Prohibited SRO Activities. SROs are law enforcement officers and are **not** school employees. SROs shall not:

- A. Act as substitute teachers, hall monitors, or substitute school administrators.
- B. Handle or execute internal school disciplinary actions or code of conduct violations, which remain the sole prerogative of school administrators.
- C. Act as a counselor for student issues unrelated to law enforcement, school safety, or crime prevention. Such matters shall be referred to appropriate school personnel.
- D. Be left in sole charge of a school building or designated as a building administrator in the absence of school administration.
- E. Transport students in a law enforcement or personal vehicle except when required for an official law enforcement purpose, a medical emergency, or other circumstance authorized by law and Agency policy.
- F. Permit students to handle, wear, operate, or otherwise use law enforcement equipment, including handcuffs, firearms, conducted energy devices, batons, or other law enforcement tools, except as part of an approved educational demonstration, safety program, or other Agency-authorized activity that does not involve the restraint or detention of a student.

4.05 District and School Administrator Responsibilities. School administrators shall retain primary responsibility for school discipline and shall:

- A. Differentiate between school disciplinary matters and potential criminal conduct and respond accordingly;
- B. Utilize de-escalation, restorative practices, and school-based interventions whenever appropriate;
- C. Attend required SRO-administrator training programs;

- D. Meet regularly with assigned SROs regarding school safety concerns, threat assessment, prevention efforts, and student support strategies;
- E. Provide reasonable workspace and storage accommodations for assigned SROs;
- F. Assist the SRO in carrying out lawful investigations occurring on school property when appropriate;
- G. Inform the SRO of administrative outcomes when criminal conduct has been referred for law enforcement action; and
- H. Participate in school safety planning, emergency preparedness activities, and threat assessment processes as required by law or District policy.

SECTION FIVE: ADMINISTRATIVE DISCIPLINE VS. CRIMINAL ENFORCEMENT

5.01 Student Rights. The Parties acknowledge that all interactions involving students shall be conducted in accordance with applicable federal and state constitutional protections, statutory rights, and procedural safeguards afforded to minors. SROs shall not impose school disciplinary consequences or sanctions and shall not be used as a substitute for school disciplinary processes.

5.02 Offenses and Referrals. The Parties agree to maintain a clear distinction between school disciplinary matters and violations of criminal law. Consistent with Utah law, school administrators shall retain primary responsibility for student discipline, while School Resource Officers (SROs) shall retain their independent law enforcement authority. When legally permissible and consistent with public safety, diversionary, restorative, and evidence-based intervention programs shall be considered before referral to juvenile court. Nothing herein shall prevent an SRO from taking immediate action when necessary to prevent injury or serious bodily harm, significant property damage, or ongoing criminal activity.

A. Infractions, Class C Misdemeanors, and Status Offenses. Infractions, Class C misdemeanors, and status offenses occurring on school property, including minor school disruption, disorderly conduct, and similar behavioral violations, shall be addressed through school-based interventions and evidence-based alternative programs whenever appropriate. This provision applies to students who have committed an offense on school property where the student is currently enrolled.

- Except as otherwise authorized by law, a referral to juvenile court for a Class C misdemeanor or status offense occurring on school property shall occur only after:
 1. The student has previously committed an offense on school property for which a referral to an evidence-based alternative intervention, youth services program, or other authorized early intervention service was made; and
 2. The requirements of applicable Utah law governing juvenile court referrals have been satisfied.

- Nothing in this section shall prohibit immediate law enforcement action when necessary to address an imminent threat to safety, protect persons or property, or respond to criminal conduct for which diversion is not legally required.

B. Habitual Truancy. Referrals related to habitual truancy shall be handled in accordance with applicable Utah law. School personnel shall make reasonable efforts to utilize attendance interventions, evidence-based services, and other available supports before seeking court involvement.

C. Class B and Class A Misdemeanors. For Class B and Class A misdemeanors occurring on school property, school administrators and SROs are encouraged to consult and collaborate regarding appropriate responses. Available responses may include:

1. School disciplinary action;
2. Referral to evidence-based intervention or diversion programs;
3. Referral to youth services or community-based resources; or
4. Referral to the juvenile court system.

D. Felony-Level Offenses. When student conduct on school property reasonably appears to constitute a felony offense, the SRO may assume primary responsibility for any criminal investigation. Where legally appropriate, the SRO may refer the matter to the court of proper jurisdiction or other prosecuting authority.

1. Nothing in this Agreement limits the independent legal authority of a school administrator or SRO to make referrals authorized by Utah law.
2. The SRO shall make reasonable efforts to keep the principal or designated school administrator informed regarding the status of the investigation and shall provide notice of any formal referral as soon as practicable, absent circumstances that would compromise the investigation or violate applicable law.

E. SRO Presence During Administrative Investigations. Nothing in this Agreement prohibits an SRO from being present during school disciplinary investigations or administrative interviews. An SRO may serve as a security presence, provide consultation regarding safety concerns, and take appropriate law enforcement action when:

1. A real or immediate threat to student, staff, or public safety exists;
2. Criminal conduct is suspected or disclosed;
3. The matter transitions from a purely disciplinary issue to a criminal investigation; or
4. Other circumstances arise requiring law enforcement intervention under applicable law.
5. The presence of an SRO during an administrative investigation shall not, by itself, convert a school disciplinary matter into a criminal investigation.

5.03 Disagreement Resolution Protocol. In the event a localized dispute arises

between a building principal and an assigned SRO regarding operational access to students, deployment, or record sharing, the following step-by-step escalation path shall be utilized:

Step 1: The principal shall contact the District's School Safety & Security Director to formally mediate the dispute between the administrator and the SRO.

Step 2: If the Director cannot resolve the impasse via mediation, the Director will contact the SRO's immediate command supervisor within the Agency to seek operational remediation.

Step 3: If the dispute remains unresolved following supervisor intervention, the District's legal counsel, the Agency's legal counsel, and, if appropriate, the Weber County Attorney's Office shall meet to issue a final administrative resolution.

5.04 Emergency Personnel Removal. If a critical situation arises wherein the District reasonably believes that the ongoing on-site presence of a specific SRO constitutes a direct, immediate threat to the safety, physical health, or well-being of the school community, the District reserves the right to direct that individual SRO to leave school premises immediately. The SRO shall not return to the school until the District and the Agency leadership have jointly reviewed and resolved the underlying matter. The absence grace period set forth in Section 3.07 shall not apply to any absence resulting from an emergency personnel removal under this Section. The District shall not retroactively assess or recover billing credits for any portion of such absence occurring while the matter is under review and resolution pursuant to this Section.

