



## Regular City Council Meeting

Tuesday, October 6, 2015

City Hall Council Chambers

5249 South 400 East, Washington Terrace City

801-393-8681

[www.washingtonterracecity.com](http://www.washingtonterracecity.com)

1. **ROLL CALL** 6:00 p.m.

2. **PLEDGE OF ALLEGIANCE**

3. **WELCOME**

4. **CONSENT ITEMS**

### 4.1 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.

### 4.2 APPROVAL OF SEPTEMBER 15, MEETING MINUTES

5. **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.

6. **COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**

Council and staff will consider and address concerns and take appropriate measures to follow up on any comments made in the citizen comments item on the agenda.

7. **NEW BUSINESS**

### 7.1 PRESENTATION: WEBER COUNTY PRE-DISASTER MITIGATION PLAN

A presentation given by Weber County Emergency Preparedness.

### 7.2 MOTION/RESOLUTION 15-15: SECOND DISTRICT JUVENILE COURT GRAFFITI REMOVAL SERVICES

A resolution for graffiti removal services provided by the Second District Juvenile Court.

For more information on these agenda items, please visit our website at [www.washingtonterracecity.com](http://www.washingtonterracecity.com)

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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 in three public places within the City of Washington Terrace City limits and sent to the *Standard Examiner* at least 24 hours prior to the meeting. Amy Rodriguez, City Recorder.

**7.3 MOTION/RESOLUTION 15-16: ADOPTION OF THE 2015 SEWER SYSTEM MANAGEMENT PLAN**

.The resolution will adopt the Sewer System Management Plan in compliance with Rule 317-801

**7.4 MOTION/RESOLUTION 15-17: A RESOLUTION AUTHORIZING THE RECERTIFICATION OF THE WASHINGTON TERRACE CITY JUSTICE COURT**

State law requires that the Justice Court must be recertified every four years.

**7.5 DISCUSSION/MOTION: APPROVAL OF THE 2015 ROAD PROJECT CHANGE ORDER**

Council will be given an update on the 2015 road project and an explanation as to why the change order is necessary.

**8. COUNCIL COMMUNICATION WITH STAFF**

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

**9. ADMINISTRATION REPORTS**

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

**10. ADJOURN INTO RDA MEETING**

**11. UPCOMING EVENTS**

October 12: City Offices closed in observance of Columbus Day

October 20<sup>th</sup>: City Council Meeting 6:00 p.m.

October 29<sup>th</sup>: Planning Commission Meeting 6:00 p.m.

November 3<sup>rd</sup>: No Council Meeting scheduled due to election. Council Chambers will serve as the polling location

November 11<sup>th</sup>: City Offices closed in observance of Veteran's Day

November 17<sup>th</sup>: City Council Meeting 6:00 p.m.

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

- o Discussion regarding deployment of security personnel, devices, or systems
- o 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.

**13. ADJOURN THE MEETING: MAYOR ALLEN**

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# City of Washington Terrace

Minutes of a Regular City Council meeting

Held on September 15, 2015

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

County of Weber, State of

## **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT**

Mayor Mark C. Allen

Council Member Mary Johnston

Council Member Blair Brown

Council Member Robert Jensen

Council Member Scott Monsen

Council Member Shupe

Fire Chief Kasey Bush

City Manager Tom Hanson

City Recorder Amy Rodriguez

## **Others Present**

Charles and Reba Allen, Ulis Gardiner, Del Kraaima, Angie Dewitt, Aly Dewitt, Mark Slaughter, Brad Langford

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 AUGUST 18 2015, MEETING MINUTES

Items 4.1 and 4.2 were approved by general consent.

5. **CITIZEN COMMENTS**

Resident Angela Dewitt- 5021 S 600 W- spoke to Council about the weed issue at Rohmer Park, stating that she has put in a garden in the area to control the weeds. She stated that she has been told by the City to remove the garden from the area. She stated that she is very proud of what she has done with the area. She stated that she was not trying to encroach on the city property. She asked for an appeal to keep the area as is. She asked for an opportunity to have a discussion to tame the weeds and stickers that blow into the yards. She stated that she has ideas on how to take care of the area if Council is interested.

