



HARRISVILLE CITY

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

CITY COUNCIL AGENDA

363 West Independence Blvd

May 12, 2020

TO COMPLY WITH CDC RECOMMENDATIONS
ELECTRONIC PARTICIPATION IS RECOMMENDED

Join Zoom Meeting

<https://us02web.zoom.us/j/85351293371?pwd=TEpROHFSYnBQSFI0NmhubVlyb2ISdz09>

Meeting ID: 853 5129 3371

Find your local number: <https://us02web.zoom.us/j/kcVnBTiv8w>

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

7:00 P.M. CITY COUNCIL MEETING

Presiding: Mayor Michelle Tait

Mayor Pro Tem: Steve Weiss

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE & OPENING CEREMONY [Council Member Christensen]
3. CONSENT ITEMS
 - a. Approve the minutes of March 10, 2020 as presented.
4. BUSINESS ITEMS
 - a. Discussion/possible action to adopt Harrisville Ordinance 508; Large Project Master Planned Communities/Mixed Use/In-Fill Amendments and General Plan Overlay Map for the same. [Ronda Kippen]
 - b. Discussion/possible action to adopt Harrisville Resolution 20-07; Update Solid Waste Collection, Disposal, and Recycling Agreement and Fees. [Blake Leonelli]
 - c. Discussion/possible action to adopt Harrisville Ordinance 509; Wall Avenue Zoning Map Amendment. [Bill Morris]
 - d. Discussion/possible action to adopt Harrisville Resolution 20-05; Electronic Meeting Policy. [Bill Morris]
 - e. Discussion/possible action to set a public hearing for June 9, 2020 for purposes of amending the FY2019-20 budget in accordance with UCA 10-6-127. [Lynn Fortie]
 - f. Discussion/possible action to adopt tentative FY2020-21 budget in accordance with UCA 10-6-113; and set a public hearing on proposed final budget for June 9, 2020. [Lynn Fortie]
 - g. Discussion/possible action to adopt Harrisville Resolution 20-06; Interlocal Agreement for Street Maintenance Projects. [Sean Lambert]
 - h. Discussion/possible action to adopt Harrisville Resolution 20-08; Municipal Wastewater Planning Program. [Sean Lambert]
 - i. Discussion/possible action to approve conceptual concept for 1100 North Pocket Park. [Sean Lambert]
 - j. Discussion/possible action to adopt Resolution 20-09; Housing Authority. [Bill Morris]
5. PUBLIC COMMENTS - (3 minute maximum)
6. MAYOR/COUNCIL FOLLOW-UP:
 - a. Heritage Days
7. ADJOURN

DATE POSTED: May 7, 2020

BY: Jennie Knight, City Recorder

I, Jennie Knight, certify that I am the City Recorder of Harrisville City, Utah, and that the foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website www.cityofharrisville.com, and at the Utah Public Notice Website at <http://pmn.utah.gov>. Notice of this meeting has also been duly provided as required by law.

MAYOR:

Michelle Tait

COUNCIL MEMBERS:

Richard S. Hendrix
Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson

**MINUTES OF HARRISVILLE CITY
CITY COUNCIL MEETING
March 10, 2020
363 West Independence Blvd
Harrisville, UT 84404**

Present: Mayor Michelle Tait, Council Member Rick Hendrix, Council Member Grover Wilhelmsen, Council Member Steve Weiss, Council Member Blair Christensen.

Staff: Bill Morris, City Administrator, Sean Lambert, Public Works Director, Jennie Knight, City Recorder, Rick Hill, Bailiff.

Visitors: Maxwell Jackson, Austin Moffitt, Brenna Teuscher, Aspen Teuscher, Ruth Pearce, Jeff Pearce, Jenny Kite, Kevin Shakespeare, Arnold Tait.

7:00 P.M. CITY COUNCIL MEETING

1. Call to Order.

Mayor Tait called the meeting to order and welcomed all visitors.

2. Opening Ceremony.

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

3. Consent Items.

- a. Approve the minutes of February 11, 2020 as presented.

MOTION: Council Member Hendrix motioned to approve the consent items for March 10, 2020 as presented. Council Member Wilhelmsen seconded the motion. All Council Members voted aye. Motion passed.

4. Business Items.

- a. **Discussion/possible action to conduct interviews for Harrisville City Council Member Mid-Term Vacancy.**

Mayor Tait introduced each candidate who applied for the mid-term vacancy; Maxwell Jackson, Austin Tracy Moffitt, Jeffery Pearce, and Jenny Kite. Candidates each gave a brief introduction.

Council Member Hendrix asked Max Jackson what interests him in serving on the Council when only a few public people attend meetings. Max Jackson responded he recognizes this as a public servant position and he would be open minded if selected. He acknowledged the other candidates are qualified as well. He said he supports the vision and decisions of the Mayor and Council and the direction the city is going.

Council Member Hendrix asked Austin Moffitt what interests her in serving on the Council. Austin Moffitt responded she has been actively attending council meetings. She said it is concerning that more people are not involved, she is often approached by residents asking what is going on. She believes everyone needs a voice and she is willing to reach out to people and help be that voice. Council Member Wilhelmsen asked what her philosophy would be for Harrisville City. Austin Moffitt said she lives across the highway from the golf course and she would like to see this change. She commented that whatever goes in to that area should compliment what the city already has. She recognizes this needs to develop, but with consideration to current residents.

Jeff Pearce indicated he feels good when he accomplishes something on City Council. He likes to communicate to residents the reasoning behind certain decisions.

Jenny Kite said it is often difficult for people to attend council meetings at night; with busy schedules, this is not always an option. She would like to explore new ways to engage the community and help them participate in council meetings. She would like to understand their wants and needs.

Council Members voted by ballot.

b. Discussion/possible action to appoint Harrisville City Council Member.

Mayor Tait announced the tally with the new Council Member as Max Jackson.

MOTION: Council Member Weiss motioned to ratify the Mayor's appointment of Maxwell V. Jackson to Harrisville City Council for the remaining term until December 2021. Council Member Hendrix seconded the motion. All Council Members voted aye.

c. Discussion/possible action to adopt Harrisville Ordinance 507; an ordinance adopting chapter 11.21 establishing regulations governing cannabis production establishments and Medical Cannabis Pharmacies.

Bill Morris explained the legislators modified proposition 2 which limits the amount of cannabis production establishments and pharmacies. He is recommending this ordinance to adopt regulations of where these can go in Harrisville. If not adopted these could potentially go into any residential zone. This ordinance restricts production to agricultural or manufacturing zones with pharmacies in commercial zones only. The public hearing was held at the planning commission in February and come to Council with a favorable recommendation. Council Member Hendrix asked if they have authorized production. Bill Morris responded the grow facilities are currently maxed out under state law but in this limit is increase, we have this ordinance already in place. Council Member Jackson said the first medical cannabis pharmacy is up and running.

MOTION: Council Member Weiss motioned to adopt Harrisville Ordinance 507; an ordinance adopting chapter 11.21 establishing regulations governing cannabis production establishments and Medical Cannabis Pharmacies. Council Member Christensen seconded the motion. A Roll Call Vote was taken.

Council Member Jackson	Yes
Council Member Christensen	Yes
Council Member Weiss	Yes
Council Member Wilhelmsen	Yes
Council Member Hendrix	Yes

Motion passed 5-0.

d. Discussion/possible action to approve allotment to update to the Public Works Standards.

Sean Lambert explained with all of the new development coming in there are new materials for construction, he and the city engineer's office are recommending an update for the public works standards, which would cost approximately \$12,000. He plans to use funds from the Class C road fund (\$6,000), storm water utility (\$4,000), and sewer utility fees (\$2,000). They are currently working on projects previously approved. Some of the pipe sizing on four-mile creek is starting to put some of this into the flood plain. We have been using some of the storm water impact fee money to do that study. We are going to work with North Ogden and the developer of the golf course to remedy that problem so our residents do not have to pay for flood insurance. He is seeking the \$12,000 to update the public works standards which he will take out of the previously mentioned funds.

Bill Morris said surrounding cities are updating their standards as well. It is important that we keep these up to date so we can have the best infrastructure available. Pricing is reasonable but large enough to seek Council approval. These enterprise funds have the money, not from the general funds. Council Member Jackson asked if this work is appropriated from these funds. Sean Lambert confirmed yes, these are road and infrastructure projects.

MOTION: Council Member Hendrix motioned to approve approximate allotment to update the Public Works Standards. Council Member Jackson seconded the motion. All Council Members voted aye. Motion passed.

Council Member Jackson	Yes
Council Member Christensen	Yes
Council Member Weiss	Yes
Council Member Wilhelmsen	Yes
Council Member Hendrix	Yes

Motion passed 5-0.

e. Discussion/possible action to authorized purchase of new front door for City Hall.

Sean Lambert said A-1 Key has had to come out lately to help address issues with the front door at city hall. There are some issues with operation and there are no more adjustments. We were only able to get one bid for \$3,150. He is recommending the purchase.

Council Member Jackson asked about any issues with the back door. Sean Lambert said we replace the back door last year, when it was having similar issues. Council Member Jackson mentioned this could possibly be a violation of secure practices, if we get audited, access must be secure to computers with access to the state database.

Mayor Tait asked when this can be installed. Sean Lambert responded approximately next month; Valley Glass is the one that responded with the bid. Mayor Tait said there have been problems with this door and this needs to be addressed.

MOTION: Council Member Hendrix motioned to authorized purchase and installation of new front door for City Hall. Council Member Wilhelmsen seconded the motion. A Roll Call Vote was taken.

Council Member Jackson	Yes
Council Member Christensen	Yes
Council Member Weiss	Yes
Council Member Wilhelmsen	Yes

Council Member Hendrix Yes

Motion passed 5-0.

5. Public Comments - (3 minute maximum)

No public comments were offered.

6. Mayor/Council Follow-Up:

a. League Training in St. George

Mayor Tait said reservations have been made for council members attending the League training in St. George. Council Member Jackson will let Jennie Knight know tomorrow if he will be attending.

b. Heritage Days

Jennie Knight informed Council Heritage Days 2020 will be held on August 1, 2020. She reviewed the outline of activities and schedule of events. She also invited Council to participate in the Rise-n-Shine Breakfast.

7. CLOSED EXECUTIVE SESSION: Utah State Code §52-4-205(1)(a): The Council may consider a motion to enter into Closed Executive Session for the purpose of discussion of character, professional competence, or physical or mental health of individual(s).

MOTION: Council Member Weiss motioned to close the public meeting and convene into a Closed Executive Session. Council Member Hendrix seconded the motion. A Roll Call Vote was taken.

Council Member Jackson	Yes
Council Member Christensen	Yes
Council Member Weiss	Yes
Council Member Wilhelmsen	Yes
Council Member Hendrix	Yes

Motion passed 5-0.

Mayor and Council convened into a Closed Executive Session.

MOTION: Council Member Hendrix motioned to close the Closed Executive Session and reopen the public meeting. Council Member Weiss seconded the motion. A Roll Call Vote was taken.

Council Member Jackson	Yes
Council Member Christensen	Yes
Council Member Weiss	Yes
Council Member Wilhelmsen	Yes
Council Member Hendrix	Yes

Motion passed 5-0.

8. Adjourn.

Mayor Tait declared the meeting adjourned at 8:59pm.

ATTEST:

MICHELLE TAIT
Mayor

JENNIE KNIGHT

City Recorder

Approved this 14th day of April, 2020

**HARRISVILLE CITY
ORDINANCE 508**

MIXED-USE AND IN-FILL DEVELOPMENT AMENDMENTS

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING
CHAPTER 11.11 RELATING TO MIXED-USE AND IN-FILL
DEVELOPMENT ZONING AND REGULATIONS; MAKING
TECHNICAL CHANGES; AMENDING THE GENERAL PLAN MIXED
USE AND IN-FILL OVERLAY MAP; SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, *Utah Code Annotated* § 10-8-84 and §10-8-60 authorizes the City to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, the City desires to meet the challenges presented by growth and development by adopting provisions for mixed-use and in-fill development and updating the Mixed Use and In-fill Overlay Map;

WHEREAS, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables the City to regulate land use and development;

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on March 11, 2020, to take public comment on this Ordinance, and subsequently gave its recommendation to approve this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on May 12, 2020 and now desires to act on this Ordinance;

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

Section 1: Repealer. Any word other, sentence, paragraph, or phrase inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Amendment. Chapter 11.11 of the *Harrisville Municipal Code* is hereby adopted to read as provided herein. The Harrisville City General Plan Mixed Use and In-

fill Overlay Map is amended as set forth in Exhibit “A” hereby adopted and incorporated herein by this reference.

Chapter 11.11

Mixed-use and In-fill Development Regulations

Sections:

- 11.11.010 Enabling Act and Purpose.**
- 11.11.020 Findings.**
- 11.11.030 Sub-zoning.**
- 11.11.040 Process.**
- 11.11.050 Application.**
- 11.11.060 Development Agreement.**
- 11.11.070 Administration of Sub-zone.**

11.11.010 Enabling Act and Purpose.

This Chapter shall be known as “Mixed-use and In-fill Development Regulations” for the purpose of enabling the City to manage and regulate the development of large parcels and in-fill properties as identified by the City.

11.11.020 Findings and Intent.

The City Council finds that standard zoning practices such as single-purpose base zones, planned unit developments or other types of normal zoning classifications are inadequate to address the development of larger parcels of property in the City to ensure that these developments are well-planned, sensitive to the needs of the City and, also, successful in recognizing the rights of property owners to develop their land. This Chapter is intended to address challenges presented by infill, configuration, phasing over the course of several years, and other challenges presented by development. The City has researched various practices to deal with such master planned projects. Based on that research the City Council determines that for certain projects it is appropriate to create zoning and other land use requirements on a property-by-property basis with the development of the property carefully agreed to by the City and the property owner and those agreed-upon regulations being enforced and assured by the terms of a development agreement. The purpose of this Chapter is to create enabling provisions for adopting such specialized zones and applying them to particular properties.

11.11.030 Sub-zoning.

Eligible parcels under this Chapter maybe zoned as a sub-zone as follows:

1. Mixed-use Large Project (MU-LP) Sub-zone. This Sub-zone is designed for a “Large Project Master Planned Community” as provided in this Chapter.
 - a. Eligibility Requirement. The MU-LP Sub-zone only applies to development projects over one hundred (100) contiguous acres in size.

