



# HARRISVILLE CITY

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

## CITY COUNCIL AGENDA

363 West Independence Blvd

November 10, 2020

**TO COMPLY WITH CDC RECOMMENDATIONS  
ELECTRONIC PARTICIPATION IS RECOMMENDED**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/88434364166?pwd=alpreUVDWk5SZ2tpM2NNN0lvcUZSUT09>

**Meeting ID: 884 3436 4166**

"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 Michelle Tait**

**Mayor Pro Tem: Steve Weiss**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE & OPENING CEREMONY** [Council Member Christensen]
3. **CONSENT ITEMS**
  - a. Approve the minutes of October 13, 2020 as presented.
4. **BUSINESS ITEMS**
  - a. Discussion/possible action to conduct interview for Harrisville City Council Member Mid-Term Vacancy. [Mayor Tait]
  - b. Discussion/possible action to appoint Harrisville City Council Member and Oath of Office. [Mayor Tait]
  - c. **PUBLIC HEARING** – Harrisville Resolution 20-18; a resolution creating Four Mile Special Service District.
  - d. **PUBLIC HEARING** – Harrisville Resolution 20-19; a resolution creating Harrisville Cemetery Special Service District.
  - e. **PUBLIC HEARING** – To consider potential projects for which funding may be applied under the CDBG Small Cities Program Year 2021.
  - f. Discussion/possible action to adopt 2020 Capital Investments Plan. [Bill Morris]
  - g. Discussion/possible action to adopt Harrisville Ordinance 516; Transportation Code. [Bill Morris]
  - h. Discussion/possible action to grant Final Acceptance of Thoroughbred Crossing Subdivision. [Glen Gammell]
  - i. Discussion/possible action to approve Harrisville Resolution 20-20; contract with Providence Corporation for Mental Wellness Services. [Chief Wilson]
5. **PUBLIC COMMENTS - (3 minute maximum)**
6. **MAYOR/COUNCIL FOLLOW-UP:**
7. **CLOSED EXECUTIVE SESSION:** Utah State Code §52-4-205(1)(a): The Council may consider a motion to enter into Closed Executive Session for the purpose of discussion of character, professional competence, or physical or mental health of individual(s).
8. **ADJOURN**

DATE POSTED: November 5, 2020

BY: Jennie Knight, City Recorder

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

MAYOR:

Michelle Tait

COUNCIL MEMBERS:

Richard S. Hendrix  
Grover Wilhelmsen  
Steve Weiss  
Blair Christensen  
Max Jackson

**MINUTES OF HARRISVILLE CITY  
CITY COUNCIL MEETING  
October 13, 2020  
363 West Independence Blvd  
Harrisville, UT 84404**

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**Present:** Mayor Michelle Tait, Council Member Hendrix, Council Member Wilhelmsen, Council Member Steve Weiss, Council Member Blair Christensen, Council Member Max Jackson.

**Staff:** Bill Morris, City Administrator, Glen Gammell, Public Works, Bryan Fife, Recreation Director, Jennie Knight, City Recorder.

**Visitors:** Arnold Tait, Pat Burns, Kenny Loveland.

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

**1. Call to Order.**

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

**2. Opening Ceremony.**

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

**3. Consent Items.**

- a. Approve the minutes of September 8, 2020 as presented.

**MOTION: Council Member Hendrix motioned to approve the minutes of September 8, 2020 as presented. Council Member Jackson seconded the motion. All Council Members voted aye. Motion passed.**

**4. Business Items.**

- a. **Discussion/possible action to grant preliminary approval of Warren Hollow Subdivision located at approximately 217 E. Larsen Lane.**

Matt Robertson explained the engineer's memo included in the packet. This development has been discussed and planned for a while. This is located on the Warren and Satterthwaite property off of Larsen Lane. Although there are items that need to be worked on, including improvement drawings and the plat, he is recommending preliminary approval with the details being worked out before final approval. All of these items must be addressed before final approval, including the developer receiving a property easement for the temporary turn around for the stub for future development to the east. Secondary water is being worked out since this development is outside of Pineview service area. There has been discussion about the city taking over this utility after inspection and items meet our standards, including an irrigation pond with pump house. They are working out final details on the plan.

Council Member Hendrix asked about the 60-foot road standard that allows for narrower asphalt. Matt Robertson explained the narrower standard includes 29 feet of asphalt for minor street sections. This provides less asphalt to maintain and helps to slow traffic. By approving this in a small section we can see how this works out. The cul-de-sac will be standard radius to make it possible for emergency response and the park strip is actually wider with small approved trees being allowed giving a nice feel when you go into the development.

Council Member Hendrix expressed some concern over the narrower streets, referencing other areas in the city where narrow streets sections exist. Glen Gammell explained those current street sections are only 24-26 feet of asphalt; with 29 feet of asphalt there should be plenty of

room for two cars to pass. Discussion was given over road widths in other developments in the city.

Council Member Hendrix expressed concern over the Bona Vista review has no cul-de-sacs listed and connections are different. Matt Robertson said they may have reviewed a previous plan where the original connection was going down to 700 North, but the public input did not agree with this access, so the cul-de-sacs were added back into the plan. He noted the sanitary sewer does have an easement granted through the property to the east down to 700 North. Council Member Jackson asked if the secondary water will be underground. Matt Robertson explained this will be an open irrigation pond in the southwest corner of the development and be fully fenced. There will always be water in this so fencing will be mandatory.

Council Member Christensen asked about the emergency turn around in the neighboring property Pat Burns said he has had contact with this property owner and they are fine with this. This easement will need to be recorded prior to final approval.

**MOTION: Council Member Christensen motioned to grant preliminary approval of Warren Hollow Subdivision located at approximately 217 E. Larsen Lane. Council Member Weiss seconded the motion. All Council Members voted aye. Motion passed.**

**b. Discussion/possible action to adopt Harrisville Ordinance 510; Mixed-Use/In-Fill Commercial Amendments.**

Bill Morris explained the Mixed-Use Commercial was reserved at the time of adoption of the original ordinance. This proposed ordinance is what the planning commission has approved. There are areas on upper Highway 89 where this would work. Council Member Hendrix asked for the planning commission public hearing date and the planning commission recommendation be added. Bill Morris explained the planning commission spent quite a bit of time on this and held a few different meetings going over things. This is the final draft.

**MOTION: Council Member Hendrix motioned to adopt Harrisville Ordinance 510; Mixed-Use/In-Fill Commercial Amendments. Council Member Weiss seconded the motion. A Roll Call Vote was taken.**

<b>Council Member Jackson</b>	<b>Yes</b>
<b>Council Member Christensen</b>	<b>Yes</b>
<b>Council Member Weiss</b>	<b>Yes</b>
<b>Council Member Wilhelmsen</b>	<b>Yes</b>
<b>Council Member Hendrix</b>	<b>Yes</b>

**Motion passed 5-0.**

**c. Discussion/possible action to adopt Harrisville Ordinance 511; Recreation and Commercial Vehicle Amended.**

Bill Morris explained this ordinance is coming with a positive recommendation from Planning Commission. At the original public hearing the public had a lot of issues. Lt. Moore went out and solicited examples around the county and prepared this new ordinance. Once the permit section was inserted into the ordinance there were no longer issues from the public. Mayor Tait said the police department is looking forward to adopting this for enforcement. Bill Morris explained the police department has been faced with people living on private property in RV's with drug issues and living at Walmart. Walmart spoke in favor of this ordinance at the public hearing.

**MOTION: Council Member Weiss motioned to adopt Harrisville Ordinance 511; Recreation and Commercial Vehicle Amended. Council Member Hendrix seconded the motion. A Roll Call Vote was taken.**

<b>Council Member Jackson</b>	<b>Yes</b>
<b>Council Member Christensen</b>	<b>Yes</b>
<b>Council Member Weiss</b>	<b>Yes</b>
<b>Council Member Wilhelmsen</b>	<b>Yes</b>
<b>Council Member Hendrix</b>	<b>Yes</b>

**Motion passed 5-0.**

**d. Discussion/possible action to adopt Harrisville Ordinance 513; Right-Of-Way Fees.**

Glen Gammell explained this fee schedule has not been updated since 2009. When contractors encroach into the right of way or bore under, it lessens the life of the road 5-7 years. He reviewed other cities fees throughout the county to see what they charge and bring us more in line with what other cities charge. This increases the permit fees as well. He reviewed the proposed fee schedule and explained this now includes a \$1,000 fine for violation without a permit. The road cut and curb sidewalk fees will go into maintenance accounts and the other fees will go into the general fund.

