



Regular City Council Meeting
Tuesday, July 17, 2018
City Hall Council Chambers
5249 South 400 East, Washington Terrace City
801-393-8681
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 JUNE 19, 2018, 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 MOTION/RESOLUTION 18-07: RESOLUTION AUTHORIZING INDIVIDUALS TO ACCESS/ANDOR TRANSACT WITH THE MUNICIPALITY'S UTAH PUBLIC TREASURER'S INVESTMENT ACCOUNTS

The Utah State Treasurer Office requires that municipality's certify individuals to manage The PTIF fund. The City Manager and City Treasurer will be certified to access the account.

7.2 MOTION/ORDINANCE 18-10: AN AMENDMENT TO THE WASHINGTON TERRACE CITY MUNICIPAL CODE REGARDING THE GOOD LANDLORD

For more information on these agenda items, please visit our website at www.washingtonterracecity.com

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.

PROGRAM

Revisions to the Good Landlord Ordinance to comply with state law amendments.

7.3 PRESENTATION: SHERIFF'S QUARTERLY REPORT

A report on activity in Washington Terrace from April-June 2018

7.4 PRESENTATION: ANIMAL CONTROL QUARTERLY REPORT

A report on activity in Washington Terrace from April-June 2018

7.5 DISCUSSION/MOTION: APPROVAL OF THE LEASE AGREEMENT WITH OGDEN CITY REGARDING WASHINGTON TERRACE FIRE STATION #51

Ogden City will pay for leased space that includes the building, associated parking, grounds, and easements.

8. ADJOURN INTO RDA MEETING

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

July 26th : Planning Commission Meeting – Cancelled

August 7th: City Council Meeting- 6:00 p.m.

August 21st: City Council Meeting – 6:00 p.m.

August 30th .Planning Commission Meeting – 6:00 p.m.

12. 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.

13. ADJOURN THE MEETING: MAYOR ALLEN

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1
2
3 **City of Washington Terrace**
4

5 Minutes of a Regular City Council meeting
6 Held on June 19, 2018
7 City Hall, 5249 South 400 East, Washington Terrace City,
8 County of Weber, State of Utah
9

10 **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT WORK SESSION**

- 11 Mayor Mark C. Allen
12 Council Member Scott Monsen - excused
13 Council Member Blair Brown
14 Council Member Larry Weir
15 Council Member Scott Barker
16 Council Member Jeff West
17 Finance Director Shari' Garrett
18 City Manager Tom Hanson
19 Public Works Director Steve Harris
20 Chief Building Official Jeff Monroe
21 Fire Chief Kasey Bush
22 City Recorder Amy Rodriguez
23

24 **Others present**

25 Scott Paxman,
26

27 **1 WORK SESSION**

28 Hanson introduced Scott Paxman from Weber Basin Water District. Paxman presented a slide show on
29 new legislation and mandates. He presented on water rates, stating that a study has just been completed
30 on operations and maintenance. He stated that there is a new capital assets portion of rates that is required
31 by law. He stated that they have identified all their assets and life of the assets. He stated that they have
32 put together a budget to fund their own repairs and replacement of their assets. He stated that the cost of
33 replacement and repair is higher than new infrastructure. Paxman stated that Washington Terrace is
34 buying Project Water and District I water. Paxman presented the 5 year rate increases, stating it is about
35 an average of 8.5 percent increases each year. He stated that residents will also be seeing these increases
36 in their secondary water.

37 Paxman presented the district population growth, noting that the service area is projected to double
38 within 50 years (estimating 10,000 new residents per year). He stated that there are three components to
39 managing the growth are conservation, optimization, and development.

40 Paxman stated that they have an incentive program for those who have a year's record of water
41 consumption, and who can demonstrate that they are employing technology that is saving water.
42 He stated that they have rebates to help homeowners with conservation.

43 Paxman stated that the legislature may be requiring cities to put in meters and shoulder the burden of the
44 costs. He stated that they are working on ways to help if the legislation becomes statewide.

