



HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.harrisvillecity.gov

MAYOR:
Roger Shuman

COUNCIL MEMBERS:
Grover Wilhelmsen
Blair Christensen
Karen Fawcett
Jason Hadley
Greg Montgomery

CITY COUNCIL AGENDA

April 14th, 2026

[Zoom Meeting Link](#)

Meeting ID: 880 8788 5329

Passcode: 987564

7:00 PM City Council Meeting

Presiding: Mayor Roger Shuman

Mayor Pro Tem: Jason Hadley

1. **Call to Order** [Mayor Shuman]
2. **Opening**
 - a. Pledge of Allegiance [Council Member Wilhelmsen]
3. **Public Comment** – (3 Minute Maximum)
4. **Consent Items**
 - a. Approval of meeting minutes for March 10, 2026 and March 31, 2026.
5. **Acknowledgment**
6. **Business Item**
 - a. YCC Presentation. [Riley Menford, Sadie Greenhalgh, Ben Powell, Rex]
 - b. Risk Assessment. [Jill Hunt]
 - c. Discussion/possible action to approve legal services agreement. [Jennie Knight]
 - d. Discussion/possible action to surplus police vehicle/equipment. [Mark Wilson]
 - e. Discussion/possible action to adopt Resolution 26-04; Trees Resolution. [Kevin Wilbur]
 - f. Discussion/possible action to approve Sidewalk GIS programming. [West Hoskins]
 - g. Discussion/possible action to adopt Resolution 26-06; MCI metro Franchise Agreement. [Jennie Knight]
 - h. Discussion/possible action to adopt Resolution 26-07; Forged Fiber Franchise Agreement. [Jennie Knight]
 - i. Discussion/possible action to adopt Resolution 26-08; Policies update. [Jill Hunt]
 - j. City Reservations Discussion. [Bryan Fife]
7. **Mayor/Council/Staff Follow-up**
8. **Closed Executive Session** – A Closed Executive Session for the purposes described under UCA § 52-4-205(1)(c); strategy session to discuss pending or reasonable imminent litigation.
9. **Adjournment**

The foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website harrisvillecity.gov, 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. In accordance with the Americans with Disabilities Act, the City of Harrisville will make reasonable accommodations for participation in the meeting. Requests for assistance may be made by contacting the City Recorder at (801) 782-4100, at least three working days before the meeting.

Posted: By: Jack Fogal, City Recorder.

**MINUTES
HARRISVILLE CITY COUNCIL
March 10, 2026
363 West Independence Blvd
Harrisville, UT 84404**

Minutes of a regular Harrisville City Council meeting held on March 10th, 2026 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

Present: Mayor Roger Shuman, Council Member Blair Christensen, Council Member Jason Hadley, Council Member Grover Wilhelmsen, Council Member Karen Fawcett, Council Member Greg Montgomery.

Excused: Bryan Fife, Public Works Parks and Recreation Director,

Staff: Jennie Knight, City Administrator, Jack Fogal, City Recorder, Brody Flint, City Attorney, Jill Hunt, City Treasurer, Mark Wilson, Chief of Police, Assistant Chief of Police Nick Taylor,

Visitors: Marcus Keller, Brandon Green, Sam Elder, Kevin Karras, Mike Dalpias, Gayle Dalpias, Jordan Kuemmel, Marvin Farrell, Aaron Wade.

1. Call to Order.

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

2. Opening Ceremony.

Council Member Hadley opened with the Pledge of Allegiance.

3. Public Comment

Mayor Shuman opened the public comment period.

Kevin Karras commented on the decision in November for the \$620,000 for the sally port and perimeter fence. The interest rate at only 3-4% over 20-plus years will make the total cost for that decision over \$1,000,000. This decision puts future residents and Councils on the hook. The fence is redundant if a sally port is in place. A police officer at a station with a weapon is secure. It has been stated that it is cheaper to build now than in the future. That is not true. When staff asks for an add alternate, please include the total cost including interest.

Mayor Shuman closed the public comment period.

4. Consent Items

a. Approval of Meeting Minutes for February 10, 2026 Council Minutes.

Council Member Montgomery stated he sent Jack Fogal some grammar changes for the minutes. There are two items that need to be addressed before Council. They are textual changes. On page 3 during the discussion on West Harrisville Rd Matt Robertson made a statement about the road being under service level C. Council Member Montgomery stated he questioned whether a context sensitive design was considered. He asked that both of those changes be added to the minutes.

Motion: Council Member Montgomery made a motion to approve the meeting minutes for February 10, 2026 with changes, second by Council Member Hadley.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

b. Quarterly Budget Audit and Financial Review.

Jill Hunt stated she will be conducting and reporting quarterly on our budget audit. Our goal is to catch and fix any errors before our final audit and budget. Part of the audit process is making sure we are adhering to our checks and balances. This audit focused on our accounts payable. We went through the process step by step to ensure it is done correctly. She provided some graphs with funds expended and remaining funds. Council Member Montgomery questioned the length of time for this review. Jill Hunt stated this review covers to the end of February. Council Member Montgomery inquired if staff is concerned about the franchise tax from Enbridge. People have been using less gas this winter. Jill Hunt reported we receive revenue regularly from the franchise tax usually month to month. Mayor Shuman inquired how close are we to getting a number for 4-Mile Special Service District for billing. Jill Hunt stated the bills will start going out next month. We bill them for the months that the service is used.

5. Business Items.

a. Public Hearing – Public Hearing for Resolution 26-01; Providing for the creation of Lomond Heights Public Infrastructure District.

Brandon Green with Flagship Homes stated they are seeking to establish a public infrastructure district in the Lomond Heights Subdivision. They currently have several homes under construction. The purpose of the infrastructure district is to have the infrastructure in the development paid for by the new residents. This includes sewer, water, storm drain, lights, trails, and open space. They have been working closely with city staff and engineering to make sure the development is proceeding appropriately. The purpose is to pay for infrastructure in the development. It is an additional tax on residents within that development only. Residents are made aware of the PID before buying the home.

Motion: Council Member Wilhelmsen motioned to open the public hearing for Resolution 26-01; Providing for the creation of Lomond Heights Public Infrastructure District, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

Jordan Kuemmel , a resident of North Ogden, stated he is a concerned citizen. He is concerned about the \$20,000,000. He questioned if that is the cap for funding, what studies have been conducted to show the funding is necessary, and what is the turnover point for the board of the PID.

Kevin Karras has similar thoughts. Infrastructure is going to go in regardless. He questioned allowing a developer to levy a property tax on residents. The board sets that tax and they are made up entirely of people picked by the developer. There are a lot of documents thrown in front of people while buying a home.

Motion: Council Member Fawcett motioned to close the public hearing for Resolution 26-01; Providing for the creation of Lomond Heights Infrastructure District, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

b. Discussion/possible action to adopt Resolution 26-01; Providing for the creation of Lomond Heights Infrastructure District.

Council Member Montgomery appreciates that information provided by Brandon Green. He provided a map and asked if this is the approved map. He inquired specifically about the excluded development area. Jennie Knight stated this area has been listed as an excluded development area on the map due to floodplain issues. Council Member Montgomery inquired about calculations regarding parks. If the excluded area becomes a park, does it count toward the required park space. Brandon Green stated this space could become a public park that would have to be dedicated to a public entity. Council Member Montgomery inquired about the other parks and amenities. Brandon Green stated there will be other parks maintained by the HOA. The 8 or 9 acres of parks does not include that property. Council Member Montgomery inquired if the excluded area is in the FEMA floodplain. Brandon Green stated it is within a FEMA floodplain. We looked at that and decided it does not make sense to develop. Council Member Montgomery inquired one way or another; it is going to be open space. Brandon Green stated the PID would affect amenities in that area. Council Member Fawcett inquired when you purchased the development were you planning on a PID. Brandon Green stated the original developer was working towards a PID. That was in the original plan. Council Member Christensen questioned what amenities would be provided if a PID was granted. Brandon Green stated the 9-acre park would be developed, more trails, cameras at parks, and pickleball courts. Council Member Christensen inquired how quickly would you be able to build out without the PID. Brandon Green stated it would be slower without the PID. If we limit it to phases it would be much slower. We are getting ready to finish the main road by the beginning of the summer in phase 2D. We will have to slow down development without the PID. Council Member Montgomery questioned what does the citizen of Harrisville gain by approving a PID. Marcus

Keller reported property tax is a sensitive subject. This project is probably the only PID that makes sense in the city. He provided a sheet with evaluations from the units in the development to sell at. This project would bring in approximately \$184,000,000 in taxable value. This is a 26% increase in taxable value in the city. This equates to approximately \$282,000 in property tax revenue annually. This is increasing the size of the pie to hopefully drive down the total tax levy down. If retail commercial is brought in as well it will benefit the city. Council Member Montgomery asked if they could explain how the board transitions. Aaron Wade with Gilmore Bell the Bond Council for the PID explained PIDs are required to transition from the developer to registered voters. The governing document lists milestones for transition at 50%, 75%, and 90%. The request has been adjusted to just 1 PID instead of 2. The initial board terms are 6 years and 4 years. If milestones have been met the residents would vote to fill the new seats. The goal is to buildout and let the residents fill the board positions. Mayor Shuman inquired about the commercial element in the PID. Aaron Wade stated it would apply to the commercial as well. This project is mostly residential so the board members would need to be filled by residents. Council Member Wilhelmsen inquired about the comparison made last month about the home value outgaining the PID tax rate. Marcus Keller stated the home will always sell at market price. A lot of the times the market price is not the sticker price. The home will sell for what a person can afford to pay. When someone sells in 5 years historically based on averages regardless of the PID more equity is raised vs waiting. It has been historically better to buy the home sooner than wait. Council Member Wilhelmsen is concerned about the PID fee, HOA fee, and mortgage. He questioned how it is balanced in comparison to the market. How is the transition going to go switching from developer run to resident run. Marcus Keller stated he likes the idea in governing document. Once the 90% buildout is done the developer has no say. If the residents want to refinance the bond to lower payments they can. Council Member Hadley inquired why not do 1 2-year term and 2 4-year term. The developer would still have control but shorter terms. Sam Elder with D.A. Davidson stated the idea of the board transition time frame is the standard in the state for PIDs. The intent is for the developer to maintain control while building out the project. Most of the bonds have a 5-year call protection. The board cannot refinance until after that call period. There is a maximum tax rate of 5 mills for the PID. The proposed plan is \$7,000,000-\$8,000,000 not the \$20,000,000 max. They asked for that amount for flexibility. There is a lot of risk to the bond holder. Once the project is built out it becomes similar to a mini city. It is more credit worthy with 600 built out homes with property owners. The payments can be lowered through refinancing due to the increase in credit worthiness. Council Member Montgomery inquired has a line item by line-item breakdown been provided. Sam Elder stated yes there have been studies done with breakdowns. The estimate was approximately \$6,000,000. Council Member Montgomery stated the 5 mills is slightly less than the Weber School District tax rate. Would it be more beneficial to lower the mil levy. Sam Elder stated we looked at other rates and this is the amount that the market can bear. State law allows for up to 15 mills. A home owner could not bear that. Council Member Hadley stated if we are going to be significantly less than \$20,000,000 why not lower the cap. Sam Elder stated market studies have not been completed yet. Their current studies show they would need \$6,000,000. This could increase based on those studies. Council Member Hadley inquired is the \$20,000,000 a hard cap. Sam Elder stated that is the hard cap. If they need more, they would need to come back to the city. Council Member Hadley questioned if there is a cap on the interest rate of the bonds. Sam Elder stated in the governing document it does not have a limit but it could be outlined a rate with basis points. The range of the bond is roughly 6.25%. Council Member Wilhelmsen asked how the open areas relate to the city. He questioned who will take care of it, what will go into these amenities, and will the public have access to the amenities. Brandon Green stated the 8 or 9 acres will be open space regardless. The goal is to provide amenities to the city. We would need to have some discussion with the city to decide what would go into that

park. If the PID is granted they can do items like pickleball courts. He does not know what the cost for those items would be at this point. Council Member Wilhelmsen stated we need amenities to keep residents in the city. An open field can be a wetland area with no development at all. Sam Elder stated if you have to layer in an additional tax you will need to point to something. You will need to prove to the homeowner looking to buy that the cost of the PID provides value. The dollars are going to be applied to approved projects in the governing documents. The goal of PIDs is to create better master plan communities. They were created for large developments that need large parks and amenities. Mayor Shuman inquired about PID 2 on the map. Sam Elder stated we originally asked for 2 PIDs. This was to assist with future refinancing of the bonds. Some might be hesitant to refinance the bond for 600 homes but be more willing to do that for 300 homes. Council Member Christensen inquired if the PID is granted you will build out the 9-acre park. Sam Elder stated any of these improvements will need to meet your building standards. Mayor Shuman inquired about the wetlands area in the development. Brandon Green stated they keep hearing people want connectivity. They have a rough proposal for pickleball courts, a walking path, bathrooms, playground equipment. The benefit to the PID is they can build these faster. This will be an amenity that will be installed before most of the residents have moved into the development. Due to the size and scope of the development a PID would be beneficial to the project. Mayor Shuman stated he was envisioning a field with cattails and weeds. Brandon Green stated if the PID is granted they would do more for the park. If the PID is not granted they would not be able to do as much. Council Member Montgomery inquired would we even need to accept the park. Sam Elder stated they would have to meet city standards. The purpose of the PID is not to maintain infrastructure. Council Member Montgomery inquired so if we approve the PID we are approving a park in that location. Sam Elder stated no it would still need approval from the city. Council Member Wilhelmsen inquired will we have issues with wetlands in this area if it's turned into a park. Brandon Green stated it is a FEMA floodplain. This area is not historically wet unless it's raining. Council Member Wilhelmsen inquired is this a retention pond. Brandon Green stated no it is not a retention pond. Council Member Montgomery inquired about a development being worked on by Nelson Homes between Plain City and Farr West, and if it is a PID. Sam Elder stated that development is not a PID. We analyzed if the project would benefit from a PID, but private funding was sufficient. Mayor Shuman stated let's bring this back to the discussion for this development. Council Member Fawcett inquired is there a reason not to accept the park. Council Member Montgomery stated there are two things relevant to this. The first is are we going to be obligated to accept this park and two is whether this location is best serves the residents of the city. We would need to factor in distance to other facilities. Council Member Fawcett questioned within the context of this discussion is it relevant to look at that. This will have over 600 homes they will need recreation areas. Mayor Shuman stated there are some benefits to the PID. From the city's perspective it is a benefit to bring in houses quicker. There are some negatives as well. Residents in the development will have a slightly higher property tax rate. We do need to keep in mind the developer is taking on a lot of risk. By proposing a 5 mil levy they are not getting out scot-free. The benefit Marcus Keller discussed with being able to purchase a home sooner. Council Member Fawcett stated she has been mulling the positives and negatives of the PID. This is a hard balance. She feels for this particular it may be the right thing to do. Council Member Montgomery sees this as a discussion of long-term vs short-term. This can be an accelerant to make development happen quicker. Will this benefit us in the short term and hurt us in the long term. He is not sure. He is concerned about new residents paying double taxes. They will pay the PID fee plus impact fees on the home. The city has already given some benefits like smaller road widths and park renovations for higher density. He questioned if this is an undue burden on the residents.

Motion: Council Member Montgomery made a motion to deny Resolution 26-01; Providing for the creation of Lomond Heights Infrastructure District. The motion failed for lack of a second

Motion: Council Member Wilhelmsen made a motion to adopt Resolution 26-01; Providing for the creation of Lomond Heights Infrastructure District, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, No
Council Member Montgomery, No

The motion passed 3-2.

c. Discussion/possible action to adopt Resolution 26-02; A resolution approving an interlocal agreement with Weber County for animal control services.

Jennie Knight explained the interlocal agreement was included in the packet. The current contract with the county expired a while ago. This contract does not include the bond which we are under obligation to pay. Mayor Shuman inquired about the bond. Jennie Knight stated this contract is for services not the bond related to the animal control facility. Council Member Hadley inquired about concerns brought up during past meetings. Jennie Knight stated she requested the data from the county and they did not provide it. Staff gathered the data they could about animal control. We pulled dispatch calls from 2022-2025. Weber County animal control responded to 494 calls during that time frame. 37 were after hours calls and 32 weekend calls. The Harrisville Police Department responded to 255 calls, 112 were after hours and 99 weekend calls. Our police department is responding to most after hour and weekend calls. The new contract covers business hours not after hours or weekends, unless deemed as an emergency. Our code enforcement officer has been working in the role since April of 2025. He has 18 to 20 calls he is working on. The least number of hours per animal complaint is 5 hours. He currently has a case that is over 10 hours. Animal control services does not include code enforcement hours. Council Member Montgomery inquired about the cost. Jennie Knight stated animal control services cost approximately \$22,000 a year. Mayor Shuman stated it is based on residents and call volume. Council Member Fawcett stated she had a case after hours and she was unable to get animal control to respond. Our police department responded and took care of it. Council Member Wilhelmsen summarized the county does not have the staff or facilities to take care of the calls. Jennie Knight stated they have the facility but not the staffing. She is pleased to see business hours listed in the contract. Our numbers are showing they are responding to calls within business hours. Council Member Hadley stated by his calculations we are doing approximately 30% of the calls. Jennie Knight stated she does not have the percentages in front of her. We are taking care of most of the after hour and weekend calls. Council Member Wilhelmsen stated we are performing a service ourselves and paying them to do it as well. Mayor Shuman stated the difficult part is if we do not approve this what will we do to take those other calls. Council Member Hadley questioned can we renegotiate with the county. Can we bill them back for calls answered. Council Member Fawcett stated it is difficult because the county is under cost constraints as well. Council Member Hadley inquired is the

cost set for the full 5-year contract or does it fluctuate year-to-year. Jennie Knight stated it fluctuates year-to-year. Mayor Shuman stated he has a meeting with the county commissioners; he can bring it up during that meeting if Council would like. Council Member Hadley inquired how soon does this need to be passed. Jennie Knight stated it has been expired for years. Council Member Wilhelmsen inquired what does the department do with the animals. Chief Wilson reported the officer takes the animal to the shelter. Mayor Shuman inquired are we under obligation to pay for the bond. Brody Flint stated you are not under an obligation to pay it but there is a process if we are no longer going to utilize those services. Council Member Hadley stated he does not see a pressing need to enter into this agreement. He questioned if we can go year-to-year until we can decide what we want to do. It's better to be in a contract we can walk away from. Council Member Fawcett inquired how would we fulfill this service. Council Member Hadley stated we could look at providing this service ourselves. Brody Flint stated the county bond expires in 2029. They want to keep cities involved with their services. Mayor Shuman stated he can inquire with county commissioners to see if they will come present information during Council Meeting.

Motion: Council Member Hadley made a motion to table Resolution 26-02; a resolution approving an interlocal agreement with Weber County for animal control services, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

d. Discussion/possible action to adopt Resolution 26-03; approving signers for Bank of Utah and seized assets savings account.

Jill Hunt stated we need a resolution for Bank of Utah. There will be 3 signers who are Jill Hunt, Jackie VanMeeteren, and Jennie Knight. This is correcting titles for the signers. It also adds the new seized assets savings account for the police department.

Motion: Council Member Hadley motioned to adopt Resolution 26-03; approving signers for Bank of Utah and seized assets savings account, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

e. Discussion/possible action to approve City Hall/Public Safety building perimeter fence.

Jennie Knight reminded Council this item was tabled during the February Council Meeting. We have gotten costs for alternate fencing options. The first option is a black vinyl chain link fence the total is \$15,085. The second option is a 6 ft tall quantum fence style in black composite wood. It is similar to a vinyl fencing. The total for that is \$17,970. The original proposal is the concrete fence discussed last month. Council Member Fawcett inquired about the cost for that fence. Council Member Hadley inquired is this over the original \$620,000 approved in November. Jennie Knight stated this is in place of the precast fence. The front gate will stay the same to match public works. Council Member Wilhelmsen inquired will these fences still provide the necessary security and privacy. Jennie Knight stated the chain link fence has barbed wire on the top. Council Member Fawcett stated the slats in the chain link fence are smaller in our area due to the wind. She inquired would the composite fence have maintenance issues in the wind as well. Chief Wilson stated we would probably have some issues. Mayor Shuman asked for clarification about the original cost of the perimeter fence. The sally port was added which came in cheaper than planned. The original bid did not have the fence. The estimate last month was \$82,000 for the concrete fence. We would use the savings from the sally port to help cover this amount bringing it to \$47,000. If we do one of these options, are we under the originally approved cost. Jennie Knight stated it could be. There is not enough savings in the sally port to cover the south portion of the fence, gate and north portion of the fence. Mayor Shuman inquired does the \$17,000 cost cover the fence by the gate or just the north portion. Jennie Knight stated it only covers the north portion. Council Member Hadley inquired about the cost of the gate. Jennie Knight stated she does not have the cost breakdown for the gate. She has the combined cost. Mayor Shuman stated he would guess the gate is at least \$35,000. Council Member Fawcett stated we need to have safety of the public and officers as number 1. Chain link does not always hold up. The slats blow out and need to be replaced. The vinyl would be a perpetual cost to maintain. Mayor Shuman inquired do other facilities have fenced in areas as well. He questioned where North Ogden's is. Assistant Chief Taylor stated it is on the south side of their building by the sally port. Council Member Fawcett stated she does not believe the sally port eliminates the need for a fence. Council Member Montgomery inquired how far back the fence would go and what would be included in the fenced in area. Jennie Knight stated right now we have matched the fence to the parking lot and Public Works fence. Mayor Shuman inquired will there be a gate between the Public Works building and the new building. Jennie Knight stated if it is fenced in there would be no gate. If there is no fence we would need a gate. Council Member Montgomery stated he knows a fence is needed. It's a balance of function and cost. Could we put trees or landscaping in front of the fence to deter people from climbing the fence. Jennie Knight stated she does not have numbers for that right now. It would be an increased cost. Council Member Christensen inquired if this fence is the metal like the front of the public works. Jennie Knight stated this is concrete to match the north side fence for Public Works. Mayor Shuman inquired about the height of the Public Works building fence. Jennie Knight stated Public Works is 5ft this is 6ft. Council Member Wilhelmsen inquired is 6ft enough of a deterrent. Chief Wilson stated if someone wants to, they will figure it out no matter what. Council Member Wilhelmsen stated he feels if we are going to build the fence let's build it right the first time. Council Member Christensen inquired about the cost difference between the concrete and chain link. Jennie Knight stated the concrete fence is \$35,000, the chain link is \$15,000, the composite is \$17,000.

Motion: Council Member Christensen motioned to approve City Hall/Public Safety building perimeter fence with concrete fence, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

f. Discussion/possible action to approve change order for City Hall/Public Safety building exterior cladding.

Jennie Knight explained this came to our attention during our last OAC meeting. The manufacturer let the contractor know the cost for exterior cladding increased. The cost increase is \$30,972.48. Staff is recommending this money be pulled from the contingency that was already set aside for the project. Council Member Hadley inquired what is the material for the exterior of the building. Jennie Knight stated it is called Petrarch panels which is similar to the Public Works building. The are lightweight cement panels. The warranty for them is 50 years. Mayor Shuman inquired who covers the warranty. Jennie Knight stated if it is a material issue it is covered by the manufacturer.

Motion: Council Member Fawcett motioned to approve change order for City Hall/Public Safety building exterior cladding, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

Council Member Wilhelmsen left the meeting.

g. Discussion/possible action to approve purchase of 2 police vehicles.

Chief Wilson stated he would like permission to pre-order vehicles for next year. This allows them to pay the rates for 2026 vehicles not 2027. This saved them about \$1,000 last year per vehicle. Council Member Montgomery inquired is this already in the budget. Jill Hunt stated no it is next year's budget. Chief Wilson stated it is a 5-year rotation for vehicles.

Motion: Council Member Fawcett motioned to approve the purchase of 2 police vehicles, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Excused
Council Member Fawcett, Yes
Council Member Christensen, Yes

Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

h. Discussion/possible action to surplus equipment.

Jennie Knight explained Director Fife is at a conference this week. We acquired some conduit from the Public Works project. We have a purchaser who has made an offer. The conduit has some sun damage.

