



# HARRISVILLE CITY

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

## CITY COUNCIL MEETING AGENDA 363 West Independence Blvd February 9, 2016

MAYOR:

Bruce N. Richins

COUNCIL MEMBERS:

Jeffery Pearce  
Gary Robinson  
Jennifer Jensen  
Michael Murtha  
Ruth Pearce

"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: Jennifer Jensen**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE & OPENING CEREMONY** [Council Member Jeff Pearce]
3. **CONSENT ITEMS**
  - a. Approve the minutes of January 12, 2016 and January 26, 2016 as presented.
4. **BUSINESS ITEMS**
  - a. Discussion/possible action to approve 2016 Trenchless Sewer Repair Project. [Gene Bingham]
  - b. Discussion/possible action to approve Harrisville City Resolution 16-01: A resolution adopting the Strike Force Agreement. [Bill Morris]
  - c. Economic Development Discussion [Mayor Richins]
  - d. Discussion/possible action to approve disposal/sale of Surplus Equipment. [Bill Morris]
5. **PUBLIC COMMENTS - (3 minute maximum)**
6. **MAYOR/COUNCIL FOLLOW-UP:**
  - a. Youth City Council
  - b. 2016 ULCT Conference
7. **ADJOURN**

DATE POSTED: February 5, 2016

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, January 12, 2016 – 7:00 p.m.  
Council Chambers  
363 West Independence Blvd  
Harrisville, Utah 84404

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**Present:** Mayor Bruce Richins, Council Member Jeff Pearce, Council Member Jennifer Jensen, Council Member Gary Robinson, Council Member Ruth Pearce. [Council Member Michael Murtha was excused]

**Staff:** Bill Morris, City Administrator, Jennie Knight, City Recorder, Max Jackson, Police Chief, Lynn Fortie, Treasurer.

**Visitors:** Roger Shuman, Ann Richins, Tami Johnson, Lloyd Barker, Grover Wilhelmsen.

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

**1. Oaths of Office Administered and Call to Order.**

Mayor Richins welcomed all visitors and turned the time over to Jennie Knight to offer the oaths of office. Jennie Knight administered the oaths of office to Council Member Ruth Pearce and Council Member Gary Robinson.

**2. Opening Ceremony.**

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

**3. Consent Items.**

- a. Approve the minutes of December 8, 2015 as presented.

**MOTION: Council Member Jensen motioned to approve the minutes of December 8, 2015 as presented. Council Member Ruth Pearce seconded the motion. All Council Members voted aye. Motion passed.**

**4. Business Items.**

**a. Presentation of 2014-2015 Audit Report.**

Jeff Ambrose from Christensen, Palmer, & Ambrose introduced himself to discuss the 2015 audit report. He expressed his thanks to the staff members that assisted in providing information for the audit. He informed Council they did make one journal entry due to a significant change in required financial reporting regarding pensions. There is a new requirement under the GASB Summary of Statement #68. This mandates a report of net pension asset and liability towards employees be listed in the audit. He informed Council the Financial Statement has a clean opinion which is the highest ranking. The information is clearly stated and no audit adjustments were made. He gave an overview of the Management Discussion and Analysis. This is prepared by Lynn Fortie with year to year comparisons in summary form including pictorial graphs. The

Statement of Net Position highlights the cash of the city through the General Fund, Capital Projects, and the Business funds. The net position decreased this year due to the increasing liability listed out in the GASB 68 requirement.

The city has no debt through bonds or any other liability issues. The GASB 68 requirement shows what the city would owe to the retirement system if the city were to shut down. The Statement of Activities was reviewed. The Income Statement is typically derived from income subtracted from expense. Outlining this shows the net cost of what things cost to run the city. This also provides a way to show citizens what costs are directly involved in running a city.

The GASB 68 information was provided by the URS (Utah Retirement System). Both reports were clean.

The Balance Sheet for Governmental Funds was reviewed. Both the Capital Projects and General Fund are within the required limits set by the state. The Reconciliation Sheet shows the statement of revenue. Although tax revenue is down due to franchise taxes, fines and forfeitures increased.

The Enterprise Funds were reviewed. These include sewer, storm drain, garbage, and the motor pool. These capital intensive funds are allowed to maintain a higher limit so repairs can be made when necessary. This shows the city has been able to manage repairs and increased service without taking out debt.

Capital Asset activity was reviewed. The bulk of the activity in this account was from the construction to bring the city office building into ADA compliance. Additionally several vehicles, a dump truck, and back hoe were purchased.

He explained the section where information was provided due to the expanded note of the GASB requirement. Council Member Robinson asked if the city has a cap on employee vacation benefit. Mr. Ambrose said the audit does not require a cap but most city policies include one. Council Member Jensen replied there is an employee vacation cap of 160 hours. Mr. Ambrose explained that is where the required numbers would have derived from. Council Member Robinson asked if the retirement tiers have changed. Mr. Ambrose responded there are still two favorable tiers for the URS retirement program. The first tier is favorable but the second tier is still good. Mr. Ambrose said the pension schedules required by GASB 68 show a ten year trend. Since this is the first year of the requirement, this statement only shows one year.