45 Hanson stated that the city has replaced almost all the meters and is working towards converting to the
46 AMI system.
47
48

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

50 Mayor Mark C. Allen
51 Council Member Scott Monsen - excused
52 Council Member Blair Brown
53 Council Member Larry Weir
54 Council Member Scott Barker
55 Council Member Jeff West
56 Finance Director Shari' Garrett
57 City Manager Tom Hanson
58 Public Works Director Steve Harris
59 Chief Building Official Jeff Monroe
60 Fire Chief Kasey Bush
61 Recreation Director Aaron Solomon
62 City Recorder Amy Rodriguez
63 Lt. Jeff Pledger, Weber County Sheriff Department

64
65 **Others present**
66 Charles and Reba Allen,
67

68 **2. ROLL CALL** **6:00 P.M.**
69

70 **3. PLEDGE OF ALLEGIANCE**
71 Scout Timothy Bair Troop 271 led the Pledge of Allegiance.
72

73 **4. WELCOME**
74

75 **5. CONSENT ITEMS**
76

77 **5.1 APPROVAL OF AGENDA**

78 **5.2 APPROVAL OF JUNE 5, 2018, MEETING MINUTES**

79 Items 5.1 and 5.2 were approved by general consent.
80

81 **6. CITIZEN COMMENTS**

82 There were no citizen comments.
83

84 **7. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN**
85 **COMMENTS**

86 Due to lack of citizen comments in item 6, item 7 is unnecessary.
87

88 **8. NEW BUSINESS**
89

90 **8.1 PRESENTATION: UTAH LOCAL GOVERNMENT'S TRUST AWARDING OF**
91 **THE TRUST ACCOUNTABILITY PROGRAM AWARD**

92 Jason Watterson, representing the ULGT, presented Council with a check for \$2599.50, as part of the
93 Trust Accountability Program Award which within the City participates.

94 He stated that less than 20 percent of the cities in the Trust receive the award for risk management. This
95 is the fourth year that the city has received the award.
96

97 **8.2 MOTION/RESOLUTION 18-05: TO APPROVE THE BUDGET DOCUMENT FOR**
98 **FY 18 AMENDED BUDGET, ADOPT FY 2019 FINAL BUDGET, FEE**
99 **SCHEDULE AND POLICY GUIDELINES; AND ADOPT THE COUNTY**
100 **AUDITOR’S CERTIFIED PROPERTY TAX RATE**

101 Hanson asked that the budget be approved as presented. Garrett stated that she will eliminate the footnote
102 on the fee schedule.

103 **Motion by Council Member Brown**
104 **Seconded by Council Member Barker**
105 **To approve Resolution 18-05 approving the budget**
106 **Document for FY 18 amended budget, adopting FY 19 Final Budget,**
107 **Fee schedule and policy guidelines; and adopt the county auditor’s**
108 **Certified property tax rate**
109 **Approved unanimously (4-0)**
110 **Roll Call Vote**
111

112 **9. ADJOURN INTO RDA MEETING**

113 Council Adjourned into RDA at 6:07 p.m.
114

115 **8. NEW BUSINESS (CONTINUED)**

116 **8.3 PRESENTATION: TERRACE DAYS REVIEW**
117

118
119 Solomon reviewed the events of Terrace Days that was held on June 8th and 9th. Solomon thanked the
120 Fire Department and Sheriff’s Office for their help at the festival. He extended his great appreciation to
121 the Public Works Crew for their help. He noted that the event could not take place without our sponsors.
122 Solomon thanked Council for their participation.

123 Mayor Allen stated that he noticed that some of the residents were smoking e-cigarettes, and noted that
124 the “no smoking” signs are too faded to be read in the park. Mayor Allen asked that the signs be replaced.
125 Lt. Pledger stated that posted signs make it easier to enforce the no smoking law. Council Member
126 Barker stated that there was confusion as to who received free water. Solomon explained that we were
127 required to apply for a mass gathering permit and part of that permit is to provide free water to anyone.
128 He stated that it is possible that lack of communication contributed to the misunderstanding.

129 Solomon stated that we have an online system in which he can send a questionnaire out to all the vendors
130 for feedback on the event. Solomon stated that the 5K event has historically not received a high turnout,
131 but may be something to look at to bring back.