Council Member Jackson asked if these fees are more in line with other cities, asking if this is within their guidelines. Glen Gammell explained he took an average of what other cities are charging. The previous \$200 road bond is now \$10,000 and requires an inspection by the public works director or city engineer.

**MOTION: Council Member Hendrix motioned to adopt Harrisville Ordinance 513; Right-Of-Way Fees. Council Member Christensen seconded the motion. A Roll Call Vote was taken.**

<b>Council Member Jackson</b>	<b>Yes</b>
<b>Council Member Christensen</b>	<b>Yes</b>
<b>Council Member Weiss</b>	<b>Yes</b>
<b>Council Member Wilhelmsen</b>	<b>Yes</b>
<b>Council Member Hendrix</b>	<b>Yes</b>

**Motion passed.**

**e. Discussion/possible action to approve purchase of Utility Trailer for Public Works.**

Glen Gammell informed Council of the need for a larger trailer at the Public Works compound. They are unable to store items in the yard because of issues with theft. They are dealing with people going through the backside of the public works compound and items left there often go missing. With a trailer, things can be stored inside a secure area and allow for quicker response to a situation with all the equipment readily available. The purchase will come out of Class C Road Funds; section four designates the purchase of equipment is allowed.

Bill Morris pointed out this price is under state contract so we did not need additional bids.

Mayor Tait asked when the trailer will be available. Glen Gammell responded approximately 4-6 weeks. He reviewed the standards on the trailer and the price at \$8,796.00.

**MOTION: Council Member Hendrix motioned to approve purchase of 20 ft 2021 enclosed Utility Trailer in the amount \$8,796.08 for Public Works. Council Member Weiss seconded the motion. A Roll Call Vote was taken.**

<b>Council Member Jackson</b>	<b>Yes</b>
<b>Council Member Christensen</b>	<b>Yes</b>
<b>Council Member Weiss</b>	<b>Yes</b>
<b>Council Member Wilhelmsen</b>	<b>Yes</b>
<b>Council Member Hendrix</b>	<b>Yes</b>

**Motion passed.**

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

Kenny Loveland asked if the Council received a copy of the complaint from a resident on North Harrisville Road. He wanted to make sure this was received and he is wondering who is in charge of code enforcement in our city and why is this not happening. He is concerned about the state of some properties and would like the city to look nice. He asked if there is someone in charge of code enforcement and how can he follow-up with what is being done.

Bill Morris said code enforcement is being handled by the police department by an officer that may have had some recent medical issues. Additionally, we have recently lost another officer which has caused the department to be reduced a bit. Randy Hammack has been in contact with property owners regarding code enforcement complaints. He, himself, has also met with some property owners to bring them into compliance. Mayor Tait explained this is a complaint-based program.

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

**a. Notice of Intent to amend Impact Fees Facilities Plan.**

Bill Morris said we are required to publish a notice of intent to prepare and update our impact fees. This will be posted on the public notice website. Glen Gammell and Matt Robertson will be working on updating the capital facilities plan for all impact fees that we are using; mainly, sewer, storm water, parks, public safety, and transportation. All of the fees will be evaluated, we will then do an impact fee analysis, and have a public hearing at the end. This will likely take a year for completion.

**b. ADA Update.**

Glen Gammell informed Council he received the ADA facilities improvement estimate from Jones and Associates to bring all the city buildings up to ADA standards. This includes the front office area of the parks building, the public works building, city hall, and cabin.

Bill Morris said since the estimate was not received in time to be included in the packet, this will be sent out to Council. Glen Gammell said we have already started with the Parks building but to address all of the included issues would tax the budget. Bill Morris said it might make sense to build a new facility instead of bringing the current buildings up to code and staff is making a plan to address this since our buildings predate the ADA requirements.

Council Member Hendrix informed Council he is moving. He has formally given the Mayor his letter of resignation. They are weeks away from their home being sold. This is not something he had planned on when he ran again for office. Has been here for 41 years and things have changed over those many years.

7. **CLOSED EXECUTIVE SESSION:** Utah State Code §52-4-205(1)(a): The Council may consider a motion to enter into Closed Executive Session for the purpose of discussion of character, professional competence, or physical or mental health of individual(s).

**MOTION: Council Member Weiss motioned to close the public meeting and enter into a Closed Executive Session. Council Member Jackson seconded the motion. A Roll Call Vote was taken.**

Council Member Jackson	Yes
Council Member Christensen	Yes
Council Member Weiss	Yes
Council Member Wilhelmsen	Excused
Council Member Hendrix	Yes

**Motion passed 4-0.**

Mayor and Council convened into a Closed Executive Session.

**MOTION: Council Member Weiss motioned to close the Closed Executive Session and reopen the public meeting. Council Member Hendrix seconded the motion. A Roll Call Vote was taken.**

Council Member Jackson	Yes
Council Member Christensen	Yes
Council Member Weiss	Yes
Council Member Hendrix	Yes

**Motion passed 4-0.**

**8. Adjourn.**

Mayor Tait declared the meeting adjourned at 8:01pm.

**ATTEST:**

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**MICHELLE TAIT**  
Mayor

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**JENNIE KNIGHT**

City Recorder

Approved this 10<sup>th</sup> day of November, 2020

**HARRISVILLE CITY  
CAPITAL INVESTMENTS PLAN 2020-2021**



**Adopted by the City Council on November 10, 2020**

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- B. One Year Plan, Summary, Cost Estimates and Priority.
- C. Five Year Plan, Summary, Cost Estimates and Priority.

## **HARRISVILLE CITY CAPITAL INVESTMENTS PLAN 2020-2021**

### **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) years. It is understood that the projects specified in this Plan 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 be 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 in civic events and issues 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 advanced by effective land use regulations, the subdivision ordinance, architecture 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 uses. 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 for 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. A large portion of the housing stock in the community is within the range of moderate income households. 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 the Future Land Use Plan 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 City supports and fosters a diverse population of approximately 5,567 residents according to the 2010 Census. The community is conscience that services and facilities must be updated with changes in age, income, lifestyle, and diversity.

### **C. Brief History.**

Harrisville City was settled by early Mormon pioneers. An incident in September 1850 resulted in the killing of Shoshone Indian Chief Terikee which caused unrest throughout Weber County and forced the perpetrator Urban Stewart to leave the settlement. In 1851 Martin Henderson Harris, for whom Harrisville was named, built a log home west of Four Mile Creek and others soon followed. Harrisville was divided in 1890, and the westerly part of the settlement became Farr West. 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 2010 population of 5,567.

### **D. General Land Area.**

Harrisville City is 2.7 square miles of land area is bounded by the 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 plain areas, and areas of wildlife habitation.

### **E. Housing for Homeless.**

There is no significant homeless population in Harrisville City. They 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.

