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# HARRISVILLE CITY

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

MAYOR:

Bruce N. Richins

COUNCIL MEMBERS:

Grover Wilhelmsen  
Michelle Tait  
Jeffery Pearce  
Jennifer Jensen  
Michael Murtha

**CITY COUNCIL MEETING  
AGENDA  
363 West Independence Blvd  
November 10, 2015**

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

**7:00 P.M. CITY COUNCIL MEETING**  
**Presiding: Mayor Bruce Richins**  
**Mayor Pro Tem: Grover Wilhelmsen**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE & OPENING CEREMONY** [Mayor Bruce Richins]
- 3. CONSENT ITEMS**
  - a. Approve the minutes of October 27, 2015 as presented.
- 4. CONVENE AS THE BOARD OF CANVASSERS**
  - a. Discussion/possible action to approve Harrisville City Resolution 2015-15; approving the Canvass of the 2015 Municipal General Election. [Jennie Knight]
- 5. BUSINESS ITEMS**
  - a. Discussion/possible action to approve Sanitary Sewer Internal Inspections. [Gene Bingham]
  - b. Discussion/possible action to approve a Department Head Severance Agreement and Policy. [Bill Morris]
  - c. Discussion/possible action to approve disposal/sale of Surplus Equipment. [Bill Morris]
- 6. PUBLIC COMMENTS - (3 minute maximum)**
- 7. MAYOR/COUNCIL FOLLOW-UP:**
- 8. ADJOURN**

DATE POSTED: November 6, 2015

BY: Jennie Knight, City Recorder

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

**MINUTES OF HARRISVILLE CITY**  
CITY COUNCIL MEETING  
Tuesday, October 27, 2015 – 7:00 p.m.  
Council Chambers  
363 West Independence Blvd  
Harrisville, Utah 84404

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

**Staff:** Bill Morris, City Administrator, Gene Bingham, Public Works Director, Jennie Knight, City Recorder, Shawn Read, Bailiff.

**Visitors:** Ruth Pearce, Jill Bingham, Austin Teuscher, Aspen Teuscher, Gary Robinson, Steve Rush.

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

**1. Call to Order.**

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

**2. Opening Ceremony.**

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

**3. Consent Items.**

- a. Approve the minutes of September 22, 2015 as presented.

**MOTION: Council Member Pearce motioned to approve the minutes of September 22, 2015 as presented. Council Member Murtha seconded the motion. All Council Members voted aye. Motion passed.**

**4. Business Items.**

- a. **Discussion/possible action to approve 2015 Municipal polling location and poll workers.**

Jennie Knight explained this is a formality to approve the polling location and the poll workers for the 2015 Municipal Elections. She said the polling location will be the Harrisville City Offices with Marcia Whetton as the poll manager, Shanna Edwards as provisional clerk, and Jennie Knight as receiving clerk.

**MOTION: Council Member Tait motioned to approve 2015 Municipal polling location and poll workers. Council Member Wilhelmsen seconded the motion. All Council Members voted aye. Motion passed.**

**b. Discussion/possible action to approve Ordinance 475; an ordinance amending section 11.08.020 relating to repeal other animal raising in the residential zones; severability; and providing an effective date.**

Bill Morris explained Planning Commission minutes show the original ordinance was to approve kennels to allow four dogs at a residence. When the ordinance went before the public hearing, residents did not want to allow kennels in residential zones. The term “other animal raising” was not defined in the municipal code. To allow the resident to have a fourth dog, it fell under “other animal raising”; but Planning Commission asked to have that stricken so we do not have this situation in the future.

Council Member Tait said this came up because two residents got married and had four dogs between them. Bill Morris said Planning Commission was faced with the question of whether a resident could have a flock of 50 peacocks or any other unspecified number of animals because the “other animal raising” term was left undefined. Planning Commission chose to remove this rather than be faced with dealing with situations again in the future. Council Member Tait said she was glad the resident needs were met. Council Member Jensen said she felt they were misinterpreting the idea of a kennel license. Bill Morris clarified kennels are still allowed in commercial zones just not in residential zones. He said Harrisville City has a three dog limit. Council Member Murtha said this ordinance eliminates the ambiguity on the issue. He supports Planning Commission’s recommendation.