- b. Plan Map. A proposed plan map showing the area of the project, proposed lots, roadways, trails and proposed uses blended to adjoining areas, including adequate landscaping and open space is required as part of the application.
 - c. ~~Master Development Agreement Plan~~. A proposed Master Development Agreement Plan must be prepared and submitted with the application. The Development Plan (Plan) shall include a proposed map with detailed phasing plans, trails map, sensitive lands map, conservation plan, proposed land uses, proposed site standards, architectural renderings of commercial and residential buildings and landscaping designs and homeowners association, covenants (CC&Rs), historical resources and preservation, maintenance plans, and any other documents associated with the Plan.
 - d. Fee. A fee equal to the costs incurred by the City for the processing the application shall be paid by the applicant. This fee is related to this Chapter only and does not include other fees imposed by the City during the totality of the development process.
2. Mixed-use Commercial (MU-C) Sub-zone. (Reserved).
3. Mixed-use Residential (MU-R) Sub-zone. This Sub-zone is designed for “Residential In-fill Planned Community” as designated in the City’s General Plan.
- a. Eligibility Requirement. The MU-R Sub-zone only applies to development in areas designed for mixed-use or in-fill in the General Plan, and the proposed project shall include residential amenities that foster community, including but not limited to: clubhouse, recreation, pathways, personal services, café, and similar amenities as set forth in the Development Agreement.
 - b. Plan Map. A proposed plan map showing the area of the project, proposed lots, roadways, and proposed residential uses blended to adjoining areas, including adequate landscaping and open space, is required as part of the application.
 - c. ~~Master Development Agreement Plan~~. A proposed Master Development Agreement Plan must be prepared and submitted with the application. The Development Plan (Plan) shall include a proposed map with detailed phasing plans, trails map, sensitive lands map, conservation plan, proposed land uses, proposed site standards, architectural renderings of commercial and residential buildings and landscaping designs and homeowners association, covenants (CC&Rs), historical resources and preservation, maintenance plans, and any other documents associated with the Plan.
 - d. Fee. A fee equal to the costs incurred by the City for the processing the application shall be paid by the applicant. This fee is related to this Chapter only and does not include other fees imposed by the City during the totality of the development process.

11.11.040 Process.

The property owner(s) initiate the process under this Chapter by filing a written application with the City Recorder to create one of the Sub-zones provided in this Chapter. The Planning Commission shall consider the application for possible recommendation to the City Council

in the same manner as any other zoning map amendment at the time of the application. The City Council, acting in its legislative capacity, shall determine whether to create the Sub-zone, the map to be attached to the property, and approve the required Development Agreement. The application for a Sub-zone creates no rights in the property owner until any such Sub-zone and the Development Agreement are approved by the City Council and recorded against the property.

11.11.50 Application.

Any application for a Sub-zone shall include the following and such other materials as the City may require:

1. The proposed Sub-zone;
2. Complete plan map of the property proposed for the Sub-zone as provided in this Chapter and including topographical information at 2' contours or more detailed;
3. The proposed Sub-zone Ordinance specifying the permitted, conditional, and accessory uses as more fully detailed in the required Development ~~Agreement~~ Plan.
4. ~~A proposed Development Agreement.~~

11.11.060 Development Agreement.

1. Contents. ~~The proposed A~~ Development Agreement, provided by the City, shall include the items specified in this Section.
2. Legislative Action. The City Council, in its legislative discretion, shall exercise its general policy determination functions in considering and may make any modifications to the proposed Development Agreement that it deems appropriate before approving the Development Agreement and applying it to the property as a part of the creation and mapping of the Sub-zone.
3. Required Elements. The Development Agreement shall include:
 - a. A master development plan for the entire property of the project showing:
 - i. The general areas of each intended use and the approximate intensity of each such use such as the approximate number of each type of residential or support use.
 - ii. The general areas of each intended use and the approximate intensity of each use such as the approximate number of each type of commercial, office, or retail use;
 - iii. The approximate location of infrastructure such as roads, parking, storm water facilities, flood control, utilities, and other infrastructure.
 - iv. The general location size and type of support uses, open space, recreational amenities, pathways or trails, and related amenities.
 - v. Designation of any present or proposed FEMA floodplain and wetland area.
 - b. Proposed development standards for the various types of residential, commercial, retail office, or other uses proposed including parking areas, dimensions and setbacks.

- c. Proposed design standards addressing building height, massing and orientation, open space, natural resource protection, architectural design and materials, landscaping and buffering standards, parking, and signage.
- d. Proposed plan for maintenance of the project including appropriate costs for the same to be incurred by an owner's association, that accounts for implementation costs and long-term maintenance projections.
- e. Proposed plan for implementing, administering, enforcing the proposed project.
- f. A hold harmless provision ensuring that the City, and other public entities servicing the project, cannot be held liable for any damages arising out of the Development Agreement.
- g. Any other items that the City Engineer or City Attorney deems appropriate.

11.11.070 Administration of Sub-Zone.

It is the intent of the City that after the policy considerations by the City Council in adopting the proposed Sub-zone, applying that Sub-zone to the property, and entering into the Development Agreement that any implementation of the Sub-zone or Development Agreement is administrative in nature and not a legislative function. However, modification or amendment of the Development Agreement is a legislative function that requires approval of the City Council.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: Effective date. This Ordinance shall be effective immediately upon posting after final passage, approval, and posting.

PASSED AND ADOPTED by the City Council on this ____ day of ____, 20__.

MICHELLE TAIT, Mayor
Harrisville City

ATTEST:

JENNIE KNIGHT, City Recorder

RECORDED this ____ day of ____, 2020.

PUBLISHED OR POSTED this ____ day of ____, 2020.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING
According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) 2150 North and 3) Harrisville Cabin on the above referenced dates.

City Recorder

DATE: _____

**HARRISVILLE CITY
RESOLUTION 20-07**

**SOLID WASTE COLLECTION, DISPOSAL
AND RECYCLING SERVICES AND FEES**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, APPROVING AN AGREEMENT
WITH WASTE MANAGEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION
AND DISPOSAL AND RECYCLING SERVICES, UPDATING FEES FOR THE SAME;
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the City contracts with “Waste Management” (hereafter “Contractor”) for residential solid waste collection and disposal services;

WHEREAS, the City desires to update its agreement with Waste Management;

WHEREAS, *Utah Code Annotated* 10-3-717, 1953 as amended, authorizes the City to exercise administrative powers by resolution;

WHEREAS, the City desires to adopt fees for the costs of providing services for solid waste collection, disposal, and recycling;

WHEREAS, the Mayor and City Council desire to update certain fees as provided herein;

NOW, THEREFORE, be it resolved, the City Council of Harrisville City, Utah, that the Agreement with Waste Management for residential Solid Waste Collection, Disposal, and Recycling attached hereto as Exhibit “A”, is hereby adopted and incorporated herein by this reference. The Mayor is hereby authorized to execute said agreement on behalf of the City.

IT IS FURTHER RESOLVED by the City Council that following monthly fees for solid waste collection, disposal, and recycling are imposed:

Section 1: Garbage and Recycling Fees.

The following monthly fees for solid waste collection, disposal, and recycling as imposed:

- a. Solid Waste Collection and Disposal (Garbage) Fees:
 - i. The 1st can \$15.95 to \$16.05.
 - ii. The 2nd can \$6.80 to \$6.90
- b. Recycling Fees: the fee for all recycling cans is \$4.35 to \$4.45.

Section 2: Effective Date.

This Resolution shall be effective on June 30, 2020.

PASSED AND ADOPTED this ____ day of _____, 2020.

HARRISVILLE CITY:

Roll Call Vote is as follows:

MICHELLE TAIT, Mayor

Mr. Hendrix	Yes	No
Mr. Wilhelmsen	Yes	No

Mr. Weiss	Yes	No
Mr. Christensen	Yes	No
Mr. Jackson	Yes	No

JENNIE KNIGHT, City Recorder

RESIDENTIAL SOLID WASTE COLLECTION
AND RECYCLING SERVICES AGREEMENT

THIS RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT (the "Agreement"), made and entered into in duplicate this ____ day of _____, 2020 (the "Effective Date"), by and between HARRISVILLE CITY, a municipal corporation, whose address is 363 W. Independence Blvd., Harrisville, Utah 84404, herein referred to as "City", and Waste Management of Utah, Inc., a Utah corporation, whose principal address is 8652 South 4000 West, West Jordan, Utah 84088, herein referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor represents that it is qualified to provide residential solid waste collection and recycling services within the City; and

WHEREAS, the City desires to have the Contractor collect solid waste and recyclable materials as defined in this document within the boundaries of the City subject to the requirements set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the City and the Contractor hereby agree as follows:

1. DEFINITIONS.

- A. Applicable Law. Any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- B. Approved Containers. Approved solid waste and recycling containers shall consist of 90-105 gallon containers designed specifically for automated collection, and are equipped with wheels for easy movement by residential users and permanently attached, tight-fitting lids.
- C. Bulky Wastes. Wastes that are not capable of being stored in the approved automated solid waste containers and cannot be picked up by normally used collection vehicles, including items such as appliances, furniture, large tree branches, lawn sod, concrete, and Christmas trees, etc.
- D. Commercial User. An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, commercial entity, governmental or public entity, church, etc.

- E. Commercial Solid Waste. Solid waste resulting from the normal activities of commercial users.
- F. Food Wastes. Animal, vegetable, or mineral derived from the preparation or packaging of foodstuffs.
- G. Recycling Services and Recyclable Materials. Commonly used household products and materials collected by the Contractor from City residents in the recycling containers provided by the Contractor for the purpose of recycling or reuse. Contractor will determine the materials accepted and specifications based on recyclable materials markets. Initially, recyclable materials are set forth in Exhibit A. Under this Agreement the City receives a benefit in the form of rate cost savings by requiring all residents currently receiving recycling service and all future residents to participate in the recycling services program. In the event that the City opts to not require mandatory residential participation in the recycling services program, then Contractor and the City shall attempt to negotiate an adjusted rate for such recycling services. If agreement cannot be reached regarding such adjusted rates, then Contractor may terminate the recycling services program.
- H. Residence. An occupied dwelling unit such as a home, trailer, or multi-family dwelling of four or less units, not including hotels, motels, or mobile home parks. Each unit of a multi-family dwelling shall be considered a separate residence for purposes of billing. A dwelling unit is not occupied if the persons living therein are absent for over 90 continuous days, or are absent for 30 continuous days after notice to the City, whichever period is shorter.
- I. Residential Solid Waste. Solid Waste resulting from the normal activities of households.
- J. Solid Waste. Putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the City, but excluding Unacceptable Waste.
- K. Unacceptable Waste. Any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Contractor pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Contractor's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Contractor's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

- L. Uncontrollable Circumstance. Any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.
2. **SERVICE**. The Contractor shall furnish all labor, fuel, trucks, equipment, containers, supervision, and all other things required to complete its services hereunder, which shall consist of providing automated residential solid waste collection, removal, and disposal services to approximately 1,721 residences within the City, by transporting such waste to the waste disposal facility designated by the City, and automated recyclable materials collection, including the removal, delivery, and processing of recyclable materials. In addition, the Contractor shall provide solid waste collection, removal, and disposal services to all City facilities, parks, and properties identified by the City.
 3. **TERM**. This Agreement for residential solid waste collection and recycling services shall remain in effect for five (5) years beginning July 1, 2020 and ending June 30, 2025. Thereafter, the City may renew the Agreement upon mutual agreement of both the City and the Contractor and upon the same terms and conditions as contained in the agreement or upon such terms as the parties may deem appropriate.
 4. **MINIMUM SERVICE**. The Contractor shall make at least one weekly collection of solid waste and at least one bi-weekly collection of recyclable materials at all residences within the City on a schedule and route mutually agreed to by the City and Contractor.
 5. **HOURS**. Collections shall be made between the hours of 6:00 A.M. and 5:00 P.M. subject to such modifications as the City may require from time to time. All collections shall be made as quietly as possible.
 6. **LITTER**. The Contractor shall not litter premises in the process of making collections. The Contractor shall not be required to collect or clean up material that has not been placed in an approved solid waste container or spilled as a direct result of overfilling by the resident.
 7. **UNAPPROVED CONTAINER**. The Contractor shall not be required to collect solid waste or recyclable materials unless it is in an approved container, as defined in Paragraph 1, except as otherwise provided for in this Agreement.
 8. **NON-PROCESSIBLE AND HAZARDOUS MATERIALS**. The Contractor shall not be required hereunder to provide hauling service for non-processible waste or materials not routinely generated in residential areas. The Contractor shall collect no hazardous

wastes unless specifically requested by the resident, approved in advance by the City, and agreed to by the Contractor.

9. **COLLECTION EQUIPMENT.** The Contractor shall provide an adequate number of vehicles approved by the City for regular collection services. All collection equipment shall be kept in good condition and repair, appearance, and in a sanitary condition at all times, properly inspected and meeting State and local requirements for vehicle equipment. Each vehicle shall have clearly visible on each side the name and telephone number of the Contractor. The Contractor shall furnish the City with the make, year, and serial number of each vehicle primarily assigned to the city pickup. The Contractor shall provide and maintain equipment that will not gouge, scrape, peel, or otherwise damage the approved solid waste containers.
10. **EXCLUSIVE RIGHT.** During the term of this Agreement, the Contractor is granted an exclusive right to collect all residential solid waste and recyclable materials covered by this Agreement and generated within the City. Except that the exclusive right in this paragraph and otherwise under this Agreement shall not be construed to require existing residents in the City being serviced by another provider using front load bins from changing to Contractor. Nor is the City in violation of this Agreement where existing residents are presently receiving such front load bin services. This paragraph applies to residents who receive services from the Contractor and any subsequent or new residents.
11. **OFFICE.** The Contractor shall establish and maintain a local office or such other facilities as necessary and acceptable to the City, through which the Contractor can be contacted, where service may be applied for, and complaints can be made. The Contractor's main office shall be equipped with sufficient telephones and shall have a responsible person present and in charge during collection hours.
12. **HAULING.** All solid waste and recyclables hauled by the Contractor shall be so contained or enclosed that leaking, spilling, or blowing of the material is prevented. In the event of any spillage by the Contractor, the Contractor shall immediately clean up the litter.
13. **TITLE TO WASTE.** Title to all non-hazardous waste shall be vested in the Contractor upon being placed in its vehicle except items that a resident may have inadvertently or unintentionally deposited in a container. Title to all Hazardous Material will remain with the resident at all times.
14. **DISPOSAL.** All solid waste for disposal shall be hauled by the Contractor to the Weber County Transfer Facility in Ogden, Utah, or other facility designated by the City and agreed upon by the Contractor, as required by regulations. The Contractor shall become familiar with and abide by all rules, regulations, laws, contracts, provisions, etc., related to the use of such facilities.
15. **CHARGES, RATES, ETC.** The City shall pay the Contractor in accordance with the following monthly charges and rates:

A. Basic Weekly Residential Service Charges and Rates:

- (1) Residential Solid Waste Rate. One Container @ \$15.36 per month.
- (2) Residential Solid Waste Rate. Each additional container @ \$5.80 per month.
- (3) Residential Recyclable Materials Rate. One Container @ \$4.65 per month.
- (4) Residential Recyclable Materials Rate. Each additional container @ \$4.65 per month.

B. Special Municipal Services Charges and Rates:

- (1) Municipal Buildings and Facilities Collection Service. Contractor shall provide, without extra charge, weekly waste collection service of all approved solid waste containers at all municipal buildings, public parks, and properties within the City. Such services, together with those described in subsection (B)(2) below, shall not exceed \$5,000 per year (such amount shall be adjusted each year by change in CPI, pursuant to subsection (C)(i) below).
- (2) Special Municipal Sponsored Events Service. Contractor shall provide, without extra charge, waste collection service of all approved solid waste containers at City sponsored events and activities. If roll-off containers are provided, the City shall pay the haul and disposal fees of such service. Such services, together with those described in subsection (B)(1) above, shall not exceed \$5,000 per year (such amount shall be adjusted each year by change in CPI, pursuant to subsection (C)(i) below).
- (3) Spring and Fall Cleanup Service. As an optional service, the Contractor shall provide a spring and fall cleanup service utilizing roll-off containers placed and serviced in various locations determined by the City. The collection schedule in April and October each year shall be determined and agreed to by the City and the Contractor. Contractor will not charge the City for the first fifteen hauls for each of the spring and fall clean up (additional hauls will be charged at \$132.15). City will pay disposal fees for such material. These rates shall be adjusted pursuant to Section 15.C.

