



HARRISVILLE CITY

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

CITY COUNCIL MEETING AGENDA 363 West Independence Blvd May 9, 2017

MAYOR:

Bruce N. Richins

COUNCIL MEMBERS:

Jeffery Pearce
Gary Robinson
Jennifer Jensen
Ruth Pearce
Austin Tracy

"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."

6:00 P.M. BUDGET WORK SESSION

7:00 P.M. CITY COUNCIL MEETING

Presiding: Mayor Bruce Richins

Mayor Pro Tem: Gary Robinson

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE & OPENING CEREMONY** [Council Member J. Pearce]
3. **CONSENT ITEMS**
 - a. Approve the minutes of April 25, 2017 and May 3, 2017 as presented.
4. **BUSINESS ITEMS**
 - a. Discussion/possible action to purchase new truck for Public Works [Sean Lambert]
 - b. Discussion/possible action to approve Harrisville Resolution 17-03; a resolution approving an Interlocal Agreement between Harrisville City and Weber County for RAMP funding. [Bill Morris]
 - c. Discussion/possible action to set a public hearing for June 13, 2017 for purposes of amending the FY2016-17 budget in accordance with UCA§ 10-6-127. [Lynn Fortie]
 - d. Discussion/possible action on adoption of tentative FY2017-18 budget in accordance with UCA§10-6-113, and set public hearing on proposed final budget for June 13, 2017. [Lynn Fortie]
 - e. Discussion/possible action to approve Harrisville Summer Camp Program. [Bryan Fife]
5. **PUBLIC COMMENTS - (3 minute maximum)**
6. **MAYOR/COUNCIL FOLLOW-UP:**

7. ADJOURN

DATE POSTED: May 4, 2017

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, April 25, 2017 – 7:00 p.m.
Council Chambers
363 West Independence Blvd
Harrisville, Utah**

Present: Mayor Bruce Richins, Council Member Jeff Pearce, Council Member Gary Robinson, Council Member Jennifer Jensen, Council Member Ruth Pearce, Council Member Austin Tracy.

Staff: Bill Morris, City Administrator, Keith Wheelwright, Police Lieutenant, Sean Lambert, Public Works Director, Lynn Fortie, Treasurer, Glen Gammell, Police Officer, Jennie Knight, City Recorder.

Visitors: Ann Richins, Paula Price, Lauren Andersen, Blaine Barrow, Eric Thomas.

6:00 P.M. BUDGET WORK SESSION

Mayor Richins called the work session to order.

Keith Wheelwright reviewed the proposed police budget. He said technical services are increasing for CSI services. This is provided through Weber County; they process crime scenes. Blood draws are also included in this line item. The Strike Force budget almost doubled this year as well. This rate is based on population and calls for operations. The Strike Force is based out of Ogden City. We pay for services because we do not have an office to serve on the force. Strike Force officers are full time positions.

Council Member Robinson asked for clarification on the doubling costs. Keith Wheelwright explained they do not have details regarding the operation costs. If we do not pay for these services, we would have to cover them ourselves and we do not have the man power or resources to do that. Lt. Wheelwright explained the travel and training increased to allow Lexipol training for officers. This allows for 40 hours of training per officer, which is personalized training getting each office up to date with any policy manual changes. Lynn Fortie asked for clarification on this since there is already a Lexipol specific line item. Lt. Wheelwright said this is more of a training service, not purchasing the Lexipol software manual itself therefore they have opted to pay out of the training budget.

Lt. Wheelwright explained the equipment line item has been increased; the current budget is over for this fiscal year. He also explained the Ford Mustangs have been serviced under warranty so we have not paid for any maintenance services for these. He said Westland Ford provides better service than other providers and they are charging reasonable prices for oil changes and other services.

Lt. Wheelwright provided a list of police fleet service vehicles. They have four vehicles in service for more than six years. The mustangs were not designed as police cars and the 2010 mustang will need a lot of service in the near future. They have held off on some repairs because they know the cost will be steep. One of the F-150 trucks should have been totaled out when it was involved in an accident. We have spent \$5,000 in maintenance on this vehicle. The proposed budget includes replacing three vehicles this year. The SUV police packages are cheaper and designed as specific police vehicles.

Another thing that has come up recently is finding a vehicle for the new code enforcement officer. Right now the city does not have a vehicle for administration. The previous officer used a personal vehicle. If retained the F-150 could be used for this service as a light duty vehicle. Council Member R. Pearce asked what type of maintenance is needed. Lt. Wheelwright said he believes suspension issues, fuel problems, and a water pump. Council Member Jensen asked if just the F-150 is having issues. Lt. Wheelwright said mostly just the one vehicle; some of the other vehicles have had minor issues. The numbers are somewhat low because they have not had to buy tires. Traffic enforcement wears out tires quickly. Mayor Richins asked if this includes oil changes. Lt. Wheelwright confirmed yes, all maintenance and equipment upgrades to the inside of the vehicles also. Mayor Richins asked for confirmation if they trade in the mustangs, will they be getting SUV's. Lt. Wheelwright said the pickup trucks last longer because they are heavier, but not as fast. The winter months are easier with 4-wheel drive. They have listed the low book value on the mustangs. Council Member Robinson asked how many officers are on duty per shift. Lt. Wheelwright said one duty officer at a time. Council Member Robinson asked why we have so many vehicles if only one officer is on duty at once. Lt. Wheelwright said the wear and tear on one police vehicle would run out in one year. Lt. Wheelwright explained the city police fleet policy which includes the ability to take home their patrol vehicle. Most officers live within the policy limits. One new officer is still relocating. Council Member Robinson asked what the policy limit is. Lt. Wheelwright said a 20 minute commute. He also explained this proposal is a request to replace vehicles, not purchase additional ones. Council Member Robinson said he feels they are supplying cars for the officer and asked why they cannot drive their own cars home. Lt. Wheelwright explained officers are often on call. They must respond to a call in a police vehicle. There are several incidents where all officers have responded to a fatality or similar call. Council Member Robinson asked how often this occurs. Lt. Wheelwright explained several times per year. Council Member Robinson gave an example of small rural communities where paramedics respond in their own vehicles. Lt. Wheelwright clarified those individuals are volunteering. Our police officers are hired officers. This is also a benefit that keeps good officers working on our force. Council Member Robinson asked if the gross wages are taxed for this benefit. Lt. Wheelwright said this is only required by federal law for unmarked police cars. They must only pay the taxable value. He stated Pam has looked into this and we meet the federal law. Lt. Wheelwright continued with the review stating the UCAN user fees decreased. Radio service is now part of the 911 tax. The remaining funds will cover the costs of the wireless hotspots for police vehicles. Mayor Richins asked why we do not use bike patrol. Lt. Wheelwright explained often times we only have one officer on duty at a time. If he is several miles away from his patrol vehicle on the bicycle, he would not be able to respond quickly. They do use the bike for quiet surveillance from time to time and to participate in special events. Lt. Wheelwright stated the emergency management line item has not been increased. This is used to buy handouts from the county and to reimburse citizens who take CERT training. Mayor and Council agreed to reduce this line item to \$500. Lt. Wheelwright said the county received grants for emergency preparedness.