**MOTION: Council Member Wilhelmsen motioned to approve Ordinance 475; an ordinance amending section 11.08.020 relating to repeal other animal raising in the residential zones; severability; and providing an effective date. Council Member Tait seconded the motion. A Roll Call vote was taken.**

<b>Council Member Murtha</b>	<b>Yes</b>
<b>Council Member Jensen</b>	<b>Yes</b>
<b>Council Member Pearce</b>	<b>Yes</b>
<b>Council Member Tait</b>	<b>Yes</b>
<b>Council Member Wilhelmsen</b>	<b>Yes</b>

**Motion passed 5-0.**

**c. Discussion/possible action to approve Ordinance 476; an ordinance granting an electric utility franchise for time certain to Rocky Mountain Power; severability; and providing an effective date.**

Bill Morris explained he received notice from Rocky Mountain Power our franchise agreement is expiring on January 8, 2016. Previously the city has collected a franchise fee from utilities. The legislature has now changed this to the Municipal Energy Tax. Due to added technology, new growth is so exponential they reduced the time frame of the agreement to expire in 10 years rather than the previous 25 years. Bill Morris informed Council he updated the agreement to include Harrisville City reference in the title and has written a separate ordinance adopting this agreement. Rocky Mountain Power frequently uses city property to install these poles.

Steve Rush from Rocky Mountain Power introduced himself to Council. He explained this agreement gives them the right to be in the city, to relocate any facilities that may be in the city, and conduct tree trimming that may be necessary. Most of the agreement has been extended from previous agreements and includes rules for operation.

Council Member Murtha asked about chemicals that are used under the vegetation management to treat trees or stunt the growth. He asked if these chemicals are safe to humans and animals. Steve Rush said he is not aware of these chemicals being used on the side of roadways or to address tree trimming issues. The chemicals are safe to humans and animals but are only used in the large corridor areas.

Gene Bingham explained this contract includes a clause that either party may renegotiate specifics in the event of future changes to allow the city to receive the full benefit of the contract. This is the main reason the length of the contract was reduced to 10 years. Bill Morris further clarified that by giving 30 day notice to the other party, changes could be made to the contract. Steve Rush also pointed out the city is allowed to use the power poles to aid with future needs. He suggested meeting once a year with planning staff to reduce the amount of cutting into roads during construction and using existing trenches for future projects.

**MOTION: Council Member Murtha motioned to approve Ordinance 476; an ordinance granting an electric utility franchise for time certain to Rocky Mountain Power; severability; and providing an effective date. Council Member Pearce seconded the motion. A Roll Call vote was taken.**

<b>Council Member Wilhelmsen</b>	<b>Yes</b>
<b>Council Member Tait</b>	<b>Yes</b>
<b>Council Member Pearce</b>	<b>Yes</b>
<b>Council Member Jensen</b>	<b>Yes</b>
<b>Council Member Murtha</b>	<b>Yes</b>

**Motion passed 5-0.**

**d. Discussion/possible action to approve Resolution 2015-14; a resolution adopting the local transportation funding agreement for funding the Larsen Lane project; and providing an effective date.**

Bill Morris explained Weber County sent over a proposal for local transportation funding to include changes on the Larsen Lane project. He subsequently prepared a resolution to adopt the agreement. Gene Bingham explained this has been in the works for several years. He has been working directly with Doug Larsen from Weber County on this project. Additionally there is a failure in the canal that runs underneath the Common Cents property. If Council adopts this agreement the County Commissioners will still have to approve this project. Some of the work on this project needs to be completed outside of the irrigation season when the canal has minimal water. Addressing the concerns with the canal is the first phase. The other work will likely happen the first part of April when weather improves. Council Member Tait asked for more details on the project. Gene Bingham explained the corrugated pipe will be fixed while the water is out of the canal and the other improvements to widen Larsen Lane will happen the first part

of April. He estimated the project will take a total of three months to complete. Council Member Murtha asked if these improvements are included in this year's budget. Gene Bingham clarified this project will be funded by the Weber County grant. He explained the county disperses this funding according to application and available funds. The city was previously approved for state monies but an environmental study is required to use state funds. Staff had tentatively decided to hold off on the project unless other funding became available. Council Member Pearce asked what the start date of the project will be. Gene Bingham said the canal issue will be addressed during the winter with the other improvement in the spring.