Resident Brad Langford- 5051 S 600 W- stated that he has been informed that he may have to move his fence line because it sticks out a little further than the others. He is in the same area as Ms. Dewitt. He stated that his understanding is that the fence has been there since the house was built. He stated that he has lived in the home for 12 years.

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**6. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**

Hanson stated that land use and permanent structures has been discussed with Council and legal counsel. He stated that due to encroachment issues, legal counsel has advised that permanent structures on city property must be removed. He stated that he does not know if the fence line is on city property. Hanson stated that he appreciates the work residents have done with weed issues as well as Ms. Dewitt’s garden. Council Member Shupe asked if surveying has been done to show property lines. Hanson stated that staff could check on the fence lines. The Mayor suggested that Building Inspector Monroe could check county records to find out property lines. Council Member Brown stated that Council was split on the growth of the garden. He stated that Council has an issue on the retaining wall. Council Member Shupe stated that Council Member Brown voted to remove the wall. Council Member Brown stated that it was unanimous to remove the wall, however he did not vote to remove the garden. Hanson stated that there was an issue on how erosion would be handled if the garden remained and the retaining wall was taken down. Council Member Monsen instructed Hanson to ask legal counsel on the legality of making the homeowner take down his fence, noting that the fence has been erected for many years. Council Member Johnston clarified that when the final vote was taken on the issue, the vote was unanimous. She stated that the City welcomes beautification as long as it does not encroach on City property. She stated that the hillside has to remain protected. She stated that the concern of the City is the liability concerning the hillside stability if it is altered. Mayor Allen stated that he is sensitive to the trees that are causing issues in the area and suggested that it may be the responsibility of the City to take the trees down. Council Member Jensen stated that there is no compelling reason to change the direction that Council has given.

**7. NEW BUSINESS**

**7.1 PRESENTATION: SHERIFF’S OFFICE MONTHLY REPORT**

Hanson stated that Lt. Talbot was unable to attend and to direct any questions about the report to him for follow up.

**7.2 MOTION: AWARD CONSTRUCTION CONTRACT FOR THE VICTORY PARK BOWERY PROJECT**

Hanson stated that only one bid was turned in on time. He stated that two bids came in late, however, the verbal bids for the two were higher than the chosen bid. He stated that it is important to spend down at least 50 percent of the CDBG grant by the end of the year so that the City can apply for new grants.

**Motion by Council Member Monsen  
Seconded by Council Member Johnston  
To award the construction contract for the Victory Park Bowery Project  
To Kevin Neilson Construction for \$74,750.00  
Approved unanimously (5-0)**

**7.3 MOTION: APPROVAL OF SALE AND DISPOSITION OF 1984 MACK LADDER TRUCK**

Chief Bush stated that the age and size of the old ladder truck makes it a hard sale. He stated that he has spoken with a state auction company and they indicated that the truck may not sell at the reserve of \$8000, and he asks that the City lower the reserve to \$5000.

**Motion by Council Member Shupe**

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**Seconded by Council Member Monsen  
To approve the sale and disposition of the 1984 Mack Ladder Truck and  
leave the discretion of the price to the City Manager  
Approved unanimously (5-0)**

**7.4 MOTION/RESOLUTION 15-14: A RESOLUTION CANCELLING THE 2015  
MUNICIPAL ELECTION**

Rodriguez stated that under state law, a municipality may cancel an election if the number of at-large seats is not larger than the number of candidates that declared. There are 3 candidates running for 3 Council seats. She stated that ballots will still be mailed out to residents by Weber County for the Transportation Plan item.

**Motion by Council Member Shupe  
Seconded by Council Member Jensen  
To approve Resolution 15-14  
Cancelling the 2015 Municipal Election  
Approved unanimously (5-0)  
Roll Call Vote**

