



HARRISVILLE CITY

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

MAYOR:

Michelle Tait

COUNCIL MEMBERS:

Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Kenny Loveland

CITY COUNCIL AGENDA

363 West Independence Blvd

May 11, 2021

Join Zoom Meeting

<https://us02web.zoom.us/j/82781649892?pwd=QjBVTfZeko4TGV0QlphL2VUNGcvdz09>

Meeting ID: 827 8164 9892

Passcode: 902830

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7:00 P.M. CITY COUNCIL MEETING

Presiding: Mayor Michelle Tait

Mayor Pro Tem: Steve Weiss

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE & OPENING CEREMONY [Mayor Tait]
3. CONSENT ITEMS
 - a. Approve the minutes of April 13, 2021 as presented.
4. BUSINESS ITEMS
 - a. Discussion/possible action to set a public hearing for June 8, 2021 for purposes of amending the FY 2020-21 budget in accordance with UCA §10-6-127. [Lynn Fortie]
 - b. Discussion/possible action to adopt tentative FY 2021-22 budget in accordance with UCA §10-6-113; and set a public hearing on proposed final budget for June 8, 2021. [Lynn Fortie]
 - c. Discussion/possible action to adopt Harrisville Resolution 21-04; A resolution accepting a petition for Annexation of Certain Real Property. [Bill Morris]
 - d. Discussion/possible action to adopt Harrisville Resolution 21-05; A resolution adopting the Harrisville City Sewer Management Plan. [Glen Gammell]
 - e. Discussion/possible action to adopt Harrisville Ordinance 521; Sewer Services Re-enacted. [Bill Morris]
 - f. Discussion/possible action to approve Storm Water Maintenance Projects. Zack Loveland]
 - g. Discussion/possible action for Radio Purchase Program for Harrisville Police. [Dennis Moore]
 - h. Discussion/possible action to approve surplus of equipment. [Jennie Knight]
5. PUBLIC COMMENTS - (3 minute maximum)
6. MAYOR/COUNCIL FOLLOW-UP
7. CLOSED EXECUTIVE SESSION: Utah State Code §52-4-205(1)(a): The Council may consider a motion to enter into Closed Executive Session for the purpose of discussion of character, professional competence, or physical or mental health of individuals(s).
8. ADJOURN

DATE POSTED: May 6, 2021

BY: Jennie Knight, City Recorder

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

**MINUTES OF HARRISVILLE CITY
CITY COUNCIL MEETING
April 13, 2021
363 West Independence Blvd
Harrisville, UT 84404**

Present: Mayor Michelle Tait, Council Member Grover Wilhelmsen, Council Member Steve Weiss, Council Member Blair Christensen, Council Member Max Jackson, Council Member Kenny Loveland.

Staff: Bill Morris, City Administrator, Mark Wilson, Police Chief, Dennis Moore, Police Lieutenant, Jon Ungard, Police Sergeant, Nick Francis, Police Officer, Nick Baker, Police Officer, Glen Gammell, Public Works, Jennie Knight, City Recorder.

Visitors: Arnold Tait, Amy Walker.

7:00 P.M. CITY COUNCIL MEETING

1. Call to Order.

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

2. Opening Ceremony.

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

3. Consent Items.

- a. Approve the minutes of March 9, 2021 as presented.

MOTION: Council Member Jackson motioned to approve the minutes of March 9, 2021 as presented. Council Member Wilhelmsen seconded the motion. All Council Members voted aye. Motion passed.

4. Oaths of Office Administered.

Mark Wilson introduced the new officers, Officers Nick Francis and Nick Baker and welcomed them. Jennie Knight administered the oaths of office.

5. Business Items.

- a. **Discussion/possible action to adopt Harrisville Ordinance 520; 375 East Zoning Map Amendment.**

Bill Morris explained the area proposed for this zoning change. This amendment will finish off the commercial property in this area. The owner intends to have a wedding phone venue on the backside of the property. Council Member Wilhelmsen asked about access on the back road. Bill Morris explained the traffic will be little more than a few cars. Council Member Jackson asked if they will access 1050 North. Bill Morris said there is no access from commercial to residential, which will be reviewed during the site plan process. There is already an access there. Future plans will determine how this will work; the proposal will not generate a lot of traffic.

MOTION: Council Member Christensen motioned to approve Harrisville Ordinance 520; 375 East Zoning Map Amendment. Council Member Weiss seconded the motion. A Roll Call Vote was taken.

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

Motion passed 5-0.

b. Discussion/possible action to approve Spring Meadows Subdivision trail connection/maintenance.

Bill Morris explained the developer of Spring Meadows Subdivision has requested Harrisville maintain an area of this subdivision, which is actually in North Ogden City. The original plan shows this as a cul de sac, but staff decided against allowing the cul de sac due to the continued maintenance that would require. Glen Gammell said this will be an asphalt trail that will connect into the existing park entrance on the east side. Bill Morris pointed out the east parcel of the park is currently unincorporated and we need to incorporate that area and could possibly do a boundary adjustment and annexation at the same time. He recommended the approval come from the City Council and staff will put this in writing and have the Mayor sign off on the project.

Council Member Loveland asked how much maintenance this will require. Bill Morris said mostly maintenance of the asphalt trail with the wetlands being minimal maintenance. The trail would be great access for residents. Bill Morris said the trail must be built to standards. Glen Gammell said the HOA would have to take this over if we do not. Council Member Weiss asked how difficult the annexation and boundary adjustment would be. Bill Morris said he would work with the City Administrator of North Ogden to see if they would approve the boundary adjustment. Both City Council's would have to approve that. Council Member Loveland asked what would be included in the letter. Bill Morris said our acknowledgment and willingness to take over the wetlands and trail maintenance. Glen Gammell said the letter would also need to include something to keep road traffic out of the area to prevent use as a road, man hole access, and cleanup of the wetlands.

Council Member Jackson asked for clarification this is just Council giving permission. Council Member Christensen asked if Public Works is okay with this. Bill Morris said that is why this is on the agenda, to go through the proper channels. Council Member Loveland asked how likely North Ogden might be to agree. Bill Morris said he cannot speak to that. Bill Morris said it is possible for us to own property within another city's boundary.

MOTION: Council Member Weiss motioned to approve Mayor is authorized to sign a letter in accordance with what was discussed tonight. Spring Meadows Subdivision trail connection/maintenance. Council Member Loveland seconded the motion. All Council Members voted aye. Motion passed.

c. Discussion/possible action to approve purchase of 2021 CAT Compact Track Loader and Accessories.

Glen Gammell reviewed the memo regarding the proposed purchase of this equipment. Public Works currently has one tractor with one mower with one person. Using that tractor to plow puts full size weight (18,000 pounds) on sidewalks; they are unable to handle that. With the new stamping along the Larson Lane sidewalks will need to be sealed every two years. Also, the Highway 89 corridor needs to be mowed. We only own one back hoe; if this breaks down, we have no way to add salt to plow trucks either. There is a lot of water in the city, with

maintenance of quite a few basins which are swampy and the large tractor will sink if there is too much pressure on swampy land. They will have to install chains and pack through the area. This compact track loader is like a swiss army knife of machinery with options for multiple attachments for future maintenance. This will be a 10-year machine with payments coming out of motor pool for five years. Council Member Jackson asked if Wheeler Cat is a government bid. Glen Gammell confirmed yes, we would likely make money if we decided to sell within a few years. Council Member Wilhelmsen asked how this fits into the lease program. Glen Gammell said the leasing program was for vehicles, not equipment; they do not lease this type of equipment. Council Member Wilhelmsen asked if this would last for 10 years. Glen Gammell said that will depend on snow years and the maintenance of the machine. Council Member Jackson asked if this is low enough to get into hard areas. Glen Gammell said they tested out a tractor to put in the basin at the Public Works facility. There is good weight distribution on these machines. Council Member Wilhelmsen said this is probably needed. Glen Gammell said we do not have a snow blowing option, with the expansion of the trail system, this will take care of those issues. Council Member Weiss asked for clarification of where they money will come from to pay. Glen Gammell said from Class C Road Funds, Storm Water Utility, and Transportation Tax. Mayor Tais said we have a dedicated savings with the motor pool to support the fleet, we pay for the equipment up front and the department pays that back to motor pool over the course of five years. Council Member Jackson said he is comfortable with going through the state bid.

MOTION: Council Member Loveland motioned to approve purchase of 2021 CAT Compact Track Loader and Accessories. Council Member Wilhelmsen seconded the motion. A Roll Call Vote was taken.

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

Motion passed 5-0.

d. Discussion/possible action to approve 2021 Crack Seal Projects.

Glen Gammell explained we had an issue over on 100 East that cost \$9,000 to replace the road after street sweeping because we were left with a safety issue. The Plush Nest subdivision has not had any crack seal maintenance and this needs to be taken care of from 100 East to 125 East. We were only able to receive two bids because contractors are so busy. He recommended LaRose Paving who is the low bid on the project. Council Member Loveland asked if we have worked with them in the past. Glen Gammell said they have done good work for the city in the past.

MOTION: Council Member Weiss motioned to approve 2021 Crack Seal Projects for \$16,869 to LaRose. Council Member Christensen seconded the motion. A Roll Call Vote was taken.

Council Member Loveland	Yes
Council Member Jackson	Yes
Council Member Christensen	Yes
Council Member Weiss	Yes

Council Member Wilhelmsen Yes

Motion passed 5-0.

e. Discussion/possible action to approve purchase of cross walk safety sign.

Glen Gammell explained this was proposed to install crossing lights on 2000 North by Orion Jr. High. The school agreed to donate \$1,000 towards the purchase. He outlined the out-of-pocket expense to the city. These are solar powered signs. Council Member Jackson asked where this will be paid from. Glen Gammell said from Class C Road Funds. Council Member Weiss asked how soon they could be installed. Glen Gammell said they will need to wait until school is out for installation; they will be in place for next school year.

MOTION: Council Member Jackson motioned to approve purchase of cross walk safety sign. Council Member Wilhelmsen seconded the motion. A Roll Call Vote was taken.

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

Motion passed 5-0.

6. Public Comments - (3 minute maximum)

Amy Walker, 351 West 1600 North, said about this time last year, the City removed playground equipment from the Main City Park and another Park. They were told on the city website there would be something in place within a year. She contacted Bryan Fife, who suggested she come to City Council meeting. She is willing to help out in any way she can to make this happen. She recognizes the cost to the city but requests these be replaced for children's physical and mental health.

Bill Morris informed Council Millennium Park is included in the Golf Course development which should be coming forward next month for approval. As far as the Main Park, he suggested Bryan contact Game Time and write a RAMP grant to get the Main Park equipment replaced. Bryan Fife agreed the RAMP grant would be an option. Bill Morris said Game Time offers a grant for half pricing on playground equipment. The golf course will pick out their own but we have some control. Mayor Tait said she thought about Lifetime products but we have to meet certain standards as a city. Bill Morris said this will likely be over \$100,000 but with a half price grant we might be able to find some additional funding.

7. Mayor/Council Follow-Up.

a. Cabin and Bowery Reservations.

Mayor Tait asked for an open discussion about cabin and bowery reservations. Bill Morris suggested July 1, 2021 because the Governor expects for the public to not have to wear masks by July 4th. Mayor Tait asked if the splash pad is ready to open on schedule. Bryan Fife said he is planning to open at the regular opening date, but will do as the Council requests. We do have the budget to open on time. Council Member Loveland expressed concern with opening too soon and having to shut down again. Bill Morris said with the July 1st date, most of the public will have received vaccinations in addition to summer bringing less cases.

Council Member Weiss asked if the allowable numbers will increase by July 1st, with approved numbers at 50 people right now. Council Member Jackson asked if this is the splash pad, cabin, and bowery. Council Member Weiss asked if the appropriate improvements had been made to the cabin. Glen Gammell explained the improvements made with CARES money. Council Member Weiss asked about the counter tops. Glen Gammell said there is not money in the budget to address this. Mayor Tait said they could not meet the deadline for CARES money spending in the time frame for the counter tops.

Glen Gammell explained the bark beetles are not a structural risk yet, but will be in the future. Mayor Tait suggested postponing this until next month. Bill Morris said staff is being contacted regularly about reservations. Giving the public a definite date helps the residents understand. Council Member Christensen said he is fine with the bowery anytime but July 1st for the splash pad and cabin. Council Member Wilhelmsen asked if the counter tops meet code. Glen Gammell said they will not pass the health code because people cut on the Formica countertops and leaving scratches. This would need to be included in the budget, and he could solicit some bids. Council Member Weiss asked what counter top would be best. Glen Gammell said stainless steel or granite is best. Mayor Tait suggested holding off by a year to see if grant money could be found. Bill Morris asked what the RAMP grant money was used for. Glen Gammell said that was used towards the park building upgrades. Mayor and Council agreed to July 1st for cabin and splash pad reservations and the opening of the splash pad.

b. ULCT Conference Update.

Mayor Tait informed Council there is no longer a Covid test requirement for attending the ULCT conference in person.

Council Member Wilhelmsen asked for a follow up on canal issues on Pennsylvania. Glen Gammell explained the canal broke through the wall and started sink holes in two backyards. There is a 60-foot section of pipe being replaced by Marriott construction but they will not be going into the roadway.

Council Member Loveland said he has residents on North Harrisville Road asking about code enforcement issues. Mark Wilson said the police have been working on tearing down houses on Wall Avenue lately. Our current code enforcement officer retired this week. We have another officer on medical leave. Council Member Loveland asked what he should report back to his neighbors. Mayor Tait asked if this is the same letter that was previously submitted. Chief Wilson said they can sit down and come up with a plan. There are two houses on Wall Ave that have already been torn down and several more in the near future. The officer who retired did a good job and covered a lot of shifts and will be missed. Council Member Loveland thanked the police department for their response on concerns at the Deseret Industries.

Mayor Tait thanked those who participated in the walking tour of the Ashlar Cove Subdivision.

8. Adjourn.

Mayor Tait declared the meeting adjourned at 7:56pm.

ATTEST:

MICHELLE TAIT
Mayor

JENNIE KNIGHT

City Recorder
Approved this 11th day of May, 2021

DRAFT

Mayor and Councilmembers:

Budget Schedule:

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

Budget Summary (General Fund)

Revenues

Budgeted revenues in the General Fund, when compared to last year (excluding use of reserved funds, impact fees, and class C road funds) are up \$60,819. There is a budgeted increase in sales tax revenue of \$230,000. Budgeted fines are down \$25,000 from last year. No property tax rate above the certified tax rate is anticipated in this budget. There is a budgeted deficit in this budget in the amount of \$122,284.

Taxes	increase of \$264,381
Licenses and Permits	decrease of \$1,000
Intergovernmental Revenue	decrease of \$126,463
Services	decrease of \$3,800
Fines and Forfeitures	decrease of \$25,500
Miscellaneous	decrease of \$46,799

Expenditures

Budgeted expenditures in the General Fund when compared to last year (excluding transfers, expenditures of impact fee related items, and class C road funds) are down \$31,415.

Mayor & Council	decrease of \$198
Justice Court	increase of \$81
Administration	decrease of \$30,074
Non-Departmental	decrease of \$15,450
Police	decrease of \$78,730
Building Insp/Planning	increase of \$39,700
Public Works	decrease of \$2,539
Parks & Recreation	increase of \$55,795

Benefits

There is no merit increase in this budget.

Health insurance rates in this budget were increased by roughly 5.40% over last year's budget.

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

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

Personnel

There were some changes in allocation of wages and movement of employees between one department and another, but there no additional employees added.