Lt. Wheelwright explained Lexipol is the police policy manual. This is recommended by the Trust, the city insurance co, to meet police standards.

Council Member R. Pearce asked if we are following the no idle policy. Lt. Wheelwright said they have made a better habit of no idling. In the summer months they must keep the computer equipment cooled and the windows defrosted in the winter so there are times when vehicles are idling.

Supplies and expenses were reviewed. Due to the burn plant in Davis County being shut down, costs for disposal will increase. The contract with Waste Management will go up. Printing services remain stable; mostly business cards and forms are paid with this fund. They try to buy in bulk to maximize savings.

The uniform allowance keeps officer in compliance. This covers anything that is worn on the body. Ammo is purchased on the state bid. They use this to keep officers qualified. Recommendations include replacing duty ammo which is more expensive every few years. Lt. Wheelwright said the purchase has been made for the end of this year but is not reflected in the budget worksheet.

Grant expenditures is only money coming in. Lt. Wheelwright explained in a handout how the grant money is received and applied. Grant money is also used to pay salaries for specialty shifts like DUI and other alcohol enforcement shifts.

Mayor Richins asked if the projected revenues include the grant money. Lynn Fortie explained this can be added. Lt. Wheelwright explained the money is receipted into the general fund and expended through the appropriate category.

The anticipated amount was not actually spent out of the equipment budget. The proposed budget included the costs to buy car cameras. We received a grant to pay for this instead. The proposed 2017 equipment budget includes setting up the server with software capable of redacting protected information. Certain situations cannot be disclosed to the public. We currently do not have this capability. Lt. Wheelwright will be working to get grants for supplement the funding.

Computer Equipment increased for the items listed on the handout. This includes three laptops needing replacement and docking stations to accommodate this change. They are able to get good prices for these upgrades. Versaterm maintenance is not needed anymore. The software is now covered under the 911 tax through dispatch. Body armor has a 5-year replacement. When we hire new officers, we provide body armor. We have had some turn over this year which eliminated the need to replace the body armor for the current budget year.

Council Member Robinson asked if there is a wage list including the proposed increase. Lt. Wheelwright said he does not have a breakdown of the increase. Mayor Richins explained this wage increase proposal affect all employees. He also clarified the employee benefits increased by 5%. Council Member Robinson asked what percentage the city pays for employee benefits; he feels this is too high. Health insurance is available on the market for less money. Mayor Richins pointed out we have been going through a broker and getting the best price. Council Member Jensen suggested moving on with the police budget since benefits and wages are a separate discussion. Council Member Robinson said he would like to see a breakout. Bill Morris said Pam Crosbie can prepare a wage list for each employee for all departments.

Bill Morris explained the line items under the building department. He introduced Mike Mellor, the new code enforcement officer. We are transitioning between officers. We will need to increase the code enforcement budget due to resident feedback. They are asking for increased service on code enforcement issues. Mike Mellor currently works for Roy and does more proactive enforcement. He would like to implement a more proactive approach here in Harrisville. He likes to make personal contact with residents first, without a notice or citation. Because of this, he would like a administrative vehicle. Mayor Richins reminded Council we are mostly a complaint based program right now. Council Member Robinson asked if statistics will be covered. Bill Morris said we are trying to save money in the long run. He will document the enforcement calls through iWORQ. Council Member Robinson asked what types of complaints are typical. Bill Morris explained mostly landscaping and garbage in the yard. The only cases we end up taking to court are the extreme situations. Council Member Robinson expressed his concern with being a policed city and if Council agrees to take a more proactive role, the city property must be kept immaculate; including the property at the end of Independence Blvd. Bill Morris said we will meet the ordinance requirements just like everyone else.

Bill Morris asked Lynn Fortie to check into where the plan checks fees are being paid. He also suggested leaving enough in the travel and training for licensing purposes and to cover training for staff.

Sean Lambert explained to Council the need to replace the 1988 tractor used to cut down weeds. The city purchased this tractor brand new. They have looked at different tractor options. He is unsure what the value of the current tractor will be but the cost of a new tractor is \$36,000. The truck used in parks and recreation department is in need of new tires. He reviewed a breakout of costs. He plans to trade in the value of the bobtail truck. This is technically a motorpool item. The bobtail has less than 10,000 miles on it because we only use it to plow roads. He would like to get a more versatile truck for less money. Although it would not be as heavy duty as the current truck, it would still meet our needs. They need to order this new truck soon. The purchase of the new truck and sale of the old truck will happen next fiscal year. We may have a buyer for the old truck but not guaranteed. In the end it would be a transfer of money.

Sean Lambert also informed Council he increased his travel and training budget to meet his certification requirements.

Mayor Richins proposed holding a special budget work session to complete the discussion since the tentative budget must be passed the first meeting in May. Mayor and Council agreed to hold a budget work session on Wednesday, May 3, 2017 at 6:00pm.

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.

Mayor Richins led the pledge of allegiance and conducted the opening ceremony.

3. Consent Items.

- a. Approve the minutes of April 11, 2017 as presented.

MOTION: Council Member R. Pearce motioned to approve the minutes of April 11, 2017 as presented. Council Member Tracy seconded the motion. All Council Members voted aye. Motion passed.

4. Business Items.

a. Communities That Care

Paula Price introduced herself and explained her interest with the coalition called Communities That Care. She explained the purposed is to create a system that actively engages in local community processes, educates and motivates key leaders, promotes and establishes prevention policy, and coordinates a well planned prevention effort in every community. The structure includes a director/coordinator that helps facilitate communications between all interested organizations such as parents, educators, local businesses, healthcare professionals, law enforcement, media, local government, etc. So far they have identified a champion, created an inventory of community services addressing youth and family issues, and identified a lead agency committed to supporting the project, a roster of key leaders, and an initial work plan and timeline for getting started. The process begins with defining the problem, identifying risks and protective factors, developing and testing prevention strategies, and assuring widespread adoption. The framework includes reducing problem behavior by reducing risk factors and increasing protective factors, employing evidence based practices that are designed to decrease prioritized risk factors and increase targeted protective factors. The bottom line is this coalition is a tool that can be used to complete the Public Health process with a strong emphasis on local control with multiple agencies. There is support for communities to use Communities That Care.