**7.5 DISCUSSION/DIRECTION: LAND USE DISCUSSION FOR INFILL  
DEVELOPMENT PLANNING**

Hanson stated that there are some issues with vacant land in the City and asked if Council would like staff to spend funds and resources to research infill plans and land use. He stated that he would be interested in looking into alternatives and welcomes input from Planning Commission on how to resolve the issue. Council Member Monsen stated that zoning should be the first issue researched so that the City can identify areas that would make sense to develop as multi-family homes. Council Member Johnston stated that some of the ordinances that the City has come from a study that was conducted that dealt with density and open space. She suggested that Planning Commission look at the zoning and other options and make recommendation to Council on how to deal with the issue in a way that makes sense. Council Member Brown agreed that the Planning Commission should look at options and report to Council. Mayor Allen stated that if the infill properties are causing a problem, staff should look at options to take care of the property. Council Member Johnston stated that the Planning Commission should look at all aspects of the impact, including how the neighboring properties feel. Council Member Jensen stated that the large trees and brush are a safety issue for the area and is interested in what the landowners of the area have to say about the use of the property. Mayor Allen stated that the direction to staff is to have the Planning Commission work on the issue and options beneficial to the area.

**8. COUNCIL COMMUNICATION WITH STAFF**

\* Council Member Johnston stated that she is very glad that Adams Ave is completed. Council Member Johnston also stated that she feels that there is a lack of communication from the Recreation Department to the coaches, as well as what the coaches are telling the parents. She stated that she feels that there is a communication problem with the leadership. She stated that if the City is going to have a volley ball program, the City needs to have practice areas schedule for the program.

\* Council Member Jensen stated that he has received positive feedback from residents

149 concerning the road work.  
150 \* Council Member Monsen wanted to thank Council Member Johnston. He also asked if  
151 there is a place for residents to recycle large cardboard boxes. Hanson stated that there  
152 is a large recycling bin in the City Hall parking lot.  
153 \* Council Member Shupe thanked the Council and Hanson for hosting the Police Chiefs  
154 meeting at City Hall. He also commented that Adams Ave. has turned out well and  
155 would like to see the Sheriff's office monitor the speed.  
156 \* Mayor Allen stated that the newsletters are concise and to the point and thanked staff for  
157 putting the newsletter together and hopes that residents are reading them.  
158 Mayor Allen stated that three parking spaces at Rohmer Park are being taken over  
159 with a pile of gravel possibly left by a contractor. He noted that there will be many cars  
160 there this weekend with football and baseball. Hanson stated that staff is aware of the  
161 gravel and it will be removed by this weekend.  
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163 **9. ADMINISTRATION REPORTS**

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165 Hanson stated that he will address the state school board on the RDA extension this Thursday. He stated  
166 that he will be meeting with other members of TEC tomorrow.  
167 Hanson stated that the Mayor and two council members will be attending the ULCT training this week.  
168 Hanson stated that staff is communicating with the contractors on the general maintenance road problem  
169 and working with them on some issues of quality of work.  
170 Hanson stated that budget retreat is scheduled for November 21<sup>st</sup>.  
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172 **10. UPCOMING EVENTS**

173 September 16-18<sup>th</sup>: ULCT Conference  
174 September 22<sup>nd</sup>: Emergency Preparedness Fair  
175 September 24<sup>th</sup>: Planning Commission (Cancelled)  
176 October 6<sup>th</sup>: City Council Meeting 6:00 p.m.  
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178 **11. ADJOURN THE MEETING: MAYOR ALLEN**

179 **Mayor Allen adjourned the meeting at 7:11 p.m.**  
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182 **12. ADJOURN INTO RDA MEETING (immediately following the City Council meeting)**  
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187 \_\_\_\_\_  
Date Approved

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

## City Council Staff Report

**Author:** Kasey Bush  
**Subject:** Presentation  
**Date:** October 7, 2015  
**Type of Item:** Weber County Pre Disaster Mitigation Plan



### Summary:

#### Description:

- A. **Topic:** Weber County Pre Mitigation Plan
- B. **Background:** In 2003 FEMA began to require Government agencies to develop “Regional Pre-Disaster Mitigation Plans” as a requirement to apply for Federal Grant Money. FEMA also announces guidance that Counties who participated in regional planning efforts should, revise/rewrite and adopt regional plans to reflect local needs and efforts to be eligible for any mitigation grants.  
  
In June 2014, Weber County applied for grant funding to assist in the planning effort and began preliminary meetings with local government agencies. This process has been ongoing for the last year and has brought us to this presentation and public comment process.
- C. **Analysis:** At this time Weber County is the processes of hold a public comet period for the Weber County Pre Disaster Mitigation Plan before FEMA will approve said plan so the county and cities may implement this plan.
- D. **Department Review:** At this time we are looking for any comments on this plan before it goes back to FEMA for approval once the plan is approved we will bring it back to this council for approval hopefully around December 2015.

