# HARRISVILLE CITY

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

COUNCIL MEMBERS: Grover Wilhelmsen Steve Weiss Blair Christensen Max Jackson

Karen Fawcett

MAYOR: Michelle Tait

#### CITY COUNCIL AGENDA July 8<sup>th</sup>, 2025

Zoom Meeting Link
Meeting ID: 876 5992 9509
Passcode: 357932

#### 7:00 PM City Council Meeting

Presiding: Mayor Michelle Tait Mayor Pro Tem: Steve Weiss

- 1. Call to Order [Mayor Tait]
- 2. Opening
  - a. Pledge of Allegiance [Council Member Jackson]
- 3. Consent Items
  - **a.** Approval of meeting minutes for June 24<sup>th</sup>, 2025 as presented.
- 4. Business Items
  - a. Municipal Election Presentation. [Lauren Shafer]
  - **b.** Discussion/possible action to adopt Lynn Irrigation Company Agreement. [Jennie Knight]
  - **c.** Discussion/possible action to adopt Ordinance 565; amending the MDA for Dixon Creek Subdivision. [Jennie Knight]
  - **d.** Discussion/possible action to adopt Ordinance 564; Truth In Taxation. [Jennie Knight]
  - **e.** Discussion/possible action to adopt the Capital Investments Plan. [Jennie Knight]
- 5. Public Comment (3 Minute Maximum)
- 6. Mayor/Council Follow-up
- 7. Adjournment

The foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website <a href="http://pmn.utah.gov">http://pmn.utah.gov</a>. Notice of this meeting has also been duly provided as required by law.

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

Posted: By: Jack Fogal, City Recorder.

## MINUTES HARRISVILLE CITY COUNCIL June 24, 2025

#### 363 West Independence Blvd Harrisville, UT 84404

Minutes of a regular Harrisville City Council meeting held on June 24, 2025 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

Present: Mayor Michelle Tait, Council Member Karen Fawcett, Council Member Grover

Wilhelmsen, Council Member Blair Christensen, Council Member Max Jackson,

Council Member Steve Weiss.

**Excused:** 

**Staff:** Jennie Knight, City Administrator, Justin Shinsel, Public Works Director, Jack

Fogal, City Recorder, Mark Wilson, Chief of Police, Brody Flint, City Attorney,

Bryan Fife, Parks and Recreation Director, Jill Hunt, City Treasurer.

#### Visitors:

#### 1. Call to Order.

Mayor Tait called the meeting to order and welcomed all in attendance.

#### 2. Opening Ceremony.

Council Member Christensen opened with the Pledge of Allegiance.

#### 3. Consent Items

a. Approval of Meeting Minutes for June 10th, 2025 as presented.

**Motion:** Council Member Weiss made a motion to approve the meeting minutes for June 10<sup>th</sup>, 2025 as presented, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes

Council Member Weiss, Yes

Council Member Christensen, Yes

Council Member Jackson, Yes

Council Member Fawcett, Yes

The motion passed unanimously

#### 4. Business Items.

### a. Discussion/possible action to adopt Resolution 25-06; amending the budget for FY 2024-2025.

Jill Hunt reviewed the budget amendments. While working with the auditor he said we did not need have to line item by line-item breakdown we could do them in bulk. We are suggesting \$958,266.74 be transferred to Capital Projects. It was brought to our attention that to transfer

money from the Enterprise Funds we needed specific verbiage in the public notice. Due to this we will do those transfers during the next budget. We are requesting that if there is any excess or overage to have it transfer to the Capital Project Fund. Council Member Jackson inquired do these funds draw interest. Jill Hunt stated yes some of the funds can draw interest. Council Member Wilhelmsen asked what will this do for the city. Jill Hunt stated we try our best to project what our budget will be at the beginning of the year. This is helping balance the budget and assigning what to do with any remainders or deficits on funds. Council Member Fawcett inquired we have heard about having an excess of funds moved to the Capital Projects Funds. Are these funds we need to have in reserve. Jill Hunt stated this is how we save for large scale projects like the new police building and the fence for Parks and Recreation. Council Member Council Fawcett clarified these are more like allocated funds than rainy day funds. Council Member Wilhelmsen inquired how does this put us in compliance. Jill Hunt stated every month she sends out the monthly financials. We try to track these funds through the year but we do not always get it correct. If we have spent too much from a fund, we need to balance it with money from somewhere else. Council Member Wilhelmsen clarified this gives us some flexibility to balance the budgets that are not balanced. Council Member Fawcett inquired is including the flexibility in the motion required. Jennie Knight stated it would be helpful to have it. Council Member Wilhelmsen inquired how is the public works building funding doing. Is it getting wrapped up. Jennie Knight explained the excess funds will help allow us to close out the public works buildings. We have one more payment to R&O. Council Member Wilhelmsen inquired do we have a number currently. Jennie Knight stated not yet but we should be able to provide that next meeting. Council Member Weiss inquired are we looking good and are you happy with the budget. Jill Hunt stated she has been working with the auditor and we are as confident as we can be for the budget.

**Motion:** Council Member Fawcett made a motion to adopt Resolution 25-06; amending the budget for FY 2024-2025 and allow the budget officer to transfer any excess revenue up to \$2,000,000 to Debt Services, the Public Safety Building or Construction Costs, second by Council Member Jackson.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes Council Member Weiss, Yes Council Member Christensen, Yes Council Member Jackson, Yes Council Member Fawcett, Yes

The motion passed unanimously

#### 5. Public Comment

Mayor Tait opened the public comment period.

There was no public comment offered.

Mayor Tait closed the public comment period.

#### 6. Mayor/Council Follow-up

Bryan Fife stated we have the Movie in the Park on Friday. It is the busy season for Parks and Recreation.

Justin Shinsel stated on July 8<sup>th</sup> we will have a public works open house. It will start at 5PM and go to 6:30 PM. We will offer public tours.

Jennie Knight reminded Council that she suggested doing a combined work session with Planning Commission during July. We have not been able to make it work so we will try for September.

Council Member Jackson inquired what is the certified tax rate. Jennie Knight stated we are preparing some options. Staff recommends at most maintaining the rate which would be a \$6.55 increase on a \$425,000 house. On Tuesday July 1<sup>st</sup> at 5 PM there will be a paramedic welcoming for North View Fire. The public is invited.

Council Member Wilhelmsen inquired about the ads being left on his front door. Are they licensed. Jill Hunt stated there has not been any solicitors license issued this year. If you can provide her a company name or business card, she will call them and say they must have a license and need to leave the city. Council Member Wilhelmsen stated he has had a few companies leave flyers on his door.

#### 7. Adjournment

**Motion:** Council Member Weiss motioned to adjourn the meeting, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes Council Member Weiss, Yes Council Member Christensen, Yes Council Member Jackson, Yes Council Member Fawcett, Yes

The motion passed unanimously.