<b>Project and Description - One Year Plan Complete</b>	<b>Cost</b>	<b>Status</b>
Chip, crack, and slurry sealing schedule	\$50,000.00	Complete
1100 North Street Connection	\$500,000.00	Complete
Larsen Lane widening between Washington Blvd and Wall Ave	\$4,300,000.00	Complete
ADA and Safety Improvements for Parks	\$50,000.00	In Progress
<b>TOTAL COSTS</b>	<b>\$4,900,000.00</b>	

### B. One Year Projects, Summary, Cost Estimates, and Priority.

<b>Project and Description - One Year Plan</b>	<b>Est. Cost</b>	<b>Priority</b>	<b>Class</b>
Washington and Wall - Slum and Blight Removal	\$200,000.00	High	3
Municipal Complex Storm Water Improvements	\$800,000.00	High	3
Public Safety Capital Facilities Plan Update	\$10,000.00	High	3
Transportation Capital Facilities Plan Update	\$10,000.00	High	3
Park Capital Facilities Plan Update	\$10,000.00	High	3
Millennium Park Parking and Safety Improvements	\$300,000.00	High	3
2300 North Sewer Repair	\$500,000.00	High	3
<b>TOTAL</b>	<b>\$1,830,000.00</b>		

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

<b>Project and Description - Five Year Plan</b>	<b>Est. Cost</b>	<b>Priority</b>	<b>Class</b>
West Harrisville Road Reconstruction	\$5,000,000.00	High	3
Sewer Line between 1850 North and 1550 North Cemetery	\$1,000,000.00	High	3
	\$1,500,000.00	High	3
Storm Water Capital Facilities Plan	\$8,000,000.00	Medium	3
Municipal Complex	\$8,000,000.00	Medium	3
Central Business District Economic Development	\$1,500,000.00	Medium	2
Public Safety, Security, Communication, and Traffic Device Upgrades	\$200,000.00	Medium	3
Various road, curb, gutter, sidewalk projects	\$1,000,000.00	Medium	3
Secondary Water and Special District Improvements	\$500,000.00	Medium	3
Playground and Splash Pad Upgrades	\$250,000.00	Low	3

N. Harrisville Road Sidewalk	\$1,000,000.00	Low	3
Pathway Plan Projects (See Plan adopted August 10, 2010)	\$1,000,000.00	Low	3
Independence Blvd Sewer Upgrade	\$5,000,000.00	Low	3
<b>TOTAL COSTS</b>	<b>\$33,950,000.00</b>		

Class 1 = Housing needs

Class 2 = Economic needs

Class 3 = Community needs

**HARRISVILLE CITY  
ORDINANCE 516**

**TRANSPORTATION CODE**

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, REPEALING AND RE-ENACTING TITLE 6 OF THE HARRISVILLE MUNICIPAL CODE TO BE ENTITLED “TRANSPORTATION CODE”; SEVERABILITY; AND PROVIDE AN EFFECTIVE DATE.**

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

**WHEREAS**, *Utah Code Annotated* §10-8-8, 1953 as amended, allows municipalities to “lay out, establish, open, alter, widen, narrow, extend, grade, pave or otherwise improve streets. . .”

**WHEREAS**, *Utah Code Annotated* §10-8-11, 1953 as amended, empowers municipalities to regulate the use of streets, avenues, alleys, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon, and provide for the lighting and sprinkling of the same.”

**WHEREAS**, *Utah Code Annotated* §10-8-84, 1953 as amended, grants municipalities broad authority to provide for safety and preserve health, and promote prosperity, improve morals, peace and good order, comfort, convenience, and for the protection of property;

**WHEREAS**, *Utah Code Annotated* §10-8-60, 1953 as amended, grants municipalities broad authority to declare what shall be a nuisance, abate the same, and to impose fines for such nuisances;

**WHEREAS**, the City is the “Highway Authority” under state law for certain roads within its jurisdiction;

**WHEREAS**, the City Council desires to update its Transportation Code;

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

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

**Section 2:** Re-enactment. Title 6 is hereby repealed and re-enacted to read as follows:

**Title 6  
Transportation**

**Chapters:**

**06.01 General Provisions**

**06.03 Traffic Control Regulations**

**06.05 Operational Restrictions**

**06.07 Winter Snow Removal**

- 06.09 Speed Limits**
- 06.11 Towing and Impoundment**
- 06.13 Stopping and Parking Regulations**
- 06.15 Pedestrians**
- 06.17 Penalties and Procedures**

## **Chapter 06.01 General Provisions**

### **Sections:**

- 06.01.010 Definitions.**
- 06.01.020 Highway Authority.**
- 06.01.030 Applicability.**
- 06.01.040 Traffic Control Devices.**
- 06.01.050 Motor Vehicle Code.**

### **06.01.010 Definitions.**

In addition to the definitions of the municipal code, this Chapter adopts the applicable definitions set forth in Title 72 and Title 41 of the Utah Code Annotated.

1. “Director” means the Director of the Public Works Department.
2. “Road” means any street, highway, alley, or other similar term identifying transportation along a right-of-way, whether dedicated or prescriptive. Depending on the context or state law, road may be limited to roads where the City is the highway authority, or all roads in the City.

### **06.01.020 Highway Authority and Administration.**

Harrisville City is the highway authority for all roads under its jurisdiction. This Title is administered by the Director and may require in collaboration with the Mayor, City Council, City Engineer, City Administrator, or any consultant employed by the City as the case may be.

### **06.01.030 Applicability.**

All vehicles using the roads in the City shall be subject to the provisions of this Title. This Title also applies to every person operating a transportation device, or utilizing an animal upon a roadway, except for those that by their nature have no application.

### **06.01.040 Traffic Control Devices.**

The Director, with the assistance of the City Engineer, shall install and maintain traffic control devices as necessary to carry out the provisions of this Title or otherwise regulate, warn, or guide traffic. All signs, markings, and other devices should generally conform to the Utah Manual on Uniform Traffic Control Devices as applied by the City.

### **06.01.050 State Motor Vehicle Code.**

The provisions of Title 41 and Title 76, Utah Code Annotated, as amended, are hereby adopted and incorporated herein by this reference City, except those that do not come within the jurisdiction of the classification of the City under state law, or the jurisdiction of the City's justice court.

### **Chapter 06.03 Traffic Control Regulations**

**Sections:**

- 06.03.010 Compliance with Traffic Control Devices.**
- 06.03.020 Unauthorized Signs or Devices Prohibited.**
- 06.03.030 Obstruction Prohibited.**
- 06.03.040 Crosswalks, Safety Zones, and Traffic Lanes.**
- 06.03.050 One-Way Roads.**
- 06.03.060 Size, Weight, and Route Restrictions.**
- 06.03.070 Truck Routes.**
- 06.03.080 Limited Access Roads.**
- 06.03.090 Dynamic Braking Devices.**

**06.03.010 Compliance with Traffic Control Devices.**

Subject to the exceptions granted drivers of authorized emergency vehicles, no person shall disobey the instructions of any applicable traffic control device placed in accordance with this Title unless otherwise directed by an appropriate law enforcement officer. Traffic control devices must be properly installed and maintained at the time and place of the alleged violation in order to be enforceable. Each traffic control device must be sufficiently legible to be visible and understood by a reasonable person.

**06.03.020 Unauthorized Signs and Devices Prohibited.**

The City Council finds that the accumulation of non-traffic signs or devices can distract drivers, cause accidents, injuries, and otherwise threaten public safety. All signs posted on the public right-of-way must be approved by the applicable highway authority or otherwise allowed by code. Any prohibited sign, signal, light, device, or marking is hereby declared to be a public nuisance and may be abated or removed without notice to the owner. No person shall place, maintain or display upon or in view of any road any unauthorized sign, signal, light, marking or other device:

1. That purports to be, imitates or resembles an official traffic control device, railroad sign or signal, or authorized emergency flashing light.
2. That attempts to direct the movement of traffic.
3. That hides from view or interferes with the effectiveness of any official traffic device or any railroad sign or signal.
4. That is of such brilliant illumination and so positioned as to be in danger of blinding or dazzling a driver on any adjacent road.
5. Is an unauthorized sign, signal, light, device, or marking.