Mayor Richins explained the transportation subcommittee, in which he sits, goes through the prospective projects and all vote on what they consider a priority project. The County recognized this project would not only benefit Harrisville City but surrounding areas and therefore should not necessarily come from Harrisville City funding. Gene Bingham said the canal company will be doing the repairs to save time. The city engineer is drafting up the cost of the project and the details to make sure everything is within reason. He is trying now to coordinate a meeting to discuss the details of the project.

**MOTION: Council Member Wilhelmsen motioned to approve Resolution 2015-14; a resolution adopting the local transportation funding agreement for funding the Larsen Lane project; and providing an effective date. Council Member Tait seconded the motion. A Roll Call vote was taken.**

<b>Council Member Wilhelmsen</b>	<b>Yes</b>
<b>Council Member Tait</b>	<b>Yes</b>
<b>Council Member Pearce</b>	<b>Yes</b>
<b>Council Member Jensen</b>	<b>Yes</b>
<b>Council Member Murtha</b>	<b>Yes</b>

**Motion passed 5-0.**

#### **5. Public Comments - (3 minute maximum)**

Ruth Pearce, 295 E. 1150 N., said with the Larsen Lane project she would recommend UDOT reconfigure the light at Wall Avenue so Larsen Lane has a dedicated light for traffic to go south and the traffic coming from Wall Ave would be a separate rotation.

#### **6. Mayor/Council Follow-Up:**

Mayor Richins asked Jennie Knight for an update on the election and vote by mail process. She explained the number of votes received has already exceeded numbers from the last Municipal Election. She said she attended training at Weber County Elections office and witnessed the secure process that is met when counting ballots.

Mayor Richins said the 2550 North project up by Majestic Elementary was also approved by WACOG for sidewalk installation. This is to improve safety in this area. Council Member Jensen said she is pleased to hear this is happening. Council Member Pearce said they also approved a project for a second fire station.

Council Member Tait said she saw a complaint regarding 700 North that the signs are not readable. Gene Bingham said he will look into this and install new signs if necessary.

Council Member Wilhelmsen said he spoke with Steve Weiss who suggested some proactive lighting in neighborhoods to potentially reduce crime. He suggested residents turn on their porch lights for a certain amount of time each night in hopes of deterring criminal activity. By installing aluminum bulbs the cost of illuminating porches can be reduced. He would like to work with Chief Jackson and maybe receive a discount on bulbs from a local retailer. Council Member Murtha said his backyard is well lit for this reason. He said once individuals are behind a fence or hedge they are going unseen in areas.

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

**MOTION: Council Member Pearce motioned to adjourn the regular meeting and move into a Closed Executive Session. Council Member Wilhelmsen seconded the motion. All Council Members voted aye. Motion passed.**

Mayor and Council convened into a closed executive session.

**MOTION: Council Member Tait motioned to adjourn the Closed Executive Session and open the public meeting. Council Member Jensen seconded the motion. All Council Members voted aye. Motion passed.**

#### 8. Adjourn

Mayor Richins adjourned at 7:58 p.m.

**ATTEST:**

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**BRUCE RICHINS**  
Mayor

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**JENNIE KNIGHT**

City Recorder

Approved this 10<sup>th</sup> day of November, 2015

**HARRISVILLE CITY  
RESOLUTION #2015-15**

**A RESOLUTION APPROVING THE CANVASS OF THE  
2015 HARRISVILLE CITY  
MUNICIPAL GENERAL ELECTION**

**WHEREAS**, on November 3, 2015, the regular Municipal General Election was held; and

**WHEREAS**, on November 10, 2015, the City Council convened as the Board of Canvassers, to canvass the returns of the said Municipal General Election; and

**WHEREAS**, the City Council, during the canvass of the ballots, inspected the ballot results by precinct including any absentee ballots received by Election Day; and

**WHEREAS**, the City Council has determined that the election and voting were conducted in compliance with the law,

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

**Section 1:** The City Council, as the official Board of Canvassers, hereby accepts and approves the reports entitled "Election Summary Report" and "Statement of Votes Cast" for the 2015 Harrisville City Municipal General Election held on November 3, 2015.