Motion: Council Member Hadley motioned to approve the surplus of equipment, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Excused
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

i. Parks Discussion

Jennie Knight stated this is the annual parks discussion. Staff is seeking Council's direction for park bathrooms. We did not receive grant funding for cameras in the parks. We are still seeking other opportunities. We currently provide port-a-potties. We will need to meet some SWPPP issues if we keep the port-a-potties. If restrooms are opened SWPPP will not need to be addressed. We have had vandalism of signs and drinking fountains this year. There has also been concern about e-bike use. We want to make sure we include everything we want on park policy before ordering new signs. Mayor Shuman stated the e-motorcycles have become a much bigger problem in cities in our area as well. Kids are riding them through parks tearing them up. This is upsetting as a resident and Mayor that we are spending \$8,000 a year on port-a-potties, but if we open the bathrooms, we spend thousands every time they are vandalized. Security cameras cost a lot of money; the last bid was approximately \$28,000. This is a catch-22. If we do not have an ordinance regarding electric motorcycles in the park the police are limited on their response. Chief Wilson stated the police can try to monitor it but they are limited. An ordinance would be a benefit for e-bikes. Signs might help but an ordinance would be a bigger benefit. Mayor Shuman stated he is going to include it in the newsletter next month asking residents to help take responsibility. If they see something let us know. Council Member Hadley stated he believes e-bikes should not be at parks or sidewalks. He had someone outside his office zooming down the sidewalk. A car almost hit him because he could not see the scooter zooming through. Council Member Fawcett stated maybe we could think about adding a skate park or someplace where they can be used appropriately. The main question today is about the port-a-potties. She believes we should keep them. Council Member Hadley inquired is there a benefit to the police trailers with cameras. Chief Wilson stated they can be but they are not a fix all. Brody Flint stated whatever the quote is for cameras double it. If you want the cameras to provide evidence in court you will need better cameras. Council Member Fawcett stated cameras and signs will deter rule followers. People with bad intentions will do it regardless. Jennie Knight stated there is a large upfront cost as well as long term maintenance

issues. If we do keep the port-a-potties we need to make adjustments which can be self-performed. Council Member Montgomery inquired how much do we pay a month for the port-a-potties. Jill hunt stated it fluctuates based on the number of units provided. Council Member Montgomery inquired is there a health regulation that requires a restroom facility in the park. Jennie Knight stated not that she is aware of. The first year they did not provide port-a-potties there were a lot of negative comments. Due to that feedback, they provided the port-a-potties. We have noticed neighboring cities are providing port-a-potties as well. We have gotten a lot of comments from families with young children who cannot make it home. Mayor Shuman stated we have hours on the restrooms correct. Jennie Knight stated that is correct. The last time we had vandalism it was about \$6,000 to fix and it was minor vandalism. Brody Flint stated another city he works with spent \$23,000 last year on one vandalism event. Jennie Knight stated we have had toilets broken, sinks broken, faucets taped open, spray painted and more. Mayor Shuman inquired do we have someone who can open them at 6 am and close them at 10 pm. Jennie Knight stated the parks team can open them in the morning and officers close them at night. Council Member Hadley stated in other areas of the country you have to pay to use the restroom. Council Member Fawcett stated that could create a large overhaul. Mayor Shuman summarized the discussion we are keeping the port-a-potties. Council agreed.

j. Arbor Day Proclamation.

Jennie Knight stated we are proposing a tree planting event on April 25th to celebrate Arbor Day. This will be paid for by the forestry line item. Council Member Montgomery inquired how many trees will be planted and has the community been consulted on where to plant the trees. Mayor Shuman stated Kevin Wilbur the Parks Lead has been planning this event. He has been getting the trees and consulting with residents at the park. Council Member Montgomery inquired is this at the main park. Mayor Shuman answered affirmatively. There are also some trees and foliage they are cleaning up. Jennie Knight clarified the new trees will not be near the detention basin.

k. Discussion/possible action to purchase Utah Rivers Council Rain Barrel Program.

Council Member Montgomery reported he has been speaking to the Northern Utah Representative about this program. The state changed laws approximately 11 years ago, allowing residents to collect rain water. This water can be used to water plants and gardens, as well as reduce chemicals in our storm water system. The retail value for these barrels is \$150. Under the program you can order them for \$80, as a city we can get them for \$60. The requirement is the community orders 100 barrels. We would not be under any obligation to pay for the barrels that are not picked up. This month we received a letter in our water bill making suggestions on how to reduce our water waste. At WACOG the idea was put out that the cities could go through the county if they could not order 100 barrels. Mayor Shuman stated his understanding was you could order the amount you want. The downside was there were 10 participants throughout the county. His immediate knee jerk reaction was he does not want to pay \$2,800 on barrels when we have other expenses, we need to take care of. Council Member Montgomery stated other cities in the county sell out of barrels in a day and a half. Mayor Shuman stated we could put it in our newsletter telling residents they could buy them for \$80. Council Member Montgomery stated he believes this is a good way to be proactive in water conservation. Council Member Fawcett stated putting it in the newsletter this year would be a great idea. This is an item we could consider adding to the budget next year. Council agreed.

l. Rules of Procedure Discussion.

Council Member Montgomery stated this is a follow-up to our January meeting. He has reviewed the current rules and procedures policy. Our policy states the public can speak in any

item at the discretion of the presiding officer. This language makes him nervous. North Ogden states that any Council Member can declare a public hearing and the item is tabled a month until the public hearing. He reviewed policies from Farr West and Ogden as well. As he campaigned, he heard the same message repeatedly, comment is given after decisions are made. For good decision-making public input is needed. The public can provide us input we may not have thought about. How do we get to have the discussion when we all hear the same things. He is recommending changes to the policy. There are public hearings held at the Planning Commission level that are not done at the Council level. Are there other items that we can increase public participation on. He suggests we make some changes listing what items we would take public input on. Brody Flint reported we can look at the policy. This is an interesting topic, which person is going to say we don't want public comment. There are some state laws that govern when a public hearing can be taken. If the public is saying they cannot communicate with the city it is just not true. He has multiple phone numbers, emails, Facebook and more. There is case law reflecting if you call a public hearing, you may be showing bias for or against an applicant. The law says we need a motion by Council a second and a majority vote. We often talk about public comment but do not talk about the reality. Too often you do not get public comment you get the mob comment. Public comment is part of the process and is valuable when done appropriately. We run our government on the principal that you are an elected official. He is happy to work on an updated policy. There are some very specific requirements for land use changes that Council cannot alter due to state law. Mayor Shuman inquired does Council want Brody Flint to review it and update the policy. Council Member Fawcett recommended tabling this item until next month and to get more information.

6. Mayor/Council Follow-up

a. Economic Development Partnership Assignment

Mayor Shuman reported he wants to participate in an economic development partnership with North Ogden and Pleasant View. He inquired if any Council Members would like to volunteer. Council Member Hadley volunteered to be on the economic development partnership. Council approved his appointment.

b. Ogden Pioneer Days Parade Float Request

Mayor Shuman stated at WACOG Ogden Pioneer Days representatives asked cities if they would be willing to put together a float for the parade. There will be a cost involved. We do not need a decision tonight. He wants Council to think about what they would like to do.

Council Member Hadley reported on the America250 Committee. Their main goal is dates, so people can put it on the calendar. They want to tie it into events already going on in the city. There was the thought to turn the July movie in the park into an America250 weekend. We would have a kickoff at the movie in the park. We would have some educational activities learning about the founding of our country. These are not set in stone ideas; they are open to changes. The committee liked the idea of having a food truck event during the movie at the park. They would like to move the fireworks from the Fall Festival to this event. Jennie Knight stated we can move the fireworks if Council would like.

Jennie Knight reported for Director Fife. She asked for Council's permission to continue with the June movie in the park. Mayor Shuman inquired on the cost of the event. Jennie Knight stated it depends on the movie. Mayor Shuman inquired are the police at the event. Chief Wilson stated we have a duty car check on the event.

Jennie Knight stated we have come back with dates for a work session for the budget. The dates we can do are March 31st, April 7th or April 14th before the Council meeting. We did receive or re-certification for our Healthy Utah Designation. Council agreed March 31st works best for the work session at 7:00 PM.

Chief Wilson stated we shut down two massage businesses last month. One was business license related and one was sexually explicit. This was a multi jurisdiction operation. The department is working on their autism BBQ. We had the first active shooter training last month. Assistant Chief Taylor is working on getting a speaker to report to Council about our trainings.

Council Member Montgomery inquired if Brody Flint has any follow up to the old zoning for the R3 and R6 zone. Brody Flint stated the code reverted to an older code we need to research records.

7. Adjournment

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

The vote on the motion was as follows:

Council Member Wilhelmsen, Excused
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

The meeting adjourned at 9:56 P.M.

Roger Shuman
Mayor

ATTEST:

Jack Fogal
City Recorder
Approved this 14th day of April, 2026

MINUTES
HARRISVILLE CITY COUNCIL WORK SESSION
March 31, 2026
363 W. Independence Blvd
Harrisville, UT 84404

Minutes of a regular Harrisville City Council meeting held on March 31, 2026 at 7:00 P.M. at the Harrisville City Offices, 363 W Independence Blvd., Harrisville, UT.

Present: Mayor Roger Shuman, Council Member Greg Montgomery, Council Member Grover Wilhelmsen, Council Member Blair Christensen, Council Member Jason Hadley, Council Member Karen Fawcett.

Excused:

Staff: Jennie Knight, City Administrator, Mark Wilson, Chief of Police, Bryan Fife, Public Works, Parks and Recreation Director, Jack Fogal, City Recorder, Jill Hunt, City Treasurer, Assistant Chief Of Police Nick Taylor,

Visitors: Kevin Karras.

1. Call to Order

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

2. Opening Ceremony

Council Member Montgomery opened with the Pledge of Allegiance.

3. Budget Discussion for Fiscal Year 2027

Jill Hunt presented on the 2027 budget. She provided some graphs along with the spreadsheet for clarity and transparency. Our revenue projections have increased 9% overall. Our expenditures have decreased by 5% overall. Mayor Shuman commented the budget looks better now than it did during the last work session in January. Jill Hunt stated it gets easier to project numbers the closer we get to the end of the year. Council Member Hadley asked to review the administration budget that we did not finish in January. Council Member Montgomery inquired about the estimate for sales tax. Jill Hunt stated her projections show a small increase due to some new homes coming in and more businesses in the city. She tries to project conservatively. As the Ben Lomond development grows it will increase more. We get receive a portion of sales tax from business conducted in the city and portion from the county. Council Member Montgomery questioned why the franchise tax is decreasing. Jill Hunt clarified it is going up by \$40,000. The only items that drop are the plan application fee for subdivisions and grants. Grants are really hard to project year-to-year. There are numerous smaller grants that come in throughout the year that we cannot project. We are using some of the Class B and C road funds for projects that are approved. The Mayor and Council budget went down 7%.

Jill Hunt reported the court budget went up about \$50. The biggest change is related to court fees for constables. Mayor Shuman inquired about the revenue for the courts. Jill Hunt stated it is under fines and forfeitures. The fines are combined and then are distributed between a trust, the city, and the state. Council Member Wilhelmsen inquired about the percentage that goes to the state. Chief Wilson clarified the state takes more from moving violations and less from other

infractions. It depends on the type of crime. Jennie Knight stated it can be up to 85%. Mayor Shuman questioned if we have looked at outsourcing the court. Jennie Knight stated we have before. Mayor Shuman reported he has been speaking to the Ogden Valley Mayor and they are having the Washington Terrace court provide services for them. It might make sense to contract with another court. He is unsure if it would save us money but it might be a benefit. He inquired if there is a way to generate additional revenue from citations. Chief Wilson reported the fees for tickets are set on a bail schedule and the city court has to abide by that schedule. Council Member Fawcett questioned if there was a cost savings when it was reviewed in the past. Jennie Knight stated she is unsure of the specifics because she was not a part of those negotiations. The previous time they were looking at doing a tri-city court. There were concerns we would lose control of the costs. Council Member Wilhelmsen inquired how would we lose control of costs. Jennie Knight stated it would have to be agreed to as an interlocal agreement. It would be similar to other interlocal agreements where the hosting agency would set the cost. Mayor Shuman stated he would like to see this matter looked into further. He will look into it and report his findings.

Jill Hunt explained our administrative budget increased 2%. This was due to our legal contract, employee engagement, and employee benefits. Council Member Hadley inquired what employee engagement line item is used for. Jill Hunt stated it includes items such as cards for birthdays and work anniversaries. Council Member Hadley inquired why the line item is doubling. Jill Hunt stated it was previously under Miscellaneous staff is working to separate items from that fund for transparency. Council Member Montgomery questioned if we go out to bid for the engineering services every few years. Jill Hunt stated we currently use Jones and Associates and have for a long time. This covers services for the city and for developments. This item varies based on developments which are then billed to the developer. We have not gone out to bid for a while. They provide a lot of services besides engineering. They help with planning and ordinance updating. Jennie Knight stated Jones and Associates has our historical records as well. During 2025 we paid about \$10,000 for the services for the year. The rest was paid for by the developers. Council Member Montgomery inquired has there been a situation where the developer drops out after some meetings and does not pay. Jill Hunt stated we have had developers drop out but we have been able to track them down and get the necessary payment. Jennie Knight stated our new online portal allows us to collect information upfront. It is a pass-through account, any service cost not used by the city gets passed on to the developer. Council Member Hadley inquired what does the Media line item cover. Jill Hunt stated it could be used for flyers or advertising for projects or events. Jennie Knight clarified we have also received some grants requiring a Media line item. Council Member Hadley inquired why legal service is increasing so much. Jennie Knight stated there will be a new contract coming to Council in April. We are trying to give you the most up to date information and this is a projected change. Jill Hunt stated utilities are increasing. Our utilities include Rocky Mountain, Waste Management, Enbridge Gas, similar to a residential utilities. The increase is 5% for the Utilities for the city property. Council Member Hadley questioned what the codification line item is. Jennie Knight stated we use Municode which is a service to host our code book and policies. Council Member Hadley inquired about the liability/property insurance. Jill Hunt clarified it covers the Trust, vehicles, and property insurance but not workers comp. Council Member Montgomery questioned if we are self-insured or part of a larger pool. Jennie Knight explained we are members of the Trust which insures over 80 municipalities in the state. Jill Hunt stated the Trust gives us better coverage than we have been able to find on our own. Jennie Knight reported we also receive discounts for trainings, meetings, and programs. Mayor Shuman inquired how are we controlling costs with utilities for the new building. For example, we have a large compressor; are we using it appropriately or is it being under-utilized. Public Works has

not yet had the opportunity to control those items. He questioned if we can manage those expenses going forward. A solution may be getting a smaller air compressor to decrease the yearly maintenance cost for the large one. Bryan Fife stated he will review our usage and see what we can implement.

Jill Hunt explained overall the police budget dropped a few thousand dollars. Wages, overtime, and training went up but equipment went down. Mayor Shuman inquired was the taser included in this budget season. Chief Wilson stated no it is not. He is working on a plan to include it in the 2027-2028 budget.

Jill Hunt explained the Planning Commission cost went up with the potential to go up to 7 commissioners. Mayor Shuman clarified we should stick with 5 commissioners for now. The building inspections and plan checks are increasing. These are revolving funds. The cost will pass through as we issue permits. Ben Lomond is expected to ramp up construction which is why there is a large increase in those funds. Mayor Shuman inquired does the Building Inspections line-item cover Beacon Consulting. Jill Hunt answered affirmatively. She explained salaries and benefits went up. Public Works Media line item went up 100%. This was due to combining parks and public works. They moved the media budget from parks and put them in a combined budget. Council Member Montgomery questioned are there better ideas about the insurance benefits for the employees. Jill Hunt stated our benefits increase came in at 4%, the average across the board was 7%. The original estimate provided in January decreased. Our rates are affected by things like emergency room visits, surgeries, and large claims. Council Member Montgomery asked are we contributing to URS for employees. Jill Hunt stated we do but those rates are set by the state. Most of our employees are tier 2 with only a few tier 1. The roads funds are restricted. The biggest increase was motor pool payment and street maintenance. We are anticipating two plow trucks, not the big plow trucks. This is being split with parks so they can help plow the roads and parks. Mayor Shuman inquired how do we determine the need for the plow trucks and side-by-side. Bryan Fife stated the plows are replacements for vehicles that are being sold. The trucks are being sold due to miles, age, and condition. Council Member Montgomery inquired is it wise to decrease the Fuel line item. Jill Hunt stated she reviewed the fuel cost for the last 5 years. We have not been using it so it is being re-allocated. Council Member Montgomery reminded everyone of the current cost for fuel. Jill Hunt stated they are trying to guess accurately without inflating the cushion. The salary, overtime, and benefits went down for parks. Overall, the budget went down 24%. This was due to combining parks and public works. Council Member Montgomery inquired about the Property Tax line item. Jill Hunt stated we still have to pay the water portion of the property tax. Our utility funds are in great shape. The 4-Mile Special Service District revenue should cover the expenditures.

Jill Hunt reported the bonds are paid every year. We are not using more than we need to. Our impact fees are paying for the public works and part of the new public safety building. The interest from the bonds are helping to pay the bonds as well. Mayor Shuman stated the new building would come out of the General Fund for sales tax. Jill Hunt stated yes. The General Fund will cover what is left over from the police impact fee. Mayor Shuman questioned are the impact fees paying for the public works building as well. Jill Hunt clarified we have multiple impact fees collected at the time of building permit. We use storm water and sewer to pay for the public works building and the police impact fee will help pay for the public safety building. Mayor Shuman inquired will the buildings cost more next year in payments. Jill Hunt stated no the payments are the same next year. Mayor Shuman clarified when we make the payments and are not holding the bonds funds anymore, we will pay more from other funds due to the loss

of the interest revenue. Jill Hunt stated you are correct. Once the interest from the bonds is gone, we will have to cover that difference. Council Member Montgomery stated the League has warned that the state will be auditing impact fees this summer. Jill Hunt reported that is part of our audit process. The auditor looks at our impact fees and makes sure we are compliant with state law. Council Member Montgomery reported the league warned the state will want to see how the impact fees impact the specific development that paid them. Jennie Knight stated since COVID the impact fees have gone through the roof when conducting impact fee studies. The developers are concerned about the increase and the state is making sure we are doing this correctly. Council Member Hadley questioned what items the impact fees cover. For example, how do we feel the state of our sewers are. Are we due for maintenance. Bryan Fife stated we camera 50% of the sewer each year then the next year we camera the rest. We do have some clay pipes as well. We have plans to do some lining and replacements. Jill Hunt reported the impact fees are highly restricted. If a sewer line fails and it is not identified on the plan, we cannot use impact fees to replace it. Projects like that are why we have a fund balance for sewer and storm water. Council Member Hadley inquired do we use the full balance every year. Jill Hunt clarified the impact fees are being used every year but we do not use the fund balance every year. Council Member Wilhelmsen inquired are we plastic lining the clay pipes or have we already lined some. Bryan Fife stated he is unsure what sections have been lined off the top of his head. We have included in this budget lining some manholes.

Jill Hunt reported we have a healthy fund balance in the storm water fund. We will be using a little of that balance to help cover some projects. Our street light fund and garbage fund look good right now, but we do not yet have the numbers on next year's garbage fees. It could change and the budget will be updated when we receive the updated fee. Mayor Shuman reported there are a group of investors that have developed a landfill in the county. The landfill has taken business from the county transfer station. During the last WACOG meeting it was stated conditions were not looking favorable for the transfer station staying open. He does not believe it would be a good thing for a corporate entity to come in and control our garbage prices. When they get approval, they start raising rates which could hurt us. The transfer station will raise rates as well if they stay. Either way we will see increases in garbage costs. Jill Hunt stated the garbage fund may change and she will update the budget and Council when she gets the information. Mayor Shuman stated residents are questioning why we pay for garbage and recycling cans if the companies are not recycling what is put in. Jill Hunt reported we can see if our Waste Management representative will come to a Council meeting for discussion. We are cleaning up the Motor Pool fund for transparency. Motor Pool pays for the vehicle and the department pays it back like a loan. Council Member Montgomery inquired how many vehicles are in the motor pool. Jill Hunt reported she is not sure off the top of her head. Jennie Knight stated the payment made to the motor pool is paid with interest to help sustain the motor pool. Mayor Shuman inquired is the city tax exempt from sales tax for the vehicles. Jennie Knight answered affirmatively.

Jill Hunt stated she likes to include the pay ranges and fee schedules in the budget every year. It helps residents and makes it easier for other cities to find it. When she does the wage study, she has to contact the cities to get the information for ranges. We use a program called Tech-Net to help with the wage studies. Council Member Montgomery inquired how many cities upload to Tech-Net. Jill Hunt stated a lot of cities throughout the state use it but she does not have an exact number. The counties do not use it as much but we have a large pool to look at. Council Member Montgomery questioned how the wage study is conducted. Jill Hunt stated she uses cities in our area of similar size. We look at the range from high to low for the wage. Mayor Shuman inquired do we look at unemployment rates. Five years ago, we could not find

employees, now you can post a job for \$17 an hour and get 100 applicants. With unemployment being higher we don't need to pay as much. Jill Hunt stated we are picky for candidates. We want candidates that will stay for a while and not cause issues. The turnover rate can kill your cost savings if we have to retrain people. Council Member Wilhelmsen inquired what factors go into some of these job listings. Chief Wilson stated there is a lot that goes into hiring a police officer. We are finding that officers willing to accept the low end have had previous issues. Good officers are at a premium right now. Pay is not everything. We need to be competitive but have a good culture, equipment, and training. We want individuals that are looking at a career and not a stepping stone. Our starting wage now is \$4 behind the county. We have applicants that haven't been to the academy or have their LEO certification yet. We have spent a lot of money in the past training these guys or putting them through the academy for them to leave for a higher paying job. Council Member Wilhelmsen inquired where is that sweet spot to get those good officers. Chief Wilson stated he is not sure on the exact number; our pay starts at \$26/hour. Council Member Wilhelmsen questioned how do we keep some of our officers that are receiving awards for service. He has been impressed by observing our officers. He watched an officer interact with teenagers in the city recently. The teenagers were on edge and concerned even though they hadn't done anything wrong. The officer handed out treats and spoke with them in a friendly manner which eased the tension. Chief Wilson stated there are a lot of studies showing that a happy officer interacts with the public better. It can save the city a lot of money from lawsuits. Council Member Wilhelmsen inquired is it the same for Public Works. Bryan Fife answered affirmatively. Jennie Knight stated the budget presented to you tonight will bring staff outside of the pay range to the lowest point. Since the 2022 tax increase, we have done COLA and merit raises for staff when it is warranted. Even utilizing these tools, we find ourselves still behind in some cases. This goes to Council Member Christensen's earlier question about increasing staffing for public works and police. We are down an employee for both departments. The proposed budget shows replacing those positions, but does not reflect additional employees. Council Member Wilhelmsen inquired how are we balancing the employees covering multiple roles. How does the police department handle it when they are down officers. Jennie Knight stated the wage studies can be very hard to conduct. Almost every city has similar titles but have totally different job descriptions. For example, Jack Fogal is the City Recorder but also does emergency management, evidence management, and is certified to fly the drone. There is a lot a difficulty balancing this with wages. We have seen people leave for higher paying jobs. We want to keep the good people working for the city. You will see during the April meeting in our risk assessment we have a perfect score due to measures taken by staff. We have not had a crossing guard all year for the schools. Staff has been covering it. We have an opportunity to increase a staff member's hours to cover the crossing guard position, as well as covering code enforcement administrative work. This is included in the proposed budget. Council Member Montgomery inquired what is the cost of living proposed this year. Jill Hunt stated the Treasurers have a spreadsheet they work on together in the state. Many cities are doing 5% COLA. Her suggestion is 3% COLA and 2% merit if it is earned. Council Member Montgomery questioned how the merit increase works. Jill Hunt explained the merit is earned, if they are at the top of the range, they would not be able to get the merit they only get the COLA. It is based on their yearly evaluations and if they are going above and beyond their job duties. We are updating those evaluations; you should see them in April. Council Member Montgomery explained in his experience you only have 7 years to increase in merit. Jill Hunt stated we do not do step programs for raises. We would rather evaluate it year-to-year and increase accordingly. As long as you are not capped there is a chance you can get the merit and COLA. Council Member Montgomery inquired does everyone meet the criteria for the increase. Jill Hunt stated everyone has the possibility but there is no guarantee to get it. Mayor Shuman stated it has been a pleasure to get to know the staff for Harrisville City. He feels they are very committed. In

his current job he has not had an increase in pay in 5 years. They have had record sales during that time. He makes less money today than 5 years ago. He has never been in an environment where employees create their wages. You can paint the picture how you want it to be with the data you have. We want to try and maintain the employees. On the flipside staff has tremendous benefits. He made \$200,000 and not had the benefit package a staff member has when he was paid \$80,000. If he had the choice to start over, he would go into the public sector. It is hard for him to put his mind around. He has seen other cities that are similar in wage. He was relieved to see the budget that we are ahead of the game. Bona Vista is a 3% increase. The general manager of Bona Vista gave his staff a raise but did not give himself one. They have a large revenue share. He respects the staff and the roles that they fill. He appreciates the staff but his mind is blown by the numbers. Council Member Fawcett inquired do we feel they are overpaid or need to be competitive. Mayor Shuman stated he would like to do it if we have the revenue. He does not want to go back to the residents to ask for an increase in property tax. Council Member Fawcett stated she went 7 years without a raise. Her company did a market analysis and she got a 22% raise just to get competitive not even get to the top of the range. She agrees we have to balance keeping costs reasonable but pay appropriately. Council Member Wilhelmsen stated it is important to review the studies. He understands the benefits. He was a government employee for 40 years. He remembers being a teacher and getting a 40% raise when the state did a wage study. The benefits of having our own departments outweigh the cost. He agrees we need to practice smart money management. People are here for many reasons.

