HARRISVILLE CITY

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

MAYOR:
Michelle Tait

COUNCIL MEMBERS:
Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Kenny Loveland

CITY COUNCIL AGENDA

June 20th, 2023

Zoom Meeting Link
Meeting ID: 851 4274 0999
Passcode: 964344

7:00 Pm City Council Meeting

Presiding: Mayor Michelle Tait
Mayor Pro Term: Blair Christensen

1. **Call to Order** [Mayor Tait]

2. **Opening**
   - **a.** Pledge of Allegiance [Council Member Jackson]

3. **Recognition/Awards**
   - **a.** Recognition of Kevin Shakespeare for Planning Commission service.

4. **Business Items**
   - **a. Public Hearing –** to receive input from the public for and/or against the proposed resolution, Harrisville Resolution 23-08; a resolution amending the FY 2023 budget.
   - **b.** Discussion/possible action to adopt Harrisville Resolution 23-08; a resolution amending the FY 2023 budget. [Jessica Hardy]
   - **c.** Discussion/possible action to approve Harrisville Ordinance 541; Land Use and Utility Fees Amended. [Jennie Knight]
   - **d.** Discussion/possible action to adopt Harrisville Resolution 23-09; a resolution adopting the Harrisville City Consolidated Fee Schedule. [Jennie Knight]
   - **e.** Discussion/possible action to adopt Harrisville Resolution 23-10; a resolution to authorize agreement for a side walk grant for 2000 North. [Jennie Knight]
   - **f.** Discussion/possible action to surplus Parks and Recreation property. [Bryan Fife]

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

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

7. **Adjournment**

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

In accordance with the Americans with Disabilities Act, the City of Harrisville will make reasonable accommodations for participation in the meeting. Requests for assistance may be made by contacting the City Recorder at (801) 782-4100, at least three working days before the meeting.

Posted: By: Jack Fogal, City Recorder.

HARRISVILLE CITY
RESOLUTION 23-08

A RESOLUTION ADOPTING THE FISCAL YEAR 2023 AMENDED BUDGET FOR HARRISVILLE CITY, UTAH, FISCAL YEAR ENDING JUNE 30, 2023.

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

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

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

WHEREAS, the City adopted its Fiscal Year 2023 budget previously and desires to amend that budget according to the terms of the amended budget presented herein, with the referenced changes;

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

WHEREAS, the legislative body, in accordance with state law, held its public hearing on June 13, 2023, to take public comment regarding the amended budget for the above referenced fiscal year and such budget was presented as contained herein;

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

Section 1. Budget Amendment.
That the Harrisville City Council amends the budget for FY 2023 as per the attached budgetary forms incorporated herein by this reference, with the changes indicated therein.

Section 2. Compliance and Submission.
That staff is authorized to make any modification to said budget to conform with the submission requirements of state law. That said amended budget adopted herein in accordance with the requirements of the laws of the state of Utah shall be immediately forwarded by staff to the State Auditor within thirty (30) days.

Section 3. Effective Date.
This Resolution shall be effective immediately upon passage and adoption.

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PASSED AND ADOPTED by the Harrisville City Council this 20th day of June, 2023.

MICHELLE TAIT, Mayor

ATTEST:

Jack Fogal, City Recorder

Roll Call Vote Tally	Yes	No
Grover Wilhelmsen	____	____
Steve Weiss	____	____
Blair Christensen	____	____
Max Jackson	____	____
Kenny Loveland	____	____

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June 13, 2023

Re: Fiscal Year 2022-2023 Re-Opened Budget

Dear Mayor & Council,

Per State Statute, municipalities are allowed to re-open their fiscal year budgets twice a year. That being said, staff is recommending the following re-open budget items to the fiscal year 2022-2023 Budget:

1) Re-allocation of ARPA funds for the salary market study
   Increase ARPA Revenue 10-33-399 $406,652
   Increase Use of Reserve - ARPA funds 10-39-995 $14,129
   Increase to Wages $311,617
   Increase to Benefits $109,164

2) Issuance of $9M in Revenue Bonds - April 2023
   Increase Asset - Zions Project Account Apr23 95-10550 $9,000,000
   Increase Long-Term Debt Sales Tax Bond Payable Apr23 95-27610 $9,000,000