The Operating statement of the general fund shows revenue came in higher giving a favorable review. No departments were over budget. Other reports including employee payroll and the net pension of the asset for URS were outlined.

The last requirement includes the yellow book letter showing compliance to the state laws. This is another clean opinion with no weaknesses on internal control measures. A management letter is including other findings not contained in the report. No changes in procedures are recommended and there are no disagreements.

Council Member Robinson asked what the recommendation for number of employees required when depositing city monies. Mr. Ambrose said they do recommend a check and balance but due to the size of Harrisville City it is not feasible to require more than one employee. He did mention he suggested the city recorder take all payments and provide proof of payment to the court clerk as an additional protection for the city. This is simply a suggestion, not a requirement.

Mayor Richins thanked Mr. Ambrose for his review of the audit.

**b. Discussion/possible action to approve Harrisville City Ordinance #477, an ordinance amending section 11.13.020 reducing the side yard setback in the commercial zone; severability; and providing an effective date.**

Bill Morris explained this ordinance has been recommended by planning commission. There is currently a 10 ft. setback requirement on the CP-2 zone when bordering CP-2 zone. This will be reduced to a zero setback requirement. He gave a history of the changes made in 2006 with regard to setback requirements. Council Member Jensen expressed concern with adjoining property owners. She asked if this will protect adjacent property. Bill Morris clarified this is only when bordering adjacent commercial property. There is still a 20 ft. setback when commercial borders residential. The original ordinance had a reduction from 20 ft to 10 ft when bordering residential but planning commission opted to leave the 20 ft setback requirement. He explained the zero setback requirement in commercial will allow for more room in the commercial zones. Council Member Jeff Pearce said this will allow buildings to be stacked together like downtown Ogden.

Council Member Ruth Pearce suggested the interior setback be more specific. Staff clarified this entire table is for the CP-2 zone. Mayor and Council gave a short discussion on the setback requirements. Bill Morris clarified this entire table is for the CP-2 zone; anything besides residential will be a zero setback.

**MOTION: Council Member Ruth Pearce motioned to approve Harrisville City Ordinance #477, an ordinance amending section 11.13.020 reducing the side yard setback in the commercial zone; severability; and providing an effective date. Council Member Robinson seconded the motion. A Roll Call vote was taken.**

<b>Council Member Ruth Pearce</b>	<b>Yes</b>
<b>Council Member Robinson</b>	<b>Yes</b>
<b>Council Member Jensen</b>	<b>Yes</b>
<b>Council Member Jeff Pearce</b>	<b>Yes</b>

**Motion passed 4-0.**

**c. Discussion/possible action on advice and consent to Mayor's appointments:**

**i. Appointment of Jennifer Jensen as Mayor Pro Tem.**

Mayor Richins said he is recommending appointment of Jennifer Jensen to serve as Mayor Pro Tem for a term of six months. He expressed his desire to rotate this responsibility along with the seating chart every six months.

**ii. Planning Commission Appointment**

Mayor Richins said he went through the applications for Planning Commission and is recommending reappointment of Roger Shuman as a planning commission alternate. He will help solidify the commission by bringing his 15 years worth of knowledge and experience.

**MOTION: Council Member Jeff Pearce motioned to ratify the Mayor's appointment of Jennifer Jensen as Mayor Pro Tem for a term of six months and Roger Shuman as Planning Commission alternate for a term of four years. Council Member Ruth Pearce seconded the motion. All Council Members voted aye. Motion passed.**

**d. Heritage Days Date Designation**

Mayor Richins said there is a need to designate the date for the Heritage Days celebration in 2016. Previous discussion left the option open for the new Council to decide. Council Member Jensen suggested moving the date back to the first weekend in August. Mayor and Council gave discussion on past conflicts, how many people will attend, and whether or not to have a full day of activities. Previous discussions offered the option of opening the Farmer's Market on Thursday, running the 5K on Friday night, and having activities and fireworks on Saturday. They gave discussion about the attendance last year and the fact that an unexpected heat wave defeated the purpose of moving the date towards June.

**MOTION: Council Member Jeff Pearce motioned to designate August 6<sup>th</sup> for Heritage Days 2016. Council Member Jensen seconded the motion. All Council Members voted aye. Motion passed.**

**e. Discussion/possible action to adopt 2016 Meeting Schedule.**

Council Member Robinson asked if Council Members have been assigned to attend other meetings. Mayor Richins said that practice is no longer in place.

**MOTION: Council Member Jensen motioned to adopt the 2016 Meeting Schedule as presented. Council Member Ruth Pearce seconded the motion. All Council Members voted aye. Motion passed.**

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

No public comments were offered.

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

Mayor Richins wanted to follow-up on the possibility of installing cameras in the cabin. He reported they are beginning the process to collect cost information.