132 Mayor Allen noted that there is a choke point for the parade by Rohmer Park. He suggested re-routing
133 the parade to central city, starting at Bonneville High School down to 4700 South and turn by the church
134 and proceed down to the Park. He stated that it gives more public access to watch the parade and line the
135 route.

136 Hanson stated that the Fire Department will burn off some of the brush before the fireworks display next
137 year.
138

139
140
141
142
143 **8.4 MOTION/ORDINANCE 18-09: AMENDING CHAPTER 17.44 OF THE**
144 **MUNICIPAL CODE RELATING TO “LANDSCAPING”**

145 Monroe stated that the landscaping ordinance was amended to amend park strip regulations.

146 Monroe stated that we are continuing to review and modify ordinances. Monroe stated that the
147 ordinance was amended to set the height limitation for park strips, as well as identify prohibited
148 trees and shrubbery that may be a nuisance to our utility meter process. He stated that line
149 of sight is a major issue of the ordinance. Monroe stated that it is a safety issue and the Planning
150 Commission has given a favorable recommendation to approve the ordinance.
151 Mayor Allen asked how do we inform residents of the new changes. Monroe stated that the
152 Zoning compliance permit is one of our most active permits. He stated that the permit covers
153 A variety of issues, including concrete, sheds, driveway, fences, park strip vegetation. He stated that
154 when residents come in to get the permit, they are informed of all the zoning regulations
155 associated with their project. Hanson stated that people could be referred to our ordinances online
156 through Facebook, or the newsletter.
157 A change will be made that that states all existing trees not on the list shall be considered
158 non-conforming. Another correction will be the spelling of Phitzer.

159
160 **Motion by Council Member Barker**
161 **Seconded by Council Member West**
162 **To approve Ordinance 18-09 Amending**
163 **Chapter 17.44 relating to “Landscaping”**
164 **Approved unanimously (4-0)**
165 **Roll Call Vote Weir**
166

167 **8.5 MOTION: APPROVAL OF ENGINEERING CONTRACT WITH CARTWRIGHT**
168 **ENGINEERING FOR TANK #1 SEISMIC UPGRADES**

169 Harris stated that the same engineering firm worked on the seismic upgrades in 2015 on tank #3.
170 Harris stated that the contract is for \$40,200. He stated that the amount is for material testing,
171 construction management, and engineering design. He stated that there are some differences in the
172 design because is it a slightly different type of tank. Harris stated that the tank was taken offline
173 several years ago. Harris stated that Cartwright Engineering has already done the design and
174 it is the best way to get a good design on this part of the project. Harris stated that a SCADA
175 system will be put in. Harris stated that there will be additional upgrades to the tank to be in state
176 compliance. Harris stated that the item was placed out to bid in 2015, with no response. He stated that
177 this time we went with Cartwright because of their experience with the project.

178
179 **Motion by Council Member West**
180 **Seconded by Council Member Weir**
181 **To approve the engineering contract**
182 **With Cartwright Engineering for Tank #1**
183 **Seismic Upgrades**
184 **Approved unanimously (4-0)**
185

186 **8.6 MOTION/RESOLUTION 18-07: INTERLOCAL AGREEMENT WITH**
187 **SOUTH OGDEN CITY FOR ANIMAL CONTROL SERVICES**

188 Hanson stated that the contract is being renewed for a five year contract with a renewable option.
189 Hanson stated that one of the trucks says Washington Terrace, and another says South Ogden.
190 Mayor Allen asked if the officers are being proactive on the dog limit. Hanson stated that they
191 respond to calls and complaints. Council Member Brown stated that there are a lot more dogs than the
192 City is aware of and we are not receiving license fees.

193
194 **Motion by Council Member Barker**

195 **Seconded by Council Member Weir**
196 **To approve Resolution 18-07 approving**
197 **The interlocal agreement with South Ogden City**
198 **For animal control services**
199 **Approved unanimously (4-0)**
200 **Roll Call vote**
201

202 **8.7 MOTION: TO CHANGE THE JULY 2018 MEETING SCHEDULE**

203 **Motion by Council Member Brown**
204 **Seconded by Council Member Weir**
205 **To cancel the July 3, 2018 Meeting**
206 **Approved unanimously (4-0)**
207

208 **10. COUNCIL COMMUNICATION WITH STAFF**

209 Council Member Brown stated that the front office does a great job. He stated that Terrace Days was
210 went well and congratulated staff.