The meeting adjourned at 7:20 P.M.

ATTEST:	MICHELLE TAIT Mayor	
Jack Fogal City Recorder		

#### **AGREEMENT**

This Agreement is entered into this	day of	, 2025, by	y and between	n North Street
LLC, a Utah limited liability company	("Developer"),	Harrisville Ci	<b>ty</b> , ("City"),	and the 4 Mile
Special Service District, a Utah special	service district	("District").		

#### **RECITALS**

- A. Developer is the owner of **22 water shares** in the **Lynne Irrigation Company** ("Water Shares").
- B. Developer intends to transfer the Water Shares to the City to satisfy water dedication requirements associated with the development of a subdivision known as **Harrisville Fields** (the "Subdivision"). See Exhibit "A" legal description.
- C. As a condition of allowing the transfer, the Lynne Irrigation Company requires that the City and District agree that the Water Shares shall not be used to provide secondary water service to any property outside the Subdivision.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Developer, the City, and District agree as follows:

- 1. **Use Limitation**. The City and District agree that the 22 Water Shares transferred by North Street LLC to Harrisville City shall be used solely to provide secondary water service to lots or common areas located within the boundaries of the Harrisville Fields Subdivision. This Agreement entitles the Subdivision to use the water subject to any assessments and the applicable schedules being followed as issued each year. The schedule will include a starting time and an ending time that varies each year. The headgates shall be lowered at the starting time and raised at the ending time to allow the flow to the next user(s) in line. It is also noted that the Canal might not have any overflow in the Canal when the above members are using their turn(s) and when the Subdivision takes their turn, there might not be any overflow during the Subdivision's turn. Drought restrictions and other limitations may apply.
- 2. No Off-Site Use. The City and District further agree that the Water Shares shall not be used to provide water to any location outside of the Harrisville Fields Subdivision <u>unless legally transferred by certificate to property within the district</u>, nor shall they be piped or diverted for off-site use at any future point.
- 3. **Binding Effect**. This Agreement shall be binding upon the City and District and may be relied upon by the Lynne Irrigation Company in processing the requested transfer.
- 4. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- 5. **Entire Agreement**. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, whether oral or written.

- 6. **Amendments**. This Agreement may not be amended or modified except by a written instrument executed by the parties.
- 7. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered via facsimile or electronic means shall be deemed valid and binding.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date herein above first mentioned;

Harrisville City		4 Mile Special Service District		
BY:		BY:		
PRINT NAME:		PRINT NAME:		
ITS:Title	e	ITS:		
State of Utah  County of	) ) ss:			
County of	)			
	sworn did say that ng instrument was	he/she is the of Harrisville City signed in behalf of Harrisville City and he/she duly		
Notary Public				
State of Utah  County of	) ) ss:			
County of	)			
Service District and the	y sworn did say that the foregoing ins	before me t he/she is the of 4 Mile Special strument was signed in behalf of the 4 Mile Special Service of me that he/she executed the same.		
Notary Public				

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date herein above first mentioned;

North Street LLC	<b>Lynne Irrigation Company</b>
BY:	BY:
PRINT NAME:	PRINT NAME:
ITS:Title	ITS: Title
State of Utah ) ss: County of)	
	going instrument was signed in behalf of the limited liability dged to me that he/she executed the same.
Notary Public	
State of Utah ) (County of)	
On the day of, 2024, personally app who being by me duly sworn did say <b>Lynne Irrigation Company</b> and that and he/she duly acknowledged to me	y that he/she is the of the at the foregoing instrument was signed in behalf of the Company
Notary Public	

#### Exhibit A

All of Lot 3 and Lot 4, Hart Subdivision No. 1 Lot 3 1st Amendment, a recorded subdivision in the office of the Weber County Recorder as Entry no. 2255778 in Book 65 at Page 98 with a recording date of April 12, 2007.

#### **Total Parcel Description**

A Part of the East Half of Section 7 and the West Half of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the north line of Lot 3, Hart Subdivision No. 1 Lot 3 1st Amendment, a recorded subdivision in the office of the Weber County Recorder as Entry no. 2255778 in Book 65 at

Page 98 with a recording date of April 12, 2007, said point being South 0°20'38" East 1749.91 feet from the Northwest Corner of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and running:

Thence South 72°52'11" East 447.13 feet along the north line of said Lot 3;

Thence South 58°17'31" East 272.60 feet along the north line of said Lot 3;

Thence South 49°33'36" East 157.06 feet along the north line of said Lot 3;

Thence North 13°29'19" East 549.63 feet along the west line of said Lot 3 to the south line of Harrisville Road;

Thence South 49°33'36" East 67.31 feet along the north line of said Lot 3 and also being along the south line of Harrisville Road;

Thence South 13°29'19" West 649.63 feet along the east line of said Lot 3;

Thence South 49°33'36" East 101.27 feet along the north line of said Lot 3 to the west line of Taylor Ranchettes Subdivision;

Thence South 24°45'06" West 1479.47 feet along the east line of said Lot 3 to and along the east line of Lot 4 of the aforementioned Hart Subdivision No. 1 Lot 3 1st Amendment and also along the west line of Taylor Ranchettes Subdivision, and beyond;

Thence South 0°47'49" West 352.34 feet along the east line of said Lot 4, and beyond to the north line of Fort Bingham Phase 1, also being the current centerline of 400 North Street, (a 60 foot road):

Thence North 88°29'52" West 278.41 feet along the center line of 400 North Street and beyond and also along the north line of Fort Bingham Phase 1 to an interior corner of Fort Bingham Phase 1,

being on the east line of Lot 1, Fort Bingham Phase 1 and also being on the section line;

Thence North 1°00'15" East 11.63 feet along the east line of Fort Bingham Phase 1 to the Northeast Corner of Fort Bingham Phase 1, also being a Southeast Corner of Lot 4, Hart Subdivision No.

1 Lot 3 1st Amendment, and also being on the section line;

Thence North 88°54'10" West 152.31 feet along the north line of Lot 1, Lot 2 and Lot 3 of Fort Bingham Phase 1, also being on the south line of Lot 4, Hart Subdivision No. 1 Lot 3 1st Amendment to the Southwest Corner of Lot 4, Hart Subdivision No. 1 Lot 3 1st Amendment;

Thence North 0°32'49" East 1021.32 feet along the west line of said Lot 4 to an angle point in the west line of Hart Subdivision No. 1 Lot 3 1st Amendment;

Thence North 0°13'49" East 885.10 feet along the west line of said Lot 4 to and along the west line of said Lot 3, Hart Subdivision No. 1 Lot 3 1st Amendment;

Thence North 0°30'49" East 398.60 feet along the west line of said Lot 3 to the Northwest Corner of said Lot 3, Hart Subdivision No. 1 Lot 3 1st Amendment; ;

Thence South 72°52'11" East 161.27 feet along the north line of said Lot 3, Hart Subdivision No. 1 Lot 3 1st Amendment to the point of beginning.