Equipment
Police –
 New Vehicle
 New Vehicle
Parks –
 New Vehicle

Storm Water –
 Bobcat with attachments

Budget Summary (other funds)

Capital Projects Fund

There is an expenditure budgeted for miscellaneous in the amount of \$5,000.

Sewer Fund

The Sewer fee to the residents does not show an increase in the tentative budget. Commercial sewer rates also do not show an increase in the tentative budget. Rates were raised in the current fiscal year (FY 2021). We have received some last minute information from Central Weber Sewer about up-coming fee increases that will require some adjustment to our sewer rates to cover the increase.

Storm Water Fund

No fee increases are anticipated. Residential storm water fees are \$8.50 per month. Commercial storm water fees are \$8.50 per ERU per month. Rates were raised in the current fiscal year (FY 2021).

Garbage Fund

There are no increases for garbage fees in the tentative budget. The budget shows a loss and that is with no increase shown to the garbage/recycling provider (I haven't seen any increases, but would guess they are coming (fuel prices have been increasing)). Our current rates may need some adjustment to keep the fund healthy.

Lynn Fortie
Treasurer

Report Criteria:

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

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
GENERAL FUND						
TAXES						
10-31-100	GENERAL SALES AND USE TAXES	1,560,492	1,500,000	1,296,860	1,729,146	1,730,000
10-31-110	GENERAL PROPERTY TAXES	334,786	344,619	325,516	340,000	360,000
10-31-120	FRANCHISE TAX	369,925	325,000	262,624	350,165	325,000
10-31-130	REDEMPTIONS	2,693	6,000	4,780	6,374	5,000
10-31-140	911 EMERGENCY TAX	.00	.00	.00	.00	.00
10-31-150	VEHICLE TAX FEE IN LIEU	31,270	31,000	21,602	28,803	31,000
10-31-160	TRANSPORTATION TAXES	129,440	120,000	106,379	141,839	140,000
Total TAXES:		2,428,605	2,326,619	2,017,762	2,596,327	2,591,000
LICENSES AND PERMITS						
10-32-200	BUILDING PERMITS	51,573	60,000	34,341	45,788	50,000
10-32-205	PLAN CHECK FEE	17,539	20,000	16,666	22,222	20,000
10-32-210	BUSINESS LICENSES	45,629	43,000	47,708	48,000	48,000
10-32-230	PLAN APPLICATION FEES-ZONING	9,565	4,000	5,661	7,548	4,000
10-32-235	ENCROACHMENT PERMIT FEES	.00	.00	2,900	3,867	4,000
10-32-240	PARK IMPACT FEES	14,929	20,000	1,739	2,319	10,000
10-32-250	FIRE IMPACT FEE	.00	.00	.00	.00	.00
10-32-260	TRANSPORTATION IMPACT FEE	5,707	8,000	636	848	4,000
10-32-270	PUBLIC SAFETY IMPACT FEE	3,982	6,000	351	468	3,000
Total LICENSES AND PERMITS:		148,923	161,000	110,003	131,060	143,000
INTERGOVERNMENTAL REVENUE						
10-33-100	STATE LIQUOR FUNDS	10,281	16,000	9,928	10,000	10,000
10-33-150	SEAT BELT/EUDL	495	.00	.00	.00	.00
10-33-200	CLASS C ROAD FUNDS	255,853	230,000	207,539	250,000	260,000
10-33-300	GRANTS	23,736	127,140	12,316	16,422	6,676
Budget notes:						
Ramp - Population \$6,676						
10-33-399	CARES GRANT REVENUE	199,258	.00	373,598	498,131	1
Total INTERGOVERNMENTAL REVENUE:		489,623	373,140	603,381	774,553	276,677
CHARGES FOR SERVICES						
10-34-400	PARK & CABIN RESERVATIONS	6,458	8,000	.00	.00	7,000
10-34-600	SPECIAL SERVICES-PUBLIC WORKS	.00	.00	.00	.00	.00
10-34-700	YOUTH BASEBALL - RECREATION	.00	7,000	.00	.00	5,000
10-34-710	YOUTH BASKETBALL - RECREATION	5,025	5,800	2,277	2,277	5,000
10-34-730	SUMMER CAMP - RECREATION	.00	.00	.00	.00	.00
Total CHARGES FOR SERVICES:		11,483	20,800	2,277	2,277	17,000

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
FINES AND FORFEITURES						
10-35-510	FINES	145,213	175,000	86,170	114,894	150,000
10-35-520	WARRANT SERVICE	325	500	50	67	500
10-35-530	INTERPRETER FEES	.00	.00	.00	.00	.00
10-35-540	PUBLIC DEFENDERS FEES	512	1,000	648	863	500
10-35-550	CODE ENFORCEMENT FINES	.00	.00	.00	.00	.00
Total FINES AND FORFEITURES:		146,050	176,500	86,868	115,824	151,000
MISCELLANEOUS REVENUE						
10-36-440	HORIZONS BOOK SALES	40	.00	15	20	.00
10-36-450	MISCELLANEOUS REVENUE	113,669	43,000	6,978-	.00	50,000
Budget notes:						
Includes funding from Weber School District for SRO						
10-36-455	TRAFFIC SCHOOL REVENUE	1,113	1,500	.00	.00	1
10-36-460	HERITAGE DAYS CELEBRATION	1,830	.00	.00	.00	.00
10-36-470	YOUTH CITY COUNCIL	.00	.00	.00	.00	.00
10-36-600	INTEREST EARNED	14,093	16,000	4,253	5,670	5,000
10-36-602	CLASS C ROAD INTEREST	21,712	26,000	4,001	5,335	5,000
10-36-603	TRANSPORTATION TAXES INTEREST	6,687	7,500	1,716	2,288	2,000
10-36-604	PARK IMPACT INTEREST	10,946	12,000	1,456	1,941	2,000
10-36-606	FIRE IMPACT FEE INTEREST	.00	.00	.00	.00	.00
10-36-608	TRANSPORTATION IMPACT INTEREST	3,325	4,000	627	836	1,000
10-36-610	PUBLIC SAFETY IMPACT INTEREST	1,899	2,300	361	482	500
10-36-800	SALE OF ASSETS	.00	.00	.00	.00	.00
Total MISCELLANEOUS REVENUE:		175,314	112,300	5,450	16,572	65,501
CONTRIBUTIONS AND TRANSFERS						
10-39-950	USE OF FUND BALANCE	.00	191,818	.00	.00	122,284
10-39-960	USE OF RESERVE - CLASS C ROADS	.00	894,000	.00	2,422	885,000
10-39-970	USE OF TRANSPORTATION TAXES	.00	224,500	.00	.00	166,000
10-39-980	USE OF TRANSPORTATION IMPACT	.00	.00	.00	16,943	154,000
10-39-990	USE OF RESERVE - PARK DEVELOP.	.00	368,000	.00	95,740	328,000
Total CONTRIBUTIONS AND TRANSFERS:		.00	1,678,318	.00	115,105	1,655,284

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
MAYOR AND COUNCIL						
10-41-110	SALARIES AND WAGES	16,467	17,454	11,681	15,575	17,904
10-41-150	UNIFORM ALLOWANCE	.00	.00	.00	.00	500
10-41-199	CARES WAGES	.00	.00	.00	.00	.00
10-41-200	EMPLOYEE BENEFITS	1,507	1,891	1,142	1,523	1,943
10-41-210	INCENTIVES	.00	.00	.00	.00	.00
10-41-330	TRAVEL & TRAINING	640	5,000	149	1,300	3,500
10-41-380	ENTERTAINMENT & FOOD EXP	206	600	.00	.00	600
10-41-600	YOUTH COUNCIL	.00	300	.00	.00	300
10-41-640	SUBSCRIPTIONS & MEMBERSHIPS	4,167	4,000	3,877	4,000	4,300
Total MAYOR AND COUNCIL:		22,986	29,245	16,849	22,398	29,047

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
JUSTICE COURT						
10-42-110	SALARIES AND WAGES	46,560	55,594	42,773	57,031	57,708
10-42-130	OVERTIME	.00	.00	.00	.00	.00
10-42-150	UNIFORM ALLOWANCE	.00	.00	.00	.00	.00
10-42-199	CARES WAGES	.00	.00	.00	.00	.00
10-42-200	EMPLOYEE BENEFITS	30,669	37,016	26,250	35,000	38,683
10-42-330	TRAVEL & TRAINING	1,100	1,500	.00	.00	1,500
10-42-600	OFFICE SUPPLIES & EXPENSES	21	250	130	173	250
10-42-620	COURT WARRANT SERVICES	480	3,000	.00	.00	1,500
10-42-621	COURT WITNESS FEES	148	600	.00	.00	500
10-42-622	INTERPRETER	369	600	299	398	500
10-42-630	COURT LEGAL SERVICES	9,554	9,000	1,980	5,000	5,000
10-42-640	BOOKS, SUBSCRIPT, MEMBERSHIPS	3,422	1,000	3,032	3,032	3,000
10-42-650	VIDEO ARRAIGNMENT	.00	.00	.00	.00	.00
Total JUSTICE COURT:		92,323	108,560	74,463	100,634	108,641

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
ADMINISTRATION						
10-44-110	SALARIES AND WAGES	88,784	88,848	66,106	88,141	91,298
10-44-120	SALARIES & WAGES-TEMP/PARTTIME	59,385	69,640	36,354	48,472	56,250
10-44-130	OVERTIME	.00	.00	.00	.00	.00
10-44-150	UNIFORM ALLOWANCE	.00	200	.00	.00	200
10-44-199	CARES WAGES	1,689	.00	5,602	5,602	.00
10-44-200	EMPLOYEE BENEFITS	101,197	107,864	78,472	104,630	102,231
10-44-300	ENGINEERING SERVICES	91,205	60,001	36,528	60,000	55,000
10-44-330	TRAVEL & TRAINING	2,091	2,500	449	599	2,000
10-44-380	ENTERTAINMENT & FOOD EXP	223	500	249	332	500
10-44-500	PAYMENTS TO MOTOR POOL	4,272	4,266	3,204	4,272	4,266
Budget notes:						
Existing items:						
Jeep Renegade \$4,266						
10-44-540	PUBLIC NOTICES, ADVERTISING	1,698	3,000	2,157	2,876	2,000
10-44-590	FUEL	160	400	28	38	200
10-44-600	OFFICE SUPPLIES & EXPENSE	5,629	7,000	2,528	5,000	5,000
10-44-602	COPIER MAINTENANCE	794	500	549	732	700
10-44-610	BANK FEES/TAX PENALTIES	2,305	4,000	7,606	10,142	3,000
10-44-620	POSTAGE	1,394	1,500	1,315	1,753	1,500
10-44-640	BOOKS, SUBSCRIPT, MEMBERSHIPS	7,952	3,000	4,853	5,000	5,000
10-44-700	SPECIAL DEPT. EXPENDITURES	.00	.00	.00	.00	1,000
10-44-740	EQUIPMENT	.00	.00	.00	.00	.00
10-44-741	COMPUTER EQUIPMENT	6,196	12,000	7,126	7,126	5,000
Total ADMINISTRATION:		374,974	365,219	253,125	344,715	335,145

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
NON-DEPARTMENTAL						
10-45-220	SENIOR CITIZENS	.00	.00	.00	.00	1,000
10-45-301	COMPUTER SERVICES	27,387	32,000	20,734	27,645	25,000
Budget notes:						
Includes \$360 increase for IPAD data						
Includes \$500 increase for demographics information on website						
10-45-302	CITY WEBSITE MAINTENANCE	.00	500	160	213	450
10-45-303	CITY NEWSLETTER	4,270	4,500	2,897	3,863	4,500
10-45-304	COMCAST	4,767	5,000	3,753	5,005	5,000
10-45-310	AUDIT & ACCOUNTING SERVICES	6,200	6,200	6,330	6,330	6,500
10-45-320	ELECTION COSTS	7,096	.00	.00	.00	12,000
10-45-340	BUILDING/GROUNDS MAINTENANCE	.00	.00	.00	.00	.00
10-45-410	UTILITIES	39,965	43,000	29,244	38,992	40,000
10-45-430	CITY BLDGS CUSTODIAL	15,986	17,000	14,565	19,420	.00
10-45-480	EMERGENCY MANAGEMENT/CERT	.00	.00	.00	.00	.00
10-45-520	LIABILITY/PROPERTY INSURANCE	48,128	51,500	51,110	51,110	51,500
10-45-530	TELEPHONE	15,316	16,000	11,601	15,468	15,000
10-45-602	PRINTING SERVICES	65	100	.00	.00	100
10-45-630	LEGAL SERVICES	4,245	3,000	6,916	9,221	6,000
10-45-660	ANIMAL CONTROL	51,496	33,000	22,048	29,397	30,000
10-45-700	MISCELLANEOUS	670	1,500	1,086	1,448	1,000
10-45-701	SHREDDING	371	500	636	848	500
10-45-740	EQUIPMENT	64	.00	.00	.00	.00
10-45-750	CITY HISTORY GRANT	.00	.00	1,120	1,493	.00
10-45-751	UDOT GRANT	.00	.00	.00	.00	.00
10-45-760	CODIFICATION SERVICES	1,500	1,500	1,500	1,500	1,800
10-45-770	PROFESSIONAL SERVICES-STUDIES	.00	1,000	.00	.00	1,000
10-45-800	PARK IMPACT FEE EXPENSE	184,359	400,000	89,153	100,000	340,000
10-45-810	CABIN UTILITIES	2,870	4,000	1,670	2,227	3,500
10-45-820	CABIN REPAIRS & MAINT/FURNISHG	12,891	2,000	1,111	1,481	2,000
10-45-830	CABIN CLEANING	.00	.00	.00	.00	.00
10-45-910	RAMP EXPENDITURES	6,389	6,676	6,676	6,676	6,676
Budget notes:						
Ramp - Population \$6,676						
10-45-950	TRANSFER TO OTHER FUNDS	.00	.00	.00	.00	.00
10-45-999	CARES EXPENDITURES	692	.00	354,358	354,358	.00
Total NON-DEPARTMENTAL:		434,724	628,976	626,668	676,695	553,526