**06.03.030 Obstruction Prohibited.**

1. Obstructions Generally. It is unlawful for persons owning or occupying property adjacent to any road to permit any tree, plant, shrub, sign, vehicle, fence, or other obstacle of any kind located on said property to block any traffic control device to the vision of oncoming motorists or to obscure the vision of oncoming traffic so as to constitute a traffic hazard. The Director may determine, upon investigation, that a traffic hazard exists and notify the owner or occupant to immediately remove the hazard or allow up to ten (10) days for removal depending upon the severity of the obstruction.
2. Repairs. It is unlawful to conduct any vehicle service or make repairs of any kind in any right-of-way or road, except in case of a bona fide emergency.
3. Mailbox Standards. The following standards applies for the location and type of mailboxes and/or newspaper boxes (“boxes”) on the public right-of-way:
  - a. Location and material type shall conform with the current standard regulations of the Department of Transportation and the U.S. Postal Service.
  - b. Location shall be reasonably set back from road to avoid being damaged by snow plows and other vehicles.
  - c. Relocation by road construction shall meet current standards and regulation.
  - d. Boxes which constitute a traffic hazard shall be removed or altered by the owner to conform to current standards and regulations, such removal or alteration shall be at the expense of the owner.
  - e. The owner is subject to all liability for placement, construction, and otherwise.
  - f. The City may notify the local postmaster of a violation of this part.

**06.03.040 Crosswalks, Safety Zones, and Traffic Lanes.**

The Director may designate and maintain, upon appropriate investigation where there is particular danger to pedestrians, any crosswalks along with the applicable devices, marks, or lines upon the surface of the road. The Director may also establish safety zones of such kind and character and at such places as deemed necessary for the protection of the public. The Director may designate traffic lanes on roads at places deemed advisable.

**06.03.050 One-Way Roads.**

Upon the consent of the Mayor and City Engineer, and upon consultation with the City Administrator and other consultants that may be employed by the City, the Director may designate and marks roads as one-way, requiring that all vehicles thereon move in one specific direction.

**06.03.060 Size, Weight, and Route Restrictions.**

The current vehicle size and weight standards as set forth in state code apply to City roads. The Director may upon designation and posting appropriate traffic control devices at each end of that portion of the road affected:

1. Prohibit the operation of vehicles upon any City road or impose restrictions as to the weight of vehicles thereon for a period of time for a road project, emergency, or otherwise.
2. Prohibit the operations of vehicles on any City road whenever such might be damaged by deterioration or climatic conditions.
3. Prohibit or limit the operation of trucks or commercial vehicles, including imposing weight limitations on certain roads and designating truck routes.
4. Review and issue travel permits on City roads to move a vehicle restricted for weight and size where a written application is submitted and good cause shown.

**06.03.070 Truck Routes.**

Subject to the appropriate traffic control device no commercial vehicle, semi-truck, or semi-trailer shall operate on all City roads, except where designated as a truck route or for local delivery within the City.

**06.03.080 Limited Access Roads.**

The Director upon approval of the Mayor, and with the consultation of the City Administrator and City Council, may designate and regulate limited-access roads and facilities. The Director may further prohibit or limit the use on limited access highway by pedestrians, animals, transportation devices, or traffic. A person operating a vehicle may not access, connect, enter, exit, or cross a limited-access road, except at designated points where access is permitted.

**06.03.090 Dynamic Braking Devices.**

It is unlawful for any person to operate any motor vehicle with a dynamic braking device engaged, except for the aversion of imminent danger within the City. A dynamic braking device includes jacob brake, engine brake, compression break, or other device used primarily on trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes.

**Chapter 06.05  
Operational Restrictions**

**Sections:**

**06.05.010 Operation Interference Prohibited.**

**06.05.020 Negligent Collision.**

**06.05.030 Transportation Devices.**

**06.05.010 Operation Interference Prohibited.**

No driver or other person shall engage in any conduct that interferes with the safe control and operation of a vehicle in motion.

**06.05.020 Negligent Collision.**

It is unlawful to operate a vehicle with such lack of due care as to cause the same to collide with any vehicle, person, or object.

**06.05.030 Transportation Devices.**

1. Permitted Devices. In addition to duly licensed and registered motorized vehicles authorized on the road surface, the following are classified as “transportation devices” permitted to be operated on the public right-of-way within the City:
  - a. Off-highway vehicle (OHV).
  - b. Golf cart.
  - c. Low-speed vehicle.
  - d. Motorized wheelchair.
  - e. Electric personal assistive mobility device.
  - f. Electric assisted or standard bicycle.
  - g. Motor assisted scooter.
2. Operation. The following applies to transportation devices:
  - a. The definitions and any regulations in state law apply to each specific transportation.
  - b. Operator must be of sufficient age to properly operate a transportation device, and comply with applicable traffic regulations.
  - c. Operation of a transportation device after dark requires adequate lighting.
  - d. Industry standards for the specific transportation device is the basis for proper operation and adequate lighting.
  - e. Operator assumes all risk and liability for operation of a transportation device.
  - f. Transportation devices not normally operated on the sidewalk shall not be operated on the sidewalk.

**Chapter 06.07  
Winter Snow Removal**

**Sections:**

- 06.07.010 Snow Removal on City Roads.**
- 06.07.020 Snow Removal on Sidewalks.**
- 06.07.030 Winter Parking Restrictions.**
- 06.07.040 Nuisance Vehicle.**
- 06.07.050 Interfering with Snow Removal.**

**06.07.010 Snow Removal on City Roads.**

The Director is responsible for snow removal on City roads. Snow removal from roads is prioritized in the following order:

1. Arterial roads.
2. Collector roads.
3. Residential roads.

**06.07.020 Snow Removal on Sidewalks and Private Property.**

1. Responsibility. It is the responsibility of the abutting property owner to remove snow from sidewalks and driveway approaches accessing the road within twenty-four (24) hours of the end of a snowstorm event.
2. Placement. Snow from private property shall remain on private property, including any sidewalk or driveway shall not:
  - a. Be placed on any road, travel lane, or in a manner that may create a hazardous condition.
  - b. Be pushed across the City road and deposited on the road side opposite the driveway, except by permit from the City.
  - c. Be pushed onto or placed on a City road. There is no public expectation that snow placed in the road will be removed or pushed aside by snow plows.

**06.07.030 Winter Parking Restrictions.**

In order to adequately remove snow on roads and to avoid property damage, as far as possible, no vehicle, trailer, or other object shall park on any road between the hours of midnight and 7:00 AM from November 1 until April 1 each year, or during a snowstorm event, including seventy-two (72) hours after such snowstorm event. Any such vehicle, trailer, or object so parked or placed, is hereby declared a public nuisance and is subject to immediate abatement.

**06.07.040 Nuisance Vehicle.**

Law enforcement is hereby authorized to abate any vehicle, trailer, or object in violation of this Chapter by moving, removing, causing to be removed, or impound the same.

**06.07.050 Interfering with Snow Removal.**

When a City official, employee, or contractor is engaged in snow removal on behalf of the City, it unlawful for any person to:

1. Communicate a threat to commit an assault or any violent felony towards the snow plow operator, or another, in the course of the snow plow operator's duties.
2. Interfere, harm, injure, damage, or destroy the snow plow operator or their equipment.
3. Remove a snow plow operator from their vehicle, or remove any part, component, bolt, or piece from any snow plow equipment unless authorized to do so by the City.
4. Place or maintain in place any obstruction, blockade, barrier, equipment, fence, object, item, or other change in, upon, or across the public right-of-way without first receiving written permission from the City.
5. Stand or place any item on or in front of a snow plow operator in the course of their duties.
6. Throw or otherwise propel snow or any other substance or object at a snow plow operator in the course of their duties.
7. Otherwise inhibit or attempt to inhibit the operation of a snow plow operator in the course of their duties.

## **Chapter 06.09 Speed Limits**

### **Sections:**

**06.09.010      Speed Limits Established.**

**06.09.020      Impeding Traffic.**

**06.09.010      Speed Limits Established.**

The Director may establish speed limits in accordance with Utah Code 41-6a-603, as amended.

**06.09.020      Impeding Traffic.**

No person shall operate a vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or because upon a grade or in compliance with law. The Director may determine and post a minimum speed limit on certain roads.