Contains 1,614,753 square feet, 37.070 acres.

#### HARRISVILLE CITY ORDINANCE 565

AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING THE MASTER DEVELOPMENT AGREEMENT FOR DIXON CREEK SUBDIVISION LOCATED AT APPROXIMATELY 1300 NORTH WASHINGTON BLVD BASED ON APPLICATION FILED WITH THE CITY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers, 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,** Title 10, Chapter 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development and *Utah Code Ann*.

**WHEREAS**, the City has received an application to amend and restate the Master Development Agreement for the Ben Lomond Views Development of Harrisville City filed by the putative property owner, The Scott Group, LLC, and desires to act upon the same

**WHEREAS**, the attached Exhibits contain the required Master Development Plan and legal description for the area of the proposed amendment;

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

- **Section 1:** Master Development Plan Amendment. The Master Development Plan attached herein as Exhibit "A" which are hereby amended and incorporated herein by this reference are amended as the Master Development Plan.
- Section 2: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of the ordinance, shall be severed from the remainder which remainder shall continue in full force and effect.
- **Section 3: Effective Date**. This Ordinance takes effect immediately after approval and posting.

PASSED AND APPROVED by the City Council on this	day of	, 2025
MICHELLE TAIT, Mayor		
ATTEST:		

JACK FOGAL, City Recorder

RECORDED this OR POS	day ofday	. 2025. y of	, 2025.
According to the provis Harrisville City, hereby	sion of UCA §10- certify that the fo	3-713, 1953 as pregoing ordina	BLICATION OR POSTING s amended, I, the municipal recorder of ance was duly passed and published, or Cabin on the above reference dates.
		DA	ATE:
City Recorder			

When Recorded Return to: Harrisville City 363 West Independence Blvd. Harrisville, UT 84404

APNs: 11-016-0020 & 11-016-0027

#### **Amendment No. 2 to Master Development Agreement**

— DIXON CREEK PARK DEVELOPMENT— HARRISVILLE CITY, UTAH

THE SCOTT GROUP, L.L.C., a Utah limited liability company, THE MYERS GROUP, L.L.C., a Utah limited liability company, SDS7, LLC, a Utah limited liability company, and BAILEY V PROPERTIES, LLC, a Utah limited liability company (collectively, "Master Developer"), and HARRISVILLE CITY, UTAH ("Harrisville" or "City"), a municipality and political subdivision of the State of Utah, hereby make and enter into this Amendment No. 2 to Master Development Agreement (this "Amendment") effective as of July \_\_\_\_\_, 2025, in connection with and to govern the development of the Dixon Creek Park Development.

#### **RECITALS**

- A. City and Master Developer are parties to that certain Master Development Agreement for Dixon Creek Park Development dated May 17, 2022, which was recorded in the Office of the Recorder of Weber County, Utah on May 18, 2022 as Entry No. 3236775 (the "Original MDA"), which recorded Original MDA pertains to and affects the Property described in Exhibit "A" of the Original MDA.
- B. The Original MDA was amended by Amendment No. 1 To Master Development Agreement dated April 8, 2024, and recorded April 9, 2024 in the Office of the Recorder of Weber County, Utah as Entry No. 3320972 ("Amendment No. 1").
- C. Terms used and defined in the Original MDA shall have the same meanings when such capitalized defined terms are used in this Amendment, unless otherwise defied in this Amendment.
- D. The Original MDA and Amendment No. 1 set forth certain terms and conditions approved by the City and agreed upon by Master Developer pertaining to the development of the Project upon the Property.
- E. The Parties desire to further amend the Original MDA upon the terms set forth below in this Amendment.
- F. The City Council, in the exercise of its legislative discretion, acting pursuant to its authority under the Utah Land Use, Development, and Management Act,

Utah Code §§ 10-9a-101 et seq., and in furtherance of its General Plan, finds that this Amendment:

- a. serves the best interests of the City and the welfare of its citizens; and
- b. is compatible with the City's needs.

#### **AGREEMENT**

Now, THEREFORE, in consideration of the mutual covenants, conditions, and terms of this Amendment, as more fully set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Master Developer and City hereby agree to further amend the MDA as follows:

- 1. <u>Incorporation of Recitals</u>. The recitals set forth above are incorporated fully into this Amendment as if fully set forth herein.
- 2. <u>Dedication of Real Property</u>. Section 6 of the Original MDA is hereby amended by adding the following at the end:

No later than December 31, 2025, Master Developer shall dedicate to City the parcel of real property described at Exhibit "A" attached hereto and incorporated herein by this reference (the "Park Parcel"). Such dedication shall be accomplished by Master Developer executing and delivering to City a Special Warranty Deed, conveying title to the Park Parcel free and clear of any and all liens, mortgages, and monetary encumbrances, but otherwise as-is as to physical condition, and subject to the following: (1) property taxes and assessments for the 2025 year; (2) all covenants, conditions, restrictions, easements, rights-of-way and reservations of record; and (3) discrepancies, conflicts in boundary lines, shortage in area, encroachments, easements, rights-of-way, and any facts which a correct survey and inspection of the Park Parcel would disclose and which are not shown by the public records.

3. <u>Access Road to the Park Parcel</u>. Section 7 of the Original MDA is hereby amended by adding the following at the end:

No later than December 31, 2030, Master Developer shall construct an access road to the boundary of the Park Parcel at the location depicted in the Master Plan (the "Access Road"). Such Access Road shall be designed and constructed in accordance with City's roadway improvement standards in effect on the date Master Developer submits its application to City for a permit to proceed with such construction. Upon Master Developer's completion of construction of the Access Road, City shall promptly inspect the roadway improvements for compliance with City's roadway improvement standards.

- 4. <u>Construction of Commercial Building</u>. Sections 2.5.4 and 2.5.5 of the Original MDA are hereby amended to provide that construction of the commercial building must commence no later than December 31, 2030. The following are conditions to City's issuance of a building permit for the commercial building:
- 4.1. Master Developer shall complete all applicable engineering related to, apply for, and obtain approval from FEMA of a Letter of Map Revision for the north portion of Dixon Creek.
- 4.2. Master Developer shall complete all improvements required by the U.S. Army Corps of Engineers, including excavation, re-seeding, and arranging and paying for annual testing over the five (5) year period required by the Corps.
- 5. <u>General</u>. Except as otherwise provided herein, all other terms, provisions, and deadlines of the Original MDA and Amendment No. 1 shall remain unchanged and are hereby reaffirmed.

Within 10 days of the date of execution of this Agreement, City shall, at its expense, record this Amendment in the office of the Weber County Recorder, and upon such recording shall be deemed to run with the land and shall be binding on the Property and the Project.