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
POLICE DEPARTMENT						
10-51-110	SALARIES AND WAGES	567,264	628,512	197,421	350,000	595,950
10-51-120	SALARIES & WAGES-TEMP/PARTTIME	20,441	20,000	13,442	17,923	20,000
Budget notes:						
The budget in this account is for 10 officers and 1 administrative support employee.						
10-51-121	COURT SECURITY WAGES	1,469	1,500	509	679	1,500
10-51-130	OVERTIME/HOLIDAY	3,713-	16,000	3,294-	16,000	16,000
10-51-140	PHYSICAL FITNESS INCENTIVE	.00	.00	.00	.00	.00
10-51-199	CARES WAGES	617	.00	235,465	235,465	.00
10-51-200	EMPLOYEE BENEFITS	385,650	515,824	305,140	406,854	443,919
10-51-300	TECHNICAL SERVICES	15,592	16,000	14,609	14,609	16,546
Budget notes:						
CSI						
10-51-305	PROFESSIONAL SERVICES	2,003	1,500	939	1,251	1,500
Budget notes:						
Blood draws						
10-51-310	NARCOTICS STRIKE FORCE	6,535	6,500	6,696	6,696	6,700
10-51-330	TRAVEL & TRAINING	3,637	9,000	3,720	4,959	10,000
10-51-430	EQUIPMENT REPAIR & MAINTENANC	10,632	19,000	8,129	10,839	20,000
10-51-500	MOTOR POOL PAYMENTS	84,312	78,294	58,725	78,300	98,134
Budget notes:						
New items:						
New vehicle \$9,920						
New vehicle \$9,920						
Existing Commitments						
Admin vehicle \$7,548						
Admin vehicle \$7,548						
1 patrol vehicle \$8,628						
Vehicle \$8,840						
Vehicle \$8,840						
Vehicle \$8,840						
Vehicle \$8,840						
2020 Explorer \$9,605						
2020 Explorer \$9,605						
10-51-520	BIKE PATROL / CANINE	.00	.00	.00	.00	.00
10-51-550	NAP	425	450	425	567	450
Budget notes:						
Network Access Point						
10-51-560	LEXIPOL	.00	5,000	3,063	4,084	5,000
10-51-590	GASOLINE	23,191	33,000	12,891	23,000	33,000
10-51-600	SUPPLIES & EXPENSES	5,319	5,500	2,753	11,000	6,000
10-51-602	PRINTING SERVICES	604	650	104	138	650
10-51-615	UNIFORM ALLOWANCE	7,533	8,800	4,715	7,000	9,600
Budget notes:						
\$800/person, 10 officers plus \$800 for part timers collectively.						
10-51-620	AMMO	2,127	3,000	.00	.00	3,500
10-51-640	SUBSCRIPTIONS & MEMBERSHIPS	720	950	200	267	1,050
Budget notes:						
Includes \$100 for Homicide Task Force contribution						
10-51-660	ANIMAL CONTROL	.00	.00	.00	.00	.00
10-51-665	MDC/AIRCARD	4,815	5,350	3,328	4,438	5,350
10-51-735	GRANT EXPENDITURES	12,235	.00	4,469	5,959	1
10-51-740	EQUIPMENT	6,224	9,350	5,447	7,263	10,000
10-51-741	COMPUTER EQUIPMENT	10,094	12,000	4,931	6,575	12,000
10-51-742	VERSATERM MAINTENANCE	.00	.00	.00	.00	.00

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
10-51-743	BODY ARMOR	1,946	3,000	.00	.00	3,000
10-51-745	ALCOHOL ENFORCEMENT-BEER TAX	9,025	16,000	616	821	16,000
10-51-746	SEAT BELT	317	.00	524	699	.00
10-51-747	EUDL	.00	.00	.00	.00	.00
Budget notes:						
Enforcement of Underage Drinking Laws						
10-51-748	OTHER MISCELLANEOUS	.00	.00	.00	.00	.00
10-51-749	ALCOHOL ENFORCEMENT-HWY SAFE	.00	.00	.00	.00	.00
10-51-750	SWAT	669	700	1,275	1,275	1,300
Total POLICE DEPARTMENT:		1,179,683	1,415,880	886,242	1,216,661	1,337,150

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
FIRE DEPARTMENT						
10-54-300	CONTRACT FIRE SERVICES	.00	.00	.00	.00	.00
10-54-350	FIRE IMPACT EXPENSE	.00	.00	.00	.00	.00
10-54-440	FIRE DISTRICT	.00	.00	.00	.00	.00
10-54-441	FIRE HYDRANTS	.00	.00	.00	.00	.00
10-54-540	DISPATCH - 911	.00	.00	.00	.00	.00
Total FIRE DEPARTMENT:		.00	.00	.00	.00	.00

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
BUILDING INSP/PLANNING						
10-56-110	SALARIES AND WAGES	23,733	.00	.00	.00	.00
10-56-120	SALARIES AND WAGES - PART TIME	.00	.00	.00	.00	.00
10-56-200	EMPLOYEE BENEFITS	9,634	.00	.00	.00	.00
10-56-240	PLANNING COMM.. REIMBURSEMENT	2,000	3,000	1,600	2,133	2,700
10-56-250	PROFESSIONAL PLANNER	28,742	10,000	11,344	20,000	25,000
10-56-260	BUILDING INSPECTIONS	.00	.00	.00	.00	25,000
10-56-306	PLAN CHECKS	.00	.00	4,720	6,293	1,000
10-56-330	TRAVEL & TRAINING	674	1,000	.00	.00	.00
10-56-640	SUBSCRIPTIONS & MEMBERSHIPS	.00	.00	.00	.00	.00
10-56-750	CODE ENFORCEMENT	266	500	68	91	500
Total BUILDING INSP/PLANNING:		65,049	14,500	17,732	28,517	54,200

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
PUBLIC WORKS/MAINTENANCE						
10-61-110	SALARIES AND WAGES	192,522	179,645	130,640	174,186	189,797
10-61-120	SALARIES & WAGES-TEMP/PARTTIME	.00	.00	.00	.00	.00
10-61-130	OVERTIME	1,270	3,000	128	171	3,000
10-61-150	UNIFORM ALLOWANCE	265	500	444	592	1,000
10-61-199	CARES WAGES	256	.00	1,188-	.00	.00
10-61-200	EMPLOYEE BENEFITS	118,704	104,462	80,906	107,874	115,090
10-61-330	TRAVEL & TRAINING	4,124	4,000	572	763	4,000
10-61-331	ENFORCEMENT TRAINING	.00	.00	.00	.00	.00
10-61-410	BLUE STAKES	821	1,000	538	718	2,000
10-61-425	TOOLS	3,774	3,000	1,734	2,312	3,500
10-61-428	INTEREST EXPENSE - LEASES	.00	.00	.00	.00	.00
10-61-430	EQUIPMENT REPAIR & MAINTENANC	11,662	14,000	6,660	8,879	16,000
10-61-431	BUILDINGS & GROUNDS	15,808	16,500	10,351	15,000	21,500
10-61-432	LEASE PAYMENTS	.00	.00	.00	.00	.00
10-61-433	EQUIPMENT PURCHASE	.00	.00	169	225	.00
10-61-435	SIDEWALK/ROAD REPAIRS	3,284	4,000	.00	.00	8,000
10-61-440	CLASS C ROAD EXPENSES	193,294	1,150,000	193,318	257,757	1,150,000
Budget notes:						
Includes \$12,851 payment to motor pool for Bobcat Skid Loader						
10-61-445	COMPUTERS	.00	.00	.00	.00	.00
10-61-450	STREET REPAIR & PATCHING	.00	.00	55	73	.00
10-61-459	SNOW REMOVAL - MATERIAL	2,707	10,000	6,513	6,513	12,000
10-61-460	SNOW REMOVAL - OVERTIME	6,652	5,000	2,397	2,397	5,000
10-61-470	SIGNS	1,002	1,500	1,206	1,608	1,500
10-61-480	TRANSPORTATION TAX EXPENDITUR	2,959	352,000	1,481	1,974	308,000
Budget notes:						
Includes \$1,837 payment to motor pool for Bobcat Skid Loader						
10-61-490	TRANSPORTATION IMPACT FEE EXP.	.00	.00	13,970	18,627	159,000
10-61-500	MOTOR POOL PAYMENTS	65,544	18,000	13,500	18,000	33,681
Budget notes:						
New Items:						
None						
Existing commitments:						
Kubota L Series Tractor \$7,903						
Caterpillar backhoe (trade-in old) \$7,525						
Qty 2 - F350 Trucks - Lease payment \$4,500 each						
Actual Sale less than budgeted in FY2021 \$9,253						
10-61-540	EMERGENCY MANAGEMENT	166	6,000	5,115	6,820	7,000
10-61-590	FUEL	16,386	28,000	10,071	20,000	17,000
10-61-735	GRANT EXPENDITURES	.00	.00	.00	.00	.00
Total PUBLIC WORKS/MAINTENANCE:		641,200	1,900,607	478,578	644,489	2,057,068

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
PARKS AND RECREATION						
10-71-110	SALARIES AND WAGES	167,040	161,252	115,525	165,000	189,955
10-71-120	PART TIME WAGES - RECREATION	17,560	19,476	762	1,015	19,476
10-71-121	PART TIME WAGES - SEASONAL	308	15,064	7,364	9,819	15,000
10-71-130	OVERTIME	1,134	2,000	.00	.00	2,000
10-71-150	UNIFORM ALLOWANCE	1,050	900	649	866	1,200
10-71-199	CARES WAGES	.00	.00	1,307	1,307	.00
10-71-200	EMPLOYEE BENEFITS	109,249	110,848	79,174	105,565	97,978
10-71-250	EQUIPMENT	2,983	2,000	2,407	3,210	2,000
10-71-260	BLDGS & GROUNDS	7,121	8,500	6,882	7,000	10,000
10-71-330	TRAVEL & TRAINING	2,270	2,500	.00	.00	2,500
10-71-410	UTILITIES RECREATION	4,242	7,500	2,792	4,000	7,500
10-71-430	FIELD MAINTENANCE	2,176	2,000	214	285	2,000
10-71-500	SPLASH PAD SUPPLIES/MAINT.	10,478	7,000	5,601	7,468	7,000
10-71-510	MOTOR POOL PAYMENTS	.00	.00	.00	.00	27,579
Budget notes:						
New Items:						
Ford XLT F250 \$7,302						
Existing Commitments:						
1/2 ton Truck for Bryan Fife \$6,660						
Jacobsen Mower \$13,617						
10-71-623	YOUTH BASEBALL/SOFTBALL	3,900	4,000	.00	.00	5,000
10-71-624	TOURNAMENTS	.00	.00	.00	.00	.00
10-71-625	ORION JR HIGH	1,050	1,200	.00	.00	1,200
10-71-626	YOUTH VOLLEYBALL	.00	.00	.00	.00	.00
10-71-628	YOUTH BASKETBALL	1,238	1,300	735	980	.00
Budget notes:						
Equipment (Jerseys, shorts, basketballs, pumps, needles, ball bags, tape, etc.)						
10-71-629	SUMMER CAMP	.00	.00	.00	.00	.00
10-71-630	SANTA AT THE CABIN	171	250	.00	.00	250
10-71-631	EASTER EGG HUNT	.00	700	.00	.00	700
10-71-632	FALL FESTIVAL	480	700	1,165	1,165	700
10-71-640	BOOKS, SUBSCRIPT, MEMBERSHIPS	2,000	2,300	2,000	2,000	2,300
Budget notes:						
Sportsites \$2,000						
10-71-730	HERITAGE DAYS CELEBRATION	13,273	.00	.00	.00	.00
10-71-732	BABY CONTEST	.00	.00	.00	.00	.00
10-71-733	LITTLE MISS HARRISVILLE	.00	.00	.00	.00	.00
10-71-734	DINNER/DANCE/BREAKFAST	867	.00	.00	.00	.00
10-71-738	FIREWORKS	5,360	5,500	5,360	5,360	5,500
10-71-840	IRRIGATION & SECONDARY	6,162	6,400	6,385	6,385	6,400
10-71-850	MISCELLANEOUS	8,494	4,000	6,112	8,149	14,947
Total PARKS AND RECREATION:		368,608	365,390	244,433	329,574	421,185

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
CONTRIBUTION/RESERVES						
10-90-100	INCREASE IN FUND BALANCE	.00	.00	.00	244,932	.00
10-90-200	RESERVE PARK IMPACT FEES	.00	.00	.00	.00	.00
10-90-210	RESERVE TRANSPORTATION IMPACT	.00	12,000	.00	.00	.00
10-90-220	RESERVE PS IMPACT	.00	8,300	.00	950	3,500
10-90-230	RESERVE TRANSPORTATION TAXES	.00	.00	.00	142,153	.00
10-90-300	RESERVE FIRE IMPACT FEES	.00	.00	.00	.00	.00
10-90-400	RESERVE CLASS C ROAD FUNDS	.00	.00	.00	.00	.00
Total CONTRIBUTION/RESERVES:		.00	20,300	.00	388,035	3,500
GENERAL FUND Revenue Total:		3,399,998	4,848,677	2,825,741	3,751,718	4,899,462
GENERAL FUND Expenditure Total:		3,179,545	4,848,677	2,598,090	3,751,718	4,899,462
Net Total GENERAL FUND:		220,454	.00	227,652	.00	.00

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
CAPITAL PROJECTS FUND						
REVENUES						
40-30-300	GRANTS	528,281	.00	354,348	472,464	.00
40-30-450	MISCELLANEOUS REVENUE	.00	.00	.00	.00	.00
40-30-600	INTEREST INCOME	20,194	20,000	3,612	4,815	5,000
Total REVENUES:		548,476	20,000	357,960	477,279	5,000
CONTRIBUTIONS AND TRANSFERS						
40-39-100	TRANSFERS FROM GEN FUND	.00	.00	.00	.00	.00
40-39-800	APPROPRIATION OF CAPITAL FUNDS	.00	5,007	.00	.00	8
40-39-900	SALE OF ASSETS	.00	.00	.00	.00	.00
Total CONTRIBUTIONS AND TRANSFERS:		.00	5,007	.00	.00	8

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
EXPENDITURES						
40-40-100	MISCELLANEOUS	.00	5,000	.00	.00	5,000
40-40-200	STREET/SIDEWALK PROJECTS	286,268	1	350,934	350,934	1
40-40-300	PARKS & TRAILS	.00	1	.00	.00	1
40-40-400	CAPITAL STUDIES	.00	1	.00	.00	1
40-40-500	BUILDINGS/RENOVATION & REMODEL	3,262	20,001	39,046	39,046	1
40-40-600	BUILDINGS - CONSTRUCTION	.00	1	.00	.00	1
40-40-700	EQUIPMENT	13,434	1	4,500	4,500	1
40-40-800	INCREASE IN FUND BALANCE	.00	1	.00	82,799	1
40-40-900	TRANSFERS TO OTHER FUNDS	.00	.00	.00	.00	1
Total EXPENDITURES:		302,964	25,007	394,479	477,279	5,008
CAPITAL PROJECTS FUND Revenue Total:		548,476	25,007	357,960	477,279	5,008
CAPITAL PROJECTS FUND Expenditure Total:		302,964	25,007	394,479	477,279	5,008
Net Total CAPITAL PROJECTS FUND:		245,512	.00	36,520-	.00	.00

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
SEWER FUND						
REVENUES						
50-30-100	TRANSFERS FROM GENERAL FUND	.00	.00	.00	.00	.00
50-30-200	SEWER CONNECTION INSPECTION	.00	.00	.00	.00	.00
50-30-240	SEWER IMPACT FEES	.00	.00	2,464	3,285	.00
50-30-450	SEWER MISCELLANEOUS REVENUE	.00	.00	.00	.00	.00
50-30-600	SEWER INTEREST RECEIVED	20,890	25,000	3,957	5,275	5,000
50-30-602	SEWER IMPACT FEE INTEREST	.00	.00	.00	.00	.00
50-30-720	SEWER SERVICE FEES	559,242	560,000	431,634	575,511	688,311
Budget notes:						
Current Fee \$24.05/ERU, 839 non residential, 1,567 residential						
50-30-800	CONTRIBUTED CAPITAL	.00	.00	.00	.00	.00
Total REVENUES:		580,131	585,000	438,054	584,071	693,311

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
SEWER						
50-62-110	SALARIES AND WAGES	.00	.00	8,340	11,120	53,845
50-62-200	BENEFITS	.00	.00	2,523	3,364	16,641
50-62-300	PROFESSIONAL & TECHNICAL SERV	.00	.00	.00	.00	.00
50-62-310	SEWER BILLING SERVICE CHARGE	13,006	13,000	8,697	11,596	14,000
50-62-460	SEWAGE TREATMENT	392,794	400,269	304,150	405,533	437,678
50-62-710	SEWER SYSTEM EXPANSION	.00	.00	.00	.00	.00
50-62-750	SEWER SYSTEM MAINTENANCE	3,162	550,000	1,379	1,838	550,000
50-62-800	SEWER BOND INTEREST PAYMENTS	.00	.00	.00	.00	.00
50-62-810	SEWER BOND PRINCIPAL PAYMENT	.00	.00	.00	.00	.00
50-62-850	INTERNAL INSPECTION	47,313	60,000	62,089	62,089	60,000
Budget notes:						
Camera 1/2 of the city each year.						
50-62-900	DEPRECIATION	30,272	30,000	22,500	30,000	30,000
Total SEWER:		486,547	1,053,269	409,677	525,540	1,162,164
SEWER FUND Revenue Total:		580,131	585,000	438,054	584,071	693,311
SEWER FUND Expenditure Total:		486,547	1,053,269	409,677	525,540	1,162,164
Net Total SEWER FUND:		93,585	468,269-	28,377	58,531	468,853-