## **Chapter 06.11 Towing and Impoundment**

### **Sections:**

**06.11.010      Declaration of Nuisance Vehicle.**

**06.11.020      Towing Zones.**

**06.11.030      Procedure.**

**06.11.010      Declaration of Nuisance Vehicle.**

In accordance with Utah Code §10-8-60, as amended, any vehicle described below is hereby determined to be a public nuisance subject to immediate abatement by the City or law enforcement:

1. Any unattended vehicle stopped, stationed, or parked in violation of any of the provisions of this Title, or other law.
2. Any vehicle found upon the road with faulty or defective equipment.
3. Any vehicle left unattended upon any bridge or at any location in the City where such vehicle constitutes an obstruction, hazard, or blocks any access.
4. Any vehicle parked on a closed or restricted road.
5. Any vehicle parked in a road construction area where such vehicle constitutes an obstruction to the construction project.
6. Any disabled or inoperable vehicle on a road.
7. A vehicle the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal.
8. A vehicle on public property that is not designated for parking or parked in public parking area more than twenty-four (24) hours.

9. Any vehicle on the road or public property where the person or persons in charge of the vehicle are taken into custody by a law enforcement under such circumstances as would leave such vehicle unattended.
10. Any vehicle found parked in such a manner to constitute a fire hazard or an obstruction to firefighting apparatus, including marked or reasonably identifiable hydrants.
11. Any vehicle that met the circumstances set forth in Utah Code §41-1a-1101, as amended.

**06.11.020 Towing Zones.**

In accordance with Utah Code §41-6a-1406, the Director may establish towing zones on certain City roads where necessary.

**06.11.030 Procedure.**

The removal, towing, and/or impoundment of any vehicle, trailer, or object by the City, law enforcement, or towing agent shall be completed in accordance with the procedure of the applicable state law. Appeals may be made in accordance with the appeal procedure in the municipal code.

**Chapter 06.13  
Stopping and Parking**

**Sections:**

- 06.13.010 Traffic Control.**
- 06.13.020 Traffic Markings.**
- 06.13.030 Parking.**
- 06.13.040 Commercial Parking.**
- 06.13.050 Commercial Restrictions.**
- 06.13.060 Liability.**

**06.13.010 Traffic Control.**

The Director shall cause traffic control devices to be erected to regulate, warn, and guide all types of traffic on City roads.

**06.13.020 Traffic Markings.**

When appropriate traffic markings may be placed on the road or curb. Any person operating a vehicle shall comply with the appropriate traffic marking. Traffic markings are not required where signs are duly posted, unless required by applicable law. The Director is authorized to place and maintain appropriate traffic markings. Curb traffic markings apply as follows:

1. “Red” means no stopping, standing, or parking at any time.
2. “Yellow” means a restricted zone where stopping, standing, or parking are limited to certain times as designated.
3. “Blue” means parking for a person with a disability who has the proper display or license plate.
4. “White” means loading or unloading zone.

**06.13.030 Parking.**

The Director may place signs and/or markings on all City roads to prohibit or restrict stopping, standing, or parking. The Director may prohibit, restrict, or regulate the stopping, standing, or parking on any property the City owns or operates. The following are prohibited from parking on any road at any time:

1. Any recreational vehicle, boat, or trailer of any kind.
2. Any dump truck, heavy equipment, or other object of any kind, except use for on a bona fide utility project, road project, or development approved by the City.

**06.13.040 Commercial Parking.**

1. Commercial Vehicles. No commercial vehicle, semi-truck, semi-trailer, or storage container shall be allowed to be parked on any road for a period in excess of two (2) hours, except while actually loading or unloading.
2. Location. No commercial vehicle with a rated capacity of one and one-half (1½) tons or more, or in excess of eighteen thousand (18,000) pounds gross vehicle weight shall be parked on any road closer than thirty (30) feet to any driveway, unless it is the driveway being serviced.
3. Presumption. For the purposes of this Section a commercial vehicle is deemed parked, even when the motor is running, if the commercial vehicle is left unattended by the driver for more than fifteen (15) minutes, except when unloading or loading.

**06.13.050 Commercial Restrictions.**

It is unlawful to park any vehicle, trailer, or object of any kind on any road for the purpose of displaying it for sale or commercial advertising.

**06.13.060 Liability.**

Where any vehicle is illegally parked it constitutes a rebuttable presumption that the registered owner was in control of the vehicle at the time it was parked.

**Chapter 06.15  
Pedestrians**

**Sections:**

- 06.15.010 Driver Caution.**
- 06.15.020 Crosswalks.**
- 06.15.030 Right-of-Way.**
- 06.15.040 Standing Prohibited.**

**06.15.010 Driver Caution.**

Every driver of a vehicle shall exercise due care to avoid colliding with any pedestrian upon any road, shall give warning by sounding the horn when necessary, and shall exercise proper precaution upon observing any pedestrian, cyclist, or animal on any road.

**06.15.020 Crosswalks.**

Each intersection is considered a crosswalk regardless of whether marked or unmarked, or whether traffic control is in operation or not in operation. The driver of a vehicle shall yield the right-of-way, slow down, and/or stopping if necessary to permit any pedestrian to cross the road within a crosswalk. Pedestrians shall not suddenly leave a curb or other place of safety to walk or run into traffic where it is impossible for the driver to yield. If any vehicle is stopped at a crosswalk or intersection to permit a pedestrian to cross the road, the driver of any other vehicle approaching shall not overtake and pass the stopped vehicle on any side.

**06.15.030 Right-of-Way.**

Every pedestrian crossing a road at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall do so only if no crosswalk exists within a reasonable distance to the desired point of crossing. When so crossing, the pedestrian shall yield the right-of-way to all vehicles upon the roadway. Between intersections where traffic control signals are in operation, pedestrians shall not cross at any place except in a marked crosswalk.

**06.15.040 Stopping or Standing Prohibited.**

The Director may designate a pedestrian “Limited Access Area” to restrict or prohibit pedestrian traffic from stopping, standing, or loitering where public safety necessitates.

**Chapter 06.17  
Penalties and Procedures**

**Sections:**

**06.17.010 Violation Penalties.**

**06.17.020 Procedures.**

**06.17.010 Violation Penalties.**

Any violations of this Title where governed by state law shall be in accordance with the penalties prescribed by the applicable state law. All other violations of this Title shall be an “infraction” subject to a fine not to exceed \$1,000, or the applicable bail schedule as applied by the Court. The penalties and procedures in this Chapter do not apply to public officials in the course of their duties.

**06.17.020 Procedures.**

Any person who violates this Title may be issued a citation or information for the violation(s) subject to the procedure afforded by law and the applicable court.

**Section 3: 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 this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

**Section 4: Effective date.** This Ordinance take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**MICHELLE TAIT**, Mayor  
Harrisville City

Roll call vote is as follows:		
Mr. Jackson	Yes	No
Mr. Christensen	Yes	No
Mr. Weiss	Yes	No
Mr. Wilhelmsen	Yes	No
_____	Yes	No

**ATTEST:**

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

RECORDED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PUBLISHED OR POSTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**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) Harrisville Cabin and 3) 2150 North on the above referenced dates.

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

DATE: \_\_\_\_\_



## MEMORANDUM

JONES &  
ASSOCIATES CONSULTING ENGINEERS

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To: Jennie Knight, City Recorder  
From: Matt Robertson, City Engineer  
CC: Greg Timothy, Ivory Homes  
Date: November 5, 2020  
Subject: **Thoroughbred Crossing – Final Acceptance and Escrow Release**

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The referenced subdivision began construction in November 2016 and setup an escrow for improvements when the plat was recorded in July 2017. Most of the improvements were completed a couple of years ago, but conditional acceptance was not requested until October 2019. At that time, we inspected the subdivision and gave them several items to repair.

All items were completed except for repair of the storm water detention basin. The basin is functional now but needs to be cleaned out and re-graded. The City is planning to complete a future storm drain project in conjunction with the development across the street and eliminate this basin. Due to this, we have told the Developer that they will not need to complete this item. All other work has been completed in accordance with City standards and specifications.

We recommend final acceptance of the subdivision and recommend the release of the remaining funds in the escrow account. This amount is **\$81,387.89** and is shown on the attached Escrow Release form.

If you have any questions, please feel free to contact me.

