



Regular City Council Meeting

Tuesday, October 17, 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:
 - City Wide Citizen Survey
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 SEPTEMBER 19, 2023, COUNCIL MEETING MINUTES**
6. **SPECIAL ORDER**
Special orders will proceed as follows: Chair introduction of item, staff/applicant presentation, questions/comments by Council, Chair opens public hearing and invites citizens to comment on hearing; Chair closes hearing, final Council discussion.
 - 6.2 **PUBLIC HEARING: AMENDMENT TO FISCAL YEAR 2023-2024 BUDGET**
To receive and consider comment on amending the Fiscal Year 2024 Budget.
7. **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.
8. **NEW BUSINESS**
 - 8.1 **MOTION/RESOLUTION 23-15: RESOLUTION TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

8.2 PRESENTATION: SHERIFF'S OFFICE QUARTERLY REPORT

8.3 PRESENTATION: ANIMAL CONTRIL QUARTERLY REPORT

8.4 PRESENTATION: FIRE DEPARTMENT QUARTERLY REPORT

8.5 MOTION/RESOLUTION 23-14: AN INTERLOCAL AGREEMENT BETWEEN WASHINGTON TERRACE CITY AND VARIOUS ENTITITES FOR FIRE AUTOMATIC AID

An interlocal renewing the automatic aid agreement between Washington Terrace City, Ogden City, Riverdale City, South Ogden City, Roy City, and North View and Weber Fire Districts.

8.6 MOTION/RESOLUTION 23-13: AN INTERLOCAL AGREEMENT BETWEEN WASHINGTON TERRACE CITY AND WEBER COUNTY RELATING TO MUNICIPAL DELIVERY OF SOLID WASTE TO THE COUNTY TRANSFER STATION

A resolution formalizing the Solid Waste Flow agreement with Weber County Transfer Station. This will allow the Transfer Station to be able to base prices on the tonnage of waste it expects to receive.

8.7 MOTION/ORDINANCE 23-10: APPROVAL OF A FRANCHISE AGREEMENT WITH ALLWEST/UTAH INC. FOR CERTAIN FIBER OPTIC FACILITIES

Approval of franchise agreement for fiber optic facilities throughout the City.

9. COUNCIL COMMUNICATION WITH STAFF

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

10. ADMINISTRATION REPORTS

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

11. UPCOMING EVENTS

October 26th: Planning Commission (tentative) 6:00 p.m.

November 7th: City Council Works Session 5:00 p.m.

November 7th : City Council Meeting 6:00p.m.

November 10th: City offices closed in observance of Veteran's Day

November 21st: ELECTION DAY!

November 21st: City Council Meeting 6:00 p.m.

November 23-24: City offices closed for Thanksgiving Holiday

November 30th: Planning Commission (tentative) 6:00 p.m.

12 ADJOURN THE MEETING: MAYOR ALLEN

13 REDEVELOPMENT AGENCY MEETING (Council will adjourn into an RDA meeting Immediately following the regular meeting)

City of Washington Terrace

Minutes of a Regular City Council meeting

Held on September 19, 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 - Excused
Council Member Jill Christiansen
Council Member Scott Barker
Council Member Randy Ferlin - Excused
City Manager Tom Hanson
City Recorder Amy Rodriguez- absent at training

Others

Cheryl Parkinson, Zunayid Zishon

1. ROLL CALL

6:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. WELCOME

4. CONSENT ITEMS

4.1 APPROVAL OF AGENDA

4.2 APPROVAL OF SEPTEMBER 5, 2023, COUNCIL MEETING MINUTES

Items 4.1 and 4.2 were approved by general consent.

5. CITIZEN COMMENTS

Cheryl Parkinson asked the quorum number needed for a meeting. Mayor Allen stated that the meeting would have to be cancelled if there were not a quorum of three voting members.

6. NEW BUSINESS

6.1 PRESENTATION/ACTION: 2023 FALL CLEAN UP SCHEDULE

Hanson stated that the green waste curbside pickup schedule for fall was deleted in the new contract. He stated that there are 12 dumpster pick ups a year. He stated that the people can bring their green waste to the dumpster at the Public Works facility during work hours (7:00 a.m.-3:00 p.m.) beginning November 1st and ending on November 30th. The facility will be open on Saturday, November 18th between the hours of 8:00 a.m. – 4:00 p.m. Hanson stated that the site will be closed on November 10th, and November 23rd and 24th for holidays. Hanson stated that this service was used at a reasonably amount last year. Hanson stated that there will still be a curbside pick up for spring clean up. Council Member Christiansen stated that publicity for this service should not contain mention of no Sunday service, as this might cause confusion.

**Motion by Council Member Barker
Seconded by Council Member Christiansen
To approve the 2023 Fall Clean up schedule
Approved unanimously (3-0)**

**6.2 DISCUSSION/ACTION: WEBER COUNTY TRANSFER STATION SOLID WASTE
FLOW AGREEMENT**

Hanson stated that the City works with Weber County on an advisory committee for the Transfer Station. Hanson stated that the committee works on helping maximize the efficiency of the station. Hanson stated that Mayor Allen is the Chair of the committee. Hanson stated that it is in the best interest of the Transfer Station for cities to guarantee the waste stream so that the Station can work on it's fee schedule based on the tonnage expected. Hanson stated that there will be an agreement from all the cities to guarantee tonnage from curbside only pickup. The proposal states that we can govern our waste haulers as to where to take our waste. Hanson stated that there are provisions in the contract to move out of the contract. Hanson stated that there is not a fiscal impact at this time. Mayor Allen stated that we are able to take recycling to the Transfer Station if the Davis County Recycling shuts down and they will not take our recycling. Hanson will set up a tour of the Recycling Center for Council. Council Member Christiansen asked what the voting section is referring to if the committee is an advisory committee. Hanson stated that the County has final decision for activities in their environment. Mayor Allen stated that the advisory committee takes the information to WACOG, which is comprised of 15 Mayors.

**Motion by Council Member Christiansen
Seconded by Council Member Seal
To approve to approve the
Weber County Transfer Station Solid Waste Flow Agreement
Approved unanimously (3-0)**

7. COUNCIL COMMUNICATION WITH STAFF

Council Member Seal asked when Weber Basin will be shutting off the secondary water. Mayor Allen stated that the allocation period ends on October 15th.

Council Member Christiansen stated that she was impressed with the speed and efficiency of the Public Works team putting the walkway through the rocks at Wright Park.

Mayor Allen asked if we can issue a littering citation to individuals who leave yard sale signs up a week or more past the sale if they are posted on street and stop signs. Lt. Ryan stated that he would have to look into that.

8. ADMINISTRATION REPORTS

Hanson stated that the concrete that was damaged at the walkway by the church has been removed. Hanson stated that the pathway has been cleared and the tree causing the sidewalk damage has been removed as part of our safe sidewalk work.

Hanson stated that the portable speed sign has been installed on 4650 South.

Hanson stated that the survey will be coming to Council for review and edits in the near future.

Hanson stated that he will be at ICMA the first meeting in October and will not be available to attend the meeting. He stated that others will not be able to attend either. Mayor Allen will be attending a work meeting out of state during that timeframe as well. Hanson stated that the City is looking to cancel the October 3rd meeting. He stated that notice will be given.

Hanson stated that we had vandalism at Victory Park. Hanson stated that Street Crime unit noticed them and they ran away. Hanson stated that we have the perpetrators on video.

Mayor Allen stated that Council Member Ferlin sent along some concerns. One of the concerns regarded lighting at one of the parks. Hanson stated that there are homeless sleeping in the trees at the park. He asked for increased patrols in the area to gauge the level of potential problems. He also stated that extra lighting may be included as part of the parks master planning. Mayor Allen stated that if there are street lights already in the area, to make sure they are working.

Mayor Allen stated that another concern was extra watering on the flat part of the park, along with extra doggie bags.

9. UPCOMING EVENTS

October 3rd: City Council Meeting 6:00 p.m.: this meeting has been tentatively cancelled

October 9th: City offices closed for Columbus Day

October 17th: City Council Meeting 6:00 p.m.

10 ADJOURN THE MEETING: MAYOR ALLEN

**Motion by Council Member Barker
Seconded by Council Member Christiansen
To adjourn the meeting
Approved unanimously (3-0)
Time: 6:42 p.m.**

11 REDEVELOPMENT AGENCY MEETING Council Adjourned into an RDA meeting immediately following the regular meeting)

Date Approved

City Recorder

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 23-15

**A RESOLUTION AMENDING THE CITY OF WASHINGTON TERRACE
FISCAL YEAR 2023-24 BUDGET**

WHEREAS, it is the desire of the City Council of the City of Washington Terrace to continue to function in an efficient and cost efficient manner in providing the citizens with a safe and healthy environment; and

WHEREAS, the Washington Terrace City Council deems it necessary to amend the Fiscal Year 2023-2024 Budget in the following funds: General Fund 10, Water Enterprise Fund 50, Sewer Enterprise Fund 51, Storm Water Enterprise 52, Parks Capital Projects Fund 53, General Capital Projects Fund 55, and Roads Capital Projects Fund 56. See attached budget worksheet for details.

NOW THEREFORE BE IT RESOLVED by the City Council of Washington Terrace City to amend the Fiscal Year 2023-2024 budget as attached hereto.

APPROVED this 17th day of October 2023

City of Washington Terrace

Mark C. Allen, Mayor

ATTEST:

(SEAL)

Amy Rodriguez, City Recorder

Roll Call Vote:

Council Member Christiansen

Council Member Barker

Council Member Seal

Council Member West

Council Member Ferline

Account Number	Account Title	2023-24 Current year Budget	2023-24 Budget Adj (+/-)	2023-24 Current year Budget	2023-24 Budget Adj Justification
GENERAL FUND 10					
OTHER REVENUE					
10-36-10	Interest Earned	90,943	12,423	103,366	
Total OTHER REVENUE:		90,943	12,423	103,366	
Fire Department					
10-55-25	Small Equipment O&M	2,000	13,500	15,500	
10-55-51	Fleet Repairs & Maintenance	14,050	30,000	44,050	
Total Fire Department:		16,050	43,500	59,550	
Inspections and Planning					
10-56-11	Salaries and Wages	98,987	3,062	102,049	
10-56-13	Employee Benefits	50,739	34,139-	16,600	
Total Inspections and Planning :		149,726	31,077-	118,649	
GENERAL FUND 10 Revenue Total:		90,943	12,423	103,366	
GENERAL FUND 10 Expenditure Total:		165,776	12,423	178,199	
Net Total GENERAL FUND 10:		74,833-	.00	74,833-	
Net Grand Totals:		74,833-	.00	74,833-	

Motorola Radio Encryption \$13,500

Recently, Weber County Fire Departments made the decision to encrypt their radio communications. This move was initially unexpected as, when Washington Terrace purchased new Motorola radios, there was no immediate plan for county fire departments to move towards encryption. However, a potential communication flaw was identified: if Washington Terrace didn't encrypt their new radios, any communications made to another agency would result in the loss of encryption for that agency. This posed significant operational risks. To resolve this, and to enhance the privacy and security of their communications, the decision was made to encrypt the current Motorola radios. By doing this, all fire and police agencies within Weber County will be able to communicate over encrypted channels, ensuring that unauthorized individuals cannot eavesdrop on their communications.

Vehicle Maintenance \$30,000

The escalating maintenance demands of Engine 52, now in its 26th year of operation, necessitate an increase in our budget by \$30,000. The advanced age of the engine has led to significant wear and tear, resulting in increasingly expensive and intricate repairs. To ensure our team's safety and maintain operational efficiency, securing this additional funding is crucial for the engine's sustained performance and longevity.

Inspections & Planning | Department Personnel Reorganization \$(31,077)

Elimination of FT benefited Building Inspector/Code (80 hrs/wk) Enforcement Officer
Wages \$(98,988)
Benefits (51,939)
New PT non-benefited Building Inspector (30 hrs/wk)
Wages \$74,240
Benefits \$8,273
New PT benefited Code Enforcement Officer (25 hrs/wk)
Wages \$27,809
Benefits \$8,327

Periods: 00/23-09/23

Account Number	Account Title	2023-24 Current year Budget	2023-24 Budget Adj (+/-)	2023-24 Current year Budget	2023-24 Budget Adj Justification
WATER ENTERPRISE FUND 50					
NONOPERATING REVENUE - CAPITAL					
50-33-20	CDBG Grant	164,814	.00	164,814	
Total NONOPERATING REVENUE - CAPITAL:		164,814	.00	164,814	
NONOPERATING REVENUES					
50-36-10	Interest Earned	71,775	.00	71,775	
Total NONOPERATING REVENUES:		71,775	.00	71,775	
OPERATING REVENUES					
50-37-01	Late Fees/ Penalties	14,000	.00	14,000	
50-37-02	Misc. Revenue	5,000	.00	5,000	
50-37-10	Water Service Charges	1,520,000	.00	1,520,000	
50-37-20	Water Connection Fees	5,000	.00	5,000	
50-37-70	Contract Water Charges	30,000	.00	30,000	
Total OPERATING REVENUES:		1,574,000	.00	1,574,000	
CAPITAL CONTRIBUTIONS & TRANSF					
50-39-04	IRS BABs Interest Credit	3,373	.00	3,373	
50-39-10	Impact Fees	10,000	.00	10,000	
50-39-11	Chrg for Serv CPF55 Ser17 P&I	16,841	.00	16,841	
50-39-12	Chrg for Serv RF49 Ser17 P&I	21,841	.00	21,841	
50-39-13	Chrg for Serv CPF56 Ser17 P&I	33,683	.00	33,683	
50-39-16	Chrg for Serv SWF52 Ser17 P&I	50,524	.00	50,524	
50-39-18	Chrg for Serv SF51 Ser17 P&I	101,048	.00	101,048	
50-39-26	Chrg for Serv GF10 Nonoperatin	57,440	.00	57,440	
50-39-30	Use of Retained Earnings	32,145	1,651,477	1,683,622	
Total CAPITAL CONTRIBUTIONS & TRANSF:		326,895	1,651,477	1,978,372	
OPERATING EXPENSES					
50-70-21	Memberships, books, subscripti	1,800	.00	1,800	
50-70-23	Travel & Training	3,620	.00	3,620	
50-70-24	Office Supplies	825	.00	825	
50-70-25	Small Equipment O&M	1,500	.00	1,500	
50-70-27	Utilities	2,100	.00	2,100	
50-70-28	Franchise fees	45,600	.00	45,600	
50-70-29	IT Software & Subscriptions	28,247	.00	28,247	
50-70-30	Utility Billing & Notices	7,472	.00	7,472	
50-70-31	Professional and Technical	10,000	.00	10,000	
50-70-32	Weber Basin Water	296,625	.00	296,625	
50-70-35	S/O Wheeling Agreement	13,045	.00	13,045	
50-70-36	Line Maintenance & Repair	25,000	.00	25,000	
50-70-37	Valve Maintenance & Repair	5,500	.00	5,500	
50-70-38	PRV Maintenance & Repair	5,000	.00	5,000	
50-70-39	Water Sampling & Testing	6,000	.00	6,000	
50-70-42	Secondary Water Fees	3,795	.00	3,795	
50-70-46	Service & Supplies	15,000	.00	15,000	
50-70-50	Impact Fee Projects	10,000	.00	10,000	
50-70-52	Fleet Insurance	2,000	.00	2,000	
50-70-71	Chrg for Serv GF10 Overhead	484,956	.00	484,956	

