



HARRISVILLE CITY

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

MAYOR:

Bruce N. Richins

COUNCIL MEMBERS:

Grover Wilhelmsen
Michelle Tait
Jeffery Pearce
Jennifer Jensen
Jennifer Morrell

CITY COUNCIL MEETING AGENDA 363 West Independence Blvd October 14, 2014

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

5:00 P.M. Central Weber Sewer District Tour – City Council will be taking a tour of the Central Weber Sewer District Treatment Plant. [2618 W. Pioneer Road, Marriott/Slaterville City]

7:00 P.M. CITY COUNCIL MEETING
Presiding: Mayor Bruce Richins
Mayor Pro Tem: Jennifer Morrell

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE & OPENING CEREMONY** [Grover Wilhelmsen]
- 3. CONSENT ITEMS**
 - a. Approve the minutes of September 9, 2014 as presented.
- 4. BUSINESS ITEMS**
 - a. Mayor appointment to Planning Commission. [Mayor Richins]
 - b. Discussion/possible action on participating in the Utah Division of State History Certified Local Government (CLG) Program. [Shanna Edwards]
 - c. Discussion/possible action to approve Harrisville City Resolution 2014-10; a resolution entering an interlocal agreement between Harrisville City and Weber Area Dispatch and other agencies for towing dispatch services. [Bill Morris]
 - d. Discussion/possible action to approve Harrisville City Ordinance #468; an ordinance adopting Chapter 4.42 entitled "Discharge of Firearms"; amending sections 1.110.030 and 1.110.040 of the Municipal Code relating Disposal of Property; making technical changes; severability; and providing and effective date.[Bill Morris]
 - e. Harrisville Heritage Days 2015 Discussion [Mayor Richins]
- 5. ANNUAL TRAINING:**
 - a. Unlawful Discrimination.
 - b. Open and Public Meetings.
- 6. PUBLIC COMMENTS - (3 minute maximum)**
- 7. MAYOR/COUNCIL FOLLOW-UP:**
 - a. Upcoming work session on Parks and Recreation.
 - b. Council Assignment Update.

8. ADJOURN

DATE POSTED: October 10, 2014

BY: Jennie Knight, City Recorder

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

MINUTES OF HARRISVILLE CITY
CITY COUNCIL MEETING
Tuesday, September 9, 2014 – 7:00 p.m.
Council Chambers
363 West Independence Blvd
Harrisville, Utah 84404

Present: Mayor Bruce Richins, Council Member Michelle Tait, Council Member Jennifer Jensen, Council Member Grover Wilhelmsen, Council Member Jeff Pearce, Council Member Jennifer Morrell.

Staff: Bill Morris, City Administrator, Jennie Knight, City Recorder.

Visitors: Ruth Pearce.

7:00 P.M. CITY COUNCIL MEETING

1. Call to Order.

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

2. Opening Ceremony.

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

3. CONSENT ITEMS

- a. Approve the minutes of August 26, 2014 as presented.

MOTION: Council Member Morrell motioned to approve the minutes of August 26, 2014 as presented. Council Member Tait seconded the motion. All Council Members voted aye. Motion passed.

4. BUSINESS ITEMS

- a. Weber County RAMP Presentation

Chris Ward, Weber County Employee, introduced himself and said he is here to provide information to the Council about the RAMP grants. There is a private group that is raising funds to try to get the word out for people to vote in favor of keeping the RAMP grants. Because this is not a presidential election year, they are anticipating a low voter turnout. He is trying to help get the word out. RAMP is an acronym for recreation, arts, museums, and parks. These grants are funded by a sales tax of 1/10th of 1% or one penny for every \$10. The average family invested \$12 per year to help fund the RAMP grants. In exchange this money generated \$2.5 million per year for community projects. Some of these projects include trail and hiking bridges, sports fields and courts, park amenities, water features and playgrounds. Music, dance and theatre performances including festivals and film series held and the community amphitheaters and museum exhibitions were also funded. Over the course of RAMP's existence \$26,515,267 in grants have been awarded for 91 nonprofit organizations and municipalities. RAMP also

includes a summer Saturday programs to make recreational, arts, museums and park programs available to children and families at no cost.