3) Non-Departmental Increase in Animal Control & Utilities
   Increase Interest Earnings Revenue 10-36-600 $20,000
   Increase Animal Control 10-45-660 $15,000
   Increase Utilities 10-45-410 $5,000

4) Court Legal Fee Services
   Increase Court Legal Fees 10-42-630 $8,500
   Increase Interest Earnings 10-36-600 $8,500

5) Public Safety Expenditure Budgets
   Increase Public Safety Impact Fee Expenditure 10-51-440 $4,762.50
   Increase Public Safety Impact Fee Revenue 10-32-270 $4,762.50
   Increase Grant Expenditures 10-51-735 $10,468.42
   Increase Grants 10-33-300 $10,468.42
   Increase Alcohol Enforcement Highway Safety Expenditure 10-51-749 $4,128.51
   Increase Alcohol Enforcement Revenue $4,128.51

6) FY22 General Surplus in Fund Balance transfer to Debt Service
   Increase Use of Fund Balance - GF $337,000
   Increase Transfer to Debt Service 10-90-900 $337,000
   Increase Transfer from GF 95-30-300 $337,000
   Increase Fund Balance in Debt Service $337,000

Let me know if you have any questions.

Respectfully submitted,

Jessica Hardy
Finance Director

HARRISVILLE CITY
ORDINANCE 541

LAND USE AND UTILITY FEES AMENDED

AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING SECTIONS 1.85.010 RELATING TO LAND USE FEES, 1.85.020 RIGHT OF WAY FEES, 1.85.030 MUNICIPAL SERVICE FEES, 1.85.060 STREET LIGHT UTILITY FEE, 1.85.070 SANITARY SEWER UTILITY FEE, 8.01.050 PLAN CHECK FEE, AND 10.12.030 STORM WATER UTILITY FEE; MAKING TECHNICAL CHANGES; 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 is adopting Harrisville Resolution 23-10; Harrisville City Consolidated Fee Schedule to consolidate fees associated with land use and utilities;

WHEREAS, the City deems it to be in the best interest of public health, safety, and welfare to update and impose certain utility fees through the Harrisville City Consolidated Fee Schedule to meet the challenge of providing sustainable services for the same as set forth in 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.** Section 1.85.010, 1.85.020, 1.85.030, 1.85.060, 1.85.070, 8.01.050, and 10.12.030 of the *Harrisville Municipal Code* are hereby amended to read as follows:

1.85.010 Community Development and Land Use Fees

~~The following fees apply for land use applications and related matters:~~

~~1. Subdivision fees. Subdivision and parcel related fees shall be as follows:~~

~~a. Subdivision application (preliminary and minor lot, due on application). $2000 + $50 per lot~~

~~b. Subdivision application (final review): 5% of the cost of improvements.~~

~~i. The applicant for a final subdivision review shall pay a fee of $90 per lot to initiate the city review.~~

~~ii. This fee per lot shall apply toward the final subdivision review fee which is required to be paid prior to recording of the final plat, or included as part of the escrow to be drawn by the city.~~

~~c. Subdivision research: $35 (per hour)~~

~~d. Lot line adjustment (within subdivision): $150~~

~~e. Boundary line adjustment (not in subdivision): $100~~
~~f. Amendment to existing subdivision after final acceptance: $100 + $25 per unit~~
~~g. Combine parcels: $20~~
~~h. Expired subdivision reapplication fee: $1500~~

Fees are established by Harrisville City consolidated fee schedule and may be updated from time to time by City Council.

1.85.20 Right-Of-Way Fees

5. Fee. The fees for applications or projects involving the public right-of-way ~~shall be as follows.~~ are established by the Harrisville City consolidated fee schedule. The Public Works Director is hereby delegated the authority to reduce or waive the fee requirement for local entities who "self-perform "utility work without enlisting or contracting with a third-party.
   a. ~~Permit Fee: $500.~~ Subject to inspection by the City to assure that a project meets the proper standards, fees are waived where a property owner is installing or replacing curb, gutter, or sidewalk.
   ~~b. Road Cut Fee: $750, and 25 cents per square foot.~~

~~6. Other Right-of-Way Fees:~~
   ~~a. Road Boring Fee: $500~~
   ~~b. Curb, Gutter, and Sidewalk Cut: $150~~
   ~~c. Subject to inspection by the City to assure that to a project meets the proper standards, fees are waived where a property owner is installing or replacing curb, gutter, or sidewalk.~~

~~7.~~ 6. Penalties. The following penalties apply.
   a. Civil. A violation of this section or operating without a permit under this section is a fine ~~not to exceed $1,000, per day, that a violation continues.~~ established by the Harrisville City consolidated fee schedule.
   b. Criminal. A violation of this section or operating without a permit under this section is a class B misdemeanor with a fine ~~not to exceed $1,000, per day, that a violation continues.~~ established by the Harrisville City consolidated fee schedule.