Periods: 00/23-09/23

Account Number	Account Title	2023-24 Current year Budget	2023-24 Budget Adj (+/-)	2023-24 Current year Budget	2023-24 Budget Adj Justification
Total OPERATING EXPENSES:		968,085	.00	968,085	
CAPITAL PROJECTS					
50-71-14	CW14 300 W; 4800-4900 S (RR4F)	40,000	45,000	85,000	Roll over unexpended project funds from the prior year.
50-71-21	CW21 AMI Meter Reading System	218,314	457,525	675,839	
50-71-30	CW30 5000 S; 4800-5000 (RR4F)	.00	430,000	430,000	
50-71-47	CW47 5150 S; 150-300E (RR26)	110,000	110,000-	.00	
50-71-56	CW56	211,500	.00	211,500	
Total CAPITAL PROJECTS:		579,814	822,525	1,402,339	
CAPITAL EQUIPMENT					
50-73-01	Electronic Meters & Radios	60,000	484,920	544,920	Roll over unexpended project funds from the prior year.
50-73-02	Capital Equipment	28,000	212,091	240,091	
50-73-03	Fleet Replacements	.00	131,941	131,941	
Total CAPITAL EQUIPMENT:		88,000	828,952	916,952	
DEBT SERVICE					
50-74-02	Capital Lease 2021 Principal	54,464	.00	54,464	
50-74-03	Capital Lease 2021 Interest	2,681	.00	2,681	
50-74-20	Bond Series 2010B Principal	25,239	.00	25,239	
50-74-25	Bond Series 2010B Interest	8,087	.00	8,087	
50-74-29	Bond Series 2017 Interest	131,825	.00	131,825	
50-74-30	Bond Series 2017 Principal	205,000	.00	205,000	
Total DEBT SERVICE:		427,296	.00	427,296	
CONTRIBUTIONS & TRANSFERS					
50-75-08	Transfer out GF10 nonoperating	57,440	.00	57,440	
50-75-09	Chrg for Serv DSF65 Ser2010B P	11,060	.00	11,060	
50-75-10	Chrg for Serv DSF65 Ser2010B I	3,544	.00	3,544	
50-75-11	Chrg for Serv SWF52 Ser2010B P	1,700	.00	1,700	
50-75-12	Chrg for Serv SWF52 Ser2010B I	545	.00	545	
Total CONTRIBUTIONS & TRANSFERS:		74,289	.00	74,289	
WATER ENTERPRISE FUND 50 Revenue Total:		2,137,484	1,651,477	3,788,961	
WATER ENTERPRISE FUND 50 Expenditure Total:		2,137,484	1,651,477	3,788,961	
Net Total WATER ENTERPRISE FUND 50:		.00	.00	.00	

Periods: 00/23-09/23

Account Number	Account Title	2023-24 Current year Budget	2023-24 Budget Adj (+/-)	2023-24 Current year Budget	2023-24 Budget Adj Justification
SEWER ENTERPRISE FUND 51					
NONOPERATING REVENUES					
51-36-10	Interest Earned	50,000	.00	50,000	Sale of fleet.
51-36-40	Disposition of fixed assets	.00	40,983	40,983	
Total NONOPERATING REVENUES:		50,000	40,983	90,983	
OPERATING REVENUES					
51-37-01	Late Fees/ Penalties	13,000	.00	13,000	
51-37-02	Misc. Revenue	5,000	.00	5,000	
51-37-30	Sewer Service Charges	1,411,221	.00	1,411,221	
51-37-40	Sewer Connection Fees	4,800	.00	4,800	
Total OPERATING REVENUES:		1,434,021	.00	1,434,021	
CAPITAL CONTRIBUTIONS & TRANSF					
51-39-04	IRS BABs Interest Credit	3,136	.00	3,136	
51-39-10	Impact Fees	9,000	.00	9,000	
51-39-25	Use of Retained Earnings	56,106	1,009,790	1,065,896	
51-39-26	Chrg for Services GF10 Nonoper	6,924	.00	6,924	
Total CAPITAL CONTRIBUTIONS & TRANSF:		75,166	1,009,790	1,084,956	
OPERATING EXPENSES					
51-70-20	Memberships, Books, Subscripti	650	.00	650	
51-70-23	Travel and Training	1,250	.00	1,250	
51-70-24	Office Supplies	830	.00	830	
51-70-28	Franchise Fees	42,000	.00	42,000	
51-70-29	IT Software & Subscriptions	625	.00	625	
51-70-30	Utility Billing & Notices	6,800	.00	6,800	
51-70-31	Professional and Technical	11,000	.00	11,000	
51-70-33	Central Weber Sewer	592,978	.00	592,978	
51-70-36	Line Maintenance & Repair	10,000	.00	10,000	
51-70-46	Services and Supplies	25,000	.00	25,000	
51-70-50	Impact Fee Projects	9,000	.00	9,000	
51-70-51	Fleet Repairs & Maintenance	4,522	.00	4,522	
51-70-52	Fleet Insurance	1,500	.00	1,500	
51-70-71	Chrg for Serv GF10 Overhead	354,137	.00	354,137	
Total OPERATING EXPENSES:		1,060,292	.00	1,060,292	
CAPITAL PROJECTS					
51-72-09	SS9 10" Line on 300 W (RR-4F)	.00	104,054	104,054	Roll over unexpended project funds from prior year.
51-72-20	SS20 4450 S to 4475 S @ 250 E	.00	210,000	210,000	
51-72-22	SS22 300 W to 370 W @ 4750 S	.00	80,000	80,000	
51-72-23	SS23 5000 S Wash Blvd 300 W	180,000	75,000	255,000	
51-72-24	SS24 LINE 275,250,200 W	.00	185,000	185,000	
51-72-28	SS28	65,000	.00	65,000	
51-72-31	SS31 8" Line 150 W and 5050 S	.00	150,000	150,000	
Total CAPITAL PROJECTS:		245,000	804,054	1,049,054	
CAPITAL EQUIPMENT					
51-73-02	Capital Equipment	.00	118,294	118,294	Roll over unexpended capital funds from prior year.
51-73-03	Fleet Replacements	.00	128,425	128,425	

Account Number	Account Title	2023-24 Current year Budget	2023-24 Budget Adj (+/-)	2023-24 Current year Budget	2023-24 Budget Adj Justification
Total CAPITAL EQUIPMENT:		.00	246,719	246,719	
DEBT SERVICE					
51-74-02	Capital Lease 2021 Principal	87,965	.00	87,965	
51-74-03	Capital Lease 2021 Interest	4,330	.00	4,330	
51-74-12	Bond Series 2010C Interest	4,887	.00	4,887	
51-74-14	Bond Series 2010C Principal	22,338	.00	22,338	
Total DEBT SERVICE:		119,520	.00	119,520	
CONTRIBUTIONS & TRANSFERS					
51-75-05	Chrg for Serv WF50 SER2017 P&I	101,048	.00	101,048	
51-75-08	Transfer out GF10 nonoperating	6,924	.00	6,924	
51-75-09	Chrg for Serv DSF65 Ser2010C I	4,108	.00	4,108	
51-75-10	Chrg for Serv DSF65 Ser2010C P	18,776	.00	18,776	
51-75-11	Chrg for Serv SWF52 Ser2010C I	632	.00	632	
51-75-12	Chrg for Serv SWF52 Ser2010C P	2,887	.00	2,887	
Total CONTRIBUTIONS & TRANSFERS:		134,375	.00	134,375	
SEWER ENTERPRISE FUND 51 Revenue Total:		1,559,187	1,050,773	2,609,960	
SEWER ENTERPRISE FUND 51 Expenditure Total:		1,559,187	1,050,773	2,609,960	
Net Total SEWER ENTERPRISE FUND 51:		.00	.00	.00	

Periods: 00/23-09/23

		2023-24 Current year	2023-24	2023-24	2023-24	
Account Number	Account Title	Budget	Budget Adj (+/-)	Current year Budget	Budget Adj Justification	
STORM WATER ENTERPRISE FUND 52						
NONOPERATING REVENUES						
52-36-10	Interest Earned	25,000	.00	25,000	Sale of fleet.	
52-36-40	Disposition of fixed assets	.00	41,280	41,280		
Total NONOPERATING REVENUES:		25,000	41,280	66,280		
OPERATING REVENUES						
52-37-01	Late Fees/ Penalties	5,000	.00	5,000		
52-37-10	Storm Water Service Charges	569,985	.00	569,985		
Total OPERATING REVENUES:		574,985	.00	574,985		
CAPITAL CONTRIBUTIONS & TRANSF						
52-39-10	Impact Fees	5,000	.00	5,000		
52-39-17	Chrg for Serv WF50 Ser10B P&I	2,245	.00	2,245		
52-39-18	Chrg for Serv SF51 Ser10C P&I	3,519	.00	3,519		
52-39-26	Chrg for Serv GF10 Nonoperatin	26,047	.00	26,047		
52-39-30	Use of Retained Earnings	.00	805,805	805,805		
Total CAPITAL CONTRIBUTIONS & TRANSF:		36,811	805,805	842,616		
OPERATING EXPENSES						
52-70-21	Memberships, Books, Subscripts	2,500	.00	2,500		
52-70-23	Travel and Training	1,200	.00	1,200		
52-70-24	Office Supplies	500	.00	500		
52-70-28	Franchise Fees	17,100	.00	17,100		
52-70-29	IT Software & Subscriptions	625	.00	625		
52-70-30	Utility Billing & Notices	6,890	.00	6,890		
52-70-31	Professional and Technical	13,450	.00	13,450		
52-70-35	Waste Disposal	2,000	.00	2,000		
52-70-39	Water Sampling & Testing	500	.00	500		
52-70-42	Secondary Water Fees	742	.00	742		
52-70-46	Services and Supplies	11,875	.00	11,875		
52-70-50	Impact Fee Projects	5,000	.00	5,000		
52-70-51	Fleet Repairs & Maintenance	3,500	.00	3,500		
52-70-52	Fleet Insurance	1,200	.00	1,200		
52-70-71	Chrg for Serv GF10 Overhead	304,379	.00	304,379		
Total OPERATING EXPENSES:		371,461	.00	371,461		
CAPITAL PROJECTS						
52-71-07	SD6 REGIONAL DETENT BASIN	163,000	113,983	276,983	Roll over unexpended project funds from prior year.	
52-71-16	SD16 Relief Line 4850 S-300 W	.00	110,000	110,000		
52-71-21	SD21 Intersection Drain Improv	.00	170,865	170,865		
52-71-24	SD24 Drain Pad	.00	25,000	25,000		
52-71-26	SD26 42" Line 500 S-300 W	.00	85,000	85,000		
Total CAPITAL PROJECTS:		163,000	504,848	667,848		
CAPITAL EQUIPMENT						
52-73-02	Capital Equipment	20,000	223,000	243,000	Roll over unexpended capital funds from prior year.	
52-73-03	Fleet Replacements	.00	119,237	119,237		

Account Number	Account Title	2023-24 Current year Budget	2023-24 Budget Adj (+/-)	2023-24 Current year Budget	2023-24 Budget Adj Justification
Total CAPITAL EQUIPMENT:		20,000	342,237	362,237	
DEBT SERVICE					
52-74-12	Bond Series 2010BC Interest	1,177	.00	1,177	
52-74-14	Bond Series 2010BC Principal	4,587	.00	4,587	
Total DEBT SERVICE:		5,764	.00	5,764	
CONTRIBUTIONS & TRANSFERS					
52-75-05	Chrg for Serv WF50 SER2017 P&I	50,524	.00	50,524	
52-75-08	Transfer out GF10 nonoperating	26,047	.00	26,047	
Total CONTRIBUTIONS & TRANSFERS:		76,571	.00	76,571	
STORM WATER ENTERPRISE FUND 52 Revenue Total:		636,796	847,085	1,483,881	
STORM WATER ENTERPRISE FUND 52 Expenditure Total:		636,796	847,085	1,483,881	
Net Total STORM WATER ENTERPRISE FUND 52:		.00	.00	.00	

Periods: 00/23-09/23

Account Number	Account Title	2023-24 Current year Budget	2023-24 Budget Adj (+/-)	2023-24 Current year Budget	2023-24 Budget Adj Justification
PARKS & OPEN SPACE CIP FUND 53					
Revenues					
53-35-05	Impact Fees	5,000	.00	5,000	
53-35-10	Ramp Tax Grant	647,790	.00	647,790	
Total Revenues:		652,790	.00	652,790	
Contributions & Transfers					
53-36-20	Transfer in General Fund 10	15,000	.00	15,000	
53-36-25	Transfer in from CIP Fund 55	534,650	.00	534,650	
53-36-90	Use of beginning fund balance	12,908	311,000	323,908	
Total Contributions & Transfers:		562,558	311,000	873,558	
Expenditures					
53-70-04	Parking Lot & Sidewalk O&M	15,000	.00	15,000	
53-70-29	Water Conservation Projects	25,000	.00	25,000	
53-70-50	Impact Fee Projects	5,000	.00	5,000	
Total Expenditures:		45,000	.00	45,000	
Rohmer Park Improvements					
53-71-15	PK15 Rohmer Park Improvements	135,000	.00	135,000	
53-71-28	PK28 Pickleball Complex PhaseI	.00	311,000	311,000	Roll over unexpended project funds from prior year.
53-71-29	PK28 Pickleball Complex PhaseII	1,017,348	.00	1,017,348	
Total Rohmer Park Improvements:		1,152,348	311,000	1,463,348	
Lions Park Improvements					
53-73-01	PK10 Lions Park Improvements	18,000	.00	18,000	
Total Lions Park Improvements:		18,000	.00	18,000	
PARKS & OPEN SPACE CIP FUND 53 Revenue Total:		1,215,348	311,000	1,526,348	
PARKS & OPEN SPACE CIP FUND 53 Expenditure Total:		1,215,348	311,000	1,526,348	
Net Total PARKS & OPEN SPACE CIP FUND 53:		.00	.00	.00	

Periods: 00/23-09/23

Account Number	Account Title	2023-24 Current year Budget	2023-24 Budget Adj (+/-)	2023-24 Current year Budget	2023-24 Budget Adj Justification
CAPITAL PROJECTS FUND 55					
Revenue					
55-38-12	CDBG Proceeds	57,838	.00	57,838	
Total Revenue:		57,838	.00	57,838	
Contributions and Transfers					
55-39-25	Transfer in General Fund 10	56,841	11,893	68,734	
55-39-44	Use of Fund Balance - General	1,148,257	491,595	1,639,852	
Total Contributions and Transfers:		1,205,098	503,488	1,708,586	
Expenditures					
55-40-39	Charges for Services Water 50	16,841	.00	16,841	
55-40-46	Transfer to Parks CIP	534,650	.00	534,650	
Total Expenditures:		551,491	.00	551,491	
Buildings					
55-45-04	BM4	10,000	102,658	112,658	
55-45-05	Fire/Senior Center Complex	150,000	.00	150,000	
55-45-06	BM City Hall	21,000	30,000	51,000	
Total Buildings:		181,000	132,658	313,658	
Information Technology					
55-50-01	IT Replacements/Upgrades	16,400	40,951	57,351	
Total Information Technology:		16,400	40,951	57,351	
Non-Road Fleet					
55-60-01	Fleet Replacements Non-Streets	10,000	150,827	160,827	
55-60-02	Equipment Non-Streets	504,045	179,052	683,097	
Total Non-Road Fleet:		514,045	329,879	843,924	
CAPITAL PROJECTS FUND 55 Revenue Total:		1,262,936	503,488	1,766,424	
CAPITAL PROJECTS FUND 55 Expenditure Total:		1,262,936	503,488	1,766,424	
Net Total CAPITAL PROJECTS FUND 55:		.00	.00	.00	

Roll over unexpended project funds from prior year.