This Amendment may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument, so the signatures of all parties may be physically attached to a single document.

6.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to Master Development Agreement on the dates indicated below, to be effective as of the date first written above.

#### **MASTER DEVELOPER:**

		The Scott Group, L.L.C. a Utah limited liability company
		By:
Date		Scott D. Smoot, Manager
STATE OF UTAH	)	
	: ss.	
COUNTY OF DAVIS	)	

On	_, 2025, Scott D. Smoot personally appeared before
	tory evidence to be the person whose name is
	knowledged that he executed the same in his
capacity as Manager of The Scott Gro	up, L.L.C.
	Notary Public
	Bailey V Properties LLC
	a Utah limited liability company
	a Otan inniced natinity company
	By:
Date	Brent K. Bailey, Manager
Bate	Brent R. Baney, Manager
STATE OF UTAH )	
; ss.	
COUNTY OF WEBER )	
On	, 2025, Brent K. Bailey personally appeared
before me and proved on the basis of s	satisfactory evidence to be the person whose name
	acknowledged that he executed the same in his
capacity as Manager of Bailey V Prop	<del>_</del>
	Notary Public
	The Myers Group, L.L.C.
	a Utah limited liability company
	7
	By:
Date	Luke Scott Myers, Manager
STATE OF UTAH )	
: SS.	
COUNTY OF DAVIS )	
On	2025 Luka Saatt Myora marsamally amassad
before me and proved on the basis of	_, 2025, Luke Scott Myers personally appeared satisfactory evidence to be the person whose name
capacity as Manager of The Myers Gr	acknowledged that he executed the same in his
capacity as ivialiager of the ivivers Gr	oup, L.L.C.

	Notary Public
	SDS7, LLC a Utah limited liability company
	By:
Date	Korbin Smoot, Manager
STATE OF UTAH	) : ss.
COUNTY OF DAVIS	)
-	, 2025, Korbin Smoot personally appeared before of satisfactory evidence to be the person whose name is ent, and acknowledged that he executed the same in his S7, LLC.
	Notary Public

CITY:	City of Harrisville
Date	By: Michelle Tait, Mayor
STATE OF UTAH	) : ss.
COUNTY OF WEBER	)
subscribed to in this docur	, 2025, Michelle Tait personally appeared before me satisfactory evidence to be the person whose name is ment, and acknowledged that he executed the same in his city of Harrisville, a municipal and political subdivision of the
	Notary Public

#### **EXHIBIT "A"**

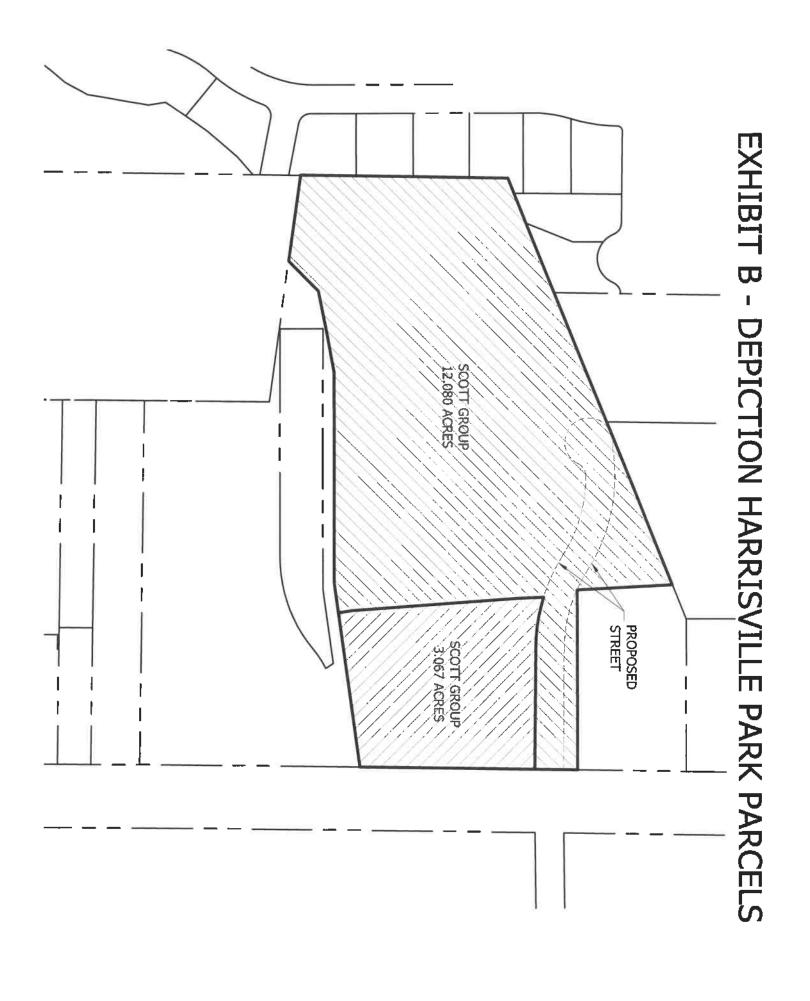
#### Legal Description Of The Park Property

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH, SAID PARCEL IS FURTHER DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE PROPOSED NORTH BOUNDARY LINE OF THE DIXON CREEK TOWNHOMES SUBDIVISION PHASE 1; SAID POINT IS NORTH 89°05'05" WEST 660.59 FEET ALONG THE SECTION LINE AND NORTH 00°50'15" EAST 1540.67 FEET ALONG THE MONUMENT LINE OF WASHINGTON BOULEVARD AND NORTH 90°00'00" WEST 66.01 FEET AND SOUTH 82°11'33" WEST 325.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 5; SAID SOUTHEAST SECTION CORNER IS SOUTH 89°05'05" EAST 2644.65 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 5, THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 00°50'15" EAST 2098.69 FEET FROM THE MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND WASHINGTON BOULEVARD TO THE MONUMENT AT THE INTERSECTION OF 1400 NORTH STREET AND WASHINGTON BOULEVARD BASED ON SURVEY #6943 FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE; AND RUNNING THENCE ALONG THE NORTH BOUNDARY LINE OF THE DIXON CREEK TOWNHOMES SUBDIVISION PHASE 1 THE FOLLOWING (4) COURSES: 1) SOUTH 82°11'33" WEST 62.67 FEET; 2) SOUTH 89°55'22" WEST 438.65 FEET TO A POINT OF NON-TANGENCY ON A 4293.53-FOOT-CURVE TO THE LEFT; 3) SOUTHWESTERLY 172.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°18'24" (CHORD BEARING OF SOUTH 79°07'10" WEST 172.83 FEET) TO A POINT OF NON-TANGENCY: 4) SOUTH 45°25'29" WEST 88.34 FEET TO THE NORTH LINE OF THAT PROPERTY CONVEYED IN A WARRANTY DEED RECORDED AS ENTRY #3219682 IN THE WEBER COUNTY RECORDER'S OFFICE (W.C.R.); THENCE NORTH 82°09'45" WEST 180.76 FEET TO THE EASTERLY BOUNDARY LINE OF PLUSHNEST SUBDIVISION (ENTRY #2688409, W.C.R.); THENCE NORTH 00°59'04" EAST 431.72 FEET ALONG SAID BOUNDARY: THENCE NORTH 67°52'22" EAST 257.99 FEET ALONG SAID BOUNDARY; THENCE NORTH 67°59'39" EAST 290.88 FEET; THENCE NORTH 67°49'51" EAST 366.44 FEET; THENCE SOUTH 02°59'00" EAST 199.24 FEET; THENCE NORTH 89°55'35" EAST 375.45 FEET TO THE WEST RIGHT-OF-WAY LINE OF WASHINGTON BOULEVARD: THENCE SOUTH 00°50'15" WEST 89.27 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF A PROPOSED STREET; THENCE NORTH 89°29'35" WEST 254.31 FEET ALONG SAID SOUTH LINE TO A POINT OF TANGENCY ON A 363.00-FOOT-RADIUS CURVE TO THE RIGHT: THENCE WESTERLY 106.08 FEET ALONG SAID CURVE AND SAID SOUTH RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 16°44'37" (CHORD BEARING NORTH 81°07'17" WEST