1.85.030 Municipal Service Fees

12. Facility rental fees, parks and recreation fees, building permit fees, storm water fees, sewer rates, residential solid waste collection and disposal fees, impact fees, and any other fees are established by separate ordinance, ~~or~~ resolution~~.~~, or Harrisville City consolidated fee schedule.

1.85.060 Street Light Utility Fee

Any prior utility fee already being collected by the City are hereby classified for the "street light utility fee" as provided in this part. A monthly utility fee for City operated street lighting installation, operation, and maintenance, per lot/unit is hereby ~~imposed not to exceed the amounts as follows:~~ established by the Harrisville City Consolidated Fee Schedule.

~~Residential~~	~~$2.50~~
~~Commercial/Manufacturing~~	~~$3.00~~

1.85.070 Sanitary Sewer Utility Fee.

1. Residential. ~~A monthly residential sanitary sewer utility fee is hereby imposed in the amount of~~

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~~$27.05, per unit.~~ All persons and associations connected to a sewer as required in this chapter shall pay such maintenance and usage fees and charges as established by the Harrisville City consolidated fee schedule.

2. Commercial. ~~A monthly commercial sanitary sewer utility fee is hereby imposed in the amount of $24.05, per Equivalent Residential Unit (ERU) for each commercial use based upon industry standards.~~ All corporations and associations connected to a sewer as required in this chapter shall pay such maintenance and usage fees and charges as established by the Harrisville City consolidated fee schedule.

8.01.050 Plan Check Fees

2. Plan Check Fees. A plan check fee is ~~hereby imposed on all building permits as follows:~~ established by the Harrisville City consolidated fee schedule.
   ~~**a.** The actual cost of performing the review by the municipality, and~~
   ~~**b.** Sixty-five percent (65%) of the amount for a building permit for the building.~~
3. Plan Change fee.-When a plan is changed or modified at any point after approval a change fee is assessed in the amount ~~of five percent (5%) of the total building permit fee.~~ established by the Harrisville City consolidated fee schedule.

10.12.030 Storm Water Utility Fee

4. Fee. The monthly storm water utility fee is ~~$9.00, per ERU, unless another fee per ERU or fee schedule is established by ordinance or resolution.~~ established by the Harrisville City consolidated fee schedule.

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 20th day of June, 2023

_____
MICHELLE TAIT, Mayor
Harrisville City

ATTEST:

_____
JACK FOGAL, City Recorder

RECORDED this_____day of_____, 2023.
PUBLISHED OR POSTED this_____day of_____, 2023.

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

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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.

_____ DATE: _____

City Recorder

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HARRISVILLE CITY
RESOLUTION 23-09

HARRISVILLE CITY CONSOLIDATED FEE SCHEDULE

A RESOLUTION OF HARRISVILLE CITY, UTAH, ADOPTING THE HARRISVILLE CITY CONSOLIDATED FEE SCHEDULE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Utah Code Annotated §10-3-717 authorized the City to exercise administrative powers by resolution, including setting fees;

WHEREAS, the City is experiencing increased costs associated with land use and utility services herein and desires to recoup the same;

WHEREAS, the Mayor and City Council desire to adopt certain fees through a consolidated fee scheduled as provided herein;

NOW, THEREFORE, be it resolved by the Mayor and City Council of Harrisville City, Utah, hereby adopt the Harrisville City Consolidated Fee Schedule attached hereto as Exhibit "A" and incorporated herein by this reference:

Section 1: Effective Date.
This Resolution shall be effective on June 30, 2023.

PASSED AND ADOPTED this 20th day of June, 2023.