Periods: 00/23-09/23

Account Number	Account Title	2023-24 Current year Budget	2023-24 Budget Adj (+/-)	2023-24 Current year Budget	2023-24 Budget Adj Justification
CAPITAL PROJECTS FUND ROADS 56					
Tax Revenues					
56-33-31	Local Hwy County Sales Tax	150,000	.00	150,000	
56-33-35	Class "C" Road Funds	320,000	.00	320,000	
Total Tax Revenues:		470,000	.00	470,000	
Other Revenue					
56-36-10	Interest Earned	50,000	1,639	51,639	
Total Other Revenue:		50,000	1,639	51,639	
Other Revenue					
56-38-14	Grant Revenue	2,702,831	.00	2,702,831	
Total Other Revenue:		2,702,831	.00	2,702,831	
Contributions and Transfers					
56-39-25	Transfer in from GF 10	248,552	.00	248,552	
56-39-43	Use of Fund Balance - Roads	.00	13,361	13,361	
Total Contributions and Transfers:		248,552	13,361	261,913	
Expenditures					
56-40-41	Charges for Services Water 50	33,683	.00	33,683	
56-40-42	Transfer to DSF 65	6,689	.00	6,689	
56-40-60	Budgeted Increase Fund Balance	100,000	.00	100,000	
Total Expenditures:		140,372	.00	140,372	
Road Maintenance					
56-41-02	Road Maintenance	338,180	.00	338,180	
Total Road Maintenance:		338,180	.00	338,180	
Road Fleet					
56-42-01	Road Fleet	10,000	.00	10,000	
56-42-02	Road Equipment	70,000	.00	70,000	
Total Road Fleet:		80,000	.00	80,000	
Road (Re)construction Projects					
56-43-08	RR4F 300 West Road Project	2,702,831	.00	2,702,831	
56-43-20	Sidewalks & Pedestrian Ramps	10,000	15,000	25,000	
56-43-26	RR26 5150 S; 300-150 E (CW47)	200,000	.00	200,000	
Total Road (Re)construction Projects:		2,912,831	15,000	2,927,831	
CAPITAL PROJECTS FUND ROADS 56 Revenue Total:					
		3,471,383	15,000	3,486,383	
CAPITAL PROJECTS FUND ROADS 56 Expenditure Total:					
		3,471,383	15,000	3,486,383	

Sidewalks & Pedestrian Ramps \$15,000

City Councils goal is to eliminate sidewalk trip hazards throughout the city by level of severity. Continuing the trip hazard gridding to eliminate small trip hazards before they become a major trip hazard is more cost effective than to remove and replace sections of side walk.

Account Number	Account Title	2023-24 Current year Budget	2023-24 Budget Adj (+/-)	2023-24 Current year Budget	2023-24 Budget Adj Justification
	Net Total CAPITAL PROJECTS FUND ROADS 56:	.00	.00	.00	



COMMUNITY EVENTS:

September 28, 2023 the Weber County Sheriff's Office held its 2nd annual Volunteer Appreciation barbeque.

October 14th, 2023 The Weber County Sheriff's Office Emergency Management Team hosted the 2023 Self-Reliance and Safety Fair at the Weber County Fairgrounds.

SAVE THE DATE:



TRUNK-OR-TREAT
Tuesday October 24 6-8 pm
Weber County Fairgrounds
West Parking Lot



DUE TO SYSTEM ERRORS WHICH ARE CURRENTLY BEING WORKED ON, I WAS UNABLE TO PRODUCE THE GRAPHS USED IN PREVIOUS REPORTS. ONCE THE ISSUE IS RESOLVED AND UPDATED REPORT WILL BE SENT TO STAFF.

CASES OF INTEREST:

07/09/2023 Weapon Disturbance

Deputies responded to a weapon disturbance in the area of 4700 S 300 W. Neighbors were upset and arguing over a parking problem when a handgun was brandished during the quarrel. The suspect was taken into custody and booked in jail.

09/05/2023 Suspicious Circumstance

Deputies responded to Bonneville High when a student claimed he had a bomb. The school was placed on secure and the immediate classrooms were evacuated. The student was interviewed and stated he was frustrated with his class when he made the threat. Federal Security Explosive K9 was deployed to search the area with negative indication of an explosive devise. The school was released from secure.

09/21/2023 Assist OJ

Search and Rescue was requested to assist South Ogden Detectives with canvassing the area south of the toll road building for a missing and endangered adult. The male was last seen on video entering the tree line area walking towards the river. Search and Rescue teams located the male near the Weber River deceased.



STREET CRIMES UNIT:

WASHINGTON TERRACE / OGDEN / SOUTH OGDEN

On 7/14/23, SCU Detectives received information Jesus Celaya-Ruiz was distributing cocaine in Washington Terrace, Ogden, and South Ogden. SCU detectives observed Celaya-Ruiz driving a black Cadillac, and knew he did not have a valid license. A traffic stop was conducted at 3600 Ogden Ave and K9 Capone was deployed on the vehicle, making a positive indication. During a search of the vehicle, seven grams of cocaine were located. Celaya-Ruiz was arrested and charged with F2 possession of a controlled substance with intent to distribute. He was booked into the Weber County jail accordingly.

ASSIST OTHER JURISDICTION/ CLEARFIELD

On 7/26/23, SCU Detectives assisted detectives from Clearfield PD on a carjacking case which occurred in Clearfield. KSL news released information regarding Melissa Rush, who was a suspect in the carjacking and aggravated assault of a 74 year-old Clearfield woman. Rush had fled to the area of 1800 W 2100 S in West Haven. SCU Detectives and patrol deputies assisted in searching the area, but Rush was not located. SCU Detectives have had previous contacts with Rush, and believed she may have moved to a previously known address in Clearfield. After receiving information from a confidential informant, Rush's location was confirmed. SCU Detectives assisted Clearfield PD and Davis Metro SWAT at an address in Clearfield, where a warrant was approved. During the service of the search warrant, Rush was located inside and arrested. Rush was booked into the Davis County jail on multiple felony charges. Rush also has criminal history of narcotics violations, theft, vehicle theft, burglary, and assault in West Haven, Ogden, Roy, and South Ogden.



STREET CRIMES (CONT)

On 7/27/23, Detective Garrett and Detective Weloth assisted SBI with a traffic stop which resulted in the seizure of two ounces of methamphetamine and multiple fentanyl pills. This case is part of a larger ongoing investigation.

WASHINGTON TERRACE / OGDEN / SOUTH OGDEN

On 8/2/23, SCU Detectives received information regarding the distribution of fentanyl in Washington Terrace, Ogden, and South Ogden. The suspect, was located at 24th and Madison in Ogden riding his bike on the street in the wrong direction. A stop was made, and the suspect was taken into custody on an arrest warrant. During a search incident to arrest, the suspect was found in possession of a distributable amount of fentanyl. Additionally, he was found in possession of methamphetamine, marijuana, and drug paraphernalia. He was booked into the Weber County jail on F2 distribution of a controlled substance, possession of methamphetamine, marijuana, and drug paraphernalia, along with his warrant.

WASHINGTON TERRACE/MARRIOTT-SLATERVILLE

On 08/10/2023, SCU Detectives were returning from the annual Guns and Hoses Charity Softball game when they observed a green GMC Safari at 800 Harrisville Road. Detectives knew the registered owner, had multiple warrants for theft out of Washington Terrace, Pleasant View and Ogden. A traffic stop was conducted and the suspect was taken into custody. The suspect has a history theft and narcotics violations throughout Weber County to include Washington Terrace, MSL, Roy, Ogden and Pleasant View.



SHERIFF'S QUARTERLY

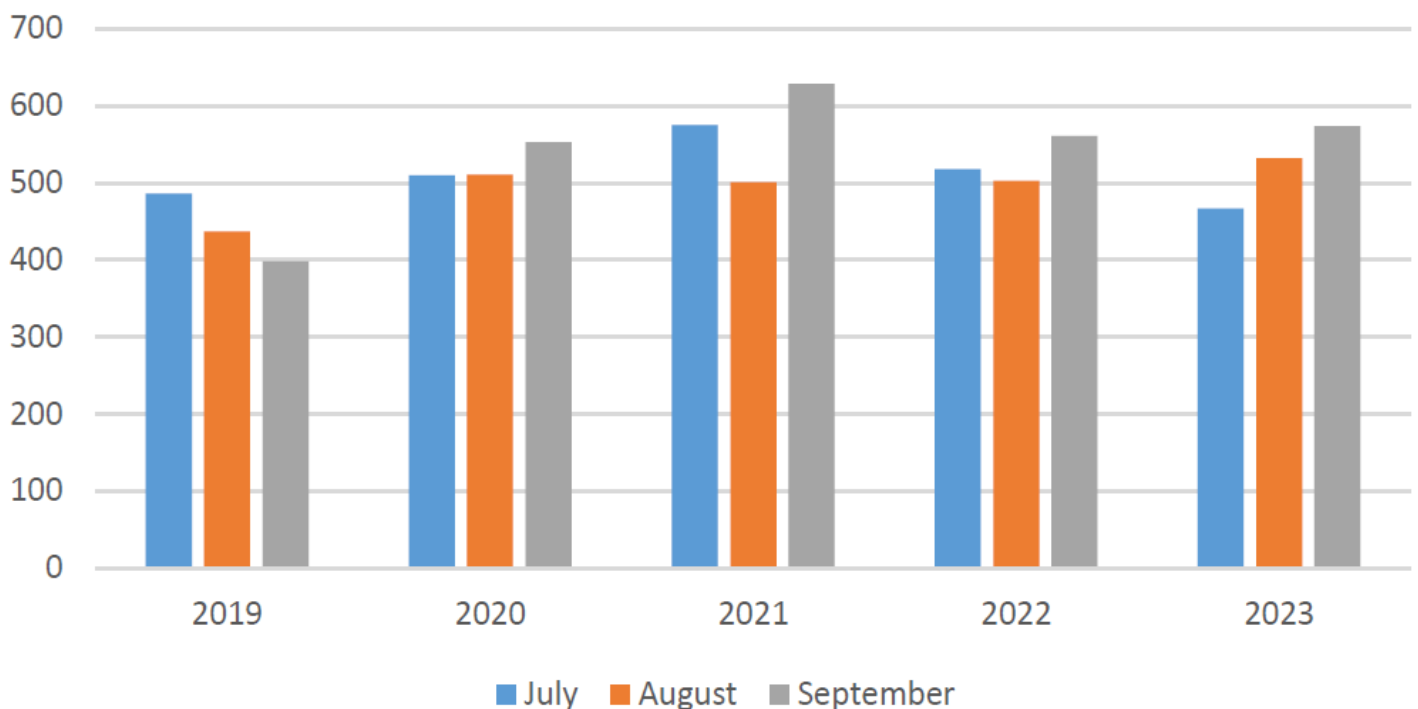
City of
WASHINGTON TERRACE
Utah

Integrity, Initiative, Intelligence

CALLS FOR SERVICE:

	2019	2020	2021	2022	2023
July	486	510	575	518	467
August	437	511	501	503	532
September	398	553	629	561	574
TOTAL	1321	1574	1705	1582	1573

Calls For Service





SHERIFF'S QUARTERLY

City of
WASHINGTON TERRACE
Utah

Integrity, Initiative, Intelligence

FOLLOW UP TO COUNCIL CONCERNS:

It was reported from some concerned citizens a transient had been setting up camp in George Van-Leewan Park. Deputies performed several extra patrols of the park during the day and night and did not find any signs transient activity.

Speed complaint in the area of 200 W 4700 S. The speed trailer was set up for 2 weeks to survey traffic traveling on 200 W between 4700 S and 275 W both northbound and southbound. During the 2 week period 2,023 vehicles traveled on this roadway with 1,999 in the compliant zone of 25mph or under. 15 vehicles were in the low risk zone of 26-30 mph. Zero vehicles were surveyed traveling above 30 mph. (see attached forms for complete survey)



Start: 2023-09-18

End: 2023-09-26

Times: 0:00:00-23:59:59

Compliance & Risk Report

(WT) 4670 S 200 W, SB

Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

Speed Range: 1 to 150

Time View: By Hour (Total Volumes)

Time	Speed Limit	Mode	Compliant	Low Risk	Medium Risk	High Risk	Total Num Vehicles
0:00	25	Dependent Messages	7	0	0	0	7
1:00	25	Dependent Messages	1	0	0	0	1
2:00	25	Dependent Messages	1	0	0	0	1
3:00	25	Dependent Messages	0	0	0	0	0
4:00	25	Dependent Messages	1	0	0	0	1
5:00	25	Dependent Messages	7	2	0	0	9
6:00	25	Dependent Messages	24	0	0	0	24
7:00	25	Dependent Messages	44	2	0	0	46
8:00	25	Dependent Messages	37	1	0	0	38
9:00	25	Dependent Messages	47	1	0	0	48
10:00	25	Dependent Messages	47	0	0	0	47
11:00	25	Dependent Messages	64	0	0	0	64
12:00	25	Dependent Messages	84	0	0	0	84
13:00	25	Dependent Messages	81	0	0	0	81
14:00	25	Dependent Messages	50	0	0	0	50
15:00	25	Dependent Messages	118	2	0	0	120
16:00	25	Dependent Messages	76	0	0	0	76
17:00	25	Dependent Messages	70	1	0	0	71
18:00	25	Dependent Messages	50	0	0	0	50
19:00	25	Dependent Messages	46	0	0	0	46
20:00	25	Dependent Messages	27	0	0	0	27
21:00	25	Dependent Messages	26	0	0	0	26
22:00	25	Dependent Messages	15	0	0	0	15
23:00	25	Dependent Messages	3	0	0	0	3
Total			926	9	0	0	935



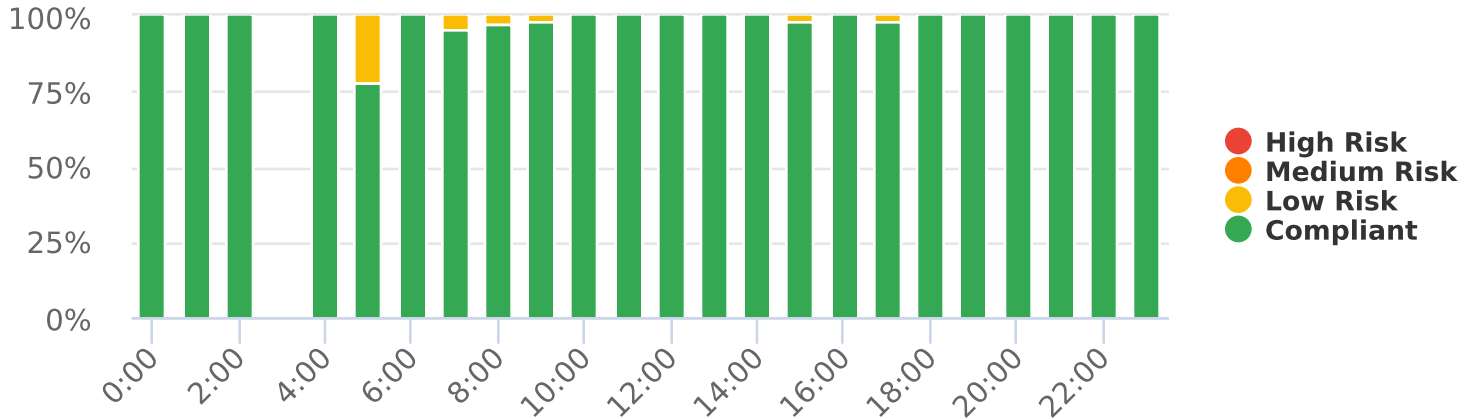
Start: 2023-09-18
End: 2023-09-26
Times: 0:00:00-23:59:59