SECTION SIX: SEARCHES, INTERVIEWS & ARREST PROCEDURES

6.01 Constitutional Standards for Searches. All searches conducted on school property shall strictly comply with state and federal constitutional boundaries:

- **Administrative Searches:** When an administrator conducts a search regarding a violation of school rules or board policy, the administrator must possess reasonable suspicion that the search will turn up evidence of a violation, and the search must be reasonable in its geographic scope. School staff, not SROs, shall conduct routine rule-based searches.
- **Law Enforcement Searches:** When an SRO conducts a search regarding an infraction of criminal law, the SRO must possess probable cause and secure a warrant where required, unless an established legal exception applies. An SRO may conduct a protective pat-down or search based on *reasonable suspicion* only under emergency, exigent circumstances where a weapon or immediate threat to physical safety exists. SRO searches should be conducted with a school administrator present whenever reasonably possible.
- **Investigatory Stops or Temporary Detentions.** The SRO shall comply with applicable state and federal law and shall be limited to circumstances where reasonable suspicion exists that criminal activity has occurred, is occurring, or is about to occur.

6.02 Student Questioning and Interviews.

- A. **School Investigations:** School administrators shall take the lead when questioning students regarding internal code of conduct violations. SROs may be physically present during these administrative interviews but must remain passive observers and refrain from participating if the focus is entirely a school infraction. Administrators may legally question students regarding school rules without issuing Miranda warnings or notifying parents.
- B. **Criminal Investigations (On-Campus Offenses):** If an SRO needs to interview or question a student regarding a criminal offense that occurred on campus or at a school-sponsored event, they must collaborate with the principal to arrange the interview. When questioning minors under the age of 18 who are suspected of criminal activity, SROs must strictly comply with the Utah Rules of Juvenile Procedure and state parental notification statutes. The SRO and principal shall coordinate to ensure the interview occurs with the minimal possible disruption to the learning environment. To the extent required by Utah law, reasonable efforts shall be made to notify a parent or guardian before custodial interrogation of a student.
- C. **Unrelated Criminal Investigations (Off-Campus Offenses):** SROs or outside law enforcement officers are strictly prohibited from interviewing students at school regarding alleged offenses that occurred off school grounds and are completely unrelated to school events, unless:
 - 1. Documented exigent circumstances or immediate safety risks exist; or
 - 2. The officer is actively conducting a specialized child abuse or neglect investigation.

6.03 Outside Law Enforcement Agencies. If a law enforcement officer, agent, or official from any local, state, federal, or tribal agency seeks to interview, question, detain, arrest, serve process upon, or otherwise contact a student on school property in connection with an official investigation, the School Resource Officer (SRO), if aware of the request, shall promptly notify the building administrator.

- A. Prior to any contact with the student, the building administrator shall notify the Superintendent or designee and consult with District legal counsel, unless prohibited by law, court order, warrant, or other legal process.
- B. The District shall make reasonable efforts to verify the identity and authority of the requesting agency and review any warrant, court order, subpoena, or other legal documentation presented in support of the request.
- C. Nothing in this provision shall prevent law enforcement from taking immediate action when required by a judicial warrant, court order, exigent circumstances, or an immediate threat to the safety of any person. In such circumstances, the building administrator and District legal counsel shall be notified as soon as practicable.
- D. The SRO shall not facilitate or participate in contact between a student and an outside law enforcement agency except as required by law, necessary for school

safety, or otherwise authorized by this Agreement.

6.04 Arrest Protocols. If a formal arrest or criminal citation becomes necessary on campus, the SRO must consult with the building administration beforehand. The administrator shall arrange to have the student quietly brought to a private office where the arrest can take place out of view of the general student population, minimizing disruption.

- A. *Exception:* If the student poses an immediate danger to themselves or others, or is in active flight to evade law enforcement, the SRO may immediately detain or arrest the student in a minimally disruptive manner.
- B. Following any student arrest by an SRO, the school administrator shall notify the student's parents or legal guardians as soon as reasonably practicable, providing them with the exact name of the arresting agency, the officer's contact details, and the physical location where the student is being transported.

6.05 Student Accommodations. To the extent permitted by FERPA, IDEA, Section 504, and other applicable law, school administrators may provide relevant information to an SRO regarding a student's disability, behavioral intervention plan, safety plan, accommodation, or other special circumstance when reasonably necessary to protect student safety, facilitate appropriate communication, or assist the SRO in performing official duties.

6.06 Information Sharing. To the extent permitted by federal and state law, school administrators and SROs may share information concerning incidents occurring on school property when such information is reasonably necessary for the performance of their respective educational, safety, disciplinary, or law enforcement responsibilities.

SECTION SEVEN: ACCESS TO STUDENT AND GOVERNMENT RECORDS

7.01 District Policy. The District shall maintain policies governing the operation and administration of the School Resource Officer program in accordance with Utah Code Ann. § 53G-8-703.2 and any successor provisions.

7.02 FERPA and Privacy Compliance. SRO access to all student educational records, including digital files, logs, and video recordings, is strictly governed by the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the Utah Student Privacy and Data Protection Act (SPDPA), Utah Code § 53E-9-101 et seq.

7.03 Designation as School Officials. To ensure lawful, necessary access to real-time data for school safety purposes, the District designates assigned SROs as "School Officials" with a legitimate educational interest under FERPA and SPDPA. This designation grants SROs explicit access to:

- A. The District's closed-circuit security camera systems, including live view access to

all school-based security cameras in the district.

- B. The district's Student Information System (SIS), limited specifically to directory information such as enrollment status, grade, photograph, home address, phone number, and emergency contact information
- C. *Restriction:* SROs shall only be granted system access to the records of students actively enrolled at the specific school campuses to which that individual SRO is formally assigned. SROs are prohibited from access to grades, discipline records, health records, special education records, and counseling records unless separately authorized by law or written District approval.

7.04 Security Camera System. The District may provide SROs with authorized access to the District's security camera and video surveillance systems. SRO access shall be limited to purposes directly related to school safety, emergency response, threat assessment, or the investigation of suspected criminal activity. SROs are authorized to access and review security camera footage for reasons directly related to campus safety or active criminal investigations.