#### Alternatives:

- A. **Do Nothing:** No Action Required

**WASHINGTON TERRACE CITY  
RESOLUTION 15-15**

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,  
ENTERING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
WASHINGTON TERRACE AND THE SECOND DISTRICT JUVENILE COURT  
FOR GRAFFITI REMOVAL PROGRAM.**

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

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

**WHEREAS**, the City of Washington Terrace (hereafter "City") and the Second District Juvenile Court (hereafter "Court") have mutually agreed to a various senior services;

**WHEREAS**, the Court proposes the Interlocal Agreement (hereafter "Agreement") for a various graffiti removal services as attached hereto as Exhibit "A" and incorporated herein by this reference;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Washington Terrace that the Agreement with the Court, as attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved and adopted. The City Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the City.

PASSED AND APPROVED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MARK C. ALLEN, Mayor  
City of Washington Terrace

ATTEST:

\_\_\_\_\_  
AMY RODRIGUEZ, City Recorder

ROLL CALL VOTE  
Council Member Brown  
Council Member Jensen  
Council Member Johnston  
Council Member Monsen  
Council Member Shupe

## COMMUNITY PARTNER COOPERATIVE AGREEMENT

This agreement is dated as of \_\_\_\_\_, and is between WASHINGTON TERRACE (the "City") and the UTAH STATE SECOND DISTRICT JUVENILE COURT (the "Court").

This contract is made in reference to the following facts:

The Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code 1953 as amended authorizes public agencies of the State of Utah, including courts, counties, and cities to enter into agreements with one another in order to exercise their powers, privileges, and authority on a joint, cooperative basis.

The City is authorized to assist in the protection of persons and property, to remove nuisances existing in public places, and to enforce laws relating to the suppression of offenses.

The City has noticed the existence of vandalism, graffiti, and a need for upkeep of public places, and is aware that timely remediation of these situations is an effective deterrent to crimes and nuisances.

The City wishes to contract with and authorize the Court to remove graffiti, repair vandalism, and to perform other public service activities for the City and the City property owners.

The Court has an established community service work program, administered and staffed by Court personnel and by volunteer and Court-ordered community service workers.

The Court and the City both wish to provide effective graffiti removal, vandalism repair, and public space improvement services to the City and to its property owners without either being subordinate to the other, without substantial additional program infrastructure cost or investment, and without removing the City's responsibility of investigation, documentation, and prosecution of any criminal offenses.

The parties therefore agree as follows:

### 1. Period and Termination

- (a) Period. This agreement is for the time period from the agreement date above through June 30, 2016, when the agreement will automatically terminate.

- (b) Voluntary Termination. Either party may, upon written notice to the other party, terminate the agreement at any time. The City shall pay the Court for all services rendered prior to the termination date.
- (c) Completion Termination. If the Court has provided, and the City has paid for, service that has reached the period cost limit designated in paragraph 3(e) and the parties do not increase the period cost limit in accordance with paragraph 3(e), this agreement is terminated by completion.

## 2. Duties of the Court

- (a) Tasks. The Court agrees to provide graffiti removal, vandalism repair, or other public-service activity for the City and on behalf of the City for owners of property within the City. The Court will provide this work until termination of the agreement in accordance with paragraph 1 of this agreement.
- (b) Beginning a Task. The Court agrees to begin a graffiti removal, vandalism repair, or other public service activity within one week of the City submitting a Service Needed Report to the Court's service work crew program supervisors. The Court begins a project by seeking waivers of liability, creating an estimate of cost if one is requested by the City, or any other substantive action towards the completion of the project. A blank copy of the Service Needed Report is attached to this agreement as **Exhibit A**. If the Court is unable to begin service within one week of receiving the Service Needed Report, the Court agrees to inform the City of the delay at the earliest opportunity.
- (c) Waiver of Liability Required. The Court requires owners of property within the City to agree to and sign a Waiver of Liability prior to the Court performing any graffiti removal, vandalism repair, or other activity under this agreement that is performed upon the personal or real property of the property owner. A copy of the signed waiver will be kept by the Court and available to the City upon request. The Court agrees to work with the City, if needed, to obtain the signed waiver. The Court will not perform any work unless and until the waiver is fully executed. A blank copy of the Waiver of Liability is attached to this agreement as **Exhibit B**.
- (d) Notification of Completion. The Court agrees to notify the City through the service work crew program staff or supervisors by email or telephone within one week when a graffiti removal, vandalism repair, or public space service activity has been completed under this agreement.
- (e) Billing Statement. The Court agrees to send a monthly Account and Billing Statement to the City on the first week of each month of the agreement period. This