Compliance & Risk Report

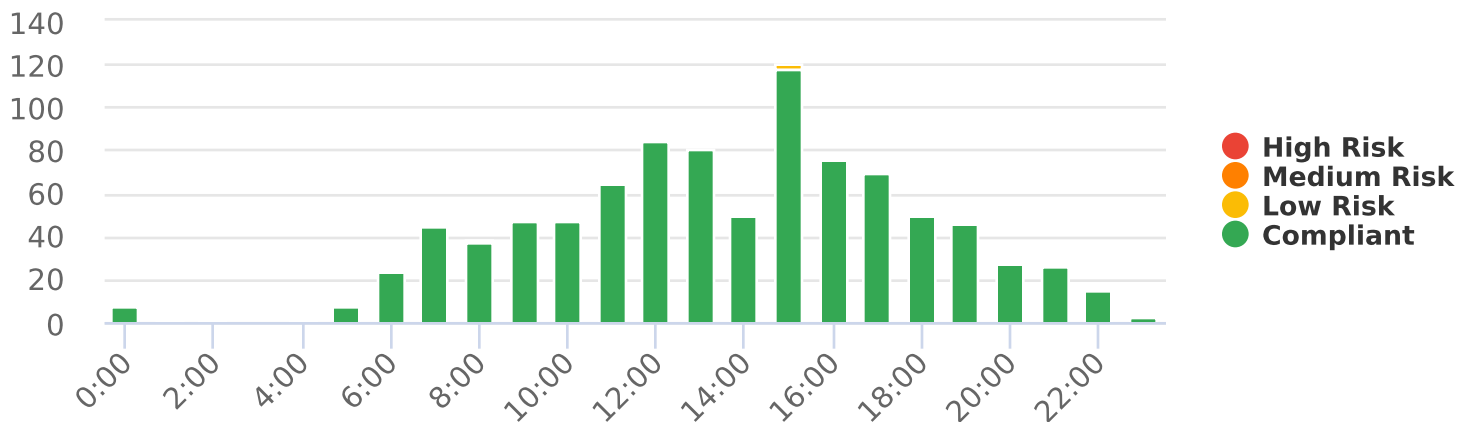
(WT) 4670 S 200 W, SB

Medium Risk Threshold: Speed Limit + 10
High Risk Threshold: Speed Limit + 20
Speed Range: 1 to 150
Time View: By Hour (Total Volumes)

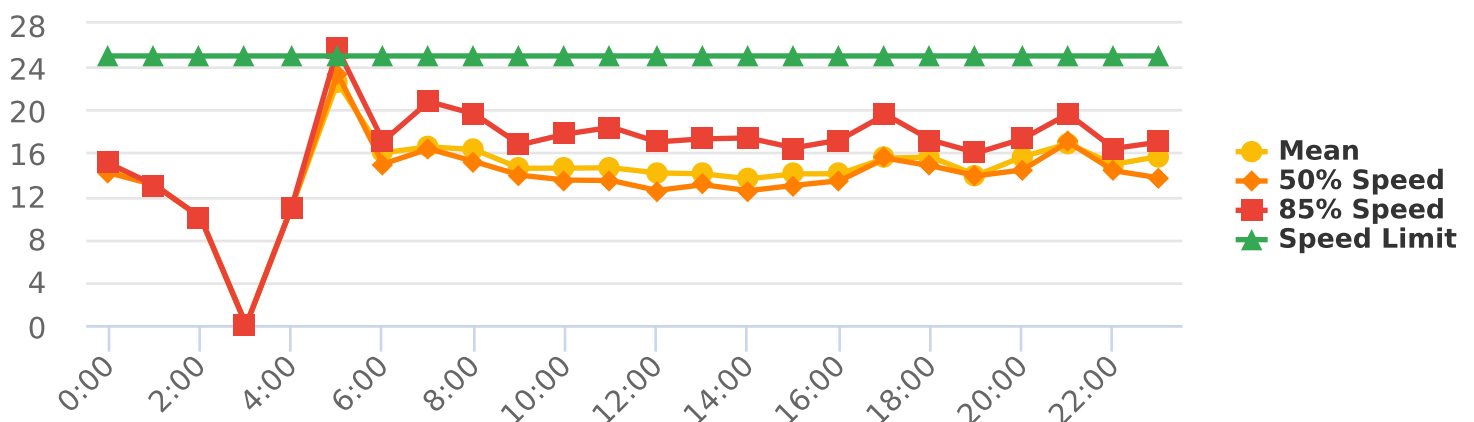
Compliance % by Hour (Totals)



Compliance by Hour (Totals)



Speeds





Start: 2023-09-28

End: 2023-10-04

Times: 0:00:00-23:59:59

Compliance & Risk Report

(WT)4650 S 200 W, NB

Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

Speed Range: 1 to 150

Time View: By Hour (Total Volumes)

Time	Speed Limit	Mode	Compliant	Low Risk	Medium Risk	High Risk	Total Num Vehicles
0:00	25	Dependent Messages	5	0	0	0	5
1:00	25	Dependent Messages	2	0	0	0	2
2:00	25	Dependent Messages	2	0	0	0	2
3:00	25	Dependent Messages	6	0	0	0	6
4:00	25	Dependent Messages	9	0	0	0	9
5:00	25	Dependent Messages	16	0	0	0	16
6:00	25	Dependent Messages	46	0	0	0	46
7:00	25	Dependent Messages	25	0	0	0	25
8:00	25	Dependent Messages	40	0	0	0	40
9:00	25	Dependent Messages	59	1	0	0	60
10:00	25	Dependent Messages	80	1	0	0	81
11:00	25	Dependent Messages	80	0	0	0	80
12:00	25	Dependent Messages	91	1	0	0	92
13:00	25	Dependent Messages	84	1	0	0	85
14:00	25	Dependent Messages	94	3	0	0	97
15:00	25	Dependent Messages	80	0	0	0	80
16:00	25	Dependent Messages	81	2	0	0	83
17:00	25	Dependent Messages	97	3	0	0	100
18:00	25	Dependent Messages	69	3	0	0	72
19:00	25	Dependent Messages	48	0	0	0	48
20:00	25	Dependent Messages	26	0	0	0	26
21:00	25	Dependent Messages	14	0	0	0	14
22:00	25	Dependent Messages	17	0	0	0	17
23:00	25	Dependent Messages	2	0	0	0	2
Total			1073	15	0	0	1088



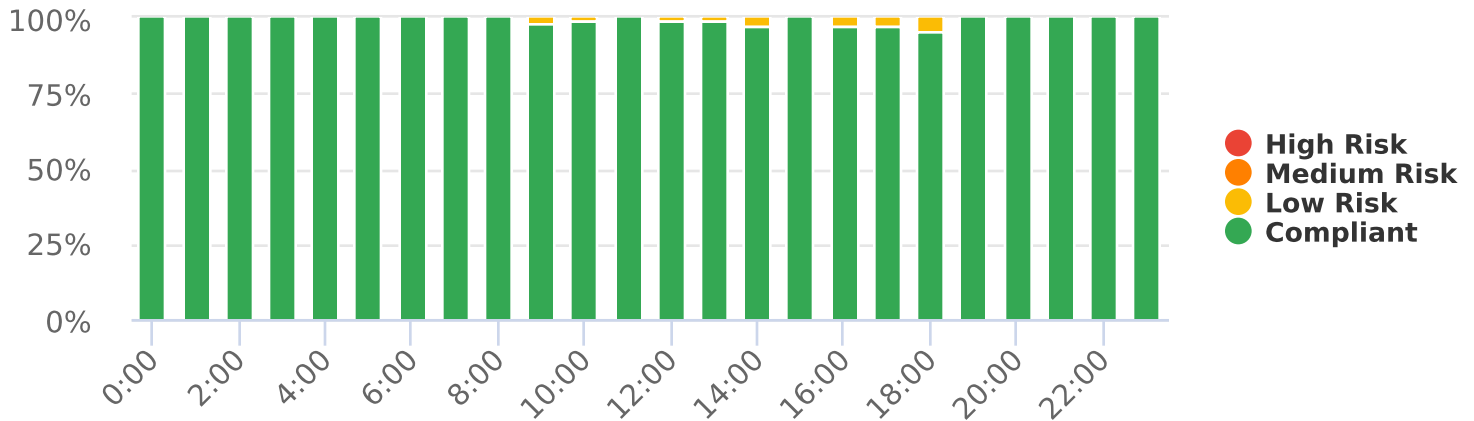
Start: 2023-09-28
End: 2023-10-04
Times: 0:00:00-23:59:59

Compliance & Risk Report

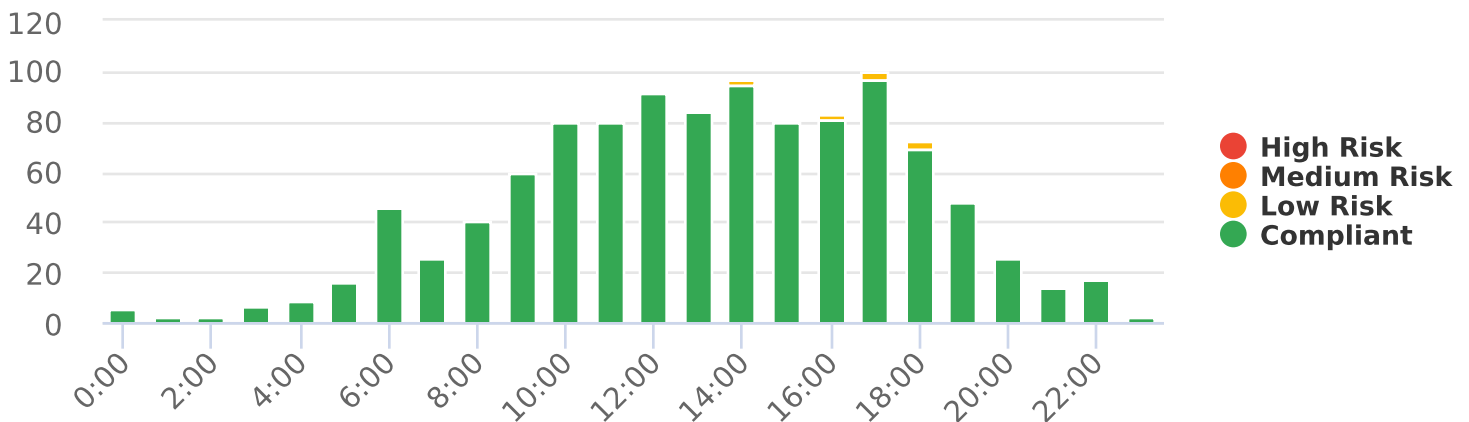
(WT)4650 S 200 W, NB

Medium Risk Threshold: Speed Limit + 10
High Risk Threshold: Speed Limit + 20
Speed Range: 1 to 150
Time View: By Hour (Total Volumes)

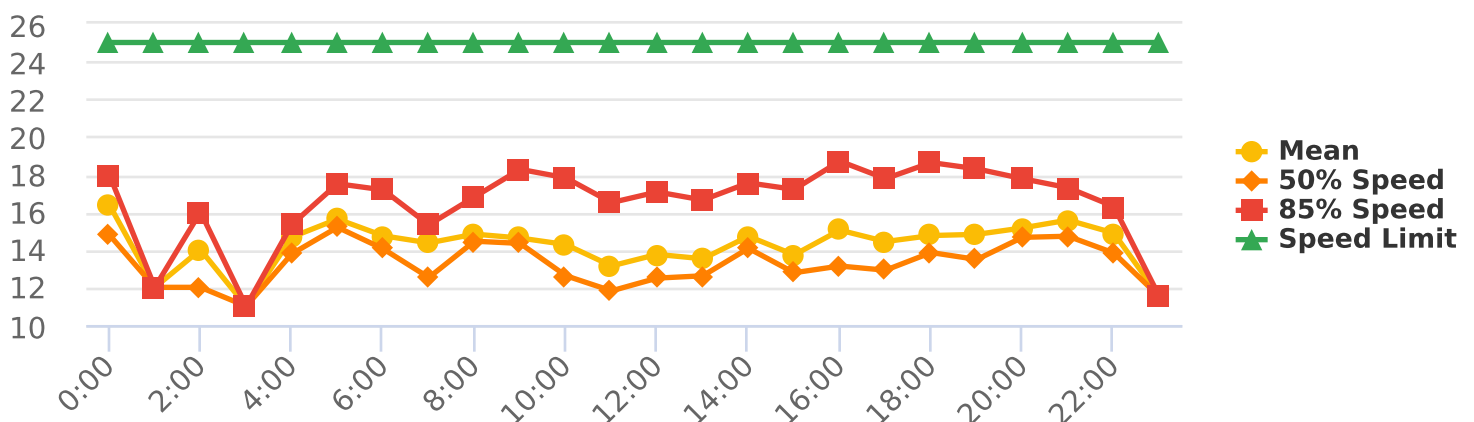
Compliance % by Hour (Totals)



Compliance by Hour (Totals)



Speeds





Start: 2023-09-18
End: 2023-09-26
Times: 0:00:00-23:59:59

Speed Bins: Size 10, Range 1 to 150
Time View: By Day (Total Volumes)