211 Council Member Weir stated that Terrace Days turned out very well.

212 Mayor Allen thanked Public Works for the new street signs around the city. He stated that there is a
213 streetlight deteriorating at Ridgeline and 100 East. He also stated that there is a dead pine tree at
214 Rohmer Park.

215
216 **11. ADMINISTRATION REPORTS**

217 Hanson stated that we are waiting on delivery of the speed signs that have been discussed.

218 Hanson stated that the design to upgrade 5350 South is being completed and will be brought back in a
219 RDA meeting. He stated that legal work is being done to retrieve funds from the company responsible.

220 Harris stated that 500 South is essentially done and is waiting on irrigation and then paving.

221 Hanson stated that a wireless Wi-Fi system is being installed in the new shop, as well as a plan to link the
222 Building with City Hall. There is no date set for the Open House, however, it may be set for September.
223

224 **12. UPCOMING EVENTS**

225 June 28th: Planning Commission (tentative) 6:00 p.m.

226 July 4th: City Offices closed for Independence Day

227 July 17th: City Council Meeting 6:00 p.m.
228

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

230 **Mayor Allen adjourned the meeting at 7:33 p.m.**
231

232 **14. REQUIRED STORM WATER TRAINING (to immediately follow the regular**
233 **meeting)**

234 Public Works Director Steve Harris presented required storm water training to the Mayor and Council.
235

236 _____
237 **Date Approved**

_____ **City Recorder**

City Council Staff Report

Author: Gina Kochendorfer, City Treasurer
Subject: State Treasurer Public Entity Resolution
Date: 07-17-2018
Type of Item: Resolution - action



Summary Recommendations: Staff recommends the City Council adopt this Public Entity Resolution to authorize Tom Hanson, City Manager and Gina Kochendorfer, City Treasurer, as administrators of the City's PTIF accounts.

Description: This resolution is a requirement of the Office of the State Treasurer for the City to certify authorized individuals:

- a. to add or delete users to access and/or transact with PTIF accounts;
- b. to add, delete, or make changes to bank accounts tied to PTIF accounts;
- c. to open or close PTIF accounts;
- d. and to execute necessary forms in connection with such changes on behalf of the City.

This authorization will be in effect until revoked in writing with the State Treasurer.

Topic: Washington Terrace City has maintained PTIF accounts with the State Treasurer's office for years. A new requirement of the State Treasurer's office is to request the completed Public Entity Resolution Form which specifies the individuals who are authorized to administer the day-to-day activities of each public entity's PTIF accounts. The Public Entity Resolution Form provided by the State Treasurer's office is included as Exhibit A which is attached. Currently, Tom Hanson, City Manager, and Gina Kochendorfer, City Treasurer, administer the day-to-day aspects of the City's one PTIF account.

Background: Most public entities in the State of Utah maintain accounts with the Public Treasurer's Investment Fund (PTIF) which is managed by the Utah State Treasurer's office. Investment of funds is handled in accordance with the Utah Money Management Act which provides for professional investment management and independent oversight to help ensure safety, liquidity and a competitive yield on funds invested. Those authorized to transact business with the fund are typically the treasurer, finance director or other similarly situated individuals within the organization. The State Treasurer's office does have a dual control feature in place which consists of notification to the all authorized users when any additions or deletions of users; addition, deletion or changes to bank accounts tied to PTIF accounts; and the opening or closing of PTIF accounts are made.

Department Review: City Manager, Finance Director, City Treasurer

**CITY OF WASHINGTON TERRACE
RESOLUTION 18-07**

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
AUTHORIZING INDIVIDUALS TO ACCESS AND/OR TRANACT
WITH THE MUNICIPALITY'S UTAH PUBLIC TREASURER'S
INVESTMENT ACCOUNTS (PTIF)**

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, *Utah Code Annotated* §10-3-717, 1953, as amended, authorizes the City to exercise all administrative powers by resolution;

WHEREAS, the City is required by the Office of the State Treasurer to certify authorized individuals to act on the city's behalf:

WHEREAS, the City is subject to the Public Entity Resolution and attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington Terrace, Utah, hereby approves the attached Agreement (exhibit A) authorizing the named individuals to act on the City's behalf for banking and investments.