105.70 FEET) TO A POINT OF NON-TANGENCY; THENCE SOUTH 02°19'41" EAST 51.84 FEET; THENCE SOUTH 04°07'56" EAST 347.22 FEET; THENCE SOUTH 07°48'27" EAST 30.00 FEET TO THE PROPOSED NORTH OF SAID SUBDIVISION AND TO THE POINT OF BEGINNING.

CONTAINS 12.080 ACRES.



#### HARRISVILLE CITY ORDINANCE 564

## AN ORDINANCE OF HARRISVILLE CITY, UTAH, REQUIRING HARRISVILLE CITY TO HOLD AN ANNUAL TRUTH IN TAXATION HEARING

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

WHEREAS, the City Council exercises its legislative powers through ordinance;

WHEREAS, the City Council recognizes the importance of transparency and public involvement in the City's fiscal decisions and budgetary process;

**WHEREAS,** Utah Code Ann. § 59-2-919 requires a Truth in Taxation hearing when a property tax revenue increase is proposed;

**WHEREAS**, the City Council desires to establish an annual requirement for participation in the Truth in Taxation process to ensure ongoing fiscal responsibility and public engagement;

**WHEREAS**, an annual Truth in Taxation hearing will provide residents with the opportunity to review and discuss the City's financial position, even in years when no tax increase is proposed;

WHEREAS, the City Council has determined that amending and adopting the code is in the best interest and protects the health, safety, convenience, and general welfare of the citizens of Harrisville;

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

**Section 1:** Amendment. Section 1.08 of the Harrisville Municipal Code is hereby amended as follows:

#### 1.08 Financial and Property Administration

#### 1.08.010 Definitions

The definitions of Utah Code Annotated §§10-6-106 and 11-39-101, 1953 as amended, are hereby incorporated herein by this reference. Unless the context requires otherwise, the following terms shall have the following meanings:

- 1. "Finance officer" means the city employee designated by the city council to administer city finances in accordance with Utah Code Annotated §§10-6-158.
- 2. "Encumbrance" means an obligation of the city.
- 3. "Services" shall mean professional and other skilled services such as auditing, architecture, engineering, surveying, appraisals, legal service, or counseling, sought or obtained from sources other than regular city employees, and does not include any contract for municipal type services, such as law enforcement, fire protection, garbage removal, snow removal, and other similar services.
- 4. "A significant parcel of real property" for the purposes of Utah Code Annotated §10-8-2, means any real property owned by the municipality that is not a road, street, public right-of-way, or utility easement.
- 5. "Supplies" means any and all tangible articles or things which shall be furnished to or used by any city department or employee within the scope of his employment with the city.

#### 1.08.020 Uniform Fiscal Procedures Act

The accounting, budgeting, and financial reporting procedures of the municipality shall be in accordance with the Uniform Fiscal Procedures Act, provided in Title 10, Chapter 6 of the Utah Code Annotated, or any successor.

#### 1.08.030 General Finance Administration

- 1. Department administration. The Administrative Department shall perform the financial duties and responsibilities as established by state and local law.
- 2. Officers designated. The following officers shall apply:
  - a. City treasurer. The mayor shall appoint a city treasurer subject to the advice and consent of the city council.
  - b. Finance officer. The city council shall designate finance officer who shall manage financial administration as provided by law and under the direction of the city treasurer, city administrator, and mayor.
- 3. City treasurer. The city treasurer shall work under the direction of the mayor and city administrator to:
  - a. Serve as the budget officer.
  - b. Prepare and administers the annual city budget.
  - c. Require all municipal or department expenditures to conform with the requirements of Utah Code Annotated § 10-6-121.
  - d. Advise the finance officer as needed.
- 4. Finance officer. The city's designated finance officer shall:
  - a. Administers purchase orders in conjunction with the city recorder
  - b. Administers routine fiscal matters.
  - c. Recommend to the city council rules of procedures and practices, based upon sound accounting principles, to promptly receive, record, deposit, and account for all monies collected by the municipality.
  - d. Perform the functions set forth in Utah Code Annotated §10-6-158.
  - e. Give or cause to be given to every person paying money to the city treasury, a receipt or other evidence of payment therefor consistent with Utah Code Annotated §10-6-142, 1953 as amended.
  - f. Account for all debts and obligations owing to the municipality, direct payment as stipulated, and make reasonable collection efforts.
  - g. Refer delinquent accounts to the city attorney who may adopt guidelines for collection of debts and handling of debts where there is not reasonable expectation of collection.
- 5. City recorder. In accordance with Utah Code Annotated §10-3-916, the city recorder is ex officio the city auditor and shall perform the duties of that office notwithstanding the provisions of this chapter.
- 6. Purchase orders. Purchase orders, which may include blanket purchase orders, shall be required for all purchases by the city unless otherwise authorized by this part. Purchase orders shall be provided by the finance officer to each department head to administer, subject to oversight by the finance officer. Use of purchase orders shall be reported by each department head to the finance officer. The city recorder shall administer purchase orders for the Administrative Services Department. Purchase orders may be waived for routine matters authorized by a department head in conjunction with the finance officer. No billing against the city shall be valid unless a waiver is duly granted under this part, or unless a purchase order was duly issued and:
  - a. The person picking-up an item was authorized by the city to do so at the time of pick-up; and,
  - b. The supplier can provide the city with a legible signature of that person.