C. Changes in Charges and Rates:

- (i) CPI Rate Adjustment. The compensation payable to the Contractor shall be adjusted annually on the anniversary date of the contract beginning with the second contract year. The adjusted compensation

shall reflect changes in the Contractor's cost of operations as indicated in the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services.

- (ii) Extraordinary Adjustments. In addition to the annual CPI Adjustment provided above, the Contractor rates shall, upon written request of Contractor, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the services hereunder due to any one or more of the following causes:
- a. Uncontrollable Circumstance;
 - b. Change in Applicable Law that is effective after the effective date of this Agreement;
 - c. Increase in costs to dispose of or process Solid Waste or Recyclable Materials;
 - d. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the services; or
 - e. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs.

If Contractor requests a rate adjustment pursuant to this Section 15(C)(ii), it shall prepare a rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall approve all properly calculated rate adjustments within ninety (90) days of Contractor's request. Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

16. CONTAINERS. The Contractor shall provide sufficient approved solid waste and recycling containers for the use of all residential users as required. The Contractor will replace all containers lost, stolen, or found to be defective during the term hereof. It is further agreed that all residential approved solid waste containers provided to the City's residents are the property of the Contractor. Individual residents may, at their option, choose to obtain additional automated containers, which will be issued at an additional monthly charge to that residence, and which must be kept and paid for by the resident for a minimum of six months. Under normal circumstances, container repairs or replacements shall be completed within five (5) business days of the Contractor being

notified. Additional containers and containers for new residences shall be delivered within two (2) business days of the Contractor being notified.

17. SPECIAL SERVICES. The Contractor will provide special services for handicapped persons or senior citizens not able to handle the 90-105 gallon approved solid waste container. Such special service will be as directed and approved by the City.
18. LOCATION. All approved solid waste and recycling containers shall be placed within two feet of the blacktop or in the gutter if curb and gutter is present, and at a location that is readily accessible to the Contractor and its equipment, unless previous arrangements are made between the Resident and the Contractor.
19. COMPENSATION. The City shall pay the Contractor monthly, by the 25th day of the month following the service month. The fees paid to the Contractor will include all City residences as defined herein. This figure will be updated monthly to coincide with the City's billing practices.
20. RESIDENTIAL ACCOUNTS. All residences will be provided with an approved solid waste container unless vacant for a period of 90 days or more.
21. ROUTES AND SCHEDULES. The Contractor shall provide the City with maps and schedules of collection routes and keep such information current at all times. It shall be the resident's responsibility to place their solid waste at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall notify residences affected by the schedule change through a written notice left at each residence not less than two weeks prior to the change. Due to disposal facility closure, no pick-ups will be made on Thanksgiving Day, Christmas Day, and New Year's Day. The waste will be picked up one day later for the affected days.
22. COMMERCIAL COLLECTIONS. The Contractor may deal directly with business, commercial, industrial, and institutional establishments, and all sums collected by it from such establishments shall belong to Contractor as its compensation and shall not be accounted for by it to the City. The City, however, does not, by this Agreement purport to grant to Contractor the exclusive right to collect and dispose of such business, commercial, industrial, and institutional solid waste, the same being a matter of negotiation and individual agreement with said contributors. In the event the Contractor shall handle such business, commercial, industrial, or institutional solid waste, it shall be required to obtain a City Business License and to comply with all applicable Ordinances and regulations with respect to the hauling and disposal thereof.
23. COMPLAINTS. All complaints shall be resolved within 48 hours of receipt by the Contractor, unless additional time is reasonably required. The Contractor shall supply the City, on a monthly basis, with copies of all complaints in a form approved by the City, and indicate the disposition of each. Such records shall be available for the City's inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and hour on which it was

resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

24. **NOTIFICATION OF NONCOMPLIANCE.** Contractor is not obligated to collect Overage, unless caused by Contractor spillage of non-overloaded containers during collection. "Overage" is defined as (i) Solid Waste or Recyclable Materials exceeding its container's intended capacity such that the lid is lifted by at least 10 inches (or would be lifted by at least 10 inches if there was a lid), or (ii) Solid Waste or Recyclable Materials placed on top of or in the immediate vicinity of the container. If Contractor elects to collect Overage, it may charge the City the Overage Rate set forth in Exhibit A (the City would include such charges on customer invoices). However, Contractor will give the Customer at least two written warnings before charging the Overage fee. Contractor will provide photographic evidence of the Overage to customer upon their request.

If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Solid Waste or Recyclable Materials), and Contractor has photographic evidence of each instance, Contractor may increase the customer's service level (i.e., larger container) to mitigate the Overage, and may increase the charges to such customer according to the increased service level.

25. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder and accepts full and exclusive liability for the payment of all contributions or taxes for social security, unemployment insurance, or retirement benefits, pensions or annuities now or hereafter required under any State or Federal law with regards to persons employed by the Contractor on work performed under the terms of this Agreement.
26. **CONTRACTOR'S PERSONNEL.** The Contractor shall assign a qualified person or persons to be in charge of its operations and to perform Contractor's duties under this Agreement and shall give the name or names to the City. Each employee shall, at all times, carry a valid Operator's License for the type of vehicle he is driving. The Contractor shall immediately dismiss any employee of the Contractor who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his or her duties. The Contractor shall provide operating and safety training for all personnel. Swing drivers and Contractor's managers shall be trained in first aid and each vehicle shall be equipped with a first aid kit and an approved fire extinguisher.
27. **COMPLIANCE WITH LAWS.** The Contractor shall conduct all of its operations under this Agreement in compliance with Applicable Law. In the event there are changes in Applicable Law during the term of this Agreement which enacts new requirements or alters the types or amounts of solid wastes which may be picked up or changes the disposal requirements therefor, this Agreement shall be amended by the parties to take into account such legislative changes. If the parties cannot agree to mutually acceptable amendments in such cases, either party may terminate this Agreement by giving the other party 30 days advance written notice of termination.

28. **INDEMNITY AND INSURANCE.** The Contractor shall indemnify and hold harmless, the City and its officers, agents, servants, and employees from claims, damages, costs, expenses, and attorney's fees caused by or in consequence of any negligent act or omission of the Contractor of its employees, agents or subcontractors in fulfilling this Agreement. The Contractor shall also obtain and maintain in effect during the term of this Agreement vehicle liability insurance, together with a comprehensive general liability policy covering its operations within the City, both with liability limits not less than \$2,000,000 Property Damage and \$2,000,000 Bodily Injury, naming the City as an additional insured but only to the extent of the indemnity provided to the City in this Section 28, and providing for thirty (30) days written notice to the City prior to termination or cancellation. Certificates of insurance shall be filed with the City before the Contractor commences work.
29. **WORKER'S COMPENSATION.** The Contractor shall carry, with an insurance company authorized to transact business in the State of Utah, a policy that fulfills all the requirements of the Workmen's Compensation Act of Utah, including all legal requirements for occupational diseases.
30. **ASSIGNMENT.** The Contractor shall not have the right to assign this Agreement or otherwise transfer it in any manner whatsoever, or sell, lease, or permit others to use or transfer it in any manner whatsoever, except with the prior written approval of the City. In the event of the Contractor selling his business to another, the City reserves the right to terminate this agreement and request proposals for solid waste collection from qualified haulers.
31. **BOOKS, RECORDS, AND CONTRACT CONFIDENTIALITY.** The Contractor shall keep records of wastes collected and delivered to Wasatch Integrated Waste Management District facilities. The City shall have the right to review any records that in any way pertain to said deliveries. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor or required in any legal proceedings.
32. **PERMITS AND LICENSES.** The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.
33. **TIPPING FEES.** The Contractor shall pay all tipping fees for all residential solid waste collected within the City pursuant to this Agreement.
34. **STANDARD OF PERFORMANCE.** If the Contractor fails to collect materials herein specified for a period of three consecutive scheduled working days, or fails to perform Contractor's obligations and duties set forth in this Agreement, provided such failure is not due to Uncontrollable Circumstances, the City shall in addition to any other remedies under this Agreement declare the Contractor in default and give Contractor written notice thereof. If, after receipt of such notice of default, the Contractor does not immediately (within 24 hours) commence to collect materials herein specified, or fails to perform Contractor's duties in a satisfactory manner, this Agreement shall, at

the election of the City, terminate and all liability of the City to the Contractor hereunder shall cease (except regarding services performed by Contractor to date) and the City shall be entitled to recover any damages incurred by the City due to Contractor's default. Termination of this Agreement as herein provided shall not release the Contractor of its liability to the City for breach of this Agreement.

35. NUMBER OF COPIES. This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.
36. LAW TO GOVERN. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
37. MODIFICATION. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing
38. RIGHT TO REQUIRE PERFORMANCE. The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City or any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
39. POINT OF CONTACT. All dealings, contacts, etc., between the Contractor and the City shall initially be directed by the Contractor to the City Administrator.
40. ILLEGAL PROVISIONS. If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
41. NOTICE. A letter addressed and sent by certified U.S. mail to either party at its business address shown hereinabove or delivered personally, upon receipt by the receiving party, shall be sufficient notice whenever required for any purpose in this Agreement.
42. INTEGRATION. This Agreement contains the entire and integrated agreement of the parties as of its date and no prior or contemporaneous promises, representations, warranties, inducements or understandings between the parties with respect to the subject matter hereof which are not contained herein shall be of any force or effect.
43. ATTORNEY'S FEES. In case of failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorney's fees resulting from the enforcement of this Agreement, or any right arising out of such breach, including all costs, expenses, and reasonable attorney's fees incurred in any bankruptcy proceeding. Any such costs, expenses, and reasonable attorney's fees incurred under this Paragraph by the City may be deducted by it from any compensation due to the Contractor.

44. EFFECTIVE DATE. This Agreement shall become effective upon the Effective Date.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

FOR HARRISVILLE CITY:

ATTEST:

Mayor

City Recorder

FOR WASTE MANAGEMENT OF UTAH, INC.

Scott Bradley, President

EXHIBIT A

RECYCLABLE MATERIALS SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLE MATERIALS include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclable Materials)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable Materials or pieces of paper Recyclable Materials less than 4" in size in any dimension	Propane tanks, fuel cannisters
Batteries	Metal cookware/bakeware
Fiber Recyclable Materials with moisture exceeding commodity market limits	

* Glass may not be accepted in all locations.

DELIVERY SPECIFICATIONS:

Material placed for collection may not contain Non-Recyclable Materials or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Contractor's

property, its personnel or the public or materially impair the strength or the durability of Contractor's structures or equipment.

Contractor reserves the right upon notice to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Contractor may reject in whole or in part, or may process, in its sole discretion, materials not meeting the specifications, including wet materials. Contractor may invoice Customers for all costs, losses and expenses incurred with respect to such non-conforming materials including costs for handling, processing, transporting and/or disposing of such non-conforming materials which charges may include an amount for Contractor's operating or profit margin. Without limiting the foregoing, Contractor may bill Customers a contamination charge as provided in Section 3.D of the Agreement.

**HARRISVILLE CITY
ORDINANCE NO. 509**

WALL AVENUE ZONING MAP AMENDMENT

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING THE
OFFICIAL ZONING MAP FOR CERTAIN PARCELS ON WALL AVENUE
BASED UPON AN APPLICATION FILED WITH THE CITY; SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Harrisville City is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development;

WHEREAS, the City has adopted an Official General Plan and Zoning Map to govern land use within the City;

WHEREAS, the City received an Application to amend the Official Zoning Map of Harrisville City filed by the putative property owner, SITE DESIGN COLLABORATIVE, INC, and desires to act upon the same;

WHEREAS, the attached Exhibit “A” contains the required Conceptual Plan for the area of the proposed amendment to the Zoning Map;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on April 8, 2020, to take public comment on this proposed Ordinance, and gave its recommendation to approve this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on May 12, 2020, to act upon this Ordinance;

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

Section 1: Zoning Map Amendment. That the Zoning Map for certain real property identified as Weber County Parcel Numbers 11-039-0018, 11-038-0018 and 11-038-0031 and as set forth in the attached Exhibit “A” which is hereby adopted and incorporated herein by this reference, is hereby changed from RE-15 Residential Zone to the CP-2 Commercial Zone.

Section 2: Concept Plan and Reversion. The Concept Plan attached in Exhibit “A” which is hereby adopted and incorporated herein by this reference is adopted as the required

Concept Plan for this Zoning Map Amendment. Any development must substantially conform to this Concept Plan. In the event that any development fails to substantially conform to the Concept Plan, or in the event that the final plat is not recorded with Weber County within eighteen (18) months of the effective date of this Ordinance, then the property is automatically reverted to its prior zoning of RE-15 Residential.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: Effective date. This Ordinance shall be effective immediately upon posting after final passage, approval, and posting.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2020.

MICHELLE TAIT, Mayor
Harrisville City

ATTEST:

JENNIE KNIGHT, City Recorder

Roll call vote is as follows:		
Mr. Jackson	Yes	No
Mr. Christensen	Yes	No
Mr. Weiss	Yes	No
Mr. Wilhelmsen	Yes	No
Mr. Hendrix	Yes	No

RECORDED this ____ day of _____, 2020.

PUBLISHED OR POSTED this ____ day of _____, 2020.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) Harrisville Cabin and 3) 2150 North on the above referenced dates.

City Recorder

DATE: _____



Site Plan Requirements

Site Plan Application

Date / Time

03/13/2020

Developer's Full Name

CROSS DEVELOPMENT LLC - Atten. Walt McMennamy

Email Address

walt@crossdevelopment.net

City

Carrollton

Zip Code

75010

Parcel #

11-038-0031; 11-038-0018; 11-038-0028; 11-039-0018; 11-039-0023

Developer's Engineer

SITE DESIGN COLLABORATIVE, INC

Engineer's Phone

714-906-5739

Please upload a digital copy of your engineered site plan. Signature

See attached: (03.12.2020) SITE PLAN SUBMITTAL - Caliber Collision.pdf

Type of Site Plan

New Site Plan

Phone Number

2148831274

Mailing Address

4336 Marsh Ridge Rd.

State

TX

Title of Project

CALIBER COLLISION

Approximate Address of Site

566 N Wall Ave Ogden, UT 84404

Contact Person

FARMAN SHIR, PE

Engineer's Email Address

FSHIR@SDCOLLABORATIVE.NET



Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

February 28, 2020

To Whom it May Concern:

RE: AVAILABILITY LETTER – Caliber Collision Automotive Repair Center

The Bona Vista Water District does have culinary water available for the project located approximately at 650 North Harrisville Rd.

This letter states that the above named project is in the boundaries of the Bona Vista Water Improvement District. The information will be evaluated with our review process when formal application is made by the Developer and fees are paid to the District.

The plan review fee for a commercial project is \$1000.00 and \$300.00 an acre. We consider this fee to be minimal and is only to cover the cost of review by the District and the District Engineer. Only the phase in consideration is guaranteed service and only for a period of one year from the date of the District approval, if not constructed.