PASSED AND APPROVED by the City Council this ____ day of _____, 2018.

MARK C. ALLEN, Mayor

ATTEST:

AMY RODRIGUEZ, City Recorder

Roll Call Vote:

Council Member Brown

Council Member Barker

Council Member Mosen

Council Member Weir

Council Member West

City Council Staff Report

Author: Gina Kochendorfer, City Treasurer
Subject: Good Landlord Program Act Amended
Date: 07-17-2018



Type of Item: Ordinance No. 2018-02 amending Chapter 5.12 to comply with state law revisions relating to the Good Landlord Program Act - action

Summary Recommendations: Staff and Legal recommend approval of the Ordinance amending Chapter 5.12 Good Landlord Program Act to conform to changes in state law. Ordinance No. 2018-02 is included as Exhibit A.

Description: Since adoption of the initial Good Landlord Program in 2007, the state legislature has made changes that preempt our City Ordinance. The most recent change is effective May 9, 2017, where the following amendment was made in state law which directly conflicts with our current Good Landlord Program in the City of Washington Terrace:

- (3) A municipality may not:
- 87 (a) impose a disproportionate rental fee on an exempt business;
 - 88 (b) require a residential landlord to deny tenancy to an individual ~~[released from~~
 - 89 ~~probation or parole whose conviction date occurred more than four years before the date of~~
 - 90 ~~tenancy]~~ based on the individual's criminal history unless a halfway house, as that term is
 - 91 defined in Section 51-9-412, is located within the municipality;

William Morris, City Attorney has amended Chapter 5.12 of the Good Landlord Program Act with Ordinance No. 2018-02.

Topic: Washington Terrace City has maintained and enforced violations of Ordinance No. 08-03 for the Good Landlord Program Act since 2008. The new state law initiates a major change in regard to the City will no longer be able to require a residential landlord to deny tenancy based on past criminal convictions or based on an individual's criminal history. This is now the landlord's decision whether or not to rent to the individual.

The City is still allowed to require tenant screening and also to require the landlord to keep the application, related documents and any background check on file for the full term of the lease. The City can and will still require that the landlord shall refuse to rent to any prospective tenants or other occupants who provided false information on any application or otherwise.

Background: In the past under the Good Landlord Program Act 08-03, the City staff could require that a landlord could not rent to an individual (and was able to require immediate eviction if it was found that a tenant was living in a good landlord property) who had been convicted of any drug or alcohol related crime in the past three (3) years; any crime related to property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past three (3) years. Also, any person who appeared on the Utah Sex Offender Registry

could be denied rental status (or evicted if found residing) in the City under the Good Landlord Program Act 08-03.

The Good Landlord Program Act will remain the same in other areas such as if the Owner fails to fulfill its obligations under Chapter 5.12 or the written agreement, or the Owner has more than two (2) violations of Chapter 5.12, the municipal code, or the building code in a calendar year.

Significant Impacts: The significant impact of this state law is that the City can now only require the Owner to promptly evict problem tenants involved in illegal drug activity, criminal activity or other illegal activities occurring on the property within the City limits per the Good Landlord written agreement. The City can no longer require a landlord to deny tenancy to any individual.

Department Review: City Attorney, City Recorder, Building Official, City Treasurer

Alternatives:

- A. **Approve the Request:** Council may approve the Ordinance and the city will be in state compliance.
- B. **Continue the Item:** Council may continue the item until a future meeting.