Council Member Jeff Pearce asked for an update on the library improvements in North Ogden. Mayor Richins said they are moving forward with the architectural drawings on the \$5 million bond. He will keep Council apprised of any information he is given.

Bill Morris informed Council of the training session that will be held in place of the regularly scheduled Council meeting on January 26, 2016. This will include team building activities, the annual training, and department introductions. Spouses are invited and a light dinner will be served.

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 Jeff Pearce motioned to adjourn the public meeting to enter into a Closed Executive Session. Council Member Robinson seconded the motion. A Roll Call vote was taken.**

<b>Council Member Ruth Pearce</b>	<b>Yes</b>
<b>Council Member Robinson</b>	<b>Yes</b>
<b>Council Member Jensen</b>	<b>Yes</b>
<b>Council Member Jeff Pearce</b>	<b>Yes</b>

**Motion passed 4-0.**

Mayor and Council convened into a closed executive session.

**MOTION: Council Member Jeff Pearce motioned to close the Closed Executive Session and reopen the public meeting. Council Member Ruth Pearce seconded the motion. A Roll Call vote was taken.**

<b>Council Member Ruth Pearce</b>	<b>Yes</b>
<b>Council Member Robinson</b>	<b>Yes</b>
<b>Council Member Jensen</b>	<b>Yes</b>
<b>Council Member Jeff Pearce</b>	<b>Yes</b>

**Motion passed 4-0.**

**8. Adjourn.**

Mayor Richins motioned to adjourn at 8:19pm.

**ATTEST:**

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**BRUCE RICHINS**

Mayor

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**JENNIE KNIGHT**

City Recorder

Approved this 9<sup>th</sup> day of February, 2016

**MINUTES OF HARRISVILLE CITY**  
CITY COUNCIL/ PLANNING COMMISSION TRAINING  
Tuesday, January 26, 2016 – 6:00p.m.  
Marriott-Slaterville City Hall  
1644 W. 400 N.  
Marriott-Slaterville, UT 84404

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**Present:** Mayor Bruce Richins, Council Member Jeff Pearce, Council Member Gary Robinson, Council Member Michael Murtha, Council Member Ruth Pearce. [Council Member Jennifer Jensen was excused]

**Plan. Com:** Steve Weiss, Kevin Jensen, Brenda Nelson, Roger Shuman, Blair Christensen, Chad Holbrook, Pat Young, Bill Smith.

**Staff:** Bill Morris, City Administrator, Gene Bingham, Public Works Director, Bryan Fife, Recreation Director, Max Jackson, Police Chief, Jennie Knight, City Recorder, Shanna Edwards, Planning Commission Secretary.

**Visitors:** Ann Richins, Kathy Robinson, Bob Young, Jill Bingham, Janet Jackson, Bridgette Fife, Lynette Jensen, Tom Hanson.

**1. Call to Order.**

Mayor Richins called the meeting to order and welcomed all visitors. He asked everyone to introduce themselves and their spouse. He then introduced Tom Hanson, the facilitator of the Four Lenses Training.

**2. Four Lenses Training**

Tom Hanson conducted the Four Lenses Training.

**3. Annual Training. Open Meetings, Ethics and Rules of Procedure, & Non-Discrimination Training**

Bill Morris reviewed the open meetings act, ethics and rules of procedure and the non-discrimination training items.

Council Member Robinson asked if during a public meeting after comments are made is it allowable for a Council Member to address why they are voting a specific way. Bill Morris responded Council Members are welcome to give explanation as to why they are voting a specific way during a vote and cited a specific incident where this was done. Bill Morris also informed Council and Planning Commissioners the presentations are available for review in depth if they prefer. This is the first training held since some of these requirements were put into place in 2011.

**4. Department Introductions**

**A. Public Works**

Gene Bingham gave a brief overview of the Public Works department. He reviewed the designated duties of each public works employee. He encouraged any members of

Council or Planning Commission to reach out to him with any questions or concerns at anytime.

### **B. Parks & Recreation**

Bryan Fife gave a brief overview of the Parks and Recreation Department duties and responsibilities.

### **C. Administration**

Bill Morris gave a brief overview of the Administration Department duties and responsibilities.

### **D. Police**

Max Jackson gave a brief overview of the duties and responsibilities of the police department.

Council Member Robinson asked whether there are specific drug training programs for parents. Chief Jackson said they do have presentations that talk about the effects and what to look for when dealing with drugs. He explained a brief history of the department and their ability to meet the needs of the community. Bob Young said “Weber in the inner city” gives a great presentation on how to address needs. This information is very beneficial and can be used to address these severe drug issues in our areas.

Max Jackson explained the local RADS program that is available and said Officer Ungard is trained to present this program. He also informed Council the city contributes monetarily to the strike force because we do not have the man power to supply a full time employee.