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
STORM WATER FUND						
REVENUES						
53-30-240	STORM WATER IMPACT FEES	40,041	90,000	327-	2,000	92,000
53-30-450	MISCELLANEOUS REVENUE	33,550	115,000	.00	.00	.00
53-30-460	LAND LEASING REVENUE	.00	.00	.00	.00	.00
53-30-600	STORM WATER INTEREST	5,474	7,000	1,010	1,347	1,500
53-30-602	STORM WATER IMPACT INTEREST	19,853	25,000	3,434	4,579	5,000
53-30-720	STORM WATER UTILITY FEES	143,789	126,000	147,403	196,537	365,000
Budget notes:						
Current Fee - \$8.50/ERU, 1,974 commercial, 1,547 residential						
53-30-740	CONSTRUCTION ACTIVITY FEE	.00	.00	650	867	28,000
53-30-800	CONTRIBUTED REVENUE	.00	.00	.00	.00	.00
Total REVENUES:		242,707	363,000	152,170	205,330	491,500

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
STORM WATER						
53-62-110	SALARIES AND WAGES	73,130	68,541	47,729	63,639	53,365
53-62-199	CARES WAGES	.00	.00	3,821	5,095	.00
53-62-200	EMPLOYEE BENEFITS	44,600	43,031	28,105	37,473	38,980
53-62-300	PROFESSIONAL & TECHNICAL SERV	.00	.00	.00	.00	.00
53-62-310	STORM WATER BILLING CHARGE	13,006	13,000	8,697	13,000	14,000
53-62-331	ENFORCEMENT TRAINING	.00	2,000	.00	.00	.00
53-62-400	ENGINEERING	.00	5,000	476	635	.00
53-62-428	INTEREST EXPENSE - LEASES	.00	.00	.00	.00	.00
53-62-432	LEASE PAYMENTS	.00	.00	.00	.00	.00
53-62-433	EQUIPMENT	.00	.00	.00	.00	.00
53-62-440	LAND LEASE EXPENDITURES	.00	.00	.00	.00	.00
53-62-500	MOTOR POOL PAYMENTS	15,420	15,420	11,565	15,420	3,699
Budget notes:						
Includes \$3,699 payment to motor pool for Bobcat Skid Loader						
53-62-600	STORM WATER MANAGEMENT	54,226	37,000	19,259	25,679	60,000
53-62-840	APPROACH/GUTTER REPLACEMENT	.00	10,000	.00	.00	.00
53-62-860	STORM WATER EXPANSION	.00	975,000	48,599	64,799	1,021,000
53-62-870	BUILDING CONSTRUCTION/O & M	.00	.00	.00	.00	.00
53-62-900	DEPRECIATION	36,235	36,000	27,000	36,000	36,000
53-62-910	PENSION EXPENSE	.00	.00	.00	.00	.00
Total STORM WATER:		236,617	1,204,992	195,252	261,740	1,227,044
STORM WATER FUND Revenue Total:		242,707	363,000	152,170	205,330	491,500
STORM WATER FUND Expenditure Total:		236,617	1,204,992	195,252	261,740	1,227,044
Net Total STORM WATER FUND:		6,090	841,992-	43,081-	56,410-	735,544-

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
STREET LIGHT/HYDRANT FUND						
REVENUES						
54-30-600	STREETS/HYDRANT INTEREST	149	150	64	86	100
54-30-720	STREETS/HYDRANT SERVICE FEES	11,309	10,000	15,493	20,657	20,000
Budget notes: Fee amount - \$.50/month residential, \$1.00/month commercial						
Total REVENUES:		11,459	10,150	15,557	20,743	20,100

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
STREET LIGHT/HYDRANT EXP.						
54-62-400	ENGINEERING	.00	1	.00	.00	.00
54-62-460	STREET LIGHT/HYDRANT EXP.	.00	10,000	.00	.00	10,000
Total STREET LIGHT/HYDRANT EXP.:		.00	10,001	.00	.00	10,000
STREET LIGHT/HYDRANT FUND Revenue Total:		11,459	10,150	15,557	20,743	20,100
STREET LIGHT/HYDRANT FUND Expenditure Total:		.00	10,001	.00	.00	10,000
Net Total STREET LIGHT/HYDRANT FUND:		11,459	149	15,557	20,743	10,100

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
GARBAGE FUND						
REVENUES						
60-30-100	TRANSFERS FROM GENERAL FUND	.00	.00	.00	.00	.00
60-30-600	INTEREST INCOME	620	1,000	12	16	50
60-30-710	GARBAGE SERVICE FEES	349,154	350,000	265,671	354,228	360,000
60-30-715	RECYCLING SERVICE FEES	79,810	80,000	61,065	81,420	83,000
Total REVENUES:		429,583	431,000	326,748	435,664	443,050

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
GARBAGE						
60-52-310	GARBAGE BILLING CHARGE	13,006	13,000	8,697	11,596	14,000
60-52-440	GARBAGE/RECYCLE CHARGES	438,307	420,000	303,175	440,000	440,000
Total GARBAGE:		451,313	433,000	311,872	451,596	454,000
GARBAGE FUND Revenue Total:		429,583	431,000	326,748	435,664	443,050
GARBAGE FUND Expenditure Total:		451,313	433,000	311,872	451,596	454,000
Net Total GARBAGE FUND:		21,730-	2,000-	14,876	15,932-	10,950-

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
MOTOR POOL FUND						
REVENUES						
61-30-100	TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.00
61-30-200	OUTSIDE LEASE REVENUE	.00	18,000	13,500	18,000	9,000
Budget notes:						
Qry 2 F350 Trucks - Public Works						
61-30-300	INTERNAL LEASE REVENUE	169,548	97,980	73,494	97,992	180,210
Budget notes:						
Admin						
Jeep Renegade \$4,266						
Police						
New items:						
New vehicle \$9,920						
New vehicle \$9,920						
Existing Commitments						
Admin vehicle \$7,548						
Admin vehicle \$7,548						
1 patrol vehicle \$8,628						
Vehicle \$8,840						
Vehicle \$8,840						
Vehicle \$8,840						
Vehicle \$8,840						
Vehicle \$9,605						
Vehicle \$9,605						
Public Works						
New Items:						
None						
Existing commitments:						
Kubota L Series Tractor \$7,903						
Caterpillar backhoe (trade-in old) \$7,525						
Difference in Sale of vehicles from last year (FY2021)						
Class C Road Funds						
Bobcat with attachments \$12,851						
Transportation Tax Funds						
Bobcat with attachments \$1,837						
Parks						
New Items:						
Ford XLT F250 \$7,302						
Existing Commitments:						
1/2 Ton Truck for Bryan Fife \$6,660						
Jacobsen Mower \$13,617						
Storm Water						
Bobcat with attachments \$3,699						
61-30-450	MISCELLANEOUS REVENUE	28,236	.00	.00	.00	.00
61-30-600	INTEREST EARNED	13,163	15,000	2,779	3,705	4,000
61-30-800	SALE OF ASSETS	.00	162,000	34,209	34,209	20,000

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	Total REVENUES:	210,947	292,980	123,982	153,906	213,210

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
EXPENDITURES						
61-40-400	OUTSIDE LEASE PAYMENTS	.00	18,000	18,000	18,000	9,000
61-40-428	INTEREST EXPENSE - LEASES	.00	.00	.00	.00	.00
61-40-620	ASSET PURCHASES	.00	89,100	128,509	188,509	125,864
Budget notes:						
Police						
	New Vehicle	\$46,000	(equipped)			
	New Vehicle	\$46,000	(equipped)			
Public Works						
None						
Parks						
	Ford XLT F250	\$33,864				
61-40-630	RETURN VALUE OF SOLD ASSETS	.00	115,000	.00	.00	.00
61-40-900	DEPRECIATION	177,093	160,000	119,997	159,996	170,000
Total EXPENDITURES:		177,093	382,100	266,506	366,505	304,864
MOTOR POOL FUND Revenue Total:		210,947	292,980	123,982	153,906	213,210
MOTOR POOL FUND Expenditure Total:		177,093	382,100	266,506	366,505	304,864
Net Total MOTOR POOL FUND:		33,854	89,120-	142,525-	212,599-	91,654-

Account Number	Account Title	2019-2020 Pri Year Actual	2020-2021 Cur Year Budget	07/20-03/21 Cur YTD Actual	2020-21 Cur Year Projected Budget	2021-2022 Proposed Budget
LONG TERM DEBT FUND						
Department: 40						
95-40-100	GEN GOVT PENSION EXPENSE	63,741	.00	.00	.00	.00
95-40-110	PUBLIC SAFETY PENSION EXPENSE	.00	.00	.00	.00	.00
95-40-120	PUBLIC WORKS PENSION EXPENSE	.00	.00	.00	.00	.00
95-40-130	PARKS & REC PENSION EXPENSE	.00	.00	.00	.00	.00
Total Department: 40:		63,741	.00	.00	.00	.00
LONG TERM DEBT FUND Revenue Total:		.00	.00	.00	.00	.00
LONG TERM DEBT FUND Expenditure Total:		63,741	.00	.00	.00	.00
Net Total LONG TERM DEBT FUND:		63,741-	.00	.00	.00	.00
Net Grand Totals:		525,483	1,401,232-	64,337	205,667-	1,296,901-

Report Criteria:

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



HARRISVILLE CITY

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

MAYOR:

Michelle N. Tait

COUNCIL MEMBERS:

Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Kenny Loveland

Memorandum

To: Harrisville Mayor and City Council
From: Jennie Knight
Date: May 6, 2021
Re: Resolution 21-04; a resolution accepting a petition for Annexation of Certain Real Property.

A Petition for Annexation of Territory from Anthony and Shawna Bown was received on April 20, 2021. The annexation petition meets the requirements of UCA §10-2-403(3). The Harrisville 2019 Annexation Policy Plan includes the west portion of parcel 17-068-0104 be annexed into Harrisville City.



Staff gives a positive recommendation based on the petition meeting the state law requirements and being consistent with the 2019 Annexation Policy Plan. Harrisville Resolution 21-04 meets the requirements set forth in UCA §10-2-405 to accept the petition.

RESOLUTION 21-04

A RESOLUTION OF HARRISVILLE CITY, UTAH, ACCEPTING A PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY UNDER THE PROVISIONS OF SECTIONS 10-2-405, UTAH CODE ANNOTATED, 1953 AS AMENDED.

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

WHEREAS, Chapter 2 of Title 10 of the *Utah Code Annotated* provides the process of annexation of unincorporated area into a municipality by a petition for the same; and

WHEREAS, the City received a petition from Anthony and Shawna Bown on April 26, 2021, requesting annexation of certain real property located in an unincorporated area contiguous to the present boundaries of the City be annexed into the City; and

WHEREAS, said petition contains the signature of owners of private real property that is: 1) located within the City’s area proposed for annexation; 2) covers a majority of the private land areas within the area proposed for annexation; and 3) is equal in value to at least one-third (1/3) of the value of all the private real property within the area proposed for annexation; and

WHEREAS, the petition was accompanied by an accurate map, prepared by a licensed surveyor, of the area proposed for annexation; and

WHEREAS, said petition appears to comply with all applicable requirements of Title 10, Chapter 2, Part 4, of the *Utah Code Annotated*, 1953, as amended,

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

Section 1. Petition Acceptance. In accordance with *Utah Code Annotated* §10-2-405(1)(a)(i)(A)(II), 1953 as amended, the Petition to Annex, as provided in the attached Exhibit “A” incorporated herein by this reference, is hereby accepted for further consideration as provided in Title 10, Chapter 2, Part 4, of the *Utah Code Annotated*, 1953, as amended.

Section 2. Determination for Certification. The petition incorporated herein is hereby referred to the city recorder for determination of whether the petition meets the requirements for certification in accordance with *Utah Code Annotated* §10-2-405(2), 1953 as amended.

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

PASSED AND APPROVED by the Harrisville City Council this 11th day of May, 2021.

MICHELLE TAIT, Mayor

Roll Call Vote:

Mr. Wilhelmsen Yes No

ATTEST:

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

JENNIE KNIGHT, City Recorder

DRAFT

PETITION FOR ANNEXATION
OF TERRITORY
TO HARRISVILLE CITY, UTAH

Petition No. _____
Filed in the Office of the Recorder
By Tony & Shawna Bawn
Date 4/20/21
Fee \$300.00 Ck# 4092

TO THE COUNCIL OF HARRISVILLE CITY:

The undersigned real property owners respectfully petition and pray that the following described lands and territory in Weber County, Utah, be immediately annexed to Harrisville City, to wit:

[Please insert or attach legal description of property to be annexed.]

See attached.

In support of this petition, the petitioners respectfully declare and represent that they are a majority of the owners of the private real property located within the above-described territory and are the owners of not less than one-third (1/3) in value of all said territory as shown by the last assessment rolls of Weber County, State of Utah, and that the said territory lies contiguous to the corporate limits of Harrisville City, a municipal Corporation of Utah.

**THE PETITIONER MUST SUBMIT A COPY OF THIS PETITION TO THE WEBER
COUNTY CLERK THE SAME DAY IT IS FILED WITH HARRISVILLE CITY**

The petitioners further file herewith the original mylar and three (3) counterparts of an accurate map or plat of the territory sought to be annexed which the petitioners have caused to be made by and under the supervision of Andy Hulbrook - Great Basin Eng., a competent surveyor and engineer licensed under the State of Utah.

License Number 6242920

* Contact Sponsor:

[Signature] 29310 Castlehill Dr; Agoura Hills CA 91301
Name Address Phone

*Sponsors:

[Signature] 29310 Castlehill Dr. Agoura Hills CA 91301

Name Address Phone

*Other Petitioners:

Name Address Phone

***All signatures must be notarized.

State of Utah)
) SS
County of Weber)

On the ___ day of _____, 20___, personally appeared before me _____

The signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary
Residing at: _____
Commission expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of LOS ANGELES }

On APRIL 21 2021 before me, MARGARET CORRIDORI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ANTHONY AND SHAWNA BOWN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Margaret Corridori
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PETITION FOR ANNEXATION OF TERRITORY

Document Date: 4/21/2021 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

April 20, 2021

Bown Harrisville Annexation
BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 33.5 feet more or less, East on the South Boundary line from the Southwest Corner of that certain Annexation Plat to North Ogden found at Book 72 Page 047 of plats, said point being 293.46 feet North 87°39'06" West along the Section line and 276.74 feet South 2°20'54" East from the Center of said Section 32; and running thence South 0°00'31" West 144.88 feet; thence North 89°59'29" West 36.62 feet; thence South 0°00'31" West 132.17 feet to Hidden Willow Estates West; thence along said Subdivision South 89°22'36" West 1094.92 feet to that certain annexation plat to Harrisville City found at Book 60 Page 80 of Plats; thence along said plat North 4°24'19" East 296.50 feet; thence South 89°37'43" East along a fence and its extension 1075.35 feet; thence North 1°29'49" West 0.93 feet to said North Ogden Annexation plat; thence South 88°55'51" East 33.45 feet to the point of beginning.