Connection fees and fire line fees are based on line size. All water mains, service lines, fire hydrants, etc. must be constructed according to the District's specifications (available at the District office) and all requirements met before water service will be turned on.

If this development is going to have more than 15% of the property landscaped, they must have a secondary water source. Prior to the District accepting fees for the service line, the owner or developer must furnish us with their secondary water information

If you have any questions please feel free to give me a call at 801-621-0474 ext. 207.

Sincerely,

Matt Fox
Assistant Manager

Board of Directors

Ronald Stratford, Chairman – Unincorporated Area
Scott VanLeeuwen, Co-Chairman – Marriott/Slaterville
Z. Lee Dickmore – Farr West
Michelle Tait – Harrisville
Jon Beesley – Plain City

Management

Blake Carlin, Manager
Matt Fox, Assistant Manager
Marci Doolan, Office Manager

March 5, 2020

Cross Development
N Harrisville Rd
Harrisville, UT
ATTN: Nancy Kennedy

Dear Developer:

Re: Natural Gas Service Availability Letter

Natural gas can be made available to serve the Automotive Center (N Harrisville Rd) development when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules and/or buildings that will be served by natural gas, and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
2. Review by Dominion Energy' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Dominion Energy' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,



Cody Randall
Pre-Construction Representative

SITE DEVELOPMENT PLAN FOR

**CALIBER
COLLISION**

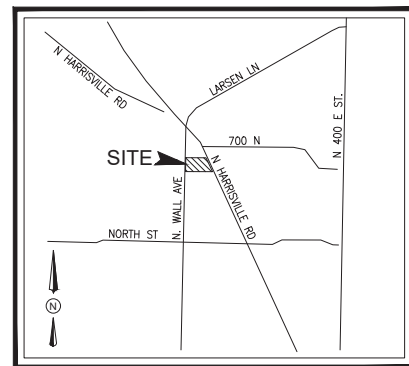
RESTORING THE RHYTHM OF YOUR LIFE®

566 N. WALL AVE.
HARRISVILLE, UT 84404
WEBER COUNTY

OWNER:
END-IRA INC.
CONTACT: KONG THAO
KSTHAO@NDTCO.COM
1070 W. CENTURY DR. #100
LOUISVILLE, CO 80027
303-546-7930

DEVELOPER:
CROSS
development
CROSS DEVELOPMENT
CONTACT: WALT McMENNEMY
WALT@CROSSDEVELOPMENT.NET
4336 MARSH RIDGE RD.
CARROLLTON, TX 75010
214-883-1274

ENGINEER:
SDC
SITE DESIGN COLLABORATIVE, LLC
CONTACT: FARMAN SHIR, P.E.
FSHIR@SDCOLLABORATIVE.NET
1333 W. McDERMOTT DR., SUITE 150
ALLEN, TX 75013
800-484-4717



VICINITY MAP
N.T.S.



—STRUCTURAL ENGINEER

**HARRISVILLE CITY
RESOLUTION 20-05**

ELECTRONIC MEETING POLICY

**A RESOLUTION OF HARRISVILLE CITY, UTAH AMENDING THE HARRISVILLE
CITY PERSONEEL POLICIES AND PROCEDURES MANUAL RELATING TO
ELECTONIC MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Utah Code Annotated §52-4-207 authorizes the City to meeting electronically and to allow for members to participate in such meetings electronically if the City adopts an electronic meetings policy;

WHEREAS, the City desires to adopt this electronic meeting policy to comply with state law and facilitate public participation in electronic meetings;

WHEREAS, the City finds that the attached policy is necessary to comply with the orders from the local health department for social distance in the 2020 COVID-19 Pandemic;

WHEREAS, these measures are necessary for the health, safety, and general welfare of the public and for the efficient conduct of public meetings;

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

Section 1: Policy

The City finds that it may be necessary to conduct an electronic meeting in order to promote the health, safety, and welfare of the community. The City also finds that an electronic meeting enables the convening of a Public Body where actual appearance at a meeting, of members or staff, is not possible due to unavailability or other circumstances. The purpose of this electronic meeting policy is to authorize and facilitate the conduct of electronic meetings by the City in accordance with Utah Code §52-4-207. To the greatest extent possible under the circumstances, laws governing public meetings apply to electronic meetings. This policy is also subject to a lawful emergency order, directive, declaration, and proclamation, and any other recommendation from the local healthy authority or other authority. This policy is incorporated into the Policies and Procedures Manual of the City.

Section 2: Definitions.

The following words and phrases shall be defined as follows:

1. “Anchor Location” means the physical location from which the electronic meeting originates or from which the participants are connected.

2. “Electronic Meeting” means either a public meeting or public hearing of a Public Body convened and conducted by electronic means, allowing each member of a Public Body to contact the anchor location and participate electronically and concurrently with other members of a Public Body in the conduct of the meeting.
3. “Meeting Administrator” means the presiding member of the Public Body or the person designated to operate the electronic conference equipment at the anchor location to ensure that all members of the Public Body are continuously able to participate in the electronic meeting and to advise the Chair conducting the meeting of the initiation, recess, if appropriate, or adjournment of the meeting.
4. “Public Body” as defined in Title 52, Chapter 4 of the Utah Open and Public Meetings Act.

Section 3: Electronic Meeting.

An electronic meeting is held when necessary to comply with a federal or state mandate, or as required by the local health authority. In all other cases, the administration or any member of a Public Body may request to participate electronically in any public meeting or public hearing. Such a request shall give reasonable notice to the City Recorder, or designee, in order to make the necessary arrangements needed to facilitate participation electronically when such is reasonable available.

Section 4: Notice of Electronic Meeting.

A Public Body that convenes or conducts an electronic meeting shall:

1. Give public notice of the meeting in accordance with Utah Code 52-4-202, and post written notice at the anchor location.
2. Unless waived by the members of the Public Body, provide notice of the electronic meeting to the members of the public body at least twenty-four (24) hours before the meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present.
3. Provide information on how the members of the Public Body will be connected to the electronic meeting.
4. The City Hall is designated as the standard anchor location, and the Public Body may hold an electronic meeting at any other anchor location as determined by the Mayor in case of emergency or otherwise.
5. Provide space and facilities at the anchor location so that interested persons and the public may attend and monitor, and participate in the open portions of the meeting.

Section 5: Quorum.

No electronic meeting will be convened unless a quorum of the Public Body is present and able to participate either in person or electronically.

Section 6: Conduct of the Meeting.

An electronic meeting is conducted, recorded, and minutes must be kept as required by law for all other open and public meetings. Persons participating in or observing any electronic meeting shall be held to the same rules of procedure and professional conduct standard as if such persons are in actual physical attendance at the anchor location.

Section 7: Effective Date.

This Resolution shall be effective immediately upon passage and adoption.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2020.

MICHELLE TAIT, Mayor

ATTEST:

JENNIE KNIGHT, City Recorder

Municipal Council
Roll Call Vote Tally:

	Yes	No
Mr. Hendrix	___	___
Mr. Wilhelmsen	___	___
Mr. Weiss	___	___
Mr. Christensen	___	___
Mr. Jackson	___	___

Mayor and Councilmembers:

Budget Schedule:

The tentative budget must be adopted by the first council meeting in May. The final budget must be adopted no later than June 30th.

Budget Summary (General Fund)

Revenues

Budgeted revenues in the General Fund, when compared to last year (excluding use of reserved funds, impact fees, and class C road funds) are up \$29,879. There is a budgeted increase in sales tax revenue of \$5,000. Budgeted fines are up \$25,000 from last year. No property tax rate above the certified tax rate is anticipated in this budget. There is a budgeted deficit in this budget in the amount of \$197,887.

Taxes	decrease of \$7,261
Licenses and Permits	decrease of \$166,000
Intergovernmental Revenue	increase of \$85,840
Services	decrease of \$700
Fines and Forfeitures	increase of \$24,500
Miscellaneous	decrease of \$19,200

Expenditures

Budgeted expenditures in the General Fund when compared to last year (excluding transfers, expenditures of impact fee related items, and class C road funds) are up \$36,845.

Mayor & Council	decrease of \$209
Justice Court	decrease of \$188
Non-Departmental	decrease of \$10,424
Administration	increase of \$48,973
Police	increase of \$165,903
Building Insp/Planning	decrease of \$54,445
Public Works	decrease of \$64,197
Parks & Recreation	decrease of \$48,568

Benefits

There is no merit increase in this budget.

Health insurance rates in this budget were increased by roughly 5.84% over last year's budget.

Public Safety Retirement rates are the same as the rate used in last year's budget with the exception of the Tier2 Hybrid, which increased by 4.27%.

Non Public Safety Retirement rates are the same as the rate used in last year's budget.

Personnel

The Police Dept. has budgeted for hiring an officer if they obtain the associated grant money.

Equipment

Police –

New Vehicle

New Vehicle

Public Works –

Lease 4 trucks

Budget Summary (other funds)

Capital Projects Fund

There is an expenditure budgeted for new carpet and appliances at the cabin in the amount of \$20,000.

Sewer Fund

The Sewer fee to the residents does not show an increase in the tentative budget. Commercial sewer rates also do not show an increase in the tentative budget.

Storm Water Fund

No fee increases are anticipated. Residential storm water fees are \$3 per month. Commercial storm water fees are \$3 per ERU per month.

Garbage Fund

There are no increases for garbage fees in the tentative budget. This may change prior to the adoption of the final budget.

Lynn Fortie

Treasurer

Report Criteria:

Budget note year end periods: All
 Print Fund Titles
 Page and Total by Fund
 Print Source Titles
 Total by Source
 Print Department Titles
 Page and Total by Department
 All Segments Tested for Total Breaks

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
GENERAL FUND						
TAXES						
10-31-100	GENERAL SALES AND USE TAXES	1,432,028	1,495,000	1,171,131	1,561,508	1,500,000
10-31-110	GENERAL PROPERTY TAXES	338,904	338,261	313,058	338,261	350,000
10-31-120	FRANCHISE TAX	349,580	370,000	270,068	360,091	325,000
10-31-130	REDEMPTIONS	8,716	6,000	2,677	3,569	6,000
10-31-140	911 EMERGENCY TAX	.00	.00	.00	.00	.00
10-31-150	VEHICLE TAX FEE IN LIEU	30,324	30,000	22,386	29,848	31,000
10-31-160	TRANSPORTATION TAXES	102,914	100,000	94,635	100,000	120,000
Total TAXES:		2,262,467	2,339,261	1,873,955	2,393,277	2,332,000
LICENSES AND PERMITS						
10-32-200	BUILDING PERMITS	73,312	100,000	31,646	42,195	60,000
10-32-205	PLAN CHECK FEE	30,749	40,000	10,289	13,718	20,000
10-32-210	BUSINESS LICENSES	46,362	45,000	44,814	45,000	43,000
10-32-230	PLAN APPLICATION FEES-ZONING	5,468	2,000	7,654	8,000	4,000
10-32-240	PARK IMPACT FEES	59,131	90,000	9,712	10,000	20,000
10-32-250	FIRE IMPACT FEE	.00	.00	.00	.00	.00
10-32-260	TRANSPORTATION IMPACT FEE	21,619	32,000	3,799	4,000	8,000
10-32-270	PUBLIC SAFETY IMPACT FEE	11,583	18,000	2,929	3,000	6,000
Total LICENSES AND PERMITS:		248,222	327,000	110,842	125,913	161,000
INTERGOVERNMENTAL REVENUE						
10-33-100	STATE LIQUOR FUNDS	11,474	16,000	10,281	13,708	16,000
10-33-150	SEAT BELT/EUDL	104	.00	495	659	.00
10-33-200	CLASS C ROAD FUNDS	228,705	265,000	211,689	282,251	230,000
10-33-300	GRANTS	19,998	6,000	11,541	12,000	126,840
Budget notes:						
Ramp - Population \$6,376						
Grant for Police Officer \$60,232						
Grant for Police Officer \$60,232						
If the City is unable to obtain the grant money for the police officers, it would worsen our position by \$60,232. (one of the officers is already hired, the other would only be hired if the grant is obtained)						
Total INTERGOVERNMENTAL REVENUE:		260,281	287,000	234,005	308,618	372,840
CHARGES FOR SERVICES						
10-34-400	PARK & CABIN RESERVATIONS	10,898	8,000	6,458	6,500	8,000
10-34-600	SPECIAL SERVICES-PUBLIC WORKS	.00	.00	.00	.00	.00
10-34-700	YOUTH BASEBALL - RECREATION	6,668	8,500	.00	.00	7,000
10-34-710	YOUTH BASKETBALL - RECREATION	5,924	5,000	5,765	5,765	5,800
10-34-730	SUMMER CAMP - RECREATION	.00	1,000	.00	.00	1,000

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
Total CHARGES FOR SERVICES:		23,491	22,500	12,223	12,265	21,800
FINES AND FORFEITURES						
10-35-510	FINES	149,735	150,000	124,614	140,000	175,000
10-35-520	WARRANT SERVICE	300	1,000	325	433	500
10-35-530	INTERPRETER FEES	.00	.00	.00	.00	.00
10-35-540	PUBLIC DEFENDERS FEES	662	1,000	295	393	1,000
10-35-550	CODE ENFORCEMENT FINES	.00	.00	.00	.00	.00
Total FINES AND FORFEITURES:		150,697	152,000	125,234	140,826	176,500
MISCELLANEOUS REVENUE						
10-36-440	HORIZONS BOOK SALES	225	.00	15	20	.00
10-36-450	MISCELLANEOUS REVENUE	64,804	65,000	25,644	50,000	43,000
Budget notes:						
Includes funding from Weber School District for SRO						
10-36-455	TRAFFIC SCHOOL REVENUE	.00	4,500	1,070	1,427	1,500
10-36-460	HERITAGE DAYS CELEBRATION	2,385	2,500	1,830	1,830	2,000
10-36-470	YOUTH CITY COUNCIL	.00	.00	.00	.00	.00
10-36-600	INTEREST EARNED	20,537	18,000	11,845	15,794	16,000
10-36-602	CLASS C ROAD INTEREST	24,128	20,000	18,369	24,492	26,000
10-36-603	TRANSPORTATION TAXES INTEREST	6,196	5,000	5,565	7,420	7,500
10-36-604	PARK IMPACT INTEREST	14,895	13,000	9,747	12,997	12,000
10-36-606	FIRE IMPACT FEE INTEREST	.00	.00	.00	.00	.00
10-36-608	TRANSPORTATION IMPACT INTEREST	4,073	3,500	2,843	3,790	4,000
10-36-610	PUBLIC SAFETY IMPACT INTEREST	2,322	2,000	1,623	2,164	2,300
10-36-800	SALE OF ASSETS	.00	.00	.00	.00	.00
Total MISCELLANEOUS REVENUE:		139,565	133,500	78,552	119,934	114,300
CONTRIBUTIONS AND TRANSFERS						
10-39-950	USE OF FUND BALANCE	.00	190,921	.00	81,840	197,887
10-39-960	USE OF RESERVE - CLASS C ROADS	.00	815,000	.00	.00	894,000
10-39-970	USE OF TRANSPORTATION TAXES	.00	.00	.00	.00	224,500
10-39-990	USE OF RESERVE - PARK DEVELOP.	.00	97,000	.00	159,244	368,000
Total CONTRIBUTIONS AND TRANSFERS:		.00	1,102,921	.00	241,084	1,684,387