# THOROUGHBRED CROSSING SUBDIVISION

Developer: Ivory Development  
978 Woodoak Lane  
Murray, Utah 84117



Improvements Total: \$781,378.94

**Total Escrow Amount: \$218,507.39**

Construction Initiation: 11/17/2016

Completion Deadline: 11/17/2018

## ESCROW RELEASE SUMMARY

Estimate #: 2 (Final)

Date: 11/5/2020

	PREVIOUS	THIS RELEASE	TO DATE
Gross Earnings (including materials)	\$137,119.50	\$81,387.89	\$218,507.39
Less Previous Releases	\$137,119.50	-	\$137,119.50
<b>Net Release (this estimate)</b>			<b>\$81,387.89</b>

Total Percentage Released: 100%

Approx. Completion Time Remaining (months): 0

### City Engineer Review and Recommendation

  
City Engineer - Jones & Associates

11/5/2020

Date

**THOROUGHbred CROSSING SUBDIVISION**

Developer: Ivory Development

Estimate #: 2

Date: 11/5/2020



ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
<b>SITE SCHEDULE &amp; MISC.</b>								
1	Street Sign	3	ea	\$500.00	ea	3 ea		\$1,500.00
2	Street Light	3	ea	\$3,500.00	ea	3 ea		\$10,500.00
3	Move power pole	1	ea	\$10,000.00	ea	1 ea		\$10,000.00
4	Fencing	1,540	lf	\$23.00	lf	1,540 lf		\$35,420.00
<b>STREET IMPROVEMENTS</b>								
5	4' Sidewalk	2,284	lf	\$18.00	lf	2,284 lf		\$41,112.00
6	ADA ramp	6	ea	\$350.00	ea	6 ea		\$2,100.00
7	Chip & seal coat	52,410	sf	\$0.25	sf	52,410 sf		\$13,102.50
8	Gravel Larsen Lane shoulder	695	ton	\$13.00	ton	695 ton		\$9,035.00
9	Furnish and install monuments	3	ea	\$500.00	ea	3 ea		\$1,500.00
<b>STORM DRAIN</b>								
10	Concrete collars	2	ea	\$500.00	ea	2 ea		\$1,000.00
11	Outlet control box	1	ls	\$3,250.00	1 ls	1 ls	\$3,250.00	\$3,250.00
<b>SANITARY SEWER</b>								
12	Concrete collars	6	ea	\$500.00	ea	6 ea		\$3,000.00
13	Clean and video entire main line	1	ls	\$200.00	ls	1 ls		\$200.00
<b>CULINARY WATER</b>								
14	Concrete collars	3	ea	\$350.00	ea	3 ea		\$1,050.00
<b>SECONDARY WATER</b>								
15	Concrete collars	3	ea	\$350.00	ea	3 ea		\$1,050.00
<b>IRRIGATION</b>								
16	Concrete collars	4	ea	\$500.00	ea	4 ea		\$2,000.00
<b>SWPPP</b>								
17	Maintain BMPs	1	ls	\$4,550.00	ls	1 ls		\$4,550.00
<b>GUARANTEE OF IMPROVEMENTS</b>								
18	10% CONTINGENCY	1	ls	\$78,137.89	1.00 ls	1.00 ls	\$78,137.89	\$78,137.89
<b>TOTALS=</b>							<b>\$81,387.89</b>	<b>\$218,507.39</b>
<b>AMOUNT OF REQUEST=</b>							<b>\$81,387.89</b>	<b>\$218,507.39</b>

# PERSONALIZED MENTAL WELLNESS PLATFORM

## *SERVICES OVERVIEW AND CONTRACT*

### PROPOSAL INFORMATION

<b>DATE:</b>	October 19, 2020
<b>PROPOSAL / CONTRACT TITLE:</b>	Previdence /Harrisville Police Department - Mental Wellness Program
<b>ORGANIZATION:</b>	Harrisville Police Department / Chief Mark Wilson
<b>PREPARED BY:</b>	Mark Kendell / Sara Allen
<b>PROPOSED CONTRACT TERM:</b>	January 1, 2021 – December 31, 2021

### OVERVIEW

In protecting the citizens of Harrisville, the Harrisville Police Department is in a heightened state of risk on a daily basis. This constant exposure to risk can result in stress-induced psychological strain and injuries, which can cause pain and disruption in an individual's personal and professional life. In recognition of these risks, Harrisville Police Department has created a Mental Wellness Program for the benefit of all personnel. A sample policy is included that can be implemented or used as a guide, if desired, as this type of initiative requires an effective structural support system to provide the best possible outcome of psychological well-being for the personnel of the Harrisville Police Department

Generally, department leadership wants the following four major objectives:

- Maintain all department team members at their peak performance
- Promote a "Physical and Mental Fitness System" – Wholeness
- Improve resiliency among all team members – "Hardening the Shield"
- Develop a culture of openness about physical and behavioral challenges

### PREVIDENCE APOLLO PLATFORM™

Previdence Apollo Platform™ is a Clinical Decision Support System (CDSS) that offers up-to-date, state-of-the-evidence; a modular automation platform that supports provider decision making; provides improved patient outcomes through evidence-based, real-time assessment, monitoring and management; and the reduction of administration, operation, technology and management costs.

Apollo provides a Health Information Technology (HIT) system and application for behavior health care managers, facilitators, in order to provide efficient, effective, accurate, and early identification of patient behavioral health risk, and to facilitate health care access, entry, management, treatment, case tracking, and continuity.

## THE PREVIDENCE ADVANTAGE

- Provides means to assess possible psychological strains in all personnel and their families. Those that need help are immediately identified so that treatment can be offered.
- Better morale within the entire organization. Individuals return to productive, normal, and happy personal and professional lives as quickly as possible.
- Higher productivity – minimize “*Absenteeism* and *Presenteeism*.”
- Maintains higher value of assets.
- Mitigates liabilities to the department, families, and community by providing means to generate safety plans to aid in lessening the danger presented by psychological strain and injuries.
- Generally, meets all federal and state data reporting requirements.
- Provide training to facilitate the learning of life skills that promote resiliency in handling traumatic career and life-events that department personnel and their families may experience.

## SCOPE

This agreement shall include the following:

- The use of all tools, resources, and online services provided in the Previdence Portal as outlined in the Previdence Online Subscriber Agreement, which is attached to this proposal.
- Annual and discretionary mental wellness assessments for all personnel and their families.
- Biannual lunch-n-learn training for all department heads (up to 2 hours).
- Quarterly mental wellness assessments for Specialty Teams (heightened stress level positions), and their families as requested.
- Mental wellness assessments for all personnel involved in an Officer Involved Critical Incident (OICI), including witnessing personnel and other responding personnel.

## CONTRACT TERM

The period of performance for this agreement shall be:

- First Year: 1 January 2021 – 31 December 2021
- Option Year 2: 1 January 2022 – 31 December 2022
- Option Year 3: 1 January 2023 – 31 December 2023

**TERMS OF PAYMENT**

Fifty percent of the contract amount is due and payable within 15 days of executing contract. Receipt of payment will activate the contract and initiate access to the system. Balance of contract shall be paid within 60 days of date of contract.

A reconciliation will be conducted quarterly to determine how many assessments were performed during the contract duration. If the number exceeds the original contract, the customer agrees to pay Previdence at the current contract per-assessment rate (\$135 for any additional tests over the initial contract quantity).

In addition, there may be additional charges for the following:

- Additional assessments required over 32 (25+4+3)
- Previdence Crisis Response Team
- Annual Conferences\*
- Fees for professional therapists and experts
- Requests for special projects or training above and beyond the scope of this contract work requested by Harrisville Police Department. \*

\*Pricing for these activities will be provided in advance of each activity and agreed to by both parties. Payment will be required within 15 days of invoicing.

If an employee is determined to be at risk and therapy services are needed, they will be referred to a therapist within the Previdence Professional Network. Costs associated with these services will be paid for by the individual's health insurance plan or private pay by the individual. The individual may also seek assistance from the Harrisville Police Department Employee Assistance Program (EAP); access their own mental health provider covered by the individual's health insurance plan; or access their own mental health provider and pay privately. Any employee accessing these services will be responsible for any insurance deductibles or co-pays. Any individual therapist will have permission to bill the patient's insurance for testing and services.