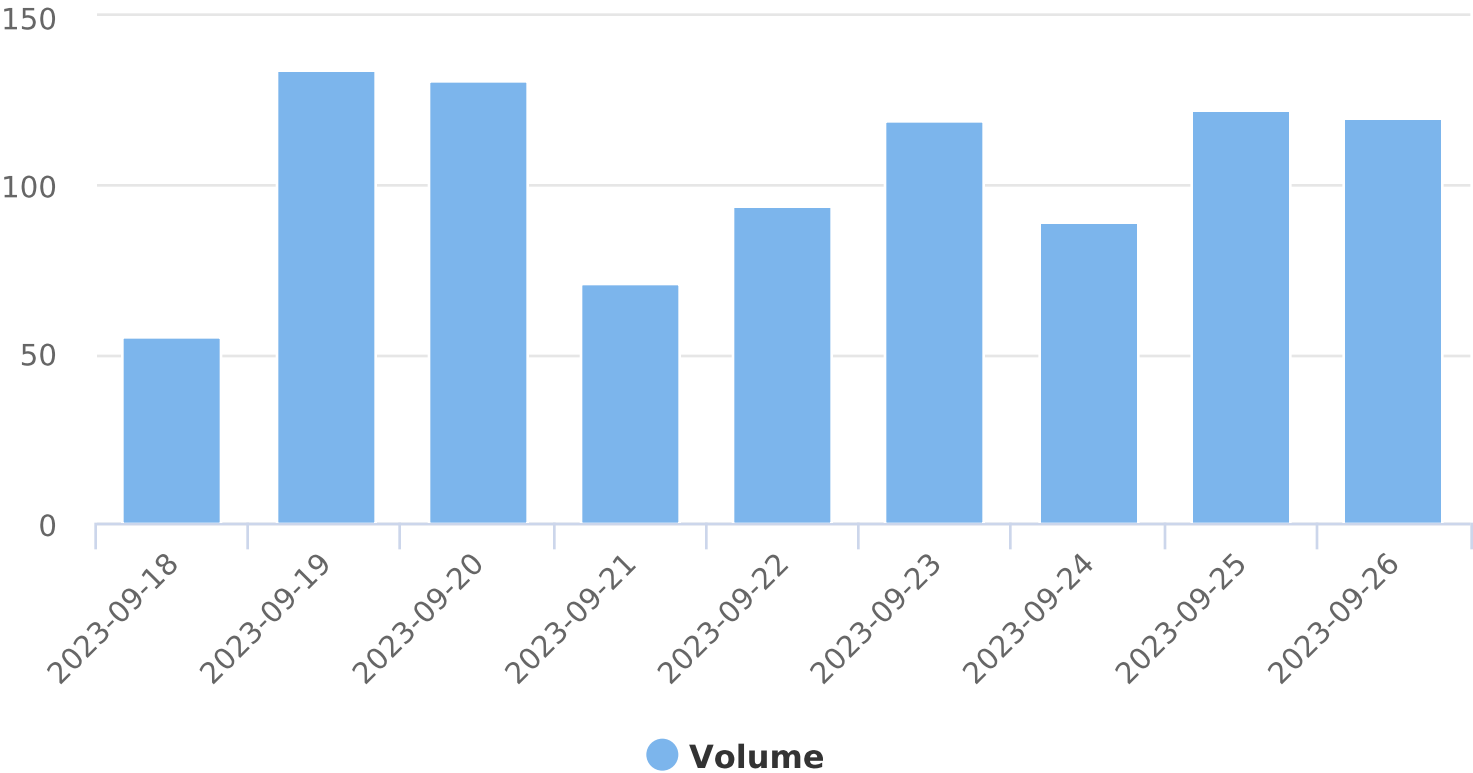
Date	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
09-18	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	16	9	11	5	3	2	8	1	0	55
09-19	0	0	0	0	1	7	8	9	7	7	9	5	12	13	10	12	8	6	6	5	8	0	1	0	134
09-20	0	0	0	0	0	0	2	9	8	2	10	15	13	10	12	12	10	8	5	5	3	3	4	0	131
09-21	1	0	0	0	0	0	5	4	4	2	5	4	2	3	3	7	2	5	9	3	4	3	5	0	71
09-22	0	0	1	0	0	1	1	4	1	5	2	6	7	11	3	16	4	7	4	16	2	1	1	1	94
09-23	1	0	0	0	0	0	1	2	0	8	6	12	11	22	1	11	17	10	2	7	4	0	2	2	119
09-24	1	0	0	0	0	1	0	3	3	10	1	5	13	6	6	12	7	7	6	3	2	2	1	0	89
09-25	1	1	0	0	0	0	4	2	8	7	5	8	13	8	8	20	11	9	9	3	1	4	0	0	122
09-26	3	0	0	0	0	0	3	13	7	7	9	9	13	8	7	14	8	8	4	1	1	5	0	0	120
Total	7	1	1	0	1	9	24	46	38	48	47	64	84	81	50	120	76	71	50	46	27	26	15	3	935



Start: 2023-09-18
End: 2023-09-26
Times: 0:00:00-23:59:59

Speed Bins: Size 10, Range 1 to 150
Time View: By Day (Total Volumes)

Daily Total Volume





Start: 2023-09-28
End: 2023-10-04
Times: 0:00:00-23:59:59

Speed Bins: Size 10, Range 1 to 150
Time View: By Day (Total Volumes)

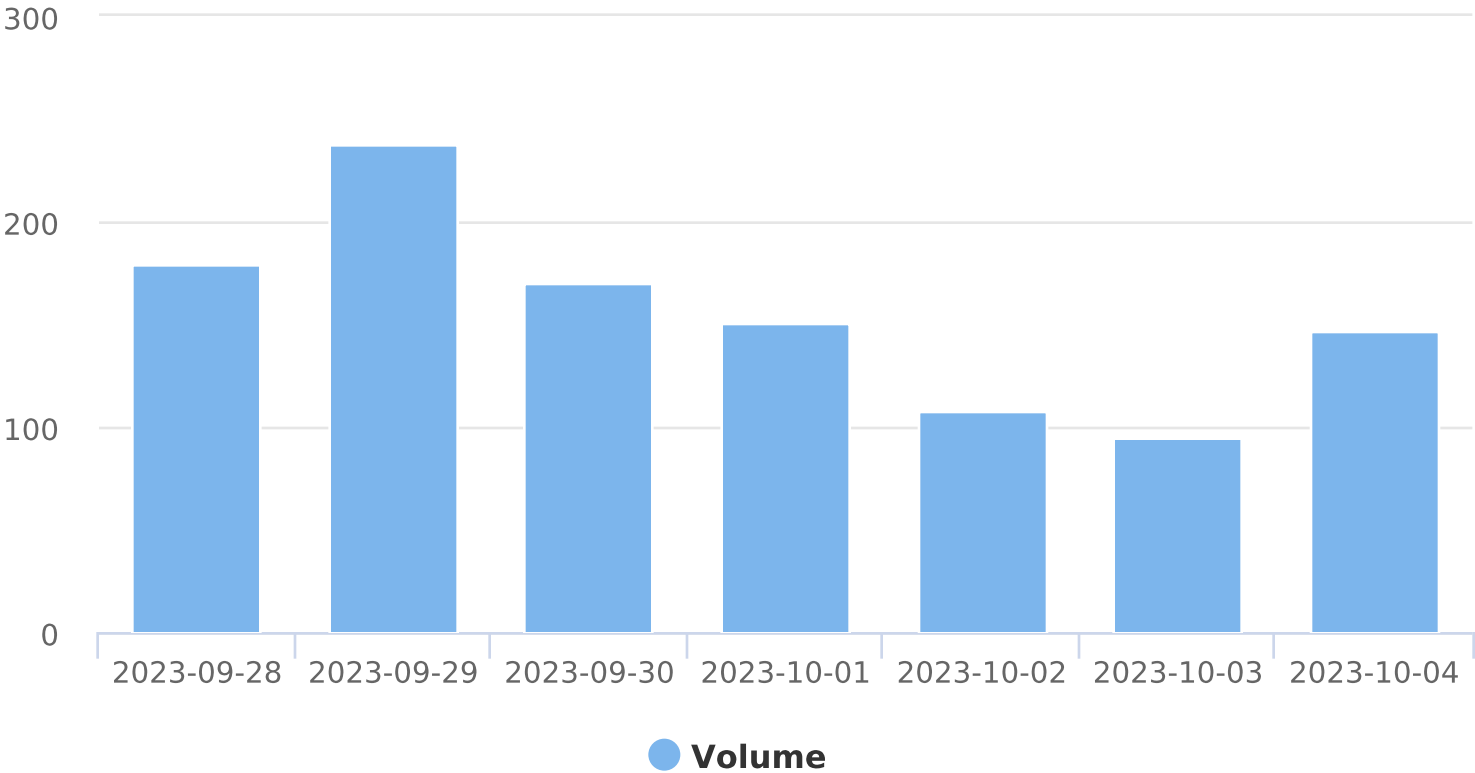
Date	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
09-28	2	0	0	0	2	1	1	4	4	4	15	12	21	14	18	11	30	18	11	8	2	1	0	0	179
09-29	1	0	0	1	0	5	3	1	8	8	21	22	29	20	15	24	14	23	16	12	5	3	6	1	238
09-30	1	0	0	1	0	2	1	4	10	19	22	22	9	6	16	10	5	17	15	4	2	3	1	0	170
10-01	1	0	0	1	1	1	29	0	7	10	7	1	8	18	16	2	9	12	11	7	5	4	1	0	151
10-02	0	0	0	1	4	2	3	8	2	9	0	9	6	9	9	8	7	11	8	5	4	1	2	0	108
10-03	0	1	0	1	0	3	6	5	5	1	4	4	9	5	13	9	4	6	8	3	3	1	4	0	95
10-04	0	1	2	1	2	2	3	3	4	9	12	10	10	13	10	16	14	13	3	9	5	1	3	1	147
Total	5	2	2	6	9	16	46	25	40	60	81	80	92	85	97	80	83	100	72	48	26	14	17	2	1088



Start: 2023-09-28
End: 2023-10-04
Times: 0:00:00-23:59:59

Speed Bins: Size 10, Range 1 to 150
Time View: By Day (Total Volumes)

Daily Total Volume





Start: 2023-09-18

End: 2023-09-26

Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150

Time View: By Hour (Total Volumes)

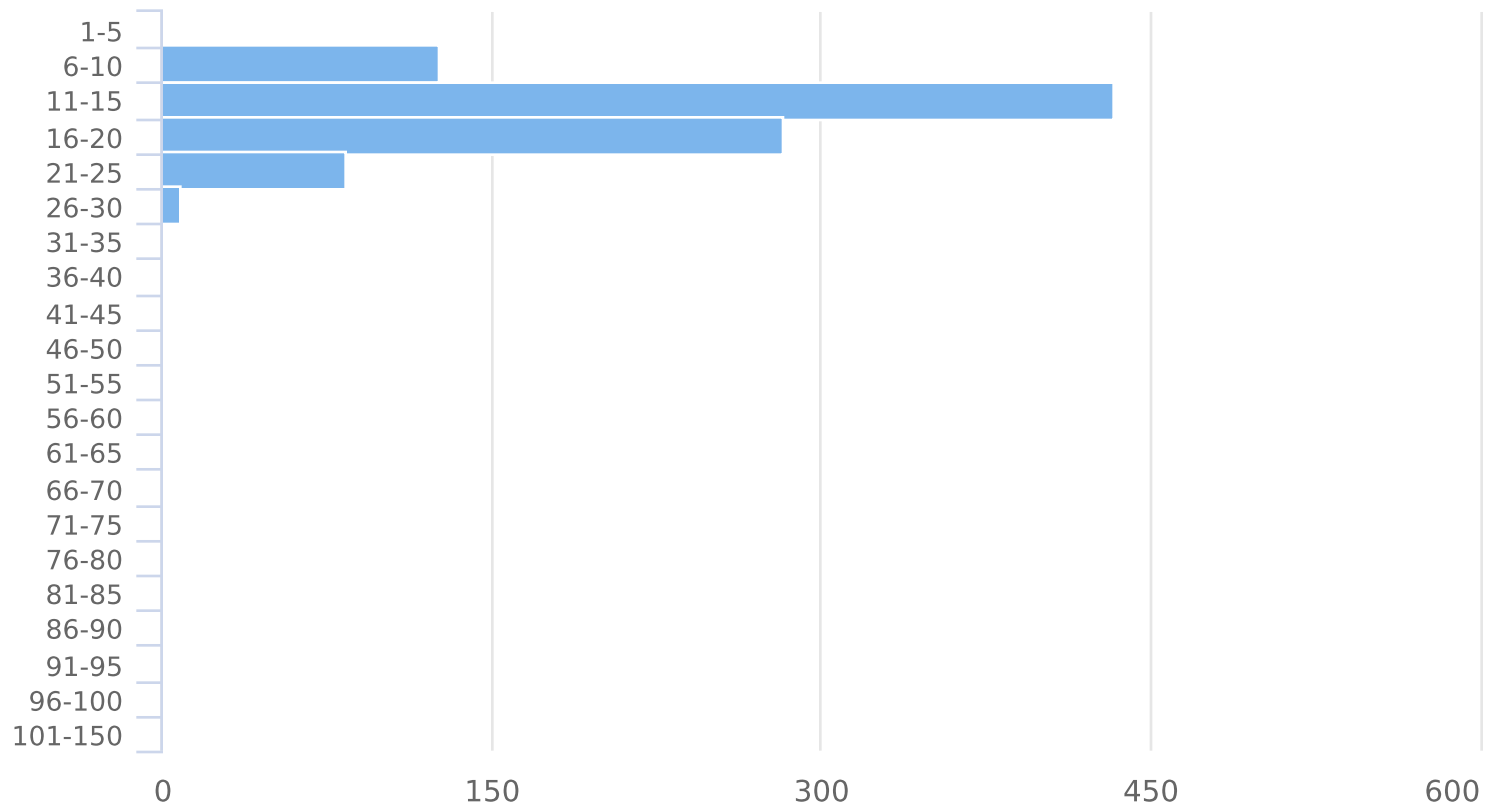
Time	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	101 to 150	Avg Speed	Total
0:00	0	1	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.7	7
1:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13.0	1
2:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10.0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	0
4:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11.0	1
5:00	0	0	0	3	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.3	9
6:00	0	0	12	10	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16.1	24
7:00	0	3	15	19	7	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16.9	46
8:00	0	4	12	17	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16.3	38
9:00	0	4	25	14	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.8	48
10:00	0	6	22	15	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.5	47
11:00	0	10	29	17	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.8	64
12:00	0	19	36	21	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.1	84
13:00	0	18	37	21	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.0	81
14:00	0	11	24	13	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13.7	50
15:00	0	12	74	27	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.1	120
16:00	0	12	38	20	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.3	76
17:00	0	11	24	24	11	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.7	71
18:00	0	4	21	21	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.6	50
19:00	0	6	28	11	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.1	46
20:00	0	2	14	8	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.6	27
21:00	0	2	7	11	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16.9	26
22:00	0	0	8	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.8	15
23:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.3	3
Total	0	126	433	283	84	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.9	935



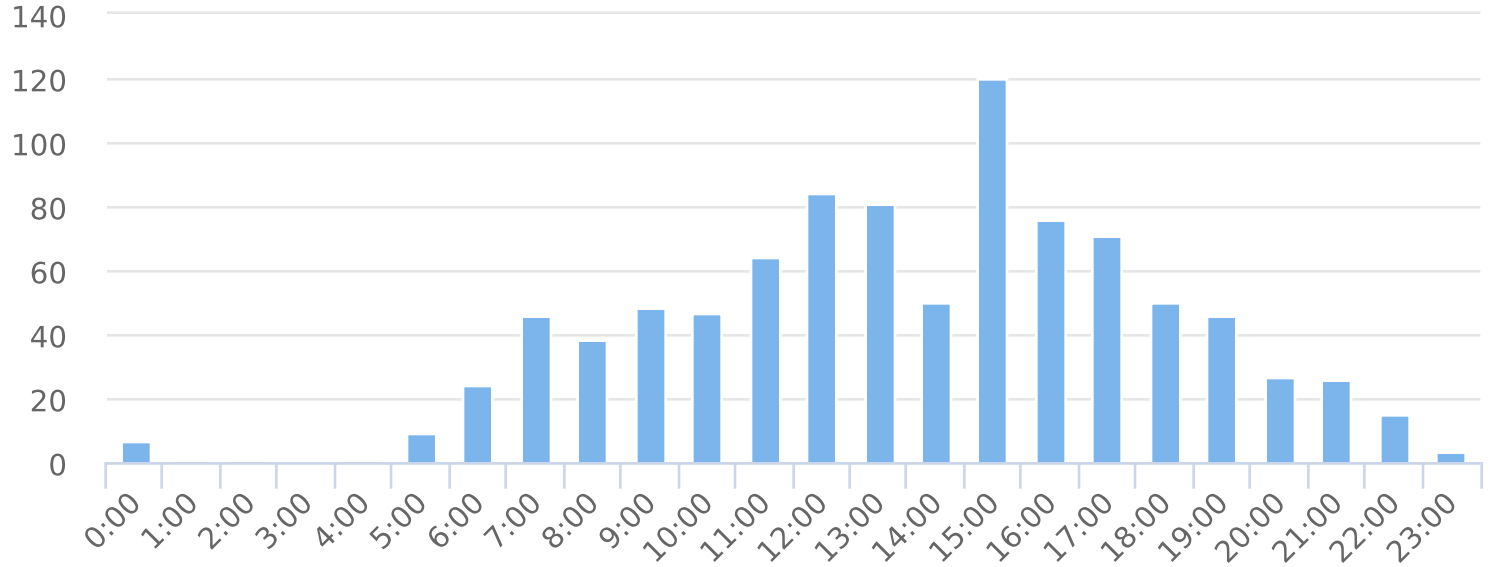
Start: 2023-09-18
End: 2023-09-26
Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150
Time View: By Hour (Total Volumes)