statement will reflect the amount of work performed under this agreement for the previous month and the amount due by the City to the Court for that work, as well as any arrearage or credit. A blank copy of the Account and Billing Statement is attached to this agreement as **Exhibit C**.

- (f) Notification of Funding Limit. The Court agrees to inform the City should the annual amount of work performed by the Court under this agreement reach the maximum period cost designated in paragraph 3(e) prior to the end of the agreement term or termination. The Court will not charge the City for work performed in excess of the term cost limit set in paragraph 3(e) unless the maximum period cost has been increased in accordance with that same paragraph.

### 3. Duties of the City

- (a) Designation of the Court. The City hereby designates the Court as the graffiti removal and clean-up organization whose services are offered to owners of property within the City, including the City itself. Any recoupment from private insurance providers for the cost of graffiti removal, vandalism repair, or other project performed by the Court under this contract is solely the responsibility of the City.
- (b) Requesting Court Performance. The City agrees to submit to the Court a Service Needed Report, attached as **Exhibit A**, when it desires Court activity to be performed under this agreement. This report can be submitted either in writing, by email, or by telephone, as directed by **Exhibit A**.
- (c) Waiver of Liability Collection. The City agrees to work with the Court, when necessary, to obtain Waivers of Liability through action by City employees, including the City police department.
- (d) Monthly Payment. In consideration for the Court's services, the City agrees to pay the Court the amount indicated as due on the monthly billing statement within 30 days of receiving the Account and Billing Statement, attached as **Exhibit C**. Checks should be made out to "*The Second District Juvenile Court*." If the City account becomes past due, the Court may elect to discontinue additional work under this agreement until the City has paid in full for work already done by the Court to that point.
- (e) Maximum Period Cost. The City is not responsible to pay the Court for work performed under this agreement in total excess of \$ 1,000.00 for the term of the agreement. If this amount is met and paid by the City to the Court prior to the termination of this agreement, the City may, with written notice to the Court,

request to increase the amount of the maximum period cost for the remainder of the agreement period. If the Court agrees to the increase through written notice to the City, the maximum period cost is increased to the agreed-upon amount and the City agrees to pay the Court for work performed up to the new maximum period cost.

#### 4. Miscellaneous

- (a) Rate of Labor. The cost to the City of the on-site Court service work crew performed under this agreement will be calculated at \$40.00 for work up to the first hour, then \$20.00 for each 30 minutes of work completed after the first hour, per crew. Crews generally consist of six to eight youth volunteers and one or two deputy probation officers. The cost of materials and supplies needed to complete the project will be the responsibility of the Court and not passed on or billed to the City.
- (b) Joint Personal or Real Property. The City and the Court agree that there will be no joint personal or real property to be acquired, held, or disposed of as part of this agreement. Any equipment donated to the Court by the City will be returned to the City if not used and any materials or equipment acquired by the Court from sources other than the City for the purposes of this agreement that remain unused by the Court will remain property of the Court.
- (c) Separate Budget. This agreement and the actions performed under it shall not receive separate financing nor shall a separate budget be required by either party.
- (d) Indemnification. The City shall have no responsibility for the actions of the Court personnel and/or volunteers who perform services in the City under this agreement. The Court shall indemnify and save harmless the City, its officers, and employees from all suits, actions, or claims of any kind brought about because of any injuries or damage received or sustained by any person or property on account of the negligent operations of the Court or on account of or in consequence of any act or omission, neglect, or misconduct of Court personnel or volunteers. The City shall indemnify and save harmless the Court, its officers, employees, and volunteers from all suits, actions, or claims of any kind brought about because of any act or omission, neglect, or misconduct of City personnel, officers, employees, and representatives. By entering into this agreement, neither the Court nor the City waives their respective protections and immunities granted under the Utah Government Immunity Act, Utah Code section 63G-7-101.
- (e) Writing Requirement. This agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

(f) Governing Law. This agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

(g) Authorization. The individuals executing this agreement on behalf of the Court and the City verify that they are authorized to enter into this agreement on behalf of the Court or the City.