**CITY OF WASHINGTON TERRACE
WEBER COUNTY, UTAH**

ORDINANCE NO. 2018-10

GOOD LANDLORD PROGRAM AMENDED

**AN ORDINANCE OF WASHINGTON TERRACE CITY, UTAH,
AMENDING CHAPTER 5.12 TO COMPLY WITH STATE LAW
REVISIONS RELATING TO THE GOOD LANDLORD PROGRAM;
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Washington Terrace City (hereafter referred to as the “City”) is an incorporated municipality duly existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-1-203 and §10-1-203.5, 1953, as amended, authorizes the City to impose license fees and a disproportionate fee on the Owner of residential rental units subject to the requirements set forth in the statutes;

WHEREAS, *Utah Code Annotated* §10-8-84, 1953 as amended, grants municipalities broad authority to provide for safety and preserve health, and promote prosperity, improve morals, peace and good order, comfort, convenience, and for the protection of property;

WHEREAS, *Utah Code Annotated* §10-8-60, 1953 as amended, grants municipalities broad authority to declare what shall be a nuisance, abate the same, and to impose fines for such nuisances;

WHEREAS, *Utah Code Annotated* §10-11-1, et seq, authorizes the City to regulate the abatement of weeds, garbage, refuse, or unsightly or deleterious objects or structures and recover the costs of the same;

WHEREAS, the City has within its municipal boundaries numerous residential rental units where the City has an interest in protecting public health, safety, and general welfare;

WHEREAS, the City desires to amend Chapter 5.12 to conform to changes in state law;

WHEREAS, the City desires to continue with its Good Landlord Program subject to changes in state law in order to aid in prevention of criminal activities, protect public safety, health, and welfare;

WHEREAS, the City Council finds that Owners who participate in a Good Landlord Program can benefit from training and cooperation with the City in protecting property values, preventing criminal activities, promoting real property maintenance, and protecting public safety, and improving public health;

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

Section 1: Repealer. Chapter 5.12 is hereby repealed entirely.

Section 2. Re-enactment. Chapter 5.12 entitled the “Good Landlord Program” is hereby re-enacted to read as follows:

Chapter 5.12
GOOD LANDLORD PROGRAM

5.12.010. Good Landlord Program.

This Chapter shall be referred to as the “Good Landlord Program.”

5.12.020. Definitions.

In addition to the definitions set forth in this Title, the following definitions apply to this Chapter:

1. “Agreement” means the binding agreement entered with the City as part of the Program.
2. “Fees or fee schedule” means the business license fee schedule as it relates to a rental dwelling unit and the Program and as further defined in *Utah Code Annotated* §10-1-203.5, 1953, as amended.
3. “Residential rental unit” means any residential dwelling unit that is rented, loaned, let or hired out to be used or occupied as a home or residence. This definition is inclusive of any buildings or apartment buildings so arranged, designed, built, rented, loaned, let or hired out to be used or occupied as the home, residence, or dwelling unit of one or more families living independently of each other.
4. “Owner” mean the landlord or person having ownership of a residential rental unit, or their designated property manager, and is inclusive of any individual, group of individuals, partnership, corporation, association, or other legal entity.
5. “Program” means the Good Landlord Program set forth in this Chapter.

5.12.030. License and Fee Required.

1. License Required. Any owner of a residential rental unit shall obtain and maintain a current business license. The owner of more than one residential rental unit shall be required to obtain only one business license, provided that the owner furnishes to the City:
 - a. All owner contact information.
 - b. Any property manager who shall be the primary contact.
 - c. A complete list by address of all rental dwelling units owned within the City.
2. Fee Schedule. There is hereby imposed upon the owner of any residential rental unit a disproportionate rental fee based upon a study conducted by the City as provided by state law:

- a. Fee and Study. The disproportionate rental fee may be adopted by resolution or ordinance as part of the fee schedule after completion of a study for the same.
 - b. Payment. Any owner of a residential rental unit shall pay the fees set forth in the fee schedule at the time of application for a new or renewal license. The City may provide for a payment plan for each owner.
 - c. Failure to Pay. Failure to make timely payment, or pay timely under any payment plan may result in the suspension or revocation of the license and the imposition of penalty fees as set forth in this Title.
 - d. Fee Reduction. Reduced fees apply to members of the Program as set forth in this Chapter.
3. Liability. If there is more than one owner, including purchases under contract, each owner shall be jointly and severally liable to pay the business license fees set forth in the fee schedule.

5.12.040. Program Requirements.

The Owner, authorized designee, or property manager, of any rental dwelling unit may apply for admission into the Program.