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
MAYOR AND COUNCIL						
10-41-110	SALARIES AND WAGES	16,704	17,454	12,741	16,987	17,454
10-41-150	UNIFORM ALLOWANCE	.00	.00	.00	.00	.00
10-41-200	EMPLOYEE BENEFITS	1,671	1,900	1,249	1,665	1,891
10-41-210	INCENTIVES	.00	.00	.00	.00	.00
10-41-330	TRAVEL & TRAINING	2,540	5,000	640	853	5,000
10-41-380	ENTERTAINMENT & FOOD EXP	713	600	206	274	600
10-41-600	YOUTH COUNCIL	365	500	.00	.00	300
10-41-640	SUBSCRIPTIONS & MEMBERSHIPS	3,694	4,000	4,167	4,167	4,000
Total MAYOR AND COUNCIL:		25,686	29,454	19,001	23,946	29,245

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
JUSTICE COURT						
10-42-110	SALARIES AND WAGES	55,283	57,430	31,519	42,026	55,594
10-42-130	OVERTIME	.00	.00	.00	.00	.00
10-42-150	UNIFORM ALLOWANCE	.00	.00	.00	.00	.00
10-42-200	EMPLOYEE BENEFITS	33,096	36,468	22,467	29,956	37,016
10-42-330	TRAVEL & TRAINING	1,125	1,500	1,175	1,567	1,500
10-42-600	OFFICE SUPPLIES & EXPENSES	155	250	21	28	250
10-42-620	COURT WARRANT SERVICES	1,411	4,000	480	640	3,000
10-42-621	COURT WITNESS FEES	148	500	148	197	600
10-42-622	INTERPRETER	1,007	600	369	493	600
10-42-630	COURT LEGAL SERVICES	5,245	7,000	8,704	10,000	9,000
10-42-640	BOOKS, SUBSCRIPT, MEMBERSHIPS	1,075	1,000	834	1,112	1,000
10-42-650	VIDEO ARRAIGNMENT	.00	.00	.00	.00	.00
Total JUSTICE COURT:		98,545	108,748	65,717	86,019	108,560

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
ADMINISTRATION						
10-44-110	SALARIES AND WAGES	100,817	89,600	66,552	88,735	88,848
10-44-120	SALARIES & WAGES-TEMP/PARTTIME	65,027	63,226	44,416	59,221	69,640
10-44-130	OVERTIME	.00	.00	.00	.00	.00
10-44-150	UNIFORM ALLOWANCE	118	300	.00	.00	200
10-44-200	EMPLOYEE BENEFITS	108,715	105,854	74,347	99,129	107,864
10-44-300	ENGINEERING SERVICES	26,227	20,000	32,182	42,909	60,001
10-44-330	TRAVEL & TRAINING	4,667	2,500	2,552	2,552	2,500
10-44-380	ENTERTAINMENT & FOOD EXP	620	500	223	297	500
10-44-500	PAYMENTS TO MOTOR POOL	4,272	4,266	3,204	4,272	4,266
Budget notes:						
Existing items:						
Jeep Renegade \$4,266						
10-44-540	PUBLIC NOTICES, ADVERTISING	1,822	3,000	2,059	2,745	3,000
10-44-590	FUEL	110	500	143	191	400
10-44-600	OFFICE SUPPLIES & EXPENSE	5,564	7,000	4,594	6,125	7,000
10-44-602	COPIER MAINTENANCE	667	500	574	765	500
10-44-610	BANK FEES/TAX PENALTIES	4,697	2,500	2,090	2,787	4,000
10-44-620	POSTAGE	1,569	2,000	844	1,125	1,500
10-44-640	BOOKS, SUBSCRIPT, MEMBERSHIPS	2,578	2,500	3,781	5,042	3,000
10-44-740	EQUIPMENT	.00	.00	.00	.00	.00
10-44-741	COMPUTER EQUIPMENT	10,041	12,000	5,541	7,388	12,000
Total ADMINISTRATION:		337,511	316,246	243,101	323,283	365,219

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
NON-DEPARTMENTAL						
10-45-220	SENIOR CITIZENS	.00	.00	.00	.00	.00
10-45-301	COMPUTER SERVICES	24,707	30,000	21,399	28,532	32,000
Budget notes:						
Includes \$360 increase for IPAD data						
Includes \$500 increase for demographics information on website						
10-45-302	CITY WEBSITE MAINTENANCE	430	500	.00	.00	500
10-45-303	CITY NEWSLETTER	3,804	4,000	3,386	4,514	4,500
10-45-304	COMCAST	4,429	4,400	3,689	4,918	5,000
10-45-310	AUDIT & ACCOUNTING SERVICES	6,077	6,200	6,200	6,200	6,200
10-45-320	ELECTION COSTS	.00	6,000	7,096	7,096	.00
10-45-340	BUILDING/GROUNDS MAINTENANCE	160	.00	.00	.00	.00
10-45-410	UTILITIES	38,150	40,000	30,183	40,243	43,000
10-45-430	CITY BLDGS CUSTODIAL	13,146	15,000	12,745	16,993	17,000
10-45-480	EMERGENCY MANAGEMENT/CERT	470	.00	.00	.00	.00
10-45-520	LIABILITY/PROPERTY INSURANCE	46,428	53,000	48,128	48,128	51,500
10-45-530	TELEPHONE	16,671	18,500	10,551	14,068	16,000
10-45-602	PRINTING SERVICES	.00	.00	65	87	100
10-45-630	LEGAL SERVICES	.00	3,000	4,120	5,493	3,000
10-45-660	ANIMAL CONTROL	28,931	41,000	30,676	40,901	33,000
10-45-700	MISCELLANEOUS	2,263	2,000	358	477	1,500
10-45-701	SHREDDING	437	500	295	393	500
10-45-740	EQUIPMENT	.00	.00	64	86	.00
10-45-750	CITY HISTORY GRANT	240	.00	.00	.00	.00
10-45-751	UDOT GRANT	.00	.00	.00	.00	.00
10-45-760	CODIFICATION SERVICES	1,500	1,500	1,500	2,000	1,500
10-45-770	PROFESSIONAL SERVICES-STUDIES	1,260	1,000	.00	.00	1,000
10-45-800	PARK IMPACT FEE EXPENSE	.00	200,000	178,241	178,241	400,000
10-45-810	CABIN UTILITIES	4,566	4,500	2,532	3,376	4,000
10-45-820	CABIN REPAIRS & MAINT/FURNISHG	2,270	2,000	12,891	13,000	2,000
10-45-830	CABIN CLEANING	.00	.00	.00	.00	.00
10-45-910	RAMP EXPENDITURES	.00	6,000	6,389	6,389	6,376
Budget notes:						
Ramp - Population \$6,376						
10-45-950	TRANSFER TO OTHER FUNDS	.00	.00	.00	.00	.00
Total NON-DEPARTMENTAL:		195,939	439,100	380,504	421,135	628,676

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
POLICE DEPARTMENT						
10-51-110	SALARIES AND WAGES	570,226	563,932	431,217	574,956	628,512
10-51-120	SALARIES & WAGES-TEMP/PARTTIME	40,893	18,500	13,622	18,163	20,000
Budget notes:						
The budget in this account is for 11 officers and 1 administrative support employee.						
One of the officers will not be hired unless the City obtains a grant for that purpose.						
We have budgeted \$60,232 in the grant revenue account (75% of wages/benefits).						
If the officer is not hired, we also would not receive the budgeted revenue.						
10-51-121	COURT SECURITY WAGES	8,023	1,500	1,397	1,862	1,500
10-51-130	OVERTIME/HOLIDAY	14,601	16,000	1,330-	15,000	16,000
10-51-140	PHYSICAL FITNESS INCENTIVE	.00	.00	.00	.00	.00
10-51-200	EMPLOYEE BENEFITS	380,212	414,542	266,511	380,000	515,824
10-51-300	TECHNICAL SERVICES	16,662	16,542	15,592	15,592	16,000
Budget notes:						
CSI						
10-51-305	PROFESSIONAL SERVICES	2,046	1,500	1,606	2,142	1,500
Budget notes:						
Blood draws						
10-51-310	NARCOTICS STRIKE FORCE	6,376	6,500	6,535	6,535	6,500
10-51-330	TRAVEL & TRAINING	6,537	8,000	3,637	4,849	9,000
10-51-430	EQUIPMENT REPAIR & MAINTENANC	20,036	17,000	8,464	11,285	19,000
10-51-500	MOTOR POOL PAYMENTS	66,636	84,311	63,234	84,312	78,294
Budget notes:						
New items:						
New vehicle \$9,605						
New vehicle \$9,605						
Existing Commitments						
Admin vehicle \$7,548						
Admin vehicle \$7,548						
1 patrol vehicle \$8,628						
Vehicle \$8,840						
Vehicle \$8,840						
Vehicle \$8,840						
Vehicle \$8,840						
10-51-520	BIKE PATROL / CANINE	.00	.00	.00	.00	.00
10-51-550	NAP	425	450	425	567	450
Budget notes:						
Network Access Point						
10-51-560	LEXIPOL	6,803	5,000	.00	.00	5,000
10-51-590	GASOLINE	32,061	30,000	17,441	25,000	33,000
10-51-600	SUPPLIES & EXPENSES	5,887	5,000	5,184	6,912	5,500
10-51-602	PRINTING SERVICES	374	500	604	805	650
10-51-615	UNIFORM ALLOWANCE	9,194	8,000	6,575	8,000	9,600
Budget notes:						
\$800/person, 11 officers plus \$800 for part timers collectively.						
10-51-620	AMMO	2,747	3,000	2,127	2,836	3,000
10-51-640	SUBSCRIPTIONS & MEMBERSHIPS	776	750	620	827	950
Budget notes:						
Includes \$100 for Homicide Task Force contribution						
10-51-660	ANIMAL CONTROL	.00	.00	.00	.00	.00
10-51-665	MDC/AIRCARD	3,412	4,000	3,213	4,284	4,500
10-51-735	GRANT EXPENDITURES	9,371	.00	12,235	12,235	.00
10-51-740	EQUIPMENT	8,850	8,500	3,995	5,326	9,350
10-51-741	COMPUTER EQUIPMENT	9,239	12,000	7,262	9,682	12,000
10-51-742	VERSATERM MAINTENANCE	.00	.00	.00	.00	.00

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
10-51-743	BODY ARMOR	1,735	2,700	1,946	2,594	3,000
10-51-745	ALCOHOL ENFORCEMENT-BEER TAX	283	16,000	9,025	12,033	16,000
10-51-746	SEAT BELT	.00	.00	317	423	.00
10-51-747	EUDL	.00	.00	.00	.00	.00
Budget notes:						
Enforcement of Underage Drinking Laws						
10-51-748	OTHER MISCELLANEOUS	.00	.00	.00	.00	.00
10-51-749	ALCOHOL ENFORCEMENT-HWY SAFE	2,782	5,000	.00	.00	.00
10-51-750	SWAT	660	700	669	669	700
Total POLICE DEPARTMENT:		1,226,848	1,249,927	882,123	1,206,889	1,415,830

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
FIRE DEPARTMENT						
10-54-300	CONTRACT FIRE SERVICES	.00	.00	.00	.00	.00
10-54-350	FIRE IMPACT EXPENSE	.00	.00	.00	.00	.00
10-54-440	FIRE DISTRICT	.00	.00	.00	.00	.00
10-54-441	FIRE HYDRANTS	.00	.00	.00	.00	.00
10-54-540	DISPATCH - 911	.00	.00	.00	.00	.00
Total FIRE DEPARTMENT:		.00	.00	.00	.00	.00

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
BUILDING INSP/PLANNING						
10-56-110	SALARIES AND WAGES	35,457	36,371	23,733	23,733	.00
10-56-120	SALARIES AND WAGES - PART TIME	.00	.00	.00	.00	.00
10-56-200	EMPLOYEE BENEFITS	15,922	18,274	9,098	9,098	.00
10-56-240	PLANNING COMM.. REIMBURSEMENT	1,850	4,800	1,300	1,733	3,000
10-56-250	PROFESSIONAL PLANNER	1,050	7,500	21,179	28,239	10,000
10-56-306	PLAN CHECKS	.00	.00	.00	.00	.00
10-56-330	TRAVEL & TRAINING	118	1,000	674	674	1,000
10-56-640	SUBSCRIPTIONS & MEMBERSHIPS	.00	.00	.00	.00	.00
10-56-750	CODE ENFORCEMENT	198	1,000	213	284	500
Total BUILDING INSP/PLANNING:		54,596	68,945	56,198	63,761	14,500

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
PUBLIC WORKS/MAINTENANCE						
10-61-110	SALARIES AND WAGES	174,133	179,067	143,250	191,001	179,645
10-61-120	SALARIES & WAGES-TEMP/PARTTIME	.00	20,000	.00	.00	.00
10-61-130	OVERTIME	3,206	3,000	1,270	1,693	3,000
10-61-150	UNIFORM ALLOWANCE	434	500	265	353	500
10-61-200	EMPLOYEE BENEFITS	108,068	114,698	89,687	119,582	104,462
10-61-330	TRAVEL & TRAINING	3,139	4,000	4,064	4,064	4,000
10-61-331	ENFORCEMENT TRAINING	.00	.00	.00	.00	.00
10-61-410	BLUE STAKES	987	1,000	431	575	1,000
10-61-425	TOOLS	2,393	3,000	2,785	3,714	3,000
10-61-428	INTEREST EXPENSE - LEASES	.00	.00	.00	.00	.00
10-61-430	EQUIPMENT REPAIR & MAINTENANC	8,405	14,000	9,222	10,000	14,000
10-61-431	BUILDINGS & GROUNDS	19,035	16,500	11,953	15,938	16,500
10-61-432	LEASE PAYMENTS	.00	.00	.00	.00	.00
10-61-433	EQUIPMENT PURCHASE	119	.00	.00	.00	.00
10-61-435	SIDEWALK REPAIRS	.00	4,000	2,587	3,449	4,000
10-61-440	CLASS C ROAD EXPENSES	10,910	1,100,000	74,797	99,729	1,150,000
10-61-445	COMPUTERS	.00	.00	.00	.00	.00
10-61-450	STREET REPAIR & PATCHING	76	.00	.00	.00	.00
10-61-459	SNOW REMOVAL - MATERIAL	4,480	10,000	1,959	1,959	10,000
10-61-460	SNOW REMOVAL - OVERTIME	742	5,000	6,652	6,652	5,000
10-61-470	SIGNS	2,138	1,500	1,002	1,335	1,500
10-61-480	TRANSPORTATION TAX EXPENDITUR	1,200	.00	2,959	3,945	352,000
10-61-500	MOTOR POOL PAYMENTS	88,356	65,539	49,158	65,544	18,000

Budget notes:

The budget for next year will go back up to around \$50,000. The credit for the sale of the trucks made it artificially low this year.

New Items:

Qty 4 - F350 Trucks - Lease payment \$4,500 each

Existing commitments:

Plow \$2,628

Equipment Hydraulic Lift \$4,920

1/2 Ton truck for Bryan Fife \$6,660

Kubota L Series Tractor \$7,903

Caterpillar backhoe (trade-in old) \$7,525

Jacobsen Mower \$13,617

Credit for sale of trucks (\$43,253)

This line item will go back up next year because the credit for the sale of the trucks will not be there to offset the payments.

