

City of WASHINGTON TERRACE *Utah*

Regular City Council Meeting

Tuesday, August 15, 2023

5249 South 400 East

Washington Terrace, UT 84405

801.393.8681

www.washingtonterracecity.com

1. **WORK SESSION** 5:00 P.M.
Topics to include; but are not limited to:
 - Rohmer Park update and playground selection
2. **ROLL CALL** 6:00 P.M.
3. **PLEDGE OF ALLEGIANCE**
4. **WELCOME**
5. **CONSENT ITEMS**
 - 5.1 **APPROVAL OF AGENDA**
Any point of order or issue regarding items on the agenda or the order of the agenda need to be addressed here prior to the approval of the agenda
 - 5.2 **APPROVAL OF JULY 18, 2023, COUNCIL MEETING MINUTES**
6. **CITIZEN COMMENTS**
This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.
7. **NEW BUSINESS**
 - 7.1 **DISCUSSION/MOTION: APPROVAL OF THE ROHMER PARK PLAYGROUND DESIGN**
Continuation if needed of work session discussion concerning the design of the new Rohmer Park Playground.
 - 7.2 **DISCUSSION/MOTION: TO APPROVE THE PURCHASE AND INSTALLATION OF THE ROHMER PARK PLAYGROUND**
Approval of the purchase and installation of the Rohmer Park Playground if the design is approved on item 7.1
 - 7.3 **DISCUSSION/MOTION: APPROVAL TO EXTEND THE CONTRACT TO WILKINSON OUTDOOR MAINTENANCE FOR LANDSCAPING AND GROUNDS MAINTENANCE AGREEMENT**

7.4 PRESENTATION/ACTION: DESIGN PROPOSAL FOR THE ADAMS AVENUE PARCEL

The RDA owned property is located behind the Pleasant Valley Library on Adams Avenue.

8. COUNCIL COMMUNICATION WITH STAFF

This is a discussion item only. No final action will be taken.

9. ADMINISTRATION REPORTS

This is an opportunity for staff to address the Council pertaining to administrative items.

10. UPCOMING EVENTS

August 31st: Planning Commission Meeting (tentative)

September 4th: City offices closed for Labor Day

September 5th: City Council Meeting 6:00 p.m.

September 6-8: Utah League of Cities and Towns Convention – Salt Lake City

September 19th: City Council Meeting 6:00 p.m.

11 MOTION: ADJOURN INTO CLOSED SESSION

- To discuss the character, professional competence, or physical or mental health of an individual.
- Strategy session to discuss pending or reasonably imminent litigation
- Discussion regarding deployment of security personnel, devices, or systems
- Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimate value of the property under consideration or prevent the public body from completing the transaction on the best possible terms.

12 ADJOURN THE MEETING: MAYOR ALLEN

13 REDEVELOPMENT AGENCY MEETING (The RDA meeting will be held immediately following the regular meeting)

City of Washington Terrace

Minutes of a Regular City Council meeting Held on July 18, 2023

City Hall, 5249 South 400 East, Washington Terrace City, Utah

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

Mayor Mark C. Allen
Council Member F. Carey Seal
Council Member Jeff West
Council Member Jill Christiansen -Excused
Council Member Scott Barker - Excused
Council Member Randy Ferlin
Finance Director Shari' Garrett
City Manager Tom Hanson
City Recorder Amy Rodriguez

Others Present

Mike Lawrence, Michael Thomas

1. WORK SESSION

5:00 P.M.

Topics to include; but are not limited to:

- City Survey planning discussion

Hanson stated that Qualtrics will be working with the city with city survey and information. Hanson stated that he would like to create a culture of feedback , with one way being through surveys. He stated that he would like a culture of feedback to help create trust between residents and city government. He stated that it is important to follow up on feedback through education, action, or following up with residents. He stated that we need to be ready to interact with the survey participants.

Hanson stated that his goal is to meet with Red Pepper/Qualtrics the week of the 24th to have the first Implementation call and set a contract date.

Hanson presented the Qualtrics Platform Overview. Hanson stated that Qualtrics is cloud based and most Streamlined. He stated that the intent is to collect the data and hear what is being said. He stated that The analytics will help put the information together to see what the data is telling us. He stated that Qualtrics will be able to analyze the data and then we can act.

Council Member West asked how are people heard if they are unable to use the internet. He asked if they would be able to call in and speak with someone.

Mike Lawrence stated that data collection is very profitable. He asked how they were vetted and what they would do with the data. He stated that he wanted to know how to validate that these people are residents within the city and suggested one vote per one water bill/household. Hanson stated that the company is well vetted as far as their security and they are obliged to use it only for our work. Council Member West commented that we would get more participants and honest answers if participants were anonymous. Hanson stated that it would be interesting to see if the utility account number activates a randomized number. Council Member Ferlin stated that the information we are looking for is to help us guide discussions. He

46 stated that the questions are not personal questions. He stated that surveys help build discussions, not
47 decisions. Council Member Ferlin stated that Qualtrics is used by universities and many other established
48 entities.

49 Council Member Seal stated that Qualtrics should have a basic list of what they have used for other cities and
50 we can take from there to create our own list. Council Member Ferlin stated we could start a resident and
51 friends of Washington Terrace list and allow non-residents to comment, as they have insight to some of our
52 issues and programs, but could be used to help teach us on issues.

53

54 Hanson would like to start an annual survey by Council retreat. Hanson stated that surveys can be used for
55 City employee surveys, recreation programs, public work surveys, as well as other applications. Hanson
56 Stated that he hopes that we get a tremendous amount of information that is statistically viable.

57 Council Member Seal stated that the survey has to pertain to the City and what is best for everyone. He
58 stated that we have to do the best we can up front to help make sure this is done right.

59

60 Council Member Ferlin stated that we could use a few vetting questions for survey feedback. Council
61 Member West stated that there is an opt out option to have your information not identified. He stated
62 that there are methods to keep information private.

63

64 Mike Lawrence stated that he finds this a breathe of fresh air and applauds Council for looking into this and
65 Listening to the community and restoring trust. Hanson stated that it was approved for around \$14,000 for the
66 First year and then \$7000 yearly. Mike Lawrence stated that residents only want to be heard and this is a
67 great way to be hear.