## **5. General Plan Discussion**

Bill Morris explained that the general plan has expired and it is time to adopt another. He gave his history with planning and development which includes multiple years of experience. He reviewed the state code that governs the general plan requirements explaining that Planning Commission is the gate keeper of the general plan. He said there has been some debate on whether to hire an outside consultant or handle this in house. If Council decides to hire an outside consultant they will still work very closely with staff to make appropriate changes that benefit the city. He also has experience with working with a third party. Once the direction to take has been determined we will hold several public hearings to present ideas to the public. First, we will take public feedback to create a draft proposal which will be presented at another public hearing. Final comments will be considered to present a final draft in conjunction with a final public hearing for adoption. The main city goal this year will be to adopt a new general plan.

## **6. Council Assignments**

Mayor Richins assigned each Council Member their responsibilities for the 2016 year.

Council Member Jeff Pearce	Mosquito Abatement, Chairman of Heritage Days
Council Member Murtha	Co-chair Heritage Days, Continuing Economic Development
Council Member Jensen	Heritage Days
Council Member Ruth Pearce	Farmer’s Market, Community garden, Heritage Days
Council Member Robinson	Emergency Preparedness, CERT, Heritage Days
Mayor Richins	WACOG, Bona Vista, Central Weber Sewer

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

No public comments were offered.

**8. Mayor/Council Follow-up:**

Mayor Richins expressed his appreciation for the department head and their overviews of the responsibilities they oversee. He feels the staff is a well oiled machine. He has learned a lot throughout the last two years. He appreciates the hard working staff and spouses support.

Mayor informed Council that reservations have been made at the Comfort Inn for April 6-8<sup>th</sup> in St. George for any who plan to attend the ULCT conference. The agenda is not out yet but we made hotel reservations to ensure the government rate was available.

**9. Adjourn**

Mayor Richins motioned to adjourn at 9:09pm.

**ATTEST:**

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**BRUCE RICHINS**  
Mayor

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**JENNIE KNIGHT**

City Recorder

Approved this 9<sup>th</sup> day of February, 2016



# HARRISVILLE CITY

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

MAYOR:

Bruce N. Richins

COUNCIL MEMBERS:

Jeffery Pearce  
Gary Robinson  
Jennifer Jensen  
Michael Murtha  
Ruth Pearce

February 1, 2016

Re: 2016 Trenchless Sewer Repair Project:

Dear Mayor and City Council,

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. This ensures the City's system is cleaned and monitored to reduce the possibility of sewer backups or failures.

It also helps the City monitor activity damage and disturbances as well as **natural system deterioration**.

In reviewing the sanitary sewer internal inspections, notes and records as well as monitoring are kept as to the different problems and stages of a line, then reviewed by the Public Works Department and City Engineer to determine a rectifying course of action. A portion of the system primarily located on Pennsylvania Avenue between Highway #89 and 150 West has come to a point where the corrosive deterioration should be repaired.

Fortunately technology has advanced whereas in applicable cases such as this, the system can be repaired through a trenchless technology sometimes referred to as "slip Lining". As before mentioned, funds are also budgeted as part of the general operations and maintenance and **main line repair and replacement**.

As per the City Engineer's memo dated January 18<sup>th</sup>, 2016, it is recommended to approve the bid to Insituform Technologies LLC. If there are any questions or I can be of further assistance please feel free to call me at 801-940-6715 or e-mail [gbingham@cityofharrisville.com](mailto:gbingham@cityofharrisville.com).

Thank You,

Gene Bingham  
Public Works Director  
City of Harrisville



CONSULTING ENGINEERS

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**MEMORANDUM**

TO: Harrisville City Mayor and Council

FROM: Matthew E. Hartvigsen, P.E. *Matthew E. Hartvigsen*  
Harrisville City Engineer

RE: **2016 TRENCHLESS SEWER REPAIR PROJECT**

Date: January 18, 2016

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Bids were opened January 7, 2016 at 2:00pm for the 2016 TRENCHLESS SEWER REPAIR PROJECT. Five (5) bids were received. The results of the bidding are shown on the enclosed Summary of Proposals Received. We have checked the bids and found no errors in the bids received.

We have reviewed all bids and recommend that the council award the work to **INSITUFORM TECHNOLOGIES, LLC**, based upon their experience in doing similar work, their good references and their low bid of **\$78,009.50** – see attached Summary of Proposals Received.

If the Council agrees with this recommendation, please pass a motion accepting the bid and awarding the project to INSITUFORM TECHNOLOGIES, LLC with their bid of \$78,009.50. Please sign the Contract Agreements and the Notices of Award and return them to our office. We will deliver the documents to the contractor for their signature. In addition to the signed Notice of Award and Contract Agreement, the Contractor is also responsible to submit the following within 10 days:

1. Performance Bond
2. Payment Bond
3. Insurance Certificates

When these documents have been received, we will schedule a Preconstruction Conference. At this conference we will issue a Notice to Proceed and discuss the construction details with the contractor prior to beginning the work. The contractor has until **April 30, 2016** to complete the work.