_____

MICHELLE TAIT, Mayor

ATTEST:

_____

Jack Fogal, City Recorder

Roll Call Vote Tally	Yes	No
Grover Wilhelmsen	___	___
Steve Weiss	___	___
Blair Christensen	___	___
Max Jackson	___	___
Kenny Loveland	___	___

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Harrisville City Consolidated Fee Schedule

As of 06/14/2023

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

Utilities

Garbage		$19.74
	Additional Can	$8.43
	each additional can after the first initial	
Recycle		$6.41
	Additional Can	$6.42
	each additional can after the first initial	
Sewer		
	City portion	$11.50
	Central Sewer	$16.38
Storm water		$9.00
Street Lights		
	Residential	$2.50
	Commercial	$3.00

Water — *Goes through Bona Vista for their fee schedule*
801-621-0474

Planning & Zoning

In the event that an applicant fails to fully pay any development fees prescribed in this part, fails to complete a development where the city has incurred costs in excess of the fees actually paid by applicant, or the costs incurred by the city relating to applicant exceed the fees collected in this part, developer shall reimburse the city the actual costs incurred by the city within 30 days from the date of invoice by the city. In addition to other remedies, failure to pay development fees may result in a certificate of non-compliance being issued and recorded by the city on the applicable development.

Land use amendment and annexation application fees		
	Amendment to the Land Use Map	$300.00
	Text change amendments to the Land Use Ordinance	$300.00
	Amendment to the General Plan Map	$300.00
	Annexation	$300.00
Site Plan and Conditional Use Permit Application Fees		
	Permitted use site plan review	$250.00
	Residential conditional use	$150.00 + $10.00 per unit
	Commercial or Manufacturing Conditional Use	$300.00
Appeal Authority		
	Variances	$200.00
	Non-Variances	$100.00
	Appeal of administrative decision	$25.00
	This is strictly on building permit and interpretations	

Subdivisions

In the event that an applicant fails to fully pay any development fees prescribed in this part, fails to complete a development where the city has incurred costs in excess of the fees actually paid by applicant, or the costs incurred by the city relating to applicant exceed the fees collected in this part, developer shall reimburse the city the actual costs incurred by the city within 30 days from the date of invoice by the city. In addition to other remedies, failure to pay development fees may result in a certificate of non-compliance being issued and recorded by the city on the applicable development.

Subdivision application (preliminary & minor lot, due on application)	$2,000.00 + $50.00 per lot
Final Acceptance	5% cost of improvements
Final subdivision review	$90.00 per lot

This fee per lot shall apply toward the final subdivision review fee which is required to be paid prior to recording of the final plat, or included as part of the escrow to be drawn by the city.

Subdivision research	$35.00 (per hour)
Lot line adjustment (within subdivision)	$150.00
Boundary line adjustment (not in subdivision)	$100.00
Boundary line adjustment (not in subdivision)	$100.00
Amendment to existing subdivision after final acceptance	$100.00 + $25.00 per unit
Combine parcels	$20.00
Expired subdivision reapplication fee	$1,500.00

Building Permits

Building Fee	*refer to icc building valuation data*
Plan Check	65% of building fee
State Surcharge	1% of building fee

The following is based upon one single family unit. Other types of permits amount will vary.

Central Weber Impact Fee	
As of July 1, 2022	$2,578.00
As of July 1, 2023	$2,631.00
North View Fire Impact Fee	$225.56
Park Impact Fee	$1,739.14
Public Safety	$350.99
Storm Water	$2,137.48
Transportation	$635.84
Sewer	$1,711.18
Storm Water Const. Activity Permit Fee	$650.00
4-Mile Connection Fee	$750.00
Plans changed after approval	5% of total permit fee

Encroachments

Permit	$500.00
Road Cut	$750 + $0.25 per sqft
Boring	$500.00
Curb, Gutter, & Sidewalk cut	$150.00

Violations & penalties

Civil - not to exceed _____ $1000.00 per day

Criminal - Class B Misdemeanor with fine not exceeding _____ $1000.00 per day

Central Weber Sewer Improvement District

March 21, 2023

Harrisville City
363 W. Independence Blvd
Harrisville , UT 84404

RE: Central Weber Sewer Improvement District
2024 Proposed Budget Numbers

Dear Mayor Michelle Tait,

Central Weber Sewer Improvement District is required to upgrade facilities to meet water quality regulations by the Utah Department of Environmental Quality and the US Environmental Protection Agency. It is estimated that the upgrade projects will cost nearly $100,000,000 and must be completed prior to 2026. The District is capable of paying for much of this required work without bonding. However, bonding is still required and the District is planning on bonding for $35,000,000 during the 2024 Fiscal Year. It is necessary for the District to raise service fees in order to complete all of these projects.

