



# HARRISVILLE CITY

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

## CITY COUNCIL MEETING AGENDA 363 West Independence Blvd March 8, 2016

MAYOR:

Bruce N. Richins

COUNCIL MEMBERS:

Jeffery Pearce  
Gary Robinson  
Jennifer Jensen  
Michael Murtha  
Ruth Pearce

"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 Bruce Richins***

***Mayor Pro Tem: Jennifer Jensen***

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE & OPENING CEREMONY** [Council Member Gary Robinson]
- 3. CONSENT ITEMS**
  - a. Approve the minutes of February 9, 2016 as presented.
- 4. BUSINESS ITEMS**
  - a. Discussion/possible action to North View Fire Amendment [Ryan Barker]
  - b. Discussion/possible action on Harrisville City Ordinance 478; An Ordinance of Harrisville City, adopting the Franchise Agreement with Syringa Networks for Fiber Optic Service; severability; and providing an effective date. [Bill Morris]
  - c. Discussion/possible action to approve 2016 Crack Seal Projects [Gene Bingham]
  - d. Discussion/possible action to approve Harrisville City Resolution 16-01; A Resolution of Harrisville City, adopting the Weber County Pre-Disaster Mitigation Plan; and providing an effective date. [Keith Wheelwright]
  - e. Discussion/possible action disproportionate Law Enforcement Business License fee data. [Keith Wheelwright]
  - f. 2016 Moderate Income Housing Update Report. [Bill Morris]
  - g. Discussion/update on General Plan & Economic Development and proposal from Better City. [Bill Morris]
- 5. PUBLIC COMMENTS - (3 minute maximum)**
- 6. MAYOR/COUNCIL FOLLOW-UP:**
- 7. ADJOURN**

**DATE POSTED:** March 4, 2016

**BY:** Jennie Knight, City Recorder

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

**MINUTES OF HARRISVILLE CITY**  
**CITY COUNCIL MEETING**  
Tuesday, February 9, 2016 – 7:00 p.m.  
Council Chambers  
363 West Independence Blvd  
Harrisville, Utah 84404

---

**Present:** Mayor Bruce Richins, Council Member Jeff Pearce, Council Member Gary Robinson, Council Member Mike Murtha, Council Member Ruth Pearce.  
[Council Member Jennifer Jensen was excused]

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

**Visitors:** Pat Young (Planning Commission), Steve Weiss (Planning Commission), Aspen Teuscher, Austin Teuscher, Brenna Teuscher, Nathan Averill, KC Sparks, Brianna Schroeder, Ammon Spell, McKenna Spell, Brenda Nelson (Planning Commission), Jacob Baumgarten, Jonathan Hadley, Derreck Larsen, Jake Haycock, Gage Christensen, Ethan Brewster, Ian Wilhelmsen, Bill Smith (Planning Commission), Allen Walters, Kevin Jensen (Planning Commission).

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

**1. Call to Order.**

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

**2. Opening Ceremony.**

Ethan Brewster from Troop 694 led the pledge of allegiance at the request of Mayor Richins. Council Member Pearce conducted the opening ceremony.

**3. Consent Items.**

- a. Approve the minutes of January 12, 2016 and January 26, 2016 as presented.

**MOTION: Council Member Robinson motioned to approve the minutes of January 12, 2016 and January 26, 2016 as presented. Council Member Ruth Pearce seconded the motion. All Council Members voted aye. Motion passed.**

**4. Business Items.**

**a. Discussion/possible action to approve 2016 Trenchless Sewer Repair Project.**

Gene Bingham explained every fall he receives approval for the sanitary sewer inspections to review the sewers and help repair and maintain the lines throughout the city. This is an ongoing program and this time there is a need to do repairs. Fortunately now there is trenchless technology which means they do not have to dig up roads to conduct repairs. Once the reviews were completed, he along with the city engineer

prioritize the areas of most concern. Tonight's approval is for an area set for repair. The lowest bid company has been around for many years.

Council Member Robinson asked if Gene Bingham knew why Val Kotter's bid was so expensive. Gene Bingham responded the Val Kotter bid was almost double the price. Although they have completed work for the city about 10 years ago on 700 west and did a good job, he is not aware of why the bid came in high. Once in awhile with a bid opening there is a bid that is way low or way high. He figures if a bid comes in high, the business must be busy with other work.

Council Member Murtha asked about a warrantee period. Gene Bingham said the work has a warrantee for one year but the product has a 50 year warrantee. Council Member Murtha asked for clarification on what is included in the one year warrantee. Gene Bingham said the quality of the work is guaranteed for one year. If there is a failure with the work within a year, that will be covered. They are required to be properly bonded for this project. Council Member Pearce asked whether we have used this company in the past and about confidence that the work will be completed to satisfaction. Gene Bingham said we have not used this company in the past but the materials are the same with all contractors. The process will be televised and all sewer laterals will be measured. Council Member Pearce asked about past projects. Gene Bingham gave a very brief history of a previous project. Council Member Robinson asked where the material is manufactured. Gene Bingham said they have different branches through the area. His best guess is Colorado.

**MOTION: Council Member Jeff Pearce motioned to award the 2016 Trenchless Sewer Repair Project to Insituform Technologies, LLC in the amount of \$78,009.50. Council Member Murtha seconded the motion. A Roll Call Vote was taken.**

<b>Council Member Ruth Pearce</b>	<b>Yes</b>
<b>Council Member Murtha</b>	<b>Yes</b>
<b>Council Member Robinson</b>	<b>Yes</b>
<b>Council Member Jeff Pearce</b>	<b>Yes</b>

**Motion passed 4-0.**

**b. Discussion/possible action to approve Harrisville City Resolution 16-01: A resolution adopting the Strike Force Agreement.**

Bill Morris said this was given to Mike Junk, the city attorney, for review and approval. This agreement is with Inter-Local Law Enforcement Narcotic and Gang Strike Force. The term of the agreement is for 50 years. Council Member Murtha asked what the associated cost of participation. Bill Morris said the budget line item is \$3,000 annually. Council Member Pearce asked if there is a need in our community for these services. Bill Morris said they are used regularly to control drug and gang related issues.