Council Member Montgomery inquired what are the goals for the budget. He questioned what we want to accomplish. Council Member Hadley stated he would like to see goals from the department heads. If we do not have goals these numbers feel more like expenses rather than an investment towards goal. Mayor Shuman inquired if Council would like to add that as an agenda item for a later meeting. Council Member Montgomery stated we need to define our budget by May 1. Jennie Knight stated the state gave a grace period for this year for that requirement. We won't get our certified tax rate until June 8th. We adopted an ordinance that requires Truth In Taxation every year regardless of increase, decrease, or staying the same. This is a benefit because sometimes our numbers do not come in until July or August. We believe we are moving in the right direction with the new law.

Council Member Montgomery inquired how many people have city vehicles or get a monthly stipend for their personal vehicle. Jill Hunt stated nobody gets a stipend, officers have their vehicles and department heads have their vehicles. There is a vehicle available if staff needs to attend a training. Council Member Wilhelmsen inquired what happens to parks and recreation vehicles. Bryan Fife stated we have vehicles for staff to drive when they are here and Assistant Director Gammell and himself have one that they take home. Council Member Hadley questioned what guidelines are in place for using city vehicles for personal reasons. Jennie Knight stated we have guidelines about what they can be used for. We use the vehicles for city use and not for personal use. Mayor Shuman stated he had to track miles while using his company vehicle. He was taxed for any use of the vehicle beyond work purposes which included travel to and from work. Is that similar for the police department. Chief Wilson reported there is legislation stating because the police are on call, they don't get taxed for that mileage. Mayor Shuman stated he appreciates that other cities let officers take their car home. It deters crime.

Jill Hunt summarized there is a lot of information in the budget. If you come up with questions reach out to her. She gets more accurate information further in the year. Mayor Shuman stated

he does not like the ordinance mandating truth in taxation every year. It can upset the residents thinking the taxes are being raised. Council Member Montgomery stated the League is working on some information for residents about truth in taxation. It could be a benefit to share when they provide it. Jennie Knight stated that is something we can provide when we receive it. Council Member Montgomery appreciates the effort for the budget. Jill Hunt stated if there are changes needed, please reach out to her.

4. Adjournment

Motion: Council Member Hadley motioned to adjourn the meeting, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Fawcett, Yes
Council Member Christensen, Yes
Council Member Hadley, Yes
Council Member Montgomery, Yes

The motion passed unanimously.

The meeting adjourned at 9:11 P.M.

Roger Shuman
Mayor

ATTEST:

Jack Fogal
City Recorder
Approved this 14th day of April, 2026



Fraud Risk Assessment

Refer to the Implementation Guide for more detailed explanations of concepts and criteria. See resources.auditor.utah.gov/s/article/Fraud-Risk-Assessment-Implementation-Guide

To complete the assessment, identify or obtain the following:

1. Name of the Board/Council Chair Jennie Knight
2. Name of the Clerk Melissa Rollins
3. Name of the Treasurer Jill Hunt
4. Copies of credit/purchasing card statements, payments and supporting documentation.
5. Copies of bank reconciliations for all bank accounts and related bank statements.
6. Copies of the following policies if they existed during the assessment period:
 - a. Conflict of Interest
 - b. Procurement
 - c. Ethical Behavior
 - d. Reporting fraud and abuse
 - e. Travel
 - f. Credit/Purchasing Cards
 - g. Personal use of entity assets
 - h. IT and computer security
 - i. Cash receipting and deposits
7. Copy of the CPA's license, if there is a CPA who is a member of the staff. Provide the contract for a contract accountant who is a CPA. Do not provide the independent auditor's CPA license. The independent auditor is not management.
8. Copy of the diploma if a member of the staff has a bachelor's degree in accounting (not required if documentation was provided for number 7 above).
9. Copies of the commitment to ethical behavior by the officials/officers of the entity.
10. Copies of the training certificate for the Office of the State Auditor board member training completed during the last 4 years.
11. Documentation (certificates, agendas, etc.) demonstrating that a member of the management team had at least 40 hours of financial training during the last year.
12. Copy of the internal audit plan for the assessment period.
13. Name of the internal auditor and a list of duties. If contractually performed, provide a copy of the contract.
14. Copies of any internal audit reports issued during the assessment period or last year, whichever is longer.
15. Copy of the audit committee charter.
16. A list of audit committee members during the assessment period.
17. Minutes or agendas for audit committee meetings. If meetings are confidential, a list of action items from those meetings will suffice.



OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 395/395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team? <i>• CPFA •</i>	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting? <i>• Clerk •</i>	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function? <i>- Quarterly -</i>	20	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: Harrisville City

*Completed for Fiscal Year Ending: 2026 *Completion Date: 4/14/2026

*CAO Name: Jennie Knight *CFO Name: Jill Hunt

*CAO Signature: Jennie Knight *CFO Signature: Jill Hunt

*Required

Board Chair - Jennie Knight
 Treasurer - Jill Hunt
 Clerk - Melissa Rollins
 Cashier - Cynthia Benson

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	X			
4. Are all the people who have access to blank checks different from those who are authorized signers?			X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?			X	
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".			X	
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

⊗ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.



OFFICE OF THE
STATE AUDITOR

Implementation Guide

Revised December 2020

Fraud Risk Assessment

Background

The Office of the State Auditor (Office) regularly receives complaints of fraud or abuse by local government officials. The Office is also aware of internal investigations performed by local governments of their own officials and employees. Some of these situations receive significant media coverage, while others are resolved with less publicity. In either case, the level of concern by the public and local and state officials is significant. Many have asked the Office for more direction on how to prevent such occurrences in the future. The program outlined in this guide is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes. This assessment is a starting point, it is the hope of the Office that local governments will add to and adapt this form to improve how they manage their internal controls and the risk of fraud, waste and abuse.

Internal Controls as a Discipline

Professional literature, as well as our own experience, indicates that the solution to the reduction of fraud risk lies in effective internal controls. Internal controls are the policies, practices, and processes that ensure the operations of an organization are performed effectively and efficiently. Internal Controls are also intended to deter or prevent the misuse of public funds. Since internal controls require time and resources, entities should seek to reduce risk to an acceptable level, not eliminate risk altogether. In other words, a lock should never cost more than the item it is intended to protect.

The Committee of Sponsoring Organizations of the Treadway Commission (COSO) is a group of organizations dedicated to providing frameworks and guidance on risk management, internal control, and fraud deterrence. COSO publishes a document "Internal Control – Integrated Framework" (the COSO Framework). The COSO Framework is noted as the gold standard for designing and implementing an entity-wide internal control program for all organizations including governments. The Government Accountability Office (GAO) publishes its own guidance for proper internal controls in government entities known as the Green Book. The Green Book follows the COSO Framework, but adds some specific context that is unique to the government environment. We used both of these publications as resources for this project.

The COSO Framework includes five principles:

- Tone at the Top
- Risk Assessment
- Control Activities
- Communication

- Monitoring

Incorporating these five principles into an organization is a recommended but complex endeavor. Most accountants and auditors have been trained on these principles, but full implementation requires additional training and a commitment throughout the organization to be effective. We recommend every organization with the resources use COSO, GAO, GFOA, or any other reputable source as an aid to implementing a comprehensive internal control program.

Due to the expense, most local governments in Utah lack the resources necessary to completely implement the COSO Framework. Our goal is to take the concepts of the COSO Framework and boil them down to specific measures that every local government can incorporate at minimal cost. If properly implemented, we believe these measures will reduce the risk of undetected fraud, abuse, and noncompliance. We have also developed a risk assessment model that provides a basic evaluation of an entity's fraud risk, based upon required separation of duties and our recommended measures.

Recommended Measures

1. Separate Duties over Cash Accounts (Crucial)

Widely recognized as a crucial internal control, separation of duties includes separating the powers of the treasurer and clerk (the person who performs the accounting function, regardless of title), as required by state law. If the roles and responsibilities of treasurer and clerk are *not* 1) separate, 2) independent, and 3) monitored by the governing board, the risk of financial fraud and abuse increases.

In general, the treasurer is responsible for the collection and custody of funds while the clerk validates payment requests, ensures compliance with policy and budgetary restrictions, prepares checks, and records all financial transactions. In situations where proper separation of duties are not maintained, mitigating controls must be implemented. Because of the extreme importance of this control, we have developed a separate questionnaire (see attached) to help determine if basic separation of duties or mitigating controls are in place.

2. Require a Commitment of Ethical Behavior

Purpose

A critical, fundamental, and far-reaching problem facing government today is the lack of public trust and confidence. Government officials are expected to perform their government duties without using their position for personal benefit. A written statement on ethical behavior will provide clarity and serve as a physical reminder of the aspirations of the organization.

Overview

Maintaining an ethical environment requires setting an example and communicating proper expectations at every level of the organization. Training and re-enforcement of

ethical standards must be continuous and applicable. Expectations must point to the highest standards and not excuse bad behavior by anyone for any reason.

Implementation

We recommend the entity set clear expectations and exercise consistent enforcement. We recommend instilling a culture rewarding high ethical standards, rather than rewarding cutting corners or engaging in questionable or self-serving behavior. We recommend that every entity have a written policy and strong practices that address a standard of ethical behavior, including prohibited activities, required disclosures, and clear directions on how and to whom disclosures should be submitted and reviewed. We also recommend that the entity require elected or appointed officials and employees to annually commit in writing to abide by the entity's standards of ethical behavior. This practice will provide an opportunity to review the policy and identify any potential or actual conflicts of interest. Requiring periodic confirmation will deter individuals from acting unethically and identify issues before they become problematic.

3. Adopt and Put Into Practice Written Policies

Overview

The governing body should evaluate policies to make sure they establish proper oversight and direct the organization toward the desired outcomes. The following are key policies along with certain elements that we have identified that are either required by law or best practices to improve the internal control system. As a matter of practical implementation, template policies that contain these elements are available on the Office's website at resources.auditor.utah.gov.

a. Conflict of Interest

1. Specifies who is required to declare conflicts.
2. States that if a new conflict arises during course of business it must be reported.
3. Requires each public official/employee to complete a disclosure form on an at least an annual basis.
4. Identifies the individual/position responsible to gather disclosure forms.
5. Disclosure forms provide the user a way to disclose conflicts or indicate that they have no conflicts.
6. Disclosure forms must list the name and position of the public official/employee.
7. Disclosure forms must list the name of the business entity and ownership interest or position for a business regulated by the entity for which there is a conflict.
8. Disclosure forms must list the name of the business entity and ownership interest or position for businesses doing business with the entity.
9. Disclosure forms must list any investments that may create a conflict with the entity.
10. The disclosure shall be made in a sworn statement filed with the entity's governing body.

b. Procurement

Seek the best value for the entity and promote a competitive purchasing process.

1. Specifies a small item threshold allowing employee or department discretion.
2. Specifies documentation required for each level of purchasing (e.g. small purchases, medium purchases and purchases requiring competitive bid).
3. Specifies purchasing procedures (e.g. advertising methods and time frames, rejection of bids, appeals) for items requiring competitive bid.
4. Lists exemptions and documentation needed for not following regular bidding requirements (e.g. sole source provider, emergency purchases etc.).
5. Addresses improper or illegal conduct:
 - a) Prohibits dividing a procurement to avoid following policy (Utah Code 63G-6a-2404.3)
 - b) Prohibits kickbacks (Utah Code 63G-6a-2404)
 - c) Requires disclosure of conflicts of interest (Utah Code 63G-6a-2406)
 - d) Prohibits cost-plus-a-percentage-of-cost contracts (Utah Code 63G-6a-1205)
 - e) Lists other specific activities that are not allowed (Utah Code 67-16 applies to the state and all political subdivisions)
6. Designates a purchasing agent, specify who may sign contracts including requirement for contracts that must go before the governing body.
7. Has an ethics provision and/or reference Utah Code 67-16.
8. Documents consequences of violating the policy (e.g. formal reprimand, suspension, termination or criminal prosecution).

c. Ethical Behavior

1. Prohibits participation in decisions or actions in which the employee or official has real or reasonably perceived conflict (see conflict of interest policy).
2. Prohibits use of authority for personal gain or that of close friends, family, or business associates.
3. Prohibits receiving gifts, loans or bribes.
4. Requires confidentiality regarding any information not subject to GRAMA.
5. Prohibits violation of nepotism laws (Utah Code 52-3).
6. Prohibits misuse of public resources or property (Utah Code 76-8-4).
7. References the Utah Public Officer and Employee Ethics Act (Utah Code 67-16).
8. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination).

d. Reporting Fraud and Abuse

1. Requires the reporting of inappropriate actions or behavior.
2. Provides reporting structure, including alternatives if the employee's normal supervisor is involved.
3. Provides guidance on the type of actions and behaviors which must be reported.
4. Provides guidance on the information to be provided (e.g. names, dates, times, descriptions, effects) when reporting fraud or abuse.
5. Provides whistleblower protection or referrers to Utah Code 67-21-3.
6. Provides for the evaluation, investigation and possible consequences of the alleged action or behavior.

7. Provides for feedback to the employee reporting the action and the governing body.
- e. Travel
1. Establishes a process to authorize travel expenditures (i.e. preauthorization).
 2. Defines what constitutes allowable and unallowable travel and clearly establishes reasonable limits.
 3. Establishes a reporting structure with senior management reporting to the governing body.
 4. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, inability to travel).
 5. Requires adequate record keeping (documentation of time, place, business purpose, and authorization).
 6. Communicates the public nature of purchase records.
 7. Ensures enough information is gathered and communicated to maintain accountability and measure performance.
 8. Has a provision to comply with external reporting requirements (e.g. IRS, Utah Public Finance Website reporting).
- f. Credit/Purchasing Cards
1. Credit/purchase card issuance should be approved by governing body.
 2. Establishes procedures for independent review and reconciliation of each card.
 3. Establishes card holder accountability including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of card privileges).
 4. Establishes required practices to ensure the security of the card (e.g. signing, storing, and who can use the card).
 5. Establishes procedures for card use (e.g. documentation required, timelines, reconciliations, restrictions).
- g. Personal Use of Entity Assets
1. Establishes allowable uses, or disallows use, of entity assets and rates if applicable (e.g. making photocopies, use of heavy equipment).
 2. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds or loss of privileges).
- h. IT & Computer Security
1. Establishes allowable uses of information systems, computer equipment, and the internet.
 2. Discloses to the user that the entity has the right to monitor and limit the activities on entity IT systems.
 3. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of privileges).
- i. Cash Receipting and Deposit
1. Establishes a timeline for entering receipts into the accounting system.
 2. Establishes a timeline for depositing funds in the bank that complies with the Utah Money Management Act (3 days).

3. Establishes security measures for holding funds before deposit (e.g. safe, vault).
4. Establishes a receipting process for giving the customer documentation of the transaction and also provide sufficient information to understand the purpose of the transaction for management review or audit.
5. Establishes a procedure for entering credit card and ACH transactions into the accounting system.
6. Establishes a separation of duties between the person receiving payments and the person making deposits (smaller entities may require dual sign-off on deposits).
7. Establishes required documentation for voiding or altering a cash receipt, including that it be reviewed by someone that didn't make the correction.
8. Requires system-generated or sequentially-numbered receipts to allow for a review of completeness.
9. Requires cash deposits and receipts to be reconciled and/or reviewed by someone not receiving cash.

4. Hire and Train Qualified Staff

Purpose

In order to ensure the effective and efficient delivery of government services, each entity should identify the knowledge, skills, and abilities (KSA) needed by its management and employees. In technical areas, KSA often align with formal credentials, such as a degree or license. Accounting is an area where degrees and professional designations usually indicate a level of proficiency.

Overview

A licensed Certified Public Accountant (CPA) is the most common designation of a person who possesses the KSA needed to oversee the day-to-day financial operations of an entity. There are several other designations that may indicate similar KSA, such as Certified Government Financial Manager (CGFM), Certified Management Accountant (CMA), Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), Certified Government Auditing Professional (CGAP), and Certified Public Finance Officer (CPFO). At a minimum, we recommend that every entity have someone with a bachelor's degree in accounting as part of its staff.

Implementation

While not every local government entity needs a full-time CPA, every entity should utilize a qualified accountant to ensure that its finances are protected and accurately reported. Most accounting firms and professional bookkeeping services provide a variety of services on an as-needed basis. We recommend every local government evaluate the level of KSA possessed by its accounting staff and consider contracting with an accounting professional. The accounting professional could perform some or all of the accounting and ensure that the entity has effectively implemented internal controls and meets reporting requirements.

To aid local government entities in identifying and procuring the services of qualified accounting professionals, the Office maintains a qualified vendor list included on the Office's website at resources.auditor.utah.gov. The firms on this list have met the requirements set forth by the Office to provide bookkeeping, compliance reporting, or financial statement preparation for local governments.

5. Provide Effective Training

Overview

Training is vital to any organization, especially governments, where services are essential to economic prosperity and basic human needs. Public officials and key employees need to possess at least a basic understanding of the legal requirements of their entity. We encourage entities to consider the KSA needed to support the services provided by their entity, then determine the appropriate level of training that is needed to maintain those KSA. The entity should provide resources to attend sufficient and appropriate training on an ongoing basis.

Implementation

The Office provides comprehensive but basic training on financial topics for local government board members and finance officers. However, this training serves only as an introduction for those who are new or previously untrained in local government financial matters. We recommend board members and finance officers identify and participate in organizations that provide more advanced training. These organizations may be specific to the government type (e.g. counties, charter schools), a specific type of operation (e.g. sewer, water), or a specific job within the organization (e.g. treasurer, finance officer).

At a minimum, board members should view our online basic but comprehensive training every four years (see training.auditor.utah.gov). Also, at least one member of the finance team, preferably the chief finance officer, should have 40 hours of financial training each year. Financial training includes: auditing, accounting, budgeting, reporting, internal controls, fraud prevention and detection, software, and any other topic that is related to the management of finances.

6. Implement a Hotline

Definition

A hotline is a means by which the public and employees can anonymously report concerns about improper behavior of an entity's officers or employees or concerning practices of the entity.

Overview

Fraud losses are 50% smaller at organizations with hotlines than those without hotlines. According to the Association of Certified Fraud Examiners, 40% of reported instances of fraud are discovered through a tip. More than half of these tips were provided by an employee of the organization and 46% of fraud cases detected by tip were reported through a hotline.

Implementation

An effective hotline can be implemented at virtually no cost and can be as simple as providing an email address or phone number. Hotline submissions should be sent directly to a person who has the resources and objectivity to evaluate the concern and investigate if warranted. All complaints and the results of investigations should be presented to the audit committee of the entity in a timely fashion.

Hotlines should be promoted and easy to access (most entities put a link to their hotline on the main page of their website). Every entity should have a written policy that includes the following:

1. Methods for receiving complaints (e.g. email, phone number).
2. A provision for anonymous complaints.
3. Sufficient direction to ensure complaints are given adequate treatment as follows:
 - a. An initial screening of complaints to be performed by an office not involved in the complaint (this could be accomplished by having it performed by more than one office if an independent internal audit function does not exist or it could be sent directly to the audit committee).
 - b. Audit committee:
 - i. Reviews available evidence.
 - ii. Determines if further investigation is merited. If so;
 - Sets the scope of audit
 - Sets a budget
 - Sets a timeline
 - Provides resources
 - c. Audit results are reported to the audit committee.
 - d. Audit committee approves findings and recommendations.
 - e. Audit committee ensures that findings and recommendations are addressed by the appropriate officers or employees.
 - f. Feedback provided to the complainant, if requested.

7. Implement an Internal Audit Function

Definition

An internal audit function is an organizational initiative to monitor and analyze the entity's own operations in order to determine how well it conforms to a set of specific criteria, such as laws, policies, or best practices. Internal auditors are independent of the work they audit, but are very familiar with it so as to allow them to determine compliance with the requirements for that work.

Overview

An internal audit may focus on financial operations, systems, processes, or compliance. As part of the internal audit plan, auditors try to find discrepancies between operational design and operational reality. Internal audits also help uncover evidence of fraud, waste, or abuse. If internal auditors find discrepancies or inappropriate activities, they document and report them to entity leadership who can prioritize and direct corrective action.

The frequency of internal audits will depend on the department or process being examined. Some types of operations may require daily audits for quality control, others may require only an annual audit of records.

Internal audit plans act as a pre-emptive step in maintaining operational efficiency and financial reliability, as well as safeguarding assets.

Implementation

An internal audit function should be formalized by the adoption of an Internal Audit Charter which identifies who is responsible to oversee the internal audit function and who will perform the internal audits.

Those responsible for internal audits should adopt an audit plan which identifies what will be audited and when it will be audited. The audit plan should be reviewed regularly, usually once per year.

Adaptation for small entities

Only the largest of our local governments can justify a full-time internal auditor. Most local governments can execute an effective internal audit program by contracting with an audit professional to work a few days a year. To eliminate added costs entirely, some entities may coordinate with peer entities and utilize each other's financial staff to act as internal auditors. Keep in mind, internal auditors need a solid understanding of audit principles and should use work programs that are designed to effectively identify violations of the laws or policies they are auditing.

8. Use an Audit Committee

Purpose

An audit committee assists the governing body in its financial oversight responsibilities.

Membership

We recommend that members of the audit committee are a subset of the governing body. An audit committee should have a financial expert who is not a member of management. This can be achieved by having a governing body member who is a financial expert, or acquiring the assistance of a volunteer or paid professional financial expert. Finance officers from other local governments should be considered when looking for a financial expert, as they are independent and have a working knowledge of government accounting issues.

Functions

An audit committee must ensure the following:

1. Management develops and enforces systems that ensure the entity accomplishes its mission effectively and efficiently while complying with laws and regulations.
2. The internal audit function objectively assesses the effectiveness of management's internal control program.
3. Financial statement audits are performed by a qualified, independent accounting firm and issues identified during those audits are reviewed and resolved as appropriate.
4. Hotline complaints are investigated and findings are addressed by the governing body.

Risk Score

We have developed a five-level assessment score that is intended to communicate the entity's risk of undetected fraud, abuse, or noncompliance. The levels are based upon points assigned to each of the recommended measures. Since some measures are more effective than others, the most effective measures are assigned the most points. As more measures are adopted the score improves. The higher the score, the lower the risk.

The scale and corresponding levels are as follows:

- Very Low
- Low
- Moderate
- High
- Very High

See the *Fraud Risk Assessment Questionnaire* (attached) for specific points assigned to each measure and how point totals correspond to the risk scale.

AGREEMENT FOR LEGAL SERVICES

This Agreement is made and entered into by and between Harrisville City (hereinafter “City”), a political subdivision of the State of Utah and Matt Wilson and Brody Flint (hereinafter “Attorney”), individuals who reside within the State of Utah that provides legal services.