Total Volume by Speed Distribution



Volume over Time





Start: 2023-09-28

End: 2023-10-04

Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150

Time View: By Hour (Total Volumes)

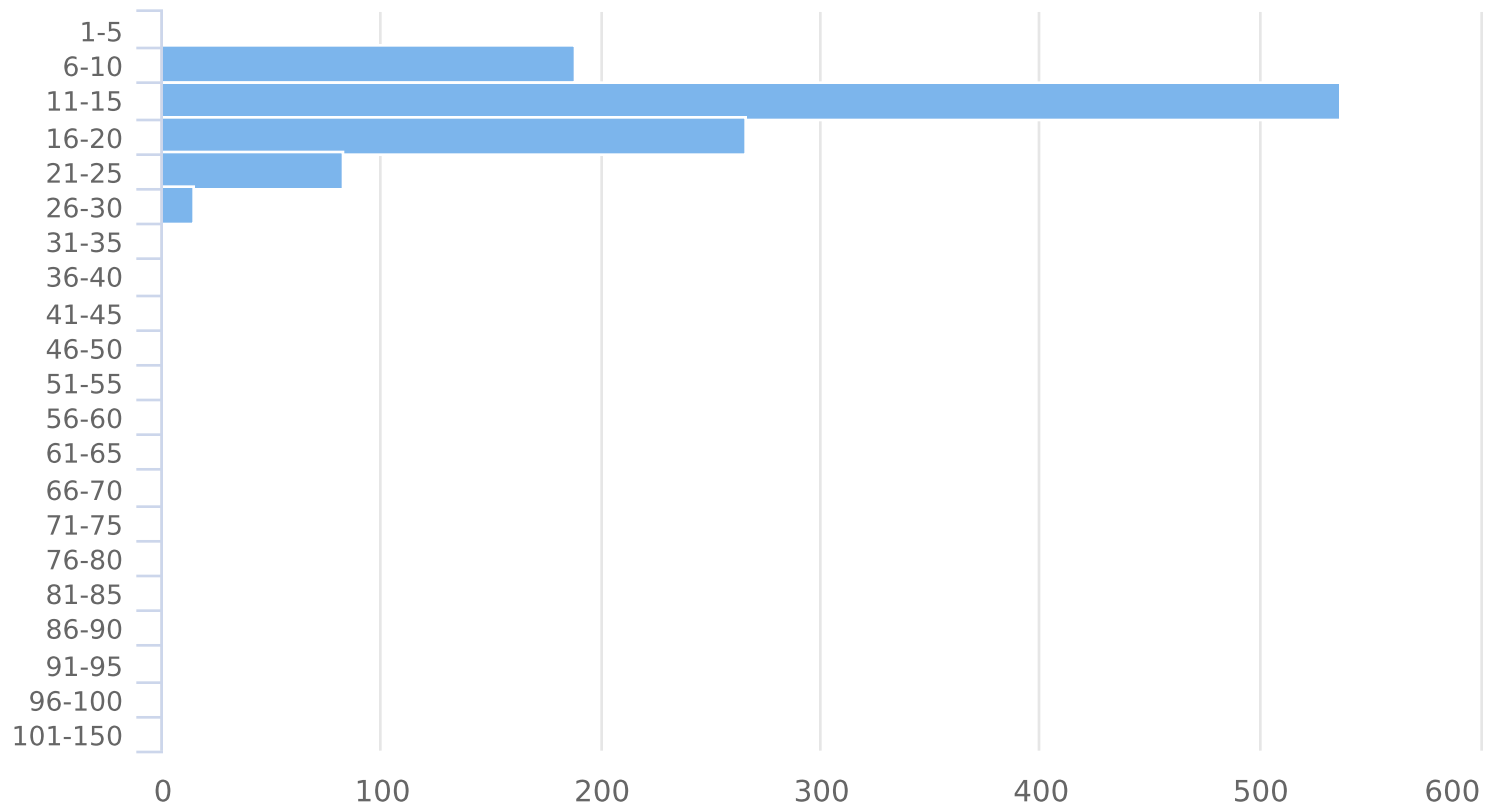
Time	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	101 to 150	Avg Speed	Total
0:00	0	1	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16.4	5
1:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12.0	2
2:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.0	2
3:00	0	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11.0	6
4:00	0	1	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.3	9
5:00	0	5	3	5	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.6	16
6:00	0	8	22	11	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.7	46
7:00	0	4	12	8	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.3	25
8:00	0	5	16	16	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.9	40
9:00	0	9	28	16	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.9	60
10:00	0	13	43	20	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.0	81
11:00	0	25	35	17	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13.1	80
12:00	0	15	55	18	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13.8	92
13:00	0	18	45	18	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13.4	85
14:00	0	10	51	22	11	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.9	97
15:00	0	15	45	16	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13.8	80
16:00	0	13	39	20	9	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.0	83
17:00	0	16	50	21	10	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.6	100
18:00	0	11	33	20	5	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.9	72
19:00	0	9	20	16	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.7	48
20:00	0	3	11	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.2	26
21:00	0	2	6	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.6	14
22:00	0	1	10	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.9	17
23:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11.5	2
Total	0	188	537	266	82	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.3	1088



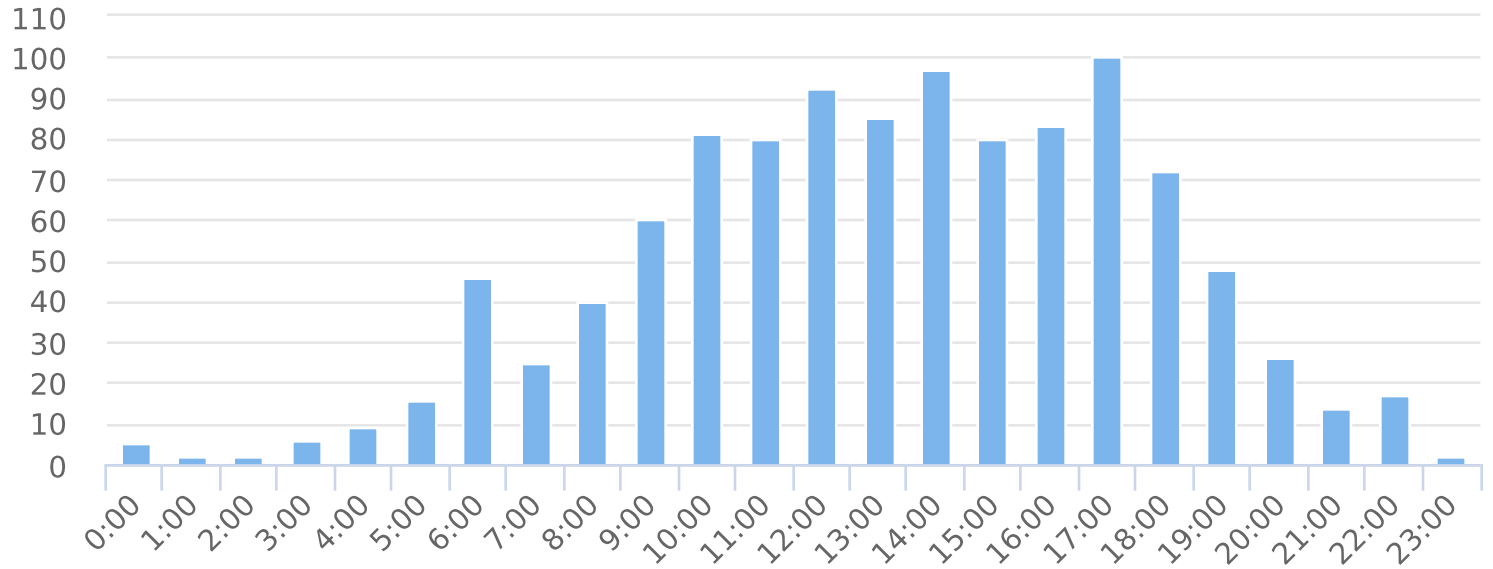
Start: 2023-09-28
End: 2023-10-04
Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150
Time View: By Hour (Total Volumes)

Total Volume by Speed Distribution



Volume over Time



WASHINGTON TERRACE THIRD QUARTER COMPARISON 2023 to 2022

	Attack/Bite	Barking	Stray/Roaming	Carcass Removal	Citizen Assist.	Followup	Injured animal	Citations	Cruelty	Calls For Service	Extra Patrol
Sep-23	0	4	18	1	1	4	3	1	4	37	1
Aug-23	0	2	11	0	3	10	0	1	3	23	2
Jul-23	1	1	13	1	3	5	2	3	3	33	1
quarterly totals 2023	1	7	42	2	7	19	5	5	10	93	4
Sep-22	3	6	21	0	1	3	1	5	1	44	3
Aug-22	1	2	13	1	1	6	2	1	0	29	2
Jul-22	6	2	17	5	2	5	0	0	2	42	3
quarterly totals 2022	10	10	51	6	4	14	3	6	3	115	8

Combined Statistics Report

WT

Intake Type

09/01/23 to 09/30/23

Cats 5

RETURN 1

STRAY 4

Dogs 3

CONFISCATE 1

RETURN 1

STRAY 1

Total Intakes: 8

Outcome Type

09/01/23 to 09/30/23

Cats 3

ADOPTION 3
OWNER NEW 3

Dogs 5

ADOPTION 2
OWNER NEW 2

TRANSFER 3
RESCUE GRP 3

Total Outcomes: 8

23SO10220 ANIMAL CONTROL WT SO 14:01:53 09/28/23 RMK 4940 S 425 W; #1

23SO9856 BARKING DOG WT SC 13:12:05 09/18/23 RMK 431 W 4650 S
23SO9860 ANIMAL CONT WT SC 13:55:55 09/18/23 RMK 443 W 4650 S
23SO9896 ANIMAL CONT WT SC 10:28:41 09/19/23 RMK 367 W 4900 S; #3

23SO9841 EXTRA PATROL WT SO 08:48:26 09/18/23 RMK 5100 S 625 W; ROHMER PARK
23SO9844 ANIMAL CONTROL WT SO 09:14:07 09/18/23 RMK 4424 S 300 W
23SO9848 ANIMAL CONTROL WT SO 09:39:53 09/18/23 RMK 5528 S 50 E
23SO9859 ANIMAL CONTROL WT SO 13:28:52 09/18/23 RMK 443 W 4650 S
23SO9865 ANIMAL CONTROL WT SO 15:30:19 09/18/23 5450 S 125 E
23SO9960 MISSING ANIMAL WT SO 10:04:56 09/21/23 RMK 5195 S 300 E
23SO9963 ANIMAL CONTROL WT SO 10:39:37 09/21/23 283 W 5100 S
23SO9966 ANIMAL CONTROL WT SO 11:50:07 09/21/23 RMK 239 W 4700 S
23SO9967 ANIMAL CONTROL WT SO 11:53:20 09/21/23 RMK 234 E 4700 S
23SO9993 ANIMAL CONTROL WT SO 07:39:44 09/22/23 RMK 239 W 4700 S
23SO10006 ANIMAL CONTROL WT SO 09:53:08 09/22/23 RMK 20 E 4600 S; WASHINGTON TERRACE ELEV
23SO10008 ANIMAL CONTROL WT SO 11:49:51 09/22/23 RMK 346 E 4600 S
23SO10014 ANIMAL CONTROL WT SO 13:26:46 09/22/23 RMK 346 E 4600 S

23SO9212 ANIMAL CONTRO WT SO 10:29:28 09/01/23 RMK 589 W 5000 S
23SO9226 ANIMAL CONTRO WT SO 13:40:17 09/01/23 RMK 200 W 4700 S
23SO9367 ANIMAL CONTRO WT SO 09:11:30 09/05/23 RMK 4700 S 100 W
23SO9372 ANIMAL CONTRO WT SO 11:26:46 09/05/23 RMK 5100 S 625 W; ROHMER PARK
23SO9380 ANIMAL CONTRO WT SO 15:22:40 09/05/23 RMK 227 E 4400 S
23SO9422 ANIMAL CONTRO WT SO 16:12:53 09/06/23 RMK 4424 S 300 W
23SO9498 FOLLOW UP WT SO 14:10:42 09/08/23 RMK 443 W 4650 S
23SO9676 ANIMAL CONTRO WT SO 15:15:05 09/13/23 RMK 4917 S 425 W; # 1
23SO9741 MISSING ANIMAL WT SO 09:39:50 09/15/23 RMK 5058 S 550 W

23SO9446 ANIMAL CONTROI WT SO 09:11:07 09/07/23 RMK 4424 S 300 W
23SO9455 ANIMAL CONTROI WT SO 13:16:24 09/07/23 RMK S RIDGELINE DR & W 4800 S; 500 W; W LAKE
23SO9495 ANIMAL CONTROI WT SO 12:22:55 09/08/23 RMK 4446 S 200 W

**CITY OF WASHINGTON TERRACE
RESOLUTION 2023-14**

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN WASHINGTON
TERRACE CITY AND VARIOUS ENTITIES FOR AUTOMATIC FIRE AID.**

WHEREAS, the City of Washington Terrace (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

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

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

WHEREAS, the City and various entities have negotiated an Interlocal Agreement for Automatic Fire Aid where the City and various entities find mutual benefit;

WHEREAS, the City finds that the Agreement improves public health, safety, and welfare;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington Terrace that the Interlocal Agreement set forth in Exhibit “A” is entered with various entities for the purposes contained in the Agreement and said Agreement is hereby approved and incorporated by this reference. The City Council hereby authorizes and directs the Mayor to execute the Agreement for and on behalf of City. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2023.

MARK C. ALLEN, Mayor

ATTEST:

City Recorder

Roll Call Vote
Council Member Barker
Council Member Christiansen
Council Member Ferlin
Council Member Seal
Council Member West

INTERLOCAL AUTOMATIC AID FIRE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2023 (“effective date”), pursuant to the provisions of the Interlocal Cooperation Act, by and between **OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **ROY CITY CORPORATION**, a municipal corporation of the State of Utah, **SOUTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **RIVERDALE CITY CORPORATION**, a municipal corporation of the State of Utah, **WASHINGTON TERRACE CITY**, a municipal corporation of the State of Utah, **NORTH VIEW FIRE DISTRICT**, a political subdivision of the State of Utah, and the **WEBER FIRE DISTRICT**, a political subdivision of the State of Utah.

WITNESSETH:

WHEREAS, the parties are desirous of entering an agreement for providing automatic mutual aid for fire protection among the parties; and

WHEREAS, such agreement is in furtherance of the purposes of Section 11-7-1, Utah Code Annotated, 1953, as amended; and

WHEREAS, each party desires to cooperate with and assist the other for structural fire protection at the receipt of such an alarm; and

WHEREAS, this Agreement is intended to “enhance” but not replace the existing “Mutual Aid Agreements.”