**MOTION: Council Member Ruth Pearce motioned to approve Harrisville City Resolution 16-01; a resolution adopting the Strike Force Agreement with Inter-**

**Local Enforcement Narcotic and Gang Strike Force. Council Member Robinson seconded the motion. A Roll Call vote was taken.**

<b>Council Member Ruth Pearce</b>	<b>Yes</b>
<b>Council Member Murtha</b>	<b>Yes</b>
<b>Council Member Robinson</b>	<b>Yes</b>
<b>Council Member Jeff Pearce</b>	<b>Yes</b>

**Motion passed 4-0.**

**c. Economic Development Discussion.**

Mayor Richins said he would like to have a casual discussion on economic development. He welcomed the Planning Commissioners in attendance. He explained that other surrounding cities have paid positions over economic development. This has been talked about as a possibility for our city and would welcome that as part of this discussion. There are a few potential things occurring within the city. The LDS Church is building a cannery behind the Deseret Industries. There is also a potential for development activity around and surrounding the Greenwood Charter School. This would eliminate the blighted area around SPS up towards the charter school. The Weber County Posse grounds would have to relocate to a more conducive location. They were having issues when the UDOT median was installed trying to get their big rigs in and out of that area. Some of this development would include a few restaurants, light commercial development and the back area would be a 50-60 one level cottage style residential area. Those two things are currently being discussed.

Council Member Jeff Pearce said he has reviewed the plans for the potential developments and thinks this is a nice plan. It would potentially open up 1100 North. Council Member Robinson asked whether the property owners are involved in the project. Council Member Jeff Pearce pointed out some of these are vacant properties. Mayor Richins said the Russell home is in agreement. Council Member Robinson said he noticed some of these are listed for sale. Mayor and Council gave a brief discussion about the value of these properties. Council Member Jeff Pearce said he would like to continue development around the Walmart area. Apparently there is a high asking price for this vacant land.

Council Member Ruth Pearce said she would like to encourage more development around Walmart as well. She would also like to work with UDOT to give access to new businesses. Mayor Richins said the best possibility for access would be frontage roads. Council Member Robinson asked when work will begin on the cannery. Mayor Richins said he does not know the exact time construction will begin. Council Member Murtha pointed out the cannery will not generate revenue for the city. He also said this area has been tried to be developed for awhile; the corridor where Hwy 89 connects onto Wall Avenue. Council Member Jeff Pearce commented the potential development would help.

Council Member Murtha explained when he ran for office he felt just because the city is small, doesn't mean we can't be great. He heard a presentation from Mike Medina who works for Mountain America at a WACOG meeting. He addressed the planning commission asking them to consider what is highest and best use of our undeveloped

areas. He has raised this to the Mayor and City Administrator on whether we have the capability to move forward with this in house. He feels Mike Medina runs a company to do this exact type of thing. There are all kinds of economic development opportunities around the city. He feels like this will cost the city more money in the future. He pointed out North Ogden has given approval for a high end mixed used zone on our city border. We will not receive any benefit from this development but will have to provide assistance through our police department. Additionally he pointed out related projects on the 2700 North that will have a similar effect. This was briefly addressed at the combined training in January but he presented the question now of whether to fund this with outside assistance or tackle this in house. He feels this is a discussion for Council, Mayor, and the city administrator.

There was an article in the Standard Examiner of how Ogden City has just hired a consultant to rebrand their city. He would like to start a conversation on what makes Harrisville unique. The city needs to come up with a brand that sets us apart from our surrounding cities. We then go after the businesses that would meet the needs to make this happen. Taking into consideration what is the information to be gained for if they spend this money. He said he is against spending money if the information is to be only used for the general plan. Council Member Murtha clarified he does not profess to know what is best for the city. He doesn't know what the highest and best use for each area in the city. Whether this is commercial, residential, or redevelopment area. He posed the question "What does Harrisville do that is unique?" He referred to a joint project where Hill Air Force base joined forces with Weber State. This could potentially be used to fund activity within our city. He suggested addressing this during the next budget season by having a cost benefit analysis.

Mayor Richins asked for any public comments on this issue.

Steve Weiss, Harrisville City Planning Commissioner, said he feels the same. He has been on the planning commission for over 10 years. He feels the city has plenty of residential areas. He feels there needs to be a focus on development of the commercial areas. He understands this has to be addressed in the next fiscal year because of budget limitation in the current year. He informed Council that he and Bill Morris spoke with the Boyer Company about their undeveloped pads but have not seen any further action taken. He feels a fire needs to be lit underneath them. Additionally he feels the city needs to be more business friendly to veterans, by encouraging them to start businesses. The city council decides what kind of a break we can give as benefits. These store fronts and properties are just sitting there. He has personally discussed this with other owners of businesses outside of Weber County trying to entice business. The economy is very good in this state. We need to light a fire, or we will miss out on opportunities. The cannery is going to draw people into the area. They would even like to expand this area in the future. He feels that Planning Commission is in favor even if we have to wait until an outside force is hired. He feels like Council can address this in the meantime.

Mayor Richins again encouraged any additional comments from the public.

Council Member Ruth Pearce said she would like to clarify for the public that the next fiscal year begins in July of 2016. Mayor Richins said budget planning will begin next month for the new fiscal year. The final budget must be approved by the middle of June.

Council Member Jeff Pearce said they received some good ideas at last year's league conference.

**d. Discussion/possible action to approve disposal/sale of Surplus Equipment.**

Bill Morris explained Parks and Recreation submitted items to be classified as surplus and other metal poles to be salvaged. Anyone interested will have to submit a bid just like the code specifies. Council Member Robinson asked what value is for the treadmill. Bill Morris said he thought around \$100-\$250. Council Member Jeff Pearce asked if they are well used. Bill Morris responded he doesn't have a history of the use of these items.

Council Member Murtha said he noticed there is a fitness incentive for the police department. He would like to work some kind of deal with a local gym if the numbers line up to allow for access to a full gym. Council Member Robinson said his company gives a discount or money towards a gym membership.

Council Member Robinson asked about the metal poles. Bill Morris said sealed bids will be received at the city offices and the items will be available to the highest bidder.