Council Member Jensen asked what they do to actually prevent these things from happening. Paula Price responded that the need to identify the risk factors first and what is contributing to the use of substance abuse, for example. They evaluate what is already happening and what is already in place to address this so they are not duplicating things. They also include educating parents about underage drinking; finding out where the drinking is happening and who the supplier is. Then they address what they can additionally add to reduce the use. Are there gaps and can they review the evidence based data to show what else can be done. The coalition decides what to implement and how to prioritize.

Council Member Robinsons asked if they address bullying in schools. He gave an example of the pressure being put on the students to monitor themselves, including athletes. He said the leaders need to address these things with teams. Paula Price recognized there are already things that are happening and what things are being done to address suicide and depression. The greatest par is bringing everyone together. Parents, businesses, law enforcement, schools, and others involved in the community for everyone to be part of the solution. These are issues specifically affecting their own communities.

Mayor Richins suggested Council take some time to review this information. Paula Price encouraged Council to reach out to herself and also Lauren with Weber Human Services. Susanna Burt is a local member of the community and is the champion of the coalition. She is a parent and also works for the state. They are having a meeting May 18, 2017 at 5pm and invited at least two council members to attend. Council Member Jensen will try to attend.

Mayor Richins thanked Paula Price for her presentation.

b. Discussion/possible action to grant six month extension for final approval of Thoroughbred Crossing

Jennie Knight explained included in the packet was a letter from Ivory Homes requesting an extension for final approval of Thoroughbred Crossing. They are close to recording the plat but they need a few more weeks to complete some improvements. Bill Morris explained they have to setup escrow for any improvements they have not installed by the time they record. Council Member Robinson asked if there is anything included in the ordinance specifying the date to request an extension. Bill Morris said the six month due date is today. Council Member Robinson asked why they waited until the last minute to request an extension. Council Member Jensen suggested granting the extension stating this is not a big deal.

MOTION: Council Member Jensen motioned to grant a six month extension for final approval of Thoroughbred Crossing. Council Member R. Pearce seconded the motion. Council Members Tracy, Jensen, R. Pearce and J. Pearce voted aye. Council Member Robinson abstained. Motion passed.

c. Discussion/possible action to approve Harrisville Ordinance 491: Limited Mixed-use Development [Bill Morris]

Bill Morris explained the detail of the proposed limited mixed-use ordinance. Mixed-use will only be permitted on Washington Blvd and Wall Ave. Council Member J. Pearce asked if they should just include Hwy 89 at this time. Bill Morris explained Hwy 89 borders more agricultural land which may bring up some concerns. The minimum parcel size is 5 acres with a maximum area for residential of 65% and commercial 45%. Narrow parcels must be set back 400 ft. from the road. Residential and limited mixed-use both require a successfully negotiated developments agreements which include setback requirements, parking, open space, etc. This will be classified as R-1-6 with 6,000 sq. ft. with a maximum of six units on one lot. Each unit must have 1200 sq. ft. of living space, a two car garage, and 200 ft. of landscaping on the development. One tree per lot, building materials must follow earth tones. Mixed-use will not be allowed in manufacturing or industrial zones. Council Member Robinson asked if the 1200 ft. includes the garage. Bill Morris said this is not currently specified. Council Member R. Pearce said she would like to specify this does not include the garage. Mayor and Council agreed to change the wording to 1200 ft. of living space, with a two car garage. Council Member Jensen asked if the entire property would be considered mixed-use zoning. Bill Morris said developers would have to include the entire property. Council Member Tracy asked if this includes shops on the ground with living space above. Bill Morris confirmed this could be done if all of the regulations of the ordinance were met.

Council Member Robinson asked what type of people live in these homes. Bill Morris said this is considered moderate income housing. He does not have any data on that.

MOTION: Council Member J. Pearce motioned to approve Harrisville Ordinance 491: Limited Mixed-Use Development with amendment. Council Member Jensen seconded the motion. A Roll Call vote was taken.

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|---------------------------------|------------|
| Council Member Tracy | Yes |
| Council Member R. Pearce | Yes |
| Council Member Jensen | Yes |
| Council Member Robinson | Yes |
| Council Member J. Pearce | Yes |

Motion passed 5-0.

5. Public Comments - (3 minute maximum)

Ray Hurd expressed his concern about the pond that is next to his house. He asked Council to consider installing a privacy fence since his parcel is the only one completely bordering the pond.

6. Mayor/Council Follow-Up:

Bill Morris said we are excited to bring on the new code enforcement officer. He expressed his appreciation for staff and their response to issues that arise. They facilitate the process and respect property rights. He asked Council to acknowledge staff and the excellent service they provide.

Mayor Richins asked if Council has seen the new videos promoting the city. This is an idea brought back from the league training in St. George. Council Member Tracy said they are engaging the attention of the youth. Mayor Richins said there are plans for more to help generate interest in the city.

Council Member Jensen asked if Farmer's Market will be accepting multiple vendors for the same product. Jennie Knight said she reviews the applications and tries not to allow more than one vendor of each specific product.

7. Adjourn.

Mayor Richins declared the meeting adjourned at 8:04pm.

ATTEST:

BRUCE RICHINS
Mayor

JENNIE KNIGHT
City Recorder
Approved this 9th of May, 2017

**MINUTES OF HARRISVILLE CITY
CITY COUNCIL WORK SESSION
Wednesday, May 03, 2017 – 7:00 p.m.
Council Chambers
363 West Independence Blvd
Harrisville, Utah 84404**

Present: Mayor Bruce Richins, Council Member Jeff Pearce, Council Member Gary Robinson, Council Member Jennifer Jensen, Council Member Ruth Pearce, Council Member Austin Tracy.

Staff: Bill Morris, City Administrator, Sean Lambert, Public Works Director, Bryan Fife, Recreation Director, Max Jackson, Police Chief, Lynn Fortie, Treasurer, Pam Crosbie, Finance Clerk, Jennie Knight, City Recorder.

Visitors: No visitors were present.

6:00 P.M. WORK SESSION

1. Discuss FY 2017-18 Proposed Budget

Mayor Richins called the work session to order. Bryan Fife explained the Parks and Recreation budget. He gave an update on resident Jay Hurd's request for a privacy fence. A white vinyl fence would cost the city \$3,797.50. The current fence is a chain link fence; installing slats in the current fence could also be an option.

He also informed Council Jim Ito, who has been running the tennis program, is retiring after this season. He created the tennis association as a 501c3 nonprofit organization and just uses our tennis courts to facilitate the program. When he began the program 4-5 years ago he only had few interested residents. He now has over 150 Harrisville residents alone that participate each year. He owns the equipment through his nonprofit organization and will retaining this. He plans to continue lessons in elementary schools. When he is through teaching completely he will donate his equipment to the city. The main concern is we do not currently have equipment to provide this program. There is also no one in mind to replace him.