**Section 2:** The following candidates are declared to have received the number of votes indicated:

<u><b>City Council Seat</b></u>	
Michael Murtha	405
Ruth Pearce	388
Jacob Schlegel	230
Gary L. Robinson	351
Write-in Votes	190

**Section 3:** The following candidates, having qualified by number of votes, are declared elected as Mayor and Council Members to serve a four-year term beginning in January 2016:

<u><b>City Council Seat</b></u>	
Michael Murtha	
Ruth Pearce	
Gary Robinson	

**Section 4.** The City Recorder shall furnish a certified copy of this Resolution and copies of the Election Summary Report and Statement of Votes Cast to the Lieutenant Governor's Office on or before the third Friday following the Municipal General Election.

**Effective Date.**

This Resolution shall be effective immediately upon passage and adoption.

**PASSED AND ADOPTED this 10th day of November, 2015.**

**HARRISVILLE CITY:**

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**BRUCE RICHINS, Mayor**

**CITY COUNCIL VOTE AS RECORDED:**

	<b>YES</b>	<b>NO</b>
Council Member Wilhelmsen:	_____	_____
Council Member Tait:	_____	_____
Council Member Pearce:	_____	_____
Council Member Jensen:	_____	_____
Council Member Murtha:	_____	_____
(In event of a tie vote of the Council)		
Mayor Richins:	_____	_____

**ATTEST:**

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**JENNIE KNIGHT, City Recorder**

Election Summary Report  
Weber County, Utah  
Municipal General Election  
November 3, 2015

Date: 11/03/15  
Time: 21:42:41  
Page: 1 of 3

Summary For Jurisdiction Wide, All Counters, All Races  
UNOFFICIAL ELECTION RESULTS  
END OF NIGHT REPORT

Registered Voters 86193 - Cards Cast 30906 35.86%

Num. Report Precinct 178 - Num. Reporting 178 100.00%

Proposition 1		Total
Number of Precincts		178
Precincts Reporting		178 100.0 %
Times Counted	30906/86193	35.9 %
Total Votes		30625
FOR	17475	57.06%
AGAINST	13150	42.94%

North Ogden City Council		Total
Number of Precincts		13
Precincts Reporting		13 100.0 %
Times Counted	3273/8671	37.7 %
Total Votes		7678
Swanson, Phillip	2146	27.95%
Stoker, Cheryl	2350	30.61%
Turner, Carl D.	1633	21.27%
George, Christian N.	1549	20.17%

Farr West City Council		Total
Number of Precincts		4
Precincts Reporting		4 100.0 %
Times Counted	748/3015	24.8 %
Total Votes		1875
McCollum, Ken	283	15.09%
Jay, David C.	418	22.29%
Phippen, Ken	354	18.88%
Black, Ted	323	17.23%
Burkland, Tom	497	26.51%

Ogden City Mayor		Total
Number of Precincts		45
Precincts Reporting		45 100.0 %
Times Counted	8104/22533	36.0 %
Total Votes		8025
Caldwell, Mike	6394	79.68%
Benitez, Sebastian	1631	20.32%

Harrisville City Council		Total
Number of Precincts		4
Precincts Reporting		4 100.0 %
Times Counted	731/2309	31.7 %
Total Votes		1564
Murtha, Michael	405	25.90%
Pearce, Ruth	388	24.81%
Schlegel, Jacob	230	14.71%
Robinson, Gary L.	351	22.44%
Write-in Votes	190	12.15%

Ogden City Council - Municipal Ward 2		Total
Number of Precincts		11
Precincts Reporting		11 100.0 %
Times Counted	1785/5743	31.1 %
Total Votes		1533
Hyer, Richard	1533	100.00%

Hooper City Mayor		Total
Number of Precincts		9
Precincts Reporting		9 100.0 %
Times Counted	1186/3418	34.7 %
Total Votes		1035
Green, Korry L.	1035	100.00%