Council Member Robinson asked how long the bid process remains open. Bill Morris said he would have to check the time frame but it is not very long.

**MOTION: Council Member Ruth Pearce motioned to approve the disposal/sale of surplus equipment. Council Member Robinson seconded the motion. All Council Members voted aye. Motion passed.**

**5. PUBLIC COMMENTS - (3 minute maximum)**

Jacob Baumgarten, said there are scouts present who are looking for eagle scout projects and asked if Council could help with ideas for these projects. Mayor Richins said he would suggest contacting the public works director and recreation director for ideas on how to help improve the parks. Council Member Murtha said there is always help with the 5k for the Heritage Days. Mayor Richins said that is a good activity for service, but likely not an eagle project.

Mckenna Spell said her brother wanted to know if he could put up welcome signs on the streets leading into the city. Mayor Richins said he liked that idea and hasn't heard of that suggestion before. He encouraged her brother to come up with a plan to present to the city. Council Member Murtha said there are existing signs on the boundaries. Council Member Robinson suggested contacting the scout committee for approval.

Ethan Brewster, said he is wondering what is going to happen to the old Smith's grocery store. Mayor Richins said that store is in North Ogden, not in Harrisville. He said he understood another business will be opening there soon but it hasn't been officially announced. Council Member Murtha suggested he contact Mayor Brent Taylor of North Ogden.

**6. Mayor/Council Follow-Up:  
a. Youth City Council**

Mayor Richins announced that Austin Teuscher is going to be a parent volunteer for the Youth City Council. He said years ago Mayor Hendrix encouraged having a parent volunteer oversee this program. He is anticipating great things. The Easter egg hunt is next on their agenda on the 26<sup>th</sup> of March.

#### **b. 2016 ULCT Conference**

Mayor Richins reminded Council of the conference and informed them reservations have been made for hotel accommodations.

Mayor Richins informed Council he will be having a meeting with UTA on Friday. He encouraged Council to give him any feedback or concerns they may want addressed. This meeting is related to Proposition One with the implementation of the new sales tax use funds. One item being considered is future improvements to bus stops. Council Member Jeff Pearce suggested installing another bench at the stop on Washington Blvd at Walmart. Bill Morris mentioned curb gutter and sidewalk within a mile of each bus stop is also available under this new funding. Mayor Richins said the bus stop in front of the D.I. on Wall Ave should also be improved. Bill Morris said they will be offering several new services. Council Member Robinson asked if they will provide statistics for the usage of the buses in our area. Mayor Richins said he will ask for that information.

Mayor Richins gave a brief update on the improvements at the North Ogden Library. He said the main issue is with the parking. There is not enough parking for what is required and this will be a huge hurdle to overcome. He has seen several designs. One of which will take the front lawn to provide more spaces; unfortunately this will still not provide enough parking. Council Member Murtha asked about the proposed library branch in Farr West. Mayor Richins said there is property donated for this. Bill Morris said he understands this will be over by the new Wahlquist Jr. High. Council Member Murtha said the North Ogden library is the highest used library and he would like to see another one in this area. Council Member Robinson said there are no funds on the bond for that. Bill Morris said the proposal for the new library is from the general fund.

Council Member Ruth Pearce suggested those that are attending the ULCT should have shirts made with the city logo. Mayor Richins said he has purchased his own shirts and had them embroidered for \$6.00 per shirt. Bill Morris said he also purchases his shirts and has the embroidery added. Council Member Pearce said she feels we should have this to represent the city.

Council Member Murtha asked Council with his designation regarding the economic development what the council expects of him with this assignment. He would like to know what his performance parameters might be and expectation the Council may have for him.

Council Member Robinson asked when the next WACOG meeting will be held. Mayor Richins said he can provide a schedule.

### **7. Adjourn.**

Mayor Richins motioned to adjourn at 7:59pm.

**ATTEST:**

---

**BRUCE RICHINS**  
Mayor

---

**JENNIE KNIGHT**  
City Recorder  
Approved this 8<sup>th</sup> day of March, 2016



**Current Language of the International Fire Code**

**SECTION 901.6.2 Records**

Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be copied to the fire code official upon request.

**Proposed adopted language**

**SECTION 901.6.2 Records.**

Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three (3) years and shall be submitted to the Fire Prevention Division of the Fire Department in a manner and format as prescribed by the *fire code official* within five (5) working days after the inspections, tests and maintenance are completed.



The Compliance Engine is a simple, internet based tool for Fire Prevention Bureaus to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, can submit their reports via Brycer's web portal direct to the Authority Having Jurisdiction, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. Brycer also provides a proactive service, in addition to the web-based technology, that includes hard and soft copy notifications to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, Fire Prevention Bureaus will be better equipped to do more with less in their mission to drive 100% code compliance with life safety laws.

#### Current Landscape:

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3<sup>rd</sup> Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

#### The Compliance Engine Benefits:

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety

#### Revenue Model:

- Free for AHJs
- Zero charge to the building owners
- \$10 fee paid by 3<sup>rd</sup> party contractors on per system, per premises, per annum basis.
- Delivers Compliance resulting in new business and maintenance revenue for 3<sup>rd</sup> party contractors
- Endorsed by IKECA, Arizona Fire Alarm Assoc. and Western Fire Chiefs Assoc.

Learn more at [www.thecomplianceengine.com](http://www.thecomplianceengine.com) or 855-279-2371

Collect. Connect. Comply.

**HARRISVILLE CITY  
ORDINANCE NO. 478**

**FRANCHISE AGREEMENT – SYRINGA**

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, ADOPTING THE  
FRANCHISE AGREEMENT WITH SYRINGA NETWORKS FOR FIBER OPTIC  
SERVICE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Syringa Networks is a corporation that provides fiber optic services;

**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**, *Utah Code Annotated* §10-8-11 authorizes the City to “regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon . . .”

**WHEREAS**, the Syringa Networks desires to construct fiber optic facilities within the public right-of-way within the City;

**WHEREAS**, the public interest is served by the Franchise Agreement adopted and incorporated herein;

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

**Section 1:**     **Adoption.** The City Administrator is hereby authorized to negotiate and finalize the terms of a Franchise Agreement to be adopted and incorporated herein by this reference as Exhibit “A” attached hereto.