The initial RAMP investment was doubled in matched funds, land donations, and in-kind resources and volunteer services. The RAMP committee must see positive results in order to continue awarding grants. This is a way to provide convenient and safe access to recreational, art, and museum activities to the entire community. RAMP is on the ballot for the November 4, 2014 election and hope to receive support to continue another 10 years.

Council Member Morrell said this is the last issue on the ballot; listed on the second page of the ballot. She encouraged Council to help make people aware that this is on the ballot and to keep scrolling down the entire ballot.

Mayor Richins asked how many people sit on the RAMP committee. Chris Ward said the committee consists of 15 individuals. 7 serve on recreation; and 7 serve on arts and museums. The chair works for both recreation and arts and museums. The committee goes through a very fair process. There is good representation through the entire county. Currently there is a position open; if Council knows of anyone. They do read about 80-85 grants and they like to fund as many as possible. Council Member Jensen asked if this is only for cities and non-profits, not for schools. Chris Ward said the Ogden City Foundation can apply. Council Member Jensen asked if a foundation could apply but not a specific school. Chris Ward explained that the Weber County Foundation applied for some bathrooms in South Ogden. One issue with applications like this is the public must have access 24 hours.

Chris Ward asked Council for any questions. Mayor Richins said about \$8 million applications were submitted with \$2.8 million funded. Chris Ward said the year before only 2 cities applied for the major grant portion. Because they were the only two, they were fully funded. This past year there were 12 applicants. Because there were so many more, most received about half of what they applied for. He emphasized you do not have to be a professional grant writer. He said projects where the application showed the writer was a little bit inexperienced, the project was funded because it was a good project.

b. Splash Pad Concessions Stand Report

Bill Morris explained the brief history of the implementation of the concessions stand. The city put out an RFP and Pioneer Management was awarded the contract. He read the report submitted from Pioneer Management. They were able to process credit cards and took cash. In the beginning they sold pizza, but a permit was not issued through Weber County Health Department because the Coke trailer is not in compliance. In order to have compliance to sell hot foods, they would have to purchase a taco stand trailer which is then linked to a real brick and mortar restaurant within the city. There was a net loss of \$85; which did not include the manager's time. In his opinion, this will not be a money making opportunity. Council Member Jensen said the concession stand was not located over near the baseball field. Bill Morris explained there was too much liability with moving the coke trailer with children present. He would like to take time over the winter to inquire whether the purchase of a new trailer that would meet requirements would be feasible. Again this business would have to be tied to a real restaurant. Council Member Tait expressed her disappointment they could not

serve hot foods. Bill Morris agreed saying they could have done very well if they were able to sell pizza. Council Member Jensen said she thinks this is a good idea to pursue.

c. Discussion/possible action on hiring consultant to complete impact fee engineering study for transportation impact fee.

Bill Morris explained the city engineer has sent the proposal which will cover the cost of implementing this transportation impact fee facilities plan over the next 10 years. This will include all of the effecting factors that will impact traffic over the next 10 years. They need to collect the data to meet state law to create an impact fee. The cost is \$13,600 for this study. This data will then go to Zion's Bank which will cost around \$5,000 to determine the impact fee number that can be assessed. Staff would like to start collecting this on building permits in the future. He pointed out Harrisville City has never had a traffic impact fee. Council Member Pearce said there is already a traffic impact issue on Larsen Lane. Council Member Morrell asked what this is going to do for us and what is meant by peak volume. Bill Morris said they will run data, and determine the growth related factor using the traffic that is already here, and what is coming in through from neighboring cities. Staff would like to have an impact fee, because we must match 6% of Larsen Lane construction project, this would go through for that. Council Member Tait asked when this will start, the study. Bill Morris explained once approval is given it takes 3 weeks to calculate the data. Zion's bank will take a few months, and the public hearings requirement must be met. Staff can collect the impact fee 90 days once the ordinance adopting the impact fee is passed. Council Member Morrell asked whether the city must put out an RFP. Bill Morris explained this is the lowest bid of the two RFP's received. Council Member Tait asked if this was included in the budget. Bill Morris said it can be taken from Capital Projects. Essentially this money is collected back over time. Council Member Tait asked if there is a certain time frame to conduct the study. Bill Morris said now with school is in session and people back to work, this is a good time. Mayor Richins said he thinks this is good. Council Member Wilhelmsen asked if UDOT has any impact on this study. Bill Morris explained these are city roads. He further stated if there is a circumstance where the road is impacted by UDOT this impact fee could be used towards that type of project. Council Member Morrell said most of the data will come through the LTAP study. Bill Morris said they are looking at different data to meet the statutory requirements.