- 7. Petty cash. A petty cash fund may be administered by the finance officer in conjunction with the city recorder in an amount not to exceed \$500.00.
- 8. Payment formalities. Payment of any debt shall be tendered in the form and manner authorized by the mayor.
- 9. Conflict of laws. Notwithstanding the provisions of this chapter, whenever any purchase or encumbrance is made involving state or federal funding, and the applicable state or federal laws or regulations are in conflict with this chapter so as to potentially jeopardize the use of those state or federal funds, then the conflicting provisions of this chapter shall not apply and the municipal officials involved shall follow the procedure required by the applicable state or federal regulations.
- 10. Indemnification. The city shall indemnify its officials against all civil claims brought by another for reason of any expenditure in excess of the approved budget or for non-conformance to state or local law.

#### 1.08.040 Annual Truth In Taxation Hearing Requirement

- 1. The City shall conduct a Truth In Taxation Hearing annually, regardless of whether a property tax increase is proposed.
- 2. The annual Truth In Taxation hearing shall be held in compliance with Utah Code Ann. § 59-2-919 and any other associated laws, including public notice requirements.

#### 1.08.040 1.08.050 Acquisition And Disposal of Property, Including Real Property

- 1. Governing law. The appropriation, acquisition, or disposal of property shall conform to the applicable requirements of Utah Code Annotated §10-8-2, 1953 as amended, and the provision of this chapter.
- 2. Real property disposition. The disposition of municipal real property is as follows:
  - a. The sale, lease, encumbrance, or other conveyance of real property owned by the municipality shall be made by the majority vote of the city council subject to this section.
  - b. The city shall comply with the requirements of Utah Code Annotated §10-8-2 (4), 1953, as amended, for the disposal of "a significant parcel of real property" owned by the city.
    - i. Before approving an action disposing of a significant parcel of real property owned by the city shall provide reasonable notice of the proposed disposition at least fourteen (14) days before the opportunity for public comment under Utah Code Annotated §10-8-2 (4)(a)(ii).
    - ii. "Reasonable notice," for purposes of Utah Code Annotated §10-8-2(4)(a)(ii), constitutes the publication of at least one (1) legal notice in a newspaper of general circulation in the municipality that:
      - 1. Indicates the city proposes to dispose of a significant parcel of real property owned by the municipality.
      - 2. Describes the significant parcel of real property owned by the municipality proposed for disposal.
      - 3. Indicates the date, time, and place of the public hearing before the city council which will be held no sooner than fourteen (14) days after the publication of the legal notice.

#### 1.08.050 1.08.060 Acquisitions Of Services And Supplies

- 1. Budgetary compliance. Each department head may acquire and administer services and supplies as needed so long as such conforms to the annual budgetary policies adopted by the city council.
- 2. Service contracts. Subject to city council approval, each department head responsible for the implementation of a proposed service contract may solicit or award a service contract. As part of a service contract, the department head may outline the scope of work detailing the specific services contemplated, all work to be performed, and the time frame for completion of the work

- to be accomplished. Each department head may also establish criteria for awarding a service contract, including the type of work to be performed, experience required, professional qualifications, past performance, location and accessibility, schedule for completion, projected time involved, or associated costs.
- 3. Interlocal agreements. Any interlocal agreement requires city council approval in order to be effective. Further city council action is not required to make any payment on an interlocal agreement after said interlocal agreement has been duly approved by the city council.
- 4. Withholding allotment. The mayor is authorized to withhold from any department the allotment of funds for any budgetary item or other purchase in the event that the mayor determines that the city's anticipated expenditures are exceeding revenues during a given fiscal year or in the event of a financial emergency determined by the mayor.
- 5. Emergency acquisitions. In case of an actual emergency, an authorized official who purchases services or supplies in the normal course of duty may purchase directly any services or supplies whose immediate procurement is essential is vitally for life, health, safety, or welfare of the public. The authorized purchasing official shall promptly send the finance officer a requisition and a copy of the over-the-counter delivery order, and, if required by the mayor, a full written report of the circumstances of the emergency.

1.08.060 1.08.070 Restrictions On Municipality Procedure Of Architect-Engineer Services

If the municipality elects to obtain architecture or engineering services, it shall follow the procedures of Utah Code Annotated §10-7-20.5, 1953, as amended, for such services as defined by that section.

#### 1.08.070-1.08.080 Building Improvements And Public Works Projects

- 1. Capital projects. The city shall follow the procedures of Utah Code Annotated §11-39-101, et. seq, 1953 as amended, for all applicable building improvements or public works projects that exceed the "bid limit" amount as calculated under state law.
- 2. Plans and costs. Any applicable building improvement or public works project paid for by the city shall be in accordance with Utah Code Annotated §11-39-102, 1953 as amended.
- 3. Request for bids. The city shall issue a request for bids or proposals for applicable projects in accordance with Utah Code Annotated §11-39-103, 1953 as amended.
- 4. Bid award procedures. The procedures for administration of bids is as follows:
  - a. The city reserves the right to reject any and all bids.
  - b. No bidder shall have any right, legal or equitable, or claim against the city for any expense or cost incurred by him in the preparation or submission of his bid, which is rejected, regardless of the reasons for the rejection.
  - c. The municipality expressly reserves the right to waive minor or slight irregularities in a bid which in the judgment of the mayor or his designee are in the best interest of the city.
  - d. The decision of any department head or his designee on irregularities on a bid shall be final and conclusive and shall not create any right to bidders.
  - e. Except as otherwise provided herein, supplies and services shall be obtained from the lowest responsible bidder defined in Utah Code Annotated §11-39-101. In determining the lowest responsible bidder, the municipality may consider the following criteria, in addition to price, in accepting or rejecting a bid:
    - i. The ability, capacity and skill of the bidder to perform the service required.
    - ii. Whether the bidder can perform the contract or provide his services promptly, or within the time specified without delay or interference.
    - iii. The character, integrity, reputation, judgment, experience and efficiency of the bidder. Experience and efficiency may include bidder's experience and knowledge relating to city specific dynamics that may have been acquired by bidder from prior experience with city.
    - iv. The quality and performance of previous services by the bidder.

- v. Previous and existing compliance by the bidder with the laws and ordinances relating to contractor services.
- vi. Sufficiency of the financial resources of the bidder to perform the contract or provide the services.
- vii. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
- viii. The ability of the bidder to provide future maintenance and service.
- ix. The number and scope of conditions attached to the bid or price quotation.
- x. Such other factors as may be specified in Utah Code Annotated §11-39-101, 1953, as amended, or as otherwise provided by law or ordinance, including the ability of the city to determine factors based upon the specifics of the project, project inventory, any mechanic's expertise, or considerations for ease in maintenance.
- f. In the event that a bid award is not given to the low bidder, a complete statement and reason for placing the award elsewhere shall be prepared by the city and shall be filed with the other papers relating to the bid solicitation.
- 5. Projects not requiring bids. Any contract involving an building improvement or public works project not requiring a bid, as provided in this section or where a sole-source provider is used, such shall be administered in by the department head subject to oversight by the mayor.