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

**Section 4:**     **Effective date.** This Ordinance takes effect immediately upon approval and posting.

PASSED AND ADOPTED by the City Council on this 8th day of March, 2016.

---

BRUCE RICHINS, Mayor

ATTEST:

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

RECORDED this \_\_\_ day of \_\_\_\_\_, 2016.

PUBLISHED OR POSTED this \_\_\_ day of \_\_\_\_\_, 2016.

**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) the Harrisville Cabin and 3) 2150 North on the above referenced dates.

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

DATE:\_\_\_\_\_

**FRANCHISE AGREEMENT  
HARRISVILLE CITY – SYRINGA NETWORKS, LLC**

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of Harrisville, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 363 West Independence Blvd, Utah, 84404, and Syringa Networks, LLC, an Idaho limited liability company (hereinafter “SYRINGA”) with its principal offices at 12301 W. Explorer Drive, Boise, Idaho 83713.

**WITNESSETH:**

WHEREAS, SYRINGA desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Harrisville Municipal Code Section 7.30.050 which governs the application and review process for Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide SYRINGA a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and SYRINGA agree as follows:

**ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.**

1.1 **Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and SYRINGA.

1.2 **Ordinance.** The CITY has adopted Harrisville Municipal Code Section 7.30.050 governing franchises (hereafter “Ordinance”). SYRINGA acknowledges that it has had an opportunity to read and become familiar with the Ordinance and the City’s municipal code. The parties agree that the provisions and requirements of the Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Ordinance.

1.3 **Ordinance Amendments.** The CITY reserves the right to amend the Ordinance at any time. The CITY shall give SYRINGA notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between SYRINGA’s rights and obligations under the Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, SYRINGA agrees to comply with any such amendments.

1.4 **Franchise Description.** The Telecommunications Franchise provided hereby shall confer upon SYRINGA the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City, subject to the City having priority in the City's lines, pipes, services, and needs for the use and operation of the Rights-of-Way. The franchise does not grant to SYRINGA the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude SYRINGA from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize SYRINGA's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** SYRINGA acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinance.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

## **ARTICLE 2. FRANCHISE FEE.**

2.1 **Franchise Fee.** For the Franchise granted herein, SYRINGA shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission  
210 North 1950 West  
Salt Lake City, Utah 84134

2.2 **Equal Treatment.** CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service where similarly situated and in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

## **ARTICLE 3. TERM AND RENEWAL.**

3.1 **Term and Renewal.** The franchise granted to SYRINGA shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of

this Agreement, the franchise granted herein may be renewed by SYRINGA upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of SYRINGA's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 **Rights of SYRINGA Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between SYRINGA and the CITY, or by revocation or forfeiture, SYRINGA shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of SYRINGA, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

#### **ARTICLE 4. POLICE POWERS.**

The CITY expressly reserves, and SYRINGA expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

#### **ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.**

5.1 **Meet to Confer.** SYRINGA and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way SYRINGA conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, SYRINGA and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments. The CITY may request at any time that SYRINGA provide an accounting to ensure that the appropriate franchise fees have been paid as required by Paragraph 2.1. SYRINGA shall provide the CITY with said accounting within a reasonable time upon request.

5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will

negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Ordinance, and the City’s Excavation Permit Ordinance. For SYRINGA, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinance, and the CITY’s Excavation Permit Ordinance. This Paragraph does not apply where any legislative enactment authorizes the City to impose additional fees under certain circumstances or as otherwise provided by any legislative enactment.

**ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.**

**6.1 Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) SYRINGA fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) SYRINGA, by act or omission, materially violates a material duty herein set forth in any particular within SYRINGA’s control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving SYRINGA notice of such determination, SYRINGA, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, SYRINGA shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of SYRINGA; or

(c) SYRINGA becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by SYRINGA within sixty (60) days.

**6.2 Reserved Rights.** Nothing contained herein shall be deemed to preclude SYRINGA from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.



6.3 **Remedies at Law.** In the event SYRINGA or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or SYRINGA, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and SYRINGA relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and SYRINGA. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

## **ARTICLE 7. PARTIES' DESIGNEES.**

7.1 **CITY designee and Address.** The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all notices from SYRINGA to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY RECORDER at: 363 West Independence Blvd., Harrisville, Utah 84404, or such other officer and address as the CITY may designate by written notice to SYRINGA.

7.2 **SYRINGA Designee and Address.** SYRINGA's Chief Executive Officer or his or her designee(s) shall serve as SYRINGA's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all notices from the CITY to SYRINGA pursuant to or concerning this Agreement, shall be delivered to SYRINGA's headquarter offices at 12301 W. Explorer Drive, Boise, Idaho 83713, and such other office as SYRINGA may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or SYRINGA's representative to act shall not constitute any waiver or estoppels by the CITY or SYRINGA.

## **ARTICLE 8. INSURANCE AND INDEMNIFICATION**

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, SYRINGA shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that SYRINGA is effectively self-insured if SYRINGA has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by SYRINGA from a commercial carrier, whether provided through a self-insured program, or whether provided in some other

form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 **Indemnification.** SYRINGA agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from SYRINGA's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to SYRINGA of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit SYRINGA to assume the defense of such with counsel of SYRINGA's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, SYRINGA shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

## ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, SYRINGA shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 **Underground Installation.** Unless otherwise provided, all of SYRINGA's facilities within the CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, SYRINGA expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require SYRINGA to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

## ARTICLE 10. GENERAL PROVISIONS

10.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

10.2 **Governing Law.** This Agreement shall be interpreted pursuant to Utah law.