Ogden City Council - Municipal Ward 4		Total
Number of Precincts		15
Precincts Reporting		15 100.0 %
Times Counted	3558/7849	45.3 %
Total Votes		3486
Nadolski, Ben	2047	58.72%
Gladwell, Daniel	1439	41.28%

Hooper City Council		Total
Number of Precincts		9
Precincts Reporting		9 100.0 %
Times Counted	1186/3418	34.7 %
Total Votes		1918
Hill, Ryan R.	652	33.99%
Cooke, Kyle A.	761	39.68%
Draper, Jacob T.	505	26.33%

Ogden City Council - At Large Seat C		Total
Number of Precincts		45
Precincts Reporting		45 100.0 %
Times Counted	8104/22533	36.0 %
Total Votes		7906
Lopez, Luis	4082	51.63%
Ogden, John	3824	48.37%

Election Summary Report  
 Weber County, Utah  
 Municipal General Election  
 November 3, 2015

Date: 11/03/15  
 Time: 21:42:41  
 Page: 2 of 3

Summary For Jurisdiction Wide, All Counters, All Races  
 UNOFFICIAL ELECTION RESULTS  
 END OF NIGHT REPORT

Registered Voters 86193 - Cards Cast 30906 35.86%

Num. Report Precinct 178 - Num. Reporting 178 100.00%

Plain City Town Council		Total
Number of Precincts	4	
Precincts Reporting	4	100.0 %
Times Counted	1179/2796	42.2 %
Total Votes	2867	
Pendergast, David G.	336	11.72%
Sadler, Melvin (Budd	516	18.00%
Searle, Brad	652	22.74%
Carrigan, Kris	391	13.64%
Ferrin, Brett G.	747	26.06%
Osenbach, Mark	225	7.85%

South Ogden City Council		Total
Number of Precincts	12	
Precincts Reporting	12	100.0 %
Times Counted	2598/6413	40.5 %
Total Votes	6148	
Hensley, Adam S.	1558	25.34%
Smith, Wayne M.	1466	23.85%
Strate, Brent J.	1506	24.50%
Orr, Sallee	1618	26.32%

Pleasant View City Council		Total
Number of Precincts	6	
Precincts Reporting	6	100.0 %
Times Counted	1659/4176	39.7 %
Total Votes	3914	
Hansen, Boyd	874	22.33%
Humphreys, Michael	755	19.29%
Pitman, Tony	619	15.82%
Urry, Sara	789	20.16%
Burns, Jerry	877	22.41%

West Haven City Council		Total
Number of Precincts	14	
Precincts Reporting	14	100.0 %
Times Counted	1394/4224	33.0 %
Total Votes	3599	
Musselman, Dawnell	761	21.14%
Murray, Dean J.	529	14.70%
Higginson, Robert Va	386	10.73%
Holmes, Blaine H.	613	17.03%
Palmer, Summer	644	17.89%
Carlson, Stephanie	666	18.51%

Riverdale City Council		Total
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Times Counted	1348/3153	42.8 %
Total Votes	3415	
Mitchell, Braden D.	810	23.72%
Alan Arnold	616	18.04%
Haws, Stacey E.	408	11.95%
Hansen, Cody	538	15.75%
Herrick, Ember	516	15.11%
Hilton, Steve	527	15.43%

Huntsville Town Council		Total
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	184/338	54.4 %
Total Votes	340	
Wangsgard, Bill	HNT	157 46.18%
White, Bill	OTP	138 40.59%
Grant, Dale E.	HNT	45 13.24%

Roy City Council		Total
Number of Precincts	26	
Precincts Reporting	26	100.0 %
Times Counted	4396/12931	34.0 %
Total Votes	11096	
Hackworth, Stuart	1276	11.50%
Paul, Joe K.	1586	14.29%
Smith, Kirk F.	1701	15.33%
Dandoy, Robert E.	1951	17.58%
Tafoya, Dave	2050	18.48%
Yeoman, Karlene	2532	22.82%

At Large Hooper Water Imp. Dist.		Total
Number of Precincts	22	
Precincts Reporting	22	100.0 %
Times Counted	1965/6017	32.7 %
Total Votes	1591	
Beus, Shawn J.		1591 100.00%