MOTION: Council Member Wilhelmsen motioned to approve hiring consultant to complete impact fee engineering study for transportation impact fee as per the letter from the city engineer dated August 4, 2014. Council Member Jensen seconded the motion. A Roll Call Vote was taken.

Council Member Wilhelmsen	Yes
Council Member Tait	Yes
Council Member Pearce	Yes
Council Member Jensen	Yes
Council Member Morrell	Yes

Motion passed 5-0.

d. 2014 Goal Review.

Bill Morris pointed out many of the 2014 goal have been met. With the Departmental Organization ordinance this goal has been met. We have tonight focused on the impact fee. Not much has been done on the general plan. He has a map that takes the commercial area that was lost in some area and reapplies this throughout the city. He explained this item will continue through to next year. He congratulated Council on passing a balanced budget. Council has improved youth recreation by creating a department head. We were also awarded the CDBG grant. He is just finishing up the environmental study which is the last requirement. He informed Council we updated our business license study which reviews the regulations for current business licensing practices. Council Member Morrell reminded Council of her meeting with Doug Larsen from Weber County. She said some of the items he mentioned can be implemented and Council can start working on those throughout the next year. Council Member Jensen suggested all of the council members give some input on commercial businesses so they can move on. Mayor Richins said the triangle part between Wall Avenue and North Harrisville Road needed to be addressed. He feels this area is an embarrassment to the city. Bill Morris explained code enforcement has been addressing some of these issues. Council Member Jensen suggested getting ahead of the future development in other cities. She expressed her concern with the commercial growth in other cities.

Mayor Richins informed Council the Standard Examiner ran an article about the new charter school which will be coming to Harrisville. Bill Morris said they are planning several open houses at the cabin to receive public input. Council Member Tait wondered if there may be an issue with UDOT. Council Member Pearce pointed out there is also no secondary water. Council Member Tait said they have hired Jessie Kidd who helped with Di Vinci Academy.

5. Public Comments - (3 minute maximum)

No comments were offered.

6. Mayor/Council Follow-up.

Mayor Richins asked Bryan Fife to present his plan to implement the field fee resolution and receive input from Council. Bryan Fife passed out some information he has put together. He was reading through this to see how this might work and has a few questions regarding the implementation. His first question is with clarifying which field this includes; all of the fields or just soccer fields. He understood this was intended to address the soccer fields but is looking for clarification. Mayor and Council gave discussion about including all of the fields. They agreed this includes all of the fields. Bryan Fife pointed out this creates a bit of confusion for circumstances like the lacrosse tournament which is creating their own fields. Council Member Jensen said this is for reservations only. The public is welcome to use the fields when not in use. Bryan said if this includes all of the fields, it would work to have this cover for 3 month season. What if the season has a few days on one side or the other of the 3 month window? He presented how Pleasant View has their city setup. The third page shows how to take reservations on an hourly rate. He said all of the available spots are listed and removed

once a reservation has been made. He said Pleasant View charges \$10 per hour per field. He feels this fee of \$10 is a little steep. He pointed out making hourly reservations makes things a little easier. AYSO can then select the exact times and days they would like to reserve the fields. The last page is a policy that identifies and gives direction to reservation on what to expect when they are reserving the fields. Bryan Fife expressed his concern that we don't have enough man power to reach the level of expectation of some that may be making reservations. Council Member Jensen said North Ogden allows teams to handle their own field maintenance.

Council Member Morrell asked if there are a lot of comp teams that use the fields.

Bryan Fife responded some. Council Member Jensen said she doesn't feel they need to go hourly. She feels the three months can include a few extra days. In her opinion, she feels there are a lot of teams that are willing to pay this.