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MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

Mayor Mark C. Allen
Council Member F. Carey Seal
Council Member Jeff West
Council Member Jill Christiansen -Excused
Council Member Scott Barker - Excused
Council Member Randy Ferlin
Fire Chief Clay Peterson
Public Works Director Jake Meibos,
City Manager Tom Hanson
City Recorder Amy Rodriguez
Lt. Ryan Colby, Weber County Sheriff

Others Present

Michael Thomas, Mike Lawrence, Shirley and John Miller, Amy Miller, Kathleen Craynor, Jim Craynor, Zunayid Zishon, James Bee, Kiersten Mitchell, Phil Marchant, Katy Ross

2. ROLL CALL 6:00 P.M.

3. PLEDGE OF ALLEGIANCE

4. WELCOME

5. CONSENT ITEMS

5.1 APPROVAL OF AGENDA

5.2 APPROVAL OF JUNE 20, 2023, COUNCIL MEETING MINUTES

Items 5.1 and 5.2 were approved by general consent.

6. CITIZEN COMMENTS

James Bee and Kiersten Mitchell, representing Freemont High School and the FFA and 4H Clubs, spoke to Council on the Program. Bee stated that the Junior Livestock Association portion of the fair is now a non profit and is called the Weber County Livestock Association. He stated that the Association would like for everyone to come out to the fair and support the kids who have worked so hard on their projects. He asked that Council reach out to their neighbors and encourage them to come out to the fairs, because the purpose of the projects is for the youth to learn new skills through citizenship, and responsibility that will help them in their futures..

Mayor Allen stated that he encourages everyone to attend the fair and the auction. Bee and Mitchell stated that they have been doing this since they were 9 and 10 years old and they both show steers at the fair and other auctions. Mayor Allen stated that a lot of life skills are learned through the clubs.

Zunayid Zishon asked about the meeting streaming process that is underway and was wondering on a

136 timeline. He stated that several residents, including himself, are excited for the project. Hanson stated that
137 he is still working with some vendors and are testing audio at this time, but are moving ahead with the
138 project.

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140 Shirley Miller thanked Council for recognizing Juneteenth and putting it on the calendar. She stated that
141 she noticed that there are vacant spots in Washington Terrace and asked if we are planning on putting up
142 big complexes within the city. Mayor Allen stated that there are no plans at this time, as space is limited.
143 He stated that he does not think that we have the space to put up big complexes within the city.

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146 **7. NEW BUSINESS**

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148 **7.1 MOTION/ORDINANCE 23-07: AN ORDINANCE ADOPTING THE FRANCHISE**
149 **AGREEMENT WITH ALL WEST/UTAH INC. FOR CERTAIN FIBER OPTICS**
150 **FACILITIES**

151 Hanson stated that he has been working with All West on the franchise agreement. He stated that they will
152 be installing fiber optics within the city, simultaneously with Connex Fiber. He stated that their
153 connections are all boring. He stated that the agreement protects the City. He stated that the install is
154 covered for three years after install. Hanson stated that the city does not have to pay or co-sign to make
155 fiber available to the residents.

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157 **Motion by Council Member Seal**
158 **Seconded by Council Member West**
159 **To approve Ordinance 23-07 adopting the**
160 **Franchise agreement with All West/Utah Inc. for**
161 **Certain fiber optic facilities**
162 **Approved unanimously (3-0)**
163 **Roll Call Vote**
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165 **7.2 PRESENTATION: FIRE DEPARTMENT QUARTERLY REPORT**

166 Chief Peterson reported to Council on the quarterly statistics. He stated that we are still at 22 percent volume
167 of calls to the four nursing facilities. Chief Peterson stated that he was happy to report that there were no fires
168 in Washington Terrace on the fourth of July. Chief Peterson stated that it has been very hot lately and things
169 are drying up. He is not sure how the 24th will proceed. Chief Peterson stated that if there are multiple shots
170 going off on an aerial, they are most likely legal, however if there is just one stray ariel, this is most likely
171 illegal. Chief Peterson stated that roman candles, bottle rockets, and single shots are illegal in Utah. Chief
172 stated that those are hard to catch because by the time they see them and head in the direction of the
173 firework, the perpetrator has gone inside. Chief Peterson stated that there is new legislation coming up within
174 the next year.

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176 He stated that there will be training at Washington Terrace Elementary during August 1st- 3rd. He stated that
177 there will be a county training at Weber Stated on August 23rd, in which the Department will participate.
178 Chief stated that we are looking good for our ISO class four rating. He stated that the inspection was held this
179 week and he should have the report ready for the next quarterly meeting.

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181 **7.3 PRESENTATION: SHERIFF OFFICE QUARTERLY REPORT**

182 Lt. Ryan stated that they held the Weber County golf tournament in June. He stated that the traffic
183 Unit did a great job during the Terrace Days parade. He stated that the street crime unit joined the traffic unit
184 during the nighttime events.

185 Lt. Ryan stated that they participated in the car show in June.

186 Lt. Ryan stated that the second annual trunk or treat will be held in October at a larger location. Date will be
187 given once decided.

188 Lt. Ryan stated that there were just routine calls for the quarter. He stated that there was a lot of activity for
CC Minutes 07-18-23

the street crimes division which affects the City.

Lt. Ryan stated that there were several big events this quarter. He stated that over 5000 fentanyl pills were seized around Easter that was hidden among candy. He stated that agent Capone was also instrumental in seizing a shipment later in April within Washington Terrace.

Lt. Ryan stated that calls for service are lower for this quarter, but expects calls to rise next quarter, as the heat brings more people outside and incidences occur.

7.4 PRESENTATION: ANIMAL CONTROL QUARTERLY REPORT

The South Ogden Officer reported to Council on activities for the quarter. She stated that there were 16 total intakes for the month. She stated that several confiscated dogs were abandoned by the owner when she sold the house and left the dogs. She stated that two dogs were confiscated from a house that was breeding dogs and had five puppies. She stated that they were not responsible owners. She stated that they have received calls from people wanted them to go door to door to control barking. She suggested an article in the newsletter explaining the barking ordinance.

She suggested reexamining our ordinance concerning kennel/breeding licenses, as it is worded that it is allowed, when it is not.

7.5 PRESENTATION/MOTION: FINAL APPROVAL OF THE PICKLEBALL COMPLEX PHASE TWO CONTRACT CHANGE ORDER

Meibos presented to Council, noting that there has been progress with the pickleball court. He stated that the project bid came in over budget last year, so the scope was reduced to accommodate the grant funding available, which was \$500,000.