**PREVIDENCE CORPORATION**

**HARRISVILLE POLICE DEPARTMENT**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**PRICING**

The following table details the pricing for delivery of the services outlined in this proposal:

<b>Services Description</b>	<b>Retail Rate</b>	<b>Discount</b>	<b>Price After Discount</b>	<b>Estimated Quantity</b>	<b>Est. Annual Price</b>
<b>PERSONNEL ASSESSMENTS</b>					
Annual Assessments (each)*	\$180.00	25%	\$135.00	25	\$3,375.00
Additional Assessments	\$180.00	25%	\$135.00	TBD	TBD ***
<b>SPECIALTY TEAMS</b>					
Quarterly Assessments	\$180.00	25%	\$135.00	1 @ 4 / Year	\$540.00
<b>DEPARTMENT HEADS</b>					
2 Per Year / Lunch-n-Learns			\$200.00	2 x / Year	\$400.00
<b>CRITICAL INCIDENTS</b>					
Previdence Crisis Response Team			\$200/ Hour	TBD	TBD ***
<b>ALL FAMILY/AUXILIARY MEMBERS</b>					
Can be requested at any time	\$180.00	Up to 3 free	\$135.00	TBD	TBD ***
<b>CONSULTING AS REQUESTED</b>					
Previdence Professional Therapists and Experts	\$240.00 / Hr.	25%	\$180.00 / Hr.	Unknown	TBD***
<b>***Note: No one can accurately predict how many critical incidents or other events that will require Previdence services. Therefore, cost will vary based upon actual usage as outlined in the above pricing.</b>				<b>Total Estimated Base Cost</b> ***	<b>\$4,315.00</b>

\*The Previdence Assessment Panel is completed online, and each individuals' results are evaluated and scored by a licensed therapist. A letter is sent to each individual with their results and recommendations.

# SAMPLE POLICE DEPARTMENT

Office of the Chief



Policy No \_\_\_\_\_

Subject	Effective Date
<b>Police Wellness/Mental Health/Peer Support</b>	
Department	Replaces Policy Dated
<b>Sample Police Department (SPD)</b>	
Division	Review Date
<b>All Police Personnel</b>	
Authorized Signature	

## I. Overview

### A. Purpose:

1. The purpose of this policy is to give SAMPLE Police Department (SPD) personnel confidential aid in being resilient to the traumas and long-term exposure to the high stress environment that can result from their service in the SPD. The main objectives of this policy are to:

- a) *Maintain all personnel at their peak performance.*
- b) *Promote physical and mental fitness.*
- c) *Improve emotional and psychological resiliency.*
- d) *Develop a culture of wellness.*

### B. Description:

1. The Mental Wellness Program mentioned throughout this policy should be considered separate and distinct from other mental wellness programs.

2. The assessment or mental wellness assessment mentioned herein is an encrypted, confidential online assessment used to estimate an individual's mental healthcare status.

## II. Policy

### A. General:

1. SPD provides confidential mental wellness assessments, counseling, peer support services, and training in areas that may include, but are not limited to:
2. Family and marital issues
3. Mental health issues
4. Stress-related issues
5. Post-Traumatic Stress Disorder (PTSD)
6. Career and job-related issues
7. Grief concerns
8. Crisis intervention
9. Alcohol and/or chemical dependency
10. Assisting families of deceased police officers
11. Critical incidents
12. Line of duty deaths and traumas

### B. Mental Wellness Assessments: Assessments will be given to SPD personnel in the following circumstances:

1. Upon implementation of this policy.
2. Upon completion of new-hiring training.
3. Upon employee's date of hire anniversary.
4. Personnel involved in a officer involved critical incident, including all witnessing personnel. Other responding personnel may be offered an assessment if desired or directed to do so.
5. Any traumatic or stress-related incident at the discretion of a supervisor or peer support team member. SPD personnel may also elect themselves to be given an assessment at their own discretion. These incidents may include, but are not limited to:
  - a) *Death or serious injury of a coworker.*
  - b) *Crime, death, or accidents involving children.*
  - c) *Any event that would prompt a critical incident debriefing.*
  - d) *Any incident or bothersome call or circumstance, whether experienced on or off duty.*
  - e) *Unusual or high-profile events.*
6. Upon recommendation of a supervisor or peer support team member.
7. Any personnel of SPD or their immediate family can initiate participation in this mental wellness program at any time.
8. Quarterly assessments for personnel in high stress positions or situations, including but not limited to:
  - a) *Administrative leave.*
  - b) *Immediately following retirement and for as long as requested thereafter or a time otherwise determined by Peer Support in conjunction with the Police Chief.*

## SUBSCRIPTION AGREEMENT

This Previdence Subscription Agreement (“Agreement”) is a legal document that explains your rights and obligations as a subscriber of Previdence content and services from Previdence Corporation (“Previdence”). Please read it carefully.

This Subscription Agreement is between you individually (“you” or “your”) and Previdence Corporation (“Previdence”, “we”, “us”, or “our”). It consists of the terms and conditions below, as well as the Services Terms, the SLA’s (Service-Level Agreements), and the Offer Details for your subscription or renewal (together, the “Agreement”). It is effective on the date you sign this Agreement or with confirmation of your subscription or the date on which your subscription is renewed, as applicable.

### OVERVIEW

As part of these Services, Previdence will permit you to access and use the Services, including a browser interface, data-encryption, transmission, access, and storage. Your registration for, or use of, the Services shall be deemed to be your agreement to abide by this Agreement including any content available in the Previdence Portal incorporated by reference herein, including but not limited to the Previdence Privacy Policy and the Previdence Acceptable Use Policy. By registering for or using the service you acknowledge that you have read this agreement, understand, and agree to be bound by its terms and conditions. You also agree that this agreement is the complete and exclusive statement of agreement between you and Previdence concerning the subject matter hereof and supersedes all proposals or prior agreements, verbal or written, and any other communications between you and Previdence relating to the subject matter hereof. (The capitalized terms used in this agreement, in addition to those above, are defined in section [DEFINITIONS].)

### 1. CONTRACTING PARTY

- a. For any interaction with Previdence, your contractual relationship is with Previdence Corporation. Except as otherwise indicated at the time of the transactions, any transaction for subscriptions (as defined below) you make, the Content or Services are being made with Previdence Corporation.

### 2. SUBSCRIPTION: CONTENT AND SERVICES.

- a. **Access.** As a Subscriber you may obtain access to certain services, software, and content available to Subscribers. The Previdence client software suite and any other software, content, and updates you either download or access via Previdence, including but not

expressly permitted in this Agreement or the Services Terms. You may not allow multiple users to directly or indirectly access any Previdence services feature that is made available on a per-user basis.

- d. End Users.** You control access by End Users, and you are responsible for their use of the Product in accordance with this Agreement. For example, you will ensure End Users comply with the Acceptable Use Policy (<https://previdence.com/Legal/AcceptableUsePolicy>) and the Subscriber Code of Conduct (<https://previdence.com/Legal/Legal/CodeOfConduct>).
- e. Legal, Psychiatric, Psychological, or Medical Counsel and Advice.** These Services and Content are intended solely to provide general educational information about mental health and behavioral risk. These Services and Content are not intended to constitute legal or professional advice and should not be used or relied on as legal or professional advice. If legal, psychiatric, psychological, or medical advice is desired or needed, a licensed professional should be consulted.