Div 1 - Hooper Water Imp. Dist.		Total
Number of Precincts	6	
Precincts Reporting	6	100.0 %
Times Counted	1104/3227	34.2 %
Total Votes	955	
Beus, Leslie H.		887 92.88%
Write-in Votes		68 7.12%

Election Summary Report  
Weber County, Utah  
Municipal General Election  
November 3, 2015

Date:11/03/15  
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Page:3 of 3

Summary For Jurisdiction Wide, All Counters, All Races  
UNOFFICIAL ELECTION RESULTS  
END OF NIGHT REPORT

Registered Voters 86193 - Cards Cast 30906 35.86%

Num. Report Precinct 178 - Num. Reporting 178 100.00%

Div 2 - Hooper Water Imp. Dist.

	Total	
Number of Precincts	6	
Precincts Reporting	6	100.0 %
Times Counted	736/2374	31.0 %
Total Votes	96	
Write-in Votes	96	100.00%



# HARRISVILLE CITY

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

MAYOR:

Bruce N. Richins

COUNCIL MEMBERS:

Grover Wilhelmsen  
Michelle Tait  
Jeffery Pearce  
Jennifer Jensen  
Michael Murtha

October 20<sup>th</sup>, 2015

Re: 2015-16 Sanitary Sewer Internal Inspections (SSII)

Dear Mayor and City Council,

In reference to SSII's, a perpetual maintenance program was established in 1998. As per the Sanitary Sewer Master Plan and through the Sanitary Sewer Rate Analysis, funds are budgeted and made available for a portion of the City's sanitary sewer system to be cleaned and televised each year. A rotation is done until all of the system is completed. Another cycle is then started which helps to ensure the City's system is cleaned and monitored which reduces the possibility of sewer backups or failures.

It also helps the City monitor construction activity damage and disturbances as well as natural system deterioration. It is essential in both current and long range planning of sewer repairs and rehabilitation projects. The 2015-16 project would consist of cleaning and televising approximately 59,718 t/lineal feet of sewer line with pipe sizes ranging from 8" to 18" for an estimated cost of \$39,942.99.

In October 2014 the SSII's were advertised for bid and Pro-Pipe was the lowest responsive bidder. In 1999 a "Professional Services Agreement" was developed by the City Attorney and City Council where an extension of a previous contract could be honored if the City Council chose to do so up to five years instead of re-advertising each year.

As noted, Pro-Pipe was the lowest bidder and did an excellent job last year. I spoke with Pro-Pipe and they have committed to honoring their prices of last year. I would like to request approval to Pro-Pipe for the 2015-16 SSII's cleaning project for a total estimated price of \$39,942.99.

If you have any questions or comments please call at 801-940-6715 or e-mail me at [gbingham@cityofharrisville.com](mailto:gbingham@cityofharrisville.com).

Sincerely,

Gene Bingham  
Public Works Director  
City of Harrisville

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT**, entered into as of the 10th day of November, 2015, by and between **HARRISVILLE CITY CORPORATION**, a municipal corporation of the State of Utah, hereinafter "City", and **PROPIPE, INC.**, with offices at Layton City, Utah, hereinafter "**PROPIPE**".

### WITNESSETH:

**WHEREAS**, City has established a need for certain professional services; and

**WHEREAS**, PROPIPE has proposed to provide such professional services,

**NOW THEREFORE**, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

**1. Employment of PROPIPE**, City hereby agrees to engage PROPIPE, and PROPIPE hereby agrees to perform the services set forth in Exhibit "A" incorporated herein by reference.

**2. Time of Performance**, This Agreement shall commence on November 10, 2015 and terminate on completion of performance on June 30, 2016, unless sooner terminated as hereinafter set forth.

**3. Compensation**, For such services, PROPIPE shall be paid as specified in Exhibit "A", attached hereto and by this reference made a part hereof. Said total shall constitute full payment for all services rendered and costs incurred by PROPIPE in performing this Agreement. Payment shall be made as provided in Exhibit "A".