10-61-540	EMERGENCY MANAGEMENT	.00	6,000	166	221	6,000
10-61-590	FUEL	13,788	15,000	12,786	17,048	28,000
10-61-735	GRANT EXPENDITURES	.00	.00	.00	.00	.00
Total PUBLIC WORKS/MAINTENANCE:		441,608	1,562,804	414,993	546,802	1,900,607

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
PARKS AND RECREATION						
10-71-110	SALARIES AND WAGES	156,064	185,378	123,626	164,835	161,252
10-71-120	PART TIME WAGES - RECREATION	11,581	23,276	12,328	13,000	19,476
10-71-121	PART TIME WAGES - SEASONAL	2,402	.00	.00	.00	15,064
10-71-130	OVERTIME	6,058	3,400	871	1,161	2,000
10-71-150	UNIFORM ALLOWANCE	509	1,200	602	803	900
10-71-200	EMPLOYEE BENEFITS	95,447	133,740	79,168	105,558	110,848
10-71-250	EQUIPMENT	1,025	3,000	1,711	2,281	2,000
10-71-260	BLDGS & GROUNDS	9,105	7,000	5,400	7,200	7,000
10-71-330	TRAVEL & TRAINING	636	2,300	1,657	2,210	2,500
10-71-410	UTILITIES RECREATION	5,312	7,500	3,376	4,501	7,500
10-71-430	FIELD MAINTENANCE	2,444	2,000	198-	2,000	2,000
10-71-500	SPLASH PAD SUPPLIES/MAINT.	10,857	10,000	3,880	5,174	7,000
10-71-623	YOUTH BASEBALL/SOFTBALL	5,590	4,000	.00	.00	4,000
10-71-624	TOURNAMENTS	.00	.00	.00	.00	.00
10-71-625	ORION JR HIGH	3,820	.00	1,050	1,400	1,200
10-71-626	YOUTH VOLLEYBALL	.00	.00	.00	.00	.00
10-71-628	YOUTH BASKETBALL	1,701	1,614	1,238	1,651	1,300
Budget notes:						
Equipment (Jerseys, shorts, basketballs, pumps, needles, ball bags, tape, etc.)						
10-71-629	SUMMER CAMP	36	400	.00	.00	.00
10-71-630	SANTA AT THE CABIN	.00	250	171	171	250
10-71-631	EASTER EGG HUNT	528	700	.00	.00	700
10-71-632	FALL FESTIVAL	587	1,000	480	480	700
10-71-640	BOOKS, SUBSCRIPT, MEMBERSHIPS	2,150	2,300	2,000	2,000	2,300
Budget notes:						
Sportsites \$2,000						
10-71-730	HERITAGE DAYS CELEBRATION	17,140	17,000	13,273	13,273	17,000
10-71-732	BABY CONTEST	.00	.00	.00	.00	.00
10-71-733	LITTLE MISS HARRISVILLE	.00	.00	.00	.00	.00
10-71-734	DINNER/DANCE/BREAKFAST	1,366	2,000	867	1,156	2,000
10-71-738	FIREWORKS	5,157	5,500	5,360	5,360	5,500
10-71-840	IRRIGATION & SECONDARY	6,352	6,400	6,162	6,162	6,400
10-71-850	MISCELLANEOUS	37,215	8,500	7,420	9,893	1,000
Total PARKS AND RECREATION:		383,082	428,458	270,444	350,269	379,890

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
CONTRIBUTION/RESERVES						
10-90-100	INCREASE IN FUND BALANCE	.00	.00	.00	.00	.00
10-90-200	RESERVE PARK IMPACT FEES	.00	.00	.00	.00	.00
10-90-210	RESERVE TRANSPORTATION IMPACT	.00	35,500	.00	7,790	12,000
10-90-220	RESERVE PS IMPACT	.00	20,000	.00	5,164	8,300
10-90-230	RESERVE TRANSPORTATION TAXES	.00	105,000	.00	99,845	.00
10-90-300	RESERVE FIRE IMPACT FEES	.00	.00	.00	.00	.00
10-90-400	RESERVE CLASS C ROAD FUNDS	.00	.00	.00	207,014	.00
Total CONTRIBUTION/RESERVES:		.00	160,500	.00	319,813	20,300
GENERAL FUND Revenue Total:		3,084,723	4,364,182	2,434,812	3,341,917	4,862,827
GENERAL FUND Expenditure Total:		2,763,816	4,364,182	2,332,082	3,341,917	4,862,827
Net Total GENERAL FUND:		320,907	.00	102,729	.00	.00

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
CAPITAL PROJECTS FUND						
REVENUES						
40-30-300	GRANTS	483,173	.00	494,080	658,774	.00
40-30-450	MISCELLANEOUS REVENUE	.00	.00	.00	.00	.00
40-30-600	INTEREST INCOME	28,989	30,000	17,162	22,883	20,000
Total REVENUES:		512,161	30,000	511,243	681,657	20,000
CONTRIBUTIONS AND TRANSFERS						
40-39-100	TRANSFERS FROM GEN FUND	.00	.00	.00	.00	.00
40-39-800	APPROPRIATION OF CAPITAL FUNDS	.00	9,376	.00	.00	5,007
40-39-900	SALE OF ASSETS	.00	.00	.00	.00	.00
Total CONTRIBUTIONS AND TRANSFERS:		.00	9,376	.00	.00	5,007

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
EXPENDITURES						
40-40-100	MISCELLANEOUS	.00	20,000	.00	.00	5,000
40-40-200	STREET/SIDEWALK PROJECTS	848,203	.00	266,849	355,799	1
40-40-300	PARKS & TRAILS	31,793	.00	.00	.00	1
40-40-400	CAPITAL STUDIES	.00	.00	.00	.00	1
40-40-500	BUILDINGS/RENOVATION & REMODEL	6,080	19,376	.00	.00	20,001
Budget notes:						
New Carpet at Cabin						
New Appliances at Cabin						
40-40-600	BUILDINGS - CONSTRUCTION	.00	.00	.00	.00	1
40-40-700	EQUIPMENT	32,422	.00	13,337	17,782	1
40-40-800	INCREASE IN FUND BALANCE	.00	.00	.00	308,076	1
40-40-900	TRANSFERS TO OTHER FUNDS	.00	.00	.00	.00	.00
Total EXPENDITURES:		918,498	39,376	280,186	681,657	25,007
CAPITAL PROJECTS FUND Revenue Total:		512,161	39,376	511,243	681,657	25,007
CAPITAL PROJECTS FUND Expenditure Total:		918,498	39,376	280,186	681,657	25,007
Net Total CAPITAL PROJECTS FUND:		406,336-	.00	231,057	.00	.00

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
SEWER FUND						
REVENUES						
50-30-100	TRANSFERS FROM GENERAL FUND	.00	.00	.00	.00	.00
50-30-200	SEWER CONNECTION INSPECTION	.00	.00	.00	.00	.00
50-30-240	SEWER IMPACT FEES	.00	.00	.00	.00	.00
50-30-450	SEWER MISCELLANEOUS REVENUE	.00	.00	.00	.00	.00
50-30-600	SEWER INTEREST RECEIVED	24,077	20,000	17,894	23,859	25,000
50-30-602	SEWER IMPACT FEE INTEREST	.00	.00	.00	.00	.00
50-30-720	SEWER SERVICE FEES	549,719	545,000	419,641	559,521	560,000
50-30-800	CONTRIBUTED CAPITAL	.00	.00	.00	.00	.00
Total REVENUES:		573,796	565,000	437,535	583,380	585,000

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
SEWER						
50-62-300	PROFESSIONAL & TECHNICAL SERV	.00	.00	.00	.00	.00
50-62-310	SEWER BILLING SERVICE CHARGE	12,622	13,000	8,663	11,550	13,000
50-62-460	SEWAGE TREATMENT	379,909	387,248	295,358	393,811	400,269
50-62-710	SEWER SYSTEM EXPANSION	.00	.00	.00	.00	.00
50-62-750	SEWER SYSTEM MAINTENANCE	1,176	550,000	713	950	550,000
50-62-800	SEWER BOND INTEREST PAYMENTS	.00	.00	.00	.00	.00
50-62-810	SEWER BOND PRINCIPAL PAYMENT	.00	.00	.00	.00	.00
50-62-850	INTERNAL INSPECTION	40,051	50,000	47,313	63,084	60,000
Budget notes:						
Camera 1/2 of the city each year.						
50-62-900	DEPRECIATION	30,272	30,000	22,500	30,000	30,000
Total SEWER:		464,030	1,030,248	374,546	499,395	1,053,269
SEWER FUND Revenue Total:		573,796	565,000	437,535	583,380	585,000
SEWER FUND Expenditure Total:		464,030	1,030,248	374,546	499,395	1,053,269
Net Total SEWER FUND:		109,765	465,248-	62,989	83,985	468,269-

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
STORM WATER FUND						
REVENUES						
53-30-240	STORM WATER IMPACT FEES	48,965	90,000	43,707	45,000	90,000
53-30-450	MISC REVENUE - SWEEPER SERVICE	.00	2,000	.00	.00	115,000
Budget notes:						
This money is a transfer of funds from the Motor Pool for the sale of the Street Sweeper which the Storm Water paid full price for initially. The expected amount is \$115,000.						
53-30-600	STORM WATER INTEREST	8,493	8,000	4,746	6,329	7,000
53-30-602	STORM WATER IMPACT INTEREST	25,146	20,000	17,092	22,789	25,000
53-30-720	STORM WATER UTILITY FEES	124,278	125,000	99,434	132,579	126,000
53-30-800	CONTRIBUTED REVENUE	.00	.00	.00	.00	.00
Total REVENUES:		206,882	245,000	164,979	206,697	363,000

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
STORM WATER						
53-62-110	SALARIES AND WAGES	66,089	66,585	54,248	72,330	68,541
53-62-200	EMPLOYEE BENEFITS	41,277	41,763	30,320	40,427	43,031
53-62-300	PROFESSIONAL & TECHNICAL SERV	.00	.00	.00	.00	.00
53-62-310	STORM WATER BILLING CHARGE	12,622	13,000	8,663	11,550	13,000
53-62-331	ENFORCEMENT TRAINING	.00	2,000	.00	.00	2,000
53-62-400	ENGINEERING	.00	5,000	.00	.00	5,000
53-62-428	INTEREST EXPENSE - LEASES	.00	.00	.00	.00	.00
53-62-432	LEASE PAYMENTS	.00	.00	.00	.00	.00
53-62-433	EQUIPMENT	.00	.00	.00	.00	.00
53-62-500	MOTOR POOL PAYMENTS	15,420	15,420	11,565	15,420	15,420
Budget notes:						
Existing Items						
2016 Dodge 3500 Truck with dump bed and sander		\$15,420				
53-62-600	STORM WATER MANAGEMENT	36,857	37,000	27,869	37,159	37,000
53-62-840	APPROACH/GUTTER REPLACEMENT	.00	10,000	.00	.00	10,000
53-62-860	STORM WATER EXPANSION	.00	950,000	24,625	32,833	975,000
53-62-870	BUILDING CONSTRUCTION/O & M	.00	.00	.00	.00	.00
53-62-900	DEPRECIATION	36,235	36,000	27,000	36,000	36,000
53-62-910	PENSION EXPENSE	.00	.00	.00	.00	.00
Total STORM WATER:		208,500	1,176,768	184,290	245,719	1,204,992
STORM WATER FUND Revenue Total:		206,882	245,000	164,979	206,697	363,000
STORM WATER FUND Expenditure Total:		208,500	1,176,768	184,290	245,719	1,204,992
Net Total STORM WATER FUND:		1,619-	931,768-	19,310-	39,022-	841,992-

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
STREETS/HYDRANT FUND						
REVENUES						
54-30-600	STREETS/HYDRANT INTEREST	12	300	114	153	150
54-30-720	STREETS/HYDRANT SERVICE FEES	6,878	10,000	7,853	10,470	10,000
Budget notes:						
Fee amount - \$.50/month residential, \$1.00/month commercial						
Total REVENUES:		6,889	10,300	7,967	10,623	10,150

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
STREETS/HYDRANT EXPENDITURES						
54-62-400	ENGINEERING	.00	1	.00	.00	1
54-62-460	STREET EXPENDITURES	.00	1	.00	.00	10,000
Total STREETS/HYDRANT EXPENDITURES:		.00	2	.00	.00	10,001
STREETS/HYDRANT FUND Revenue Total:		6,889	10,300	7,967	10,623	10,150
STREETS/HYDRANT FUND Expenditure Total:		.00	2	.00	.00	10,001
Net Total STREETS/HYDRANT FUND:		6,889	10,298	7,967	10,623	149

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
GARBAGE FUND						
REVENUES						
60-30-100	TRANSFERS FROM GENERAL FUND	.00	.00	.00	.00	.00
60-30-600	INTEREST INCOME	905	1,000	542	723	1,000
60-30-710	GARBAGE SERVICE FEES	342,989	340,000	261,841	349,122	350,000
60-30-715	RECYCLING SERVICE FEES	79,038	80,000	59,767	79,690	80,000
Total REVENUES:		422,932	421,000	322,151	429,535	431,000

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
GARBAGE						
60-52-310	GARBAGE BILLING CHARGE	12,622	13,000	8,663	11,550	13,000
60-52-440	GARBAGE/RECYCLE CHARGES	408,733	385,000	286,644	382,192	420,000
Total GARBAGE:		421,355	398,000	295,307	393,742	433,000
GARBAGE FUND Revenue Total:		422,932	421,000	322,151	429,535	431,000
GARBAGE FUND Expenditure Total:		421,355	398,000	295,307	393,742	433,000
Net Total GARBAGE FUND:		1,576	23,000	26,844	35,793	2,000-

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
MOTOR POOL FUND						
REVENUES						
61-30-100	TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.00
61-30-200	OUTSIDE LEASE REVENUE	.00	.00	.00	.00	18,000
Budget notes:						
Qtry 4 F350 Trucks - Public Works						
61-30-300	INTERNAL LEASE REVENUE	174,684	169,536	127,161	169,548	97,980
Budget notes:						
Admin						
Jeep Renegade \$4,266						
Police						
New items:						
New vehicle \$9,605						
New vehicle \$9,605						
Existing Commitments						
Admin vehicle \$7,548						
Admin vehicle \$7,548						
1 patrol vehicle \$8,628						
Vehicle \$8,840						
Vehicle \$8,840						
Vehicle \$8,840						
Vehicle \$8,840						
Public Works						
New Items:						
None						
Existing commitments:						
Plow \$2,628						
Equipment Hydraulic Lift \$4,920						
1/2 Ton truck for Bryan Fife \$6,660						
Kubota L Series Tractor \$7,903						
Caterpillar backhoe (trade-in old) \$7,525						
Jacobsen Mower \$13,617						
Credit for sale of trucks (\$43,253)						
Storm Water						
2016 Dodge 3500 Truck with dump bed and sander \$15,420						
61-30-450	MISCELLANEOUS REVENUE	15,894	.00	.00	.00	.00
61-30-600	INTEREST EARNED	15,636	12,000	11,087	14,783	15,000
61-30-800	SALE OF ASSETS	.00	10,000	34,266	45,688	162,000
Total REVENUES:		206,214	191,536	172,514	230,019	292,980