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 **Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED AND ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

“CITY”

CITY OF HARRISVILLE

By: \_\_\_\_\_  
BRUCE RICHINS, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MIKE JUNK, City Attorney

“SYRINGA”

Syringa Networks, LLC, an Idaho limited liability company

By: \_\_\_\_\_  
Greg Lowe, Chief Executive Officer

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared before me Greg Lowe, who being by me duly sworn did say that he is the Chief Executive Officer of Syringa Networks, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors and/or its company documents; and he acknowledged to me that said company executed the same.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**HARRISVILLE CITY  
RESOLUTION 2016-01  
WEBER COUNTY PRE-DISASTER MITIGATION PLAN**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, ADOPTING THE WEBER COUNTY PRE-DISASTER MITIGATION PLAN; 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 Council recognizes the threat that natural hazards pose to people and property within the City;

**WHEREAS**, the City, in conjunction with Weber County and J-U-B Engineers, has prepared a Multi-hazard Natural Disaster Mitigation Plan, hereby known as 2015 Weber County Pre-disaster Mitigation Plan (hereafter “Plan”) in accordance with the Disaster Mitigation Act of 2000;

**WHEREAS**, the Disaster Mitigation Act of 2000, and 44 C.F.R 201.6, requires among other things, that the Plan has been formally adopted by the governing bodies of the jurisdictions requesting approval of the Plan;

**WHEREAS**, the plan has been prepared and in accordance with F.E.M.A. requirements and approved pending adoption by F.E.M.A. Region VIII;

**WHEREAS**, the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City from the impacts of future hazards and disasters;

**WHEREAS**, adoption by the City Council demonstrates the City’s commitment to the hazard mitigation and achieving the goals outlined in the Plan;

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

**Section 1. Plan Adoption.**

The document entitled “Weber County Pre-disaster Mitigation Plan” dated \_\_\_\_\_, as prepared by the J-U-B Engineers, is hereby adopted as the Multi-hazard Natural Disaster Mitigation Plan in accordance with the Disaster Mitigation Act of 2000 for Harrisville City and incorporated herein by this reference.

**Section 2: Effective Date.**

This Resolution shall be effective immediately upon passage and adoption.

PASSED AND ADOPTED by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

HARRISVILLE CITY:	Roll Call Vote:	Yes	No
_____	Council Member J. Pearce	___	___
BRUCE RICHINS, Mayor	Council Member Robinson	___	___
	Council Member Jensen	___	___
ATTEST:	Council Member Murtha	___	___
	Council Member R. Pearce	___	___

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

## LOCAL MITIGATION PLAN REVIEW TOOL

The *Local Mitigation Plan Review Tool* demonstrates how the Local Mitigation Plan meets the regulation in 44 CFR §201.6 and offers States and FEMA Mitigation Planners an opportunity to provide feedback to the community.

- The Multi-jurisdiction Summary Sheet should be used to document contact information for each jurisdiction and if each met the requirements of the Plan, if a multi-jurisdictional plan.
- The Regulation Checklist provides a summary of FEMA’s evaluation of whether the Plan has addressed all requirements.
- The Plan Assessment identifies the plan’s strengths as well as documents areas for future improvement.

The FEMA Mitigation Planner must reference this *Local Mitigation Plan Review Guide* when completing the *Local Mitigation Plan Review Tool*.

<b>Jurisdiction:</b> Weber County	<b>Title of Plan:</b> Pre-Disaster Mitigation Plan	<b>Date of Plan:</b> December 2015
<b>Local Point of Contact:</b> Lance Peterson	<b>Address:</b> 721 W. 12 <sup>th</sup> ST. Ogden UT 84404	<b>E-Mail:</b> lpeterso@co.weber.ut.us
<b>Title:</b> Director		
<b>Agency:</b> Weber County Emergency Management		
<b>Phone Number:</b>		

<b>State Reviewer:</b> Eric Martineau	<b>Title:</b> Mitigation Specialist	<b>Date:</b> 12/08/2015
--	--	----------------------------

<b>FEMA Reviewer:</b> Enessa James	<b>Title:</b> Mitigation Champion, Resilience Action Partners	<b>Date:</b> 1/14/2016
Nicole Aimone	Senior Community Planner	1/29/2016, 2/16/16
<b>Date Received in FEMA Region VIII</b>	<b>December 15, 2015 and February 16, 2016</b>	
<b>Plan Not Approved</b>	<b>January 29, 2016</b>	
<b>Plan Approvable Pending Adoption</b>	<b>February 17, 2016</b>	
<b>Plan Approved</b>		

**SECTION 1:  
MULTI-JURISDICTION SUMMARY SHEET**

MULTI-JURISDICTION SUMMARY SHEET									
#	Jurisdiction Name	Jurisdiction Type	Jurisdiction Contact	Email	Requirements Met (Y/N)				
					A. Planning Process	B. HIRA	C. Mitigation Strategy	D. Update Rqmts.	E. Adoption Resolution
1	Weber County	County	Lance Peterson, Emergency Manager	lpeterso@co.weber.ut.us	Y	Y	Y	Y	N
2	Farr West City	City	Lou Waikart	louw@digis.net	Y	Y	Y	Y	N
3	Harrisville City	City	Lt. Keith Wheelwright	kwheelwright@cityofharrisville.com	Y	Y	Y	Y	N
4	Hooper City	City	Ray Strong	Bobwhyte94@yahoo.com	Y	Y	Y	Y	N
5	Huntsville Town	City	Mayor Jim Truett	mayor@huntsvilletown.com	Y	Y	Y	Y	N
6	Marriot-Slaterville City	City	Bill Morris, City Administrator	bill.msccity@webpipe.net	Y	Y	Y	Y	N
7	North Ogden City	City	Officer Paul Rhoades	<a href="mailto:prhoades@northogdencity.com">prhoades@northogdencity.com</a>	Y	Y	Y	Y	N
8	Ogden City	City	Ryan Perkins	rperkins@ci.ogden.ut.us	Y	Y	Y	Y	N
9	Plain City	City	Jeremy Crowton	jeremycrowton@gmail.com	Y	Y	Y	Y	N
10	Pleasant View City	City	Melinda Greenwood	MGreenwood@pleasantviewcity.com	Y	Y	Y	Y	N
11	Riverdale City	City	Matthew Hennessy	mhennessy@riverdalecity.com	Y	Y	Y	Y	N
12	Roy City	City	Jason Poulsen	jpoulsen@royutah.org	Y	Y	Y	Y	N