(h) Copy of Agreement. During the period this agreement is in force, both the City and the Court agree to keep a copy filed with their respective official keeper of records.

(i) Addresses. All notices required under this agreement shall be delivered to the following addresses:

UTAH SECOND DISTRICT JUVENILE COURT  
444 26<sup>TH</sup> STREET  
OGDEN, UTAH 84401  
801.628.1063

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**City Authorized Signatures**

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Court Authorized Signatures**

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Title Exhibit A \_\_\_\_\_

**SERVICE NEEDED REPORT  
SECOND DISTRICT JUVENILE COURT  
COMMUNITY SERVICE TEAM**

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**Community Service Team Supervisor:**  
Matt Tucker 801-920-3606      [mattt@utcourts.gov](mailto:mattt@utcourts.gov)

**Graffiti Hotline:** 801-629-8752

**Site Address:** \_\_\_\_\_ **City:** \_\_\_\_\_

**Location Details:** \_\_\_\_\_

**Person Making Request:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **Organization:** \_\_\_\_\_

**Tasks Requested:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Time Sensitive?** \_\_\_\_\_ **Needed Completion Date:** \_\_\_\_\_

**Reason for Time Sensitivity:** \_\_\_\_\_

**OFFICE USE ONLY**

<b>Date Received:</b> _____	<b>Estimated Hours Needed</b> _____
<b>Date Completed:</b> _____	<b>Assigned DPO:</b> _____

Exhibit B

**WAIVER OF LIABILITY FORM  
SECOND DISTRICT JUVENILE COURT  
COMMUNITY SERVICE GRAFFITI REMOVAL**

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**Please Complete the Following Form and Return it to Court or City Personnel:**

Name of the Property Owner or Manager: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address of Graffiti/Service Need: \_\_\_\_\_

Is this Property an Historic Building? \_\_\_\_\_

**Graffiti removal may require various types of removal efforts. Please indicate if you object to and do not wish any of the following method to be used. Please understand that limiting the removal options may reduce the effectiveness of the graffiti removal:**

Chemicals                       Pressure Wash                       Paint

Other; Please Explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**This Waiver of Liability Form is to address an individual graffiti remediation event, which may require a single or multiple visits. This waiver expires upon the completion of that remediation event. Should a new graffiti removal need arise, a new Waiver of Liability Form must be completed.**

**Please Read the Following Before Signing**

I, the owner or manager of the property above, having legal responsibility for the above property, request and authorize the Second District Juvenile Court Community Service graffiti Removal Team to remove, clean, and otherwise mitigate any graffiti on this property in any manner that i have not limited in this document. I understand that I may provide matching paint to cover the graffiti, and that if I do not provide matching paint and do not object to the use of paint, the Graffiti Removal Team may use the paint in their inventory that matches the closest with the surface. I will not be held responsible for the cost of paint used that I did not provide to the removal team.

I am aware that I have the final determination as to which of the available methods may be used to remove graffiti from my property and that I am encouraged, but not required, to be on location to supervise the removal process.

I understand that the results of the graffiti removal process are not guaranteed by the City or by the Juvenile Court. I understand that the removal process may not entirely remove all traces of graffiti due to permanent chemical damage and alterations caused by the graffiti. I am aware that some graffiti residue and trace may remain and that high pressure or chemical cleaning methods may have some impact on the surfaces being cleaned.

Graffiti Removal Team supervisors will always accompany the removal team and are well-trained and careful to reduce impact or damage caused by the graffiti removal process, However, as in any project of this type, I am aware that in spite of the care of the removal team, some impact may occur to the property and plant life proximate to the removal site due to spills, overspray, difficult to reach areas, or other challenges.