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
EXPENDITURES						
61-40-400	OUTSIDE LEASE PAYMENTS	.00	.00	.00	.00	18,000
61-40-428	INTEREST EXPENSE - LEASES	.00	.00	.00	.00	.00
61-40-620	ASSET PURCHASES	.00	145,153	97,905	97,905	89,100
Budget notes:						
Police						
New Vehicle \$44,543 (equipped)						
New Vehicle \$44,543 (equipped)						
Public Works						
None						
61-40-630	RETURN VALUE OF SOLD ASSETS	.00	.00	.00	.00	115,000
Budget notes:						
Transferring the sale amount back to Storm Water which paid full price for the Street Sweeper initially.						
61-40-900	DEPRECIATION	160,204	150,000	112,500	150,000	160,000
Total EXPENDITURES:		160,204	295,153	210,405	247,905	382,100
MOTOR POOL FUND Revenue Total:		206,214	191,536	172,514	230,019	292,980
MOTOR POOL FUND Expenditure Total:		160,204	295,153	210,405	247,905	382,100
Net Total MOTOR POOL FUND:		46,010	103,617-	37,891-	17,886-	89,120-

Account Number	Account Title	2018-2019 Pri Year Actual	2019-2020 Cur Year Budget	07/19-03/20 Cur YTD Actual	2019-20 Cur Year Projected Budget	2020-2021 Proposed Budget
LONG TERM DEBT FUND						
Department: 40						
95-40-100	GEN GOVT PENSION EXPENSE	15,552	.00	.00	.00	.00
95-40-110	PUBLIC SAFETY PENSION EXPENSE	40,624	.00	.00	.00	.00
95-40-120	PUBLIC WORKS PENSION EXPENSE	11,961	.00	.00	.00	.00
95-40-130	PARKS & REC PENSION EXPENSE	10,728	.00	.00	.00	.00
Total Department: 40:		78,865	.00	.00	.00	.00
LONG TERM DEBT FUND Revenue Total:		.00	.00	.00	.00	.00
LONG TERM DEBT FUND Expenditure Total:		78,865	.00	.00	.00	.00
Net Total LONG TERM DEBT FUND:		78,865-	.00	.00	.00	.00
Net Grand Totals:		1,673-	1,467,335-	374,384	73,493	1,401,232-

Report Criteria:

Budget note year end periods: All
 Print Fund Titles
 Page and Total by Fund
 Print Source Titles
 Total by Source
 Print Department Titles
 Page and Total by Department
 All Segments Tested for Total Breaks

**HARRISVILLE CITY
RESOLUTION 20-06**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BY
AND BETWEEN PLEASANT VIEW CITY AND HARRISVILLE CITY
FOR 2020 STREET MAINTENANCE PROJECT.**

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, Pleasant View City and Harrisville City have negotiated an Agreement for the purpose of completing 2020 Street Maintenance Project as one combined project;

WHEREAS, Pleasant View City, and Harrisville City find that mutual benefit and cost-effective government can be achieved through this interlocal agreement for services entailed herein;

NOW, THEREFORE, the Mayor and City Council of Harrisville City hereby resolves to enter into the attached Interlocal Agreement with Pleasant View City for the purposes of the 2020 Street Maintenance Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. 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, 2020.

MICHELLE TAIT, Mayor

ATTEST:

JENNIE KNIGHT, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Roll call vote is as follows:

Mr. Hendrix	yes	no
Mr. Wilhelmsen	yes	no
Mr. Weiss	yes	no
Mr. Christensen	yes	no
Mr. Jackson	yes	no

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
HARRISVILLE CITY AND PLEASANT VIEW CITY
FOR 2020 STREET MAINTENANCE PROJECT**

This Interlocal Agreement is made by and between Pleasant View City, a body politic and political subdivision of the State of Utah, having its principal business address as 520 W. Elberta Dr., Pleasant View, Utah (hereinafter "Pleasant View") and Harrisville City, a body politic and political subdivision of the State of Utah, having its principal business address as 363 West Independence Blvd., Harrisville, Utah (hereinafter "Harrisville"), individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies 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, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, Pleasant View is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, Harrisville is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, the Parties are neighboring communities which each complete an annual street maintenance project;

WHEREAS, the Parties desire to work cooperatively to increase efficiency and uniformity and possibly decrease costs by combining their respective 2020 annual street maintenance projects into one project (hereinafter "Project");

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, Pleasant View and Harrisville do mutually agree and undertake as follows:

Section One

Scope of Agreement

Intent. Parties intend by this Agreement to combine their respective annual street maintenance projects into one (1) for the purposes of bidding and construction.

Specifically, this Agreement addresses the obligations of Pleasant View and Harrisville in relation to preparing, bidding, awarding, and managing Project. Each Party remains responsible for the selection of

their portion of Project area, bid schedule, project drawings, technical specifications, and inspections of their portion of the Project. Pleasant View shall be the lead agency with each Party's responsibilities defined in Sections 2 and 3.

Section Two

Pleasant View's Responsibilities

Pleasant View agrees to:

1. Oversee and manage the administration of Project from bidding to completion, including:
 - a. Advertise Project in accordance with current State noticing laws and Class B&C Road Fund requirements;
 - b. Prepare Project bidding and construction documents in accordance with the Engineer's Joint Contract Documents Committee (EJCDC) documents (hereinafter "Project Manual");
 - c. Separate the Bid Schedule into sections, one for Pleasant View and one for Harrisville;
 - d. Conduct a Public Bid Opening;
 - e. Select and award the Projects to the contractor in compliance with current Pleasant View's policies and procedures (hereinafter "Contractor");
 - f. Collect required performance bonds, payment bonds, and insurance from Contractor;
 - g. Conduct a pre-construction meeting with all Parties and Contractor;
 - h. Issue the Notice to Proceed to Contractor;
 - i. Process and pay all Contractor pay requests;
 - j. Issue Project Change Order(s) to Contractor, where necessary;
 - k. Issue Project Certificate of Substantial Completion to Contractor; and
 - l. Issue Project Notice of Final Acceptance to Contractor.
2. Project Manual shall include the following additional requirements/language:
 - a. Contractor shall add "Harrisville City Corporation" as an additional insured on required insurance certificate; and
 - b. Actual construction limits may be modified based on bid prices.
3. Coordinate with Harrisville in the selection of the Contractor.
4. Provide inspections of all Project work completed within the boundaries of Pleasant View.

5. Coordinate Project inspections with Harrisville by providing notification to the Harrisville Public Works Director one (1) working day prior to the work being done in Harrisville or within 500 feet of the Parties shared boundary line.
6. Instruct Jones & Associates to separate Contractor pay requests into Pleasant View section and Harrisville section.
7. Maintain and oversee Project records and provide electronic versions to Harrisville.

Section Three Harrisville's Responsibilities

Harrisville agrees to:

1. Coordinate with Pleasant View and provide necessary information for the preparation of the Project Manual.
2. Provide a representative to attend all Project related meetings.
3. Coordinate with Pleasant View on the selection of Contractor.
4. Provide inspections of all Project work completed within the boundaries of Harrisville.

Section Four Payment

1. Pleasant View and Harrisville will establish and maintain their own budgets for expenses related to this Agreement.
2. For the Project, Pleasant View shall make payment in full to Contractor for all Work performed under the bid schedule for Pleasant View, and Harrisville shall make payment in full to Contractor for all Work performed under the bid schedule for Harrisville.
3. Parties will equally share the actual cost of the Project advertisement in the local newspaper. Pleasant View shall invoice Harrisville for one-half (1/2) of the advertisement cost.

Section Five General Provisions

1. **Limitations.** Except as outlined by this Agreement or by agreement separate from this, neither party assumes any responsibility to inspect, install, operate or otherwise maintain the other party's roadway/street system. Further, this Agreement does not impose on either party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.
2. **Official Representative.** Parties respectively designate the following persons to act as their authorized representative in matters and decisions pertaining to the timely performance of this Agreement.

Pleasant View

Bill Cobabe

City Administrator

Phone: 801-827-0468

Email:

bcobabe@pleasantviewcity.com

Harrisville

Bill Morris

City Manager/Attorney

Phone: 801-782-4100

Email:

bmorris@cityofharrisville.com

The authorized representative(s) shall have full power to bind Pleasant View and Harrisville, respectively, in decisions related to Project and not require approval from Pleasant View or Harrisville elected representatives, unless otherwise required by their individual Purchasing Policy. Each may designate an authorized representative upon written notice to the other party.

5. **Term and Renewal.** This Agreement shall be for a period of twenty-four (24) months beginning upon the effective date in paragraph 7, or until such time as the construction of Project as described herein is complete, including the one-year warranty period, whichever comes first.
6. **Termination.** This Agreement may be terminated by either party upon ninety (90) days written notice from the Harrisville Mayor or the Pleasant View Mayor provided to the City Recorder. Upon termination of the Agreement, Harrisville shall have thirty (30) days to pay any outstanding balance owed to Pleasant View.
7. **Effective Date.** This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the Parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.
8. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from the each party, along with being approved as to form by the Harrisville Attorney and Pleasant View Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
9. **Entire Agreement.** This Agreement, together with any written amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except for the resolutions of each party herein attached and incorporated by reference.
10. **Indemnification.** Each party agrees to indemnify, defend, and save and hold the other party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:
 - a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying party's actions;
 - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying party, relating to this Agreement; and

- c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
- 11. **Employee Status.** It is understood and agreed by the parties that any and all personnel furnished by the parties shall remain employees of the respective parties and shall abide by the personnel policies of the respective parties.
- 12. **Hired Consultant Status.** It is understood and agreed by the parties that any consultant, including but not limited to the person, firm, or entity serving as City Engineer, Project Engineer, or Contractor, shall not represent themselves as employees of the respective parties.
- 13. **Warranties.** Each party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the parties that would adversely affect this Agreement.
- 14. **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Pleasant View City Recorder and the Harrisville City Recorder and shall remain on file for public inspection for the duration of this Agreement.
- 15. **Governing Law.** It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
- 16. **Non-transferable.** This rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the parties.
- 17. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement, unless the invalidation of the provision materially alters the agreement by interfering with the purpose of the agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties. It is thus the intention of the parties that each provision of this agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the agreement is preserved.

18. Additional Interlocal Cooperation Act provisions. In satisfaction of the requirements of the Interlocal Cooperation Act, the parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party, pursuant to Section 11-13-202.5.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the parties.
- e. Immediately after execution of this Agreement by both parties, each party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
PLEASANT VIEW CITY AND HARRISVILLE CITY
FOR 2020 STREET MAINTENANCE PROJECT**

DATED this ____ day of _____, 2020

Pleasant View City

Mayor, Pleasant View City

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Recorder

City Attorney

DATED this ____ day of _____, 2020

HARRISVILLE CITY:

Mayor, Harrisville

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Recorder

City Attorney

**HARRISVILLE CITY
RESOLUTION 20-08**

MUNICIPAL WASTEWATER PLANNING PROGRAM

**A RESOLUTION OF HARRISVILLE CITY, UTAH, ADOPTING THE
MUNICIPAL WASTEWATER PLANNING PROGRAM.**

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

WHEREAS, the City Council is the legislative body of the City;

WHEREAS, the Utah Department of Environmental Quality (DEQ) adopted Rule 317-801 in 2012 which requires the City to implement the Utah Sewer Management Program in accordance with state law;

WHEREAS, the Utah Department of Environmental Quality (DEQ) enforces the Utah Pollutant Discharge Elimination System (UPDES) and provides the City a permit for the same;

WHEREAS, the City has prepared the annual Municipal Wastewater Planning Report (MWPP);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Harrisville City, Utah, as follows:

Section 1. Review and Adoption.

The City Council has reviewed and hereby adopts the Harrisville City Sanitary Sewer Management Plan dated _____, 2020, attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 2. UPDES Compliance.

That to the best knowledge of the City Council, the City has taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit as may be applicable to the City.

Section 3. Effective Date

This Resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Harrisville City Council this 12th day of May, 2020.

MICHELLE TAIT, Mayor
Harrisville City

ATTEST:

City Recorder

Municipal Council
Roll Call Vote Tally:

	Yes	No
Mr. Hendrix	___	___
Mr. Wilhelmsen	___	___
Mr. Weiss	___	___
Mr. Christensen	___	___
Mr. Jackson	___	___



UTAH DEPARTMENT of
ENVIRONMENTAL QUALITY
**WATER
QUALITY**

*Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2019
HARRISVILLE CITY*

Collections System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Sean Lambert

Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system
(diameter in inches)?

What is the average depth of the collection system (in feet)?

What is the total length of sewer pipe in the system (length in miles)?

How many lift/pump stations are in the collection system?

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

N/A

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

☐ Yes

☒ No

What year was your collection system first constructed (approximately)?

Early 1960's

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? (If more than one, cite the oldest)

1981

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?



How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?



The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1– a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;*
- (b) affects one or more public, commercial or industrial structure(s);*
- (c) may result in a public health risk to the general public;*
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or*
- (e) discharges to Waters of the state.*

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year:
2019

Number

Number of Class 1 SSOs in Calendar year

None

Number of Class 2 SSOs in Calendar year

None

Please indicate what caused the SSO(s) in the previous question.

N/A

Please specify whether the SSOs were caused by contract or tributary community, etc.

N/A

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow

or wastewater loadings to the sewerage system increased by 10% or more?

☐ Yes

☒ No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

☐ Yes

☒ No

Number of new commercial/industrial connections in the last year

None

Number of new residential sewer connections added in the last year

40

Equivalent residential connections⁷ served

90

Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

Two

Approximate population served

8500

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Lambert Sean		slambert@cityofharrisville.com

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

Name separate by comma

	Name separate by comma
SLS ¹⁷ Grade I:	
Collection Grade I:	
Collection Grade II:	Sean Lambert, Randy Douglas
Collection Grade III:	
Collection Grade IV:	

List all other Collection System operators by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	

Name

separate by comma

Collection Grade I:

Collection Grade II:

Collection Grade III:

Collection Grade IV:

No Current Collection Certification:

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

☒ Yes☐ No

Part V: FACILITY MAINTENANCE

	Yes	No
Have you implemented a preventative maintenance program for your collection system?	<input checked="" type="radio"/>	<input type="radio"/>
Have you updated the collection system operations and maintenance manual within the past 5 years?	<input checked="" type="radio"/>	<input type="radio"/>
Do you have a written emergency response plan for sewer systems?	<input checked="" type="radio"/>	<input type="radio"/>
Do you have a written safety plan for sewer systems?	<input checked="" type="radio"/>	<input type="radio"/>
Is the entire collections system TV inspected at least every 5 years?	<input checked="" type="radio"/>	<input type="radio"/>
Is at least 85% of the collections system mapped in GIS?	<input type="radio"/>	<input checked="" type="radio"/>

Part VI: SSMP EVALUATION

	Yes	No
Has your system completed a Sewer System Management Plan (SSMP)?	<input checked="" type="radio"/>	<input type="radio"/>
Has the SSMP been adopted by the permittee's governing body at a public meeting?	<input type="radio"/>	<input checked="" type="radio"/>
Has the completed SSMP been public noticed?	<input type="radio"/>	<input checked="" type="radio"/>

Yes

No

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

☐☒

During 2019, was any part of the SSMP audited as part of the five year audit?