MULTI-JURISDICTION SUMMARY SHEET									
#	Jurisdiction Name	Jurisdiction Type	Jurisdiction Contact	Email	Requirements Met (Y/N)				
					A. Planning Process	B. HIRA	C. Mitigation Strategy	D. Update Rqmts.	E. Adoption Resolution
13	South Ogden City	City	Cameron West, Fire Chief	cwest@southogdenfire.com	Y	Y	Y	Y	N
14	Uintah City	City	William Pope	wpoppe@uintahfd.org	Y	Y	Y	Y	N
15	Washington Terrace City	City	Kasey Bush	kaseybush@comcast.net	Y	Y	Y	Y	N
16	West Haven City	City	Stephanie Carlson	skcutah@msn.com	Y	Y	Y	Y	N
17	Bona vista Water Improvement District	District	Jerry Allen	jerry@bonavistawater.com	Y	Y	Y	Y	N
18	Central Weber Sewer Improvement District	District	Lance Wood	lancew@centralweber.com	Y	Y	Y	Y	N
19	Ogden City School District	District	Zac Williams	williamsz@ogdensd.org	Y	Y	Y	Y	N
20	North View Fire District	District	David Wade	dwade@northviewfire.com	Y	Y	Y	Y	N
21	Pineview Water Systems	District	Terel Grimley	tgrimley@pineviewwater.com	Y	Y	Y	Y	N
22	Roy Water Conservancy District	District	Rodney Banks	rbanksthuexc@qwestoffice.net	Y	Y	Y	Y	N
23	Weber Fire District	District	David Austin, Fire Chief	daustin@weberfiredistrict.utah.gov	Y	Y	Y	Y	N
24	Weber Human Services	District	Kevin Eastman	kevine@weberhs.org	Y	Y	Y	Y	N
25	Weber School District	District	Nate Taggart	ntaggart@weber.k12.ut.us	Y	Y	Y	Y	N



**SECTION 2:  
REGULATION CHECKLIST**

<b>REGULATION CHECKLIST</b>	<b>Location in Plan (section and/or page number)</b>	<b>Met</b>	<b>Not Met</b>
<b>Regulation (44 CFR 201.6 Local Mitigation Plans)</b>			
<b>ELEMENT A. PLANNING PROCESS</b>			
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))	Pgs. 6, 14-15,17-21 Appendix E Pgs. 274 - 349	Y	
A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))	Pgs. 17-18 Appendix E Pages 272-349	Y	
A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))	Pgs. 6, 18, 21	Y	
A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))	Pgs. 19, 21, 52, 55-57	Y	
A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))	Pgs. 238-239, 142-245	Y	
A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))	Pgs. 238-245	Y	
<b><u>ELEMENT A: REQUIRED REVISIONS</u></b>			
<b>ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT</b>			
B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))	Pgs. 55-141 Pgs. 161-237	Y	
B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))	Pgs. 56-57, 63-141 Appendix C Pg. 263	Y	
B3. Is there a description of each identified hazard’s impact on the community as well as an overall summary of the community’s vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))	Pgs. 55-141 Pgs. 161-237	Y	
B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))	Pgs. 67, 264-265	Y	
<b><u>ELEMENT B: REQUIRED REVISIONS</u></b>			

<b>REGULATION CHECKLIST</b>		<b>Location in Plan</b> (section and/or page number)	<b>Met</b>	<b>Not Met</b>
<b>Regulation (44 CFR 201.6 Local Mitigation Plans)</b>				
<b>ELEMENT C. MITIGATION STRATEGY</b>				
C1. Does the plan document each jurisdiction’s existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))	Pgs. 46-54	Y		
C2. Does the Plan address each jurisdiction’s participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))	Pgs. 26, 52, 122, Table E-1 p. 275	Y		
C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))	Pgs. 12-13, 23-34, 142-158, Appendix B Pgs. 248-262	Y		
C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))	Pgs. 142-210; Part XI, Pgs. 159 – 237 Appendix B Pgs. 248-262	Y		
C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))	Pgs. 23-34 Pgs. 142-158	Y		
C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii))	Pgs. 240-243	Y		
<b>ELEMENT C: REQUIRED REVISIONS</b>				
<b>ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION</b> (applicable to plan updates only)				
D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))	Pgs. 38- 45	Y		
D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))	Pgs. 23-34	Y		
D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))	Pgs. 10-13, 19 Pgs. 142-158	Y		
<b>ELEMENT D: REQUIRED REVISIONS</b>				
<b>ELEMENT E. PLAN ADOPTION</b>				
E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))				NA

<b>REGULATION CHECKLIST</b>		<b>Location in Plan</b> (section and/or page number)	<b>Met</b>	<b>Not Met</b>
<b>Regulation (44 CFR 201.6 Local Mitigation Plans)</b>				
E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5))		Pg. 14-16		N
<b><u>ELEMENT E: REQUIRED REVISIONS</u></b>				
E2. Pending FEMA approval.				
<b>ELEMENT F. ADDITIONAL STATE REQUIREMENTS (OPTIONAL FOR STATE REVIEWERS ONLY; NOT TO BE COMPLETED BY FEMA)</b>				
F1.				
F2.				
<b><u>ELEMENT F: REQUIRED REVISIONS</u></b>				

**SECTION 3:  
PLAN ASSESSMENT****A. Plan Strengths and Opportunities for Improvement**

This section describes the strengths of the plan document and includes recommendations for how the plan could be improved as part of the next plan update.

**Element A: Planning Process**

The plan did a great job of clearly identifying point of contacts for all the participating jurisdictions. Additionally, it clearly articulates how the plan update process built and improved upon previous hazard mitigation planning efforts in the county. For the next plan update, it may be useful to incorporate the use of additional methods for increasing public awareness of the planning process and its importance in reducing local risk and increasing quality of life (i.e. Facebook, Twitter, Public Flyers, Workshops, Brown-Bag Lectures, etc.). Be sure to track and evaluate which methods work best for gathering input, educating the public, and strengthening local partnerships. As demographics and technology change so will the appropriateness of your various outreach strategies.

**Element B: Hazard Identification and Risk Assessment**

The planning team did a great job of completing and articulating the vulnerability assessment at the county-wide scale. During the next plan update focus on developing more detailed hazard vulnerability summaries for each participating jurisdiction. Try to identify differences in vulnerability factors between participating jurisdictions and opportunities for collaboration and partnership between communities.