Mayor Richins pointed out Jim Ito has run this program for years as a volunteer and expressed concern about finding another volunteer willing to run this. Bryan Fife explained Jim Ito recommended the city become a member of the United Tennis Association which will make us eligible for grants. These grants might include money for the equipment. There is a potential cost of \$1500 to \$2000 to start up the program initially. The only recurring cost will be to replace tennis balls. Jim Ito currently gives a cash bonus to the volunteers at the end of the season. The city would have to pay around \$15 per hour to hire staff. Volunteers would be difficult for a long term program. Jim Ito will be around and available for questions however he will not be running the program after this season. He is also willing to provide training for the city to take this on. He has a vested interest in this program continuing. Unfortunately we currently do

not have anything in place to keep the program running and this was just brought to his attention this afternoon therefore he has not had time to review the possibilities.

Bryan Fife reminded Council in February he mentioned he would like to expand the recreation program. He has since been approached by an individual who is interested in helping create a summer kids program. She just graduated with a degree in exercise science and would like to help get kids more involved in the outdoors beyond traditional sports. They have begun discussions regarding age divisions, cost, etc, similar to what Jim Ito did with the tennis program. He would like to hire her to run a children's summer camp which would include activities like a fishing club, Arbor Day tree planting celebration and other similar activities. They have designed a paper program with an outline of activities. They will start with advertisement and move into an open registration period for two weeks. There is not a lot of time this year so they would like to open registration as soon as possible. Camps begin right after school ends and end right before school begins. The program would guarantee six weeks of activities on Tuesdays and Thursdays. They anticipate around 25-50 participants. He is approaching Council regarding the suggested fee amount. He realizes Council subsidizes the recreation budget through the general fund and would like them to help decide the fee. All participants would receive a t-shirt, bottled water, and camp supplies. He reviewed the cost breakdown for the program. He feels it is important to pay this individual running the program based on her experience. He has projected \$14 per hour for six weeks. He has already included in the recreation budget for two part time seasonal staff at minimum wage. If Council decides to move forward with this program, we need to have flexibility to hire more help, as long as he stays within the budget. Supply costs are based on length of the program. He reviewed the costs approximating \$6,153 for a twelve week program. He recognizes Council may have concerns with how to fund this program when the budget has a lack of funds. He is proposing using the existing part time seasonal budget since he has extreme difficulty filling this position for April, May and September; once school ends he is able to fill this. This proposal would not necessarily impact the budget since these funds already exist. He can staff and run the program with existing funds with exception to the \$800 supply budget. He feels we have the ability to make this work.

Council Member Jensen asked how many kids they anticipate for participation. Bryan Fife said likely 45 kids per week; 15 in each age group. Estimated fees might pay for the program. Bryan Fife would like to provide this program without costing the city any money. He created a short job description and put together a summer flyer to distribute in the schools. He was pleased he had someone approach him and offer to run the program. Council Member Jensen said there are waiting lists for these types of programs. Mayor Richins asked what the entry fees are in other cities. Council Member Jensen explained they vary depending on the class being offered. She expressed her agreement with offering this program. She feels like residents will like this option. Bryan Fife explained the rest of the recreation budget is fairly cut and dry. There are no major changes from last year. He slightly increased where he went over in the current budget. One area that was updated is his overtime budget. He found out his overtime was being paid out of public works. He now has his own overtime budget line item. This

is mostly to address the issue when schools shut down over the holidays during the basketball season, Majestic Elementary requires a city staff member to be present during practices.

Bryan Fife also mentioned his travel and training line item increased slightly due to new per diem rates. Pam Crosbie explained it was brought to her attention we have not been following our per diem policy which states we must use the IRS guidelines for per diem. When she checked the rates this doubled the per diem per day to \$51 instead of \$24. Mayor and Council gave a brief discussion about the possibility of changing this policy to lower the rates. Pam Crosbie said no employees have had an issue in the past with the lower rates. Bill Morris explained the rates have not increased in years. Bryan Fife said he is happy to leave the same amount in recreation with no increase.

Other recreation budget items are fairly consistent. Costs for building reservations were reviewed. Bryan Fife explained he must budget according to worst case scenario in some circumstances. Council Member Jensen asked if recreation participation increased. Bryan Fife responded basketball increased but baseball/softball decreased slightly with the new changes with coaching. He bumped up the jerseys line item because he almost ran out this year. Membership dues increased due to changes with Sportsites. This is now an annual fee of \$2000 which is marginally higher than what we have been paying. Sportsites takes their cut of the registration fees and then pays the remittance to the city. Council Member Robinson asked what this provides the city. Bryan Fife said online registration for recreation. Bill Morris said the city uses Sportsites for all recreation registration fees. Council Member Jensen said this is paying for itself with the recreation numbers. Lynn Fortie said he would have to combine several accounts to provide the recreation revenue. Bill Morris estimated the city receives approximately \$29,000 in revenue in contrast to the \$2000 expenditure. Mayor Richins pointed out the ease of using this site. Council Member Jensen confirmed this saying once individual information is input it remains from year to year. Bill Morris reminded Council we would have to hire another employee to cover registration without this. Mayor Richins informed Council he cut the Heritage Days budget to \$7,500. Council Member Jensen expressed concern with being able to run this for that amount. Mayor Richins said this is up for discussion. Bryan Fife said there is a \$500 breakfast included that he can remove. He urged Council to let staff know what they are expecting. Bryan Fife included a list of possible cuts. One being Christmas lights. The current installation process is rather dangerous and he worries about employee safety. Mayor and Council briefly discussed this. Bryan Fife also mentioned playground wood chips will be installed in one of the parks as an Eagle Scout project. The city will just cover the cost of delivery for the wood chips. Sand is quickly becoming an issue with kids putting this down and clogging drains. The list includes good projects but he will leave it up to Council to decide what to include and what to eliminate.

Lynn Fortie reviewed the remaining budget items including Capital Projects Fund. With the tentative budget scheduled for adoption next week, he tried to prepare this so Council can make any changes they see fit. He also reviewed the sewer fund, storm

water, and garbage funds. He reminded Council the expenditure of these funds is specifically controlled.

Lynn Fortie reviewed the motor pool. He explained that purchases are made out of the motor pool and then payments are made from the appropriate departments. He noted the vehicles still making payments to the motor pool. Most of this money paid into the motor pool comes from the general fund but some is from storm water.