Containing 7.24 Acres more or less.

Plat of Addition to the Corporate Limits to Harrisville City

Ordinance No. _____

A part of the Southwest Quarter of Section 32, T7N, R1W, SLB&M, U.S. Survey
Weber County, Utah
March 2021

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Professional Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described hereon in accordance with Section 17-23-17 and that I have verified all measurements shown hereon this Plat of Addition to the Corporate Limits of Harrisville City, Weber County, Utah and that it has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Weber County Recorder's Office. Monuments have been found or placed as represented on this plat.

Signed this day of 04/19/2021

6242920
License No.

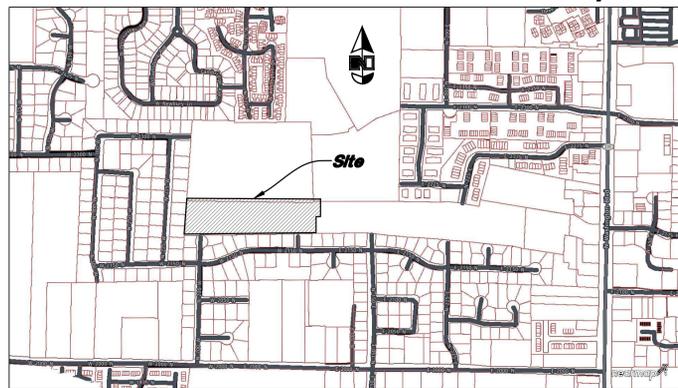
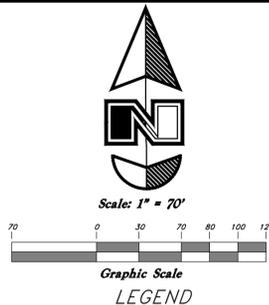
04/19/2021

6242920

ANDY HUBBARD

Professional Land Surveyor

Andy Hubbard



VICINITY MAP
Not to Scale

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 33.5 feet more or less, East on the South Boundary line from the Southwest Corner of that certain Annexation Plat to North Ogden found at Book 72 Page 047 of plats, said point being 293.46 feet North 87°39'06" West along the Section line and 276.74 feet South 2°20'54" East from the Center of said Section 32; and running thence South 0°00'31" West 144.88 feet; thence North 89°59'29" West 36.62 feet; thence South 0°00'31" West 132.17 feet to Hidden Willow Estates West; thence along said Subdivision South 89°22'36" West 1094.92 feet to that certain annexation plat to Harrisville City found at Book 60 Page 80 of Plats; thence along said plat North 4°24'19" East 296.50 feet; thence South 89°37'43" East along a fence and its extension 1075.35 feet; thence North 1°29'49" West 0.93 feet to said North Ogden Annexation plat; thence South 88°55'51" East 33.45 feet to the point of beginning. Containing 7.24 Acres more or less.

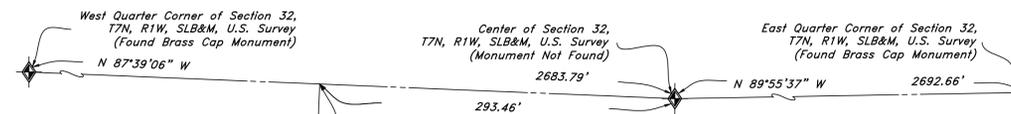
Northeast Corner of Section 32, T7N, R1W, SLB&M, U.S. Survey (Found Brass Cap Monument)

2698.33'

(Basis of Bearings)

S 0°45'59" W

2698.33'



NARRATIVE

This Annexation Plat was requested by Mr. John W. Hansen for the purpose of annexing the property shown into Harrisville City in preparation for development. Brass Cap Monuments were found at the Northeast Corner and East Quarter Corner of Section 32, T7N, R1W, SLB&M. A line with the bearing of South 0°45'59" West between the Brass Cap Monuments was used as the Basis of Bearings for this plat. Record Bearing and distances were held for areas adjoining existing Harrisville and North Ogden City limits. The Norther city boundary was placed on along the property boundary see record of survey filed with the County for more information.

HARRISVILLE CITY APPROVALS

This is to certify that we, the City Council of Harrisville City, Weber County, Utah have received a petition signed by a majority of the owners and the owners of at least one third in value of real property shown, requesting that said areas be annexed to the city of Harrisville, Utah and that a copy of the ordinance or resolution has been prepared for filing herewith in accordance with the provisions of Utah Code Annotated Sec. 10-2-425 and that we have examined and do hereby approve and accept the annexation of the area as shown on this final local entity plat as a part of said city.

Witness my hand and official seal this _____ day of _____, 2021.

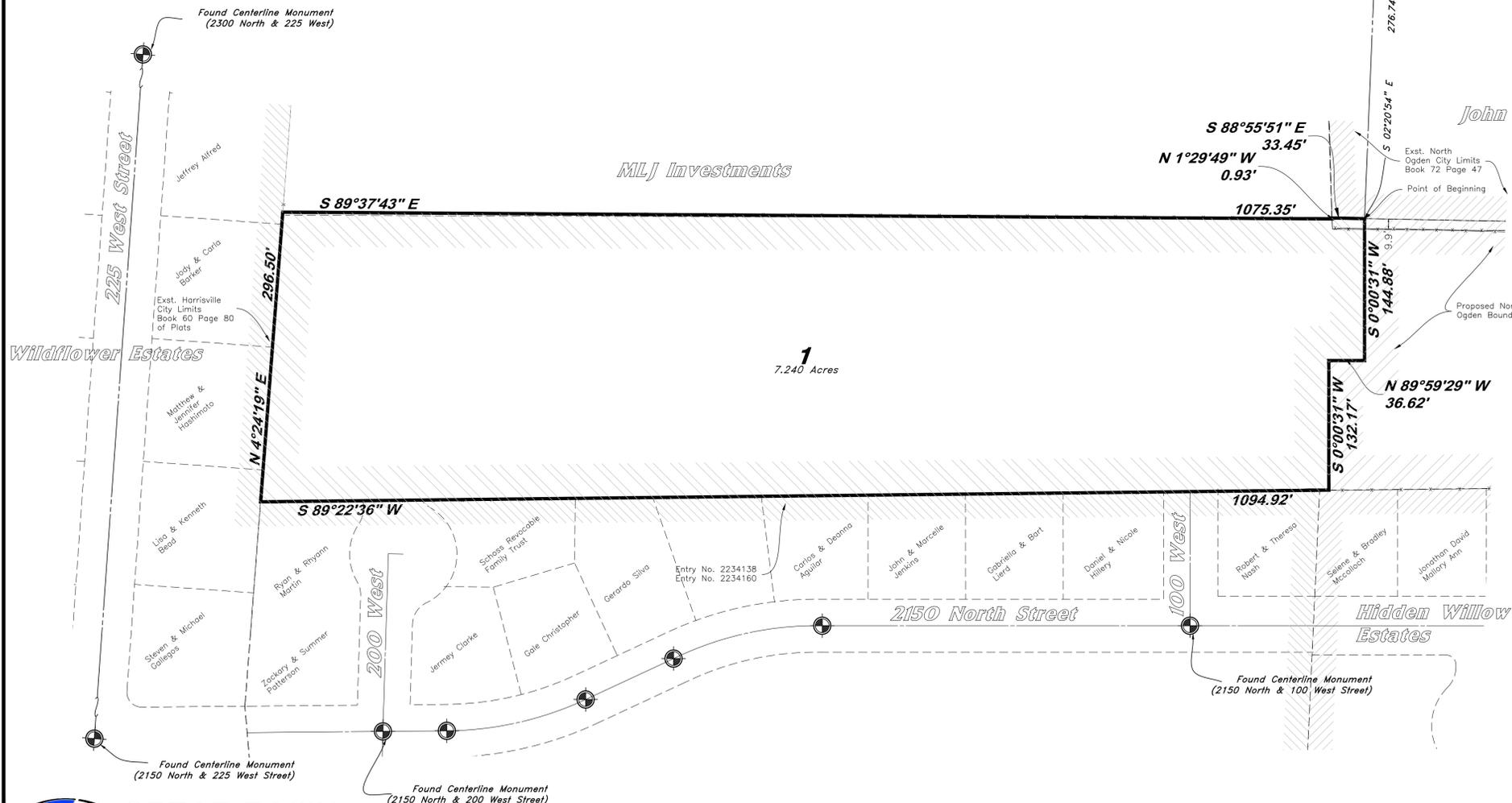
Approved: _____ Mayor _____ City Recorder

Weber County Surveyor

I hereby certify that the Weber County Surveyor's Office has reviewed this plat and all conditions for approval by this office have been satisfied. The approval of this plat by the Weber County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.

Signed this _____ day of _____, 2021.

Weber County Surveyor



GREAT BASIN ENGINEERING
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801) 394-4515 S.L.C. (801) 521-0222 FAX (801) 392-7544
WWW.GREATBASINENGINEERING.COM

WEBER COUNTY RECORDER	
ENTRY NO. _____	FEE PAID _____
RECORDED _____, AT _____	FILED FOR RECORD AND _____
IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____	RECORDED FOR _____
WEBER COUNTY RECORDER	
BY: _____	DEPUTY _____

ENGINEER:
Great Basin Engineering Inc
c/o Andy Hubbard
5746 South 1475 East Suite 200
Ogden, Utah 84403
(801) 394-4515

DEVELOPER:
John W. Hansen & Associates
c/o John Hansen
5730 South 1475 East
Ogden, UT 84403
(801) 479-1500



Mayor Michelle Tait

CITY *of* HARRISVILLE

363 West Independence Blvd · Harrisville, Utah 84404 · (801) 782-4100 · Fax (801) 782-1600

Memorandum

To: Mayor and City Council
From: Glen Gammell
Date: May 11th 2021
Re: Adoption of the Sewer Management plan

Summary:

Public Works is asking for the adoption of the new Sewer System Management Plan attached to this Memorandum.

The Sewer System Management Plan is required for all municipalities by the State of Utah's, Division of water quality.

The Sewer System Management Plan outlines Harrisville's maintenance and cleaning for all sewer pipes in Harrisville.

Thank You,
Glen Gammell
Building/Fleet Manager

**HARRISVILLE CITY
RESOLUTION 21-05**

SANITARY SEWER MANAGEMENT PLAN

A RESOLUTION OF HARRISVILLE CITY, UTAH, ADOPTING THE SANITARY SEWER MANAGEMENT PLAN.

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

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

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

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

WHEREAS, the City has prepared the Sanitary Sewer Management Plan (SSMP);

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

Section 1. Review and Adoption.

The City Council has reviewed and hereby adopts the Harrisville City Sanitary Sewer Management Plan dated May 2021, attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 2. UPDES Compliance.

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

Section 3. Effective Date

This Resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Harrisville City Council this 11th day of May, 2021.

MICHELLE TAIT, Mayor
Harrisville City

ATTEST:

JENNIE KNIGHT, City Recorder

Municipal Council
Roll Call Vote Tally:

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

Harrisville City Corporation

Sanitary Sewer Management Plan



May 2021



Prepared by
JONES & ASSOCIATES
Consulting Engineers



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Introduction

Harrisville City is a public entity established in Utah under the Utah State Code. Harrisville was settled in 1850, incorporated in 1962 and provides sewage collection within the City boundaries. This Sewer System Management Plan (SSMP) manual has been established to provide a plan and schedule to properly manage, operate, and maintain all parts of the sewer collection system to reduce and prevent Sanitary Sewer Overflows (SSOs), as well as minimize impacts of any SSOs that occur. The Management for this entity recognizes the responsibility it has to operate the sewer system in an environmentally and fiscally responsible manner. As such, this manual will cover aspects of the collection system program necessary to provide such an operation. This manual may refer to other programs or ordinances and by reference may incorporate these programs into this manual.

Definitions

The following definitions are to be used in conjunction with those found in Utah Administrative Code R317. The following terms have the meaning as set forth:

"BMP" means "best management practice"

"CCTV" means "closed circuit television"

"CIP" means a "Capital Improvement Plan"

"DWQ" means "the Utah Division of Water Quality"

"FOG" means "fats, oils and grease" *This is also referred to as a Grease Oil and Sand Program (GOSI).*

"I/I" means "infiltration and inflow"

"Permittee" means a federal or state agency, municipality, county, district, and other political subdivision of the state that owns or operates a sewer collection system or who is in direct responsible charge for operation and maintenance of the sewer collection system. When two separate federal or state agency, municipality, county, district, and other political subdivision of the state are interconnected, each shall be considered a separate Permittee.

"SECAP" means "System Evaluation and Capacity Assurance Plan"

"Sewer Collection System" means a system for the collection and conveyance of wastewaters or sewage from domestic, industrial, and commercial sources. The Sewer Collection System does not include sewer laterals under the ownership and control of an owner of real property, private sewer systems owned and operated by an owner of real property, and systems that collect and convey stormwater exclusively.

"SORP" means "Sewer Overflow Response Plan"

"SSMP" means "Sewer System Management Plan"

"SSO" means "sanitary sewer overflow", the escape of wastewater or pollutants from, or beyond the intended or designed containment of a sewer collection system

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

- affects more than five private structures;

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

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

"USMP" means the "Utah Sewer Management Program"

General SSO Requirements

The following general requirements for SSO's are stipulated in R317-801 and are included here as general information.

1. The permittee shall take all feasible steps to eliminate SSOs to include:
 - a. Properly managing, operating, and maintaining all parts of the sewer collection system;
 - b. training system operators;
 - c. allocating adequate resources for the operation, maintenance, and repair of its sewer collection system, by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures in accordance with generally acceptable accounting practices; and,
 - d. providing adequate capacity to convey base flows and peak flows, including flows related to normal wet weather events. Capacity shall meet or exceed the design criteria of R317-3.
2. SSOs shall be reported in accordance with the requirements below.
3. When an SSO occurs, the permittee shall take all feasible steps to:
 - a. control, contain, or limit the volume of untreated or partially treated wastewater discharged;
 - b. terminate the discharge;
 - c. recover as much of the wastewater discharged as possible for proper disposal, including any wash down water; and,
 - d. mitigate the impacts of the SSO.

SSO Reporting Requirements

R317-801 stipulates when and how SSO's are reported. Following are those reporting requirements as of 04/23/2012.

SSO Reporting. SSOs shall be reported as follows:

1. A Class 1 SSO shall be reported orally within 24 hours and with a written report submitted to the DWQ within five calendar days. Class 1 SSO's shall be included in the annual USMP report.
2. Class 2 SSOs shall be reported on an annual basis in the USMP annual report.

Annual Report. A permittee shall submit to DWQ a USMP annual operating report covering information for the previous calendar year by April 15 of the following year.

Sewer Use Ordinance

Harrisville City has a sewer use ordinance and regulations that have been adopted by the governing body. This ordinance contains the following items as stipulated by Utah State Code R317-801:

1. Prohibition on unauthorized discharges,
2. Requirement that sewers be constructed and maintained in accordance with R317-3,
3. Ensures access or easements for maintenance, inspections, and repairs,
4. Has the ability to limit debris which obstruct or inhibit the flow in sewers such as foreign objects or grease and oil,
5. Allows for the inspection of industrial users, and
6. Provides for enforcement of ordinance or rules violations.

The following elements are included in this SSMP:

- General Information
- Operations and Maintenance Program
- Sewer Design Standards
- Sanitary Sewer Overflow Response Plan
- Grease, Oil and Sand Interceptor Management Program
- SSMP Monitoring and Measurement Plan
- Sewer System Mapping Program
- Basement Backup Program

This program is intended to be a guidance document and is not intended to be part of a regulatory requirement. As such, failure to strictly comply with documentation requirements is, in and of themselves, not a failure of the program's effectiveness.