Meibos stated that this change in scope allowed us to apply for a phase two grant in which we received RAMP funding for \$647,000. This extra funding has allowed us to add the items taken out back into the project. This resulted in a change order of \$572,425 to phase one, benefiting the city and the contractor.

Meibos stated that there is no financial impact to this change order, as the project will stay within budget.

Mayor Allen and Meibos noted that E.K.B has been very patient through this process and have been great to work with.

**Motion by Council Member West
Seconded by Council Member Seal
To approve the change order to the
Pickleball Complex As presented
Approved unanimously (3-0)**

7.6 PRESENTATION: UPDATE ON THE MODERATE INCOME HOUSING REPORT

Hanson stated that we are obligated to consider options for Moderate Income Housing, including High density housing. Hanson stated that we have an obligation to encourage Moderate Income Housing within the city. Hanson stated that it is development driven, not Council driven.

Hanson stated that our three obligations are 1. Review and consider rezoning requests 2. Create or allow for a reduced ADU in residential zones. Hanson stated that 16 ADU requests were reviewed, however, 9 are still pending licenses. 3. Zone or rezone for Moderate Income Housing near commercial properties near transportation throughways. Hanson stated that no application requests were received this year.

Hanson stated that he presented the report to the state, per law.

Council Member clarified that we do not really have a lot of land or capacity to do this. Hanson stated that we have a solid moderate income housing inventory for people, noting that we are not zoning out moderate

income housing. Hanson stated that there are inflationary costs that impact this.

7.7 DISCUSSION/MOTION: APPROVAL TO CREATE A PART-TIME CODE ENFORCEMENT OFFICER POSITION

Hanson stated that during the budget process we received direction to move forward with creating a part time enforcement officer. Hanson stated that we have begun recruitment processes. Hanson stated that we would like Council to specifically approve the position. It will be up to twenty hours per week. He stated that this position will work with our team and hopefully we can see some results with challenging areas.

**Motion by Council Member West
Seconded by Council Member Ferlin
To approve the creation of a part time
Code enforcement officer as an official position
Approved unanimously (3-0)**

7.8 PRESENTATION: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT PROPERTY TAX INCREASE: LEGISLATIVE REPORTING CRITERIA

Mayor Allen presented on behalf of Sewer Improvement District, announcing that there will be a truth and taxation at the Central Sewer Improvement District. Mayor Allen stated that 30 million gallons of sewer was produced per day during the last few months. Mayor Allen stated that the facility has not had a sewer fee impact since 2012. He stated that the District is run very efficiently. He stated that the chlorine that is used to treat the sewer has increased in cost by 184 percent. He stated that natural gas is increasing as well, up to 13.5 percent for this year. Mayor Allen stated that the District is making Improvements and will stop using chlorine within the next two years.

Mayor Allen stated that there are 57 miles of collection pipe in Weber County, and several in Washington Terrace City.

He stated that there are 34 full time employees at Central Weber. He stated that it costs \$17.4 million per year to run the treatment facility.

Mayor Allen stated that it is expensive to treat wastewater and it is necessary for the District to ask for a small tax increase. Mayor Allen stated that an 8.73 percent increase is proposed. (estimated at \$16.00 increase per year)

Mayor Allen stated that there will be a truth in taxation meeting for the District on August 14th at 6:00 p.m. at the offices of Central Weber Sewer District in Marriott-Staterville. Mayor Allen stated that there are many truth and taxations this year throughout cities and special districts, noting that Washington Terrace City is not one of them.

8. COUNCIL COMMUNICATION WITH STAFF

Council Member Seal presented on the Mosquito Abatement Board. He stated that the total area sprayed by plane in June 2022 was 477 acres, and this year it was 835 acres. He stated that manual spraying is almost the same. He stated that the mosquito spraying that is completed by drones has double since last year due to the flooding and other issues. He stated that there was not any West Nile virus found in Utah this year.

Council Member West asked about the progress on the storage facility on 5000. Hanson stated that there is nothing happening at this time.

Council Member West asked if the auto repair shop on 4400 is under new ownership. Hanson stated that he spoke with the new owner concerning the weed and vehicle violations. He stated that the owner will be taking vehicles off his property. He stated that Seaman was also working with the new owner to clean up the property.

Council Member Ferlin thanked staff for their work on the survey software, streaming software, and the fiber optics, noting that many residents are excited for the fiber optics.

Council Member Ferlin stated that the public works crew were operating very efficiently, quickly, and were very respectful of the residents on sewer cleaning in his area.

Council Member Ferlin stated that Grava has done a great job allocating funds that have been received by private donations. He stated that there are new baseball bats, new equipment, new safety equipment, new basketballs. He stated that Grava took care of the areas that needed the support most and does a great job.

9. ADMINISTRATION REPORTS

Hanson stated that staff sent out a brochure concerning the new AMI meter system. He stated that the intent is to protect the resident in case of water leaks or issues. He stated that it will help with efficiency on water issues. Hanson stated that the intent is to increase safety and allow us to be on a higher level of service to help residents with water issues in real time.

Hanson stated that we are not immune to inflation, which causes inflationary components in our utility bills to increase as well.

Hanson stated that we are looking forward to the arrival of a part time code enforcement officer, who will hopefully be encouraging and helpful and not just bring down the hammer.

10. UPCOMING EVENTS

July 24th: City Offices closed for Pioneer Day

July 27th: Planning Commission (tentative) 6:00p.m.

August 1ST : City Council Meeting 6:00p.m.

August 15th: City Council Meeting 6:00 p.m.

11. ADJOURN THE MEETING

**Motion by Council Member West
Seconded by Council Member Seal
To adjourn the meeting
Approved unanimously (3-0)
Time: 7:23 p.m.**

Date Approved

City Recorder

City Council Staff Report



Author: Carlos Grava

Subject: Rohmer Park South End Project – Phase 2 Playground Design & Purchase

Approval

Date: 08/15/2023

Type of Item: Approval

Summary Recommendation: Approval and commitment to the funds needed for the playground option approved by the council.

Description: Staff would recommend the approval of the playground option two design due to its wide range of components for most age groups we see playing in our parks. The staff also recommended the purchase approval of this equipment due to the requirement of RAMP grant to have a recreational element in the project and because this vendor is under state contract and is the best option compared to other vendors.