Bill Morris pointed out staff can make changes to the policy section, he will insert a clause saying the fields are "as is" and those making reservations must sign that they understand this. Bryan Fife explained the grass grows into some of the baseball/softball fields and there is not enough time and/or man power to maintain all of the fields. They have barely enough resources to maintain these during the recreation season. Council Member Morrell said the "Sportsites" hourly rate looks easier to maintain for the office staff. Bryan Fife said currently there is difficulty keeping track of the schedules. He likes the hour time frame. Council Member Jensen again said she does not like the hourly rate option. Bill Morris one option may be for those making reservation to identify the hour they choose, and then pay the staff. Bryan Fife said they can reserve and pay online with "Sportsites". Council Member Jensen said she would like to see the baseball/softball fields maintained all through the summer season. Bryan Fife pointed out there is not enough time and man power available to accomplish this. Council Member Jensen asked how much additional time would this take. Bryan Fife responded 3-5 hours per week. Council Member Jensen again asked why this is not possible. Bryan Fife explained he is not trying to be difficult but there is simply not enough time and man power to address this. Council Member Wilhelmsen said they would have to hire another employee. Council Member Jensen asked if allowing a comp team to maintain the field on their own is an option. Council Member Morrell said the city would have to contact the trust to see if allowing people to run their own equipment is okay. Bryan Fife said they have had issues with this in the past where teams were trying to maintain their own field but this requires using an ATV and those are not allowed in the city parks. Council Member Jensen said she feels it is a problem to not have baseball fields maintained throughout the season. She again suggested maintaining the fields. Council Member Morrell pointed out the only solution is to hire another employee. Council Member Wilhelmsen asked if there will be enough revenue generated through the fee to offset the cost of hiring another employee.

Bryan Fife also said sometimes a comp team just wants to practice one time. The way the current resolution is written, it's hard to implement a one time practice. He pointed out if they reserve as an hourly rate through "Sportsites" this will allow for all types of reservations. He ran through the maintenance schedule of the fields. Mayor and Council gave discussion about how much time is required. Council Member Morrell asked Bryan what type of cost is associated with bringing in fill each season. Bryan Fife responded that every year they must bring in good dirt to resurface the fields and this is costly. He

pointed out this is a retention basin first. Council Members Wilhelmsen and Tait agreed future help must be considered if they desire to maintain the fields.

Bill Morris said the main point with this resolution was to have something in place to address the immediate needs. He said the resolution Council passed also gives staff the ability to revise and address appropriate changes. Mayor and Council gave a brief discussion about how much to charge hourly. Mayor Richins suggested checking with other cities to get an idea of where to set fees.

Mayor and Council gave discussion about having fields and the maintenance that is required to make them playable. Bill Morris suggested tabling this discussion and find the answers for the questions that have been proposed.

Bryan Fife expressed one last concern. He would like to postpone the implementation until January 1, 2015. Council Member Morrell asked if there is enough data to project how much money this will bring in. Bill Morris said now is the time to have these discussions, and work out all of these kinks so that by spring we will be ready to go.

Council Member Pearce reported the mosquito abatement report is clean for Weber County. Other surrounding cities have had reports of west Nile virus, but we have not.

- 7. Closed Executive Session** – Utah State Code §52-4-204 & §52-4-205: The Council may consider a motion to enter into Closed Executive Session for the purpose of discussion of character, professional competence, or physical or mental health of individual(s).

MOTION: Council Member Pearce motioned to close the public meeting and enter into a closed executive session for the purpose of discussion of character, professional competence, or physical or mental health of individual(s). Council Member Wilhelmsen seconded the motion. A Roll Call vote was taken.

Council Member Wilhelmsen	Yes
Council Member Tait	Yes
Council Member Pearce	Yes
Council Member Jensen	Yes
Council Member Morrell	Yes

Motion passed 5-0.

Mayor and Council convened into a closed executive session.

MOTION: Council Member Wilhelmsen motioned to close the closed executive session and reopen the public meeting. Council Member Jensen seconded the motion. A Roll Call vote was taken.

Council Member Wilhelmsen	Yes
Council Member Tait	Yes
Council Member Pearce	Yes
Council Member Jensen	Yes

Council Member Morrell Yes

Motion passed 5-0.