The Central Weber Sewer Improvement District Board of Trustees will consider an increase to the service fees which will go into effect on July 1, 2023, if approved. The new fees include a 5% increase and adjustments have been made to individual cities based on population and assessed property values.

FY 2024 Proposed Quarterly Service Fee	$115,525
FY 2024 Proposed Annual Pretreatment Fee	$ 6,670

In addition, sewer impact fees will increase on July 1, 2023 to $2,631.00.

If you have any questions on these billings, please feel free to contact Camille Cook at 801-731-3011.

Sincerely,

Camille Cook

Camille Cook, Finance Director
Central Weber Sewer Improvement District

Waste Management of Utah
8652 South 4000 West
West Jordan, UT 84088
C: 801.716.0210

June 6, 2023

Mayor Tait
City of Harrisville
363 W. Independence Blvd.
Harrisville, UT 84404

Re: Annual Rate Adjustment and Extraordinary Adjustment Request

Dear Mayor Tait,

It has been a pleasure serving the citizens of Harrisville during the past year. Waste Management sincerely values your patronage and looks forward to continuing our partnership. Per the agreement, this letter serves as notification of rate adjustments effective July 1, 2023. Rates will be adjusted as outlined below:

Summary of Adjustments

- CPI – As published by the U.S. Bureau of Labor Statistics, the Water, Sewer and Trash Collection Services index, for the prior calendar year reflects a rate adjustment of 4.5%; however, WM requests to use the West Urban index as it is more reflective of the inflationary cost pressures occurring in Utah. The West Urban index reflects 8% for the same period and is reflective in the Rate Exhibit attached.

Attached is the Rate Exhibit and West Urban and WST indexes, which demonstrates how we calculated the rate adjustments.

Our goal continues to be to provide the highest quality, environmentally responsible service to the City of Harrisville. If you have any additional questions, I can be reached at (801) 716-0210.

Sincerely,

Blake Leonelli
Public Sector Solutions

Waste Management of Utah
8652 South 4000 West
West Jordan, UT 84088
C: 801.716.0210

Harrisville - Rate Exhibit

Effective July 1, 2023

Residential Service	Current Rates	CPI 8%	2023 Rate
First Trash Container	$ 17.58	$ 1.41	$ 18.99
Additional Trash Containers	$ 6.65	$ 0.53	$ 7.18
First Recycle Container	$ 5.32	$ 0.43	$ 5.75
Additional Recycle Container	$ 5.32	$ 0.43	$ 5.75
Roll Off	$ 151.25	$ 12.10	$ 163.35
Roll Off Disposal per Ton	$ 56.57	$ 4.53	$ 61.10
Contamination Charge per home	$ 27.73	$ 2.22	$ 29.95

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0400SA0,CUUS0400SA0
Not Seasonally Adjusted
Series Title: All items in West urban, all urban consumers,
Area: West
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	228.980	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376	231.555	233.196
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237.000	236.153	236.096	235.824	235.093	236.555
2014	236.707	237.614	239.092	239.808	241.350	241.616	241.850	241.660	241.920	241.650	240.220	239.095	240.215	239.365	241.066
2015	238.318	239.748	241.690	242.302	244.227	244.332	245.040	244.737	244.257	244.341	243.749	243.434	243.015	241.770	244.260
2016	244.600	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.250	249.161
2017	250.814	252.252	252.949	253.806	254.380	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738	253.112	256.365
2018	258.638	259.986	260.994	262.037	263.240	263.732	263.971	264.395	265.105	266.195	265.658	265.209	263.263	261.438	265.089
2019	265.624	266.215	267.370	269.522	270.880	270.957	271.029	271.264	272.102	273.524	273.128	272.584	270.350	268.428	272.272
2020	273.340	274.412	273.995	272.913	273.062	274.155	275.597	276.443	276.422	276.876	276.875	276.593	275.057	273.646	276.468
2021	277.238	278.702	280.625	283.507	285.793	288.263	289.863	290.393	291.053	293.397	294.986	296.102	287.494	282.355	292.632
2022	298.705	301.158	305.082	307.145	309.645	313.496	313.951	314.013	315.094	317.299	315.919	314.599	310.509	305.872	315.146