RECITALS

WHEREAS, City desires to utilize the legal services of Attorney as its contracted city attorney; and

WHEREAS, City is desirous to retain Attorney subject to the terms and conditions of this Agreement; and

WHEREAS, City and Attorney have determined that this Agreement is mutually beneficial;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby mutually agreed by and between the parties as follows:

SECTION ONE SCOPE OF SERVICES

- 1.1** Pursuant to this Agreement, Attorney shall act as general legal counsel to City and shall perform the following specific duties and responsibilities:
- (a) provide competent legal advice to City as requested by its officers and employees;
 - (b) attend required city council and planning commission meetings and other meetings, trainings, and public hearings as requested and subject to Attorney availability;
 - (c) provide support in handling personnel matters including hiring, termination, disciplinary actions, and grievance procedures;
 - (d) review or draft policies and procedures including human resources policies;
 - (e) review and/or draft contracts between City and third parties;
 - (f) conduct training for City from time to time as requested by the Mayor or City Council;
 - (h) provide oversight of all special counsel engagements including review, analysis, and recommendation regarding the hiring and payment of special counsel;
 - (i) prosecution of code violations, infractions, and misdemeanors within Harrisville City and in the Harrisville Justice Court.
- 1.2** Attorney shall not be obligated to provide the services of bond counsel, representation of City in litigation, or any other services not reasonably contemplated herein. If the parties agree, Attorney may provide additional services not included in this Agreement; however, the parties shall enter into a separate legal agreement for the provision of those services.

SECTION TWO EMPLOYMENT STATUS AND COMPENSATION

- 2.1** Attorney shall be employed as an independent contractor and shall not receive any benefits

normally provided to City employees. Attorney shall be responsible to pay any and all taxes and fees from compensation paid to Attorney pursuant to this Agreement.

- 2.2** City shall pay Attorney \$4,000.00 per month during the term of this Agreement. Said amount shall be billed to City monthly.
- (a) \$2,500.00 for Civil Services
 - (b) \$1,500.00 for Criminal Prosecution
- 2.3** Attorney shall be responsible for all Attorney operating costs and expenses associated with this Agreement including but not limited to, secretarial expenses, office supplies, and other expenses.
- 2.4** City agrees to reimburse any travel required of Attorney in excess of 50 miles at the State rate. The cost of any travel that is less than 50 miles shall be born solely by Attorney.

SECTION THREE EFFECTIVE DATE, DURATION OF AGREEMENT

- 3.1** This Agreement shall be effective from the date both parties execute this Agreement and shall continue year to year until the Agreement is terminated by either of the parties. City may terminate this Agreement at any time and for any reason. Attorney must provide advanced written notice of 30 days to City prior to terminating this Agreement.

SECTION FOUR INSURANCE

- 4.1** During the term of this Agreement, Attorney shall maintain in full force and effect professional malpractice liability insurance.
- 4.2** It is understood and agreed that failure to obtain or retain the requisite insurance during the term of this Agreement will result in termination of the Agreement.

SECTION FIVE INDEMNIFICATION

- 5.1** Each of the parties shall be solely liable for negligent or wrongful acts or omissions of its representatives, agents or employees occurring in the performance of this Agreement.
- 5.2** If either party becomes liable for damages caused by its representatives, agents, or employees, it shall pay such damages without contribution by the other party.
- 5.3** To the extent permitted by law, City shall indemnify and hold harmless Attorney, and its agents, officers and employees, from claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees arising out of, or resulting from, the gross negligence or wrongful acts of City, its agents, officers, or employees.
- 5.4** To the extent permitted by law, Attorney shall indemnify and hold harmless City, and its agents, officers and employees, from claims, damages, losses, judgments, liabilities, expenses

and other costs, including litigation costs and attorney fees arising out of, or resulting from, the gross negligence or wrongful acts of Attorney, its agents, officers, or employees.

**SECTION SIX
CONFLICT OF INTEREST**

- 6.1 City acknowledges that attorneys are employed as legal counsel for other entities, and that conflicts of interest may arise from time to time between City and these other entities. In such situations, Attorney shall inform City and shall seek to find another qualified attorney to represent City in said conflict.

**SECTION SEVEN
MISCELLANEOUS**

- 7.1 This Agreement may only be changed, modified, or amended by written agreement of the parties.
- 7.2 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one of the same instrument.
- 7.3 This Agreement shall be governed by the laws of the State of Utah.
- 7.4 This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 7.5 This Agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.
- 7.6 If any provision of this Agreement becomes or is deemed to be legally unenforceable, the remaining provisions shall continue to bind the Parties.
- 7.7 No waiver of any right under this Agreement will be effective unless there is a knowing, voluntary relinquishment of a known right in writing and signed by the party making the waiver. No delay in acting regarding any breach will be construed as a waiver of the breach.
- 7.8 Notwithstanding the terms of this Agreement, City retains the right to seek and or retain additional legal advice, consultation, and counsel at City's sole discretion.

APPROVED AND EXECUTED this _____ day of _____, 20_____.

Harrisville City

Mayor

ATTEST:

City Recorder

APPROVED AND EXECUTED this _____ day of _____, 20____.

By _____
Matthew Wilson

By _____
Brody Flint

HARRISVILLE POLICE DEPARTMENT

Mark L. Wilson
Chief of Police

MEMORANDUM

From: Chief Mark Wilson

Date: March 9th,2026

Subject: Request to Surplus Police Vehicles and Early Allocation of Replacement Unit

The Harrisville Police Department respectfully requests authorization to surplus two vehicles from its current fleet. This request is directly related to the acquisition of two new vehicles that have already been approved and ordered as part of the 2026–2027 budget year.

Due to mechanical issues affecting one of the existing vehicles, we are requesting approval to surplus that unit immediately. The second vehicle will be retained in service until its designated replacement is received and operational, at which time it will also be surplus.

Given the current mechanical concerns, I am additionally requesting that the department be allowed to take possession of one of the pre-ordered replacement vehicles as soon as it becomes available, which is anticipated to be approximately June. Early allocation of this unit will help ensure continuity of service and maintain operational readiness.

Your consideration of this request is appreciated. Please let me know if any further information is needed.

Respectfully,
Chief Mark Wilson
Harrisville Police Department

HARRISVILLE POLICE DEPARTMENT

Mark L. Wilson
Chief of Police



HARRISVILLE POLICE DEPARTMENT

Mark L. Wilson
Chief of Police

MEMORANDUM

To: Harrisville City Council

From: Chief Mark Wilson

Date: March 9th, 2026

Subject: Request for Approval to Allocate Firearm Sale Proceeds to Community Policing Program

The Harrisville Police Department respectfully requests approval from the Harrisville City Council to allocate proceeds from the sale of confiscated or unclaimed firearms to support the Department's Community Policing Program. These funds would be placed directly into the community policing budget line item and used exclusively to enhance community-focused initiatives and services.

State law provides guidance on the handling and disposition of confiscated or unclaimed firearms. Functional firearms are encouraged to be sold to licensed dealers, while firearms deemed unfit for sale—such as those that are damaged, inoperable, or involved in a notorious crime—may be destroyed. Proceeds generated from the sale of eligible firearms must be designated for a public interest use and require approval from the agency's legislative body.

To ensure compliance with all applicable laws and regulations, the Harrisville Police Department contracts with federally licensed firearms dealers (FFLs) to manage the lawful sale or destruction of these firearms.

Approval of this request will allow the Department to reinvest these funds into programs that strengthen relationships between law enforcement and the community, promote public safety, and support proactive policing efforts.

Thank you for your consideration. Please feel free to contact me if additional information or clarification is needed.

Respectfully,
Chief Mark Wilson
Harrisville Police Department

HARRISVILLE POLICE DEPARTMENT

Mark L. Wilson
Chief of Police





HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.harrisvillecity.gov

MAYOR:
Roger Shuman

COUNCIL MEMBERS:
Grover Wilhelmsen
Blair Christensen
Karen Fawcett
Jason Hadley
Greg Montgomery

MEMORANDUM

To: Mayor and City Council
From: Kevin Wilbur
Department: Parks & Recreation
Date: 04/09/202

Purpose:

The purpose of this memorandum is to present a proposed update to the City's approved Landscaping Tree Requirement Resolution. This update is intended to ensure the City's urban forestry standards reflect current best practices in sustainability, climate resilience, infrastructure compatibility, and long-term maintenance considerations.

Background:

The approved Landscaping Tree Requirements Resolution was originally adopted to guide tree selection for public rights-of-way, parks, and private development projects. The list provides species recommendations based on factors such as adaptability, growth characteristics, and compatibility with urban conditions.

Key Proposed Updates:

The proposed revision includes the following major changes:

1. Species Additions
2. Species Removals
3. Classification Adjustments

Recommendation:

It is recommended that the City Council adopt the proposed updates to the Approved Tree List Resolution. These changes will ensure that the City's urban forestry practices remain sustainable, resilient, and aligned with community goals.

**HARRISVILLE CITY
RESOLUTION 26-04**

**A RESOLUTION OF HARRISVILLE CITY, UTAH,
IDENTIFYING SPECIES OF TREES SUITABLE FOR
PLANTING IN HARRISVILLE CITY INCLUDING
REGULATIONS FOR PLANTING LOCATIONS, PROPER
CARE, AND MAINTENANCE OF TREES; AND PROVIDING
AN EFFECTIVE DATE AND SEVERABILITY.**

WHEREAS, Harrisville City (hereafter referred to as the “City”) is a municipal corporation duly existing under the laws of the state of Utah;

WHEREAS, The City Council is authorized to adopt policies and standards to promote the public health, safety, and general welfare of the community;

WHEREAS, proper selection and maintenance of trees and shrubs contribute to the aesthetic character of the community, protect public infrastructure, reduce hazards, and support environmental sustainability;

WHEREAS, certain tree and shrub subspecies are more suitable for urban environments due to their growth characteristics, water usage, resistance to disease, and compatibility with streets, sidewalks, utilities, and other public improvements;

WHEREAS, the City Council finds that establishing a list of approved trees and shrubs will provide guidance to residents, developers, and city staff regarding appropriate landscaping materials within the City;

WHEREAS, the City has prepared an Approved Tree and Shrub List, which identifies species that are appropriate for planting within Harrisville City;

WHEREAS, the City Council finds that adopting this list will promote consistent landscaping standards, assist with development review, and help ensure long-term compatibility between vegetation and public infrastructure;

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

Section 1. Definitions

Tree: A plant with a woody stem, unbranched at or near the base, and at least 8 feet in height and 2 inches in diameter.

Shrub: A woody, bushy plant, branched at or near the base and usually less than 15 feet in height.

Street Trees: Trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or ways within the city.

Park Trees: Trees, shrubs, bushes, and all other woody vegetation in public parks having individual names, and areas owned by the city, or to which the public has free access as a park.

Public Lands: For the purpose of this resolution, public lands shall include the rights-of-way of all roads and streets within the city boundary. Public lands shall also include all parks, picnic areas, retention ponds, and areas around the city building and facilities.

Tree Topping: The severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

Section 2. Approved Tree and Shrub List

The Harrisville City Council hereby adopts Exhibit "A" Harrisville City Approved Tree and Shrub List, which identifies species considered appropriate for planting within Harrisville City.

Section 3. Authority Over Public Trees

The City shall have the authority to plant, prune, maintain, and remove trees, shrubs, and other vegetation within public lands, streets, parks, and rights-of-way as necessary to; protect public safety, preserve public infrastructure and utilities, maintain the health and appearance of the urban forest, ensure compliance with City standards.

The Public Works Director, or their designee, shall oversee the planting, care, and maintenance of trees and shrubs on public property. No person shall plant any tree or shrub within public property or the public right-of-way without approval from the City.

Section 4. Tree Planting Standards

Trees planted within the public right-of-way shall comply with the following general standards unless otherwise approved by the City:

- **Parking Strip Width** - Trees shall not be planted in a parking strip less than four (4) feet in width.
- **Tree Spacing** - Tree spacing shall generally follow the size classifications established in Exhibit "A" and shall be planted with sufficient distance to allow for proper growth and canopy development.
- **Distance from Intersections and Fire Hydrants**
 - No tree shall be planted within twenty (20) feet of a street intersection.
 - No tree shall be planted within ten (10) feet of a fire hydrant.
- **Utilities** - Trees planted near overhead or underground utilities shall be selected and located so as not to interfere with utility infrastructure. Only species appropriate for planting beneath overhead lines shall be used in those locations.

Section 5. Pruning and Maintenance

Property owners adjacent to street trees are encouraged to assist with the care and maintenance of such trees.

Trees located on private property that overhang public rights-of-way shall be maintained so that: a minimum clearance of eight (8) feet is maintained above sidewalks or public rights-of-way,

branches do not obstruct street lighting, traffic control devices, or sight distance at intersections. The City may prune trees on private property when necessary to maintain visibility of traffic control devices, street lighting, or for public safety.

Section 6. Prohibited Practices

Tree topping is prohibited as a normal practice for any street tree or park tree.

This restriction shall not apply where trees have been severely damaged by storms or other causes and where topping is determined by the Public Works Director to be necessary.

Section 7. Hazardous, Dead, or Diseased Trees

The City shall have the right to cause the removal of any dead or diseased trees on private property within the city, when such trees constitute a hazard to life and public property, or harbor insects or disease which constitute a potential threat to other public trees within the city.

The City may remove or cause to be removed, any tree or part thereof which is in an unsafe condition and which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements. The City shall notify the property owner by certified mail of trees identified as meeting the conditions of this paragraph, and ordering the same removed. The owner, at its sole expense, shall remove said trees within sixty days after service of notice. In the event of failure of owners to comply with such provision, the city shall have the authority to remove such trees and charge the cost of removal to the owners. The property owner shall have the right to appeal any such order to the council/mayor within sixty days of notice.

Section 9. Effective Date.

This Resolution shall be effective immediately upon passage and adoption.

PASSED AND ADOPTED by the Harrisville City Council this 14th day of April, 2026.

Roger Shuman, Mayor

ATTEST:

Jack Fogal, City Recorder

Roll Call Vote Tally	Yes	No
Grover Wilhelmsen	___	___
Jason Hadley	___	___
Blair Christensen	___	___
Greg Montgomery	___	___
Karen Fawcett	___	___

Harrisville City Urban Forestry
Large Trees at Maturity
40+ Feet Tall

Common Name	Botanical Name	Mature Height	Canopy Spread	Shape	Flowers	Fruit	Fall Color	Deciduous/ Evergreen	Additional Notes
Black Maple	<i>Acer saccharum ssp. Nigrum</i>	40-60'	40-50'	Oval	Light yellow to white flowers	Samara	Yellow-brown	Deciduous	3-lobed dull dark green, yellow-green slightly hairy below leaves.
Norway Maple	<i>Acer platanoides</i>	40-60'	25-40'	Rounded pyramid, Oval	Yellow to yellow green clusters bloom in spring before leaves	Samaras that have pinkish tint 180 degree angle between the pairs	Bright yellow	Deciduous	5-lobed leaves that can range from dark green, red, or purple depending on the variety. Shallow roots tend to cause bumps in lawns and sidewalks
Sycamore Maple	<i>Acer pseudoplatanus</i>	40-60'	50'	Oval	Yellow-green flowers bloom in late spring after the leaves emerge,	Samaras with a 60 degree angle between the pairs	Dingy brown-yellow	Deciduous	Good large shade tree. Similar to Norway Maple.
Red Maple	<i>Acer rubrum</i>	40-70'	30-50'	Oval	Red and fairly showy appearing very early and before leaves	Samara making a V-shape	Scarlet	Deciduous	Red maple suffers from chlorosis in high pH soils. Can have weak wood some varieties are better for Utah soils lie 'Autumn Blaze'
Common Horsechestnut	<i>Aesculus hippocastanum</i>	50'	35'	Oval to round shape	Very showy white to cream color flowers with yellow or pink spots inside grow in long clusters. Blooms in late spring	2in diameter prickly husk that split open and drop seeds in the fall	Dull yellow to yellow-brown	Deciduous	Large dense summer foliage and spring flowers makes this a nice specimen tree for good shade.
European Hornbeam	<i>Carpinus betulus</i>	40-60'	20-40'	Pyramidal	Inconspicuous flowers in spring	Small nutlet	Yellow	Deciduous	Large, good shade tree no major diseases or pest
Common Hackberry	<i>Celtis occidentalis</i>	40-60'	40-60'	Slightly pyramides when younger becoming more rounded as it matures	Inconspicuous flowers in spring	Black-purple pea-sized berries	Yellow to yellow-green	Deciduous	Large shade tree
Katsura tree	<i>Cercidiphyllum japonicum</i>	40-60'	25-60'	Pyramidal	Red on male trees and green on female but are not showy	Greenish pods on female trees	Gold, orange, red	Deciduous	Leaves emerge reddish purple in spring and mature to medium green. The fallen autumn leaves have been described as smelling of cinnamon, burnt sugar, or ripe apples
Turkish Filbert	<i>Corylus colurna</i>	45'	20-30	Pyramidal		Edible nut attached to a large leafy bract	Yellow	Deciduous	Also known as a Turkish Hazel
European beech	<i>Fagus sylvatica</i>	50-60'	35-45'	Rounded, oval	Inconspicuous flowers in late spring	Small edible beechnuts that ripen in the fall	Bronze or rich red-orange	Deciduous	Good shade tree and suited for Utah's growing conditions
Ginkgo Biloba	<i>Ginkgo Biloba</i>	50-80'	30-40'	Pyramidal shape	Inconspicuous flowers. March to April	The female trees produce a tan to orange colored plum-plum like fruit with an edible seed. The fruit has an unpleasant smell and are extremely messy	Golden, pale yellow	Deciduous	Leaves are shaped like a broad spreading fan. Great shade tree and grows very well in Utah. The varieties in nurseries are male so shouldn't have any problem with fruit
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>	60-75'	40-50'	Upright oval	Greenish white flowers bloom in early summer	Female trees bear large legume fruit that is leathery red-brown pods that have penny sized seeds inside. The seeds are poisonous unless cooked correctly. Pods persist through the winter and drop in the spring	Yellow	Deciduous	Leaves emerge late in spring and are slightly pink but turn to a dark green in summer. This tree does well in Utah's climate. Good shade tree
European Larch	<i>Larix decidua</i>	80-100	60-80'	Cone shaped	Non-flowering	Fruit is a cone green or purple turning brown at maturity	Yellow	Deciduous	This is a Deciduous conifer tree. Meaning that it has needles for leaves that drop in the fall. It is part of the pine family. It grows well in Utah's climate but is intolerant of heavy urban pollution so more rural areas are better

Japanese Larch	<i>Larix kaempferi</i>	70-90'	25-40'	Pyramidal shape	Non-flowering	Fruit is a light brown cone that is ball-shaped		Deciduous	This is a deciduous conifer tree. Meaning that it has needles for leaves that drop in the fall. It is part of the pine family. Varieties are usually used as an ornamental tree such as the 'Pendula' variety for its weeping form
Tulip Tree	<i>Liriodendron tulipifera</i>	70-80'	35-40'	Oval	Tulip shaped flowers are greenish yellow with a bright orange band around the blossoms. Blooms in early summer May to June	Cone-like fruits that turn brown and persist through winter	Golden yellow	Deciduous	A good shade tree but not very suitable for small residential areas. Is not very tolerate of shade.
Dawn Redwood	<i>Metasequoia glyptostroboides</i>	70'+	20-25'	Pyramidal	Inconspicuous flowers in spring	1in elongated cone	Red-bronze, pink-brown	Deciduous	Prefers slightly acidic soils. Deciduous conifer. Has evergreen-like needles but loses them in the winter
London Planetree	<i>Plantanus x acerifolia</i>	70-100'	65-80'	Large open canopy	Inconspicuous flowers in april	Spikey, brown spherical seed balls	Patchy yellow-brown	Deciduous	Very common in Utah as it grows well in our environment. Plant in full sun. Excellent shade tree for large open areas. Roots can lift and buckle roads, curbs, and sidewalks.
White Oak	<i>Quercus alba</i>	50-80'	50-80'	Rounded	Inconspicuous	Acorn	Deep red	Deciduous	Good oak tree. Tolerates moderately high pH, heat, and cold. Fairly drought tolerant. Does have acorn litter
Swamp White Oak	<i>Quercus bicolor</i>	60-70'	40-50'	Rounded	2-4" male catkins, Female are green to red very small in leaf axils axils	Acorn	Yellow-orange to brown	Deciduous	This tree is naturally found on moist low lying sites. However, it can tolerate poorly drained soils and alkaline soils
Turkey Oak	<i>Quercus cerris</i>	60'	60'	Rounded	Inconspicuous	Acorn	Yellow/gold	Deciduous	Great shade tree that tolerates drought, high soil, pH, and clay soils
Scarlet Oak	<i>Quercus coccinea</i>	50-70'	40-50'	Rounded	Inconspicuous	Acorn	Scarlet	Deciduous	Drought tolerant. Prefers slightly acidic soil
Shingle Oak	<i>Quercus imbricaria</i>	60'	60'	Rounded	Inconspicuous	Acorn	Yellow-brown	Deciduous	Moderately tolerant of high soil pH.
Bur Oak	<i>Quercus macrocarpa</i>	60-80	60-80'	Oval	Inconspicuous	Acorn	Brown to dull yellow	Deciduous	Adaptable to clay soil. Drought tolerant due to extensive root system
English Oak	<i>Quercus robur</i>	50-60'	40-60	Oval	Inconspicuous	Acorn	Brown	Deciduous	Tolerant of many soil types. Tolerant of drought. Branches requires little pruning due to excellent branch development and the strength of the wood.
Shumard Oak	<i>Quercus shumardii</i>	40-60'	30-40'	Pyramidal	Inconspicuous	Acorn	Deep red	Deciduous	Is tolerant to salt, drought, alkalinity. A good but overly used tree for Utah
Common Baldcypress	<i>Taxodium distichum</i>	50-70'	20-45'	Conical	Inconspicuous	Cones	Bronze brwon	Deciduous	A diciduous conifer tree. I prefers weter areas but can tolerate less water and somewhat dry conditions. It prefers acidic soil and doesn't do well with pH's over 7.5
American Linden	<i>Tilia americana</i>	50-60'	20'	Rounded oval	Light yellow 1/2" wide in 2-3in wide bunches. Extremely frgrant and bloom in late June to early July	Black-purple pea-sized berries	Green to pale yellow	Deciduous	Does well in soils with fairly high pH. Popular large shade tree. Leaves are an uneven hear-shaped
Littleleaf Linden	<i>Tilia cordata</i>	40-60'	2-30'	Upright oval	Not very showy	Brown nutlets	Yellow-green	Deciduous	Good shade tree. Is more tolerant of heat and compact soil than American lindan and does well in rough city conditions
Pendent Silver Linden	<i>Tilia petiolaris</i>	70-100'	40-60'	Weeping	Pale yellow highly fragrant flowers	Black-purple pea-sized berries	Yellow	Deciduous	A good, large weeping shade tree. It has an attractive foliage with contrasting dark green and silver-white leaves. Prefers alkaline soil
Bigleaf Linden	<i>Tilia platyphyllos</i>	60-80	30-50'	Pyramidal	Pale yellow flowers in late spring	Small nutlets with attached leafy wings	Yellow	Deciduous	Large leaves compared to other Linden's. Likes alkaline well-drained soils. Is drought tolerant and salt spray talerant