1. Program Requirements:
 - a. Completion and approval of the Program application.
 - b. Completion of Program training as approved by the licensing authority.
 - c. Execution of a written agreement with the City regarding Owner obligations set forth in this Chapter.
2. Owner's Obligations. Each owner participating in the Program shall perform the following:
 - a. Tenant screening. Owner shall perform all of the following screening requirements for all tenants prior to move in:
 - i. Application. Owner shall require each prospective tenant to complete a rental application, which shall include the tenant's information.
 - ii. Records. Owner shall keep the application, related document, and any background check on file for the full term of the lease.
 - iii. Background check. Owner may require a background check for each tenant as well as each occupant of the premises, who is 18 years or older which includes:
 - (1) Driver's license or identification.
 - (2) Criminal history.
 - (3) Credit history.
 - (4) Income or employment verification.
 - (5) References.
 - iv. Tenant selection. Owner shall refuse to rent to any prospective tenants or other occupants who provided false information on any application or otherwise.
 - b. Eviction. Owner shall promptly evict problem tenants involved in any illegal drug activity, criminal activity, or other illegal activities.

- c. Executed lease. Owner shall execute a valid, written lease agreement with each tenant, which shall include any requirements set forth in this Chapter.
- d. Training. Owner agrees to attend and complete the required training.
- 3. City's Obligations. City shall perform the following for each Owner participating in the Program:
 - a. Fee reduction. If admitted into the Program, the Owner is awarded the reduced fees for members of the Program as set forth in the fee schedule.
 - b. Inspections. City may conduct inspections at the request of the Owner without penalty, or with cause and notice require Owner to submit to a random building inspection.
 - c. Waiver. City reserves the right to grant a discretionary waiver, in whole or part, for any violation of the agreement, if, at the City's sole discretion, grounds exist for such a determination.
- 4. Eligibility. Any Owner is eligible for admission into the Program at the time of filing an initial business license application or at the time of the annual business license renewal. Any Owner who misses the admission deadlines in this part may request an admissions subject to approval by the licensing authority for undue circumstances resulting in the missed deadline or for good cause shown.
- 5. Termination. Any Owner may be terminated from the Program if:
 - a. Owner fails to fulfill its obligations under this Chapter or the written agreement.
 - b. Owner has more than two (2) violations of this Chapter, the municipal code, or the building code in a calendar year.
 - c. Owner shall immediately remit to the City its annual disproportionate rental fee waived as part of the Program.
 - d. Owner is subject to any other penalties provided by this Chapter for breach of the written agreement, in addition to any remedies provided by law for any code violations.

5.12.050. Inspections.

- 1. Generally. City may conduct inspections with cause and notice. If Owner or other responsible person refuses to allow the inspector to enter and inspect the property, the City may obtain and execute a search warrant as provided by law.
- 2. Entry Request. No Owner, occupant, or any other person having charge, care or control of any building or premises shall fail or neglect, after proper cause and notice or warrant is made, to properly permit entry therein by the authorized City official or representative(s) for the purpose of inspection and enforcement of the code.

5.12.060 Adverse Action.

The City may take adverse action against any Owner that may include but not limited to imposition of a penalty, denial, revocation, or suspension for any of the following:

- 1. Noncompliance. The Owner or applicant does not meet the qualifications for a licensee as provided under this Title or does not conform or comply to the laws and regulations of the City.

2. Nonpayment. Failure to make payment or a returned check for the required fees, plus any late fees or other penalties that may apply as a result of nonpayment of a returned check.
3. Planning. Noncompliance with any requirement or condition set by the Planning Commission or land use authority, the appeal authority, or other governing authority.
4. Violations. Violation of the code, site plan approval, conditional use permit, variance, development agreement, or similar approval.
5. Inspection. The Owner refused lawful inspection as provided in this Chapter.