Council Member J. Pearce asked how the deficit at the transfer station will affect us. Mayor Richins informed Council this is being passed on to Waste Management. Weber County Transfer Station has been operating in the red for quite some time. There is a total of \$2.6 million that needs to be paid back to the county enterprise fund. This was originally approved to be paid back within 10 years and now it has been changed to five years. Mayor Richins explained the mayors throughout the county have really held the commissioner's feet to the fire on this issue but with two commissioners being new they have not really had time to grasp what was happening. Mayors from all cities have been very vocal about this. It does not feel right and there was no interlocal agreement however the money must be paid back. Council Member Robinson asked how they can demand the money without an interlocal agreement. Mayor Richins explained the cost will be passed on to Waste Management. Council Member Jensen commented that seems like a huge sum to be paid over five years. Mayor and Council discussed how any enterprise fund should be audited and how the county could have missed this, no one knows. Council Member Jensen asked how much each city will pay. Mayor Richins said he is looking to get this information shortly from Waste Management. He said he sent out the nine page power point presentation given to WACOG. Council Member Robinson asked if the county uses an auditor. Bill Morris said he believes this is done in house. He explained the comptroller is taking a more active role and they have seen a difference with animal control already.

Council Member Robinson asked for a balance sheet. Lynn Fortie explained the audit report includes this information. Also the monthly report contains the totals as well. Council Member Robinson said this should be part of the projected balance sheet. Lynn Fortie said he can just take the financial that he provides each month to show this information.

Sean Lambert explained he has a letter of intent from West Bountiful for the sale of the 2008 Bobtail truck. The deadline to order the new truck is tomorrow. They are able to sell the truck for \$70,000 and buy a truck with a dump bead and snow plow for the same amount of money. There is already a sander available for a new truck. He is seeking permission on the sale of the truck and order of a new truck.

Lynn Fortie explained there is a short fall of \$172,439. The tentative budget is showing reserves to cover the expenditures as the budget sits right now. This is also only showing the financials through March of 2017 and there are three more months of the current fiscal year. The projected budget surplus for the current fiscal year is \$105,952 if the revenues and expenditures hold through the end of the year. That would easily cover the shortfall from the projected year's budget. He explained if the year ended right

now that is how much would go into the reserve. The Council could then take this money out to cover the shortfall. Bill Morris also suggested increasing building permits based on Council passing the mixed-use ordinance last week. There are now several opportunities for more building permit revenue. That additionally increases plan check fees.

Mayor Richins reviewed the changes that he and Lynn Fortie made which include increasing building permit revenue and state liquor funds. Mayor Richins questioned whether we need to include the bank fees. Lynn Fortie said we still have some expenditure from this item. Computer equipment includes a note for the new copy machine.

Mayor Richins mentioned the new proposal for animal control. He decreased this to \$35,000 with the yearly and long term commitments. Pam Crosbie said they bill quarterly for services, shelter, and the bond. Council Member Robinson asked what the length is for the bond payments. Bill Morris said 20 years total but he cannot remember the starting year. Max Jackson expressed he has a lot of questions about the new proposal. Mayor Richins asked if the police travel and training could be reduced again to \$7,500. Max Jackson said the Lexipol training gives our officers the required training hours which in turn keeps the city in compliance. The more educated the officers are on the policy the less likely we are to have problems. They can receive the training and not have to leave the city. Max Jackson explained Lexipol as a training method on the policy manual and he feels it is a really good program. Pam Crosbie said the Utah Local Government Trust requires the policy have Lexipol in order to qualify for the safety grant. Max Jackson explained he feels that Lexipol helps us have reduced insurance premiums and have better training and less liability. Mayor Richins said he is only speaking of the Lexipol enhancement under the training budget. Max Jackson noted that it can be cut if the Council opted to do so.

Gasoline was reduced from \$30,000 to \$20,000. Mayor and Council agreed to reduce the supplies and equipment line to \$4,000. Max Jackson said they can do that and worst case scenario they will go over budget. Mayor Richins commented he understands that unforeseen things come up. Max Jackson said that is why the motor pool fund makes sense, because when something happens the money is already in place.

Council Member Robinson asked about alcohol enforcement by highway safety. Council Member Jensen pointed out the alcohol and beer tax is a separate line item. Max Jackson explained the beer tax money must be justified for enforcement, prosecution, and equipment. They use a formula based on population, alcohol sales places, and number of alcohol related citations issued. Highway safety gives money for shifts. When it comes to the general fund bookkeeping, these must be separated out. So far, we have received enough money coming in from safety grants to cover these shifts. In turn we are going to fund the body cameras and dash cameras from money through grants. In the past we have paid out of one and now we must show them separately. We are allowed to use the beer tax money for technology. Council Member Robinson asked if

an enterprise fund can be setup. Bill Morris said this does not meet the requirements for enterprise funds. Lynn Fortie pointed out they spend this money every year. Max Jackson said they must spend this money or it will be given to another city. A state tax impound is done for each DUI. For a short period of time the car becomes property of the state. Fees are around \$400 per vehicle to release the vehicle from impound. The state then pays for the safety shifts out of this money. Lynn Fortie pointed out this is straight reimbursement. Council Member R. Pearce asked why more money hasn't been spent out of this budget. Council Member Jensen asked if they are the same. Pam Crosbie said this payment is a payroll action. She explained this account was setup after the money had been paid out of the other budget line item. Mayor Richins said officers are required to keep separate time cards for these shifts. Max Jackson pointed out even chiefs are allowed to cover these shifts.

Mayor Richins asked why the plan check fees were not spent. Pam Crosbie clarified that was previously paid to Ken Martin and is now included in Sean Lambert's salary. Mayor Richins said he reduced the public works travel and training back down to \$3,000 and equipment repair and maintenance to \$14,000. Council Member Jensen asked if this can be reduced to \$10,000. Sean Lambert said this is to cover a blown transmission or other large repair that may be necessary over the year. Council Member Tracy asked with the maintenance of the old street sweeper now being removed, if the line item could be reduced. Sean Lambert explained street sweeper maintenance comes from storm water funding. They are in need of new tires for two trucks but they can possibly purchase those out of this year's budget. Council Member J. Pearce asked if the trucks are still under warranty. Sean Lambert said only two trucks are under warranty. He said he would rather cut the tractor from the budget than the equipment. Although they have to work on the tractor every time they use it, he would rather remove the new tractor from the proposed budget. There are too many unknowns about the equipment and he also covers the equipment for parks as well.

Mayor Richins said he reduced the building and maintenance back to \$9,500. Sean Lambert said that is fine although he worries about the age of the furnaces at the cabin and city hall. Mayor Richins asked why no money has been spent out of sidewalk repairs. Sean Lambert explained they have had one repair so far and they are planning more with the warmer weather.

Lynn Fortie asked if they still need a part time employee. Sean Lambert said this is for helping Dan during the summer months to cover building maintenance and the restrooms at the parks. There was a high turnover rate last year that affected this. Historically this has been spent.

Council Member Jensen said the average increase for benefits is over 10% for Ogden and North Ogden. Bill Morris said Marriott-Slaterville increased 9%. Mayor Richins asked what is the ratio for employee contribution on benefits in Ogden. Council Member Jensen said this depends on the plan selected but employee contribution is 80/20. Council Member Robinson asked if the snow plow budget could be reduced. Sean Lambert pointed out we started this winter with a full salt pile and there is nothing left.