8. Adjourn.

Mayor Richins motioned to adjourn at 8:27p.m.

ATTEST:

BRUCE RICHINS
Mayor

JENNIE KNIGHT
City Recorder
Approved this 14th day of October, 2014

DRAFT

From: Shanna Edwards [mailto:sedwards@cityofharrisville.com]
Sent: Monday, September 08, 2014 11:19 AM
To: William M. Morris (bill@mscity.ut.org)
Subject: Becoming a Certified Local Government

Bill,

I have answered the questions below about becoming a Certified Local Government with reference to historical preservation. I have attached the packet for your review. After the council decides if this is something they want to do, I will put notice in the city newsletter inviting anyone in the city trained in the fields they recommend or with background in these fields to join the committee, and I will have each of the History Committee members fill out the membership form.

Since CLG grants can be used for rehabilitation of National Register properties, maybe we can encourage some property owners to register and get help to preserve their property. The 50/50 matching grant involves local government's ability to match. Would city officials want to do that if it is private property? We may want to upgrade our walking tour which would qualify. The matching grants as a Certified Local Government does not say anything about record preservation such as scanning old newspaper articles, or publishing an updated amendment to the history book that are on my list of things to do. I would still like to see a sign posted on North Harrisville Road designating it as a "Historic Area" even if residents do not agree with it becoming a "Historic District," but would a nice sign qualify? I have also thought some of creating a pageant or snippets from the lives of some of our early settlers for presentation at one of the city's Heritage Days celebration—similar to the old "Road Shows." The grant assistance appears to be more for receiving help along the line of architectural and archaeological preservation. If it would help in the restoration of donated artifacts that would be good, but we don't have a place to store donated artifacts. As it says in the information, there is no "down side" to recognition as a Certified Local Government, and it may include some training or access to resources that would be helpful to members. What do you think?

Shanna

Why would you want your community to become a Certified Local Government?

- You can receive regular federal grants (through the Preservation Office)
- You become a partner in the statewide preservation network, networking with other preservation-minded communities.
- State Historic Preservation Office focuses its resources (grants, staff assistance, etc.) on CLGs. And we keep you apprised of preservation issues

In order to become certified, a local government must:

- Pass an historic preservation ordinance (see a [model ordinance](#) – PDF; also see [Farmington City’s ordinance](#) – PDF — for an example of an ordinance in a Utah town) *This has been done with Ordinance Number 420 passed May 11, 2010*, and
-
- Appoint an historic preservation commission. In selecting the commission, try to fill at least two of the positions with “professionals”—that is, people who have a college degree or professional training as an historian, architect, architectural historian, or archaeologist. If there are no professionals in your community who are able to serve on the commission, then this requirement can be waived. *The History Committee is comprised of Shanna Edwards, Joyce Larsson, Joanne Christensen, and Janeal Shaw. We could advertise in the City Newsletter for anyone trained as historian, architect, architectural historian, or archaeologist to join the committee.*

Once the ordinance has been passed and the commission members appointed, send us:

- A copy of the approved ordinance (signed and dated)
- Resumes for each preservation commission member, or use the form provided
- The Local Government Certification Agreement, signed by your “chief elected official”

Get a certification packet with the forms you’ll need. ([PDF version](#)) ([Word version](#))

CLG Program Review Form (for ongoing certification) ([PDF version](#)) ([Word version](#))

CLG Historic Preservation Commission Member Form ([PDF version](#)) ([Word version](#))

Dear Local Historic Preservation Organizer:

Enclosed please find the information you requested about the Certified Local Government (CLG) program. As you may be aware, the CLG program provides matching grants for local historic preservation projects (see enclosed CLG fact sheet).

Receiving regular grants from our office is the primary benefit of the CLG program. As a CLG you also become a partner in the statewide preservation network. Our office focuses its resources (grants, staff assistance, etc.) on CLGs, and we keep you apprised of preservation issues through regular mailings. There is no "down side" to becoming a CLG. A local government can choose to become decertified at any point, so it is not locking itself into anything.

In order to become certified, a local government must pass an historic preservation ordinance (see the enclosed model ordinance) and appoint an historic preservation commission. In selecting the commission, an attempt should be made to fill at least two of the positions with "professionals," that is someone who has a college degree or professional training as a historian, architect, architectural historian, or archaeologist. If there are not professionals in your community who are able to serve on the commission, then this requirement can be waived.