- A. SROs may view, retrieve, download, copy, or export video footage only for legitimate law enforcement purposes within the scope of their official duties.
- B. Whenever practicable, any video footage downloaded or exported by an SRO shall be documented through an incident report, case report, investigative file, or other official Agency record. The SRO shall maintain appropriate chain-of-custody procedures for any video evidence obtained from the District.
- C. Once downloaded or otherwise incorporated into an Agency investigative file, the video footage shall be considered a "law enforcement unit record" and maintained as an Agency record in accordance with applicable law, Agency records retention schedules, evidentiary requirements, and the Government Records Access and Management Act (GRAMA).
- D. Access to, use of, and disclosure of video footage shall be limited to individuals with a legitimate educational, safety, administrative, or law enforcement need to know, or as otherwise required by law, court order, subpoena, or lawful records request.
- E. SROs shall not display, disseminate, share, copy, or use video footage for personal purposes, training presentations, public demonstrations, or any purpose unrelated to an official law enforcement function unless expressly authorized by the District and permitted by law.
- F. The SRO shall document as part of an official report, all video footage exported or copied from District systems, including date, time, purpose, and receiving officer.
- G. Nothing in this section authorizes unrestricted access to student education records or otherwise limits the District's obligations under FERPA, GRAMA, or other applicable privacy laws.

7.05 Law Enforcement Unit Records. Records, logs, body-worn camera footage, or investigative files created and maintained independently by the SRO solely for law enforcement or criminal prosecution purposes (rather than internal school disciplinary actions) do *not* constitute student education records under FERPA or SPDPA. These

records remain under the sole control of the Agency, but may be shared with District administration under the provisions of GRAMA when necessary to ensure school safety.

7.06 Sharing of Records. Upon written request, the District may disclose records to the Agency as authorized by the Government Records Access and Management Act (GRAMA), FERPA, and other applicable laws. Any records shared pursuant to this Agreement shall be used only for authorized governmental or law enforcement purposes and shall be maintained in accordance with applicable confidentiality, records retention, and disclosure requirements.

- A. Notwithstanding any provision of this section, the District shall comply with any valid search warrant, subpoena, court order, or other lawful process requiring the production of records, student information, or video footage. The District may consult with legal counsel regarding the scope and validity of the request and shall produce responsive records as soon as legally practicable, unless the legal process requires immediate compliance or prohibits such consultation.
- B. Nothing in this Agreement shall be construed to limit or delay the Agency's ability to obtain records through lawful judicial process or other authority provided by law.

7.07 Cybersecurity Provision. The Agency shall implement reasonable administrative, technical, and physical safeguards to protect any District information systems or records to which access is granted.

SECTION EIGHT: GOVERNMENT IMMUNITY

8.01 Liability and Governmental Immunity. The District and the Agency are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 et seq. (“Act”). Each Party shall be responsible for any loss, liability, damage, or expense arising out of or resulting from the negligent or wrongful acts or omissions of its own elected officials, officers, employees, agents, or volunteers, to the extent permitted by law. Each Party shall be solely responsible for its own acts and omissions and those of its officers, employees, and agents.

Nothing in this Agreement shall be construed as:

- 1. A waiver of any defenses, immunities, limitations of liability, or protections provided under the Act or other applicable law; or
- 2. An assumption by either Party of liability for the acts or omissions of the other Party or its personnel.

To the extent any provision of this Agreement is inconsistent with the Act, the Act shall control. Each Party reserves all rights, immunities, defenses, and limitations available under the Governmental Immunity Act of Utah.

**SECTION NINE:
RESPONSIBILITY FOR SALARY AND BENEFITS**

9.01 Except as otherwise explicitly provided in Section Three and Section Ten of this Agreement, the District shall not be responsible for the payment of any salaries, wages, benefits, overtime, or other compensation to any Agency personnel assigned to perform services under this Agreement. Agency personnel shall remain employees of the Agency for all purposes, including payroll, benefits, supervision, discipline, and workers' compensation.

9.02 The District shall not be responsible for workers' compensation benefits, disability benefits, unemployment benefits, or any other compensation arising out of injury, illness, or death of Agency personnel occurring in the course of their employment, except as expressly required by law or otherwise specifically provided in this Agreement.

9.03 The Agency shall remain solely responsible for payroll taxes, retirement contributions, pension obligations, health insurance, workers' compensation coverage, unemployment insurance, and all other employment-related obligations associated with Agency personnel.

9.04 Each Party shall be responsible for providing workers' compensation coverage and other employment-related benefits for its own employees in accordance with applicable law.

Nothing in this Section shall be construed as a waiver of any defenses, immunities, or limitations of liability available to either Party under the Governmental Immunity Act of Utah or other applicable law.

**SECTION TEN:
COMPENSATION, BILLING, AND PAYMENT**

10.01 Compensation and Billing

- A. Beginning with the 2026–2027 school year, the Agency shall invoice the District on a quarterly basis for services provided by each School Resource Officer (SRO) assigned under this Agreement, in accordance with the staffing and compensation terms agreed to by the Parties and set forth in Attachment A.
- B. For the 2026–2027 school year, the total cost for each full-time SRO shall be based on the Agency's actual salary and benefit costs as detailed in Attachment A. For each subsequent school year during the term of this Agreement, the base cost may be adjusted to reflect documented changes in salary and benefits incurred by the Agency, subject to written agreement or budget approval by the District.
- C. All invoices shall be submitted by the Agency and paid by the District within thirty (30) days of receipt.
- D. In the event this Agreement is terminated during a school year, compensation for SRO services shall be prorated based on the portion of the school year during

which services were actually provided.

10.02 Extra-Duty Assignments. Upon request by an individual school for SRO coverage of extracurricular activities or other extra-duty assignments, the Agency shall invoice the school separately for such services:

- A. Extra-duty services shall be compensated at the applicable overtime rate of time and half of the assigned officer hourly rate, including any payroll-related FICA costs.
- B. Invoices for extra-duty assignments shall be submitted by the Agency and paid by the District within thirty (30) days of receipt.