Jan - 2022 through Dec - 2022 Total	3726.106
Jan- 2021 through Dec - 2021 Total	3449.922
Change in 12-Month CPI Measure	276.184
Percent Change in 12-Month CPI	8.0%

Waste Management of Utah
8652 South 4000 West
West Jordan, UT 84088
C: 801.716.0210

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG,CUUS0000SEHG
Not Seasonally Adjusted
Series Title: Water and sewer and trash collection services in
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237		
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203		
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414		
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386		
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337

Jan - 2022 through Dec - 2022 Total	3278.478
Jan- 2021 through Dec - 2021 Total	3137.698
Change in 12-Month CPI Measure	140.780
Percent Change in 12-Month CPI	4.5%

HARRISVILLE CITY
RESOLUTION 23-10

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HARRISVILLE CITY AND UTAH DEPARTMENT OF TRANSPORTATION FOR FUNDING FOR SAFE SIDEWALKS TO SCHOOLS.

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

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

WHEREAS, Harrisville City (hereafter "City") applied for and received certain Safe Sidewalks to School funds from the Utah Department of Transportation (hereafter "UDOT") as specified in the Interlocal Agreement for this purpose;

WHEREAS, the City desires to enter the Interlocal Agreement with UDOT for the disposition and expenditure of said Safe Sidewalks to School funds in accordance with the proper policies and practices specified in the Interlocal Agreement negotiated for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Harrisville City Council that the Interlocal Agreement, attached as Exhibit "A" and incorporated herein by this reference, is hereby entered with UDOT for the purposed contained in said Interlocal Agreement. The Mayor is hereby authorized and directed to finalize any terms of the Interlocal Agreement and execute the Interlocal Agreement for and on behalf of the City.

PASSED AND APPROVED by the Harrisville City Council this 20th day of June, 2023.

_____

MICHELLE TAIT, Mayor

ATTEST:

_____

JACK FOGAL, City Recorder

Roll Call Vote Tally	Yes	No
Grover Wilhelmsen	___	___
Steve Weiss	___	___
Blair Christensen	___	___
Max Jackson	___	___
Kenny Loveland	___	___

S -3457 (1)0
Harrisville City Curb, Gutter and Sidewalk – 2000 North
Harrisville City
Tracking ID#_____CID #: _____ PIN #: 20761

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into this _____ by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **UDOT**, and **HARRISVILLE CITY** hereinafter referred to as the **CITY**.

Recitals:

WHEREAS, the **UDOT and the CITY want to** install a Curb, Gutter and Sidewalk on 2000 North Harrisville, Utah referred to as Project **# S -3457 (1)0**and

WHEREAS, **UDOT** and the **CITY** desire to enter into this **COOPERATIVE AGREEMENT** for said improvements; and

WHEREAS, the **UDOT** has agreed to participate in the cost of installing the Project, up to **$157,460.16** and will reimburse the **CITY**, according to the terms herein, and

THIS COOPERATIVE AGREEMENT, is made to set out the terms and conditions where under said payment shall be made

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NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **CITY** will perform all work to install the sidewalk along 2000 North. or hire a contractor to do so.

2. Upon completion of the project the **CITY** will invoice **UDOT** for the completed work, up to **$157,460.16**. Any fees above this amount will be the responsibility of the **CITY**

Total reimbursement to CITY is $157,460.16

3. The **UDOT** and the **CITY** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

4. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

5. This Agreement shall be governed by the laws of the State of Utah both as to

interpretation and performance.

6. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.

7. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

8. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

9. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

ATTEST:

By: _____

Title: _____

Date: _____

(IMPRESS SEAL)

HARRISVILLE CITY, a Municipal Corporation of the State of Utah

By: _____

Title: _____

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
PROJECT MANAGER

Date: 06/13/2023

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
REGION DIRECTOR

Date: _____

APPROVED AS TO FORM:

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

UDOT COMPTROLLER'S OFFICE

By: _____
CONTRACT ADMINISTRATOR

Date: _____