Silver Linden	<i>Tilia tormentosa</i>	50-70'	30-50'	Conical	Creamy yellow and fragrant	Similar to American Linden but slightly smaller and hairier	Muted green to pale-yellow	Deciduous	Tolerant of alkaline soils and grows best with moderate water. It is more heat and drought tolerant than other Lindens
Crimean Linden	<i>Tilia x euchlora</i>	40-50'	20-40'	Looser oval than Littleleaf Linden	Yellowish/white blooms in July	Little nutlets	Yellow-green	Deciduous	A more open canopy shade tree. Sucker/sprout growth can be a problem
Lacebark or Chinese Elm	<i>Ulmus parvifolia</i>	40-50'	55'	Rounded	Inconspicuous flowers that bloom late summer	Small seeds are centered in a papery, oval wing that looks like a fried egg	Yellow to reddish-purple	Deciduous	Drought tolerant and excellent urban soil tolerance. Also Dutch-elm disease resistant. Great tough, durable shade tree
Japanese Zelkova	<i>Zelkova serrata</i>	50-80'	40-50'	Vase-shaped	Inconspicuous flowers in spring	Tiny green seed/berry that turns brown in the fall	Yellow-orange to deep bronze	Deciduous	Good shade tree with spreading branches. Often needs structural pruning when young to reduce branch crowding. Drought and wind tolerant. Pest and disease resistant
Common Name	Botanical Name	Mature Height	Canopy Spread	Shape	Flowers	Fruit	Leaf color	Deciduous/ Evergreen	Additional Notes
White Fir	<i>Abies concolor</i>	60'	30'		Inconspicuous	3-5in long cones grow upright on branches near top of tree	Silver-green to silver-blue color	Evergreen	Native to Utah. Prefers moist, cool, protected sites. Dislikes heavy clay. Tolerant of cold, drought, and heat. Good substitut for spruce
Nikko Fir	<i>Abies homolepis</i>	30-50'	20-30'	Pyramidal	Non-flowering	Purplish cones up to 4" long	Glossy dark green	Evergreen	Dislikes high pH
Nordmann Fir	<i>Abies nordmanniana</i>	30-50'	15-20'	Pyramidal	Non-flowering	4-8" upright cones that turn a rich purplish-brown at maturity	Glossy dark green with a striking silver underside	Evergreen	Has a classic Christmas tree shape. Soft needles that aren't prickly. Can handle clay soils but prefers slightly acidic to neutral pH levels. Needs protection from summer heat
Veitch Fir	<i>Abies veitchii</i>	50-75'	25-30'	Pyramidal	Non-flowering	2-3" purplish brown cones	Bluish-green	Evergreen	Prefers moist well drained soils. Dislikes high pH soil
Hinoiki Falsecypress	<i>Chamaecyparis obtusa</i>	50-75'	10-20'						
Norway Spruce	<i>Picea abies</i>	60'	25'	Pyramidal	Non-flowering	4-7" tan cone that hangs down	Deep green	Evergreen	Valued in the landscape for its distinctively pyramidal growth and deep green needles that stay all winter.
White Spruce	<i>Picea glauca</i>	60'	20'	Pyramidal	Non-flowering		Bluish-green	Evergreen	The hardiest of the landscape spruces. Very tough and adaptable to all kinds of soils except those that are permanently wet.
Black Hills Spruce	<i>Picea glauca</i> var <i>densata</i>	40'	15'	Pyramidal	Non-flowering		Bluish-green	Evergreen	Fine texture foliage. Densely branched and fuller than other species. Very tough and adaptable which makes it a wonderful vertical accent for the larger home landscape.
Serbian Spruce	<i>Picea omorika</i>	45-50'	15-20'	Narrow pyramidal	Non-flowering	Cones are egg shaped	Dark green, green	Evergreen	Dark green needles have a light colored stomatal stripe. Graceful branches grow all the way to the ground. Low water needs once established. Is salt tolerant
Oriental Spruce	<i>Picea orientalis</i>	50-60'	25'	Narrow pyramidal	Inconspicuous flowers	2-4" oval cones	Dark green	Evergreen	Shortest needles of the spruce species. Dense, compact growth pattern with horizontal branches. Slow growing and low maintenance.
Colorado or Blue Spruce	<i>Picea pungens</i>	30-60'	10-20'	Dense pyramidal	Inconspicuous flowers	2-4" long cones	Blue-green/silvery-green	Evergreen	Moderately drought tolerant. Prefers moist, well-drained, slightly acidic soils. Used to be Utah's state tree
Lacebark Pine	<i>Pinus bungeana</i>								
Japanese Red Pine	<i>Pinus densiflora</i>	30-50'	20-35'	Rounded pyramidal	Inconspicuous flowers	2-3" Long oval cones	Medium to dark green	Evergreen	Very desirable tree for bark and canopy shape. Prefers well-drained soil. Tolerant of a variety of conditions, including pavement nearby. Good specimen tree.

Limber Pine	<i>Pinus flexilis</i>	30-50'	15-35'	Rounded pyramidal	Inconspicuous flowers	2.5-3.5" long and thin cones	Dark bluish-green	Evergreen	Branches are very flexible and could almost be tied in knots. Needles are thin, flexible, and sharply pointed. Tolerates drier conditions or compacted soil.
Korean Pine	<i>Pinus koraiensis</i>	40'	25'	Irregularly spreading oval			Dark green	Evergreen	Slow growing. Can live to 120+ years. Is intolerant of urban pollution. The bark is a shaggy gray but has a reddish-brown bark under that adds interest and contrast
Japanese White Pine	<i>Pinus parviflora</i>	40'	40'	Pyramidal		1.5-4" long reddish-brown persists on tree 6 to 7 years	Blue-green to forest green	Evergreen	Fine-textured foliage. Tolerant of salt. Considered to be drought-tolerant thus making it a good choice for xeriscaping
Ponderosa Pine	<i>Pinus ponderosa</i>	25-30'	60-80'	Pyramidal	Inconspicuous Flowers	3-6" long reddish brown cones. Each scale on the cone has a short, sharp spine on the tip.	Dark green to yellowish green color	Evergreen	Plant in full sun as it is not very shade tolerant. Grows in most types of soil. Moist, well-drained soil is best. Drought Resistant. Good evergreen shade tree. Makes a fair windbreak or screen. Due to cones having a sharp spine may not be best in high traffic areas.
Balkan Pine	<i>Pinus peuce</i>	20-25'	30-60'	Narrow pyramidal	Inconspicuous Flowers	Light brown cones in abundance	Bluish-green	Evergreen	Prefers moist, well-drained, acidic soil but will tolerate alkaline soil. It is also drought tolerant. The variety 'Glauc' is a better choice of this species of tree. Good for xeriscape landscapes
Scotch Pine	<i>Pinus sylvestris</i>	30-40'	30-60'	Irregularly pyramidal		Male cones are orangish, Female cones are small woody and grey to dull brown in color	Varies greatly from yellowish-green to blue-green	Evergreen	Good ornamental tree, Works as a medium screen or single tree. Adapts to nearly all climates. Can have a problem with chlorotic in alkaline soils. Needs supplemental iron to help fight the chlorosis. Scotch pine is a highly planted tree in Utah and has attractive and interesting bark. Young branches have orangish-brown to butterscotch colored. Thin bark peels off in papery flakes
Douglas Fir	<i>Pseudotsuga menziesii</i>	12-20'	40-80'	Open pyramid		3-4" and 1-2" wide light brown and papery bracts	Green-blue to grey-green	Evergreen	Lower branches droop slightly, middle branches are horizontal, and upper branches point skyward. Plant in full sun. Moist, well-drained soil is best. Not drought tolerant. Not a true Fir. Does not tolerate dry, poor soil, or wind.
Giant Sequoia	<i>Sequoiadendron giganteum</i>		60-80' (landscape settings)	Dense pyramidal	Inconspicuous green flowers in spring	1-3" long and 1-2" wide	Dark Bluish green	Evergreen	Plant in full sun. Prefers deep, moist, well drained soils. Can tolerate some dry conditions but avoid very hot locations. Does well in Utah as long as it doesn't get too cold. Extremely resistant to insects, diseases, and fire. The species is the largest tree in world getting 200=300 ft in the wild

Harrisville City Urban Forestry
 Medium Trees at Maturity
 20 to 40 Feet Tall

Common Name	Botanical Name	Mature Height	Canopy Spread	Shape	Flowers	Fruit	Fall Color	Deciduous/Evergreen	Additional Notes
Trident Maple	<i>Acer buergerianum</i>	20-30'	20-30'		Greenish-yellow, insignificant	1" samaras	Dark red/orange	Deciduous	Exfoliating bark on mature trunks
Bigtooth Maple	<i>Acer grandidentatum</i>	20-30'	20-30'		2" long yellow-green flowers in pendant clusters	Samaras	Red/yellow/orange	Deciduous	Tree may be tapped for syrup that is equal in quality to that obtained from species plant
Red Horsechestnut	<i>Aesculus x carnea</i>	30-40'	30-40'	Rounded	Very showy red to dark pink flowers grow in panicles. Blooms in late spring	Large inedible nuts grow in prickly husk	Yellowish-brownish	Deciduous	Good shade tree
American Hornbeam	<i>Carpinus caroliniana</i>	20-35'	20-35'	Rounded	Insignificant	Winged nutlets	Yellow, red, orange	Deciduous	Prefers moist organically rich soils. Will tolerate clay soil. Usually wider than it is tall. Some varieties are better suited for Utah like 'Uxbridge' which is highly adaptable has a vigorous growth rate and is cold hardy.
Yellowwood	<i>Cladrastis kentuckea</i>	30-40'	25-35'	Broad rounded	Fragrant white, wisteria-like flowers bloom in long, drooping groups. May-June. Bloom in alternate years or every third year. Tree also doesn't begin to bloom until it's about 10 years old	Brown, 2-4in long legume pod	yellow, gold-orange	Deciduous	Brittle wood that may break in storms. Not recommended to be planted near a house or other structures. Pruning on this tree is best done in late summer or fall
American Smoketree	<i>Cotinus obovatus</i>	20-30'	20-30'	Rounded	Yellowish-green flower clusters. Bloom in June		Yellow, red, orange, reddish purple	Deciduous	The spent flower clusters turn to a smoky pink to purplish pink in summer covering the tree with fluffy, hazy, smoke-like puffs. Multi-stemmed shrub
Washington Hawthorn	<i>Crataegus phaenopyrum</i>	25-30'	20-25'	Broadly oval	White small clusters	Bright orange-red	Orange-red	Deciduous	Good ornamental tree either in small groups or as a specimen. Berries persist into winter. Attracts birds. Has thorns
Ohio Pioneer Hawthorn	<i>Crataegus punctata</i> 'Ohio Pioneer'	20-30'	20-30'	Broadly rounded	White	Red	Red	Deciduous	Ohio Pioneer is a thornless variety
Winter King Green Hawthorn	<i>Crataegus viridis</i> 'Winter King'	20-30'	20-30'	Wide vase	White in spring	Bright red, edible	Purplish red	Deciduous	Tolerant of urban conditions
Lavelle Hawthorn	<i>Crataegus x lavellei</i>	20-30'	15-20'	Dense oval	White in spring	Red, edible	Coppery red	Deciduous	Lustrous green leaves, persistent fruit
Goldenrain Tree	<i>Koeleruteria paniculata</i>	20-40'	25-40'	Rounded	Bright yellow	Fruit is a pepery three-part capsule with black pea sized seeds inside	Yellow/yellow orange	Deciduous	Known for its bright yellow spring flowers. Medium to fast growing rate. But can be high maintenance due to its seed capsules. But very popular tree
Amur Maackia	<i>Maackia amurensis</i>	20-30'	15-20'	Rounded vase	White fragrant in summer	Flat seed pods	Yellow	Deciduous	Tolerant of urban conditions
Saucer Magnolia	<i>Magnolia x soulangiana</i>	20-30'	Varies	Pyramidal	4-10" across flowers that range from white to pink to light purple		Yellow-brown	Deciduous	Usually grown as a multi-stemmed, small tree or large shrub. Flowers bloom before leaves emerge. Good specimen tree
American Hophornbeam	<i>Ostrya virginiana</i>	30'	20'	Oval	flowers held in catkins, female in spring, male in winter	Tan hop-like fruit late summer to mid fall	Lemon yellow	Deciduous	Good for urban plantings
Persian Parrotia	<i>Parrotia persica</i>	40'	20-30'	Rounded	Red		Yellow to orange to red	Deciduous	Leaves emerge a burgundy color and then holds tints of red through the summer. This is a low maintenance tree, and shouldn't require much pruning. Should do well under average home conditions. It is not particular to soil type or pH, and is highly tolerant of urban pollution.

Flowering Pear	<i>Pyrus calleryana</i>	30-45'	20-30'	Conical to rounded	White fragrant flowers bloom in april	Red-brown fruit prersist through much of winter and attracts birds	Reds, purples, oranges, yellow	Deciduous	This is a fast growing ornamental tree. It has become less popular due to the aroma produced from flowers and it is prone to have weak branches and cand break during storms and wind.
Japanese Tree Lilac	<i>Syringa reticulata</i>	20-30'	15-25'	Oval	Creamy white, extremely showy, fragrant	Lilak-looking capsule fruit	Yellow to brown	Deciduous	Good specimen tree. Prefers cool summers and is not very heat tolerant. Tolerates alkaline soil and fairly tough.
Japanese Yew	<i>Taxus cuspidata</i>	20'	30'	Dense pyramidal		Red berries on female plants	Deep green	Evergreen	Loves shade, numerous cultivars. Relatively fine texture. Can be pruned at anytime. It has no significant negative characteristics. Will tolerant many soil types, pH, it is highly tolerant of urban pollution, but does not like standing water.

Harrisville City Urban Forestry
 Small Trees at Maturity
 10 to 25 Feet Tall (Suitable under utility lines)

Common Name	Botanical Name	Mature Height	Canopy Spread	Shape	Flowers	Fruit	Fall Color	Deciduous/Evergreen	Additional Notes
Paperbark maple	<i>Acer griseum</i>	20-25'	15-20'	Upright Oval	Small green in spring, insignificant	Brown samaras	Yellow-Orange-Red	Deciduous	attractive exfoliating cinnamon colored bark
Tartarian maple	<i>Acer tartaricum</i>	15-20'	15-20'	Upright rounded	Greenish-white, insignificant	1" samaras showy red	Red/yellow	Deciduous	
Downy Serviceberry	<i>Amelanchier arborea</i>	15-25'	15'		5 petaled, showy, slightly fragrant, white flowers in drooping clusters	Green berries that turn red and finally dark purplish-black in early summer. Edible	Yellow	Deciduous	Good early spring blooming tree
Allegheny ServiceBerry	<i>Amelanchier laevis</i>	15-25'	15-25'	Vase-Shape	White Spring Flowers	Edible berries that ripen to dark puplish-black in June	Orange-red	Deciduous	Bronze new leaves. This is also called Juneberry because of the timing of ripe fruit. Tastier (sweeter and juicier than <i>Amelanchier arborea</i>)
Red Chokeberry	<i>Aronia arbutifolia</i>	6-10'	3-6'	Vase-Shape	White to light pink	Glossy redfruit that appear in clusters that persist into winter. Edible berries	Bright red	Deciduous	Multi-stemmed shrub. Has a tendency to sucker
Eastern Redbud	<i>Cercis canadensis</i>	15-25'	20-30'	Irrregular	Pink/purple before leaves	Small, brown pod 2-3" long	Yellow	Deciduous	Tolerant of partial shade, vibrant in the spring
Chinese Fringetree	<i>Chionanthus retusus</i>	20-25'	20-25'	Broadly oval	Large green-white clusters in spring, fragrant	1/2"-1" blue-purple fruit	Yellow	Deciduous	Light brown exfoliating young bark
White Fringetree	<i>Chionanthus virginicus</i>	20-25'	20-25'	Spreading oval	Green-white in spring, fragrant	1/2"-3/4" blue-black fruit	Yellow	Deciduous	stunning when in full bloom
Corneliancherry Dogwood	<i>Cornus mas</i>	15-20'	15-20'	Low branched/rounded	Yellow, before leaves	red, edible	reddish purple	Deciduous	scaly exfoliating bark when mature
Thornless Cockspur Hawthorn	<i>Crataegus crus-galli</i> 'Inermis'	25'	25'	Broad	White	Deep red		Deciduous	Thornless variety
Crimson Cloud Hawthorn	<i>Crataegus laevigata</i> 'Crimson Cloud'	20-25'	20-25'	Unkempt Rounded	Reddish pink flowers with white centers in spring	Scarlet fruit		Deciduous	Very thorny
Goldenchain Tree	<i>Laburnum x watereri</i>	12-15'	9-12'	Upright Oval	Bright yellow and fragrant	1-2" long legume/pod	Not note worthy	Deciduous	Specimen tree. Can be planted under power lines. Doesn't like excessive heat or cold. Short-lived and all parts of the plant are poisonous so caution should be used when planting around where children play.
Star Magnolia	<i>Magnolia stellata</i>	15'	Varies	Rounded/oval	White 3-4"		Yellow-brown	Deciduous	Slow growing. Usually grown as a multi-stemmed small tree or shrub. This magnolia tolerates higher pH soils compared to other magnolias
Crab Apple	<i>Malus</i>	15-25'	15-25'	Rounded to oval	Varies with cultivar	Fruit varies with cultivar	Yellow	Deciduous	Showy in Spring
Japanese Flowering Cherry	<i>Prunus serrulata</i>	20-25'	10'	Spreading vase shap	Pink to almost white	Fruitless	Bronze to red	Deciduous	Beautiful ornamental tree due to its heavy flowering in the spring. However its usually a shortlived tree due to several pests and diseases. The wood is used for smoke-dying ham and bacon.
Flowering Plum	<i>Prunus cerasifera</i>	15-20'	10-15'	Upright	Light pink showy	Sparse plums	Purple	Deciduous	Dark purple leaves year round
Blue Arrow Juniper	<i>Juniperus scopuorum</i> 'Blue Arrow'	15	4	Rigid Columnar	Not Significant	Silvery blue berries in spring	Blue Evergreen	Evergreen	This low maintenance shrub. Adds a fine delicate texture to a landscape. Good uses include accent, verticle accent, hedges. No significant negative characteristics
Taylor Juniper	<i>Juniperus virginiana</i> 'Taylor'	15-20'	3-4'	Columnar	Not Significant	Can turn bronze in winter	Evergreen	Evergreen	Emerald green to blue green foliage
Chinese Juniper	<i>Juniperus Chinensis</i> 'Spartan'	15	5	Columnar	Yellow-brown to orange flowers shed pollen in March		Evergreen	Evergreen	Dark green soft foliage makes this tree stand out. A moderate grower and is adaptable to a number of site conditions but does not like shade or wet soils

Rose of Sharon (Tree Form)	Hibiscus	12'	6'	Upright vase	Many colors depending on variety			Deciduous	Rose of Sharon is a low growing tree form with various colors of bloom. Tolerant of many types of soil but preferred well drained. Drought tolerant once established. Salt tolerant. Attractive to birds and pollinators
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HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.harrisvillecity.gov

MAYOR:
Roger Shuman

COUNCIL MEMBERS:
Grover Wilhelmsen
Blair Christensen
Karen Fawcett
Jason Hadley
Greg Montgomery

MEMORANDUM

To: Mayor and City Council
From: West Hoskins
Department: Public Works Department
Date: 04/9/2026
Re: Sidewalk Management

Purpose: Sidewalk Management, Maintenance & Inspection Program (SMMIP)

The purpose of the Sidewalk Management, Maintenance, and Inspection Program (SMMIP) is to establish a proactive, systematic approach to ensuring sidewalks are safe, accessible, and compliant with applicable standards. This will reduce liability exposure, improve public safety, and support ADA compliance, helping extend the life of sidewalk infrastructure.

Overview:

This program will include all sidewalks, curbs, curb ramps pedestrian pathways, crosswalks and pedestrian related concrete infrastructures owned or maintained By Harrisville City including

- Public rights-of-way
- Parks and City Facilities
- School zones, crosswalks
- Trails, shared-use paths

Why:

Regular inspections of sidewalks are important for ensuring safety, identifying potential tripping hazards, and preparing for potential liability claims.

How:

To create and put in place a Sidewalk Management, Maintenance, & Inspection program that will identify and correct sidewalk hazards before they cause injury. Maintain compliance with ADA, PROWAG, and local accessibility requirements.

Summary:

The objective is to put in place a SMMIP that will help identify and correct sidewalk hazards before they cause injury and create inspection records and repair histories.

**HARRISVILLE CITY
RESOLUTION 26-06**

**A RESOLUTION ADOPTING A FRANCHISE AGREEMENT
BETWEEN THE CITY OF HARRISVILLE, UTAH AND
MCIMETRO ACCESS TRANSMISSION SERVICES LLC; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Harrisville City (hereafter referred to as the “City”) is a municipal corporation duly existing under the laws of the state of Utah;

WHEREAS, Utah Code Annotated §10-8-84 and 10-8-60 enables the City to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, the parties have negotiated the Telecommunications Franchise Agreement between the City of Harrisville and MCI metro Access Transmission Services LLC(MCI metro), attached herein as Exhibit “A” incorporated by this reference;

WHEREAS, franchise agreements are a common practice for municipalities in managing and regulating business that provides certain services in the City and in the public right-of-way;

WHEREAS, City Council finds that the public convenience and necessity, public safety, health, and welfare is served by approving this Agreement.

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

Section 1. Agreement.

Telecommunications Franchise Agreement between the City of Harrisville and MCI metro, attached herein as Exhibit “A” incorporated by this reference is hereby approved and adopted. The Mayor is authorized to execute the Agreement and any other documents to effectuate this Agreement.

Section 2. Effective Date.

This Resolution shall be effective immediately upon passage and adoption

PASSED AND ADOPTED by the Harrisville City Council this 14th day of April, 2026.

Roger Shuman, Mayor

Roll Call Vote Tally Yes No

Grover Wilhelmsen ____ ____

ATTEST:

Jason Hadley ___ ___
Blair Christensen ___ ___
Greg Montgomery ___ ___
Karen Fawcett ___ ___

Jack Fogal, City Recorder

DRAFT

**FRANCHISE AGREEMENT
HARRISVILLE CITY, UTAH**

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between **HARRISVILLE CITY**, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices located at 363 West Independence Blvd, Harrisville, UT 84404, and **MCImetro Access Transmission Services LLC (MCImetro)**(hereinafter “Franchisee”), a Limited Liability Company with its principal offices at **600 Hidden Ridge Irving, TX 75038**.

WHEREAS, FRANCHISEE desires to provide telecommunication services, as more particularly defined in the “Municipal Telecommunications License Tax Act, “(the “Act”), Utah Code Ann, §10-1-401, et. Seq., as amended, and establish a telecommunications network, system and/or facilities in , under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 3 of the Harrisville Municipal Code (hereinafter the “Code”) which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in the exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide FRANCHISEE with a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable considerations, the CITY and FRANCHISEE agree as follows:

AGREEMENT

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

1.2 Ordinance. The CITY has adopted the Telecommunications Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. FRANCHISEE acknowledges that it has had an opportunity to reach and become familiar with the Telecommunications Ordinance. The parties agree that the provisions and requirements of the Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Ordinance. The definitions in the Ordinance shall apply herein unless a different meaning is set forth in the Act or is otherwise indicated. Nothing in this Section shall be deemed to require FRANCHISEE to comply with any provision of

the Telecommunications Ordinance which is determined to be unlawful or beyond the CITY's authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Ordinance at any time. Provided, however, CITY shall not enact any amendments to the Ordinance that will adversely impact FRANCHISEE without allowing FRANCHISEE 30 days, or such longer time is as necessary if 30 days is insufficient, in which to comply with the amendment. The CITY shall give FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between FRANCHISEE's rights and obligations under the Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, FRANCHISEE agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon FRANCHISEE the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize FRANCHISEE's System within the CITY for such purpose; or (2) from providing such service in the future if an appropriate franchise is obtained from the CITY and all other legal requirements have been satisfied.

1.5 Licenses. FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE

2.1 Franchise Fee. For the Franchise granted herein, FRANCHISEE shall pay to the CITY a tax in accordance with the Municipal Telecommunications License Tax Act (Utah Code Ann. 10-1-401 to 10—410 as amended from time to time), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, UT 84134

2.2 Equal Treatment. CITY agrees any fees or taxes charged to FRANCHISEE under this Agreement shall be of the same nature and calculation of fees or tax currently charged or charged in the future to other similarly situated entities.

ARTICLE 3. TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by FRANCHISEE upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY'S representative designated herein written notice of FRANCHISEE's intent to review not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of FRANCHISEE upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between FRANCHISEE and the CITY, or by revocation or forfeiture, FRANCHISEE shall have the right to remove from the Rights-of-way any and all of its system, but in such event, it shall be the duty of FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such system is removed to as good condition as the same was before the removal was effected.

- a. For so long as Franchisee's Telecommunications Systems remain in the Rights-of-way, unless abandonment in place has occurred, or does any work in connection with its Telecommunications Systems in the Rights-of-way, including after expiration or termination of the franchise granted herein, FRANCHISEE shall remain subject to the duties and obligations of Articles regarding Franchise Fee, Police Powers, Installation, Insurance and Indemnification, and any other duties and obligations set forth under the Telecommunications Rights-of-Way Ordinance, as amended.