They will have to replace this but there was no salt available after this season. He does not know how the next winter will fare but he would like to leave this.

Bryan Fife said field maintenance could be reduced. Moving baseball/softball games up this year hurt us. We did not use all of this because we did not have staff but he recommended reducing this by \$1,000. Also the splash pad can be reduced to \$6,000. Mayor pointed out the Rocky Mountain Power issue from last season. Bryan Fife said he suggested a contingency for the splash pad in case of an incident but will not be including that.

Mayor Richins said he reduced the Heritage Days budget to \$7,500. Bryan Fife said there is little reserve to make sure things are covered. Council Member Jensen asked how much he has budgeted for the 5K. Bryan Fife said he could reduce the amount for the 5K. Mayor Richins pointed out this is up to Council. Council Member Jensen said only \$5,400 was spent last year. Council Member Tracy pointed out this was a half day celebration. Bryan Fife said preliminary numbers are at \$8,000. Mayor and Council agreed to \$9,000 for Heritage Days.

Council Member Robinson asked about books and membership fees. Bryan Fife again explained this is the Sportsites subscription fee. Council Member Robinson suggested increasing recreation fees. Bill Morris pointed out this is a \$400 difference from last year. Bryan Fife agreed to revisit the fee schedule and suggesting setting the fee schedule based on age brackets. Council Member Jensen asked for Bryan Fife to collect surrounding cities fee schedules. Bryan Fife said he has this information already. Council Member Robinson asked if we charge a non resident fee. Bryan Fife explained he often has to enlist more players to fill teams and feels this is inappropriate to solicit more players and make them pay a non resident fee. Council Member Robinson suggested we cancel age groups that don't have enough players. Council Members Jensen and Tracy disagreed. Bryan Fife said he does not want to penalize those kids that want to play and sign up on time. Bill Morris suggested drafting a new fee resolution towards the end of June.

Mayor Richins challenged Council to review all the budget details and bring any suggestions next week so the tentative budget can pass. Council Member R. Pearce suggested department heads make cuts to any items they can. Bryan Fife commented he has made as many cuts as possible. Mayor Richins said Lynn Fortie broke down the proposed merit increase and each percentage of increase is a cost of \$13,500. He asked Pam Crosbie to find out the potential savings of an 80/20 employee benefit contribution rate. Council Member Jensen said she would like to know how much this will cost each employee. Max Jackson pointed out the police department just lost another officer to Pleasant View this week. They are offering more money and he understands why they leave. He strongly suggested not cutting into employee benefits. Council Member Robinson said he feels there is no loyalty; people do not even stay for money. Max Jackson stressed the cost of training new officers and the impact this has in the long run. Council Member Jensen said the city needs to look out for employees. She pointed out in the case of a disaster, the city would not want to have unseasoned employees who may not have any experience dealing with issues that arise. She feels

like the city needs to take care of the employees. Mayor Richins said he would just like to see this information. Bryan Fife commented he also lost an employee to another city for a higher wage. He only had three applicants for the position. Max Jackson said police academy numbers are low and the quality of applicants is an issue. Council Member Jensen commented the Council needs to bring in business to take care of employees.

Council Member Robinsons said eventually there is a point where things have to change. He feels that government agencies need to be in line with private sector. Council Member Jensen said the city needs to be competitive with employee wages. Council Member Robinson said the residents will take issue with this. Council Member Tracy pointed out if there is no service rendered to residents because of poor staffing that will become an issue. Max Jackson said the service received to residents for the taxes paid is unsurpassed. Mayor Richins said further discussion will take place at the next budget work session on May 9th at 6:00p.m.

2. Adjourn

Mayor Richins declared the meeting adjourned at 8:17p.m.

ATTEST:

BRUCE RICHINS
Mayor

JENNIE KNIGHT

City Recorder

Approved this 9th day of May, 2017

**HARRISVILLE CITY
RESOLUTION NO. 2017-03**

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN HARRISVILLE CITY AND WEBER COUNTY
RELATING TO RECREATION, ARTS, MUSEUM, AND PARKS
("R.A.M.P.") FUNDING.**

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

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

WHEREAS, Harrisville City (hereafter "City") applied for and received certain R.A.M.P. funds from Weber County (hereafter "County") as specified in the Interlocal Agreement for this purpose;

WHEREAS, the City desires to enter the Interlocal Agreement with County for the disposition and expenditure of said R.A.M.P. funds in accordance with the proper policies and practices specified in the Interlocal Agreement negotiated for this purpose;

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

PASSED AND APPROVED by the Harrisville City Council this 9th day of May, 2017.

BRUCE RICHINS, Mayor

ATTEST:

JENNIE KNIGHT, City Recorder

Roll call vote is as follows:

| | | |
|---------------|-----|----|
| Ms. Tracy | Yes | No |
| Ms. R. Pearce | Yes | No |
| Ms. Jensen | Yes | No |
| Mr. Robinson | Yes | No |
| Mr. J. Pearce | Yes | No |

**RECREATION, ARTS, MUSEUMS AND PARKS
(RAMP) FUNDING AGREEMENT BETWEEN WEBER
COUNTY and HARRISVILLE CITY**

THIS AGREEMENT is entered into and made effective the 18 day of April, 2017, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and Harrisville City, non-profit organization, located at 363 W. Independence Blvd, Harrisville, UT 84404, hereinafter referred to as "RECIPIENT."

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "RAMP Tax" Title 34 Chapter 6, Weber County Ordinances; and

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the RAMP funds (hereinafter "Funds") pursuant to state statute, county ordinance, and RAMP policies;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions contained in this Agreement, the parties agree as follows:

**SECTION ONE
RAMP FUND REQUIREMENTS**

1.1 In exchange for receipt of Funds, RECIPIENT agrees to the following uses and limitations of uses for the Funds:

A. Funds shall be expended in compliance with Utah Code Ann. § 59-12-702(4)(a):

"Cultural organization:"

(i) means:

(A) a private nonprofit organization or institution having as its primary purpose the advancement and preservation of:

(I) natural history;

(II) art;

(III) music;

(IV) theater;

(V) dance; or

(VI) cultural arts, including literature, a motion picture, or storytelling;

(B) an administrative unit; and

(ii) (A) a private non-profit organization or institution having as its primary purpose the advancement and preservation of history; or

(B) municipal or county cultural council having as its primary purpose the advancement and preservation of:

- (I) history;
- (II) natural history;
- (III) art;
- (IV) music;
- (V) theater; or
- (VI) dance.