Once the ordinance has been passed and the commission members appointed, send us the following items:

- a copy of the approved ordinance (signed and dated)
- resumes for each preservation commission member (blank form enclosed)
- the certification agreement signed by your "chief elected official" (copy enclosed)

Please contact me a call (801-245-7251 or bmurphy@utah.gov) if you have further questions.

Sincerely,

Barbara L. Murphy
Deputy State Historic Preservation Officer

Enclosures

**HARRISVILLE CITY
RESOLUTION 2014-10**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN HARRISVILLE CITY AND WEBER
AREA DISPATCH AND OTHER AGENCIES FOR TOWING DISPATCH
SERVICES.**

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

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

WHEREAS, Harrisville City (hereafter “City”) desires to enter into an existing Interlocal Agreement (hereafter “Agreement”) dated March 15, 2014, between Weber Area Dispatch 911 and Emergency Services District (hereafter “Weber Area Dispatch”) and other Agencies in Weber County for towing dispatch services;

WHEREAS, the Agreement for towing dispatch services is attached hereto as Exhibit “A” and incorporated herein by this reference;

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

PASSED AND APPROVED by the Harrisville City Council this ____ day of _____, 2014.

BRUCE RICHINS, Mayor
Harrisville City

ATTEST:

JENNIE KNIGHT, City Recorder

Roll call vote is as follows:

Mr. Wilhelmsen	Yes	No
Ms. Tait	Yes	No
Mr. Pearce	Yes	No
Ms. Jensen	Yes	No
Ms. Morrell	Yes	No

INTERLOCAL COOPERATION AGREEMENT
FOR TOW DISPATCH SERVICE

This Agreement, made and entered into this 15th day of March, 2014, pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Weber State University, an educational institution within the Utah System of Higher Education ("Weber State"), Ogden City, a Utah Municipal Corporation ("Ogden City"), North Ogden City, a Utah Municipal Corporation ("North Ogden City"), Pleasant View City, a Utah Municipal Corporation ("Pleasant View City"), Roy City, a Utah Municipal Corporation ("Roy City"), and South Ogden City, a Utah Municipal Corporation ("South Ogden City"), and the Weber Area Dispatch 911 and Emergency Services District ("Weber Area Dispatch"), the parties. The parties, other than Weber Area Dispatch, may be referred to herein as "Agency" or "Agencies."

WITNESSETH

WHEREAS, in the normal course of business, the Agencies have a need to arrange towing services for members of the public who are in need of such services; and

WHEREAS, in order to take advantage of the service level requirements and other economies, the Agencies desire to participate in Ogden City's agreements with private towers for provision of towing services.

WHEREAS, Ogden City is willing to have the Agencies be parties to its contracts for vehicle towing services and dispatching of those services, as the Agencies desire; and

WHEREAS, Weber Area Dispatch is willing to receive the Agencies' requests for tow services and communicate those requests to a private dispatch service.

Now therefore, upon the mutual promises, and other good and satisfactory consideration, the parties agree as follows:

SECTION ONE
EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of five (5) years, unless extended or sooner terminated as provided herein.

SECTION TWO
ADMINISTRATIVE ENTITY

No separate legal or administrative entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.

SECTION THREE
PURPOSE

This Agreement is established for the purpose of allowing Weber State University and certain political subdivisions of the State of Utah to cooperate in the utilization of a private tow dispatch service and to set forth the respective duties and responsibilities of the parties in conjunction therewith.

SECTION FOUR
OBLIGATIONS OF THE PARTIES

The Agencies agree to join Ogden City's agreements with private towers for provision of towing services. An Agency may enter into its own agreements with private towers for provision of towing services. In that event, the Agency agrees to include in its contract for provision of towing services the requirement that the towing service pay fees to the tow dispatch service as requested, and that failure to pay will be grounds for termination of the agreement between Agency and towing company. Each Agency shall establish its own tow policies, including provisions for: adding drivers and tow companies; handling complaints; addressing potential suspension or termination from tow rotation; and an appeal process. Ogden City agrees to maintain records associated with the agreements for towing services, tow dispatch services, and this Agreement.