ARTICLE 4. POLICE POWERS

The CITY expressly reserves, and FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinance and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties. The powers described in Article 4 shall control in the event there is any conflict with Section 1.3 hereof.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY

5.1 Meet to Confer. FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that

these activities may ultimately result in fundamental changes in the way FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kinds referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Ordinance, and the CITY’s Encroachment Permit Policy. For FRANCHISEE, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinance, and the CITY’s Encroachment Permit Policy.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

- a. FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure.
- b. FRANCHISEE, by actor omission, materially violates a material duty herein set forth in any particular provision within FRANCHISEE’s control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, action by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving FRANCHISEE notice of such determination; FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days

from the date it received notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent action or omission of FRANCHISEE; or

- c. FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by FRANCHISEE within sixty (60) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 Remedies at Law. In the event FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or FRANCHISEE, whichever the case may be, may assert a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and FRANCHISEE relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the tother party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

6.5 Assignment. This Agreement may not be assigned by FRANCHISEE except to a wholly owned subsidiary of FRANCHISEE without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 7. PARTIES' DESIGNEES

7.1 CITY Designee and Address. The City Administrator or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all notices from FRANCHISEE to the

CITY pursuant to or concerning this Agreement shall be delivered to the CITY's representative at:

Harrisville City
ATTN: City Administrator
363 West Independence Blvd
Harrisville, UT 84404

or such other officer and address as the CITY may designate by written notice to FRANCHISEE.

7.2 FRANCHISEE Designee and Address. FRANCHISEE's Executive Director or his or her designee(s) shall serve as FRANCHISEE's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Ordinance, all notices from the CITY to FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's office at:

MCImetro Access Transmission Services LLC (MCImetro)
ATTN: Franchise Manager
600 Hidden Ridge
Irving, TX 75038

With a copy to:
Verizon Legal Department
ATTN: Network Legal Team
1300 I Street, NW 5th Floor
Washington, DC 20005

or such other officer and address as FRANCHISEE may designate by written notice to the CITY.

7.3 Failure of Designee. The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that FRANCHISEE is effectively self-insured if FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating or substantial assets located in the State of Utah. Any and all insurance, whether purchased by FRANCHISEE from a commercial carrier, whether provided through a self-insured program or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 Indemnification. FRANCHISEE agrees to indemnify and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit FRANCHISEE to assume the defense of such with counsel of FRANCHISEE's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY. This subsection shall survive the termination or expiration of this Agreement.

ARTICLE 9. INSTALLATION

9.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made at the same time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 Underground Installation. Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its underground facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require the FRANCHISEE to convert existing aboveground facilities to underground facilities until and unless all other providers in the same location are required to do so under the same non-discriminatory terms and conditions. Aboveground includes the installation of any box or other equipment that is attached to the ground and rises more than 2" (two inches) above the existing grade prior to installation or any excavation work.

9.3 Aerial Installation. Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its aerial facilities in accordance with CITY ordinance regarding the installation of aerial utility lines and pole attachment terms, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

9.4 Prior Approval. FRANCHISEE shall not perform any work within CITY Rights-of-Way without having first obtained a written permit from the CITY authorizing such work.

9.5 Applicable Laws. FRANCHISEE shall obtain all required permits or approvals for construction, maintenance, and operations, and shall at all times be subject to and comply with all applicable laws, statutes, codes, rules, regulations, standards, and procedures regarding the construction, operation, and maintenance of the FRANCHISEE Telecommunications Systems in the Rights-of-Ways, now in force or which, hereafter, may be promulgated (including but not limited to applicable zoning, land use, historic preservation ordinances, safety standards, and other applicable requirements) and good industry requirements) and good industry practices. The CITY may inspect the manner of such work and require remedies as may be necessary to assure compliance. In the event the FRANCHISEE should fail to comply with the terms of any lawful and applicable City ordinance, regulation, or requirement, the CITY shall give the FRANCHISEE written notice of such noncompliance and the time for correction provided by ordinance or as provided herein.

9.6 Standards and Specifications. All work in the Rights-of-Way shall be done in a safe manner and shall follow the City Ordinances and City Standards and Specifications ("Standards and Specifications") and the Manual of Uniform Traffic Control Devices (MUTCD). Upon the CITY's reasonable request, the FRANCHISEE will provide the CITY with a status report of such measures.

9.7 Workmanlike Manner. The installation, maintenance, renovation, and replacement of FRANCHISEE's Telecommunications Systems in the Rights-of-Way shall be performed in a good and workmanlike manner.

9.8 Non-Interference. All Telecommunications Systems constructed by the FRANCHISEE shall be located so as not to cause injury to: (i) public use of the Rights-of-Way; (ii) CITY's water mains, storm water infrastructure, streetlights, or any other municipal use or improvement in the Rights-of-Way; and (iii) trees and other natural features.

9.9 Damage to Public Property. If, during the course of installation, removal, inspection, or work on its Telecommunications Systems, the FRANCHISEE, its officers, agents, contractors, or employees causes damage to or impermissibly alters any Rights-of-Way or CITY property other than damage from ordinary wear and tear and other damages not caused by FRANCHISEE, the FRANCHISEE shall (at its own cost and expense, and in accordance with the City Standard and Specifications) replace and restore it to as good a condition as existed immediately before the work commenced within such reasonable time as the CITY shall require, and shall be liable to the CITY for any actual, reasonable, and documented costs and expenses incurred by the CITY as a result of such damage or alteration. FRANCHISEE shall, prior to commencing work in the Rights-of-Way or other City public places, obtain a permit to perform such work from the CITY. The FRANCHISEE will abide by all lawful applicable ordinances, rules, regulations, including the City Standard and Specifications for such work. The FRANCHISEE shall

give the CITY the telephone number of the FRANCHISEE's representative for contact in an emergency. This section shall survive termination or expiration of this Agreement.

9.10 Removal and Protection of CITY Property. No CITY property shall be removed from the Rights-of-Way, including signage on utility poles, without prior permission from an authorized representative of the CITY.

9.11 Safety. FRANCHISEE shall at all times operate, repair, and maintain its Telecommunications Systems in a safe and careful manner.

9.12 Relocation. Whenever the CITY shall, in the interest of the public health, safety, and general welfare require the relocation or reinstallation of any Telecommunications Systems within a Right-of-Way, FRANCHISEE shall, upon not less than one hundred twenty (120) days' prior written notice, thereafter, promptly commence and diligently complete such work to remove and relocate or reinstall such Telecommunications Systems as may be necessary to meet the requirements of the CITY. Notwithstanding the foregoing requirement, the FRANCHISEE shall use commercially reasonable efforts to relocate its Facilities upon sixty (60) days' prior written notice from the CITY, when requested by the CITY due to an Emergency, or as the Parties may otherwise agree in writing. Such relocation, removal or reinstallation by the FRANCHISEE shall be at no cost to the CITY (for clarity, except to the extent the same is requested for beautification purposes). The FRANCHISEE may ask for a meeting with the CITY to discuss the relocation and alignment for the relocated Telecommunications Systems. FRANCHISEE will not be required to relocate the same facility at its own expense more than once every ten (10) years, barring an emergency. If a CITY project is funded by federal or State monies that specifically includes an amount allocated to defray the expenses of relocation of Telecommunications Systems, the CITY shall reimburse the FRANCHISEE up to the extent of such specified and demonstrated amount for any actual relocation costs mandated by the project to the extent that the CITY actually receives such federal or State funds expressly earmarked for that purpose. The requirements of this Section shall not be construed to be in derogation of any right or cause of action for reimbursement the FRANCHISEE may have against a developer or other private interest which causes the need to move its lines or Telecommunications Systems; under such circumstances, the CITY will require as a permit condition that the developer or other private interest pay for FRANCHISEE's reasonable relocation costs.

9.13 Prohibitions. Except as otherwise provided herein, Telecommunications Systems maintained or installed by FRANCHISEE within the CITY shall be so located and constructed as not to interfere with or damage any CITY improvements or do any of the following acts:

- a. Interfere with access to or use of any water or fire hydrant;
- b. Obscure the view of or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- c. Interfere with sight distance established by any ordinance or law;
- d. Obscure the light from any streetlight;

- e. Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the CITY or in the instance that FRANCHISEE's Telecommunications Systems were installed before such water or sewer line was installed;
- f. Damage irrigation, landscaping, or trees owned or maintained by the CITY;
- g. Damage any communications lines owned or maintained by the CITY;
- h. Install Telecommunications Systems in the paved sidewalk area unless authorized in advance by the CITY; the foregoing does not limit FRANCHISEE's right to maintain existing, CITY-approved Telecommunications Systems; and
- i. Install Telecommunications Systems in the fall and winter months. Installation by the FRANCHISEE is permitted between October and March, contingent upon obtaining express written consent from CITY's Public Works Director or Deputy Director.

9.14 Removal and Relocation. The CITY shall have authority to require FRANCHISEE to remove or relocate any Telecommunications Systems located in violation of this Article or Agreement at FRANCHISEE's sole expense. Such relocation or removal shall be completed within sixty (60) days (or other period of time as the Parties may mutually agree to be acceptable for the required work) of written notice from the CITY. The notice shall prescribe the area where the facility is located and any other special conditions reasonably deemed necessary by the CITY.

9.15 Maps. Upon request, FRANCHISEE shall, within a reasonable time, but no more than ninety (90) days, develop and deliver to the CITY maps of its Telecommunications Systems in pdf format; provided that FRANCHISEE may exclude details FRANCHISEE considers to be proprietary, trade secrets, or the disclosure of which would cause network security concerns.

9.16 Damage to Others' Facilities. During construction or maintenance, if FRANCHISEE, its contractors, subcontractors, employees, agents, or assigns causes damage to or a break in any lines, cables, ducts, conduit, or other facilities located in or out of the Rights-of-Way, the FRANCHISEE shall immediately notify the affected Party and the CITY by the fastest practical means.

9.17 CITY's Right to Perform. If FRANCHISEE, its successors or assigns fails to perform any obligation under this Article or Agreement after being given advance notice of and opportunity to cure the same in the amount of time specified in the applicable section of this Agreement, and in any event no less than a reasonable amount of time, then the CITY shall have the right, but not the obligation, by its own employees or by a contractor, to perform the obligation upon fifteen (15) days prior written notice to the FRANCHISEE. The CITY shall in that event be reimbursed its reasonable, direct, out-of-pocket costs by the FRANCHISEE within thirty (30) days after receipt of a detailed invoice for the work so performed. This Subsection shall survive the termination or expiration of this Agreement.

ARTICLE 10. GENERAL PROVISION

10.1 Binding Agreement. The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolution, by-laws and other legal requirements applicable to its operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

10.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law and jurisdiction and venue for any legal action pertaining to this Agreement shall be in the District Court of Weber County State of Utah, or in the U.S. District Court for the State of Utah located in Salt Lake County, Utah.

10.3 Time is of the Essence. Time shall be of the essence of this Agreement.

10.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include the other gender. The paragraphs and section headings in the Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 No Presumption. Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replace a previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

10.7 Discussion and Mediation. Notwithstanding any other provision contained herein, before the CITY or the FRANCHISEE brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, the FRANCHISEE and the CITY shall first make a good-faith effort to resolve their dispute by discussion and then, if that fails, by nonbinding mediation by a mediator acceptable to both Parties, the cost of which shall be borne equally by the Parties. Notwithstanding the foregoing, any obligation or requirement to engage in mediation under this section shall in no event prevent a Party from initiating litigation in order to avoid the lapse of a statute of limitations or to obtain an equitable remedy.

10.8 No Waiver. No failure by any Party to insist on the strict performance of any covenant, duty, or condition of this Agreement or to exercise any right or remedy

consequent on a breach of this Agreement shall constitute a waiver of any such breach or of such or any other covenant, duty, or condition.

10.9 Headings. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.10 Warranty of Authorization. The person signing for and on behalf of FRANCHISEE warrants and represents that he or she is duly authorized and empowered to enter into this Agreement for and on behalf of FRANCHISEE, and that FRANCHISEE is duly organized and validly existing under the laws of the State of Utah, and that by his or her signature, he or she does bind FRANCHISEE to the terms of this Agreement. The person signing below for FRANCHISEE warrants to CITY that all necessary company approvals, authorizations, and consents have been obtained, and all company procedures required to be taken have been followed to enable FRANCHISEE to enter into this Agreement and to perform its duties hereunder.

APPROVED AND ENTERED INTO on the ____ day of _____, 20 ____.

FOR HARRISVILLE CITY:

ROGER SHUMAN
Mayor

ATTEST:

JACK FOGAL
City Recorder

APPROVED AS TO FORM:

BRODY FLINT
City Attorney

FRANCHISEE

Signed by authorized representatives of the parties on the dates written below.

MCImetro Access Transmission Services LLC

Associate Director – Network Regulatory/Real Estate_____

Title

Date

Address:
600 Hidden Ridge
Irving, TX 75038

DRAFT

**HARRISVILLE CITY
RESOLUTION 26-07**

**A RESOLUTION ADOPTING A FRANCHISE AGREEMENT
BETWEEN THE CITY OF HARRISVILLE, UTAH AND FORGED
FIBER 37 LLC; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Harrisville City (hereafter referred to as the “City”) is a municipal corporation duly existing under the laws of the state of Utah;

WHEREAS, Utah Code Annotated §10-8-84 and 10-8-60 enables the City to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, the parties have negotiated the Fiber Optics Franchise Agreement between the City of Harrisville and Forged Fiber 37, LLC, attached herein as Exhibit “A” incorporated by this reference;

WHEREAS, franchise agreements are a common practice for municipalities in managing and regulating business that provides certain services in the City and in the public right-of-way;

WHEREAS, City Council finds that the public convenience and necessity, public safety, health, and welfare is served by approving this Agreement.

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

Section 1. Agreement.

Fiber Optics Franchise Agreement between the City of Harrisville and Forged Fiber 37, LLC, attached herein as Exhibit “A” incorporated by this reference is hereby approved and adopted. The Mayor is authorized to execute the Agreement and any other documents to effectuate this Agreement.

Section 2. Effective Date.

This Resolution shall be effective immediately upon passage and adoption

PASSED AND ADOPTED by the Harrisville City Council this 14th day of April, 2026.

Roger Shuman, Mayor

Roll Call Vote Tally Yes No

Grover Wilhelmsen ___ ___

Jason Hadley ___ ___

ATTEST:

Blair Christensen — —
Greg Montgomery — —
Karen Fawcett — —

Jack Fogal, City Recorder

DRAFT

NON-EXCLUSIVE PUBLIC ROW FRANCHISE AGREEMENT

This Non-Exclusive Public ROW FRANCHISE Agreement ("Agreement") is by and between **Harrisville City, Utah (Hereinafter "CITY")**, a municipal corporation and political subdivision of the State of Utah, and **Forged Fiber 37, LLC** ("Franchisee").

RECITALS

- A. The City has jurisdiction over the use of the public rights-of-way in Harrisville City ("Public ROW").
- B. Franchisee desires, and Harrisville City desires to permit Franchisee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("Network") for the purpose of offering communications services ("Services"), including wholesale broadband transmission service to Internet Service Providers ("Broadband Internet Services"), but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in City ("Customers").
- C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("Network Facilities").

AGREEMENT

In consideration of the mutual promises made below, Harrisville City and Franchisee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. Pursuant to the terms of this Agreement, The City grants Franchisee permission to use and occupy the Public ROW for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the "Work"). This Agreement and the Franchise do not authorize Franchisee to use any property other than the Public ROW as agreed herein. Franchisee's use of any City owned property, including poles and conduits, will be governed under a separate Agreement regarding that use.

- 1.2. Subject to Federal, State and Local Law. This Agreement and the Franchisee are subject to City's valid authority under federal, state and local laws as they exist now or may be amended from time to time, and subject to the conditions set forth in this Agreement. In the event of a material conflict between the terms of local law and the applicable provisions of this Agreement, the applicable provisions of this Agreement will prevail. Federal law is paramount.
- 1.3. Subject to City's Right to Use Public ROW. This Agreement and the Franchisee are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. City's grant of the Franchise Agreement is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, superior claims of title or other property interests that may affect the Public ROW, in addition to those uses permitted by the Harrisville Municipal Code. Franchisee will obtain at its own cost and expense any required permission or rights as may be necessary to accommodate such pre-existing property interests, so long as such pre-existing interests do not contravene state or federal law.
- 1.5. No Grant of Property Interest. The Franchise Agreement does not grant or convey any property interest.
- 1.6. Non-Exclusive. The Franchise Agreement is not exclusive. Harrisville City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("Person"), as well as the right in its own name as Harrisville City, to use Public ROW for similar or different purposes allowed Franchisee under this Agreement.

2. Franchisee's Obligations.

- 2.1. Fees. For and in consideration of the Franchise Agreement, Franchisee shall pay [to be negotiated].

- 2.2. Individual Permits Required. Franchisee will obtain City's approval of required individual encroachment, construction, excavation, and other necessary permits before placing its Network Facilities in the Public ROW or other property of Harrisville City as authorized. Franchisee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by Harrisville City.
- 2.3. Franchisee's Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense, or with any local, State or Federal grants and other funding that may become available to Franchisee.
- 2.4. Compliance with Laws. Franchisee will comply with all applicable laws and regulations when performing the Work. Franchisee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by Harrisville City.
- 2.5. Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.6. No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition.
- 2.7. Repair. Franchisee will promptly repair any damage to the Public ROW, Harrisville City property, or private property if such damage is directly caused by Franchisee's Work and no other Person is responsible for the damage (*e.g.*, where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Franchisee's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.
- 2.8. As-Built Drawings and Maps. Franchisee will maintain accurate as-built drawings and maps of its Network Facilities located in the Public ROW and will provide them to Harrisville City upon reasonable request and on a mutually agreed timetable (*e.g.*, piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.

- 2.9. Network Design. Nothing in this Agreement requires Franchisee to build to all areas of City, and Franchisee retains the discretion to determine the scope, location, and timing of the design and construction of the Network Facilities.
- 2.10. Standards and Specifications. All work in the ROW shall be done in a safe manner and shall follow the Harrisville City ordinances and City Standards and Specifications and the Manual of Uniform Traffic Control Devices. Upon Harrisville City's reasonable request, the Franchisee will provide the City with a status report of such measures.
- 2.11. Non-Interference. All Network Systems constructed by the Franchisee shall be located so as not to cause injury to: (i) public use of the ROW; (ii) Harrisville City's water mains, storm water infrastructure, streetlights, or any other municipal use or improvement in the ROW; and (iii) trees and other natural features.
- 2.12. Underground Facilities. Unless otherwise provided herein, all of Franchisee's newly constructed facilities within the City shall be constructed underground; provided, however, Franchisee shall only be required to place newly constructed facilities underground to the extent that the underground placement is also required of all other existing and newly constructed lines of other similar companies at that location. Franchisee may be permitted to install facilities aboveground if: (i) it is infeasible to go underground at the time; (ii) lines can be placed on already existing poles; and (iii) Franchisee agrees to move the facilities underground at Franchisee's sole cost and expense when Harrisville City directs and so long as the City, at the same time, directs all other franchisees with above-ground facilities in the same location to move their facilities underground. Nothing herein shall require Franchisee to convert existing above-ground facilities until and unless all other providers in the same location are required to do so under the same non-discriminatory terms and conditions. The foregoing shall not be construed to prohibit Franchisee's ability to over lash cable onto existing aerial facilities.
- 2.13. Damage to Others' Facilities. During construction or maintenance, if Franchisee, its contractors, subcontractors, employees, agents, or assigns causes damage to or a break in any lines, cables, ducts, conduit, or other facilities located in or out of the ROW, the Franchisee shall immediately notify the affected Party and the City by the fastest practical means.

2.14. Prohibitions. Except as otherwise provided herein, Network systems maintained or installed by Franchisee within Harrisville City shall be so located and constructed as not to interfere or damage any City improvements or do any of the following acts:

- a) Interfere with access to or use of any water or fire-hydrant;
- b) Obscure the view of or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- c) Interfere with sight distance established by any ordinance or law;
- d) Obscure the light from any streetlight;
- e) Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by Harrisville City or in the instance that Franchisee's Network was installed before such water or sewer line was installed;
- f) Damage irrigation, landscaping, or trees owned or maintained by Harrisville City;
- g) Damage any communications lines owned or maintained by Harrisville City;
- h) Install Network systems in the paved sidewalk area unless authorized in advance by Harrisville City, the foregoing does not limit Franchisee's right to maintain existing City-approved Network; and
- i) Install Network systems in the fall and winter months. Installation by the Franchisee is permitted between October through March, contingent upon obtaining prior express written consent from the Harrisville City Public Works Director.

3. City's Obligations.

Notwithstanding City's obligation as outlined in Section 3 of this Agreement, Licensee's use of Public ROW or Harrisville City property shall be conducted in a manner consistent with lawful and applicable public easement rights.

3.1. Emergency Removal or Relocation by Harrisville City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Harrisville City or its residents, Harrisville City and/or other public utilities may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. Harrisville City and any affected public utility will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, Harrisville City and any other public utility benefiting from this provision will promptly provide Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse Harrisville City and any affected public utility for its actual,

reasonable, and documented costs or expenses incurred for any such emergency work, the direct cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Franchisee's obligation to reimburse Harrisville City and any affected public utility under this section will be separate from Licensee's obligation to reimburse Harrisville City for any other reasonable expense Harrisville City may incur.

- 3.2. Relocation to Accommodate Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with planned use of the Public ROW or City property of Harrisville City, the State of Utah, or any other political subdivision (as defined by the IRS) for any governmental purpose as reasonably determined by the City, Franchisee will, upon written notice from any of the foregoing entities, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the governmental purpose and Franchisee's interest in maintaining the integrity and stability of its Network. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Harrisville City or any such public entity may not require Franchisee to relocate or remove its Network Facilities with less than sixty (60) days' notice.
- 3.3. Relocation to Accommodate Non-Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with a third-party's use of the Public ROW, Franchisee will not be required to relocate its Network Facilities unless Harrisville City reasonably determines, and substantiates in writing to Franchisee, that a failure to relocate Network Facilities will result in a significant and material detriment or financial loss to the citizens of Harrisville City. In that event, Franchisee shall be entitled to reimbursement of its reasonable costs and expenses incurred in relation to the relocation of its Network Facilities. If there is a dispute between Franchisee and the affected third party, Harrisville City will attempt to mediate the dispute between the parties so as to avoid or mitigate unreasonable delays.
- 3.4. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Franchisee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the

facilities were located to the same or similar conditions existing prior to the Franchisee's construction.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2. Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to Harrisville City on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to Harrisville City. Harrisville City will accept permit applications under this Agreement submitted and signed by authorized individuals, and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. Defense and Indemnity.

- 5.1. Obligations. Franchisee will defend Harrisville City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Franchisee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the gross negligence or willful misconduct of Franchisee or its contractors arising from this Agreement ("Third Party Legal Proceeding").
- 5.2. Exclusions. Section 5 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.
- 5.3. Conditions. Section 5.1 (Obligations) is conditioned on the following: (a) Harrisville City making its best efforts to promptly notify Franchisee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after Harrisville City became aware of the

Third Party Legal Proceeding; (b) Harrisville City must reasonably cooperate in the defense at Franchisee's request; and (c) Harrisville City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Franchisee, subject to the following: (i) Harrisville City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring Harrisville City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

6. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.

7. Police Powers. Harrisville City expressly reserves, and the Franchisee expressly recognizes, Harrisville City's right to adopt, from time to time, in addition to the provisions herein contained, such ordinances and rules and regulations as Harrisville City may deem necessary in the lawful exercise of its police power for the protection of Harrisville City's property, the ROW, and the health, safety, and welfare of its citizens and their properties. Franchisee agrees to comply with all such applicable ordinances, rules, and regulations presently in effect, and with all such lawful, nondiscriminatory, competitively neutral ordinances, rules, and regulations the City may subsequently enact.

7.1. Notwithstanding the foregoing, Harrisville City shall not enact any amendments to any ordinance, rules, and regulations that will adversely impact the Franchisee without allowing the Franchisee thirty (30) days notice in which to comply with the amendment or newly adopted ordinance, rule, or regulation. Harrisville City shall give the Franchisee notice and an opportunity to be heard concerning any proposed amendment or adoption and shall not enact any amendment or adoption that materially alters the rights and obligations of the Parties under this Agreement or that is in conflict with any material term of this Agreement, except as set forth above in Section 7.