10.03 The rates set forth in Attachment A may be renegotiated at the request of either Party prior to July 1 of each year of this Agreement. Any adjusted rates shall reflect the actual and documented cost of services provided, including salary and benefit changes, and shall be determined in accordance with the Agency's established cost methodology and subject to mutual written agreement of the Parties. Any changes to the rates shall not take effect unless formally approved in writing by both the District and the Agency.

10.04 The compensation paid by the District to the Agency pursuant to this Agreement is intended to support the provision of School Resource Officer services described herein. The Agency shall use such funds in a manner consistent with its lawful budgeting, accounting, and expenditure practices for the provision of those services. Nothing in this Agreement shall require the Agency to establish a separate fund or account for such payments, nor shall it restrict the Agency's lawful authority to allocate funds within its budget in accordance with applicable law and its internal fiscal policies.

10.05 Upon reasonable notice, the District may request documentation reasonably necessary to verify invoiced salary and benefit costs. Annual salary and benefit adjustments shall be supported by payroll records, budget documents, or other documentation reasonably acceptable to the District.

10.06 The District shall remit payment for one quarter of the contract amount to the Agency within thirty (30) days after receipt of a properly submitted invoice, in a form approved by the District, at the close of each school quarter. If payment is not made within the time specified, the Agency may assess interest on the unpaid balance at the applicable statutory rate for judgments or as otherwise permitted by Utah law, accruing from the date payment was due until paid in full. The Agency shall also retain any other remedies available at law or in equity for late payment.

SECTION ELEVEN: INTERLOCAL AGREEMENT

11.01 Compliance with Interlocal Act. In satisfaction of the requirements of the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., the Parties agree as

follows:

- A. This Agreement shall be approved by each Party in accordance with Utah Code Ann. § 11-13-202.5;
- B. This Agreement shall be reviewed as to proper form and compliance with applicable law by legal counsel authorized to represent each Party, pursuant to Utah Code Ann. § 11-13-202.5(3);
- C. A fully executed original or counterpart of this Agreement shall be filed with the official records of each Party, pursuant to Utah Code Ann. § 11-13-209;
- D. No separate legal or administrative entity is created by this Agreement, and each Party shall retain its separate governance, authority, and responsibility.
- E. The Parties acknowledge that this Agreement constitutes an interlocal cooperation agreement and shall be interpreted consistently with the Utah Interlocal Cooperation Act.
- F. This Agreement shall not be effective until approved by the governing bodies of both Parties as required by the Interlocal Cooperation Act.
- G. Each Party shall maintain insurance coverage, self-insurance, participation in a risk management fund, or other financial protection as authorized by Utah law sufficient to satisfy its obligations under this Agreement.

SECTION TWELVE: PROBLEM RESOLUTION

12.01 Meet and Confer. Upon request, the Parties, through their designated authorized representatives, shall meet and confer in good faith to discuss and attempt to resolve any issues arising under this Agreement, including but not limited to service performance concerns, individual officer performance issues as they relate to this Agreement, and costs or budgetary matters for future periods.

- A. The Parties shall meet within thirty (30) days of a written request for dispute resolution.
- B. Prior to initiating litigation, the Parties may mutually agree to participate in non-binding mediation.
- C. Nothing in this Section shall be construed to grant either Party authority over the employment, discipline, or internal personnel decisions of the other Party's employees.

SECTION THIRTEEN: AMENDMENT

13.01 This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties. Any amendment requiring additional appropriations, staffing changes, or material operational modifications shall be approved by the governing bodies of both Parties as required by law.

13.02 Any notice required under this Agreement shall be in writing and delivered personally, by certified mail, recognized overnight courier, or electronic mail with confirmation of receipt to the designated representatives of each Party.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this Agreement as of the date first written above.

AGENCY

By: _____
Title: Mayor *(or other duly authorized representative)*

ATTEST:

Agency Recorder/Clerk

Approved as to Form and as Compatible with State Law:

Agency Attorney

WEBER SCHOOL DISTRICT BOARD OF EDUCATION

By: _____

Name: _____

Title: _____

ATTEST:

Board Secretary

Approved as to Form and as Compatible with State Law:

Weber School District Attorney

ATTACHMENT A

WEBER COUNTY SHERIFF'S OFFICE

COST BREAKDOWN

SHERIFF'S OFFICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
Fremont High School	40	\$86,918.64	\$95,343.10	\$104,225.37	\$113,586.86	\$125,640.50
Rocky Mountain Jr. High School	40	\$86,918.64	\$95,343.10	\$104,225.37	\$113,586.86	\$125,640.50
Wahlquist Jr. High School	40	\$86,918.64	\$95,343.10	\$104,225.37	\$113,586.86	\$125,640.50
Bonneville High School	40	\$86,918.64	\$95,343.10	\$104,225.37	\$113,586.86	\$125,640.50
T.H. Bell Jr. High School	40	\$86,918.64	\$95,343.10	\$104,225.37	\$113,586.86	\$125,640.50
Snowcrest Jr. High School	40	\$86,918.64	\$95,343.10	\$104,225.37	\$113,586.86	\$125,640.50
Two Rivers High School	40	\$86,918.64	\$95,343.10	\$104,225.37	\$113,586.86	\$125,640.50
West Field High School	40	\$86,918.64	\$95,343.10	\$104,225.37	\$113,586.86	\$125,640.50
Mountain View Jr. High School	40	\$86,918.64	\$95,343.10	\$104,225.37	\$113,586.86	\$125,640.50
TOTAL PAID BY DISTRICT		\$782,267.76	\$858,087.93	\$938,028.30	\$1,022,281.78	\$1,130,764.46

*Estimated Cost

ATTACHMENT A

ROY CITY POLICE DEPARTMENT

COST BREAKDOWN

ROY POLICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
Roy High School	40	\$101,072.51	\$114,179.18	\$128,573.41	\$144,376.92	\$161,697.83
Roy Jr. High School	40	\$101,072.51	\$114,179.18	\$128,573.41	\$144,376.92	\$161,697.83
Sand Ridge Jr. School	40	\$101,072.51	\$114,179.18	\$128,573.41	\$144,376.92	\$161,697.83
TOTAL PAID BY DISTRICT		\$303,217.54	\$342,537.53	\$385,720.24	\$433,130.77	\$485,093.50