- A. **Topic:** Rohmer Park South End Project - Phase 2 - Playground design selection and purchase approval.
- B. **Background:** This playground is part of Phase Two of the Rohmer Park South End project and is a recreation requirement from the RAMP Grant that granted the funds requested.
- C. **Analysis:** Due to supply chain challenges and inflationary impacts, the costs for the playground increased compared to the fund's initial budget, but working with the vendor and working within the project budget, we have this equipment funded, and the approval of its purchase in this session is crucial to secure the best costs for this equipment.
- D. **Fiscal Impact:** We already have this equipment budgeted at \$227,452.00 and funded through our phase 2 budget and RAMP grant. The ongoing operations & maintenance are minimal for the first years, with parts being under warranty and the soft surface needing to be replenished once a year pending usage, with an estimated cost between \$500.00 and \$800.00 per year.
- E. **Department Review:** City Manager, Parks & Recreation, and Finance.

Alternatives:

- A. **Approve the Request:** Staff is recommending the approval and commitment to this playground purchase for the Rohmer Park South End Project Phase two playground.
- B. **Deny The Request:** Denying the request will culminate in a stall of the project until another solution or version of the playground is bided, selected, and brought to the council for approval to satisfy the contract requirements of the RAMP Grant to keep the funds awarded.
- C. **Continue the Item/Impact:** Delaying the purchase of the playground at this time will affect the completion of phase two of the project, RAMP grant issues if the RAMP commission does not approve an extension and culminating in a possible inflationary impact due to the fluctuation of the material prices used on this equipment.

City Council Staff Report



Author: Jake Meibos

Subject: Extension of Landscape and Grounds Maintenance Agreement

Date: 8/15/2023

Type of Item: Discussion / Approval

Summary Recommendation: Council approval for the Extension of the Landscape and Grounds Maintenance Agreement.

Description:

- A. **Topic:** Approve the extension and modifications to the Landscape and Grounds Maintenance Agreement with Wilkinson Outdoor Maintenance.
- B. **Background:** Wilkinson Outdoor Maintenance (Chris Wilkinson, owner) has been maintaining the landscape and Grounds for over 20 years. Chris has proven to maintain the Landscape and Grounds needs year after year with a high level of service and dedication. Chris has upheld all the terms in the current agreement.
- C. **Analysis:** In 2020, Wilkinson Outdoor Maintenance Agreement was extended for an additional 3 years. The current agreement expires December 31, 2023.

The Contracting and Purchasing Policy states that all contracts over \$25,000 require City Council approval. Contract over \$25,000 awarded through the formal bidding process.

Exceptions- Certain contracts for goods and services shall be exempt from bidding provisions. The City Manager or designee shall determine whether or not a particular contract or purchase is exempt as set forth herein.

5. Extension and/or renegotiation of a contract where the extension is in the best interest of the City. Consideration for best interest include, but no limited to: value, cost, savings, past performance, resource conservation, supply chain, institutional knowledge, and market considerations. Convenience is not cause for an extension. An extension under this policy may be granted based upon the considerations herein, regardless of automatic extensions that may be in the term of a contract. An extension is justified when the City Manager recommends to the City Council for approval extension considerations that provide determinable benefits in the best interest of the City.

Staff has found it to be in the best interest to the City to Extend and renegotiate the agreement for a 5 year term based on past performance, institutional knowledge, level of service, and cost benefit.

Staff has renegotiated several terms of the agreement. See attachment.

D. **Fiscal Impact:** The amount of this Agreement for the Landscaping maintenance during 2024 shall be \$169,646.23. The Agreement amount shall automatically increase each year by 3% through 2028 and each year extension thereafter.

E. **Department Review:** Public Works Director, City Manager, Parks and Recreation Director.

Alternatives:

A. **Approve the Request:** Staff is recommending Council to approve the extension of the Landscape and Grounds Maintenance Agreement to Wilkinson Outdoor Maintenance for 5 years, 2024-2028.

B. **Deny The Request:** Denying the request staff would be required to exercise the formal bid process. If another contractor was awarded the agreement the city would forfeit 20 years of institutional knowledge, risk performance and level of service.

C. **Continue the Item/Impact:** Continuing the item would prolong the agreement award to Wilkinson Outdoor Maintenance.

LANDSCAPING AND GROUNDS MAINTENANCE AGREEMENT

City of Washington Terrace

WHEREAS, the City of Washington Terrace, a municipal corporation (hereafter the “CITY”) desires to enter this Landscaping and Grounds Maintenance Agreement (hereafter the “AGREEMENT”) with an independent contractor for certain landscape maintenance work and

WHEREAS, WILKINSON OUTDOOR MAINTENANCE, P.O. Box 9199, Ogden, UT, 84409-0166, Utah, (hereafter the “CONTRACTOR”), desires to perform landscape maintenance work for the CITY,

NOW THEREFORE, the CITY and CONTRACTOR mutually promise, covenant, and agree to the following contractual terms, to-wit:

1. That CONTRACTOR represents and in fact does have a valid state license for landscape and yard maintenance as required by the State of Utah, a pesticide license/certification, and is in good standing with the Utah Division of Occupational and Professional Licensing.
2. CONTRACTOR has and shall maintain a comprehensive general property and general liability insurance policy of at least \$1,000,000.00 to insure and indemnify the CITY from all liability in connection with CONTRACTOR’S performance of the duties required in this contract to provide maintenance and repair work for the CITY. Proof of said insurance shall be provided to the CITY. In addition hereto, the CONTRACTOR shall provide all insurance in the types and amounts required by Exhibit ”A” which is attached hereto and incorporated herein by this reference.
3. CONTRACTOR shall also maintain Worker’s Compensation insurance, and unemployment insurance for his employees in accordance with State law. CONTRACTOR shall submit a certified letter annually stating that all his employees have proper legal status, including current green card/immigration status, and that Utah Bureau of Criminal Identification (BCI) background checks have been conducted for his employees working within the CITY.
4. The initial term of this AGREEMENT is for a period of five (5) years, commencing **January 1, 2024, and ending December 31, 2028**. At the end of this period this AGREEMENT may be extended for up to three (3) years upon the written agreement of the CITY and CONTRACTOR.
5. **The amount of this AGREEMENT for landscaping maintenance during 2024 shall be \$169,646.23. The AGREEMENT amount shall automatically increase each year by 3% through 2028 and each year extension thereafter.** AGREEMENT payments will be spread through the calendar year beginning in **January 2024**, with 2.90% paid for the months: January, February, November, and December; 7.75% paid for the month of March; and