## NOTICE OF AWARD

TO: **INSITUFORM TECHNOLOGIES, LLC**  
**17988 Edison Avenue**  
**Chesterfield, MO 63005**

PROJECT DESCRIPTION: **2016 TRENCHLESS SEWER REPAIR PROJECT**

The owner has considered the bid submitted by you for the above-described work in response to its Notice Inviting Bids dated **January 7, 2016** and information for Bidders.

You are hereby notified that your bid has been accepted for construction of the work in the amount of: **\$78,009.50**

You are required under the terms of the Notice Inviting Bids and the Information for Bidders to execute the Contract Agreement and furnish the required bonds and certificates of insurance within 10 calendar days from the date of this Notice to you. If you fail to execute said Agreement and furnish bonds and certificates of insurance within 10 days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance to your bid to be abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of **January, 2016**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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### ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged

BY: **INSITUFORM TECHNOLOGIES, LLC**

This \_\_\_\_\_ day of **January, 2016**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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# CONTRACT AGREEMENT

This contract made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016 between **HARRISVILLE CITY CORPORATION**, hereinafter called the OWNER and **INSITUFORM TECHNOLOGIES, LLC**, hereinafter called the CONTRACTOR.

## Part I--Statement of Work

CONTRACTOR shall furnish all materials, equipment and personnel necessary to construct the **2016 TRENCHLESS SEWER REPAIR PROJECT** ("WORK"). The WORK shall be accomplished in accordance with the Plans, Technical Specifications, General Conditions and Special Conditions ("SPECIFICATIONS") prepared by JONES AND ASSOCIATES, Consulting Engineers ("ENGINEER").

SPECIFICATIONS are incorporated herein by reference.

## Part II--Period of Performance

The CONTRACTOR shall complete all work under this contract on or before **April 30, 2016**.

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the time specified above, plus any approved extensions as outlined in the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$ 1,000.00 per day for each day that expires after the completion time** specified in this agreement until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$ 1,000.00 for each day that expires after the contract completion time** for completion and readiness for final payment until the Work is completed and ready for final payment.

## Part III- Consideration

For and in consideration of the performance of this contract, the CONTRACTOR shall be paid: **\$ 78,009.50**  
**(Unit price contract-- Contract Price to be adjusted based on actual quantity of the work)**

## Part IV--Special Provisions

- A. Wage Rate--N/A.
- B. Terms and Conditions
- (1) All provisions of the General Conditions of the Contract, **EJCDC Document C-700** shall be applicable to this contract except as may be modified by the joint written consent of owner and contractor.
  - (2) CONTRACTOR shall deliver to the OWNER required Bonds and Certificates of Insurance naming the OWNER, **HARRISVILLE CITY CORPORATION, and it's elected and appointed officials, employees, volunteers, agents, and others working on behalf of the OWNER** as additional insured.
  - (3) Indemnification: CONTRACTOR at its own expense, agrees to protect, indemnify, pay on behalf of, defend and hold harmless the OWNER, it's elected and appointed officials, employees and volunteers and their agents from all claims, demands, judgments, expenses, and all other damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to this Project under this contract, by the CONTRACTOR, contractor's agents, employees, subcontractors, or suppliers in the performance and execution of this contract as outlined in Section 6.2 of the General Conditions.
  - (4) Utah Code Annotated Section 63G-12-302 (3) states: "Beginning July 1, 2009, a public employer may not enter into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State."

**Owner:**  
HARRISVILLE CITY  
363 W. Independence Ave.  
HARRISVILLE, Utah 84403

**Contractor:**  
INSITUFORM TECHNOLOGIES, LLC  
17988 Edison Avenue  
Chesterfield, MO 63005

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

**BID OPENING**

DATE: January 7, 2016  
 TIME: 2:00 pm  
 PLACE: Jones & Associates

**SUMMARY OF PROPOSAL'S RECEIVED**

Client: Harrisville City Corporation  
 Project: 2015-2016 Trenchless Sewer Repair Project



		~ 1 ~ INSITUFORM TECHNOLOGIES, LLC.				~ 2 ~ C&L WATER SOLUTIONS, INC.		~ 3 ~ PIPELINE INSPECTION SERVICES, INC.		~ 4 ~ VAL KOTTER & SONS, INC.	
ITEM	DESCRIPTION	QUA.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1	L.S.	\$5,000.00	\$5,000.00	\$3,135.00	\$3,135.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00
2	Pre-construction CCTV inspection and cleaning of sewer main.	2210	I.f.	\$2.20	\$4,862.00	\$1.30	\$2,873.00	\$2.50	\$5,525.00	\$1.25	\$2,762.50
3	Trenchless repair of 8" diameter sewer main.	2,210	I.f.	\$29.00	\$64,090.00	\$31.50	\$69,615.00	\$36.00	\$79,560.00	\$62.00	\$137,020.00
4	Service lateral reconnections on 8" diameter sewer main.	30	ea	\$80.00	\$2,400.00	\$100.00	\$3,000.00	\$125.00	\$3,750.00	\$200.00	\$6,000.00
5	Post-construction CCTV inspection.	2,210	I.f.	\$0.75	\$1,657.50	\$0.80	\$1,768.00	\$1.25	\$2,762.50	\$0.65	\$1,436.50
<b>TOTAL (Items 1-17)</b>				<b>\$78,009.50</b>		<b>\$80,391.00</b>		<b>\$99,097.50</b>		<b>\$149,219.00</b>	