Documentation failures are intended to be identified during system self-audits and will be addressed as training opportunities. Significant system failures will be followed up with corrective action plans. This corrective action process will be implemented by all individuals involved in the SSMP program. Not all Harrisville City employees will necessarily be involved in the collection system operations. As such, not all employees will receive program training. Finally, although not a part of this SSMP program, Harrisville City is an active participant in the Blue Stakes of Utah Utility Notification system. This system, regulated under title 54-8A of the Utah State Code, stipulates utility notification of all underground operators when excavation takes place. The intent of this regulation is to minimize damage to underground facilities. Harrisville City has a responsibility to mark their underground sewer facilities when notified an excavation is going to take place. Participation in the Blue Stakes program further enhances the protection of the collection system and reduces SSO's.

General Information

This Sanitary Sewer Management Plan was adopted by the Harrisville City Council on May 11, 2021.

Responsible Representatives

The responsible representative, position, and phone number for Harrisville City with regards to this SSMP is:

Glen Gammell
Harrisville City Public Works
801-430-3505
ggammell@cityofharrisville.com

Roles and Responsibilities

The following positions have the described responsibility for implementation and management of the specific measures as described in the SSMP.

Manager (Public Works Director)

This individual is responsible for overall management of the sanitary sewer collection system. Responsibilities include working with governance to assure sufficient budget is allocated to implement the SSMP, maintenance of the SSMP documentation, development of a capital improvement program and general supervision of all staff.

Superintendent

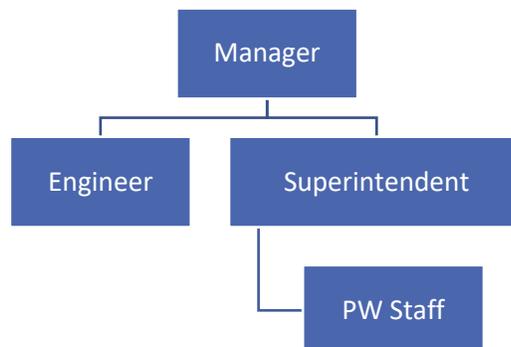
This individual is responsible for daily implementation of the SSMP. This includes maintenance activities, compliance with SORP requirements, and monitoring and measurement reporting requirements.

Engineer

This individual is responsible for the development and maintenance of collection system design standards, maintenance of collection system mapping and maintenance of the SECAP program.

Organization Chart

Below is the organization chart associated with the SSMP:



Operations and Maintenance Program

Harrisville City has established this sanitary sewer system operations and maintenance program to ensure proper system operations, to minimize any basement backups or SSOs, and to provide for replacement, refurbishment, or repair of damaged or deteriorated piping systems. The combined maintenance program should ensure that the environment and health of the public are protected at a reasonable cost for the end users. To this end, the following areas are described and included in this maintenance program:

- System Mapping
- System Cleaning
- System CCTV Inspection
- Manhole Inspection
- Defect Reporting
- Damage Assessment

System Mapping

An up-to-date map is essential for effective system operations. Harrisville City has assigned the mapping responsibility to the City Engineer who will prepare and maintain current mapping for the entire sanitary sewer system. Mapping may be maintained on either paper or in a graphical information system (GIS) or a combination of both. Current mapping is available at the office of the City Engineer and the Public Works Building.

Should any employee identify an error in the mapping, they should document the error on a defect report or in the GIS database and give it to the City Engineer.

System Cleaning

Sanitary sewer system cleaning is accomplished through various means and methods. Harrisville City has established a goal to clean the entire system every two years. Based on experience over the past, this frequency significantly reduces the number of basement backups, controls grease problems and flushes any bellies in the system. Systems which may have roots are mechanically rodded or hydraulically cut out and areas where restaurants are close together are hydraulically flushed with a high-pressure jet truck. The following methods are employed to provide system cleaning:

- Contractor Hydraulic Cleaning
- Harrisville City or Contractor Mechanical Rodding

Cleaning records are maintained at the Public Works Building and will be added to the GIS database in the future. Contractors are required to provide cleaning records associated with their work. Should the cleaning process identify a serious defect, the problem should be reported on a Defect Report Form. The Superintendent should be given the defect reports for further action. The defect report should be specific as to location and type of problem. A copy of the Defect Report Form is included at the end of this narrative section. A summary of cleaning activities shall be prepared annually by the Superintendent or designee. This summary will normally be presented to the Manager.

System CCTV Inspection

Closed Circuit TV inspections of the sanitary sewer system are used to assess pipe condition and identify problems or possible future failures which need current attention. The CCTV process

also identifies the piping condition to allow for replacement prior to failure. Generally, Harrisville City will conduct CCTV inspection with a contractor. Portions of the system will be inspected annually with the entire system being inspected every 2 years. This inspection frequency is based on the pipe aging process. As such, once the system has been inspected completely, change usually occurs gradually. CCTV will also be employed when a system's operation or capacity is questioned or when an SSO occurs. Any defects identified during the CCTV process should be reported on a Defect Report Form and the form should be given to the Superintendent for possible repairs.

Documentation of CCTV activities will be maintained at the Public Works Building. When contractors are employed to inspect the sanitary sewer system, they will be required to submit records for their work. The Superintendent will prepare an annual summary of CCTV completed for that calendar year.

Manhole Inspection

Harrisville City schedules annual inspection of the sanitary sewer manholes (M/H). The M/H inspection involves the identification of foreign objects and surcharging that may be present. Crews inspecting the manholes will be given maps by the Manager who will monitor the progress and completeness of the inspection process. When a potential defect is identified the manhole should be flagged. Flagged manholes should be checked by an operator within several days to determine further action. If, during the inspection process, the inspection crew believes a problem is imminent, they should immediately cease inspecting and inform the Superintendent of the problem. A cleaning crew should be dispatched immediately to ensure correct system operations. All inspection records should be retained for documentation of work performed.

Defect Reporting

Defect Reports generated through the cleaning, CCTV inspection, or manhole inspection programs will be prioritized for correction by the Superintendent. Any defects which have the potential for catastrophic failure and thus create a sanitary sewer overflow should be evaluated immediately and discussed with the City Engineer for repair. Repair methods may include:

- Spot Excavation Repairs
- Spot Band Repairs
- Segment Excavation Replacements
- Segment Lining
- Manhole Rehabilitation

When a defect is not flagged for immediate repair, it should be considered for placement on the "hot spot" list. This will allow for vigilant maintenance to ensure failure and a subsequent sanitary sewer overflow do not take place. Defect reports should be used in the budget process to determine what financial allocation should be made in the next Budget year. The Manger should include outstanding defects in the annual report.

Collection System Damage

Collection damage may occur because of multiple factors, some identified as a result of inspection activities and some identified as a result of damage by third parties such as contractors.

Damage Identification

The identification of system damage which may result in an SSO or basement backup is important to prevent environmental, public health, or economic harm. Identification of damage may be from either internal activities or external activities.

Internal activities which may result in the identification of damage include the following:

1. Collections Maintenance Activities
2. CCTV Inspection Activities
3. Manhole Inspection Activities

These three activities are discussed in this Maintenance Program and the identification of damage will result in the generation of a Defect Report. Generally, damage identification is an iterative and continuous process.

External activities which identify damages include:

1. Contractor Notification of Damage
2. Directional Drilling Notification of Damage
3. Public Damage Complaints

All three of these notifications generally require immediate response. Staff should respond and evaluate the seriousness of the damage and the effect on the environment. Damages which include a release to the environment should be handled in accordance with the SORP. Damages which cause a basement backup should trigger the Basement Backup program. Damages which remain in the trench should be de minimis and do not require more action than the repair of the damage.

Whatever the cause of collection system damage, the response should be expeditious to prevent environmental or economic harm. City staff should consider all damages an emergency until it is shown by inspection to be a lower priority.

Damage Response Actions

When damages occur in the collection system, the following actions help define the path staff should take. These action plans are not inclusive of all options available but are indicative of the types of response that may be taken.

Stable Damage

Inspection activities may show a system damage which has been there for an extended period. Such damage may not require immediate action but may be postponed for a time. When stable damage is identified and not acted upon immediately, a defect report should be prepared. If such a defect is identified and repaired immediately, a defect report is not needed. An example of stable damage could be a major crack in a pipeline or a severely misaligned lateral connection where infiltration is occurring.

Unstable Damage

Unstable damage is damage which has a high likely hood that failure will occur soon. Such damage may be a broken pipe with exposed soil or a line which has complete crown corrosion. In these cases, action should be taken as soon as there is a time, a contractor, materials, and other necessary resources available. When such unstable

damage is identified, if possible, consideration should be given to trenchless repairs which may be able to be completed quicker than standard excavation. Immediately after identification the Manager should be contacted to review and take care of budget considerations.

Immediate Damage

When a contractor or others damage a collection line such that the line is no longer capable of functioning as a sewer, this immediate damage must be handled expeditiously. Such damage allows untreated wastewater to pool in the excavation site, spill into the environment or possibly backup into a basement. Under such conditions, priority should be given to an immediate repair. Since excavation damage may be a result of contractor negligence or it could be a failure of Harrisville City to adequately protect the line by appropriately following the Damages to Underground Utilities Statute 54-8A, priority should be given to affecting a repair and not to determining the eventual responsible party.

As can be determined from the above action plans, priority should always be preventing SSO's and attendant environmental damage, to prevent basement backups and financial impacts, and to prevent public health issues.

Sewer Design Standards

Included, by reference, in this section are the sanitary sewer design standards for Harrisville City. These design standards are intended to be used in conjunction with Utah Administrative Code R317-3. Where a conflict exists between these two standards, the Administrative Code shall prevail.

- Harrisville City Public Works Standards for Development, Design, and Construction
- Harrisville City Municipal Code Section 4.07

Sanitary Sewer Overflow Action Plan

Whenever sanitary sewage leaves the confines of the piping system, immediate action is necessary to prevent environmental, public health or financial damage from occurring. In addition, quick action is normally needed to mitigate damage which may have already occurred. For this section, the following are part of the emergency action plan:

1. Basement backups
2. Sanitary sewer overflows
3. Sanitary sewer breaks which remain in the trench
4. Sewer lateral backups

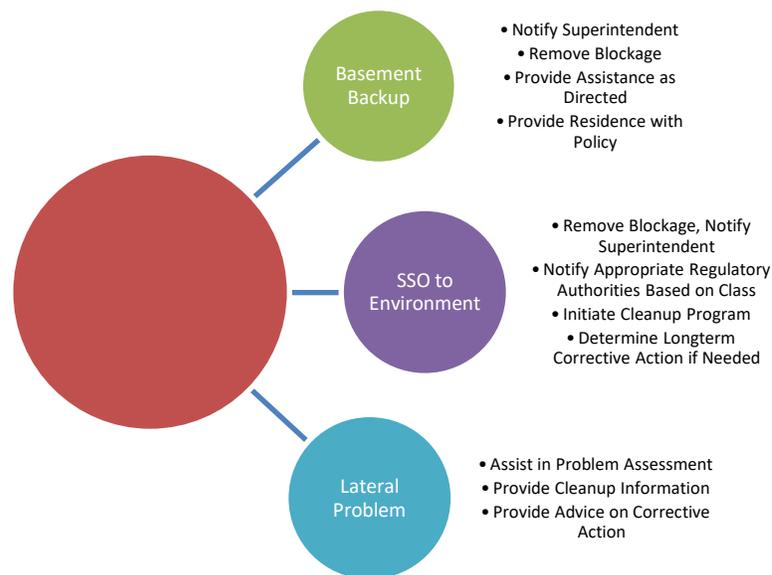
All of the above conditions are likely to cause some damage. Each should be treated as an emergency, and corrective actions taken in accordance with Harrisville City directions.

- Items 1 & 2 above should be reported immediately based on whether they constitute a Class 1 or Class 2 SSO.
 - As stated in the definition section of the SSMP Introduction, a Class 1 SSO is an overflow which affects more than five private structures; affects a public, commercial, or industrial structure; results in a significant public health risk; has a spill volume more than 5,000 gallons; or has reached Waters of the State. All other overflows are Class 2 SSO's.

- All Class 1 SSO's should be reported immediately.
- Class 2 SSO's should be documented and reported in the annual SSMP report and included in the Municipal Wastewater Planning Program submitted to the State.
- Item 3 may be reported to the local health department if, in the opinion of the responsible staff member there is potential for a public health issue.
 - An example of where a public health issue may be present is when an excavator breaks both a sewer and a water line in the same trench. In such cases, the local health department representatives should be contacted, and the situation explained. If the health representative requests further action on the part of the Harrisville City, staff should try and comply. If, in the opinion of the responsible staff member, the health department request is unreasonable, the Manager should be immediately notified. Care should always be taken to error on the side of protecting public health over financial considerations.
- When a basement backup occurs, the staff member responding should follow the Basement Backup Program procedures.
 - Lateral backups, while the responsibility of the property owner, should also be treated as serious problems.
 - Care should be taken to provide advice to the property owner in such cases, but the property owner is ultimately the decision maker about what actions should be taken.

Response Activities

There are specific steps that should be followed once a notification is received that an overflow may be occurring. The following figure outlines actions that could be taken when Harrisville City receives notice that a possible overflow has or is occurring.



General Notification Procedure

When a Class 1 SSO occurs specific notification requirements are needed. In such cases the following Notification procedure should be followed and documented. Failure to comply with notification requirements is a violation of R317-801.

Agency Notification Requirements

Both the State of Utah Division of Water Quality and the local health department should be immediately notified when an overflow is occurring. Others that may require notification include local water suppliers, affected property owners and notification may be required to Utah Division of Emergency Response and Remediation if hazardous materials are involved. The initial notification must be given within 24 hours. However, attempts should be made to notify them as soon as possible so they can observe the problem and the extent of the issue while the problem is happening. A notification form is provided to document notification activities. After an SSO has taken place and the cleanup has been done, a written report of the event should be submitted to the State DEQ within five days (unless waived). This report should be specific and should be inclusive of all work completed. If possible, the report should also include a description of follow-up actions such as modeling or problem corrections that has or will take place.

Public Notification

When an SSO occurs and the extent of the overflow is significant and the damage cannot be contained, the public may be notified through proper communication channels. Normally the local health department will coordinate such notification. Should Harrisville City need to provide notification - it could include press releases to the local news agencies, publication in an area paper, and leaflets delivered to homeowners or citizens in the area of the SSO. Notification should be sufficient to ensure that the public health is protected. When and if Federal laws are passed concerning notification requirements, these legal requirements are incorporated by reference in this document. In general, notification requirements should increase as the extent of the overflow increases.

Overflow Cleanup

When an overflow happens, care should be taken to clean up the environment to the extent feasible based on technology, good science, and financial capabilities. Cleanup could include removal of contaminated water and soil saturated with wastewater and toilet paper, disinfection of standing water with environmentally adequate chemicals or partitioning of the affected area from the public until natural soil microbes reduce the hazard. Cleanup is usually specific to the affected area and may differ from season to season. As such, this guide does not include specific details about cleanup. The responsible staff member in conjunction with the State DEQ, the local health department and the owner of real property should direct activities in such a manner that they are all satisfied with the overall outcomes. If, during the cleaning process, the responsible staff member believes the State or the County is requesting excessive actions, the Manager should be contacted.