**Element C: Mitigation Strategy**

In reviewing Part XI of the plan it became apparent that some communities/special districts had more difficulty including key details in their mitigation strategy and/or identifying specific agencies or staff members who will be stewards for managing and completing identified mitigation actions. Moving forward, these communities may need extra help as they work to implement their local mitigation programs.

Additionally, for the next plan update, the plan should describe in more detail each jurisdiction's process for integrating the data, information, and hazard mitigation goals and actions into other planning mechanisms. Planning mechanisms are governance structures that are used to manage local land use development and community decision making, such as comprehensive plans, capital improvement plans, or other long-range plans. A multi-jurisdictional plan describes each participating jurisdiction's individual process for integrating hazard mitigation actions applicable to their community into other planning mechanisms. The updated plan must explain how the jurisdictions incorporated the mitigation plan, when appropriate, into other planning mechanisms as a demonstration of progress in local hazard mitigation efforts.

**Element D: Plan Review, Evaluation, and Implementation**

Throughout the plan review, evaluation, and implementation process, consider putting extra energy towards helping participating municipalities identify their un-tapped resources, engage local champions for mitigation projects, and implement their strategies for new and/or improved local

risk-reduction policies and programs. Additionally, continue to focus attention during the plan review process on identifying and/or recording the progress of your previously identified hazard mitigation actions. This will allow communities to provide detailed information about the project status of previous mitigation actions and track their successes.



## **HARRISVILLE CITY**

# **MODERATE INCOME HOUSING PLAN 2016 BIANNUAL UPDATE REPORT**

**March 8, 2016**

Approved by the Legislative Body

Harrisville City  
363 W. Independence Boulevard  
Harrisville, Utah 84404  
(801) 728-4100

## TABLE OF CONTENTS

- I. INTRODUCTION.
- II. BIENNIAL REPORTING REQUIREMENT.
- III. COMMUNITY DATA.
  - A. Geography and Demographics.
  - B. Moderate Income Housing Profile.
- IV. BIENNIAL REPORT FINDINGS.
  - A. Efforts made by the city to reduce, mitigate, or eliminate local regulatory barriers to moderate income housing.
  - B. Actions taken by the city to encourage preservation of existing moderate income housing and development of new moderate income housing.
  - C. Progress made within the city to provide moderate income housing, as measured by permits issued for new units of moderate income housing.
  - D. Efforts made by the city to coordinate moderate income housing plans and actions with neighboring municipalities.
  - E. The legislative body of each city shall send a copy of the report to the Department of Community and Culture and the association of governments in which the city is located.
- V. CONCLUSION.

## **MODERATE INCOME HOUSING PLAN – 2016 BIANNUAL UPDATE REPORT**

### **I. INTRODUCTION**

This Moderate Income Housing Plan 2016 Biannual Update Report (Report) is in compliance with *Utah Code Annotated* §10-9a-408. This state statute provides that the City Council, acting in its capacity as the legislative body of Harrisville City, Utah (City), is to make a biannual Report on its Moderate Income Housing Plan (MIHP). Harrisville City adopted its Moderate Income Housing Plan on September 8, 2004. This Report is the required biannual update of that Plan.

A MIHP is required as an element of the General Plan as set forth in *Utah Code Annotated* §10-9a-403. The purpose of the MIHP is to address the need for the development of additional moderate income housing within the City, and to provide a realistic opportunity to meet estimated needs for additional moderate income housing if long-term projections for land use and development occur. *Utah Code Annotated* §10-9a-103 defines “moderate income housing” as “housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located.”

The biannual review of the MIHP provides the opportunity to give this Report on the implementation of the MIHP along with the City’s findings made during the review. The primary objective of the City’s MIHP is to promote home-ownership opportunities for moderate income households. It also seeks to allow households of moderate income to benefit from and fully participate in all aspects of neighborhood and community life. To accomplish this, the MIHP makes projections of housing needs and factors that may affect housing for households of moderate income.

### **II. BIANNUAL REPORTING REQUIREMENT**

According to *Utah Code Annotated* §10-9a-408, the City Council shall update its Moderate Income Housing Plan biannually as follows:

- A. Review the moderate income housing plan element of its general plan and its implementation; and,
- B. Prepare a report setting forth the findings of the review.

According to the statute, this Report describes:

- A. Efforts made by the City to reduce, mitigate, or eliminate local regulatory barriers to moderate income housing.
- B. Actions taken by the City to encourage preservation of existing moderate income housing and development of new moderate income housing.
- C. Progress made within the City to provide moderate income housing, as measured by permits issued for new units of moderate income housing.



- D. Efforts made by the City to coordinate moderate income housing plans and actions with neighboring municipalities.
- E. The legislative body of each city shall send a copy of the report under to the Department of Community and Culture and the association of governments.

### **III. GEOGRAPHY AND DEMOGRAPHICS**

#### **A. Geography and Demographics.**

Harrisville City is located at 41°17'7"N, 111°59'12"W (41.285169, -111.986584) GR1. According to the United States Census Bureau, the City consists of 3.01 square miles. The U.S. Census Bureau estimates the current population of the City to be 6,069. The racial makeup of the city is 88% White, 8.4% Hispanic, with the remaining percent being other races. The U.S. Census Bureau currently estimates 2,007 housing units in the City with an average household size is 3.16 persons. The home ownership rate is estimated to be 83.7%.<sup>1</sup>

Harrisville City is located in the Ogden-Clearfield Metropolitan Statistical Area (MSA). Based upon data from the U.S. Department of Housing and Urban Development (HUD), the 2016 median household income level for a household is \$73,500 per year. Moderate income is a household that earns 80% of the median income which calculates to \$58,800 per year.<sup>2</sup>

#### **B. Moderate Income Housing Profile.**

Moderate income housing is defined by *Utah Code Annotated* §10-9a-103(19). This statute provides that moderate income housing is housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income of the MSA. Therefore, a moderate income household in Harrisville City earns 80% of \$73,500 which is \$58,800 per year.