*Estimated Cost

ATTACHMENT A

SOUTH OGDEN CITY POLICE DEPARTMENT

COST BREAKDOWN

SOUTH OGDEN POLICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
South Ogden Jr. High School	40	\$102,628.36	\$114,635.15	\$127,626.35	\$141,675.78	\$156,862.52
TOTAL PAID BY DISTRICT		\$102,628.36	\$114,635.15	\$127,626.35	\$141,675.78	\$156,862.52

*Estimated Cost

ATTACHMENT A

HARRISVILLE POLICE DEPARTMENT

COST BREAKDOWN

HARRISVILLE POLICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
Orion Jr. High School	40	\$83,809.88	\$93,457.03	\$103,875.28	\$115,121.62	\$127,257.05
TOTAL PAID BY DISTRICT		\$83,809.88	\$93,457.03	\$103,875.28	\$115,121.62	\$127,257.05

*Estimated Cost

ATTACHMENT A

PLEASANT VIEW POLICE DEPARTMENT

COST BREAKDOWN

PLEASANT VIEW POLICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
Weber High School	40	\$91,233.91	\$102,607.50	\$115,220.48	\$129,076.50	\$144,214.67
TOTAL PAID BY DISTRICT		\$91,233.91	\$102,607.50	\$115,220.48	\$129,076.50	\$144,214.67

*Estimated Cost

ATTACHMENT A

NORTH OGDEN POLICE DEPARTMENT

COST BREAKDOWN

NORTH OGDEN POLICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
North Ogden Jr. High School	40	\$103,109.30	\$116,167.77	\$130,786.73	\$146,816.51	\$164,380.83
TOTAL PAID BY DISTRICT		\$103,109.30	\$116,167.77	\$130,786.73	\$146,816.51	\$164,380.83

*Estimated Cost

Agreement—Uses a 75% SY Base—Phased in over FIVE years

		Current		80% Year 1		85% Year 2		90% Year 3		95% Year 4		100% Year 5	
School	#	Jurisdiction	Costs SY 2025-2026	80% SY Base SY 2026-2027	% Change	85% SY Base SY 2027-2028	% Change	90% SY Base SY 2028-2029	% Change	95% SY Base SY 2029-2030	% Change	100% SY Base SY 2030-3031	% Change
1 Orion JHS	405	Harrisville City	88,199	83,810	-4.98%	93,457	11.51%	103,875	11.15%	115,122	10.83%	127,257	10.54%
2 North Ogden	402	North Ogden City	88,199	103,109	16.91%	116,168	12.66%	130,787	12.58%	146,817	12.26%	164,381	11.96%
3 Weber HS	704	Pleasant View Cit	88,199	91,234	3.44%	102,607	12.47%	115,220	12.29%	129,077	12.03%	144,215	11.73%
4 South Ogden	408	South Ogden City	88,199	102,628	16.36%	114,635	11.70%	127,626	11.33%	141,676	11.01%	156,863	10.72%
5 Roy JHS	404	Roy City	88,199	101,073	14.60%	114,179	12.97%	128,573	12.61%	144,377	12.29%	161,698	12.00%
6 Sand Ridge J	406	Roy City	88,199	101,073	14.60%	114,179	12.97%	128,573	12.61%	144,377	12.29%	161,698	12.00%
7 Roy HS	708	Roy City	88,199	101,073	14.60%	114,179	12.97%	128,573	12.61%	144,377	12.29%	161,698	12.00%
		Roy City Sub-Tota	264,597	303,218	14.60%	342,538	12.97%	385,720	12.61%	433,131	12.29%	485,093	12.00%
8 Mountain View	401	Weber County	88,199	86,919	-1.45%	95,343	9.69%	104,225	9.32%	113,587	8.98%	125,640	10.61%
9 Rocky Mtn JH	403	Weber County	88,199	86,919	-1.45%	95,343	9.69%	104,225	9.32%	113,587	8.98%	125,640	10.61%
10 T.H. Bell JHS	410	Weber County	88,199	86,919	-1.45%	95,343	9.69%	104,225	9.32%	113,587	8.98%	125,640	10.61%

11	Snowcrest JH	412	Weber County	44,100	86,919	97.10%	95,343	9.69%	104,225	9.32%	113,587	8.98%	125,640	10.61%
12	Wahlquist JH	416	Weber County	88,199	86,919	-1.45%	95,343	9.69%	104,225	9.32%	113,587	8.98%	125,640	10.61%
13	Bonneville HS	701	Weber County	88,199	86,919	-1.45%	95,343	9.69%	104,225	9.32%	113,587	8.98%	125,640	10.61%
14	West Field HS	702	Weber County	88,199	86,919	-1.45%	95,343	9.69%	104,225	9.32%	113,587	8.98%	125,640	10.61%
15	Fremont HS	706	Weber County	88,199	86,919	-1.45%	95,343	9.69%	104,225	9.32%	113,587	8.98%	125,640	10.61%
16	Two Rivers HS	730	Weber County	88,199	86,919	-1.45%	95,343	9.69%	104,225	9.32%	113,587	8.98%	125,640	10.61%
			Weber County Su	749,692	782,268	4.35%	858,088	9.69%	938,028	9.32%	1,022,282	8.98%	1,130,764	10.61%
			TOTAL	1,367,085	1,466,266.76	7.26%	1,627,493	11.00%	1,801,257.37	10.68%	1,988,102.96	10.37%	2,208,573.01	11.09%
			\$ Change:		99,182		161,226		173,764.46					
			\$ Change over Current:				260,408		434,172.87					
			Anticipated Base Year Amounts											
			26/27	27/28	28/29	29/30	30/31							
	Harrisville		\$139,683.14	\$146,599.26	\$153,889.31	\$161,574.21	\$169,676.06							
	NO		\$171,848.84	\$182,223.96	\$193,758.12	\$206,058.26	\$219,174.44							
	PV		\$152,056.52	\$160,952.94	\$170,697.00	\$181,160.00	\$192,286.22							
	SO		\$171,047.26	\$179,819.84	\$189,076.07	\$198,843.20	\$209,150.02							
	Roy		\$168,454.19	\$179,104.59	\$190,479.13	\$202,634.28	\$215,597.11							
	WCSO		\$144,864.40	\$149,557.81	\$154,407.95	\$159,420.16	\$167,520.66							
			75% of Anticipated Base Amounts											
			26/27	27/28	28/29	29/30	30/31							
	Harrisville		\$104,762.36	\$109,949.45	\$115,416.98	\$121,180.66	\$127,257.05							
	NO		\$128,886.63	\$136,667.97	\$145,318.59	\$154,543.70	\$164,380.83							
	PV		\$114,042.39	\$120,714.71	\$128,022.75	\$135,870.00	\$144,214.67							
	SO		\$128,285.45	\$134,864.88	\$141,807.05	\$149,132.40	\$156,862.52							
	Roy		\$126,340.64	\$134,328.44	\$142,859.35	\$151,975.71	\$161,697.83							
	WCSO		\$108,648.30	\$112,168.36	\$115,805.96	\$119,565.12	\$125,640.50							