Corrective Action

All SSO's should be followed up with an analysis as to cause and possible corrective actions. An SSO which is the result of grease or root plug may be placed on the preventative maintenance list for more frequent cleaning. Serious or repetitive plugging problems may require the reconstruction of the sewer lines. An overflow that results from inadequate capacity should be followed by additional system modeling and either flow reduction or capacity increase. If a significant or unusual weather condition caused flooding which was introduced to the sanitary sewer system incorrectly, the corrective

action may include working with other agencies to try and rectify the cross connection from the storm sewer to the sanitary sewer or from home drainage systems and sump pumps. Finally, should a problem be such that it is not anticipated to reoccur, no further action may be needed.

Grease, Oil, and Sand Management Program

Purpose

The purpose of this program is to provide for the control and management of grease, oil, and sand discharges to the Harrisville City collection system. This program will provide a means to reduce interference with the collection system operation and pass through at the treatment plant.

Regulatory Authority

Regulatory authority to implement this program is found in the Code of Federal Regulations in 40 CFR 403, General Pretreatment Regulations. State authority for the program is given in the Utah Administrative Code R317-8-8, Pretreatment. Local Authority is found in the Harrisville City Code.

Program Implementation

This program shall be implemented in such a manner as to minimize the impact on businesses which may be affected by this program. In all cases Harrisville City will maintain a uniform decision-making process. Harrisville City shall allow for appeals of program requirements in accordance with the appeal process approved by Harrisville City.

The following steps detail the procedure that Harrisville City personnel shall follow in implementing this program.

Evaluation

Harrisville City staff will evaluate an industrial user (IU) discharge to determine if grease, oil, or sand management is required at the following events:

1. Issuance of a construction or remodeling building permit.
2. When the collection line in front of the business is CCTV inspected as part of the sanitary sewer system preventative maintenance program.
3. When a downstream sanitary sewer pipeline plugs due to oil, grease, or sand.

No further action will be taken if it is determined that no potential exists for significant enrichment of the wastewater with grease, oil, or sand. Enrichment is defined as a discharge with greater volume or concentration of grease, oil, or sand than that discharged from a typical residential connection. For oil and grease, the typical residential discharge has less than 100 mg/L of oil and grease for any sample taken. Greater concentrations would be enrichment. Also, a significant buildup of oil and grease in the lateral would indicate enrichment. Sand and dirt are not typically discharged from a residential connection. Any potential for sand or dirt discharge would be enrichment.

Implementation

IU's which are determined to enrich or have the potential to enrich the wastewater with grease, oil, or sand will be required to develop a management plan in accordance with the following tracks.

TRACK 1

This track is available for IU's which exist at the time of program implementation. However, not all existing IU's may be permitted to use it. Determination will be made on a case-by-case basis. IU's on this track will be permitted to either pay a contractor or Harrisville City to clean the main sewer line from their place of business to the nearest trunk line. A trunk line is any sewer line which has an inside diameter of eighteen inches or larger or has been classified as a trunk line by Harrisville City. Cleaning frequency will be determined by inspections performed by Harrisville City.

TRACK 2

This track requires the IU to install and maintain a grease, oil and/or sand trap on their premises. Quarterly cleaning reports may be required at the discretion of Harrisville City. Harrisville City shall inspect and test the grease trap on a periodic basis. The following fees shall apply:

Inspection Fee	\$150.00
Testing Fee	\$100.00

Should the testing reveal grease and oil in excess of 100 mg/L, a fine as determined by the City for each pound of oil and grease discharged for the past reporting period shall be assessed. The pounds of grease and oil shall be determined by using the following equation:

$$(\text{Total Reporting Period water use in MG})(\text{mg/L O\&G} - 100)(8.34)$$

The IU will also be ordered to return to compliance immediately. Retesting will be done within thirty days if the trap has not been cleaned and a cleaning report submitted. Another inspection and testing fee will be assessed. Should the test results still not comply with the 100 mg/L oil and grease limit, enforcement will be escalated in accordance with the Harrisville City's Enforcement Response Plan. In addition, an entity which is frequently violating the 100 mg/L limit may be issued a pretreatment permit in order to further regulate the IU.

Should the testing reveal TSS in excess of 250 mg/L, a fine as determined by the City for each pound of TSS discharged for the past reporting period shall be assessed. The pounds of TSS shall be determined by using the following equation:

$$(\text{Total Reporting Period water use in MG})(\text{mg/L TSS} - 250)(8.34)$$

The IU will also be ordered to return to compliance immediately. Retesting will be done within thirty days if the trap has not been cleaned and a cleaning report submitted. Another inspection and testing fee will be assessed. Should the test results still not comply with the 250 mg/L TSS surcharge limit, the IU will be placed on a continuous inspection, testing and the surcharge schedule for TSS.

By following the steps discussed above, Harrisville City hopes to maintain a collection system free from excessive backups.

List of Acceptable Entities That Recycle Oil and Grease

The following list of grease and oil recyclers should be given to all IU’s who operate a grease trap. This list may not be all inclusive. Other recyclers may be used if it can be shown that they discharge of the waste appropriately.

Recycler	Phone Number	Address
Renegade Oil	801-973-7912	1141 S. 3200 W, SLC, Utah 84104

SSMP Monitoring and Measurement Plan

The purpose of this plan is to provide appropriate monitoring and measurement of the effectiveness of the SSMP in its entirety.

Records Maintenance

Harrisville City intends to maintain appropriate records on operations and maintenance of the sanitary sewer system to validate compliance with this SSMP. However, failure to meet standards set by State DWQ or other regulatory agency during an inspection does not constitute a violation of the SSMP. Rather, deficiencies identified during inspections should be viewed as an opportunity for improvement.

Operations Records

Operations records that should be maintained include the following:

- Daily cleaning records
- CCTV inspections records
- Manhole inspection records
- Hot spot maintenance list
- Spot repairs
- Major repairs
- System capacity information
- SSO or basement backup records including notification documents to appropriate agencies (call logs, etc.)
- Capital Improvement Plan

Records will be maintained by the Superintendent in a central location. Records may be maintained either on an electronic record or as a paper record. The extent of the record should be sufficient to demonstrate the activity recorded was completed appropriately.

Performance Measurement (Internal Audit)

Periodically, but not less than annually, Harrisville City should assess and audit the effectiveness of the elements of this SSMP. All elements should be reviewed for effectiveness as well as all records should be reviewed for completeness. An internal audit report should be prepared preferably annually but no less than once every five years which comments on the following:

- Success of the operations and maintenance program
- Success of other SSMP elements
- Adequacy of system capacity evaluations
- Discussion of SSO's and the effectiveness of the response to the event including corrective action
- Review of Defect reports and adequacy of response to eliminate such defects
- Opportunities for improvement in the SSMP or in SSO response and remediation

The annual audit report need not be extensive or long. It should, however, be sufficient to document compliance with the standards set in the SSMP. The audit reports should be maintained in accordance with the City's records retention schedule.

SSMP Updates

When a plan deficiency is identified through an audit, inspection or plan review, and the deficiency requires an SSMP update, the plan may be updated at the discretion of the Superintendent. SSMP updates should be recorded in a revision index maintained by the Superintendent.

SSO Evaluation and Analysis

At least annually in the internal audit and more frequently as needed, Harrisville City will evaluate SSO trends based on frequency, location, and volume. Trend evaluation will be empirical unless a large number occur sufficient to make a statistical analysis viable. If a trend is identified, a corrective action may be appropriate.

Public Communication and Outreach

Harrisville City will reach out to the public about the development, implementation and performance of the SSMP. This communication may be accomplished by any of the following methods:

- Public hearings
- Public meetings
- Newsletters
- Direct mailing
- Leaflets
- Other effective methods

Harrisville City will accept comments, either written or verbal and will review such comments for applicability.

Sanitary Sewer System Mapping

Maps of the Harrisville City Sanitary Sewer System have been created and include:

- Computer based GIS System
 - City Engineer maintains the GIS database and the Public Works staff has access to edit and add to the system online.
- Paper based mapping
 - Paper maps are printed off periodically as changes are made to the GIS system and are kept at the Public Works Building and at the office of the City Engineer.

Basement Backup Program

Basement backups are a serious impact on a home or business owner. As such, all reasonable efforts should be taken to prevent such backups from occurring. Sewer system backups are the result of several system problems. Such problems include any one or a combination of the following:

1. Laterals serving real properties are owned by the property owner and lateral maintenance is their responsibility. Roots, low points, structural failure, and grease are primary problems lateral owners face.
2. Backups caused by main line plugs are usually caused by roots, grease, low points, foreign objects and contractor negligence.
3. Piping system structural damage may cause basement backups. Such structural problems include age or deterioration damage, installation damage, excavation damage and trenchless technology damage.
4. Excess flow problems may surcharge a piping system and cause backups into homes. Excess flows usually occur when major storm waters inflow into sanitary sewers. Sanitary sewers are not designed for such flow. In addition, some homeowners may illegally connect foundation drains and sump pumps to the sanitary sewer system.

Basement Backup Response

When Harrisville City is notified about a basement backup, staff will log the complaint in a complaint log. The person receiving the call may log the backup complaint or may ask administrative staff to document the complaint.

All backup complaints shall be investigated by staff. If the investigation determines that the cause of the backup is only in the lateral, staff may offer technical information but should not take responsibility for cleanup or subsequent restoration.

When it is determined that the basement backup is the result of a mainline problem, Harrisville City will follow the policy approved by its governing authority. A copy of this policy should be given to the homeowner. It should be noted that all action Harrisville City takes are on a no-fault basis. Harrisville City does not accept liability, nor does it waive its governmental immunity.

Backup Prevention Design Standard

Harrisville City promotes system designs which minimize backups and insure proper operations. To this end Harrisville City has a design standard for all system construction. In addition, Harrisville City, complies with state design standards contained in R317-3. Finally for laterals, the following policy applies:

Policy on the Installation of Backflow Valves

Reference Regulatory Documents. The following regulations are referenced in the establishment of this policy:

- Utah Code Title 15A-2-103(c). This code section adopts the 2009 edition of the International Plumbing Code.
- The 2009 International Plumbing Code, section 715 Sewage Backflow.

Harrisville City Policy.

- Harrisville City Municipal Code Section 4.07.010.7.d.ii: ii: "Sewer laterals require appropriate clean out(s) and back-flow prevention device(s) installed and

maintained as part of an accessible valve box according to industry standards or practices.”

- The State of Utah has adopted the International Plumbing Code(IPC) as its plumbing building standard;
- Harrisville City use the IPC as their statute for plumbing construction and installation;
- And the IPC requires the installation of a sewage backwater valve “where the overflow rim of the lowest plumbing fixtures are below the next upstream manhole in the public sewer.”

Therefore, for new construction, Harrisville City requires the installation of backwater valves as stipulated by the IPC already propagated for all new construction.

**Harrisville City
Sanitary Sewer System Defect Report**

Date: _____

Time: _____

Location of Defect: _____

Identified by: _____

Description of Defect:

Urgency of Needed Corrective Action:

Immediate Action Required:

Repair or Correct Soon:

Problem Stable:

No Immediate Action Needed:

Recommended Remedial Action: _____

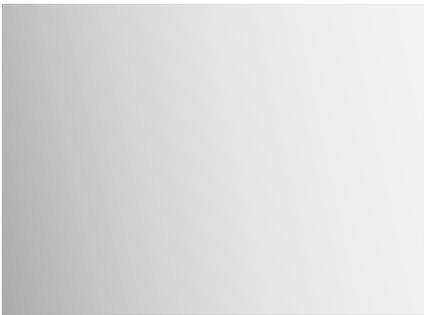
Harrisville City
Log of Contact with Other Agencies/People

Location of SSO: _____ Date of SSO: _____

Agency	Phone Number	Contact Made Yes/No	Time	Remarks
Utah DWQ	801-536-4300 or 801-231-1769			
Local Health Department	801-399-7160			
Utah DERR	801-536-4123			
Local Police Department	801-782-4100 or 801-395-8221			
Local Fire Agency	801-782-8159			
Applicable Water Agency	801-621-0474			
US EPA Region VIII	Consult with DWQ			

Other Contacts:

Contact Made With	Phone Number	Contact Made Yes/No	Time	Remarks
Central Weber Sewer District	801-731-3011			
Pineview Water	801-621-6555			
Harrisville City Public Works	801-782-4100			





Mayor Michelle Tait

CITY *of* HARRISVILLE

363 West Independence Blvd · Harrisville, Utah 84404 · (801) 782-4100 · Fax (801) 782-1600

Memorandum

To: Mayor and City Council
From: Glen Gammell
Date: May 11th 2021
Re: Adoption of the Sewer Ordinance and Fee

Summary:

Public Works is asking for the adoption of the new Sewer Ordinance and inspection fee on new homes/businesses built in Harrisville. The new Sewer Ordinance covers requirements by the State of Utah.

Sewer System inspection fee on all new homes being built of \$150.00. This fee will be assessed on the building permit and inspected by either Harrisville Public Works or Building inspector.

Thank You,
Glen Gammell
Building/Fleet Manager

**HARRISVILLE CITY
ORDINANCE 521**

SEWER SERVICES RE-ENACTED

AN ORDINANCE OF HARRISVILLE CITY, UTAH, REPEALING AND RE-ENACTING SEWER SECTION 1.85.070 RELATED TO SEWER FEES; CHAPTER 4.07 ENTITLED “SEWER SERVICES”; PROVIDING FOR SEVERABILITY; 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* §10-8-84 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* § 10-8-38, as amended, allows the City Council to provide for sewer services, connection, fees and charges;

WHEREAS, the City seeks to comply with Utah Administrative Rule 317-1-2;

WHEREAS, the City previously adopted Chapter 4.07 as set forth in the *Harrisville Municipal Code* and now desires to update the same by repealing and re-enacting Chapter 4.07;

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

Section 1: **Repealer.** Chapter 4.07 is hereby repealed. Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: **Adopted and Re-enacted.** Section 1.85.070 and Chapter 4.07 of the *Harrisville Municipal Code* is hereby re-enacted to read as follows:

1.85.70 Sanitary Sewer Fees

1. Sewer Utility Fees.
 - a. Residential. A monthly residential sanitary sewer utility fee is hereby imposed in the amount of \$24.05, per unit.
 - b. 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.
2. Inspection Fee. Each inspection required for a sewer connection or otherwise is \$150.