In the event of accidental damage related to the graffiti removal process, I take full responsibility for the damages and related costs for cleanup or repair and indemnify the City, its officers, and employes as well as the Court, its officers, and employees from all suits, actions, and claims or any kind brought about because of any injuries or damage sustained by any person or property on account of any negligent operations of the Community Service Removal Team or in consequence of any act or omission, neglect, or misconduct of City or Court personnel or volunteers.

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Signature of Property Owner/ Manager

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Title / Association with Property

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Date





**CITY OF WASHINGTON TERRACE  
RESOLUTION 15-16**

**UTAH SEWER MANAGEMENT PROGRAM**

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,  
ADOPTING THE 2015 SEWER SYSTEM MANAGEMENT PLAN IN  
COMPLIANCE WITH RULE 317-801; AND PROVIDING AN EFFECTIVE  
DATE.**

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

**WHEREAS**, the City Council is the legislative body of the City;

**WHEREAS**, the Utah Department of Environmental Quality (DEQ) adopted Rule 317-801 in 2012 which requires the City to implement the Utah Sewer Management Program in accordance with state law;

**WHEREAS**, the Utah Department of Environmental Quality (DEQ) enforces the Utah Pollutant Discharge Elimination System (UPDES) and provides the City a permit for the same;

**WHEREAS**, the City Council held a public meeting on the attached Sewer System Management Plan (SSMP) prior to the adoption of the Plan;

**WHEREAS**, the City desires to conform to the requirements of state law and inform the Utah Water Quality Board that the City has reviewed and adopt the attached SSMP;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council as follows:

**Section 1. Review and Adoption.**

The City Council hereby adopts the City of Washington Terrace Sewer System Management Plan dated \_\_\_\_\_, 2015, attached hereto as Exhibit "A" and incorporated herein by this reference.

**Section 2. UPDES Compliance.**

That to the best knowledge of the City Council, the City has taken all appropriate actions necessary to comply with Utah DEQ Rule 317-801 and comply with the UPDES Permit, as applicable to the City.

**Section 3. Effective Date**

This Resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Washington Terrace City Council this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MARK C. ALLEN, Mayor

ATTEST:

\_\_\_\_\_  
AMY RODRIGUEZ, City Recorder

**ROLL CALL VOTE**

Council Member Johnston  
Council Member Brown  
Council Member Jensen  
Council Member Monsen  
Council Member Shupe

**City of Washington Terrace**  
**County of Weber, State of Utah**

**RESOLUTION NO. 15-17**

**A RESOLUTION AUTHORIZING THE RECERTIFICATION OF THE WASHINGTON  
TERRACE JUSTICE COURT**

**WHEREAS**, the provisions of U.C.A. 78-5-139(3) require that Justice Courts be recertified at the end of each four-year term; and

**WHEREAS**, the members of the City Council have received an opinion letter from the City Attorney, which sets forth the requirements for the operation of a Justice Court and feasibility of continuing to maintain the same; and

**WHEREAS**, the members of the City Council have determined that it is to the best interest of the City of Washington Terrace to continue to provide for a Justice Court.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Washington Terrace City Council hereby authorizes and requests recertification of the Washington Terrace Justice Court by the Justice Courts Standards Committee and the Utah Judicial Council.

**BE IT FURTHER RESOLVED** that the City Council of the City of Washington Terrace hereby affirms their willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the Washington Terrace Justice Court for the next four-year term of the Court, except as to any requirements waived by the Utah Judicial Council.

**APPROVED** this 6<sup>th</sup> day of October 2015.

**City of Washington Terrace**

\_\_\_\_\_  
**Mayor Mark C. Allen**

**ROLL CALL VOTE**

**Council Member Johnston** \_\_\_\_  
**Council Member Monsen** \_\_\_\_  
**Council Member Jensen** \_\_\_\_  
**Council Member Brown** \_\_\_\_  
**Council Member Shupe** \_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Amy Rodriguez, City Recorder**



City of Washington Terrace  
Redevelopment Agency Meeting  
Tuesday, October 6 , 2015  
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 15, 2015**

4. **NEW BUSINESS**

4.1 **DISCUSSION: TAX ENTITY COMMITTEE (TEC) MEETING RDA  
EXTENSION VOTE RESULTS**

An update on the TEC meeting which will be held on October 5, 2015. The Committee will meet to vote on The RDA extension .