11.52% paid for the months: April, May, June, July, August, September, and October with the residual balance included in the December payment. **If contract work is not completed during the growing season, then all payments will be refunded by the contractor for the calendar year.**

6. The work season shall span the growing season and fall cleanup, commencing no later than the time to be prepared for the April 15th water startup and ending as late as the end of November. Sprinkler systems to be winterized and blown out after the water shut off date. The CONTRACTOR shall also be available for consultation with Public Works personnel throughout the year.
7. Payments shall be on a monthly basis and shall be made upon invoice from CONTRACTOR and shall be paid within 30 days after receipt of invoice, not to exceed the fixed price amount for each year as set forth in Paragraph 5.
8. This AGREEMENT may be terminated by either party upon ninety (90) days written notice to the other party for just cause, i.e., work performance. However, each party shall be responsible to perform their respective duties under this contract during said ninety (90) day period.
9. CONTRACTOR agrees to perform in a competent manner to the satisfaction of the CITY the following described services for maintenance of landscaped areas in the CITY, to-wit:
 - a. Mow all lawn areas once a week. Collect all grass clippings at City Hall/Roundabout Area. All lawns and **xeriscape areas** to be left in a “clean and neat manner.” This will require some lawn grass clippings be collected where “puddles” of grass accumulate but allows grass mulching most of the time.
 - b. Trim and edge all lawn areas at time of mowing.
 - c. The CONTRACTOR shall collect, remove, and dispose all grass clippings, trimmings, and other yard waste material. The CONTRACTOR is responsible for proper disposal of these wastes and their associated fees. (No dumping at Rohmer Park is allowed.)
 - d. Water all lawn and garden areas as needed to keep green and healthy. Avoid over watering. **Practice water conservation methods as directed by the CITY.**
 - e. Provide and plant small shrubs and plants and flowers for all parks and flowerbed areas annually.
 - f. Weed all shrubs and flower beds and **xeriscape areas** as needed or at least two (2) times a month.
 - g. Provide at least one (1) application of an effective Herbicide to all lawn areas each growing season and additional applications as needed and agreed upon by the CITY and CONTRACTOR. The CONTRACTOR is to use Pesticides and Herbicides judiciously. Proper licensing is required. The CONTRACTOR is to maintain a log of the type, quantities, dates, and location of Pesticide and Herbicide applications.
 - h. Prune trees and shrubs as necessary to control growth, a minimum of two (2) times a year.
 - i. Replace, at CONTRACTOR’S expense, any trees or shrubs that are damaged by

the CONTRACTOR.

Fertilize all lawn and plant areas three (3) times a year, as appropriate during the season, with a slow-release Fertilizer. Application rate shall be a minimum one (1) pound of nitrogen/1000 square feet/application and shall include potassium concentrations sufficient to maintain plants under drought conditions. The CONTRACTOR is to maintain a log of the type, quantities, dates, and location of Fertilizer applications.

- k. Provide continuous and general sprinkler system maintenance during the year, including, but not limited to:
 - 1: Providing quality replacement parts for sprinkler system.
 - 2: Labor to install sprinkler parts.
 - 3: Load and check sprinkler lines.
 - 4: Maintain/clean secondary water system filters as needed.
 - 5: Repair sprinkler system as needed.
 - 6: Adjust and clean sprinkler heads.
 - 7: Repair any water lines that are four (4) inches or smaller.
 - 8: Winterize sprinkler system.
 - l. All work must meet the approval of the Public Works Director and/or the Leisure Services Director.
 - m. Arrange and weed all soft-fall playground areas weekly.
 - n. Work with the Leisure Services Director to prepare/repair effected park areas as needed, be flexible with scheduled events.
 - o. Remove trash from lawns and parking areas, including leaf removal.
 - p. Special beautification:
 - 1: Clear grass clippings from sidewalks, curbs, and parking lot areas.
 - 2: Treat for noxious weeds. Apply effective herbicide along sidewalks and parking lot/curb edges as needed.
 - 3: Treat for Johnson grass, crab grass, etc. at City Hall/Roundabout Area to eradicate problem.
 - q. Trim shrubs, hedges, and brush along fence lines one time per year. Include entrances to Van Leewuen, Detention Basin, and Senior Center Parks and along 4700 South, east end, north side.
 - r. Aerate lawn areas as needed. Aerate baseball diamond infields and soccer fields at Rohmer Park at least one (1) time per year.
10. Landscape maintenance of improvements to unimproved or additional open space areas will be negotiated between the CITY and CONTRACTOR as needed, modifying the amount set forth in Paragraph 5.
11. CONTRACTOR is to provide all tools, equipment, and materials necessary to perform this agreement, together with all necessary personnel and manpower to satisfactorily provide maintenance services.
12. CONTRACTOR agrees to comply, at contractor's expense, with all State or Federal Laws in effect relating to withholdings for employees and agrees to provide workman's compensation for all contracted employees through duration of this AGREEMENT.
13. CONTRACTOR agrees to indemnify, defend and hold harmless the CITY from

any and all liability, claims, suits, damages, fees, fines, costs and attorneys or causes of action, of every kind or nature, which arise from, or are in anyway related to, CONTRACTOR'S Performance and completion of this Agreement, or the CONTRACTOR'S failure of the same, by CONTRACTOR or by its agents and employees.

14. a. The CITY agrees to pay for any parts and repairs necessary for delivery of water to the CITY'S sprinkling systems and any line over four (4) inches in size. CONTRACTOR shall be responsible for parts and repairs to any line four (4) inches or smaller and shall warranty all such work and material for the duration of the contract and be subject to final inspection at the termination of contract.

b. CONTRACTOR not responsible to maintain lines under asphalt surfaces.
15. All work to be completed to the satisfaction of the CITY in a safe and workmanlike manner. The CONTRACTOR shall provide proper supervision of all contracted employees.
16. All work required to be performed by this AGREEMENT shall be completed between the hours of 6:00 a.m. and 10:00 p.m., Monday through Saturday. Extraordinary circumstances may require after-hours and/or Sunday work when authorized by the CITY.
17. Attorney's fees and court costs shall be awarded to the prevailing party arising from any dispute under this AGREEMENT.
18. Should any portion of this AGREEMENT be deemed unenforceable for any reason, the remaining portions shall remain in full force and effect, as long as each party to the Agreement receives the material portion of their bargain and benefit thereto.
19. This AGREEMENT represents the entire AGREEMENT of the parties and any oral statement or other statement or understanding that is not included in this AGREEMENT is invalid and unenforceable whatsoever.