**4. Termination of Agreement for Cause**, If, through any cause, PROPIPE shall fail to

fulfill, in a timely and proper manner, its obligations under this Agreement, or if PROPIPE shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by written notice to PROPIPE of such termination and specifying the effective date thereof, said notice being given at least ten (10) days before the effective date of such termination. In the event of termination for cause, PROPIPE shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the above, PROPIPE shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by PROPIPE, and City may withhold any payments to PROPIPE for the purpose of set off until such time as the exact amount of damages due City from PROPIPE is determined.

**5. Non-assignability,** PROPIPE shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.

**6. Interest of PROPIPE,** PROPIPE covenants that PROPIPE presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. PROPIPE further covenants that in the performance of the Agreement no person having such interest shall be employed.

**7. Indemnification,** PROPIPE agrees to indemnify, and save harmless City and its authorized agents, officers and employees from and against any and all claims, damages, demands, actions, costs and charges arising out of or by reason of PROPIPE's negligent acts or failure to act hereunder subject to the limits set forth in the Utah Governmental Immunity Act, UCA 63-30-1 et.seq. City agrees to indemnify, and save harmless PROPIPE and its authorized agents, partners and employees from and against any and all claims, damages, demands, actions,

costs and charges arising out of or by reasons of City's negligent acts or failure to act hereunder subject to the limits set forth in the Utah Governmental Immunity Act, UCA 63-30-1 et. seq.

**8. Notice,** Any notice, or notices, required or permitted to be given pursuant to this PROPIPE Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Gene Bingham  
363 West Independence  
Harrisville, UT 84404  
(801) 782-9648

PROPIPE:  
976 N. Marshall Way, Bldg 2-Unit 2  
Layton, UT 84041  
(801)908-8581

**9. Independent Contractor,** PROPIPE is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover PROPIPE. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. PROPIPE, as an independent contractor, shall provide and be responsible for any and all of PROPIPE's, its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. PROPIPE agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

**10. When Rights and Remedies Not Waived,** In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any

defaults which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

**11. Integrated Document.** This agreement embodies the entire agreement between City and PROPIPE for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent, or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the City.

**12. Severability of Provisions.** If any provisions of this agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

**13. Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

**14. Governing law.** This Agreement, its terms and conditions, shall be governed by Utah law.

**IN WITNESS WHEREOF**, the parties hereto execute the foregoing instrument as of the day and year first above written.

“Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.”

**HARRISVILLE CITY CORPORATION**

By: \_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
City Public Works Director

By: \_\_\_\_\_  
PROPIPE, INC.

**HARRISVILLE CITY  
RESOLUTION 2015-16**

**DEPARTMENT HEAD PERSONNEL POLICY MANUAL AMENDMENTS**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, AMENDING  
THE HARRISVILLE CITY PERSONNEL POLICIES AND  
PROCEDURES MANUAL RELATING TO DEPARTMENT  
HEADS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council is authorized to adopt personnel policies and procedures for the effective and efficient administration of municipal government;

**WHEREAS**, the City Council adopted its current *Personnel Policies and Procedures Manual* on April 28, 2009, and has made various amendments to the same;

**WHEREAS**, the City Council desires to amend its personnel policies and procedures manual to achieve greater efficiency, realize cost savings, and further define employee province;

**NOW, THEREFORE**, be it resolved by the City Council of Harrisville City, Utah, that the Policies and Procedures Manual is hereby amended to read as follows:

**B-1-11 Department Heads**

1. Department heads are defined under the Glossary of Terms herein as “at-will” and require a majority vote of the city council for any reduction of classification, appointment, reappointment, or termination.
2. Severance for a department head terminated by the city council shall include 6 months pay, plus one month pay for each year of service for a maximum total of one year severance pay. The city council may authorize the severance provided in this paragraph, or as otherwise provided by the city council, at the discretion of the city council for any department head not terminated and leaving employment for any other reason.
3. Department heads ~~may~~ accrue and may exchange sick leave and vacation for compensation upon retirement, termination, or leaving employment with the city as any other city employee regardless of classification or exemption status. All departments heads shall receive benefits, including but not limited to medical and dental, available to any full-time employee regardless of classification or exemption status, unless waived by the department head.