**HARRISVILLE CITY
RESOLUTION 26-02**

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
BETWEEN HARRISVILLE CITY AND WEBER COUNTY FOR ANIMAL
CONTROL SERVICES.**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, 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; 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 agreements before such agreements may become effective; and

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

WHEREAS, Harrisville City Council finds that entering into the Agreement is in the best interest of the City and promotes the health, safety, and general welfare of the community;

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 of Harrisville City is authorized and directed to execute the Interlocal Agreement for and on behalf of the City.

PASSED AND ADOPTED by the City Council on this 12th day of May, 2026.

ROGER SHUMAN

Mayor

JACK FOGAL

City Recorder

Roll Call Vote Tally

	Yes	No
Mr. Wilhelmsen	___	___
Mr. Montgomery	___	___
Mr. Christensen	___	___
Mr. Hadley	___	___
Ms. Fawcett	___	___

**INTERLOCAL COOPERATION AGREEMENT
FOR ANIMAL CONTROL SERVICES
BETWEEN WEBER COUNTY AND [CITY NAME]**

This Agreement is made pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., by and between Weber County, a body politic of the State of Utah (“County”), and _____, a municipal corporation of the State of Utah (“City”). Collectively, they are the “Parties.”

RECITALS

WHEREAS, the City has adopted ordinances for the regulation and control of animals within its jurisdiction;

WHEREAS, the County operates an animal shelter and employs animal control officers;

WHEREAS, the City desires to contract with the County to provide animal control and related services within the City, and the County is willing to provide such services;

NOW THEREFORE, the Parties agree as follows:

SECTION 1. TERM AND TERMINATION

1.1 **Term.** This Agreement shall commence on _____ and continue for a term of 5 years unless terminated earlier as authorized by this agreement.

1.2 **Renewal.** At the expiration of the five-year term, the Agreement may be renewed annually by written mutual agreement.

1.3 **Termination.** Either Party may terminate this Agreement with 180 days’ written notice. In the event of material breach, either Party may terminate the Agreement with 60 days’ notice unless the breach is cured.

SECTION 2. SCOPE OF SERVICES

The City hereby authorizes the County to enforce the City’s animal control ordinances and to provide animal control services within the City limits, and the County shall provide such services, including but not limited to:

- (a) Enforcement of City and State animal control laws;
- (b) Routine patrol and complaint response during business hours (M–F, 8 a.m.–5 p.m., excluding holidays);
- (c) Emergency response 24/7 per County call-out criteria, including but not limited to:
 - i. impoundment of animals of persons jailed for criminal violations;
 - ii. dog bites (if no law enforcement officer is available);
 - iii. injured animals;

- iv. vicious animals posing a threat to the public;
 - v. animals attacking livestock, and
 - vi. loose livestock.
- (d) Transport strays and unwanted animals to the County animal shelter;
 - (e) Licensing program for dogs, including collection of fees and issuance of tags;
 - (f) Investigation of animal bites, rabies quarantine, and coordination with public health authorities;
 - (g) Pickup and disposal of small domestic animals killed on public roads;
 - (h) Biannual inspection of animal-related businesses;
 - (i) Quarterly reports of activity within the City.

SECTION 3. SHELTER SERVICES

- 3.1 The County shall house impounded animals at the Weber County Animal Shelter, providing care, adoption, redemption, or humane euthanasia in accordance with law and shelter policy.
- 3.2 The City agrees to pay for animals impounded from its jurisdiction pursuant to the shelter's established fee schedule.

SECTION 4. COST ALLOCATION AND PAYMENT

- 4.1 Annual fees shall be based on a formula using (a) population served and (b) call/service volume. The County shall provide written notice of fee adjustments annually.
- 4.2 The City shall pay the County in quarterly installments within 30 days of billing.
- 4.3 Late payments may accrue interest at the statutory rate.

SECTION 5. RECORDS AND REPORTING

- 5.1 Records generated under this Agreement are County records but shall be available for City inspection.
- 5.2 The County shall provide the City quarterly reports summarizing calls, impounds, dispositions, licenses issued, and enforcement actions.

SECTION 6. FINES, FEES, AND REVENUE

- 6.1 License fees, impound fees, adoption fees, and related charges shall be retained by the County.
- 6.2 Court-imposed fines for ordinance violations filed by the City shall be retained by the City.

SECTION 7. EMPLOYMENT STATUS

Animal control officers are employees of the County only, and the County is responsible for wages, benefits, workers' compensation, and insurance.

SECTION 8. INSURANCE AND INDEMNIFICATION

8.1 Each Party shall maintain appropriate liability insurance or self-insurance coverage.

8.2 The County shall defend and indemnify the City against claims arising from County acts or omissions in providing services.

8.3 The City shall defend and indemnify the County against claims challenging the validity of the City's ordinances.

8.4 The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

SECTION 9. ADMINISTRATION

This Agreement shall be administered by the governing bodies of the Parties. No separate legal entity is created.

SECTION 10. DISPUTE RESOLUTION

The Parties shall first attempt good faith negotiation, then mediation. If unresolved, disputes shall be resolved in the Second Judicial District Court, Weber County, Utah.

SECTION 11. AMENDMENT

This Agreement may be amended only by written instrument signed by both governing bodies.

SECTION 12. COMPLIANCE WITH LAW

The Parties shall comply with all applicable federal, state, and local laws, including nondiscrimination and accessibility requirements.

SECTION 14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes prior discussions or agreements.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date first written above.

DATED this ____ day of _____, 2025.