NOW, THEREFORE, it is hereby agreed:

1. That upon receipt of a report of a structure fire or other fire threatening a structure, the dispatch center responsible for dispatching the incident will dispatch the standard complement of firefighting equipment and personnel from that jurisdiction. In addition, the dispatcher will also immediately see that the next due “Automatic Aid” fire company, as provided under this Agreement, is dispatched to the same incident. Selection of the “Automatic Aid” fire company will be made by computer aided dispatch according to mutually satisfactory boundaries as approved by the respective Fire Chiefs of each party.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The “Automatic Aid” fire company being requested must be currently in an “available” status.
- b. The responding company must be a “pumping” apparatus of Class A engine type or “quint” style aerial device with Class A engine specifications. Such responding company must respond with no fewer than two firefighters on board.

- c. The “Automatic Aid” fire company must respond immediately from the fire station to which they are assigned immediately upon receipt of the alarm. All such responders must ride the fire engine to the incident. None shall respond by private vehicle.
- d. Dispatch will issue the following information to the responding “Automatic Aid” fire company:
 - i. Address of incident;
 - ii. Type of fire;
 - iii. Special considerations of life safety;
 - iv. Incident command designation; and
 - v. Commander’s name or unit when available.
- e. All parties under this agreement will function under the Incident Command System as taught by the National Fire Academy and as practiced under Weber area local guidelines and standard operating procedures (SOP’s). The responding “Automatic Aid” fire company shall report to the Incident Commander at the location to which the equipment is dispatched, and shall be subject to the orders of that commander.
- f. The responding “Automatic Aid” fire company shall be released by the requesting organization when the services of the “Automatic Aid” fire company are determined to not be required or when the “Automatic Aid” fire company is needed to provide fire protection to its own jurisdiction, such need to be the sole determination of the responding organization.
- g. Assistance under this Agreement may be refused by the supervising shift officer or any of the parties if, in the supervisor’s best judgment, it is determined that the party is unable to reasonably respond.

3. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of performing this Agreement.

4. Neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement.

5. All privileges and immunities from liability which surround the activities of any firefighting force or fire department, when performing its functions within the other party’s territorial limits, shall apply to the activities of that other party’s firefighting department while furnishing fire protection outside its territorial limits under this Agreement.

6. The effect of the death or injury of any firefighter, who is killed or injured while responding to an incident outside the territorial limits of the firefighter department of which the firefighter is a member and while that department is functioning pursuant to this Agreement, shall be the same as if the firefighter were killed or injured while that department was

functioning within its own territorial limits, and such death or injury shall be considered to be in the line of duty.

7. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

8. This Agreement shall not relieve any party of any obligation or responsibility imposed upon any of the parties by law, except that the performance of a responding party may be offered in satisfaction of any such obligation or responsibility to the extent of actual and timely performance thereof by the responding party.

9. This Agreement shall be effective for a period of five (5) years from the effective date. Any party may terminate its obligations under this Agreement after giving thirty (30) days advance written notice of termination to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating part from the obligations created herein.

10. This Agreement shall become affective as set out above provided it has been approved as appropriate by the above mentioned parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.

11. The Interlocal Automatic Aid Fire Agreement dated November 1, 2019 is hereby terminated and superseded in its entirety by the terms of this Agreement.

OGDEN CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder
APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

ROY CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

WEBER FIRE DISTRICT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney for Weber Fire District

**SOUTH OGDEN CITY CORPORATION, a
Utah Municipal Corporation**

By: Matthew J. Dym
Title: City Manager
Date: 7/17/2023

ATTEST:

DeeDee Kapetanos
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

E. L. Johnson
City Attorney

NORTH VIEW FIRE DISTRICT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney for North View Fire District

RIVERDALE CITY, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

WASHINGTON TERRACE CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

City Council Staff Report



Author: Tom Hanson

Subject: Solid Waste Flow Control

Date: 9/19/2023

Type of Item: Discussion / Action

Summary Recommendation: Summary Recommendation: Weber County and various cities within the county have been effectively utilizing the Weber County Transfer Station as the primary destination for disposing of curbside waste. Its central location makes it an ideal facility for the disposal of solid waste throughout the entire county. Contracted cities, waste transporters, and local residents have all recognized the Transfer Station as a valuable service for the greater Weber County area, particularly for the proper disposal of Mainstream Waste (MSW).

To ensure the continued availability of the Transfer Station for both current and future needs, the Solid Waste Committee, chaired by Mayor Allen, recommends adopting a collaborative approach. This entails entering into an Interlocal Cooperation Agreement, which would guarantee a consistent waste supply to the transfer station. Under this agreement, all parties utilizing the facility would have the added confidence that the Transfer Station will remain open for waste disposal, with the condition that each municipality commits to using the Transfer Station exclusively for MSW disposal.

Description:

- A. **Topic:** Interlocal Cooperation Agreement for Mainstream Waste
- B. **Background:** After the forced closure of the Weber County landfill in 1997 the county opened the rail transfer station in 1999 where the operation continued rail car transfers until 2006 when the operation and transportation changed to a trucking operation. Waste is and has been a commodity that is in high demand...that demand creates an environment of potential risk to the local benefit of the Transfer Station. In order to maintain the sustainability of the Transfer Station and ensure our residents with the most affordable and convenient location for disposal of waste we have learned that assurances a waste stream for MSW will support all those who use the Transfer Station for years to come.
- C. **Analysis:** Supporting the guaranteed waste stream will be in the best interest of the residents and city operations for many more years into the future.
- D. **Fiscal Impact:** The fiscal impact will be based on any future cost increases regardless of this Agreement. However, this agreement will help keep costs down while we collectively work together to supply the Transfer Station with the waste commodity needed to keep the Transfer Station operationally sound.
- E. **Department Review:** Staff will recommend entering into the agreement in an effort to collectively work together to support the valuable services provided by the Weber Transfer Station. Please review the interlocal agreement.

**CITY OF WASHINGTON TERRACE
RESOLUTION 23-13
A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN WASHINGTON
TERRACE CITY AND WEBER COUNTY RELATING TO MUNICIPAL
DELIVERY OF SOLID WASTE TO WEBER COUNTY TRANSFER STATION**

WHEREAS, the City of Washington Terrace (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

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

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

WHEREAS, Weber County (“County”) and the City have negotiated the attached Interlocal Agreement (“Agreement”) set forth in Exhibit “A” attached hereto and incorporated herein by this reference for the purposes provided therein;

WHEREAS, the City and County find mutual benefit under this Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Washington Terrace that the Interlocal Agreement set forth in Exhibit “A” is entered with Weber County for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement along with the period of its effectiveness is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of City. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2023.

MARK C ALLEN, Mayor

ATTEST:

City Recorder

Roll Call Vote
Council Member Seal ____
Council Member Christiansen ____
Council Member West ____
Council Member Barker ____
Council Member Ferlin ____

INTERLOCAL COOPERATION AGREEMENT

by and among

CITY OF WASHINGTON TERRACE

and

WEBER COUNTY

Relating to the delivery of municipal solid waste to the Weber County Transfer Station

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between WASHINGTON TERRACE CITY which is a municipality and political subdivision of the State of Utah (“City”), and WEBER COUNTY, a political subdivision of the State of Utah (“County”).

RECITALS

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, found in Utah Code Title 11, Chapter 13, public agencies are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Solid Waste Management Act, found in Utah Code Title 19, Chapter 6, Part 5, specifically authorizes public entities to supervise and regulate the collection, transportation, and disposition of solid waste generated within their jurisdiction, and to require municipal residential waste generated within their jurisdiction to be disposed of at a solid waste management facility owned or operated by a public entity; and

WHEREAS, the County owns and operates a transfer station (“Transfer Station”) where solid waste is collected, processed, and then shipped to appropriate disposal sites; and

WHEREAS, the County has invested a significant amount of money in facilities and equipment to provide solid waste disposal services to county residents; and

WHEREAS, as a public benefit, the County accepts waste transported to the Transfer Station by individual county residents; and

WHEREAS, the County also provides or participates in various additional expanded services, including household hazardous waste collection, green waste recycling and

compost/wood product sales, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials and allowing for some of them to be re-used; and

WHEREAS, the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station is critical to the funding and amortizing of the Transfer Station and its operational expenses, including expanded services; to the ability of the County to provide solid waste services to the general public in an efficient, cost-effective manner; and to the County's ability to obtain better long-term agreements for the transportation and disposal of the waste, thereby providing a lower long-term cost to the residents of the City and other parts of Weber County;

NOW, THEREFORE, the Parties mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. Purpose.

This Agreement has been established and entered into for the purpose of facilitating the efficient operation of solid waste services provided by the Parties.

Section 2. Effective Date; Duration.

- a. This Agreement shall become effective upon the completion of all of the following actions:
 - i. The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;

- ii. The Agreement is approved and signed by each Party; and
- iii. The Agreement is filed with the keeper of records of each Party.
- b. The initial term of this Agreement shall be from the effective date through December 31, 2023.
- c. The Agreement shall automatically renew for additional terms of two years each, unless terminated earlier as provided in this Agreement, for a maximum of 12 years. Either Party shall have the option to terminate this Agreement at any time, by providing written notice of termination to the other Party at least six months before the date the termination will take effect.
- d. This Agreement may also be terminated at any time by mutual written agreement of the Parties.

Section 3. Waste Disposal.

In accordance with the purpose stated above, the Parties agree to the following:

- a. The City agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the curb-side waste generated by the City's residents. The County agrees to accept such waste, subject to the fee schedules, rules, regulations, and procedures adopted by the County. Curb-side recycling, commercial waste, and other types of waste may be brought to the Transfer Station, but are not governed by this agreement.
- b. The County agrees to own and operate the Transfer Station throughout the term of this Agreement.
- c. The City shall elect one of the following billing and payment options:

- i. The County will bill the City for the tipping fees for curb-side waste generated by the City's residents, and the City agrees to pay each bill within 30 days of receipt.
- ii. Or, the County will directly charge the haulers of curb-side waste generated by the City's residents. The City shall ensure that the haulers timely pay all appropriate fees.

Section 4. Additional Provisions Required by the Interlocal Cooperation Act.

- a. This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.
- b. Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- c. Since this Agreement does not establish an interlocal entity, the Parties agree that the County's Community Development Director, or the Community Development Director's successor or designee, shall act as the administrator responsible for the administration of this Agreement.
- d. Since this Agreement relates to the use of the County's Transfer Station, voting shall be weighted in favor of the County, with the County's vote outweighing the City's vote on any vote required by this Agreement.
- e. A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

Section 5. Indemnification.

Each of the Parties is a political subdivision of the State of Utah and claims the privileges, protections, and immunities of the Governmental Immunity Act of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

Section 6. Publication of Notice of Agreement.

Immediately after execution of this Agreement by both Parties, each Party shall cause notice of this Agreement to be published pursuant to Utah Code Section 11-13-219.

Section 7. Notices and Contacts.

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

For the County:

Community Development Director
Weber County
2380 Washington Blvd., Ste. 250
Ogden, UT 84401

For the City:

City of Washington Terrace
Tom Hanson
5249 South 400 East
Washington Terrace, UT 84405

Section 8. Miscellaneous Provisions.

- a. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.
- b. Waiver. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of a breach of any other provision.
- c. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law.
- d. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remaining provisions of the Agreement shall remain in full force and effect, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.
- e. Litigation. If any action, suit, or proceeding is brought by a Party with respect to this Agreement, each Party shall bear its own costs, including attorneys' fees.

- f. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- h. Amendments. This Agreement may not be amended except by an instrument in writing, approved and executed in compliance with the requirements of the Interlocal Cooperation Act.
- i. No Third Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates listed below:

WASHINGTON TERRACE CITY

By: _____
Mark C. Allen
Mayor

DATED: _____

Approved: _____
Attorney

WEBER COUNTY

By: _____
Gage Froerer
County Commission Chair

DATED: _____

Interlocal Agreement—Municipal Solid Waste Disposal
Weber County and Washington Terrace City

Attest: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

DATED: _____

Approved: _____
Deputy County Attorney

City Council Staff Report

Author: Tom Hanson

Subject: All West Cable Television Franchise

Date: October 17, 2023

Type of Item: Discussion / Action



ADMINISTRATION

Summary: All West Utah reached out to the city to enter into a 15-year franchise agreement to provide basic cable television services throughout the city. The services would be carried on the backbone of their approved fiber network that will be installed early in 2024. The franchise agreement will allow All West to provide basic cable services throughout the city thus providing competitive options for TV services. Allowing All West this franchise agreement will not only provide competitive options for TV services but also provide for the 5% franchise tax on cable services. Please review agreement for details.

Description:

- A. **Topic:** Request for the approval of a Cable Television Franchise Agreement
- B. **Background:** All West Utah is requesting the approval for the franchise to provide cable TV services throughout the city. The agreement is a standard franchise agreement that would rely on the fiber infrastructure that is currently approved for installation. Please review the agreement for any details associated with the agreement.
- C. **Analysis:** Staff reviewed the agreement and had a legal review of the document to verify parameters that will ensure long-term protection for the city while at the same time allowing for the appropriate execution of the franchise agreement. The staff is in favor of the approval of the agreement as drafted.

Department Review: Alternatives:

- A. **Approve the Request:** Allows All West the opportunity to offer cable TV services in conjunction with their fiber network.
- B. **Deny the Request:** Forbids All West from offering cable TV services.
- C. **Continue the Item:** Simply delays the agreement but is not a significant impact to the system currently.
- D. **Fiscal Impact:** There will be a fiscal benefit by allowing this agreement to take effect regarding franchise fees. All West will pay the city 5% gross revenue for all subscribers. There are no anticipated city expenses associated with this agreement.

**CITY OF WASHINGTON TERRACE
ORDINANCE 23-10**

FRANCHISE AGREEMENT – ALL WEST/UTAH, INC.

**AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH,
ADOPTING THE FRANCHISE AGREEMENT WITH ALL WEST/UTAH,
INC., FOR CERTAIN FIBER OPTIC FACILITIES; SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Washington Terrace City (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, All West/Utah Inc., (“Franchisee”) is a corporation that provides fiber and telecommunications services as defined by state law;

WHEREAS, *Utah Code Annotated* §10-8-84 and 10-8-60 allow municipalities in the State of Utah 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, *Utah Code Annotated* §10-8-11 authorizes the City to regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon;

WHEREAS, Franchisee desires to install cable services facilities within the public right-of-way within the City and proposes the attached Franchise Agreement;

WHEREAS, the City has adopted Chapter 15.12 and Chapter 3.08 of the Washington Terrace Municipal Code to govern Franchise Agreements in conjunction with the applicable Federal Laws;

WHEREAS, the City has regulations governing excavation and standards for construction in the public right-of-way;

WHEREAS, the public interest is served by the Franchise Agreement adopted and incorporated herein;

NOW, THEREFORE, be it ordained by the City Council of the City of Washington Terrace, Utah, as follows:

Section 1: Adoption. The Mayor is authorized to finalize and execute the Franchise Agreement incorporated herein by this reference as set forth in Exhibit “A” attached hereto.

Section 2: Severability. If a Court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 3: Effective date. This Ordinance take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2023.

MARK ALLEN, Mayor

ATTEST:

AMY RDRIGUEZ, City Recorder

RECORDED this ____ day of _____, 2023.

PUBLISHED OR POSTED this ____ day of _____, 2023.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated '10-3-713, 1953 as amended, I, the City Recorder of Washington Terrace City, hereby certify that foregoing Ordinance was duly passed and adopted, published, and/or posted as provided by state law.