Project Engineer Matthew E. Hartvigsen

Date 1/18/2016

Bidder                      Total Bid  
 ~ 4 ~ SUPERIOR GUNITE                      \$182,695.40

**HARRISVILLE CITY  
RESOLUTION 16-01**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, ENTERING AN  
INTERLOCAL AGREEMENT BETWEEN HARRISVILLE CITY AND  
PARTICIPATING ENTITIES AUTHORIZING AND GOVERNING THE WEBER  
-MORGAN NARCOTICS STRIKE FORCE.**

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

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

**WHEREAS**, Harrisville City (hereafter “City”) desires to continue its participation in the Weber-Morgan Narcotics Strike Force (hereafter “Strike Force”) and the participating entities have negotiated the attached Interlocal Agreement (hereafter “Agreement”) as set forth in Exhibit “A” and incorporated herein by this reference;

**WHEREAS**, the City and the participating entities find the Agreement mutually beneficial;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Harrisville City that the Agreement for the Weber-Morgan Narcotics Strike Force attached hereto as Exhibit “A” and incorporated herein by this reference is hereby approved. The City Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the City.

PASSED AND APPROVED by the Harrisville City Council this 9TH day of FEBRUARY, 2016.

_____	ROLL CALL VOTE:	Yes	No
BRUCE RICHINS,			
Mayor	Council Member J. Pearce	___	___
	Council Member Robinson	___	___
ATTEST:	Council Member Jensen	___	___
	Council Member Murtha	___	___
	Council Member R. Pearce	___	___
_____			
JENNIE KNIGHT,			
City Recorder			

## THE STRIKE FORCE INTERLOCAL AGREEMENT

This is an agreement by and among the undersigned parties creating an Inter-local Law Enforcement Narcotic and Gang Strike Force.

This Agreement is made and executed by and among the following undersigned jurisdictions: Ogden, Weber County as law enforcement provider for all contract cities and unincorporated areas of Weber County, Roy, South Ogden, North Ogden, Riverdale, Pleasant View, Harrisville, Morgan County, Weber State University, Utah Highway Patrol and Utah Adult Probation & Parole.

### RATIONALE FOR ESTABLISHING STRIKE FORCE

**WHEREAS**, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Inter-local Cooperation Act, authorizes public agencies to enter joint agreements for the promotion of police protection; and

**WHEREAS**, all of the parties hereto are public agencies as defined by the Inter-local Cooperation Act; and

**WHEREAS**, all of the parties hereto have experienced within their jurisdictions a continuing problem of the production, manufacture, trade and use of illegal controlled substances; and

**WHEREAS**, the effective investigation and prosecution of sales, use and manufacturing of controlled substances requires specialized personnel, able to investigate on a regional basis and in a cooperative arrangement;

**NOW THEREFORE**, the parties do mutually agree, pursuant to the terms and provisions of the Inter-local Cooperation Act, as follows:

### SECTION ONE RATIFICATION AND MISSION STATEMENT

- 1.1\_ The creation of the Weber/Morgan Narcotics Strike Force and the Ogden Metro Gang Task Force (both units hereinafter "Strike Force") is hereby ratified as a separate legal administrative entity created by the participants pursuant to the Inter-local Cooperation Act for the purpose of investigating and prosecuting the illegal importation, manufacture, use and sale of controlled substances and the investigation of criminal gang organizations and gang crime, as specified in the N.U.C.A.T. Memorandum of Understanding (M.O.U.), under state, federal and local laws within the Weber/Morgan area as provided herein.

## SECTION TWO GOVERNING BOARDS

- 2.1 The Strike Force shall utilize an Executive Board in its administration and governance. The Executive Board is vested with voting authority to govern and regulate the Strike Force.

### 2.1.1 Executive Board

The Executive Board of the Strike Force is comprised of members that have acquired voting status. The Board will select at its first meeting during a calendar year, a Chair and a Vice-Chair for the purpose of conducting the business of the Board. Any reference in this Agreement to an action by vote shall be referred to as a vote of the entire Executive Board.