#### 4. YOUR ACCOUNT

- a. Privacy & Security.** Previdence Privacy Policy may be viewed at <http://www.previdence.com/legal/privacypolicy>. Previdence reserves the right to modify its privacy policy in its reasonable discretion from time to time. Note that Previdence will occasionally need to notify all users of the Services about important operational events. It is your responsibility to ensure that your contact information is current so such notifications can take place.
- b. Your Customer Data.** You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Services to you without violating the rights of any third party or otherwise obligating Previdence to you or to any third party. Previdence does not and will not assume any obligations with respect to Customer Data or to your use of the Product other than as expressly set forth in this agreement or as required by applicable law. Previdence reserves the right to withhold, remove and/or discard Customer Data without notice to you for any breach, including, without limitation, your non-payment. Upon termination of this Agreement for cause, your right to access or use Customer Data immediately ceases, and Previdence shall have no obligation to retain, maintain, or forward to you copies of any Customer Data, unless otherwise required by law.
- c. Responsibility for Your Accounts.** You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Services. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the Services.
- d. Preview Releases.** We may make Previews available. Previews are provided “as-is,” “with all faults,” and “as-available,” and are excluded from the SLA’s and all limited warranties provided in this agreement. Previews may not be covered by customer

## 5. OWNERSHIP OF CONTENT AND SERVICES

**a. Intellectual Property Ownership.** You hereby agree that Previdence owns all right, title, and interest, including all related intellectual property rights, in and to the Previdence technologies, the Content, and the Service and any suggestions, ideas, enhancement request, feedback, recommendations, or other information provided by you or any other party relating to the Service. You agree that this Agreement is not a sale and does not convey to you any rights of ownership in, or related to, the Services, the Previdence technologies, or the intellectual property rights owned by Previdence including patent rights or trademark rights. The Previdence name, the Previdence logo, and the product names associated with the Services are trademarks of Previdence or third parties, and all rights associated with these trademarks are reserved by Previdence.

## 6. PURCHASING AND PAYMENT

- a. Payment Authorization.** When you provide payment information to Previdence or to one of its payment processors, you represent to Previdence that you are the authorized user of the card, PIN, key or account associated with that payment, and you authorize Previdence to charge your credit card or to process your payment with the chosen third-party payment processor for any Subscription or other fees incurred by you in the use of third-party services or software. Previdence may require you to provide your address or other information in order to meet their obligations under applicable tax law.
- b. Responsibility for Charges Associated with Your Account.** As the account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your account, including your family or friends. If you cancel your account, Previdence reserves the right to collect fees, surcharges or costs incurred before cancellation. Any delinquent or unpaid accounts must be settled before Previdence will allow you to register again.
- c. Available Subscription offers.** Previdence subscriptions can be categorized as one or a combination of the following:
- (i) Contract Offering or Subscription.** You commit in advance to purchase a specific quantity of Services for use during a term and to pay upfront or on a periodic basis in advance of use. With respect to Previdence services, additional or other usage (for example, usage beyond your commitment quantity) may be treated as a Pay-per-usage Offering. Committed quantities not used during the term will expire at the end of the term.
  - (ii) Pay-per-usage Offering (also called Pay-As-You-Go).** You pay based on actual usage in the preceding month with no upfront commitment. Payment is on a periodic basis in arrears.
  - (iii) Limited or Trial Offering.** You receive a limited quantity of services for a limited term without charge (for example, as a trial Subscription or free account) or as

(iii) For Pay-per-usage Offerings, your Subscription will renew automatically for additional one-month terms until you terminate the Subscription.

(iv) For Limited Offerings, renewal may not be permitted.

**g. Eligibility for Academic, Government and Nonprofit versions.** You agree that if you are purchasing an academic, government or nonprofit offer, you meet the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed on the Portal at [http://www.previdence.com/discount\\_eligibility](http://www.previdence.com/discount_eligibility)

(ii) For government offers, the requirements listed at [http://www.previdence.com/discount\\_eligibility](http://www.previdence.com/discount_eligibility); and

(iii) For nonprofit offers, the requirements listed at [http://www.previdence.com/discount\\_eligibility](http://www.previdence.com/discount_eligibility).

Previdence reserves the right to verify eligibility at any time and suspend the Service if the eligibility requirements are not met.

**h. Taxes.** Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and which we are permitted to collect from you under applicable law. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of Products to your Affiliates. We will be responsible for all taxes based on our net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on our property ownership.

If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided, however, that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You must ensure that any taxes withheld are minimized to the extent possible under applicable law.

## 7. TERM, TERMINATION, AND SUSPENSION.

**a. Agreement term.** This agreement will remain in effect until the expiration, termination, or renewal of your Subscription, whichever is earliest or according to the Contract.

**b. Subscription termination.** You may terminate a Subscription at any time during its Term; however, you must pay all amounts due and owing before the termination is effective.

(i) **One-Month Subscription.** A Subscription having a one-month Term may be terminated anytime without any cancellation fee.

warranties of merchantability, fitness for a particular purpose, or noninfringement. any warranty against infringement that may be provided in section 2-312 of the united states uniform commercial code and/or in any other comparable state statute is expressly disclaimed. also, there is no warranty of title, non-interference with your enjoyment, or authority in connection with Previdence, the Content and Services, the Subscriptions, or information available in connection therewith. Any warranty against infringement that may be provided in section 2-312 of the United States Uniform Commercial Code is expressly disclaimed.

- b. Limitation of Liability.** To the maximum extent permitted by applicable law, neither Previdence, its licensors, nor their affiliates, nor any of Previdence's service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use Previdence, your account, your subscriptions and the Content and Services including, but not limited to, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. In no event will Previdence be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, or any other damages arising out of or in any way connected with Previdence, the content and services, the Subscriptions, and any information available in connection therewith, or the delay or inability to use the Content and Services, subscriptions or any information, even in the event of Previdence's or its affiliates' fault, tort (including negligence), strict liability, or breach of Previdence's warranty and even if it has been advised of the possibility of such damages. These limitations and liability exclusions apply even if any remedy fails to provide adequate recompense.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, each of Previdence, its licensors, and its affiliates' liability shall be limited to the full extent permitted by law.

- c. Limitation of Liability.** To the maximum extent permitted by the laws applicable to these terms, this disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, labor dispute, communications line failure, theft or destruction or an authorized access to, alteration of, or use of a record, or act of god, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

To the extent permitted by laws applicable to these terms, in no event shall Previdence or any of its affiliates, agents or third-party information providers or licensors be liable for:

Any damages incurred by you or any third party including without limitation direct, indirect, incidental, special, consequential or punitive damages (including, without limitation, loss of your data, trading losses, economic loss or lost profits) arising out of

- b. License Subscription Transfers and Assignment.** You may not assign this agreement either in whole or in part or transfer license subscriptions without consent from Previdence.
- c. Consent to Partner Fees.** When you place an order, you may be given the opportunity to identify a "Partner of Record" associated with your subscriptions. By identifying a Partner of Record, directly or by authorizing a third party to do so, you consent to our paying fees to the Partner of Record. The fees are for pre-sales support and may also include post-sales support. The fees are based on, and increase with, the size of your order. Our prices for services are the same whether you identify a Partner of Record or not.
- d. Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- e. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- f. No Agency.** This agreement does not create an agency, partnership, or joint venture.
- g. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this agreement.
- h. Applicable Law and Venue.** This agreement is governed by Utah law, without regard to its conflict of laws principles, except that (i) if you are a United States Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. Any action to enforce this agreement must be brought in the State of Utah. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights.
- i. Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this Previdence Subscription Agreement, (2) the Services Terms, (3) the applicable offer details, and (4) any other documents in this agreement.
- j. Survival.** The terms in Sections 3.c., 3.d., 5, 6.b. and 8 will survive termination or expiration of this agreement.
- k. U.S. Export Jurisdiction.** The Products are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.
- l. Force Majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, internet service delays or outages, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section will not, however, apply to your payment obligations under this agreement.

- o.** “Product” means any Service (including any software).
- p.** “Non-Previdence Product” is defined in the Online Services Terms.
- q.** “Services” means any of the Previdence-hosted services to which you subscribe under this agreement.
- r.** “Services Terms” means the terms that apply to your use of the products available in the Previdence Mental Healthcare Platform. The Services Terms include terms governing your use of Products that are in addition to the terms in this agreement.
- s.** “SLA” means the Service-Level Agreement or commitments we make regarding delivery and/or performance of our Services.
- t.** “Subscription” means an enrollment for Services for a defined Term as specified by the subscription you purchase. You may purchase multiple Subscriptions, which may be administered separately, in which case will be governed by the terms of a separate Previdence Subscription Agreement.
- u.** “Term” means the duration of a Subscription (e.g., 30 days or 12 months).