#### 1.08.080-1.08.090 Contracts and Obligations Generally

- 1. Limited liability. No liability against the city shall or may be created and no expenditure of public funds may be made which is not for a valid corporate purpose as provided under Utah Code Annotated §10-8-2, 1953, as amended.
- 2. Validity. No contract is valid or binding against the city unless:
  - a. The contract is in written form and within budgetary limits.
  - b. The contract has been duly approved by the city council where expressly required.
  - c. The contract has been approved as to form by the city attorney if indicated on the contract.
  - d. Contract has been executed by the mayor.
  - e. Contract has been attested by the city recorder.
- 3. Insurance and bonds. Where required by state or local law, a department head or the city council may require insurance certificates and/or appropriate bonds in the form and manner approved by the finance officer.
  - a. When required such documents are conditions precedent to the city entering a contract, such documents shall:
    - i. Name the city and/or other political subdivision(s) involved as an additional insured.
    - ii. Outline an approved cancellation clause.
    - iii. Be in a sum sufficient to protect the interest of the municipality.
    - iv. Be issued by an entity authorized or licensed to conduct business in the state, and be of sound reputation, as determined by the city treasurer.
  - b. The contractor under any contract for a building improvement or public works project exceeding the bid limit shall be required to post performance and/or material bonds as determined by the department head.
- 4. Withholding payment. If any payment on a contract is retained or withheld, it shall be placed in an interest-bearing account and the interest shall accrue for the benefit of the contractor and subcontractors to be paid after the project is complete and accepted by the city. It is the responsibility of the contractor to ensure that any interest accrued on the retained amount is distributed by the contractor to subcontractors on a pro rata basis.
- 5. Refusal to receive bid. Subject to due process and the general appeal process established in the municipal code, and in conjunction with the applicable department head, the finance officer may establish rules and procedures and/or issue determinations to preclude contractors or suppliers from submitting bids where:

- a. The contractor has failed to perform prior contracts or services as required.
- b. The contractor has not satisfactorily completed a prior contract after notice of the same.
- c. The contractor has failed to complete a contract according to the documents or specifications relating to the project or other specifications.
- d. The contractor has failed to perform work in a timely and satisfactory manner.
- 6. Pre-qualification. The finance officer may maximize public benefit and costs as appropriate to join with other units of government in cooperative purchasing arrangements. The purchasing agent may purchase supplies, materials, and equipment from the vendor who has submitted the lowest bid price for such items to the State of Utah Purchasing Office at the quoted price, without any solicitation or price quotation or invitation to bid.
- 7. Negotiation. The applicable department head, or their designee, shall handle negotiation with any prospective awarded bidder relating to the negotiation of the final contract terms and conditions. Should negotiations fail to reach a final contract, the department head may terminate negotiation and proceed with the next appropriate bidder, in order, until satisfactory terms are negotiated.
- 8. Exceptions. This section does not apply to contracts involving: interlocal agreements, legal or judicial services, court or administrative proceedings, interpreters, expert witnesses, emergency situations, investigatory services, situations waived by the mayor, or contracts administered by another agency where the city is a participant.
- 9. Implementation. The finance officer may recommend to the mayor rules and regulations to effectively implement this chapter.

#### 1.08.090-1.08.100 Disposal Of Surplus Property

No municipal-owned property, except property that is consumed in normal operations, shall be disposed of or released to ownership by anyone other than the municipality unless such property has been declared surplus by the city as provided by the municipal code.

#### 1.08.100-1.08.110 Unlawful Practices And Sanctions

- 1. Unlawful practices. The following unlawful practices apply:
  - a. For any bidder or prospective bidder, or any employee or officer thereof, in restraint of freedom of competition or otherwise, by agreement with any other person, bidder, or prospective bidder, to bid a fixed price, or to "rotate" bidding practices among competitors.
  - b. For any person to offer or to give to any employee of the city or any member of his immediate family, any gain, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or other form, under circumstances in which it could reasonably be intended to influence him or could reasonably be expected to influence him in his duties concerning the award of any contract or order of purchase, or for any city employee to directly or indirectly solicit or directly or indirectly accept any such gift for such purpose.
  - c. For any city employee or officer to disclose, in advance of the opening of the bids the content of any bid invited through the formal competitive bidding procedure.
  - d. For any city employee or officer to actively participate in the awarding of a contract from which he will directly benefit.
  - e. For any city employee or officer or other person to appropriate public property for personal or private use without approval proper disposition under this chapter.
- 2. Sanctions. The council hereby finds that unlawful practices involving contract would not have been entered into on behalf of the city if such had been discovered prior to the execution of the contract. In this regard, the council finds that no city officer or employee has authority, either actual, apparent or implied, to negotiate or execute any unlawful contract and that such contract shall, at the discretion of the council, be voidable. Notwithstanding, the city council may opt to ratify by majority vote any contract where misconduct was discovered and made known to the city council and found to be insignificant. The city may impose the following sanctions:
  - a. At the discretion of the council, the following contracts are voidable:

- i. Contracts which result from a conflict of interest under this chapter or other applicable law.
- ii. Contracts awarded to a person or firm that tried to influence the award of such contract by offering something of value to any city officer or employee.
- iii. Contracts awarded by a city officer or employee circumventing the requirement of this chapter or other applicable statute.
- b. Any city employee or officer committing any unlawful practices may be temporarily placed on unpaid administrative leave, as determined by the mayor, while the city seeks any appropriate legal redress.
- c. All employees, officers, persons, or firms responsible for any unlawful practices prohibited by this chapter shall be liable to the city for any losses incurred by the city resulting from the unlawful practices.

#### 1.08.110-1.08.120 Grants

Any grant application that anticipates or proposes to bind the municipality to a particular project, commits the city financially, or requires matching funds must first be authorized by the city council.

Section 2:	<b>Repealer.</b> Any word, sentence, paragraph, or phrase inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.					
Section 3:	<b>Severability.</b> If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.					
Section 4:	<b>Effective date.</b> This ordinance shall be effective immediately upon posting after final passage, approval, and posting.					
PASSED AN	<b>D ADOPTED</b> by the City Council of	on this day of,	, 2025.			
		Roll Cal Vote Tally:				
MICHELLE						
Harrisville Cit	y	Council Member Wilhelmsen	Yes	No		
ATTEST:		Council Member Weiss	Yes	No		
		Council Member Christensen	Yes	No		
		Council Member Jackson	Yes	No		
JACK FOGA City Recorder	L	Council Member Fawcett	Yes	No		
RECORDED	this day of , 2023	5.				

#### CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

PUBLISHED OR POSTED this \_\_\_\_ day of , 2025.

	DATE:	
City Recorder		



## HARRISVILLE CITY CAPITAL INVESTMENTS PLAN 2025



Adopted by the City Council on \_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_

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### HARRISVILLE CITY CAPITAL INVESTMENTS PLAN 2025

#### **Section 1 – Community Profile**

#### A. Purpose and Introduction.

The purpose of the Capital Investments Plan is to identify municipal capital projects needed within the corporate limits of Harrisville City. This plan will serve to provide information on completed, planned, and proposed municipal capital projects, and as an aid to seek grants and other appropriate funding to complete such projects. This plan covers capital projects completed, planned over the next year, and also planned over five (5) and ten (10) years. It is understood that the projects specified in this Plan be integrated into the regional Consolidated Plan prepared by the Wasatch Front Regional Council.

#### **B.** Vision Statement.

The vision of Harrisville City is to create and maintain a happy and healthy community. In achieving this vision, the City seeks to promote efficient local governmental services and an effective infrastructure. The City is dedicated to keep local tax burdens at a minimum. The following elements are recognized as essential in achieving the vision of the City:

- Regional Role. Harrisville City takes interests in regional matters through involvement in county and regional organizations to improve transportation, education, human services, utilities, public health and safety, and the environment.
- Community Leadership. Harrisville City is committed to a democratic system of representation of its citizens through its elected and appointed officials. Active citizen participation is encouraged for civic events and issues which are essential to our representative self-government.
- Land Use. Harrisville City seeks to implement policies aimed at preserving and enhancing the community. Such policies are advance by effective land use regulations, the subdivision ordinance, architectural and building design standards, trails and open space management, sensitive lands regulations, community forestry and gardening, along with other appropriate policies that enhance the environment.
- Central Business District. The Harrisville Central Business District is designed to foster business and support the local tax base. The district identifies areas for business opportunities to develop at a scale compatible with a range of retail, office, and commercial use. In this process, ongoing attention to urban design principles, pedestrian needs, traffic considerations, and green spaces is essential.
- Community Services. Harrisville City encourages cultural and municipal services for a diverse community population. Affordable and flexible programs will be offered for parks, recreation, trails, forestry and gardening, and cultural enjoyment as being part of a healthy community.
- Infrastructure. Harrisville City will continue to operate and maintain a quality infrastructure of roads, storm water facilities, and sewer collection services while the community must recognize that delivery of these services now takes place in an arena of limited resources and heightened competition for tax revenues. Local planning should continue to emphasize the Transportation Plan relating to various arterial and collector streets, and alternative transportation such as trails and pathways.

- Residential Land Use. Harrisville City is principally a single-family residential community that provides a good mix of housing and lot sizes. The community continues to enhance its image as a safe, affordable, and livable residential community. Supporting these efforts, city officials should maintain the integrity of Future Land Use Planning and its policies. The community should also seek ways of enhancing the quality of life through open space preservation, pedestrian trails, and well-designed and functional public and semi-public facilities.
- Population. Harrisville supports and fosters a diverse population of approximately 7,000 residents according to the 2020 Census. The community is conscience that services and facilities must be updated with changes in age, income, lifestyle, and diversity.

#### C. Brief History.

On April 9, 1962, Harrisville became an incorporated township. After permission was granted for a special census count, Harrisville was made a third-class city 30 January 1964. The population of the new city was 867. Harrisville City has welcomed new residential developments with citizens who have come here to share the quality of life and pleasant atmosphere of the area. Today, Harrisville is a fifth-class city with a 2020 population of 7,000.

#### D. General Land Area.

Harrisville City is 2.7 square miles of land area, is bounded by neighboring cities of Ogden, North Ogden, Pleasant View, and Farr West. The Four Mile, Six Mile, and Dixon Creeks flow through the City. There are areas of high ground water potential, wetlands and flood plains areas, and areas of wildlife habitation.

#### E. Housing for Homeless.

There is no significant homeless population in Harrisville City. The city supports the programs offered by local non-profit organizations and Ogden City.

#### Section 2 – Capital Investments Plan

A. Brief Summary of Projects Pending or Completed within the Last Year.

Project Description – One Year Plan Complete	Cost	Status
Safe Sidewalks Grants	\$220,000	Completed
Relocate Public Works Facility	\$7,500,000	Completed
Park Playground Equipment Replacement	\$95,000	On Going
Sewer Cleaning and Inspections	\$70,000	On Going
Storm Water Cleaning and Inspections	\$70,000	On Going
Millennium Park Improvements (By Developer)	\$1,000,000	Completed
Park Capital Facilities Plan Update	\$6,000	Completed
Four Mile Special Service District Standards	\$20,000	Completed
Parks Facility Compound Fence	\$25,000	In Progress
Public Safety/City Hall Building	\$13,500,000	In Progress
TOTAL COSTS		

B. One to Five Year Projects, Summary, Cost Estimates, and Priority.

Project Description – One Year Plan	Est. Cost	Priority	Class
1750 North Improvements	\$3,500,000	High	1,2,3

West Harrisville Road Reconstruction	\$4,000,000	High	1,2,3
Public Safety, Security, Communications	\$500,000	High	3
Infrastructure			
Public Safety Taser Replacement	\$60,000	High	3
Public Park Camera Installation	\$30,000	High	3
Public Safety Phase 2	\$1,500,000	High	1,2,3
Public Works Phase 2	\$2,500,000	Medium	1,2,3
Public Safety Body Camera Replacement	\$100,000	Medium	3
Community Policing Program	\$5,000	Medium	3
750 West Widening Project	\$3,000,000	Medium	1,2
Public Works 923 CAT Loader	\$275,000	Medium	2,3
2300 North Storm Water Repair	\$1,000,000	Low	1,2,3
2000 North Sewer Repair	\$1,500,000	Low	1,2,3
TOTAL COSTS			

C. Five- and Ten-Year Projects, Summary, Cost Estimates and Priority.

Municipal Complex	\$13,500,000	High	3
Recreation Complex	\$10,000,000	High	1,2,3
Central Business District Economic Dev.	\$1,500,000	Medium	2
Splash Pad Maintenance/Replacement	\$250,000	Medium	3
West Harrisville Road Round About	\$1,000,000	Low	3
Street Light Upgrades	\$150,000	Low	3
Public Park Playground Replacement	\$100,000	Low	3
Highway 89 Pipe and Pond Expansion	\$2,500,000	Low	1,2,3
Sewer & Camera Cleaning Equipment	\$1,200,000	Low	1,2,3
TOTAL COSTS			

Class 1 = Housing Needs
Class 2 = Economic Needs
Class 3 = Community Needs