- A. The Executive Board voting members shall be made up of a representative from each jurisdiction that provides at least one full time law enforcement officer to the Strike Force. The Weber County Attorney will be the primary advisor to the Executive Board. Law Enforcement leaders from the Weber Morgan Consortium may participate in discussions with a non-voting status.
- B. The duties of the Executive Board shall be to:
- a. Govern the activities of the Strike Force generally;
  - b. Adopt by-laws or rules for regulating the activities of the Strike Force;
  - c. Select a Strike Force Unit Commander;
  - d. Make and execute contracts or agreements necessary for the performance of its duties and the exercise of its powers under the Inter-local Cooperation Act;
  - e. Own, lease, operate, maintain, repair any equipment or facility useful in carrying out the purposes of the Strike Force;
  - f. Receive property, grants, gifts, supplies, materials, contributions, forfeitures, and any benefit derived therefrom for the provision of law enforcement services as provided by this Agreement and in accordance with state and federal law;
  - g. Conduct financial audits as deemed necessary with the Weber County Auditor or Auditors Committee overseeing

- and ensuring that at least one audit per year is performed with an additional audit done upon completion of any Unit Commander's term;
  - h. Issue an annual report of the preceding year's activities to the participants and public;
  - i. Conduct program evaluation;
  - j. Appoint supervisors and staff as needed;
  - k. Establish operating policy as needed;
  - l. Coordinate training as appropriate;
  - m. Provide insurance as specified in this Agreement and
  - n. Determine city contribution assessments designated in 6.3.
- C. Meetings. The Executive Board shall have no less than two meetings per calendar year; for the purpose of fulfilling their duties as specified in this Agreement. Any Chief or Sheriff of any law enforcement agency within Weber and Morgan Counties is welcome to participate and provide input in any discussion presented at an Executive Board Meeting.

### SECTION THREE STRIKE FORCE ADMINISTRATION

- 3.1 The Strike Force shall primarily investigate crimes related to controlled substances and investigate Criminal Gang Organizations and Gang Crime. The Strike Force will notify individual jurisdictions of all crimes discovered in their geographic boundaries, provided, such notification may be delayed if, in the discretion of the Strike Force Unit Commander, notification will hinder a current Strike Force investigation.
- 3.1.1 The Strike Force shall be headed by a Unit Commander.
- a. The Unit Commander shall be a Certified Law Enforcement Officer selected by the Executive Board to serve as the daily administrator;
  - b. The Unit Commander shall be in charge of directing the Strike Force activities subject to approval of the Executive Board;
  - c. The Unit Commander shall be responsible for the administrative activity of the Strike Force, including maintaining financial records and reporting as required by the Executive Board.
  - d. The Unit Commander shall also be responsible for directing the activities of the Strike Force.
  - e. The parties agree and understand that the Ogden Metro Gang Task Force, a division of the Strike Force, receives certain benefits such as overtime pay and vehicles from the FBI, and that such assistance is conditioned upon the Gang Task Force's compliance with the mission set forth in the

NUCAT MOU. Therefore, the Strike Force Unit Commander will ensure that activities of the unit are consistent with that mission.

- f. Issue an annual report of the preceding year's activities to the participants.
- g. Seek federal and state grant money as may be available.
- h. Submit an annual fiscal year budget to the Executive Board every August.
- i. Submit a review of the previous fiscal year's grant fund expenditures to the Executive Board.
- j. The Strike Force Unit Commander shall perform such other duties as required by the Executive Board.

3.1.2 All agents of the Strike Force shall be Certified Peace Officers as defined by Utah laws.

#### SECTION FOUR SCOPE OF JURISDICTION

- 4.1 All of the participants acknowledge the territorial jurisdiction of the Strike to be that of Weber and Morgan counties. The signatories hereto expressly consent to the investigations conducted by the Strike Force within their respective geographical boundaries provided that Strike Force investigators not from the jurisdiction in which an investigation is conducted shall not be considered agents of that jurisdiction nor shall such jurisdiction assume any liability for the actions of the Strike Force except as provided in Section Seven.
- 4.2 Participating jurisdictions may refer any controlled substance investigations within their jurisdiction to the Strike Force. In order to maintain a complete county-wide database, all agencies will route drug case information to the Strike Force. The Strike Force may decline any case for cause.

#### SECTION FIVE SEIZURES AND FORFEITURES

- 5.1 All seizures and forfeitures of property, funds, vehicles, etc., effected for violations of the Controlled Substances Act may be referred to the Strike Force for follow-up and forfeiture proceedings in accordance with and pursuant to State and Federal laws.

**SECTION SIX  
STRIKE FORCE FUNDING**

- 6.1 Except as provided at the sole discretion of the Strike Force, each participant hereto shall absorb all costs associated with their participation. In the event a city contributes manpower on alternating years, the manpower will serve as their contribution only during the years the manpower is with the Strike Force. During the time an entity does not contribute manpower, they must pay the assessments as provided by the Executive Board.
- 6.2 The Executive Board will provide for an operating fund for general costs incurred not directly attributable to any participant herein. The Executive Board will determine if the upcoming year's assessment needs to be changed from the previous year's assessment. In an annual budget meeting the Executive Board shall review the budget and expenses of the past year; review a proposed budget for the coming fiscal year prepared by the Strike Force Unit Commander; and approve or modify the proposed budget.
- 6.3 The Strike Force Commander will submit assessments in the first two weeks of July of each year to the participants who do not provide at least one FTE to the Strike Force for that coming year.
  - 6.3.1 Assessments shall be paid within 30 days of receipt, unless other arrangements are made with the approval of the Executive Board.
- 6.4 The Executive Board shall provide the needed office space for the Strike Force. The Executive Board may acquire other facilities as needed.