City Recorder

DATE: _____

**FRANCHISE AGREEMENT BETWEEN THE CITY OF WASHINGTON TERRACE
AND ALL WEST/UTAH, INC. REGARDING OPERATION OF A CABLE TELEVISION
SYSTEM WITHIN THE CITY OF WASHINGTON TERRACE**

This Franchise Agreement Between the City of Washington Terrace and All West/Utah, Inc. ("Franchise Agreement") is made this _____ day of _____, 202__, by and between the City of Washington Terrace, a municipal subdivision of the State of Utah (the "City") and All West/Utah, Inc., a Utah corporation ("All West" or "Grantee") and for the purpose of granting to All West the non-exclusive right to operate and maintain a cable television system in, on, over, upon, along, and across the public rights of way of the City of Washington Terrace, and for the purpose of identifying and prescribing certain rights, duties, terms, and conditions with respect thereto.

Section 1. Definitions. When used in this Franchise Agreement, unless the context otherwise requires, the following terms and their derivatives shall have the meaning herein given (and when not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural):

- (1) "Basic Cable Service" means any service tier of Cable Service which includes the retransmission of local television broadcast signals by the Grantee.
- (2) "Cable Act" means the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer protection and Competition Act of 1992, the Telecommunications Act of 1996 and any amendments thereto.
- (3) "Cable Service" means: (a) the one-way transmission to Subscribers of video programming or other programming service; and (b) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (4) "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community as defined in the Cable Act. A Cable System may be composed of, without limitation, antenna, cables, wires, lines, fibers, towers, wave guides, or any other conductors, converters, equipment or facilities, designed, constructed or wired for the purpose of producing, receiving, amplifying and distributing cable radio, television or other electronic or electrical signals to and from persons, Subscribers and locations in the Franchise Area.
- (5) "City" means the City of Washington Terrace.
- (6) "Council" means the governing body of the City.
- (7) "Franchise Area" means that area within the corporate limits of the City as now or hereafter constituted.

(8) "Grantee" means All West/Utah, Inc., its successors and assigns ("All West").

(9) "Grantee Property" means all property owned, installed or used by the Grantee in the provision of Cable Service in the City as described in Section 2.

(10) "Gross Subscriber Revenues" means all remuneration received directly by the Grantee from Subscribers in payment for regularly furnished Cable Service, but shall not include any franchise fee or taxes on services furnished by the Grantee imposed on any Subscriber or user by any government, governmental unit, political subdivision, agency or instrumentality, and collected by the Grantee.

(11) "Person" means any natural person, company or entity of any kind.

(12) "Street" means the surface of and the space above and below any public street, way, place, right of way, road, highway, freeway, bridge, tunnel, lane, path, bike path, alley, court, sidewalk, parkway, drive, boulevard, communications or utility easement, by whatever name called, now or hereafter existing as such within the Franchise Area.

(13) "Subscriber" means any person or entity who lawfully receives any Cable Service.

Section 2. Grant of Authority. There is hereby granted by the City to the Grantee the right and privilege to engage in the business of operating and providing a Cable System in the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any Street or Streets laid out or dedicated and all extensions thereof and additions thereto in the Franchise Area, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the Cable System (collectively "Grantee Property"); and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, including but not limited to any public utility or other Grantee franchised or permitted to do business in the City.

Section 3. Non-Exclusive Grant. The right to use and occupy said Streets for the purposes herein set forth, shall not be exclusive to the Grantee. The City agrees that any grant of additional franchises or other authorizations by the City to any other entity to provide video or other services similar to those provided by Grantee pursuant to this Franchise Agreement and over which the City has regulatory authority shall require that service be provided for the same territorial area of the City as required by this Franchise Agreement and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise than those which are set forth herein.

Section 4. Term of Franchise. The franchise and rights herein granted shall commence on the date of the final passage hereof and shall continue in force and effect for ten (10) years after said effective date, subject to such modifications as to which the City and the Grantee may hereafter agree. Thereafter, the franchise and rights granted herein shall automatically renew for

successive ten (10) year periods unless the City revokes such franchise and rights by ordinance on or before the expiration of the initial term or any renewal period hereof.

Section 5. Conditions of Street Occupancy. (1) All transmission and distribution structures, poles, lines, and equipment installed or erected by the Grantee within the Franchise Area shall be so located as to cause minimum interference with the proper use of Streets and with the rights and reasonable convenience of property owners who adjoin any of said Streets. The Cable System shall be constructed and operated in compliance with applicable governmental construction and electrical codes.

(2) In case of disturbance of any Street or paved area, the Grantee shall, at its expense and in accordance with generally accepted construction practices, replace and restore such Street or paved area in as good condition as theretofore.

(3) The Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same Street or other public place, or remove from the Street or other public place, any Grantee Property when lawfully required by the City by reason of traffic conditions, public safety, Street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, or water pipes, or any other type of structures or improvements by the City; but, the Grantee shall in all cases have the right of abandonment of Grantee Property, subject to City ordinances, and if public funds are available to any utility company for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the Grantee.

(4) The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings, provided: (a) The expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) The Grantee is given not less than three (3) business days advance notice to arrange for such temporary wire changes.

(5) The Grantee shall have the authority to trim trees overhanging any Streets in the Franchise Area so as to prevent branches from coming in contact with the Grantee's wires and cables, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the Grantee's expense.

(6) Subject to any applicable state or federal regulations or tariffs, the City shall have the right to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Grantee in any Street, provided: (a) such use by the City does not interfere with the use by the Grantee; (b) such use by the City does not commercially compete with the Grantee; and (c) the City holds the Grantee harmless against and from all claims, demands, causes of actions, suits, actions, proceedings, damages, costs or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits.

Section 6. Safety Requirements. (1) The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(2) All structures and all lines, equipment and connections in, over, under and upon all Streets of the Franchise Area shall be kept and maintained in a safe and suitable condition and in good order and repair.

Section 7. System Construction and Extension. The Grantee is hereby authorized to extend the system within the Franchise Area to the extent that such extension is or may become technically and economically feasible. Nothing in this agreement requires Grantee to build to all areas of the Franchise Area. Grantee retains discretion to determine the scope, location, and timing of the design and construction of its network.

Section 8. Operational Standards; Force Majeure. (1) The Grantee shall operate and maintain its Cable System in full compliance with the standards set forth by the Federal Communications Commission.

(2) The Grantee shall have no obligation to construct or extend the system, nor to provide, repair, replace, maintain or operate Cable Service, for any cause beyond Grantee's control, including, without limitation, acts of God, fire, flood, earthquakes, hurricane, unavoidable casualty, extraordinary delays in transportation, strikes, lockouts, picketing, boycotts, embargoes, government orders or other requirements, acts of civil or military authorities, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, energy shortages, acts or omissions of carriers, or activities or other emergency conditions including weather conditions incompatible with good quality workmanship.

Section 9. Office; Complaints. The Grantee shall maintain a business office or agent which Subscribers may telephone during regular business hours without incurring added message or toll charges, so that complaints regarding cable television operations may be promptly reported to the Grantee.

Section 10. Franchise Payments. (1) The Grantee shall pay the City a sum equal to five percent (5%) of the Gross Subscribers Revenues per annum derived by the Grantee from all Subscribers located within the City.

(2) Within 60 days after the first day of July of each year, during the term of this Franchise Agreement, the Grantee shall file with the City a report of such revenues as described within this section for the next preceding twelve (12) month period, which report shall include a computation of the franchise payment due. The City shall determine the accuracy of the franchise payment computation, and if it finds any errors, shall report the same to Grantee for correction. The records of the Grantee reflecting the information relevant in determining revenues described in this section shall be available for inspection by the City Council or its duly authorized representative at all reasonable hours and upon reasonable notice of not less than 15 days.

(3) The payments described in this section shall be in lieu of any and all other franchise, occupation, privilege, pole, wire, instrument, excise or other taxes except general ad valorem property taxes, sales taxes, City license tax and other special improvement taxes lawfully levied by the City or any other subdivision of the State of Utah pursuant to law.

(4) The business of cable television is hereby classified as a "retail business" for licensing purposes and the Grantee shall pay the annual license fee for such business at the rate in effect each year for such businesses, but it will not be singled out for tax treatment different from other members of that general class of business. The Grantee is authorized to charge and collect this franchise fee from the Subscribers in addition to the charges for Cable Services heretofore or hereafter approved by the City in the same manner as such billing and collection is authorized under the utility franchises issued by the City.

Section 11. Indemnification of City. (1) The Grantee shall at all times indemnify, defend, protect, and hold the City harmless from all claims, actions, suits, liability, loss, expense or damages of every kind and description, including investigation costs, court costs, and reasonable attorney's fees, which may accrue to or be suffered or claimed by any person or persons arising out of the negligence of the Grantee in the ownership, construction, repair, replacement, maintenance and operation of said Cable System and by reason of any license, copyright, property right or patent of any article or system used in the construction or use of said system, provided the City gives the Grantee prompt notice of any such claims, actions, and suits, without limitation, in writing. The Grantee shall maintain in full force and effect during the life of any franchise, comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than (a) \$2,000,000 for bodily injury or death to each person; and (b) \$3,000,000 for property damages resulting from any one accident.

(2) The City may require that any and all investigation of claims made by any person against the City arising out of any use or misuse of privileges granted to the Grantee hereunder shall be made by, or at the expense of the Grantee or its insurer. The Grantee may bring its obligations to carry any insurance required hereby within the coverage of any so-called blanket policy or policies of insurance now or hereafter carried, by appropriate amendment, endorsement or otherwise, provided, however, the interests of the City shall be as fully protected thereby as if the Grantee had obtained individual policies of insurance.

Section 12. Procedures. (1) Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the City in regard to the operations of the Grantee's Cable System, shall be taken only after thirty (30) days written notice to the Grantee of such action or proposed action, and the Grantee has been given an opportunity to respond in writing and at any hearing which may be specified by the City.

(2) The notice required by this section shall state clearly the action or proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedures as may be specified by the City. If a hearing is to be held, the notice shall give the date and the time of such hearing, whether public

participation will be allowed and the procedures by which such participation may be obtained. The Grantee shall be a necessary party to any hearing conducted in regard to its operations.

Section 13. Procedure Upon Termination. Upon expiration of the Franchise Agreement, if the Grantee shall not have acquired an extension renewal thereof and accepted the same, it may have and it is hereby granted, the right to enter upon the Streets or other property of the City, for the purposes of removing therefrom any or all of its Grantee Property or otherwise. In so removing said Grantee Property, the Grantee shall refill, at its expense, any excavation that it shall make and shall leave said Streets in as good condition as that prevailing prior to the Grantee's removal of Grantee Property.

Section 14. Approval of Transfer. The Grantee shall not sell or transfer its plant or Cable System to another, other than a person controlling, controlled by or under common control with the Grantee, nor transfer any rights under this Franchise Agreement to another, without prior written notification to the City. No sale or transfer of the Grantee's assets used in the performance of this Franchise Agreement shall be effective until the vendee, assignee or lessee has filed in the office of the City clerk an instrument duly executed reciting the fact of such sale, assignment or lease, accepting the terms of the Franchise Agreement and agreeing to perform all the conditions thereof. Neither this section nor other sections of this Franchise Agreement shall preclude the mortgaging, hypothecating, or assigning of rights in the Cable System, or the pledge of stock by the Grantee for the purpose of financing.

Section 15. Miscellaneous Provisions. (1) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City Recorder.

(2) The Grantee shall assume the cost of publication of this Franchise Agreement when such publication is required by law. A bill for publication costs shall be presented to the Grantee by the City Recorder.

(3) In the case of any emergency or disaster, the Grantee shall, upon request of the City make available its facilities to the City for emergency use during the emergency or disaster period.

Section 16. Compliance with Applicable Laws and Ordinances. The Grantee shall at all times during the life of this Franchise Agreement be subject to all lawful exercise of the police power by the City. The City reserves the right to adopt from time to time in addition to the provisions herein contained such ordinances as may be necessary to the exercise of police power. Such regulation shall be reasonable and not in derogation of the rights herein granted, nor in conflict with the laws of the state or other local or federal laws or regulations.

Section 17. Violations; Penalties. (1) From and after the effective date of this title, it shall be unlawful for any person to construct, install or maintain within any public Street in the City, or within any other public property of the City, or within any privately-owned area within the City which has not yet become a public Street but is designated or delineated as a proposed public Street on any tentative subdivision map approved by the City, any equipment or facilities for distributing any television signals or radio signals through a Cable System, unless a franchise

authorizing such use of such Street or property or area has first been obtained, and unless such franchise is in full force and effect.

(2) It shall be unlawful for any person to make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the franchised Cable System within this City for the purpose of enabling anyone to receive any television signal, radio signal, picture, sound, or other transmission, without payment to the Grantee.

(3) It shall be unlawful for any person, without the consent of the owner, willfully to tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, sound or other transmission.

(4) Any person violating or failing to comply with any of the provisions of this section shall be guilty of a class C misdemeanor.

Section 18. Line Severing. If at any time the Grantee's cable and/or other equipment is disturbed, damaged, or severed the cost of repair shall be paid by the party responsible for said damage. The Grantee may charge the responsible party for the time and materials expended for repair of said damage. The City will cooperate with the Grantee to assist in enforcing any charge or penalty arising from cable severing or other damage to Grantee Property.

Section 19. Service to Public Buildings and Public Channel Access. The City acknowledges that complimentary services reflect a voluntary initiative on the part of the Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Service to public buildings shall be negotiated between Grantee and the City on a case-by-case basis. Grantee does not presently provide a public channel. If Grantee provides a public channel in the future, the City may seek access to such public channel under a separate agreement.

Section 20. Separability. If any part of this Franchise Agreement is for any reason held invalid by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions. The invalidity of any portion of this Franchise Agreement shall not abate, reduce or otherwise affect any consideration or other obligation required of the Grantee.

Section 21. Approval by City Council and Effective Date. This Franchise Agreement shall be effective upon execution by the Grantee and the City's Mayor and the prior approval of this Franchise Agreement by resolution of the City Council adopted at a public meeting duly noticed under Utah law.

[SIGNATURE PAGE TO FOLLOW]

AGREED TO this ____ day of _____, 20__.

CITY OF _____

By: _____
Its: Mayor

ATTEST:

City Recorder

ALL WEST/UTAH, INC.

By: _____
Its: _____



City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, October 17, 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 SEPTEMBER 19, 2023**

4. **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.

5. **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 September 19, 2023
Following the Regular City Council Meeting
City Hall, 5249 South 400 East, Washington Terrace City, Utah

BOARD MEMBERS AND STAFF MEMBERS PRESENT

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

Others Present

Cheryl Parkinson, Zunayid Zishon

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM SEPTEMBER 5, 2023

Items 3.1 and 3.2 were approved by general consent.

4 MOTION: ADJOURN INTO CLOSED SESSION

Motion by Board Member Christiansen

Seconded by Board Member Barker

To adjourn into closed session

Approved unanimously (3-0)

Roll Call Vote

Time: 6:44 p.m.

The Board adjourned into closed session to discuss:

- 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.

5. ADJOURNMENT OF MEETING: CHAIR ALLEN

Motion by Board Member Seal

48
49
50
51
52
53
54
55
56

**Seconded by Board Member Christiansen
to adjourn the closed session and
Regular meeting
Approved unanimously (3-0)
Time: 7:34 p.m.**