DATED this ____ day of _____, 2023.

MARK C. ALLEN, Mayor
CITY OF WASHINGTON TERRACE

CONTRACTOR SIGNATURE

ATTEST:

AMY RODRIGUEZ, City Recorder

City Council Staff Report



Author: Tom Hanson

Subject: Design Concept for 5580 S. Adams Ave

Date: Aug 15, 2023

Type of Item: Discussion / Action

Summary Recommendation: The RDA oversees the sale and development of the property at 5580 S. Adams Avenue on behalf of the city. This property has remained empty for quite some time, and finding a viable plan for commercial development has been a challenge. However, in recent months, our team has been collaborating with a developer who's keen on establishing a mixed-use development for this property. The mixed-use concept is appealing because it allows us to achieve our goals of introducing a commercial aspect to the property while also making the residential part profitable.

Over the last few years, it has become clear that a mixed-use approach not only supports the development's financial investment but also offers a sustainable way to create more quality housing in an area where high-density housing can be comfortably accommodated without negatively impacting low-density housing areas. From an economic development perspective, this mixed-use approach aligns with the Strong Town initiative, leading to a healthier property value and the maximization of taxable values.

Description:

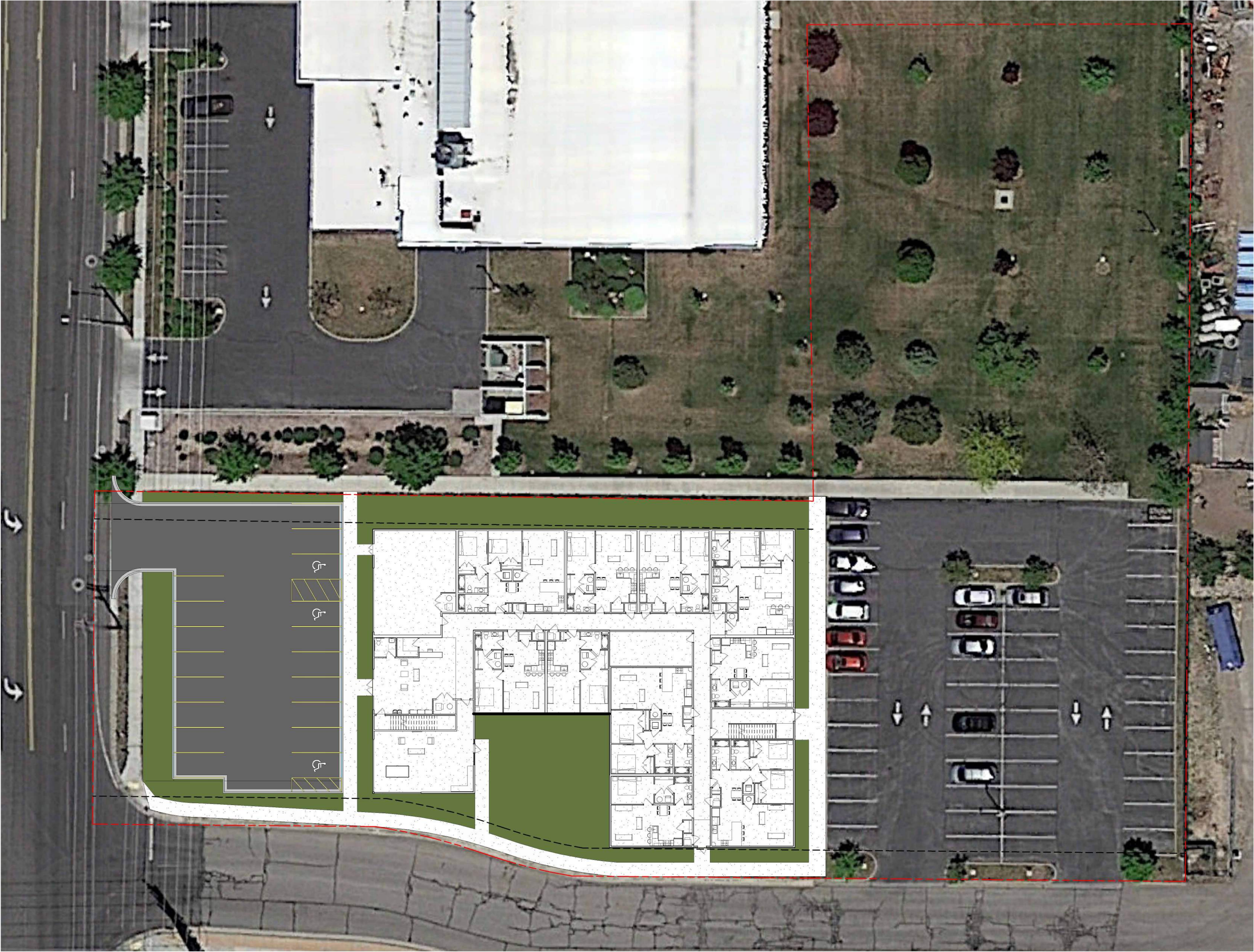
- A. **Topic:** Design Recommendations for 5580 Adams Avenue. Staff are requesting general guidelines regarding the basic concept to high density housing in specific areas of the city. This product just happens to be one that is currently being presented.
- B. **Background:** The property located at 5580 S. Adams Avenue has been vacant for many years with little to no interest in commercial development. The staff has been working on several options for the development of the property with no tangible success. However, there may be a bright horizon as we consider a mixed-use design approach for the development of the property.
- C. **Analysis:** Mixed use development brings together Class A office space with the intentional addition of residential high-density housing. The Strong Towns approach benefits a city's tax base by promoting fiscally responsible development that generates sustainable revenue streams.

Instead of focusing on large-scale projects that often lead to high maintenance costs, the approach encourages incremental growth that maximizes the use of existing land or infrastructure. As a result, the city can allocate resources more efficiently, enhancing its financial stability.