☐ Yes☒ No

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

☐ Yes☒ No

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Harrisville City is 100% Gravity Sewer.
Relatively Speaking Harrisville City's Sewer System is
New "1960's" and newer. Basic maintenance for Grease
Slow Flowing portions is done on a yearly basis

What sewerage system capital improvements³ does the utility need to implement in the next 10 years?

N/A

What sewerage system problems, other than plugging, have you had over the last year?

Grease build up

Is your utility currently preparing or updating its capital facilities plan²?

☐ Yes

☒ No

Does the municipality/district pay for the continuing education expenses of operators?

☒ 100% Covered

☐ Partially cover

☐ Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

☒ Yes

☐ No

Any additional comments?

This is the end of the Collections System questions

To the best of my knowledge, the Collections System section is completed and accurate.

☒ Yes



Save & View Table of Contents

NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page.

Powered by Qualtrics 



UTAH DEPARTMENT of
ENVIRONMENTAL QUALITY
**WATER
QUALITY**

*Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2019
HARRISVILLE CITY*

Financial Evaluation Section

Form completed by:

Sean Lambert

Part I: GENERAL QUESTIONS

Yes

No

Are sewer revenues maintained in a dedicated
purpose enterprise/district account?



Yes

No

Are you collecting 95% or more of your anticipated sewer revenue?



Are Debt Service Reserve Fund⁶ requirements being met?



What was the User Charge¹⁶ for 2019?

Do you have a water and/or sewer customer assistance program* (CAP)?

☐ Yes

☒ No

Part II: OPERATING REVENUES AND RESERVES

Yes

No

Are property taxes or other assessments applied to the sewer systems¹⁵?



Yes

No

Are sewer revenues¹⁴ sufficient to cover operations & maintenance costs⁹, and repair & replacement costs¹² (OM&R) at this time?



Are projected sewer revenues sufficient to cover OM&R costs for the **next five years**?



Does the sewer system have sufficient staff to provide proper OM&R?



Has a repair and replacement sinking fund¹³ been established for the sewer system?



Is the repair & replacement sinking fund sufficient to meet anticipated needs?



Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

Yes



Yes

No

Are sewer revenues sufficient to cover all costs of current capital improvements³ projects?

☐☒

Has a Capital Improvements Reserve Fund⁴ been established to provide for anticipated capital improvement projects?

☐☒

Are projected Capital Improvements Reserve Funds sufficient for the *next five years*?

☐☒

Are projected Capital Improvements Reserve Funds sufficient for the *next ten years*?

☐☒

Are projected Capital Improvements Reserve Funds sufficient for the *next twenty years*?

☐☒

Part IV: FISCAL SUSTAINABILITY REVIEW

Yes

No

Have you completed a Rate Study¹¹ within the last five years?

☒☐

Do you charge Impact fees⁸?

☐☒

Yes

No

Yes

No

Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?

☐☒

Do you maintain a Plan of Operations¹⁰?

☐☒

Have you updated your Capital Facility Plan² within the last five years?

☐☒

Yes

No

Do you use an Asset Management¹ system for your sewer systems?

☒☐

Yes

No

Do you know the total replacement cost of your sewer system capital assets?

☐☒

Yes

No

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

☐
☒

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

☐
☒

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

	Cost	Purpose of Improvements		
	Please enter a valid numerical value	Replace/Restore	New Technology	Incr Cap
2020	<input type="text" value="N/A"/>	<input type="checkbox"/>	<input type="checkbox"/>	[
2020 thru 2024	<input type="text" value="N/A"/>	<input type="checkbox"/>	<input type="checkbox"/>	[

	Cost	Purpose of Improvements		
	Please enter a valid numerical value	Replace/Restore	New Technology	Incr Cap
2025 thru 2029	N/A	<input type="checkbox"/>	<input type="checkbox"/>	[
2030 thru 2034	N/A	<input type="checkbox"/>	<input type="checkbox"/>	[
2035 thru 2039	N/A	<input type="checkbox"/>	<input type="checkbox"/>	[

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

☒ Yes

Save & View Table of Contents

NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page.

Powered by Qualtrics 

2019 Sewer Management Survey

This is our annual Sewer Management Survey! We collect this data to help us develop metrics to show Trust members how they are performing. We also use the data to develop tools and training to help you prevent sewer losses.

Please complete this survey to the best of your data/knowledge. Numbers do not have to be exact (19.235 miles of pipe is great if you have the data, but 20 miles works for our purposes. In other words, don't go to great lengths to collect exact data!). Completed forms should be submitted to Brent Oakeson at brent@utahtrust.gov or via mail at 55 S Highway 89, North Salt Lake, UT 84054.

Please Return by **December 31st**. Thanks!

Agency Name: Harrisville City

City/ Location: Harrisville County: Weber

Person Completing This Form: Randy Douglas Email: rdouglas@cityofharrisville.com

Sewer Connections: 1605 Sewer Commercial Connections: 90

Sewer Miles of Pipe (Approximate): 24

Sewer Manholes in System: 484 Manholes Inspected in Last 12 Months: 484

Sewer Lift Stations: 0 Lift Stations with Backup Power: n/a

Lift Stations monitored remotely: n/a

Sewer Cleaning Frequency (years to clean entire system): 2 years

Sewer Cleaning Done by: ☐ Agency ☒ Contractor

Sewer Cleaning Contractor(s) Used: Pro-Pipe

Agency has equipment to respond to backups/emergencies (jet truck, etc.): ☐ Yes ☒ No

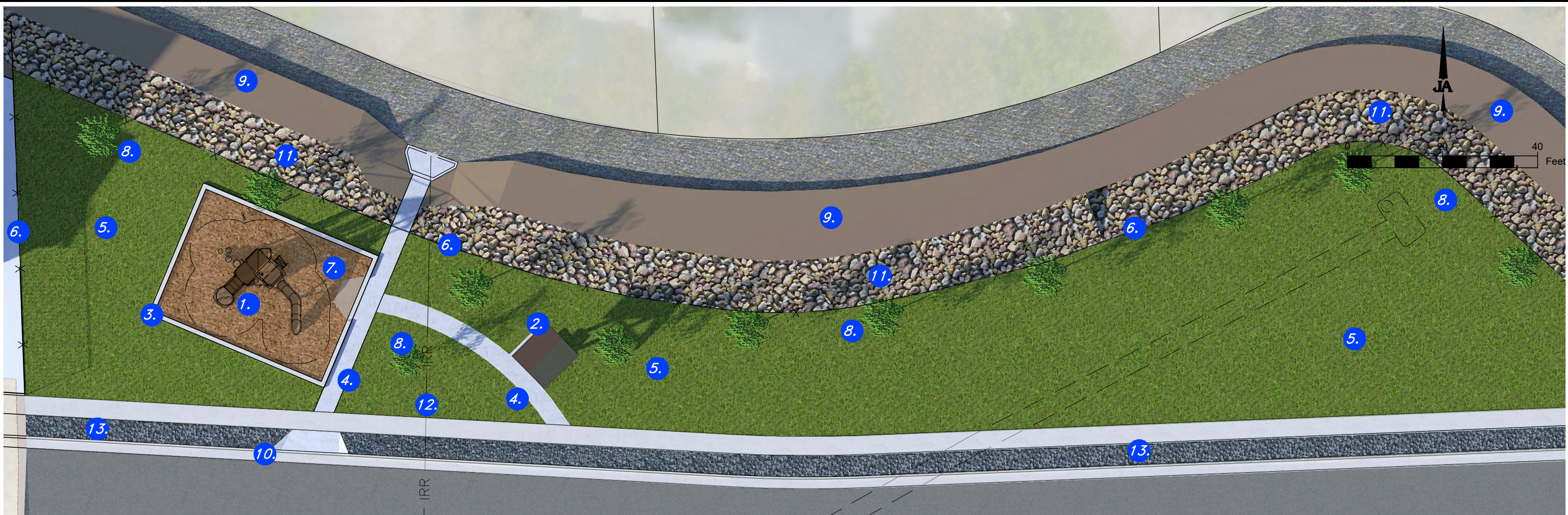
Agency has adopted Sanitary Sewer Management Plan: ☐ Yes ☒ No NOI Date: n/a

Treatment Works (POTW) (Who treats sewage from your system?): Central Weber Sewer District

Pretreatment Program: ☐ Yes ☒ No Pretreatment Inspections: ☐ Yes ☒ No

Adopted a Fats, Oils and Grease (FOG) Management and Control Program: ☐ Yes ☒ No





LEGEND:

- | | |
|--|--------------------------------------|
| 1. PLAYGROUND EQUIPMENT | 8. 5 GAL. TREE (#10) |
| 2. 10'X10' PICNIC TABLE SHELTER | 9. 12' WIDE ACCESS |
| 3. CONCRETE ENCLOSURE WALL | 10. 10' WIDE DRIVE APPROACH |
| 4. 4' WIDE SIDEWALK | 11. BOULDER ROCK WALL |
| 5. SOD & IRRIGATION LINES (14,000 SF) | 12. BATTERY OPERATED SPRINKLER VALVE |
| 6. 6' BLACK COATED CHAIN-LINK FENCE (460 LF) | 13. COBBLE LANDSCAPE |
| 7. WOOD CHIPS (40 CY) | |



CONSULTING ENGINEERS

6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonescivil.com



HARRISVILLE CITY CORPORATION
1100 NORTH POCKET PARK
MAY 2020

**HARRISVILLE CITY
RESOLUTION 20-09**

HOUSING AUTHORITY

**A RESOLUTION OF HARRISVILLE CITY, UTAH, ESTABLISHING
THE HARRISVILLE HOUSING AUTHORITY; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, *Utah Code Annotated* §35a-8-402 authorizes the City to “create an authority, corporate and politic, to be known as a ‘housing authority.’”

WHEREAS, the City Council adopts this Resolution and declares there is need for an authority in the City or county finding that: a) that unsanitary or unsafe inhabited dwelling accommodations exist in the City; and b) that there is a shortage of safe and sanitary dwelling accommodations in the City available to persons of medium and low income at rentals or prices they can afford;

WHEREAS, the creation of the Harrisville Housing Authority benefits the health, safety, and general welfare of the public;

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

Section 1: Creation and Name.

There is hereby created the “Harrisville Housing Authority” (hereafter “Authority”) with the powers authorized in state law.

Section 2: Service Area.

The Authority is created to serve the incorporated area of Harrisville City, Utah, unless otherwise provided by law or interlocal agreement.

Section 3: Organization and Operation.

1. Commission. The six (6) elected members of the City Council constitute the “Harrisville Housing Authority Commission” (hereafter “Housing Authority Commission”) and are hereby automatically appointed as Commissioners upon taking the Oath of Office for the City Council. Each Commissioner shall hold office until a successor is appointed as their term on the City Council and Housing Commission shall run concurrently. A majority of

Commissioners constitute a quorum. The Mayor shall serve respectfully as the Chair of the Housing Authority Commission.

2. Chief Executive Officer. The Mayor is hereby delegated the powers of Chief Executive Officer of the Authority. The Chief Executive Officer of the Authority shall employ the City Administrator as the Executive Director of the Authority.
3. Executive Director. The Executive Director, under the supervision of the Chief Executive Officer, shall execute the day-to day operations of the Authority and may employ legal and technical experts, other officers, agents, and employees both permanent and temporary, and shall determine their qualifications, duties, and compensation. The Executive Director, in conjunction with the Chief Executive Officer, is also delegated authority to recommend budgets, policy, procedures, plans, projects, or other action to the Commission for approval. Where policies are not adopted by the Commission, the Authority shall follow the respective policies as adopted by the City.
4. Bylaws. The Commissioners may adopt and amend bylaws that further define the duties, policies, administration, and operation of the Authority.

Section 4: Effective Date.

This Resolution shall be effective immediately upon passage and adoption.

PASSED AND APPROVED by the Harrisville City Council this 12th day of May, 2020.

MICHELLE TAIT , Mayor

Harrisville City

ATTEST:

City Recorder

Municipal Council
Roll Call Vote Tally:

	Yes	No
Mr. Hendrix	___	___
Mr. Wilhelmsen	___	___
Mr. Weiss	___	___
Mr. Christensen	___	___
Mr. Jackson	___	___

Heritage Days Cost Breakdown

<u>Account</u>	<u>Event</u>	<u>Actual Cost</u>
10-71-734	Fireworks	\$5,200
10-71-738	Breakfast	\$2,000
10-71-110	Staff	\$1,900 (Approximate / day of celebration only)
10-71-30	General	\$17,000
	Rentals:	\$620
	Signage / Advertisement:	\$1,000
	Permits:	\$265
	Movie in the park:	\$0.00
	Parade:	\$0.00
	Fishing Contest:	\$0.00 (not including prizes)
	Mechanical Bull:	\$1,225
	Water / Drinks:	\$200
	Frozen t-shirt contest:	\$700 (not including prizes)
	Bingo:	\$0.00 (not including prizes)
	Fish scramble:	\$400
	Car show:	\$0.00 (not including prizes)
	Disc Golf:	\$0.00 (not including prizes)
	Stage/Sound/MC	\$4,000
	Sawdust Scramble	\$0.00 (not including prizes)
	Entertainment	\$4,000
	Staff hats/shirts	\$510
	Balloon Artist	\$340
	Prizes (cash & purchased)	\$2,115
	Contingency/unforeseen	\$1,625
	Total Fireworks:	\$5,200
	Total Breakfast:	\$2,000
	Total General:	\$17,000
	Total Wages:	\$1,900 (Day of celebration only)
	Total possible expenditures:	\$26,100

Main Variables on a yearly basis:

- MC - \$1,500 in 2017 to \$4,000 in 2020.
- Entertainment - \$500 to \$4,500 depending on local or professional musicians.

Challenges we face this year with covid-19:

- Social distancing guidelines and proper sanitation will make most events impossible to have. Parade, Tagged fish contest, Mechanical Bull, Frozen t-shirt contest, Fish scramble, Sawdust Scramble, Balloon Artist, booth vendors, most kid's games and breakfast.
- Our MC, owner and operator of Electrifying Events, travels around the United States providing stages and sound for many different events, typically on a much larger scale than our celebration. Since covid-19 hit, he is out of work, has laid off all of his employees and will most likely liquidating his company. If that were to happen, I know other surrounding cities are paying up to \$6,500 for less service.
- Due to current social distancing guidelines, I will not be able to hold an annual Dedicated Hunter Program pond cleaning event which is crucial to the tagged fish contest being successful.
- I will not be able to get fish for our tagged fish contest. DNR is focusing on stocking larger waters where people can practice better social distancing.
- Cold Water Trout Farm will not be able to provide fish for our fish scramble or any other city event this year. DNR is now purchasing fish from private breeders to stock larger state waters.
- Fireworks West has not returned multiple phone calls and messages regarding confirmation or refund options for our 2020 event. This is always paid for one year in advance to get us on their schedule.
- We also face the likelihood that even if covid-19 restrictions are lifted by August 1, 2020 many people may not be willing to congregate in large crowds. 2019 attendance numbers were low for the breakfast and other events, with covid-19 concerns they may be even lower.