**SECTION SEVEN  
INSURANCE AND PARTICIPATING MEMBER LIABILITY**

The Strike Force shall procure and keep in force a General Liability and Directors' and Officers' Liability Policy with limits prescribed by the Executive Board for the purpose of defending and indemnifying its officers and participating agencies. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled. Each participant shall indemnify its own officers for any claim of liability arising while participating in the Strike Force for amounts exceeding Strike Force liability policy limits.

**SECTION EIGHT  
STRIKE FORCE DURATION AND DISSOLUTION**

- 8.1 This Agreement shall be in effect for an indefinite period of time not to exceed 50 years, provided, however, that:

- 8.1.1 Any party may withdraw at the end of the fiscal year upon 30 days written notice to the Executive Board.
- 8.1.2 The Executive Board may terminate this Agreement upon a majority vote of the total membership of the Executive Board.
  - A. Upon withdrawal of any party or termination of this agreement the withdrawing party shall retain that property which it allowed to be used by the Strike Force. Upon termination of this agreement, any property obtained in common shall be sold and the proceeds divided among the current members in proportion to their most recent annual contribution.
  - B. Upon termination of this entire agreement, all total available funds shall be distributed among the current members in proportion to their most recent annual contribution.
- 8.1.3 Other jurisdictions, not an original party to this Agreement, may join with approval of the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as thought appropriate by the Executive Board.

## SECTION NINE STRIKE FORCE POLICY AND PROCEDURES

- 9.1 All participants hereto agree that their personnel working in or with the Strike Force shall follow Strike Force policy and procedures in the case of conflict with their own policy and procedure. If no Strike Force policy or procedure applies, each officer shall be bound by his own department's policies while acting for the Strike Force.
- 9.2 The Strike Force shall have no authority to discipline an officer except that the Unit Commander may suspend an officer from the Strike Force and make recommendations to the Executive Board and responsible department. Removal of an officer, if the officer is the only officer contributed for the current year by a particular department, shall cause the participant to lose voting status unless another officer is contributed to the Strike Force within 15 days.

SECTION TEN  
MISCELLANEOUS

10.1 Warranties of Participants

Each Participant hereby represents and warrants that:

- (i) it is a public agency or public entity within the meaning of the Act and the Inter-local Act; and
- (ii) it is duly authorized to execute and deliver this Inter-local Agreement; and
- (iii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Inter-local Agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

10.2 Documents on File

Executed copies of this Inter-local Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Inter-local Agreement.

10.3 Amendment

This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and upon meeting all other applicable requirements of the Inter-local Act.

10.4 Effective Date

This Inter-local Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by each of the Participants which shall include the approval as to form by each participant's respective Attorney.

10.5 Laws of Utah

It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

10.7 Severability of Provisions.

If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.

10.8 Captions and Headings

The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

10.9 Broad Construction

It is the intention of the Participants that this joint and cooperative undertaking contemplated in this Agreement be broadly construed to include all actions, undertakings and objectives permitted or contemplated by the provision of the Inter local Agreement Act, and any other applicable law, insofar as such provisions relate to fostering and protecting public health. The provisions of this Agreement shall be construed as broadly as necessary to accomplish the purposes and objectives set forth herein and pursuant to State law.

10.10 Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.



# HARRISVILLE CITY

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

MAYOR:

Bruce N. Richins

COUNCIL MEMBERS:

Jeffery Pearce  
Gary Robinson  
Jennifer Jensen  
Michael Murtha  
Ruth Pearce

Staff Memo

RE: Surplus Equipment

From: All Departments

To: Mayor and Council:

The following items are listed to be approved as surplus for sale/disposal.

1. Approximately 75 metal frame poles:

These 1"x 1" metal frame poles were custom built by Public Works about 15 years ago and is unlikely that they could be used for anything other than that. These frames stand about 8ft tall and bolt up to be 10ft x 10ft square sections that were used for Heritage Days booths from about 2002-2005 when we purchased the new booths that we still currently use. The metal frames are time consuming to assemble, and have been stored and not used in over 10 years. We would like to surplus this metal and take to the scrap yard. Money received to be submitted to Pam.

2. 36ft x 60 ft light canvas:

This material was custom stitched to put over the 10ft X 10ft sections for Heritage Days booths described above. When this material was used for Heritage Days, the booths under the material became very hot and humid to the point where vendors would actually move their booth items outside of the booth to get fresh air flow. This material has been stored and not used for over 10 years. City employees would like to purchase this material from the city.

3. Reebok Incline Trainer X5

4. Bow Flex Ultimate 2 All-in-One Gym