Additionally, the Strong Towns approach emphasizes the development of mixed-use neighborhoods, which can increase property values and attract businesses. This diversification of land use not only expands the tax base but also creates vibrant,

walkable communities that are attractive to both residents and investors. By prioritizing projects with long-term financial viability, Strong Towns helps cities avoid the pitfalls of overextended growth and positions them for sustained economic prosperity.

- D. **Fiscal Impact:** Staff will conduct an analysis to determine the impact on the city both on the positive and negative aspects of such a development. We will be considering everything from taxable value to sales tax income and of course the impact to utilities.
- E. **Department Review:** An important aspect of this or any other high-density project is whether it is in the overall interest of city leadership. Staff feels that if the project is in an area that does not negatively impact single family units it could be a design concept that would benefit the city.



With Updated main floor unit count drops to 34 +/-

ZONE: C-1 COMMERCIAL

SITE AREA: 73,441 S.F. (1.68 ACRES)

PARKING REQUIREMENTS:
RESIDENTIAL: 2 STALLS/UNIT
OFFICE: 1 STALL/300 S.F.

UNIT COUNT

LEVEL	1-BED (680-750 S.F.)	2-BED (1,165 S.F.)	TOTAL
1	6	4	10
2	8	5	13
3	8	5	13
TOTAL	22	14	36

TOTAL PARKING REQUIRED:

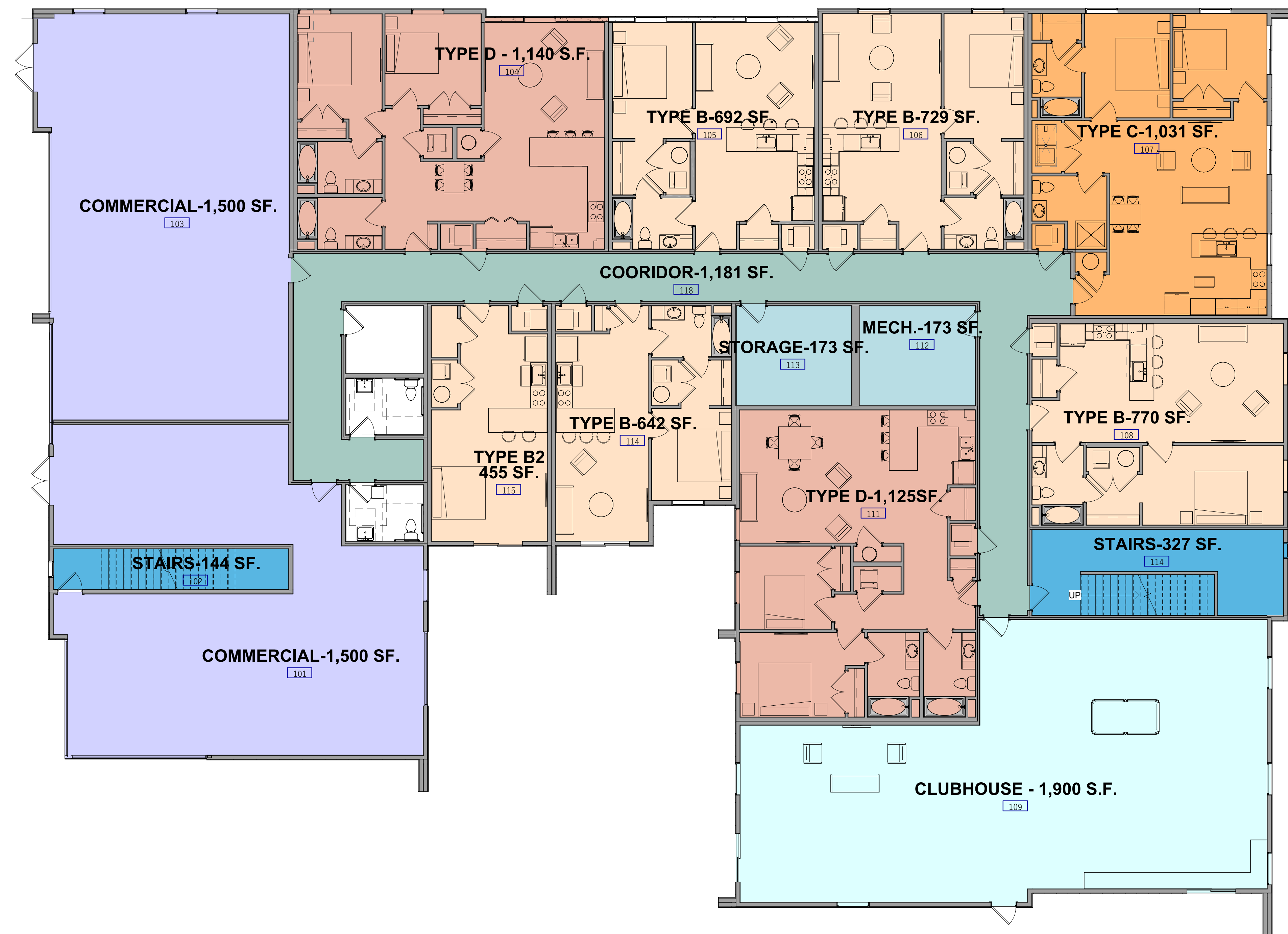
RESIDENTIAL: 36 X 2 = 72 STALLS
COMMERCIAL: 1,200 S.F. / 300 = 4 STALLS
TOTAL: 76 STALLS

TOTAL PARKING PROVIDED:

EXISTING PARKING: 50 STALLS
NEW PARKING: 18 STALLS
TOTAL: 68 STALLS

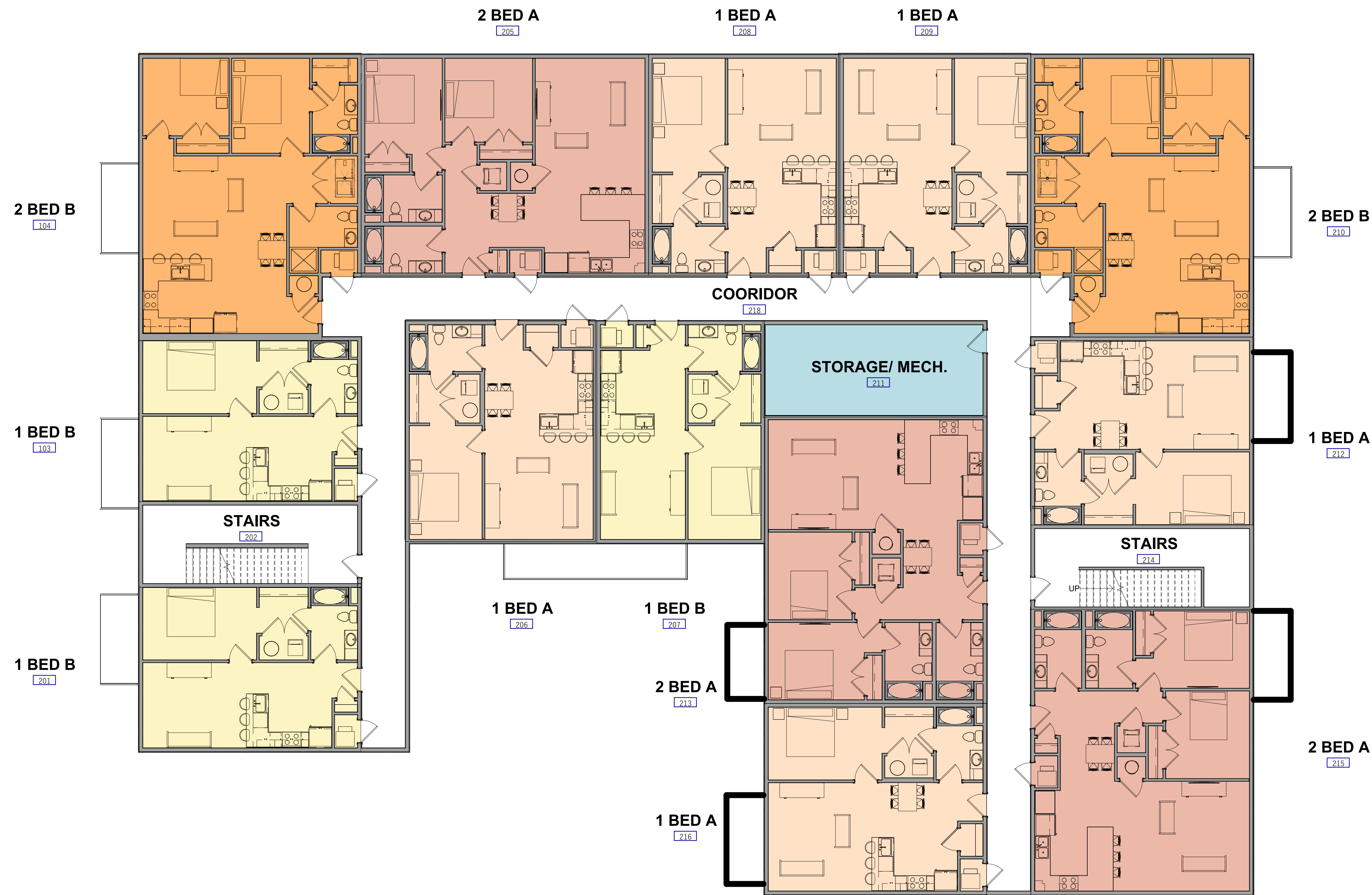
1
AP 0.1

SITE PLAN
1" = 20'-0"



1
AP 1.1

LEVEL 1
1/8" = 1'-0"



LEGEND

COLOR	NAME	AREA
	1 BED A	770 SF
	1 BED B	680 SF
	2 BED A	1160 SF
	2 BED B	1100 SF
	STORAGE/ MECH.	400 SF
	COMMERCIAL	1100 SF
	CLUBROOM	890 SF
	LOBBY	800 SF

1
AP 1.2

LEVEL 2
1/8" = 1'-0"

AP 1.2
LEVEL 2-3 PLAN

5600 ADAMS AVENUE MULTIFAMILY

Adams Street *Building*



NORTH WEST MAIN ENTRANCE VIEW

Adams Street

Building



SOUTH PLAZA VIEW

Adams Street *Building*



WEST SOUTH VIEW



City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, August 15, 2023
following the Regular City Council Meeting
City Hall Council Chambers
5249 South 400 East, Washington Terrace City

1. **ROLL CALL**

2. **INTRODUCTION OF GUESTS**

3. **CONSENT ITEMS**

Any point of order or issue regarding items on the Agenda or the order of the agenda need to be addressed here prior to the approval of the agenda.

3.1 **APPROVAL OF AGENDA**

3.2 **APPROVAL OF MEETING MINUTES FROM JULY 18, 2023**

4. **NEW BUSINESS**

4.1 **PRESENTATION: UPDATE ON THE GOLDENWEST CREDIT UNION
NEW ADMINISTRATIVE BUILDING AND CONSTRUCTION**

5. **MOTION: ADJOURN INTO CLOSED SESSION**

- To discuss the character, professional competence, or physical or mental health of an individual.
- Strategy session to discuss pending or reasonably imminent litigation
- Discussion regarding deployment of security personnel, devices, or systems
- Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimate value of the property under consideration or prevent the public body from completing the transaction on the best possible terms.

6. **ADJOURNMENT OF MEETING: CHAIR ALLEN**

In compliance with the Americans with Disabilities Act, persons who have need of special accommodation should contact the City Recorder at 801-395-8283.

CERTIFICATE OF
POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted on the Utah Public Notice Website www.utah.gov/pmn/index, the City Website www.washingtonterracecity.com, and City Hall located at 5249 S 400 East, Washington Terrace. Amy Rodriguez, City Recorder.

City of Washington Terrace
Minutes of a Redevelopment Meeting
Held on July 18, 2023
Following the Regular City Council Meeting
City Hall, 5249 South 400 East, Washington Terrace City,
Weber County, Utah

BOARD MEMBERS AND STAFF MEMBERS PRESENT

Chair Mark C. Allen
Vice Chair Jeff West
Board Member F. Carey Seal
Board Member Jill Christiansen - Absent
Board Member Scott Barker- Absent
Board Member Randy Ferlin
City Recorder Amy Rodriguez
City Manager Tom Hanson

Others Present

Mike Lawrence, Michael Thomas

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM JUNE 20, 2023

Items 3.1 and 3.2 were approved by general consent.

4. COMMENTS CONSIDERED

No comments were considered.

5. ADJOURNMENT OF MEETING: CHAIR ALLEN

Motion by Board Member Ferlin
Seconded by Board Member West
To adjourn the meeting
Approved unanimously (3-0)
Time: 7:25 p.m.

Date Approved

City Recorder