In order to adequately update the Plan, this Report determines the eligibility amount a moderate income household is capable of qualifying for a mortgage for a home. Taking that amount and comparing it to the valuation breakdown of the total housing stock in the city will show the number of homes within the ranges of a moderate income household to purchase. Since the 2013 MIHP Update, approximately 76 new single-family housing units have been constructed in the City.<sup>3</sup> Also, 36 new multi-family housing units were constructed in this same time.

---

<sup>1</sup> U.S. Census Bureau – QuickFacts for Harrisville City, Utah.

<sup>2</sup> 2015 Community Development Block Grant (CDBG) Handbook. State of Utah.

<sup>3</sup> Harrisville City Building Permit Data.

The number of dwelling units as provided by the Weber County Assessor’s Office and updated with new permits is as follows:

# of Units	Price Range	# of Units	Price Range
9	Up to \$75,000	228	\$200,001 to \$225,000
152	\$75,001 to \$100,000	111	\$225,001 to \$250,000
410	\$100,001 to \$125,000	60	\$250,001 to \$275,000
326	\$125,001 to \$150,000	33	\$275,001 to \$300,000
388	\$150,001 to \$175,000	20	\$300,001 to \$350,000
246	\$175,001 to \$200,000	24	\$350,001 and more
Total Single-family Housing Units: 2,007			

To determine the stock of moderate income housing, this Report determines the estimated number of single-family housing units in the city. Next, this Report determines the amount that a moderate income household would likely qualify for a home mortgage. This Report will only use data from a conventional 30-year mortgage with the standard down payment. This Report does not address unconventional financing, interest only loans, ARMs, or similar financing.

According to data provided by America First Credit Union, one of the largest lenders in the area, a moderate household would qualify to purchase a house valued at or below \$233,414.00.<sup>4</sup> For the purposes of this Report, the percent of moderate income housing available in the City is based upon borrowing for homes valued approximately at or below \$233,414.00.

There are an estimated 2,007 single-family housing units in the City. Of these 2,007 single-family housing units, an estimated 1,814 housing units are within the price range of a moderate income household. This represents 90% of the total housing stock in Harrisville City being available to a moderate income household.

**IV. BIENNIAL REPORT FINDINGS.**

**A. Efforts made by the city to reduce, mitigate, or eliminate local regulatory barriers to moderate income housing.**

Harrisville City has increased 76 newly constructed single-family housing units since the 2013 Report. Of these new 76 single-family housing units, 55 units are within the range of a moderate income household.<sup>5</sup> Based upon this data, the City implements land use practices that provides for a range of moderate income housing.

---

<sup>4</sup> America First Credit Union. How Much Can You Afford?

<sup>5</sup> Harrisville City Building Permit Records.

The efforts of Harrisville City in reducing, mitigating, and eliminating regulatory barriers to moderate income housing are evident by the high percentage of the housing stock within the range of moderate income households. Based upon the current success in providing moderate income housing, no additional efforts are recommended at this time.

The City Council finds that Harrisville City has an interest in providing for moderate income housing for its residents. This policy promotes individuals who want to live near their family and relatives in the community. The City desires to maintain its local culture and lifestyle in conjunction with its housing policies. The City council also recognizes the need to promote community pride, unity, history, open space, aesthetics, and recreation.

It should also be noted that there are many more elements that involve the housing market beyond the City. These elements include inflation, interest rates, unemployment, and similar. These elements may negatively affect moderate income housing opportunities notwithstanding all the efforts made by the City to encourage the same. The City is only a small part of a greater whole in the housing market.

**B. Actions taken by the city to encourage preservation of existing moderate income housing and development of new moderate income housing.**

Based upon the city maintaining 90% of its housing stock available to moderate income households, it is determined that the current and ongoing land use policies and practices of the City have not limited moderate income housing opportunities.

**C. Progress made within the city to provide moderate income housing, as measured by permits issued for new units of moderate income housing.**

Since the 2013 MIHP Update, there have been approximately 76 new single-family housing units. Of these 76 new housing units, 55 are within the range of moderate income households. Multi-family units were increased by 36 units since the 2013 MIHP Update.<sup>6</sup>

New moderate income housing construction represent 72% of all new housing construction in the City. Several additional subdivisions are under currently in the planning process or under construction which are also anticipated to be within the range of a moderate income household.

**D. Efforts made by the city to coordinate moderate income housing plans and actions with neighboring municipalities.**

Harrisville City provided a copy of this Report to adjoining cities. The City consulted with other cities in Weber County in preparation of this Report. The City is willing to discuss this Report and assist other cities with moderate income housing issues as may be requested.

---

<sup>6</sup> Harrisville City Building Permit Records.

At the time the initial Moderate Income Housing Plan was prepared information was obtained regarding moderate income housing from other cities including: Marriott-Slaterville, North Ogden, South Ogden, and Ogden City.

**E. The legislative body of each city shall send a copy of the report to the Department of Community and Culture and the association of governments in which the city is located.**

State law requires that this report be submitted to the Department of Community and Culture and the association of governments there the city is located. The association of governments where the city is located is the Wasatch Front Regional Council. The legislative body has directed staff to mail a copy of this Report to the following:

Utah Department of Workforce Services  
Housing and Community Development Division  
140 East 300 South  
Salt Lake City, Utah 84111

Wasatch Front Regional Council  
Attn: Sam Klemm  
295 North Jimmy Doolittle Road  
Salt Lake City, UT 84116

**V. CONCLUSION**

The current median household income in the MSA is \$73,500, per year, making the current moderate household income \$58,800 (80% of median income). Harrisville City has approximately 2,007 housing units of which 1,814 are within the range of a moderate income household. This Report concludes that 90% the City's housing stock qualifies as moderate income housing. This demonstrates that the City's current efforts to preserved the moderate income housing stock are effective. Regarding new single-family housing since 2016, 55 of the 76 new housing units qualify as moderate income households. Also, 36 new multi-family units were added.

The City Council acts as the legislative body for Harrisville City. The City Council policies have been effective in reducing, mitigating, or eliminating barriers to moderate income households. The City coordinates its moderate income housing planning with other nearby municipalities in the county, and forwards its reports to the appropriate agencies.

The City should continue to evaluate trends and development as it continues to make its biannual reports relating to moderate income housing.