5. **COMMENTS CONSIDERED**

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

CERTIFICATE OF POSTING

I, Amy Rodriguez, The undersigned duly appointed City Recorder of the City of Washington Terrace do hereby certify that the above agenda was posted in three public places within the City limits and sent to the *Standard Examiner* at least 24 hours prior to the meeting.

For Packet Information, please visit our website at [www.washingtonterracecity.org](http://www.washingtonterracecity.org)

# City of Washington Terrace

Minutes of a Redevelopment Agency Meeting Held on Tuesday, September 15, 2015  
at City Hall, 5249 South 400 East, Washington Terrace City,  
County of Weber, State of Utah

## **CHAIR, BOARD, AND STAFF MEMBERS PRESENT**

Chair Mark C. Allen  
Board Member Blair Brown  
Board Member Mary Johnston  
Board Member Robert Jensen  
Board Member Scott Monsen  
Vice-Chair Val Shupe  
City Manager Tom Hanson  
Secretary Amy Rodriguez

## **OTHERS PRESENT**

Charles and Reba Allen, Ulis Gardiner, Del Kraaima, Angie Dewitt, Aly Dewitt, Mark Slaughter, Brad Langford

### **1. ROLL CALL**

### **2. INTRODUCTION OF GUESTS**

### **3. CONSENT ITEMS**

#### **3.1 APPROVAL OF AGENDA**

#### **3.2 APPROVAL OF MEETING MINUTES FROM JULY 21, 2015**

Item 3.1 and 3.2 were approved by general consent.

### **4. NEW BUSINESS**

#### **4.1 DISCUSSION/ACTION: DIRECTION TO BE GIVEN ON A HOTEL STUDY TO BE COMPLETED FOR WASHINGTON TERRACE**

Hanson stated that the accessibility to ski resorts, Hill AFB, I-84, and the hospital makes the area a good place to put a hotel. He stated that a hotel may make sense. He has received a proposal from Robert Benton and Associates for a study to see if a hotel would make sense for the city, stating that it may be beneficial for sales tax, lodging tax, and retail and food services. Mayor Allen stated that the study and expenses may be up to \$12500. Board Member Jensen asked if the Pitcher Hotel in South Weber has been successful in the area. Hanson stated that his understanding is that they are doing well and the success of the lodging has motivated him to look into a hotel in the South end of Washington Terrace. Board Member Jensen stated that it would have to be noticed chains to bring people to the hotel so that they can take advantage of multiple stay discounts, etc. Hanson stated that the landowners are interested in a hotel. Board Member Johnston stated that people are looking for convenience. Hanson stated that the RDA could fund the study. Board Member Johnston stated it would be nice if a person looking for the hotel could do the study for the land and present accordingly. Hanson agreed that it would be nice if the person doing the study had connections and can encourage the hotel owners. Board

47 Member Monsen stated that the most common element of successful hotels are that there are  
48 food services and facilities surrounding them and wonders if we would be getting the cart before  
49 the horse. Board Member Brown stated that he would vote no because of the tollway and no  
50 freeway accessibility or restaurants. He agrees that it should be the developer to go after the  
51 hotel. He stated that he would rather build up a medical base that could attract restaurants. Mayor  
52 Allen agreed that the toll road may hurt us, but sees benefits for people who have medical issues  
53 using the facilities. Hanson stated that he does not want to bring in anything that competes with  
54 the hospital because they are our anchor. Board Member Shupe stated that its time to look at tax  
55 base for the City and not give up prime real estate to medical or retirement home businesses. He  
56 also noted that the landowner may give up concessions if a hotel is beneficial to him. Board  
57 Member Johnston stated that she would like to see if a hotel would be beneficial and see if  
58 landowner could pay for part of the expenses. Hanson stated that spending money in the RDA  
59 does not hurt the City general fund. Mayor Allen stated that he would like to go in on the study  
60 with someone else, possibly the county economic development department. Board Member  
61 Shupe directed Hanson to pursue other sources first and decide from there. Hanson will research  
62 with hoteliers.

63

64 **5. COMMENTS CONSIDERED**

65 There were no comments considered.

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

68 **Chair Allen adjourned the meeting at 7:38 p.m.**

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72 \_\_\_\_\_  
Date Approved

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

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