CITY

By _____
Mayor

Date _____

ATTEST:

Approved as to form and for compliance
with state law:

City Recorder

City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
James H. Harvey, Chair

Date _____

ATTEST:

Approved as to form and for compliance
with state law:

Weber County Clerk/Auditor

Weber County Attorney's Office

ROADWERX

Quote #: 26-0236

Project Name: HARRISVILLE CITY HALL

To: Harrisville City

363 W Independence Blvd

Harrisville, UT 84404

Qty	Type	Mfg	Description	Price
			STANDARD LP02 DECORATIVE	
1	LP02	ROADWERX	K729-P4FL-V-100(SSL)-120V;277V-30K-WS-BK(SMOOTH)-KPL20 C/W PE	
1	LP02	ROADWERX	KA40-A-T-1-3-BK(SMOOTH)	
1	LP02	ROADWERX	RW-16'-5"OD-FLUTED ALUMINUM-9005BKSMOOTH-2 7/8" TENON-12" BC	
			INCLUDES ANCHOR BOLTS	
			FREIGHT NOT INCLUDED QTY 1 (NEED TOTAL ORDER QTY)	
			SUBTOTAL	\$3,854.00
			STANDARD LP03 PARKING SINGLE HEAD	
1	LP03SGL	ROADWERX	EACL-01-0-F3-AW-7-30-N-D-S1-BLCK-L	
1	LP03SGL	ROADWERX	RW-25'-4"SQUARE STRAIGHT STEEL-9005BKSMOOTH-2 7/8" TENON-11"BC	
			INCLUDES ANCHOR BOLTS	
			FREIGHT NOT INCLUDED QTY 1 (NEED TOTAL ORDER QTY)	
			SUBTOTAL	\$1,465.00
			STANDARD LP03 PARKING DOUBLE HEAD	
2	LP03DBL	ROADWERX	EACL-01-0-F3-AW-7-30-N-D-S1-BLCK-L	
1	LP03DBL	ROADWERX	RW-25'-4"SQUARE STRAIGHT STEEL-9005BKSMOOTH-2 3/8" TENON-11"BC	
			INCLUDES ANCHOR BOLTS	
			FREIGHT NOT INCLUDED QTY 1 (NEED TOTAL ORDER QTY)	
			SUBTOTAL	\$2,479.00
			TOTAL	\$7,798.00

Mfg Code	Frt Allow	Lead Time
ROADWERX		

Prices firm for entry by: 6/13/2026

Shipment by:

Lead Time: 12-14 WEEKS

* SIGNED APPROVED DRAWINGS ARE REQUIRED BEFORE RELEASING ORDERS.

* ESTIMATED LEAD TIMES, ESTIMATED SHIP DATES, AND PRICING, ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

* ANCHOR BOLTS ARE INCLUDED UNLESS NOTED ABOVE.

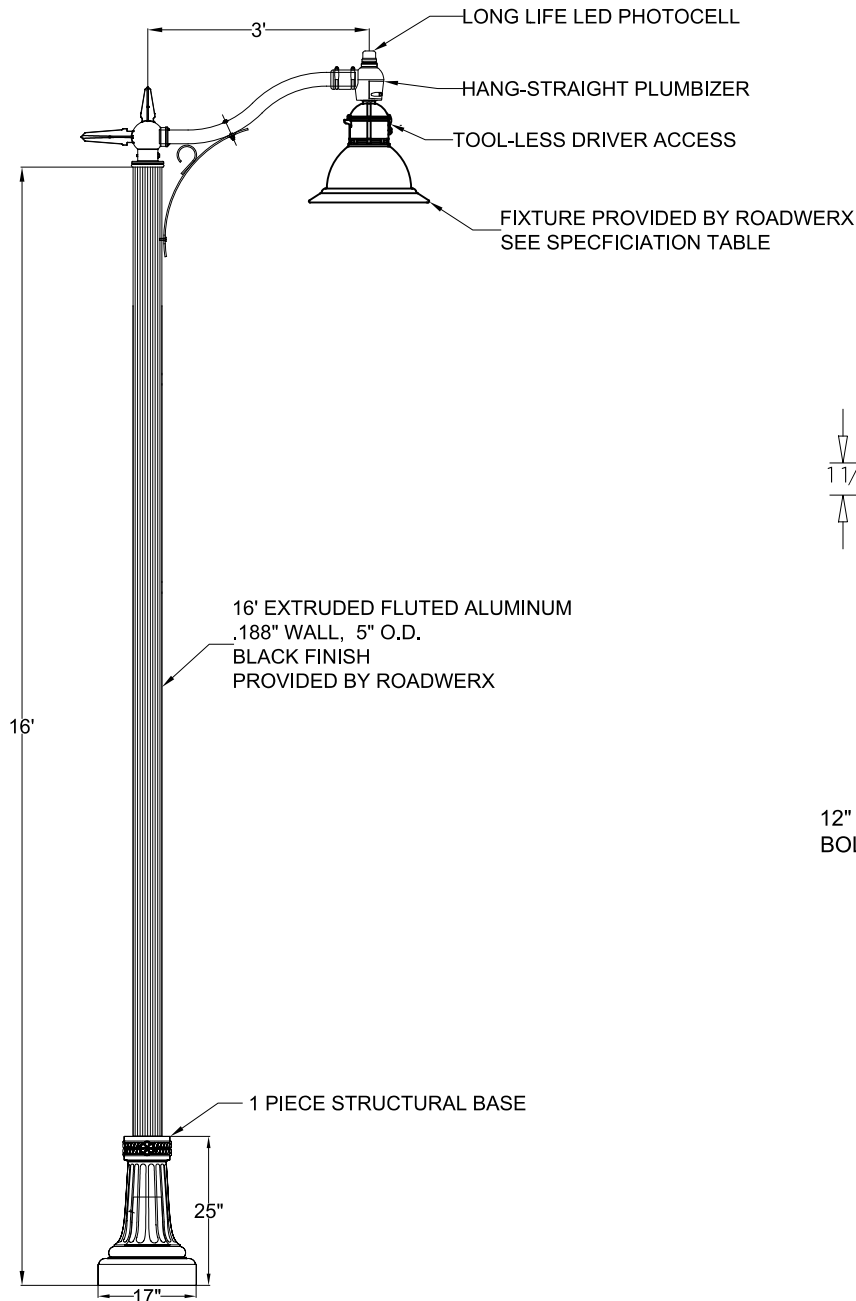
* SALES TAX IS NOT INCLUDED UNLESS NOTED ABOVE.