- B. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701. et. seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- C. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties and bad debt expense.
- D. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2018, or within 60 days of the project completion, whichever occurs sooner. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2018, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.
- E. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to: all playbills, brochures, advertisements, flyers, banners and newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.

- F. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.
- G. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.
- H. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Weber County. RECIPIENT further agrees to inform the COUNTY'S Representative, named hereafter, of such an event and shall provide tickets to the event, without charge, in a number requested by said Representative. Utah Code Ann. § 59-12-705; Weber County Code § 34-6-9.
- I. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Officers' and Employees' Ethics Act. Utah Code Ann. § 67-16-1, et. seq.
- J. RECIPIENT agrees that although it is not a "public body" as defined by Utah's Open and Public Meetings Act (Utah Code Ann. § 52-4-1 et. seq.), and because RECIPIENT receives public funds, it will adhere to the spirit of the statute, whenever discussing RAMP funding, by making its board meetings open to the public.

SECTION TWO USE OF FUNDS

- 2.1** All expenditures of Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by the COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, the COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/or causes of action available to COUNTY. Further, COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds received.
- 2.2** If RECIPIENT determines for any reason not to use the Funds specified in its funding application and as approved in this Agreement during the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other

projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/function.

- 2.3 If RECIPIENT fails to use its Fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

**SECTION THREE
CONSIDERATION**

- 3.1 Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 34 Chapter 6 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for Funds as follows:

Harrisville History & Virtual Museum \$5,000

**SECTION FOUR
EFFECTIVE DATE**

- 4.1 This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2018 or within sixty (60) days of the project completion, whichever occurs earlier.

**SECTION FIVE
AUDIT**

- 5.1 COUNTY reserves the right to audit the use of the RAMP Funds and the accounting for the use of Funds received by RECIPIENT under this Agreement. If such audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.

**SECTION SIX
MAINTENANCE AND AVAILABILITY OF RECORDS**

- 6.1 RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY during regular business hours upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a manner and form approved by the Weber County Auditor's Office. The parties hereby stipulate that ownership

of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. Utah Code Ann. § 63G-2-101 et. seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

SECTION SEVEN ASSIGNMENT OR TRANSFER OF FUNDS

- 7.1 It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

SECTION EIGHT INDEPENDENT AGENCY

- 8.1 It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents or employees. The parties agree that the Funds provided to RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S application for Funds and in this Agreement, COUNTY shall have the rights provided it under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

SECTION NINE INDEMNIFICATION

- 9.1 RECIPIENT agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of this Agreement, or, if not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.

- 9.2 COUNTY agrees to indemnify, defend and hold harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.
- 9.3 COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the Utah Governmental Immunity Act (Utah code Ann. § 63G-7-1 et seq.) does not, by the provisions of this paragraph, nor any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

SECTION TEN INSURANCE

- 10.1 RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage required is as follows:
- A. **General Liability.** Comprehensive general liability insurance protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the parties during the parties' relationship engendered by the grant of Funds under this Agreement. Such period of time shall be the term of this Agreement, or if the Funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the parties shall be extended until such time as all said Funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) per person, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence, for bodily injury; and ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence for property damage. COUNTY shall be specifically named as an insured party on such policy or policies.
- B. **Workers' Compensation.** Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.
- C. **Waiver of Insurance.** In certain cases the COUNTY may waive the insurance requirement due to the size of the award or the nature of the RECIPIENT. If the insurance requirement is waived, the COUNTY will initial this paragraph: _____.

- D. **Certificate of Insurance.** RECIPIENT shall provide a certificate of all insurances to the COUNTY Representative.

**SECTION ELEVEN
MISCELLANEOUS**

- 11.1 **Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:
- A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board (Exhibit 1);
 - B. Certificate of Insurance as specified in Section Ten unless otherwise waived.
- 11.2 **Amendments.** This Agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 11.3 **Authorization.** The individuals signing this Agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 11.4 **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 11.5 **Compliance with Laws.** During the time the RECIPIENT is expending the Funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to: laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.
- 11.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 11.7 **County Representative.** COUNTY hereby appoints Holin Wilbanks, or her designee, as the COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary, for RECIPIENT'S performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this

Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees, or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.

- 11.8** **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.
- 11.9** **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent for either party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties in accordance with Section 11.2.
- 11.10** **Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.
- 11.11** **Interpretation.** The entire agreement among the parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, Utah Code Ann. 1953, as amended; and Title 34 Chapter 6, Weber County Ordinances, as amended.
- 11.12** **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation and the funding decision.
- 11.13** **Termination.** The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall terminate by delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement. The

rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year recited above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James Ebert, Chair

Commissioner Ebert voted _____
Commissioner Gibson voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

By _____
Title _____

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

On the ____ day of _____, 2017, personally appeared before me _____ who being by me duly sworn did say that she/he is the _____ of the Harrisville City, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said person acknowledged to me that said corporation executed the same.

NOTARY PUBLIC



RAMP GRANT APPLICATION 2017

Please Check the Appropriate Type of Grant, Category, and Classification for This Request

See Filing Deadlines on the Back of This Application

TYPE OF GRANT

Major (\$200,000 and up) Regular (\$2,001 to \$199,999)

GRANT CATEGORY AND CLASSIFICATION

Parks & Recreation
 Recreational Facility

Arts & Museums
 Cultural Facility
 Cultural Organization

ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

| | | | |
|--------------------------|-------------------|--------------------------------|----------|
| Harrisville City | | | |
| Address | City | State | Zip Code |
| 363 W. Independence | Harrisville | Utah | 84404 |
| Contact Person | Title or Position | | |
| Shanna Edwards | City Historian | | |
| Phone No. | Fax No. | Email Address | |
| 801-782-4100 | 801-782-1449 | sedwards@cityofharrisville.com | |
| Alternate Contact Person | Title or Position | | |
| Jennie Knight | City Recorder | | |
| Phone No. | Fax No. | Email Address | |
| 801-782-4100 | 801-782-1449 | jknight@cityofharrisville.com | |

Has This Organization Been Registered in Weber County for Three Years or More? Yes No
If you answered 'no' to this question, you are not eligible to apply.

Date of Incorporation: April 9, 1962 Federal Tax ID Number: 87-0259789

Please indicate your organization's status. Nonprofit Government Agency Educational Affiliate

If A Government Agency Applying Under Arts & Museums, Do You Have A Separate Cultural Council? Yes No

PROJECT NAME: Harrisville History and Virtual Museum Priority of This Project: 1
(If you have multiple requests)

Funds Requested From RAMP: \$ 5,000.00 Total Cost of Project: \$ 10,000
You must attach a detailed budget for your project, including competitive bids / and/or cost comparisons or your grant may be declared ineligible.