8. Bond. Franchisee will provide Harrisville City with a performance bond in the amount of [\$ _____].

9. Insurance.

9.1. Franchisee shall at all times have in full force and effect a policy of liability insurance in the minimum amount of 5 million for the injury or death of any number of persons per occurrence and 5 million for property damage per occurrence. Such coverage shall identify Harrisville City as an additional insured, as its interests may appear, for all acts and omissions of Franchisee, its agents and contractors arising out of or in any way connected with the Franchise Agreement and its use and occupation of the public right of way. All such policies and certificates of insurance shall be issued by companies authorized to be business in the state of Utah and shall be approved by Harrisville City, prior to the commencement of such use and provide that any such policy shall not be cancelled until thirty (30) days written notice of such cancellation shall have been filed with Harrisville City. Any termination or lapse of such insurance will automatically revoke any permit issued pursuant to this Franchise Agreement.

10. Term. This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any required implementing ordinance becomes effective in accordance with its terms and state law ("Effective Date"). The Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("Original Term"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for two successive ten (10) year terms (each a "Renewal Term") unless a party provides at least ninety (90) days' prior written notice to the other party of its intent not to renew.

10.1. **Rights of Franchisee Upon Expiration or Revocation.** For so long as Franchisee's Network remains in the ROW, unless abandonment in place has occurred, or does any work in connection with its Network in the ROW, including after the expiration or termination of the franchise granted herein, Franchisee shall remain subject to the duties and obligations of Articles regarding the Franchisee's Obligations, Police Powers, Insurance and Indemnification, and Security for Performance of this Agreement, and any other duties and obligations set forth under City Ordinances, as amended.

11. Termination.

11.1. **Termination by Harrisville City.** Harrisville City may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that Harrisville City must first provide Franchisee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time

period, in which case Franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

11.2. Termination by Franchisee. Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Harrisville City.

11.3. Grounds for Termination. Subject to applicable State and Federal law, Harrisville City may terminate or revoke this Agreement for any of the following reasons:

- a) The Franchisee fails to make timely payments of the Franchise Fee and does not correct such failure within thirty (30) calendar days after receipt of written notice by Harrisville City of such failure; provided, however, that any payment made pursuant to such request shall not be deemed to constitute a waiver of Harrisville City's right to challenge the calculation of the Franchise Fee;
- b) The Franchisee, by act or omission, violates a material duty under this Agreement that is within the Franchisee's control and for which specific redress is not expressly provided elsewhere in this Agreement and the Franchisee fails to remedy the violation in conformance with the procedures set forth in this Agreement;
- c) The Franchisee becomes insolvent, unable, or unwilling to pay its debts when due; is adjudged bankrupt; or all or part of its Facilities should be sold under an instrument to secure a debt and is not redeemed by the Franchisee within sixty (60) days.

12. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the prior written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

12.1. Notwithstanding the foregoing, Franchisee Agreement may at any time, on written notice to Harrisville City, and with written approval of Harrisville City, which approval shall not be reasonably withheld, assign this Agreement or any or all of its rights and obligations under this Agreement:

11.1.1 . to any Affiliate (as defined below) of Franchisee;

11.1.2. to any successor in interest of Franchisee's business operations in Harrisville City in connection with any merger, acquisition, or similar transaction if Franchisee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

1 1.1.3. to any purchaser of all or substantially all of Franchisee's Network Facilities in Harrisville City if Franchisee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Franchisee will not remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. Notice. All notices related to this Agreement will be in writing and sent, if to Franchisee to [insert email address], and Harrisville City, Attn: City Administrator, 363 West Independence Blvd, Harrisville, UT 84404 with a copy to the Harrisville City Attorney. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

14. General Provisions. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement constitutes the entire agreement between the parties related to this subject

matter, and any change to its terms, including, but not limited to, amendments or modifications, must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Franchisee may use electronic signatures.

15. Approval. This Agreement shall not be effective until the execution of this Agreement by the Harrisville City has been approved by resolution of its City Council.

16. Non-discrimination. Franchisee will comply (and similarly require compliance by contractors from time to time used or hired to plan, construct or maintain Network Facilities pursuant to this Agreement) with applicable federal, state, and local laws with respect to prohibitions against discrimination on the basis of race, color sex, age, disability, political or religious opinions, affiliations or national origin.

17. Reservation of Rights. The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of this Agreement and further agree that by execution and performance of this Agreement, neither party shall be deemed to have waived any such rights.

18. Severability. If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of this Agreement will remain in effect.

19. Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of Harrisville City and the Franchisee. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Party (other than permitted successors and assigns of a Party hereto).

20. Binding Agreement. The Parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the Parties; (b) each Party has complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements to their operation in entering into this Agreement.

21.Utah Law. This Agreement shall be interpreted pursuant to Utah law. Any claim or lawsuit arising out of this Agreement shall be brought in the Second District Court, Weber County, Utah, or in the U.S. District Court for the State of Utah located in Salt Lake County, Utah.

22.Discussion and Mediation. Notwithstanding any other provision contained herein, before Harrisville City or the Franchisee brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, the Franchisee and the City shall first make a good-faith effort to resolve their dispute by discussion and then, if that fails, by nonbinding mediation by a mediator acceptable to both Parties, the cost of which shall be borne equally by the Parties. Notwithstanding the foregoing, any obligation or requirement to engage in mediation under this section shall in no event prevent a Party from initiating litigation in order to avoid the lapse of a statute of limitations or to obtain an equitable remedy.

23.Time of the Essence. Time shall be of the essence of this Agreement.

24.No Waiver. No failure by any Party to insist on the strict performance of any covenant, duty, or condition of this Agreement or to exercise any right or remedy consequent on a breach of this Agreement shall constitute a waiver of any such breach or of such or any other covenant, duty, or condition.

25.Headings. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

[Signature page follows]

APPROVED AND ENTERED INTO on the _____ day of _____, 20__.

FOR HARRISVILLE CITY:

ROGER SHUMAN
Mayor

ATTEST:

JACK FOGAL
City Recorder

APPROVED AS TO FORM:

BRODY FLINT
City Attorney

Signed by authorized representatives of the parties on the dates written below.

Forged Fiber 37, LLC

Name: _____

Title: _____

Email: _____

Address:

208 S. Akard Street, 21st Floor

Dallas, TX 75202

Date:

**HARRISVILLE CITY
RESOLUTION 26-08**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, ADOPTING
AND AMENDING EXISTING POLICIES; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Harrisville City (hereafter referred to as the “City”) is a municipal corporation duly existing under the laws of the state of Utah;

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

WHEREAS, City Council finds it necessary from time to time to adopt new policies and amend existing policies to reflect best practices, legal requirements and operational needs;

WHEREAS, the City has identified the need to adopt certain new policies relating to employee safety, vehicle operation, and workplace procedures;

WHEREAS, Council recognizes the importance of evaluating employee performance in a manner that reflects current policies, expectations, and best practices;

WHEREAS, the City Council recognizes the need to amend certain existing employee performance evaluation policies to ensure clarity, consistency, and effectiveness in evaluation employee performance;

WHEREAS, adoption of these policies and amendments will promote accountability, reduce liability, and enhance the overall effectiveness of City operations.

WHEREAS, the attached exhibits “A” through “G” contain the new and amended policies;

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

Section 1. Adoption of New Policies

The following policies attached as exhibits “A” through “D” are hereby adopted and incorporated by this reference:

- A. Drivers Qualification Policy
- B. Employee First Report Of Injury Policy
- C. Return To Work Policy
- D. Parking and Backing Policy

Section 2. Amendment of Existing Policies

The following policies attached as exhibit “E” through “G” are hereby amended and restated by this reference:

- E. Administration Performance Evaluation
- F. Police Officer Evaluation
- G. Public Works and Parks Evaluation

Section 3. Effective Date.

This Resolution shall be effective immediately upon passage and adoption.

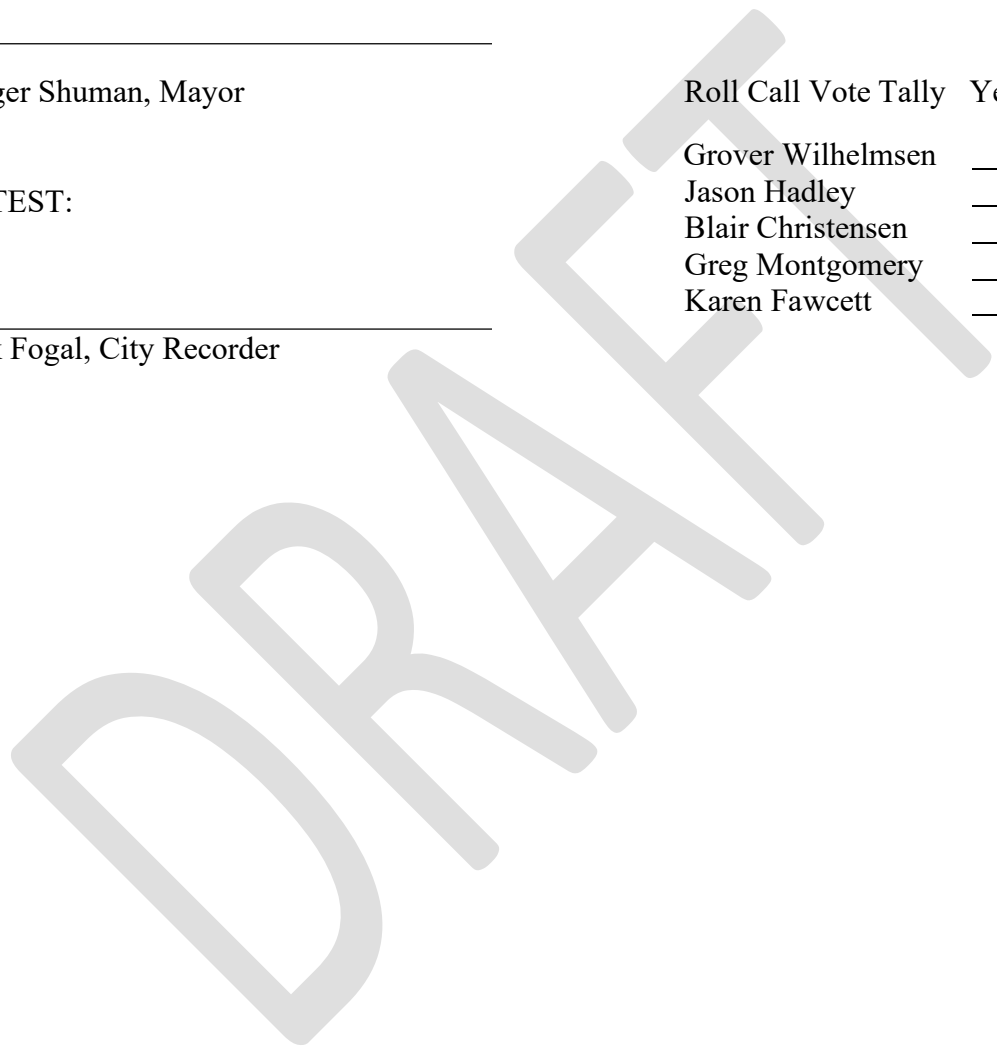
PASSED AND ADOPTED by the Harrisville City Council this 14th day of April, 2026.

Roger Shuman, Mayor

ATTEST:

Jack Fogal, City Recorder

Roll Call Vote Tally	Yes	No
Grover Wilhelmsen	___	___
Jason Hadley	___	___
Blair Christensen	___	___
Greg Montgomery	___	___
Karen Fawcett	___	___





HARRISVILLE CITY

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Driver Qualification Program

All employees or volunteers operating Harrisville City owned vehicles, or who may operate any vehicle while conducting business for or on behalf of Harrisville City must be authorized drivers. The authorization process requires an analysis by Human Resources of the employee's driving record to ensure compliance with the driver qualification standard as identified in this policy.

As part of the driver qualification process, all drivers or potential drivers' Motor Vehicle Record (MVR) will be screened and monitored on an ongoing basis to ensure the standard is met and maintained. Drivers will be qualified as "Acceptable," "Unacceptable" or "Borderline". Drivers qualified as "Borderline" may be authorized to drive on a probationary basis as determined by Human Resources. Drivers who's record does not meet the driver qualification standard will not be allowed to operate any vehicle while engaged in our business.

All drivers must possess a valid Drivers License. Required endorsements must also be maintained. The driver qualification evaluation will be based on the driver's MVR and may also take into account work related motor vehicle incidents, whether or not the incident has been recorded on the driver's MVR. All violations recorded on the MVR, whether they occurred on the job or not, are included in the driver qualification evaluation.

"Acceptable" or "Borderline" qualification will be determined using the following criteria. Any number of violations or accident in excess of the "Borderline" criteria constitutes a failure to meet the driver qualification standard resulting in revocation of driver authorization. (Note - DUI and DWI are not evaluated as a standard violation)

Acceptable

- Up to 2 violations recorded on the MVR, or
- Up to 1 at fault work related accident in the prior three years, or
- A combination of 1 violation on the MVR and 1 at fault work related accident in the last three years

Borderline

- 3 violations recorded on the MVR or,
- 2 at fault work related accidents in the last three years, or
- DUI or DWI within the last 5 years, or
- Any violation for Careless, Reckless or Distracted driving

Unacceptable

- No valid driver license,
- Recent DUI conviction,
- 4 violations recorded on the MVR

A single major violation recorded on the MVR, or resulting from a work related incident, *may* result in revocation of the drivers' qualification and driver authorization. Major violations include, but are not limited to:

- DUI or DWI in the previous 24 months
- Failure to stop/report an accident
- Making a false accident report
- Attempting to elude a law enforcement
- Others as determined by Human Resources.



HARRISVILLE CITY

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Employee First Report of Injury

OSHA Log Case #: _____ Insurance Claim Reference #: _____

THIS FORM MUST BE COMPLETED & SUBMITTED TO THE WC COORDINATOR WITHIN 24 HOURS OF THE EVENT

- EMPLOYEE**
- (1) Answer ALL questions completely and submit the form to your supervisor.
 - (2) All LIFE-THREATENING INJURIES—CALL 911
 - (3) All injuries that require medical attention must go to:
 - Intermountain Work Med clinic or the Emergency Room McKay Dee Hospital

ALL INJURIES MUST BE REPORTED TO YOUR SUPERVISOR AND HUMAN RESOURCES PRIOR TO SEEKING TREATMENT

SUPERVISORS must review this form, ensure that it is complete and then complete an incident investigation, using the Supervisor Incident Investigation form.

EMPLOYEE INFORMATION:

Name: _____ Job Title: _____
Area / Department: _____
Home Address: _____ City: _____ State: ____ Zip: _____
Phone #:(____) ____ - _____
Date of Birth: __ / __ / __ Social Security #: _____ - _____ - _____
Male Female Married Single
of Dependent Children: (Under 18): _____ Full Time Part Time Hire date: __ / __ / __
Normal shift hours: ____ am/pm to ____ am/pm
Days of the week normally worked: _____

INCIDENT INFORMATION:

Event Location: _____
Time shift began on date of incident: ____ am/pm
Incident Date: __ / __ / __ Time Incident Occurred: _____ am/pm
Check if time cannot be determined.
Date Reported: __ / __ / __ Time Reported: ____ am/pm
Person Incident was reported to: _____
Witnesses: Yes No If yes
who? _____
Body parts affected by injury or illness (Be Specific):

Have there been any previous injuries or any pre-existing conditions associated with body parts injured by this event: Yes No
Treatment Type: None / Near miss First Aid only Clinic Visit
 Emergency room Hospitalized overnight
Was Employee transported for care? Yes No If yes, by whom? _____

INCIDENT DESCRIPTION: (Employees Statement)

What were you doing just before the incident occurred? (Describe actions, tools, materials, and equipment being used.)

What happened to cause the injury/event: (Describe how the event occurred and what caused the event.)

Attach any additional information about the incident (photos, diagrams, etc.)

EMPLOYEE'S SIGNATURE:

*** By signing below, I am acknowledging that all the facts and information on this report are to my knowledge truthful and accurate.

Employee Signature: _____ Date Signed: ___ / ___ / ___

SUPERVISOR'S SIGNATURE:

Supervisor Signature: _____ Date Signed: ___ / ___ / ___



HARRISVILLE CITY

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Return To Work Program

Policy: Harrisville City is committed to providing a safe work environment to our employees. But if an employee becomes injured on the job, we will do everything we can to help the employee heal and return to work as quickly as possible. When employees are able to work and be a contributing team member, the injured employee heals faster, we are more productive and the morale of our entire organization is lifted.

Workers Compensation Coordinator: Human Resources is our Workers Compensation Coordinator (WCC). The Workers Compensation Coordinator will help injured employees and their supervisors achieve the goal of helping injured employees get healthy and back to being a contributing team member.

Medical Providers: If a life-threatening injury occurs, 911 should be called to access normal emergency care.

Employees with routine, non-life-threatening injuries should be taken by their supervisor to:

- Intermountain Work Med
1355 Hinkley Dr
Ogden, UT 84401
801-387-6150
- If the Network Provider is not available (after hours, etc.), call the Workers' Compensation Coordinator to arrange medical care.
- Employees must seek care from the provider designated by the WCC. Failure to do so may affect their workers compensation claim.

Injury Reporting: All injuries must be reported immediately to the employee's supervisor. Supervisors report these injuries to the Workers Compensation Coordinator, who begins a workers compensation claim and helps to arrange medical care. All injuries must be reported the day they occur. Failure to report injuries could jeopardize coverage of the injury.

Post Injury Procedures: After receiving medical treatment, these steps must be taken:

- Employee and his/her supervisor deliver all paper work from the medical provider to the Workers Compensation Coordinator.
- WCC and the injured employee's supervisor review any restrictions given by medical provider with the injured employee's job description and determine if the employee's normal job meets the restrictions. If not, a Restricted/Light/Transitional Duty job will be assigned to accommodate the restrictions. (Sample light duty jobs are attached.)
- Injured employees must comply with the restrictions they are given. Failure to do so could slow their recovery or cause further injury. Failure to comply with restrictions may result in disciplinary action.

Restricted/Light/Transitional Duty: The department heads will accommodate restricted duty jobs for workers injured on the job. The WCC will work with the supervisor to design a work strategy that meets the injured employee's restrictions and accomplishes Harrisville's goals.

Follow Up: Injured employee's supervisor and the Workers Compensation Coordinator will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending their medical appointments, complying with their restrictions and that any restricted duty assignments are helping the employee move closer to their regular job duties.

Interaction With Adjusters: One of the best ways to help an employee get healthy and return to work quickly is to communicate with adjusters who manage the workers compensation injury claim. Adjusters have access to resources and have a vast knowledge in how to help injured employees get better. Utah Local Governments Trust has partnered with Constitution State Services (CSS) to adjust claims. They can be reached at 800.243.2490.



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Parking and Backing Policy

Purpose

The purpose of this procedure is to establish guidelines to follow that may prevent an accident or injury when parking or backing a City/County/District vehicle.

General: Park Defensively

Think before backing. Choose parking locations that minimize exposure to traffic and, if practical, it is preferred that the driver select a parking location which does not require backing to re-enter the flow of traffic (A pull-through parking space). **Backing the vehicle should be avoided whenever possible.** When backing is necessary, the distance traveled in reverse should be limited.

Circle of Safety:

Prior to entering the vehicle, drivers must perform a “Circle of Safety” walk-around of the vehicle to identify hazards and increase awareness of surroundings. Hazards can include people, objects, driving surface conditions and obstacles like poles, curbing, overhead hazards, etc.

Prepare to Back:

Vehicles must be prepared to back by having all windows cleared of snow, ice or dirt that can obstruct vision. Mirrors must be adjusted for the driver and must be checked prior to and regularly during backing. Any distractions like phones, radio, conversations with others, etc. must be eliminated prior to backing. Back up cameras should be consulted during backing but should not be the only information source for backing.

Back In Upon Arrival:

Drivers are more aware of their surroundings when they arrive at the parking lot than when they leave. For this reason, City vehicles must be backed into the parking stall upon arrival where appropriate.

Use of a Spotter:

The driver must use a “spotter,” if available, when backing large vehicles like heavy trucks or construction equipment and when conditions make it difficult to see surroundings. Driver and spotter must agree on hand signals before starting, especially the signal for “stop.” Position the spotter where you can visually see him/her, where they are out of your path of travel, and where they can clearly see behind the vehicle. Stop immediately if you lose sight of your spotter. If you are in doubt about the situation, stop immediately, get out of your vehicle and check the situation yourself. If a spotter is not available, the driver must check under and around the vehicle to make sure the area is clear before proceeding to back the vehicle. Use the rear view and side mirrors, and if possible, look behind you. Back up immediately, but slowly, before the present situation has time to change. Whether or not a spotter is available, while backing a vehicle, always periodically check the front of the vehicle.

Maintain Visibility:

All staff working in the right-of-way (sidewalk to sidewalk) must wear high-visibility retroreflective clothing to ensure they are seen by drivers. Staff should not cross behind vehicles, unless sufficient distance is available, the vehicle is stopped and the driver acknowledges the presence of the worker.

Use of Cones: Orange safety cones (18” unless equipped with 28”) must always be always placed at the rear of

a city vehicle when parked. The placement of cones at the rear of a parked City vehicle, or at the front and rear traffic side of the city vehicle if parallel parked, will alert other vehicle operators of activity in and around the city vehicle and increase their level of caution. In addition, placement of cones in this manner will require City vehicle operators to remove them before moving the vehicle and encourage a survey of the area behind the vehicle prior to backing.

Harrisville Administration Employee Performance Evaluation

Objective:

The formal performance evaluation system is designed to:

- Maintain or improve each employee's job satisfaction and morale by letting him/her know that the supervisor is interested in his/her job progress and personal development.
- Serve as a systematic guide for supervisors in planning each employee's further training.
- Assure overall consideration of an employee's performance and focus maximum attention on achievement of assigned duties.
- Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized.
- Assist in planning personnel moves and placements that will best utilize each employee's capabilities.
- Provide an opportunity for each employee to discuss job problems and interests with his/her supervisor.
- Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as promotions, disciplinary action, and termination.

Instructions:

Review the employee's work performance for the entire period; refrain from basing judgment on isolated events or recent events that do not fall within the evaluation period. Disregard your general impression of the employee and concentrate on one factor at a time.

Evaluate the employee on the basis of standards you expect to be met for their assigned job. Policy and individual personalities should also be considered. Also, we shall consider the length of time and experience on the job. Rate only those factors that are applicable to the job and include examples for each section. Mark the number that most accurately reflects the level of performance for the factors appraised using the rating scale described below:

Rating scale:

- 1= Performance, knowledge, skill level or abilities are **unacceptable** compared to position requirements
 - 2= Performance, knowledge, skill level or abilities are **consistently below** position requirements
 - 3= Performance, knowledge, skill level or abilities are **sometimes below** position requirements
 - 4= Performance, knowledge, skill level or abilities **meets** position requirements
 - 5= Performance, knowledge, skill level or abilities **sometimes exceed** position requirements
 - 6= Performance, knowledge, skill level or abilities **consistently exceed** position requirements
 - 7= Performance, knowledge, skill level or abilities are **superior** compared to position requirements
- N/A= **Not applicable**

*Any area rated at three or below and any area rated at six or above requires an entry in the comments section

Harrisville Administration Employee Performance Evaluation

Employee name:

Evaluation period:

Prepared by:

Unacceptable				Meets					
1	2	3	4	5	6	7			N/A

1. Appearance and department

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Presents a professional, neat appearance in attire appropriate to assignment or activity. Follows the policy of the Harrisville City in the wearing of department uniforms. Instills confidence and respect of co-workers and the department through personal conduct and behavior which is professional and businesslike.

1	2	3	4	5	6	7		N/A
----------	----------	----------	----------	----------	----------	----------	--	-----

2. Attendance, punctuality, preparedness for duty

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Arrives on time, fully prepared for all scheduled shifts and assignments. Attends all meetings, court, training, and other assignments on time. All notices, reports, etc. are completed in a timely manner. Utilizes sick time only when necessary. Plans time off and makes notifications well in advance and in conjunction with the Policy

1	2	3	4	5	6	7		N/A
----------	----------	----------	----------	----------	----------	----------	--	-----

3. Attitude, acceptance of direction, interpersonal skills

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Maintains a positive attitude in general. Follows and carries out all directions and orders with a positive professional attitude. Responds positively to constructive criticism. Accepts ideas and approaches to solutions which are different from their own. Displays sensitivity, fairness, and patience when dealing with others. Refrains from insensitive or unprofessional remarks, gestures, writing, or other communications.