SECTION FIVE
OBLIGATION OF WEBER AREA DISPATCH

Weber Area Dispatch agrees to receive the Agencies' requests for tow services and agrees to communicate such requests to the private tow dispatch provider selected by Ogden City in order for the tow dispatch function to be accomplished. Weber Area Dispatch may enter into separate agreements with contract agencies as necessary to facilitate tow dispatch.

SECTION SIX
INDEPENDENT CONTRACTORS

In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.

SECTION SEVEN
HOLD HARMLESS

Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.

SECTION EIGHT
GOVERNMENTAL IMMUNITY

All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

SECTION NINE
MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall be responsible for any costs incurred as a result thereof.

SECTION TEN
FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records, and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN
GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.

SECTION TWELVE ANNUAL REVIEW

The parties, through their appointed representatives shall meet at least annually to review this Agreement. The parties shall review and assess the usage of a private tow dispatch provider. The objective of the parties during their annual review is to make any necessary revisions or amendments to this Agreement and to extend or terminate it.

SECTION THIRTEEN TERMINATION

Any party may terminate this Agreement at any time and for any or no reason by giving the other parties at least thirty (30) days prior written notice.

SECTION FOURTEEN COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

SECTION FIFTEEN PROPERTY

No real or personal property shall be acquired, nor improvements constructed by the parties as a result of this Agreement.

SECTION SIXTEEN GENERAL PROVISIONS

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

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a written amendment signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

F. No Partnership, Joint Venture, or Third Party Rights. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

SECTION SEVENTEEN INTERLOCAL COOPERATION ACT

This Agreement shall become affective as set out above provided it has been approved as appropriate by the above mentioned parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.

WEBER STATE UNIVERSITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber State University

WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT

By: _____
Its: _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Area Dispatch 911
And Emergency Services District

OGDEN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Ogden City

NORTH OGDEN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for North Ogden City

Harrisville City

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Harrisville City

PLEASANT VIEW CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Pleasant View City

**HARRISVILLE CITY
ORDINANCE NO. 468**

FIREARMS AND DISPOSAL OF PROPERTY

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, ADOPTING
CHAPTER 4.42 ENTITLED “DISCHARGE OF FIREARMS”;
AMENDING SECTIONS 1.110.030 AND 1.110.040 OF THE
MUNICIPAL CODE RELATING DISPOSAL OF PROPERTY;
MAKING TECHNICAL CHANGES; 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, 1953, as amended, allows the City to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, *Utah Code Annotated* §10-8-47, 1953, as amended, authorizes “the municipal legislative body may regulate and prevent the discharge of firearms . . .”

WHEREAS, House Bill 287 became effective July 1, 2013, and amended the method for the disposal of certain property;

WHEREAS, the City desire to comply with the requirements of state law for the disposal of certain property;

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

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

Section 2: Amendment. The applicable portions of the *Harrisville Municipal Code* are hereby amended to read as follows:

**Chapter 4.42
DISCHARGE OF FIREARMS**

Sections:

4.42.010. Discharge of a firearm or dangerous weapon.

1. The discharge of a firearm or dangerous weapon within the city limits of Harrisville City is prohibited, except as follows:

- a. In case of self-defense.
 - b. In the case of any peace officer in the performance of his or her lawful duties.
 - c. In the case of target shooting (shotgun and archery only) as long as projectile does not leave owners property.
 - d. During a state regulated hunting season a shotgun or legal archery equipment can be used if in accordance with the requirements of the Utah State Division of Wildlife Resources.
 - e. In the harvesting of domestic livestock or for nuisance animals, limited to those nuisance animals that threaten human society by spreading diseases or destroying crops, in such a manner that the projectile does not exit that owner's property.
2. State regulations. A person may not discharge any kind of dangerous weapon or firearm in violation of Utah Code Annotated §76-10-508, 1953, as amended.
 3. Limitations. The discharge of air-propelled devices or equipment is not regulated by this chapter.
 4. Penalty. A violation of this chapter shall be a class B misdemeanor.