**Effective Date.**

This Resolution shall be effective immediately upon passage and adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

HARRISVILLE CITY:

Roll Call Vote:

Yes    No

\_\_\_\_\_  
BRUCE RICHINS, Mayor

Mr. Wilhelmsen

Mrs. Tait

Mr. Pearce

ATTEST:

Mrs. Jensen

Mr. Murtha

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

**PERSONNEL AGREEMENT**

This Personnel Agreement dated (hereafter referred to as the "Agreement") is entered into by and between HARRISVILLE CITY (hereafter referred to as "City"), and GENE BINGHAM (hereafter referred to as "Employee"), and collective referred to as the "Parties."

**RECITALS**

**WHEREAS**, the City is a municipal corporation, duly organized and existing under the laws of the State of Utah;

**WHEREAS**, the City has employed the Employee who now has health issues and requests an early retirement;

**WHEREAS**, the City and Employee negotiated this Agreement as the severance terms of Employee's employment with City;

**NOW, THEREFORE**, the Parties to this Agreement hereby mutually agree as follows:

**AGREEMENT**

- 1. **Severance.** In consideration of the services rendered by Employee to the City over 27 years, City hereby agrees to pay one-half of the costs of the Employee to buy-out the remaining years of service from the Utah Retirement Systems. Employee is responsible to pay the remaining one-half. Employee is also eligible to use accrued sick leave to purchase insurance from PEHP according to the terms and conditions of PEHP and the City for the same.
- 2. **Competition Terms.** There are several outstanding projects that Employee shall continue to assist the City until completion at an hourly rate of \$35.00 as an independent contractor (unless prohibited by Utah State Retirement Systems) as follows:
  - a. General Plan Update.
  - b. Larsen Lane Project.
- 3. **Governing Law.** This Agreement is governed by the laws of Utah.
- 4. **Headings.** The headings used in this Agreement are for convenience purposes only and do not afford any legal right.
- 5. **Final Agreement and Modification.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly approved by the Parties.
- 6. **Effective Date.** This Agreement is effective the date indicted below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

FOR HARRISVILLE CITY:

FOR EMPLOYEE:

\_\_\_\_\_  
BRUCE RICHINS, Mayor

\_\_\_\_\_  
GENE BINGHAM

ATTEST:

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

**PERSONNEL AGREEMENT**

This Personnel Agreement dated (hereafter referred to as the "Agreement") is entered into by and between HARRISVILLE CITY (hereafter referred to as "City"), and WILLIAM MORRIS (hereafter referred to as "Employee"), and collective referred to as the "Parties."

**RECITALS**

**WHEREAS**, the City is a municipal corporation, duly organized and existing under the laws of the State of Utah;

**WHEREAS**, the City has employed the Employee who now requests certain insurance coverage;

**WHEREAS**, the City and Employee negotiated this Agreement as an amendment to the original employment agreement with the City;

**NOW, THEREFORE**, the Parties to this Agreement hereby mutually agree as follows:

**AGREEMENT**

- 1. **Amendment.** The original employment agreement with Employee is hereby amended as set forth herein. Any terms not amended herein shall remain in full force and effect.
- 2. **Insurance.** The City authorizes the Employee to obtain from the City medical, dental, vision, and any other insurance available to full-time employees and their families on the same terms and conditions as any other full-time employee.
- 3. **Policy Manual.** The Employee is classified as a Department Head subject to the terms set forth in the *Harrisville Personnel Policies and Procedures Manual* relating to Department Heads under Section B-1-11, as amended.
- 4. **Governing Law.** This Agreement is governed by the laws of Utah.
- 5. **Headings.** The headings used in this Agreement are for convenience purposes only and do not afford any legal right.
- 6. **Final Agreement and Modification.** This Agreement supersedes all prior oral understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by Parties.
- 7. **Effective Date.** This Agreement is effective the date indicted below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

FOR HARRISVILLE CITY:

FOR EMPLOYEE:

\_\_\_\_\_  
BRUCE RICHINS, Mayor

\_\_\_\_\_  
WILLIAM MORRIS

ATTEST:

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