Would You Accept Partial Funding? Yes No If An Event, What Is the Date: _____

Location of Project: Harrisville City

Brief Summary of This Project: (Do not exceed the space in this box)

Harrisville City has a number of historical documents from the early settlement founded by Martin Harris and up to current day. Many of the old document are in desperate need of archiving, and the all the history can be made available to the public by digitizing.

The City desires to retain the services of Mountain West Digital Library at the Stewart Library at Weber State University to digitally archive the City History and create the virtual museum. A virtual museum is an online collection of photographs of rare and historical artifacts and locations related to the community. The archiving is achieved by digitally scanning and converting historical documents to a searchable PDF format.

Once the City History is digitized, it will be permanently hosted online at the Mountain West Digital Library and available to the public worldwide.

Please Provide the Organization's Official Mission Statement: (Must Comply with RAMP's Primary Purpose)
The mission statement of Harrisville City is to ensure that Recreation, Arts, Museums, and Park funds provided by Weber County, when used to fund recreational and park facilities, meet the requirements of Weber County RAMP Ordinance 24-7-1; 24-7-3; 24-7-4. The City seeks to meet the requirements of Weber County Ramp Ordinance 24-7-1; 24-7-3; 24-7-4 be met.

Describe How Many People Will Be Affected By This Project and How:
Having the City History online will make it available to the entire modern world via the Internet. No longer will the public and historians have to come to the city office to research our community or their family history, it will be available online for everyone to enjoy.

Explain What Funding Resources Your Organization Has:
Harrisville City General Fund

Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:
RAMP sponsorship of the City History will be posted online as part of the City History.

RAMP applications will not be accepted after the filing deadline and any application that has not met the filing requirements will not be considered. Please make sure you have completed the following before submitting your application: (Check the box to the left of each line to make sure you have complied with each step)

- Read the information sheet for completing a RAMP application
- File timely (**Deadline for filing Major & Regular Grants – January 13, 2017. EZ Grants – April 3, 2017**)
- Complete all areas of the application
- Attach proof of nonprofit status
- Provide your organization's mission statement
- Attach detailed budget for entire project and an explanation of how the RAMP funds will be used
(This would include any matching funds and/or letters of support)
- Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- Sign and date the application
- Remove the information sheet and charts
- Submit fifteen (15) copies of the application and supporting documents

I hereby acknowledge that I have read the information sheet attached to this application and that all documents submitted to the RAMP Tax Committee for this application are true and correct to the best of my knowledge. I furthermore acknowledge that I have the authority to bind this organization to the project.

Shanna C Edwards
Signature

City Historian
Title

12-20-2016
Date

FILING DEADLINE FOR MAJOR GRANTS: January 13, 2017 5:00 pm
FILING DEADLINE FOR REGULAR GRANTS: January 13, 2017 5:00 pm
FILING DEADLINE FOR EZ GRANTS: April 14, 2017 5:00 pm

Completed applications should be filed in the Weber County Commission Office by the date & time listed above.

RAMP Tax Advisory Board
Weber County Commission
2380 Washington Blvd., Suite 360
Ogden, Utah 84401

For more information contact:
Shelly Halacy 801 399-8406 shalacy@co.weber.ut.us
Holin Wilbanks 801 399-8419 hwilbanks@co.weber.ut.us

| Harrisville History – RAMP Application – Digital Museum Project | |
|------------------------------------------------------------------------|--------------------|
| Detailed Project Budget | |
| Project Expenses | Amount |
| Mountain West Digital Library (See Digital Services Price List) | |
| Collection setup in DAMS | |
| Scanning | |
| Metadata | |
| Storage | |
| Total | \$10,000.00 |
| Project Revenue | Amount |
| Weber County R.A.M.P. | \$5,000.00 |
| Harrisville City | \$5,000.00 |
| Total | \$10,000.00 |

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Mountain West Digital Library

Digital Services Price List

Effective January 1, 2015

The following prices serve as maximums for the specified services when rendered by MWDL Hosting Hubs on behalf of MWDL Partners.

Collection Set Up in DAMS

Project set-up fee

\$300.00 per collection

One-time fee to interview Partner and configure collection in DAMS

Scanning

Not all scanning services are available at all MWDL Hosting Hubs.

After first 1,000 scans in any category, the scan price is reduced by 20%.

Prices below are for standard high-quality imaging resolutions. Special fees may apply for higher resolutions.

Rush fees may apply.

Text Scans

Size limited by scanning equipment dimensions, usually 11 x 17 inches

Includes auto-generated OCR (uncorrected)

Hand-fed/manual feed

\$0.75 per page

Auto-fed

\$0.50 per page

High-speed robotic scanning

\$0.10 per page

Hard cover volumes

\$0.15 per page

Soft cover volumes

Slide Scans

Hand-fed/manual feed

\$1.00 per image

Auto-fed

\$0.50 per image

Negative Scans

Less than 4 x 5

\$1.00 per image

4 x 5 or larger

\$2.00 per image

Photo Scans

Standard price includes straightening and cropping.

Standard sizes, usually under 11 x 17

\$2.00 per image

DRAFT 11/14/2014

| | |
|----------------------------------------------------------------------|-------------------|
| Large format scans, usually over 11 X 17 | \$5.00 per image |
| Oversize or Special Scans (shot with camera) | \$5.00 per set up |
| Set-up fee | \$2.00 per shot |
| Per shot | |
| Post-processing | |
| <i>Billed in six-minute increments</i> | |
| Routine processes (e.g., color correction, de-skewing, de-speckling) | \$20.00 per hour |
| Advanced image manipulation | \$40.00 per hour |

Materials Handling

*Special handling charges for fragile or hazardous materials may be assessed by Hosting Hub.
Transportation fees may be assessed by Hosting Hub.*

Metadata

*Each level includes the lower level(s) of service if applicable. For example, Level 4 metadata includes import, technical metadata, and controlled headings.
Rush fees may apply.*

| | |
|----------------------------------------------------------------------------------------------|--------------------------------------|
| Level 1 | \$0.10 per record |
| Importing complete records via spreadsheet supplied by Partner | |
| Level 2 | \$0.50 per record |
| Adding technical metadata fields | |
| Level 3 | \$1.00 per unique controlled heading |
| Research and assignment of controlled headings (e.g., subject, geographic, name authorities) | |
| Level 4 | \$5.00 per record |
| Creating full metadata records with information supplied by Partner | |

Storage

| | |
|---------------------------------------------|-------------------|
| File Storage at Hosting Hub | \$10 per gigabyte |
| One-time fee (for 10 years of file storage) | |

*Storage beyond first 10 years may be provided by the Hub at a negotiated rate.
Storage prices for large projects may be negotiated directly with Hosting Hub.
Storage does not include digital preservation. Some Hosting Hubs offer preservation for an additional fee.
File copying for Partner use may be negotiated with Hosting Hub.
Postage and handling fees may apply.*