**Chapter 4.07
Sewer Services**

Sections:
04.07.010 **General Provisions.**
04.07.020 **Sewer Service.**
04.07.030 **Sanitary Sewer Management Plan (SSMP).**

04.07.040 Enforcement.

04.07.010 General Provisions.

1. Enabling. This Chapter is adopted under the authority of *Utah Code Annotated* §10-8-38.
2. Policy. It is the policy of the City that sewer service lines be installed by private parties as development occurs in accordance with the applicable standards. The City may install gaps in coverage as needed.
3. Service Area. The City sewer service area is limited to the City boundaries, unless an interlocal agreement with another jurisdiction provides otherwise.
4. Connection. The local health authority may require connection to sewer service as a condition of development or as otherwise provided by law.
5. Fees. The City may adopt sewer fees by resolution.
6. Definitions. The following definitions apply.
 - a. “Local health authority” means the Weber-Morgan Health Department.
 - b. “Private lateral” means a private sewer line not accepted, dedicated, operated, or owned by the City or other governmental entity regardless of a number of connections on said lateral.
 - c. “Public sewer line” means the sewer collection line operated by a governmental entity.
 - d. “Sewer authority” means the City, Central Weber Sewer Improvement District, and/or other governmental entity responsible for the collection and disposal of sanitary sewage.
 - e. “Sewer lateral” means that portion of a sewer line pipe that extends from the actual connection to the public sewer line to any location receiving sewer services.
7. Laterals. Sewer laterals are regulated as follows:
 - a. Ownership. Any sewer lateral is the private property of the owner.
 - b. Duty. It shall be the duty and responsibility for the owner to control, install, maintain, operate, and repair each sewer lateral at the expense of owner. The owner also has the duty and responsibility to keep said sewer lateral free from obstructions, damage, breaks, infiltration and in good working order at the expense of owner.
 - c. Location. Any sewer lateral must be set at proper grade and location so as to efficiently and effectually drain directly from the authorized structure to the public sewer line. No sewer lateral shall run through any septic tank, field drain, prohibiting easement, or similar.
 - d. Installation. A written permission shall be obtained from the sewer authority before any connection, installation, repair, or replacement is made.
 - i. All sewer lateral connections shall be made with the interior line being smooth and clean. Any dead ends shall be securely stopped by approved materials, and made water tight.
 - ii. Sewer laterals require appropriate clean out(s) and back-flow prevention device(s) installed and maintained as part of an accessible valve box according to industry standards or practices.
 - iii. Sewer laterals are to be at least three (3) feet parallel from any other utility line or conduit.
8. Gray Water. Any gray water discharge or system is authorized subject to the regulations of the local health authority. Gray water and associated terms are defined by the local health authority.
9. Private Users. In accordance with Rule 317-1-2, which requires that all sewer systems that service two (2) or more separate properties be “sponsored” by the City, in order for sponsorship to occur eligible HOAs and private users of two (2) properties or more with sewer service must contact the City and enter a written agreement in accordance with Utah Code 73-10d-7. In addition to maintenance and other matters, the written agreement shall allow for an easement granted to the City to service and maintain the sewer system. It is the duty of the property owner to ensure compliance with state regulation.

04.07.020 Sewer Service.

1. Permission. Written permission signed by the owner is required before any connection or service to the public sewer line is permitted. This written permission is deemed completed when made in conjunction with application for culinary water services with any culinary water service provider. In case the application for furnishing services is made by a tenant or other occupant, sewer service is conditioned upon the owner, or his authorized agent, paying any unpaid amounts owing.
2. Fees. Any owner serviced by the public sewer system agrees to pay all sewer service fees established by a sewer authority.
3. Construction. Where a private lateral is installed, the City requires the following information be provided:
 - a. Contact. The name and contact information of the qualified installer and any plumber duly licensed to perform plumbing service.
 - b. Plan. A plan and drawing of the proposed sewer lateral and connection with locations indicated and plainly shown, along with:
 - i. Depth information.
 - ii. Flow information and calculations.
 - iii. Grading standards and specifications.
 - iv. Approved materials.
 - v. Traffic control and safety plans that conform to the Manual on Uniform Traffic Control Devices (MUTCD).
 - vi. Certification that the installation and materials will meet all applicable standards, codes, and regulations.
 - vii. Commit to follow this Chapter and the applicable standards adopted by the City at the time of application.
 - viii. Consent to perform any pre-treatment requirements from a sewer authority.
 - ix. Consent for inspections and access as provide in this Chapter.

04.07.030 Sanitary Sewer Management Plan (SSMP).

The "Sanitary Sewer Management Plan" dated _____ prepared by Jones & Associates Consulting Engineers is hereby adopted and incorporated herein by this reference to comply with Utah Administrative Rule R317-801 and to regulate as follows:

1. Generally. The Director, or designee, of the Public Works Department is responsible and is the authorized representative for all sewer services, including: management, administrative, maintenance responsibilities, implementing specific measures in the SSMP, communication for reporting Sanitary Sewer Overflows (SSOs), handling complaint or other information, and coordination with other agencies if applicable.
2. Standards. The following standards apply:
 - a. Connection. All connections must be water tight.
 - b. Regulation. No sewer may be installed, connected, constructed, reconstructed, maintained, or otherwise managed, except according to the standards, rules, and regulations as set forth in:
 - i. The Public Work Standards & Technical Specifications.
 - ii. The municipal code.
 - iii. The applicable building codes.
 - iv. Regulation adopted by the local health authority.
 - v. Regulations of a sewer authority.
 - vi. Regulations specified in Utah State Rule R317-801.
3. Prohibitions. The following conduct is prohibited and unlawful:

- a. The discharge of any hazardous waste, debris, foreign objects, or other unlawful material into the sanitary sewer system.
 - b. The discharge of any Fats, Oils, or Grease (FOG).
 - c. Illegal connection without an application and permit.
 - d. Failure to pay sewer connection or services fees.
 - e. Failure to install or maintain any sewer lateral, clean out, or back flow prevention device.
 - f. Unauthorized entry into any public sewer facility, infrastructure, or line.
 - g. Damaging, breaking, vandalizing, intentionally clogging, or knowingly disrupting any public or private sewer appurtenance, connection, facility, line, or service without legitimate cause.
 - h. Connect or maintain a connection of any roof drain, land drain, ground drain, storm water drain, or other unauthorized line or pipe of any kind that is connected or otherwise drains into any public sewer line.
4. Pre-treatment. Any user subject to pre-treatment requirements from any sewer authority shall comply with said pre-treatment requirements.
 5. Inspection and Access. The sewer authority shall have unlimited access to any public sewer line, and may inspect, monitor, repair, replace, upgrade any public sewer line, private lateral, connection, or other related sewer facility of any kind to ensure compliance, verify proper installation and operation, or assess adequate maintenance

04.07.40 Enforcement.

1. Criminal. Each violation of this Chapter is a class B misdemeanor subject to a fine not to exceed \$1,000 per violation.
2. Civil. Each violation of this chapter is subject to a civil fine not to exceed \$1,000 per violation, per day that each violation continues.
3. Relief. The City or any authorized agency may:
 - A. Seek abatement for any violations.
 - B. Make repairs for any public nuisance or emergency at the sole expense of the party in violation, or the party that created the nuisance or emergency, and collect damages for the same, including recovery costs, court costs, and attorney fees.
4. Presumption. Any installation of sewer lateral connections without a permit and without inspection is presumed to be defective work and may give cause for abatement and reconstruction as needed, unless a hold harmless agreement or other appropriate settlement is reached with the party in violation. This Section does not apply to the sewer authority or its agents, contractors, employees, or officials.
5. Non-exclusive. The enforcement and penalties of this Chapter are non-exclusive.

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

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

PASSED AND ADOPTED by the City Council on this ____ day of ____, 2021.

MICHELLE TAIT, Mayor
 Harrisville City

Roll Call Vote Tally:

Council Member Wilhelmson	Yes	No
Council Member Weiss	Yes	No
Council Member Christensen	Yes	No

ATTEST:

Council Member Jackson Yes No
Council Member Loveland Yes No

JENNIE KNIGHT, City Recorder

RECORDED this ____ day of _____, 2021.

PUBLISHED OR POSTED this ____ day of _____, 2021.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

City Recorder

DATE: _____

DRAFT



Mayor Michelle Tait

CITY *of* HARRISVILLE

363 West Independence Blvd · Harrisville, Utah 84404 · (801) 782-4100 · Fax (801) 782-1600

Memorandum

To: Mayor and City Council
From: Zachary Loveland
Date: 4/23/2021
Re: Storm Water infrastructure maintenance

Summary:

Harrisville City has approximately 68,000 feet of storm drain and land drain pipes which need to be regularly monitored and maintained. We have received bids from three companies for cleaning and videoing the system on a 6-year rotation. As the city grows these prices may increase in order to incorporate the new construction into the schedule. The bids are as follows.

Val J Kotter & Sons Inc.

6 year total = \$137,264.85

Annual total = approx. \$24,000

or

\$250/hr.

Pro-Pipe Inc.

6 year total = 218,008.74

Annual total = approx. \$36,000

or

\$225/hr.

Twin D Inc.

No bid on project as a whole.

\$185 -225/hr.

It is my recommendation that we award the bid to Val J Kotter & Sons Inc.

Zack Loveland
Storm Water/Emergency Manager

Billing Address:
 HARRISVILLE POLICE
 DEPARTMENT
 363 W INDEPENDENCE BLVD
 HARRISVILLE, UT 84404
 US

Shipping Address:
 HARRISVILLE POLICE
 DEPARTMENT
 363 W INDEPENDENCE BLVD
 HARRISVILLE, UT 84404
 US

Quote Date:04/30/2021
 Expiration Date:07/29/2021
 Quote Created By:
 Tyler Jensen
 Account Executive
 Tyler.Jensen@
 motorolasolutions.com
 435-749-1014

End Customer:
 HARRISVILLE POLICE DEPARTMENT
 Mark Wilson
 mwilson@cityofharrisville.com
 801-782-4100

Line #	Item Number	Description	Qty	Term	Ext. Sale Price
CommandCentral Capabilities					
1	SSV00S02840A	COMMANDCENTRAL STORAGE GB	750	1 YEAR	\$562.50
2	SSV00S01530A	CLOUD DATA BACKUP & RESTORE SUBSCRIPTION	1	1 YEAR	\$0.00
3	SSV00S02008A	INSIGHTS DASHBOARD	1	1 YEAR	\$0.00
4	SSV00S01558A	VAULT 250GB STORE AND MANAGE TRIAL SUBS	1	1 YEAR	\$0.00
5	SSV00S01531A	CC INCIDENT RECORD SUBSCRIPTION	1	1 YEAR	\$0.00

Grand Total

\$562.50(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

COMMANDCENTRAL EXTENSION SOLUTION DESCRIPTION

Overview

Motorola Solutions' CommandCentral Extension (CCX) adds cloud-based features and capabilities to on-premise records management and CAD systems to improve public safety workflows. CCX streamlines digital evidence collection and management, provides insight for data-driven decision making, and expedites case review and resolution. These cloud-based capabilities allow records users to work quickly and efficiently within their RMS and CAD systems to best support agencies and their communities.

The proposed CCX solution includes the following integrations and enhanced functionalities

Digital Evidence Storage

Each CommandCentral Vault Store & Manage subscription includes 250GB of storage for your agency.

THE COMMAND CENTRAL PLATFORM

This solution is part of Motorola Solutions' CommandCentral platform, which provides interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's information to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral is built to evolve over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can rapidly deliver new features and functionality in a more manageable, non-intrusive way.





Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"Deliverables" means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer, in



connection with or relating to the Solution and Subscription Services.

“Force Majeure” which means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Licensed Product” means 1) Software, whether hosted or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

“Users” means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 Subscription Services. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.



2.2 **Changes.** Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 **Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement automatically renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

4. **CUSTOMER OBLIGATIONS.** Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 **Access.** To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 **Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 **Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by



Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 Recurring Fees. Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 No Purchase Order Requirement. For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 Start Up Fees. Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 Fee Change. Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 No Price Guarantee. Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 Taxes. The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.



6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.



8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the



protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 Social Media. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 Misuse. Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 Liability Limit. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA.** This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.2 Additional Disclaimers. MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE



SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 **Essential term.** The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

12.1 **Default By a Party.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2 **Failure To Cure.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 **No Refund.** If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 **Cancellation Fee.** If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 **Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 **Return Confidential Information.** Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 **Connection Terminated.** Certain Subscription Services require a connection to Customer



systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 Equipment Return. Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 Five Year Term. Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1 Settlement. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 Litigation. A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 Industry Standard. Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola



further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 **Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. **Treatment of Confidential Information.** During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. **Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 **Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. **Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 **Remedies.** Because Licensed Products contain valuable trade secrets and proprietary



information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 Compliance with Applicable Laws. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 Audit. Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 Assignability. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.5 Subcontracting. Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

16.6 Waiver. Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the



waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 Severability. If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.8 Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 Headings. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 Governing Law. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

16.11 Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 Authority To Execute Agreement. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 Return of Equipment. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. Survival Of Terms. The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights);; and all General provisions in Section 16.

16.15. ENTIRE AGREEMENT. This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER

MOTOROLA SOLUTIONS, INC.



BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BILL TO ADDRESS:

Name: _____

Address: _____

Address: _____

Phone #: _____

Email: _____

Note: Invoices will be emailed to this address.

SHIP TO ADDRESS:

Name: _____

Address: _____

Address: _____

Phone #: _____

FINAL DESTINATION:

Name: _____

Address: _____

Address: _____

Phone #: _____



ADDENDUM DIGITAL EVIDENCE MANAGEMENT SOLUTION

The following additional terms will apply to Subscription Services from Motorola's Digital Evidence Management Solution.

If any term in this Attachment conflicts with a term in the main body of the Agreement, this Attachment will govern.

1. **DATA STORAGE.** Motorola will determine, in its sole discretion, the location of the stored content for CommandCentral Vault Services. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

2. **DATA RETRIEVAL.** CommandCentral Services will leverage different types of storage to optimize the Subscription Services, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

3. **API SUPPORT.** Motorola will use commercially reasonable efforts to maintain the Application Programming Interface ("API") offered as part of the CommandCentral Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk to the Subscription Services or the Solution, Motorola will discontinue an API without prior warning.

4. **SERVICE LEVEL TARGETS.**

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal, including but not limited to a Force Majeure.

Additionally, Motorola will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification



2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5. MAINTENANCE

Scheduled maintenance of CommandCentral Solutions will be performed periodically. Motorola will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

6. DEVICES. If Customer elects Motorola's service option for Devices, such service option will be governed by the additional terms and conditions set forth below in this Section.

6.1. For Devices to be eligible for the Device as a Service ("DaaS") offering the Devices must be on the then current firmware version. The Capture Mobile Camera feature requires the latest version of the Android or iOS operating system. Additionally, Customer's Wi-Fi network must comply with the requirements found below, Wi-Fi Network Requirements. If Customer's Wi-Fi network does not comply with these requirements Customer will be responsible for additional costs that may be incurred related to bring the Wi-Fi network into compliance.

6.2. Smart Interface Device Refresh: Customers who have chosen a 5-year Term for the DaaS offering will receive a new version of the Device 30 months from the start of the Term or as soon as a new version is available. The new version Device must be in the same family as the previously selected model. The refresh will only include the Device. Any carry holders, batteries or other accessories will not be refreshed. The Devices being refreshed must be returned to Motorola within 60 days of the refreshed devices being shipped. The customer will be invoiced for any devices not returned or returned damaged or nonfunctional. Subject to Motorola's receipt of all applicable fees for the 5-year service offering, on expiration of the 5-year term title to any covered Devices will pass to Customer.



6.3. If Customer elects a 5-year or greater Term for the DaaS offering, Motorola will provide the equipment necessary to enable the DaaS. Accessories for the Devices will not be provided and must be purchased separately, if desired.

6.4. Content will be downloadable at any time through the administrative interface during the Term of the Agreement. During the Initial Term, Motorola may provide general assistance as Customer learns to download or store content. After the Initial Term, additional storage term or assistance with downloading of content may be available for an additional fee.

6.5 Wi-Fi Network Requirements

6.5.1 If any of the below items apply, additional deployment services fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20MBps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

6.5.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite





HARRISVILLE CITY

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MAYOR:

Michelle N. Tait

COUNCIL MEMBERS:

Grover Wilhelmsen

Steve Weiss

Blair Christensen

Max Jackson

Kenny Loveland

Memorandum

To: Harrisville Mayor and City Council
From: Jennie Knight
Date: May 6, 2021
Re: Surplus Equipment

This Memorandum is for authorization to surplus several large items including: miscellaneous exercise equipment, a vacuum leaf blower, baseball/softball backstops, cabin playground equipment.

These items are outdated, have become a liability/hazard, or no longer in use. Surplus will include disposal of items of no monetary value and sale of items that have a monetary value. Items eligible for sale will be sold for fair market value.