* INSTALLATION IS NOT INCLUDED.

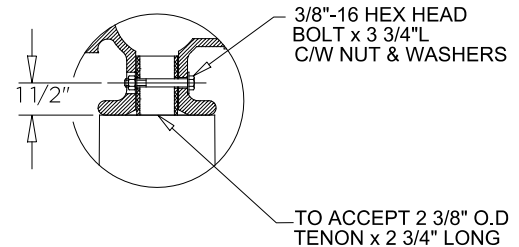
Printed: 6/25/2026 10:06:08 AM Per: Xavi Maestas Email: xavi@roadwerx.net

LUMINAIRE SPECIFICATIONS

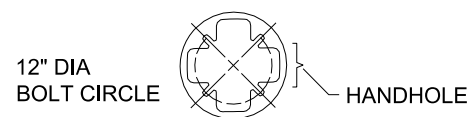
Diffuser Type	FROSTED
Diffuser Material	ACRYLIC
Optical System	LED
Light Distribution	TYPE 5
Luminaire Housing	CAST ALUMINUM
Finish	BLACK
Lumens	~12,000 LUMENS (100W)
CCT	3000K
Voltage	120-277V
Photocell	LONG LIFE LED PHOTOCELL



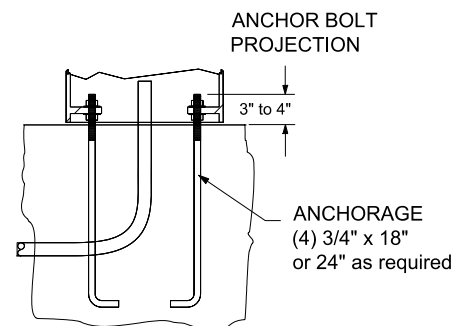
TENON DETAIL



BOLT CIRCLE DETAIL



ANCHOR DETAIL



SCALE: NTS	DATE: 6/23/24	DRAWN BY: XEM	DRAWING NUMBER: LP02-HV-RW	
APPROVAL:			CONTACT: 801-973-6200 XAVI@ROADWERX.NET	

LUMINAIRE SPECIFICATIONS

Diffuser Type	CLEAR
Diffuser Material	TEMPERED GLASS
Optical System	LED
Light Distribution	TYPE 3
Luminaire Housing	CAST ALUMINUM
Finish	BLACK
Lumens	~15,000 LUMENS (122W)
CCT	3000K
Voltage	120-277V
Photocell	PROVIDED WITH SHORTING CAP

2 7/8" OD x 3" TALL TENON FOR
SINGLE HEAD
DOUBLE OPTION: 2 3/8" OD x 4" TALL
TENON
FOR DOUBLE SPOKE ARM MOUNTING

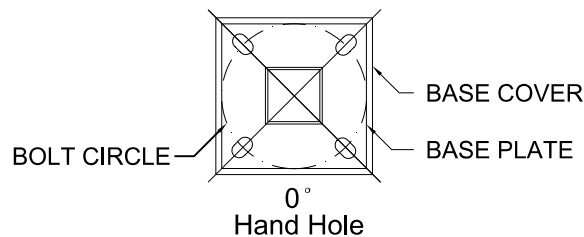
POLE SPECIFICATIONS

POLE						ANCHOR BOLTS				ANCHOR PLATE	
Height		Bottom - Top		Wall Thickness (In/Ga)	Weight (Lbs)	Bolt Size	Bolt Projection above grade	Bolt Circle Dia Range	Bolt Circle Dia (in)	Base Plate	Cover
Ft	M	In	Cm								
25	6.1	4.00	10.16	11	181	3/4" x 24" x 3"	3 1/4" - 3 3/4"	8"-11"	11"	3/4" x 10" x 10"	5" x 12" x 12"

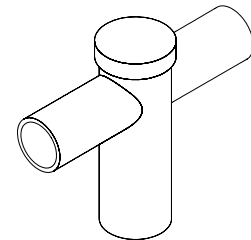
4" SQUARE STRAIGHT STEEL
11 GAUGE
BLACK FINISH

25'

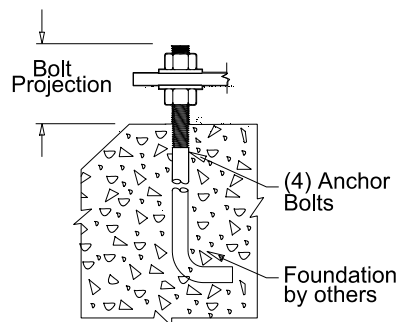
BOLT CIRCLE DETAIL



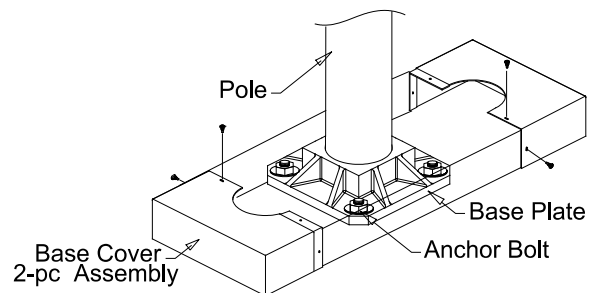
DOUBLE SPOKE ARM DETAIL



BOLT PROJECTION DETAIL



BASE COVER DETAIL



SCALE: NTS	DATE: 6/23/26	DRAWN BY: XEM	DRAWING NUMBER: LP03-HV-RW	
APPROVAL:			CONTACT: 801-973-6200 XAVI@ROADWERX.NET	

**HARRISVILLE CITY
RESOLUTION 26-19**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, TO APPROVE A
CONTRACT WITH PRO EDGE TECHNOLOGY, FOR LOW VOLTAGE
IT SERVICES RELATED TO THE POLICE/CITY HALL MUNICIPAL
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, Pro Edge Technology, is a low voltage contractor and has the capability to provide low voltage IT services for the Police/City Hall Municipal 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 low voltage IT 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 14th day of July, 2026.

Roger Shuman, Mayor

ATTEST:

Jack Fogal, City Recorder

Roll Call Vote Tally Yes No

Grover Wilhelmsen	_____	_____
Greg Montgomery	_____	_____
Blair Christensen	_____	_____
Jason Hadley	_____	_____
Karen Fawcett	_____	_____