1.110.030. Property noted needed as evidence Disposition of property in evidence and seizure of property.

1. Return policy. Upon approval of the prosecuting attorney, the police chief shall return property not needed as evidence to the owner, if the owner may lawfully possess it. The return procedure is set forth in ~~Utah Code Annotated §77-24-2, 1953, as amended, or its successor statute~~ state law.
2. Property in evidence. If the property is submitted for evidence to:
 - a. The city's justice court, the court clerk shall return the property to the custody of the city's law enforcement property custodian after it is used by the justice court.
 - b. The district court then it shall remain in the custody of the court clerk or be returned to the custody of law enforcement. If the court clerk retains the property it shall be retained until all direct appeals and retrials are final, at which time the property shall be returned to the owner in accordance with state law.
3. Seizure of property. If the property was seized for forfeiture, it shall be held and disposed of as provided in Title 24, Chapter 1 of the Utah Code Annotated, the Utah Uniform Forfeiture Procedures Act Any seizure and disposition of property seized shall be in accordance with Utah Code Annotated 24-2-101, et, seq, 1953, as amended.
4. ~~Return receipt. In accordance with Utah Code Annotated §77-24-3, when property is returned to its owner, a receipt shall be obtained for the city listing in detail the property returned. The receipt shall be retained as a permanent record in the city's files or the city's court file if the case is in the city's justice court.~~

5. ~~Disposition. If the rightful owner of the property cannot be located, or if it is unlawful to return the property to the owner, the procedure set forth in Utah Code Annotated §77-24-4 shall be used for the disposition of the property.~~
6. Weapons. If the property is a weapon, the police chief shall dispose of it in accordance with ~~Utah Code Annotated §76-10-525~~ state law.

1.110.040. Unclaimed personal property.

1. Any unclaimed personal property possessed by city shall be disposed of in accordance with Title 77, Chapter 24a of the Utah Code Annotated, 1953, as amended, or its successor statute.
2. Applicability. Unclaimed property for the purposes of this chapter includes and applies to any lost, abandoned, or other unclaimed property that comes into possession of the city by any means.
3. Identification. Law enforcement is only required to take reasonable steps to determine the identity and location of the owner of unclaimed property and notify him that the property is in custody.
4. Storage costs. The police chief is authorized to recover reasonable storage costs as determined by him or his designee as provided by law. In accordance with Utah Code Annotated §77-24a-4, the city is entitled to recover:
 - a. Actual costs of storage, including: impound yard fees, security costs, special storage costs, loss of space costs, storage units costs, and any similar costs.
 - b. Actual advertising costs.
 - c. Transportation and special handling costs of any kind.
 - d. Recovery of wages of city employee(s) responsible for handling and processing the unclaimed property.
5. Procedure. The procedure for the disposition of unclaimed property shall conform to Utah Code Annotated §77-24a-5.
6. ~~Disposition. The disposition of unclaimed property shall conform to the procedure set forth in Utah Code Annotated §77-24-4.~~
 - ~~a. The method of disposition is at the sole discretion of the police chief, except where a rightful owner is located or a department head requests the property be appropriated for public use. Appropriate disposition methods include:
 - ~~i. Returning to the rightful owner.~~
 - ~~ii. Donation to a bona fide charity.~~
 - ~~iii. Sale at public auction to highest bidder.~~
 - ~~iv. Appropriation for public use, including transfer to another agency or municipality for public use.~~
 - ~~v. Destroy property that is unfit for sale or use.~~~~
 - b. Weapons. If the property is a weapon, the police chief shall dispose of it in accordance with ~~Utah Code Annotated §76-10-525~~ state law.

- c. Restrictions. No person employed by a law enforcement agency who finds property may claim any property or receive any property under this chapter.

Section 3. Effective Date. This Ordinance shall take effect immediately upon posting or publication.

PASSED AND ADOPTED by the City Council on this ____ day of October, 2014.

BRUCE RICHINS, Mayor
Harrisville City

ATTEST:

JENNIE KNIGHT, City Recorder

RECORDED this ____ day of October, 2014.
PUBLISHED OR POSTED this ____ day of October, 2014.

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) 2150 North, 2) the Harrisville Cabin, and 3) City Hall on the above referenced dates.

JENNIE KNIGHT, City Recorder

DATE: _____