1	2	3	4	5	6	7		N/A
----------	----------	----------	----------	----------	----------	----------	--	-----

4. Initiative and tenacity

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Maintains self initiated activity at a level comparable to team / department average. Makes appropriate suggestions and offers solutions and assistance to other department employees. Motivates others by setting a positive example.

1 2 3 4 5 6 7 N/A

5. Judgment and decision making

Use appropriate discretion when interacting with the public and as problems arise. Displays common sense and makes sound decisions in general. Requires minimal supervision, but seeks help, clarification, or guidance when appropriate and before mistakes are made.

1 2 3 4 5 6 7 N/A

6. Safety and trainings

Completed all required safety training and took necessary steps to keep the work place a safe place to be.

1 2 3 4 5 6 7 N/A

7. Effectiveness under stress

Maintains a calm, controlled demeanor in high stress situations. Makes logical, sound decisions and communicates effectively under pressure. Clearly recalls, articulates, and documents events or actions taken under high stress situations and with interacting with residents.

1 2 3 4 5 6 7 N/A

8. Knowledge

Understands and properly applies knowledge of current Harrisville City Policies as well as laws and city ordinances which affect their assignment. Takes appropriate action, utilizes proper procedures with regard to directives, state/safety laws and city ordinances based on their knowledge. Is aware of and appropriately utilizes resources.

1 2 3 4 5 6 7 N/A

9. Communication

Demonstrates professional, clear, and accurate communication between council, commission, coworkers, public, and other departments. Able to receive direction and execute what is asked.

1 2 3 4 5 6 7 N/A

10. Equipment

Operates necessary equipment safely and in accordance with Policy and Procedures. Maintains equipment and ensures it is good order and properly functioning. Reports damaged or unsafe equipment immediately to a supervisor. Demonstrates safe practices with equipment which minimizes the risk of damage or injury.

1 2 3 4 5 6 7 N/A

11. Technical skills, department

Maintains a high level of proficiency or involvement in areas beyond requirements of his/ her normal assignment. For example, does employee demonstrate the willingness to pursue greatness above and beyond the standard set out by the Department. His/ her skills, additional involvement, or volunteerism are a benefit to the department and the community.

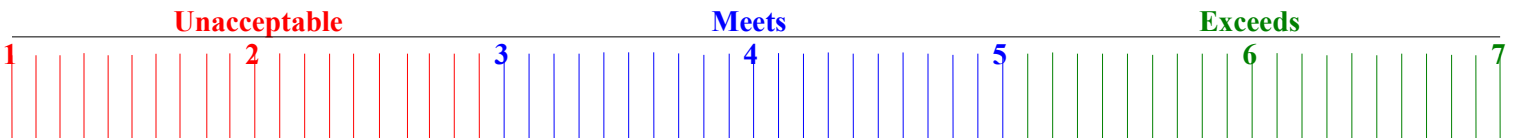
Substantiated employee complaints, corrective action plans, or discussion record entries received during this evaluation period

Letters of commendation received during this evaluation period

Achievements

Corrective action plan required? Yes No
(must be attached if marked yes)

Overall evaluation for this period



Performance Summary

Employee comments:

Supervisor

DATE

Performance Evaluation Required Signatures

Supervisor _____ Date _____

City Administrator _____ Date _____

Employee _____ Date _____

Professional Development Plan

Professional Development Plans are part of the Harrisville Team efforts to assist employees in identifying individual needs, goals and commitments. They are completed by supervisors with the intent of enhancing personal growth to assist employees in achieving their greatest potential. Individual plans are included as part of the evaluation process to promote progress for professional development during a specific time period:

From: _____

To: _____

It would be helpful to the Harrisville Team if you continue demonstrating the following attitudes, skills and behaviors:

It would be helpful to the Harrisville Team if you start demonstrating the following attitudes, skills and behaviors:

It would be helpful to the Harrisville Team if you stop demonstrating the following attitudes, skills and behaviors:

It would be helpful to the Harrisville Team to identify your actions that inspire others to follow your positive examples of:

It would be helpful to the Harrisville Team for you to get additional training in the following categories or topics:

A comparison of this Professional Development Plan and your Personal Development Vision has identified the following specific goals and objectives for you to achieve within (Time Frame) Date _____

Employee Signature _____ **Date** _____

Supervisor Signature _____ **Date** _____

- 7. Desired Equipment to assist or to improve in the performance of your duties.

- 8. My ideal position and career objective is:

- 9. If I could change anything about the department it would be:

- 10. My unique idea(s) to improve the department:

- 11. Do you understand that you can and should report any harassment, threats, sexual harassment, violence, etc. to your immediate supervisor, department director, HR, the City Attorney, City Manager, or Mayor?

******Our jobs can be stressful at times and can make our day-to-day duties difficult. Stress can manifest itself physically, emotionally, and behaviorally. Some signs of stress include; fatigue, nausea, profuse sweating, rapid heart rate, difficulty breathing, headaches, anxiety, irritability, depression, becoming withdrawn, inability to rest, and changes in activity. It is beneficial for employees to maintain balance in their lives to help reduce symptoms of burnout and/or possible health disorders. If you are experiencing symptoms of excessive stress, immediately contact your supervisor, /or utilizing the free and confidential Employee Assistance Program (EAP) provided by the department.**

Date Reviewed by Employee: _____ By: _____

Harrisville Police Department

Employee Performance Evaluation

Objective:

The formal performance evaluation system is designed to:

- Maintain or improve each employee's job satisfaction and morale by letting him/her know that the supervisor is interested in his/her job progress and personal development.
- Serve as a systematic guide for supervisors in planning each employee's further training.
- Assure overall consideration of an employee's performance and focus maximum attention on achievement of assigned duties.
- Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized.
- Assist in planning personnel moves and placements that will best utilize each employee's capabilities.
- Provide an opportunity for each employee to discuss job problems and interests with his/her supervisor.
- Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as promotions, disciplinary action, and termination.

Instructions:

Review the employee's work performance for the entire period; refrain from basing judgment on isolated events or recent events that do not fall within the evaluation period. Disregard your general impression of the employee and concentrate on one factor at a time.

Evaluate the employee on the basis of standards you expect to be met for their assigned job. Policy and individual personalities should also be considered. Example (someone who is driven to find narcotics may not spend their time doing traffic) Also we shall consider the length of time and experience on the job. Rate only those factors that are applicable to the job and include examples for each section. Mark the number that most accurately reflects the level of performance for the factors appraised using the rating scale described below:

Rating scale:

- 1= Performance, knowledge, skill level or abilities are **unacceptable** compared to position requirements
 - 2= Performance, knowledge, skill level or abilities are **consistently below** position requirements
 - 3= Performance, knowledge, skill level or abilities are **sometimes below** position requirements
 - 4= Performance, knowledge, skill level or abilities **meets** position requirements
 - 5= Performance, knowledge, skill level or abilities **sometimes exceed** position requirements
 - 6= Performance, knowledge, skill level or abilities **consistently exceed** position requirements
 - 7= Performance, knowledge, skill level or abilities are **superior** compared to position requirements
- N/A= **Not applicable**

* Any area rated at three or below and any area rated at six or above requires an entry in the comments section

Approved by the Harrisville City Council on 4/8/2025.

Harrisville Police Department Employee Performance Evaluation

Employee name: _____

Evaluation period: _____

Prepared by: _____

Unacceptable				Meets						
1	2	3	4	5	6	7			N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1. Appearance and department

Presents a professional, neat appearance in attire appropriate to assignment or activity. Follows the policy of the Harrisville City Police Department in the wearing of department uniforms. Instills confidence and respect of co-workers and the department through personal conduct and behavior which is professional and businesslike.

1	2	3	4	5	6	7			N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Attendance, punctuality, preparedness for duty

Arrives on time, fully prepared for all scheduled shifts and assignments. Attends all court, training, and other assignments on time. Completion of reports, evidence, etc. are in a timely manner. Utilizes sick time only when necessary. Plans time off and makes notifications well in advance and in conjunction with the Policy

1	2	3	4	5	6	7			N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Attitude, acceptance of direction, interpersonal skills

Maintains a positive attitude in general. Follows and carries out all directions and orders with a positive professional attitude. Responds positively to constructive criticism. Accepts ideas and approaches to solutions which are different from their own. Displays sensitivity, fairness, and patience when dealing with others. Refrains from insensitive or unprofessional remarks, gestures, writing, or other communications.

1	2	3	4	5	6	7			N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Initiative and tenacity

Maintains self-initiated activity at a level comparable to team / department average. Makes appropriate suggestions and offers solutions and assistance to other department employees. Motivates others by setting a positive example.

5. Judgment and decision making

1 2 3 4 5 6 7 N/A

Uses appropriate discretion when processing incidents. Displays common sense and makes sound decisions in general. Arrests reflect appropriate charges for elements present. Requires minimal supervision, but seeks help, clarification, or guidance when appropriate and before mistakes are made. Bases enforcement and investigative actions on sufficient facts and evidence.

6. Effectiveness under stress

1 2 3 4 5 6 7 N/A

Maintains a calm, controlled demeanor in high stress or hazardous situations. Makes logical, sound decisions and communicates effectively under pressure. Clearly recalls, articulates, and documents events or actions taken under high stress situations.

7. Knowledge

1 2 3 4 5 6 7 N/A

Understands and properly applies knowledge of current Harrisville City and Harrisville Police Department Policies. Takes appropriate action, utilizes proper procedures and investigative techniques with regard to Department policy, laws and City ordinances based on their knowledge. Is aware of and appropriately utilizes investigative resources and referral services within jurisdiction. Makes informed decisions, effectively allocates resources. Prioritizes the requirements of the Department while recognizing needs of the city and employees.

8. Safety

1 2 3 4 5 6 7 N/A

Completed required safety and harassment training. Wear the proper safety equipment when required by regulations. Report any unsafe situations or harassment to immediate supervisor or appropriate leadership.

9. Adherence to Department Policies*

1 2 3 4 5 6 7 N/A

Understands and adheres to Department Policies by completing Daily Training Bulletins, acknowledging policy updates and seeks out training and readily confers with peers or supervisors to clarify policy.

10. Report Writing/Review

1 2 3 4 5 6 7 N/A

Writes and/or reviews reports ensuring a complete, accurate report which is neat, professional, easy to read and understand. Completes all applicable sections, boxes etc. Accurately and legibly completes proper department forms without direction.

11. Investigations

1 2 3 4 5 6 7 N/A

Investigates incidents completely, thoroughly, and professionally. Generates and pursues all available investigative leads. Appropriately prioritizes and completes investigations in a timely manner. Utilizes proper questioning techniques during interviews and interrogations. Is aware of investigative resources and utilizes them when needed.

12. Traffic enforcement

1 2 3 4 5 6 7 N/A

Engages in a broad range of enforcement activities including vehicle equipment, parking ordinances, licensing, moving violations, and major offenses. Properly completes thorough accident investigations. Takes a proactive role by increasing traffic safety through identification and enforcement in problem areas.

13. Officer Safety

1 2 3 4 5 6 7 N/A

Suspect contacts are handled professionally, effectively and safely. Maintains a position of advantage whenever possible. Controls environment, recognizes danger, request assistance when needed. Does not hesitate to take action, maintains control, and utilizes the appropriate level of force necessary.

14. Equipment

1 2 3 4 5 6 7 N/A

Operates vehicles and other equipment safely and in accordance with Policy and Procedures. Maintains equipment and ensures it is good order and properly functioning. Reports damaged or unsafe equipment immediately to a supervisor. Demonstrates safe practices with equipment which minimizes the risk of damage or injury.

15. Technical skills, department-community involvement

1 2 3 4 5 6 7 N/A

Maintains a high level of proficiency or involvement in areas beyond requirements of his/ her normal assignment. For example, does employee demonstrate the willingness to pursue greatness above and beyond the standard set out by the Department. His/ her skills, additional involvement, or volunteerism are a benefit to the department and the community.

16. Effective Communication

1 2 3 4 5 6 7 N/A

Uses appropriate and professional communication skills, both written and verbal. Provides clear instructions, and ensures officers comply with departmental policies and procedures. Provides proper delegation, and positive interactions with officers and other staff. Facilitates negotiation, conflict resolution and decision making.

1 2 3 4 5 6 7 N/A

17. Leadership

Inspires and leads fellow team members; guides and motivates others toward achieving shared goals. Aligns departmental goals with broader organizational objectives. Fosters professional development and growth among team members.

1 2 3 4 5 6 7 N/A

18. Effectively addresses complaints regarding employee misconduct*

Investigates complaints and allegations of employee misconduct against officers completely, thoroughly, and professionally. Documents all complaints and/or allegations according to policy and promotes ethical behavior and standards. Provides complainant with appropriate conclusions or outcomes.

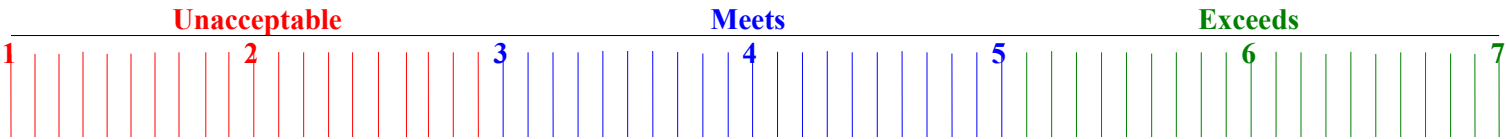
Substantiated employee complaints, corrective action plans, or discussion record entries received during this evaluation period:

Letters of commendation received during this evaluation period:

Achievements:

Corrective action plan required? Yes No
(must be attached if marked yes)

Overall evaluation for this period



Performance Summary

Employee comments:

Preparer name _____ DATE _____

Preparer name _____ DATE _____

Performance Evaluation Required Signatures

Evaluator _____ Date _____

Evaluator _____ Date _____

Chief Of Police _____ Date _____

Employee _____ Date _____

Professional Development Plan

Professional Development Plans are part of the Harrisville Police Department's Team efforts to assist employees in identifying individual needs, goals and commitments. They are completed by supervisors with the intent of enhancing personal growth to assist employees in achieving their greatest potential. Individual plans are included as part of the evaluation process to promote progress for professional development during a specific time period:

From: _____

To: _____

It would be helpful to the Harrisville Police Department Team if you continue demonstrating the following attitudes, skills and behaviors:

It would be helpful to the Harrisville Police Department Team if you start demonstrating the following attitudes, skills and behaviors:

It would be helpful to the Harrisville Police Department Team if you stop demonstrating the following attitudes, skills and behaviors:

It would be helpful to the Harrisville Police Department Team to identify your actions that inspire others to follow your positive examples of:

It would be helpful to the Harrisville Police Department Team for you to get additional training in the following categories or topics:

A comparison of this Professional Development Plan and your Personal Development Vision has identified the following specific goals and objectives for you to achieve within (Time Frame) Date _____

Employee Signature _____ **Date** _____

Supervisor Signature _____ **Date** _____

7. Desired Equipment to assist or to improve in the performance of your duties.

8. My ideal rank and career objective is:

9. If I could change anything about the Harrisville Police Department it would be:

10. My solution to any problems that I believe exists at the Harrisville Police Department are:

- 11.. My unique idea(s) to improve the Harrisville Police Department:

****** It has long been assumed that police work is the world's most stressful occupation. Police stress can manifest itself physically, emotionally, and behaviorally. Some signs of stress include; fatigue, nausea, profuse sweating, rapid heart rate, difficulty breathing, headaches, anxiety, irritability, depression, becoming withdrawn, inability to rest, and changes in activity. It is beneficial for police officers to maintain balance in their lives to help reduce symptoms of burnout and/or possible health disorders. If you are experiencing symptoms of excessive stress, immediately contact your supervisor, /or utilizing the free and confidential Employee Assistance Program (EAP) provided by the department.**

**First Responders First
Sara Allen 801-391-6683**



Please consider the unseen risks of being a police officer, and remember that it is important to maintain a balance in your life in regards to family, play, self and work. (No answer required).

Date Reviewed by Employee: _____ By: _____

Harrisville Public Work/Parks Employee Performance Evaluation

Objective:

The formal performance evaluation system is designed to:

- Maintain or improve each employee's job satisfaction and morale by letting him/her know that the supervisor is interested in his/her job progress and personal development.
- Serve as a systematic guide for supervisors in planning each employee's further training.
- Assure overall consideration of an employee's performance and focus maximum attention on achievement of assigned duties.
- Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized.
- Assist in planning personnel moves and placements that will best utilize each employee's capabilities.
- Provide an opportunity for each employee to discuss job problems and interests with his/her supervisor.
- Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as promotions, disciplinary action, and termination.

Instructions:

Review the employee's work performance for the entire period; refrain from basing judgment on isolated events or recent events that do not fall within the evaluation period. Disregard your general impression of the employee and concentrate on one factor at a time.

Evaluate the employee on the basis of standards you expect to be met for their assigned job. Policy and individual personalities should also be considered. Also we shall consider the length of time and experience on the job. Rate only those factors that are applicable to the job and include examples for each section. Mark the number that most accurately reflects the level of performance for the factors appraised using the rating scale described below:

Rating scale:

- 1= Performance, knowledge, skill level or abilities are **unacceptable** compared to position requirements
- 2= Performance, knowledge, skill level or abilities are **consistently below** position requirements
- 3= Performance, knowledge, skill level or abilities are **sometimes below** position requirements
- 4= Performance, knowledge, skill level or abilities **meets** position requirements
- 5= Performance, knowledge, skill level or abilities **sometimes exceed** position requirements
- 6= Performance, knowledge, skill level or abilities **consistently exceed** position requirements
- 7= Performance, knowledge, skill level or abilities are **superior** compared to position requirements
- N/A= **Not applicable**

*Any area rated at three or below and any area rated at six or above requires an entry in the comments section

Harrisville Public Works/Parks Employee Performance Evaluation

Employee name:

Evaluation period:

Prepared by:

Unacceptable				Meets						
1	2	3	4	5	6	7				N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1. Appearance and department

Presents a professional, neat appearance in attire appropriate to assignment or activity. Follows the policy of the Harrisville City in the wearing of department uniforms. Instills confidence and respect of co-workers and the department through personal conduct and behavior which is professional and businesslike.

	1	2	3	4	5	6	7			N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Attendance, punctuality, preparedness for duty

Arrives on time, fully prepared for all scheduled shifts and assignments. Attends all meetings, training, and other assignments on time. All reports, Safety Checks, etc. are completed in a timely manner. Utilizes sick time only when necessary. Plans time off and makes notifications well in advance and in conjunction with the Policy

	1	2	3	4	5	6	7			N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Attitude, acceptance of direction, interpersonal skills

Maintains a positive attitude in general. Follows and carries out all directions and orders with a positive professional attitude. Responds positively to constructive criticism. Accepts ideas and approaches to solutions which are different from their own. Displays sensitivity, fairness, and patience when dealing with others. Refrains from insensitive or unprofessional remarks, gestures, writing, or other communications.

	1	2	3	4	5	6	7			N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Initiative and tenacity

Maintains self initiated activity at a level comparable to team / department average. Makes appropriate suggestions and offers solutions and assistance to other department employees. Motivates others by setting a positive example.

5. Judgment and decision making

1 2 3 4 5 6 7 N/A

Uses appropriate discretion when completing inspections and as problems arise. Displays common sense and makes sound decisions in general. Requires minimal supervision, but seeks help, clarification, or guidance when appropriate and before mistakes are made. Bases inspections and/or complaints on facts.

6. Effectiveness under stress

1 2 3 4 5 6 7 N/A

Maintains a calm, controlled demeanor in high stress or hazardous situations. Makes logical, sound decisions and communicates effectively under pressure. Clearly recalls, articulates, and documents events or actions taken under high stress situations and with interacting with residents.

7. Knowledge

1 2 3 4 5 6 7 N/A

Understands and properly applies knowledge of current Harrisville City Policies as well as laws and city ordinances which affect their assignment. Takes appropriate action, utilizes proper procedures with regard to directives, state/safety laws and city ordinances based on their knowledge. Is aware of and appropriately utilizes resources.

8. Communication

1 2 3 4 5 6 7 N/A

Demonstrates professional, clear, and accurate communication between council, commission, coworkers, public, and other departments. Able to receive direction and execute what is asked.

9. Equipment

1 2 3 4 5 6 7 N/A

Operates vehicles and other equipment safely and in accordance with Policy and Procedures. Maintains equipment and ensures it is good order and properly functioning. Reports damaged or unsafe equipment immediately to a supervisor. Demonstrates safe practices with equipment which minimizes the risk of damage or injury.

10. Technical skills, department

1 2 3 4 5 6 7 N/A

Maintains a high level of proficiency or involvement in areas beyond requirements of his/ her normal assignment. For example, does employee demonstrate the willingness to pursue greatness above and beyond the standard set out by the Department. His/ her skills, additional involvement, or volunteerism are a benefit to the department and the community.

11. Safety

1 2 3 4 5 6 7 N/A

Safety/OSHA and Harrisville city regulations are followed and able to locate where to find said regulations. Completed required safety training and wears proper safety equipment when required by regulations. Reports unsafe situations to immediate supervisor or appropriate leadership.

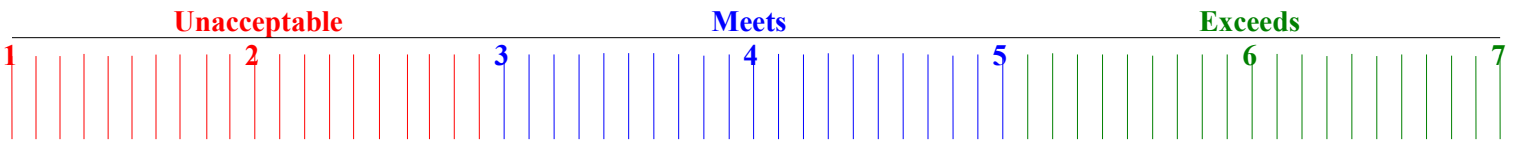
Substantiated employee complaints, corrective action plans, or discussion record entries received during this evaluation period

Letters of commendation received during this evaluation period

Achievements

Corrective action plan required? Yes No
(must be attached if marked yes)

Overall evaluation for this period



Performance Summary

Employee comments:

Supervisor _____ **DATE** _____

Performance Evaluation Required Signatures

Supervisor _____ Date _____

City Administrator _____ Date _____

Employee _____ Date _____

Professional Development Plan

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From: _____

To: _____

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It would be helpful to the Harrisville Public Works/Parks Department Team if you start demonstrating the following attitudes, skills and behaviors:

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It would be helpful to the Harrisville Public Works/Parks Department Team to identify your actions that inspire others to follow your positive examples of:

It would be helpful to the Harrisville Public Works/Parks Department Team for you to get additional training in the following categories or topics:

A comparison of this Professional Development Plan and your Personal Development Vision has identified the following specific goals and objectives for you to achieve within (Time Frame) Date _____

Employee Signature _____ **Date** _____

Supervisor Signature _____ **Date** _____

7. Desired Equipment to assist or to improve in the performance of your duties.

8. My ideal position and career objective is:

9. If I could change anything about the department it would be:

10. My unique idea(s) to improve the department:

11. Do you understand that you can and should report any harassment, threats, sexual harassment, violence, etc. to your immediate supervisor, department director, HR, the City Attorney, City Manager, or Mayor?

******Our jobs can be stressful at times and can make our day to day duties difficult. Stress can manifest itself physically, emotionally, and behaviorally. Some signs of stress include; fatigue, nausea, profuse sweating, rapid heart rate, difficulty breathing, headaches, anxiety, irritability, depression, becoming withdrawn, inability to rest, and changes in activity. It is beneficial for employees to maintain balance in their lives to help reduce symptoms of burnout and/or possible health disorders. If you are experiencing symptoms of excessive stress, immediately contact your supervisor, /or utilizing the free and confidential Employee Assistance Program (EAP) provided by the department.**

Previdence

Email: liaisons@previdence.com

Phone: 801-917-4377



Date Reviewed by Employee: _____ By: _____