5.12.070 Administration.

1. Generally. An Owner is subject to a business license as provided in this Title regardless of participation in the Program under this Chapter.
2. Investigation. The licensing authority may for cause gather evidence of violations of this Title or other circumstances which may give rise to a denial, suspension, or revocation.
3. Procedure. Procedure for any suspension or revocation is governed by this Title. For any violation, the licensing authority may take adverse action and issue a Notice of Violation, Certificate of Non-compliance, or administrative citation, and/or criminal citation in accordance with the penalties prescribed in this Title. When taking adverse action the licensing authority may consider:
 - a. Preponderance of the evidence standard of review.
 - b. Whether individual or entity involved participates in the Program.
 - c. Severity of the violation(s).
 - d. History of prior violation(s) or adverse action.
 - e. Conduct and demeanor of the individual or entity involved.
 - f. Likelihood of compliance.
 - g. Mitigating factors.
 - h. Any other information obtained as part of enforcement or investigation relating to the violation(s).
4. Adverse Action. The licensing authority may upon notice and without hearing impose a penalty, deny, revoke, or suspend any license as provided in this Chapter.
5. Appeal. Owner may appeal any decision made under this Chapter for any adverse action taken by the City by filing a written appeal with the licensing authority within ten (10) calendar days of the notice of adverse action. Any denial, suspension, or revocation shall take effect after a ten (10) calendar day appeal period has elapsed. All appeals shall be administered as provided in this Chapter and the municipal code.

5.12.080 International Property Maintenance Code.

1. Adoption. The most current edition of the *International Property Maintenance Code* is hereby adopted and incorporated herein by this reference.
2. Compliance. The Owner, occupant, operator, and/or property manager of any residential rental unit in the City shall conform to the most current edition of the *International Property Maintenance Code* regardless of participation in the Program.
3. Violation. In addition to other penalties of this Chapter, a violation of this section constitutes a violation of the Program.

5.12.090 Code Compliance.

1. Code Compliance. The Owner, occupant, operator, and/or property manager of any residential rental unit in the City shall comply with any building code, municipal code, site approval, or other development approval regardless of participation in the Program.
2. Violation. In addition to other penalties of this Chapter, a violation of this section constitutes a violation of the Program.

5.12.100 Penalties.

Any Owner, occupant, operator, and/or property manager who violates this Chapter is guilty of a class B misdemeanor and subject to a fine of \$1,000. In addition civil remedies and penalties apply available at law or equity, including injunctive relief and abatement, the City may impose a civil fine not to exceed \$1,000, per day, per violation.

Section 3: 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 4: Effective date. This Ordinance shall be effective immediately upon posting or publication after final passage.

ADOPTED AND APPROVED on this ____ day of _____, 2018.

MARK C. ALLEN, Mayor,
Washington Terrace City

ATTEST:

AMY RODRIGUEZ, City Recorder

RECORDED this ___ day of _____, 2018.

PUBLISHED OR POSTED this ___ day of _____, 2018.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the City Recorder of the City of Washington Terrace, Utah, hereby certify that foregoing Ordinance was duly passed and published or posted at 1) _____, 2) _____, and 3) _____ on the above referenced dates.

AMY RODRIGUEZ, City Recorder

DATE: _____

Washington Terrace Animal Control quarterly 2018 and Annual Call Detail and Totals

	Attack/Bite	Barking	Stray/Roaming	Carcass Removal	Citizen Assist.	Followup	Injured animal	Citations	Cruelty	Calls For Service	Extra Patrol
2nd QUARTER	3	10	30	1	3	1	2	21	5	95	20
18-Jun	3	0	18	0	1	0	0	0	2	28	4
18-May	0	4	10	1	0	0	1	21	2	41	3
18-Apr	0	6	2	0	2	1	1	0	1	26	13
1st QUARTER	5	11	19	3	2	7	0	9	5	63	1
18-Mar	2	7	8	1	2	3	0	2	1	26	0
18-Feb	1	2	6	2	0	1	0	0	3	15	0
18-Jan	2	2	5	1	0	3	0	7	1	22	1
17-Dec	0	0	4	0	0	3	1	2	5	15	0
17-Nov	0	4	18	0	1	7	0	5	4	40	0
1-Oct	2	2	11	2	3	1	1	6	0	23	1
1-Sep	0	1	16	1	0	1	0	3	1	26	3
1-Aug	2	0	13	1	3	2	1	5	0	30	3
17-Jul	2	1	11	1	6	3	0	6	2	33	1
JULY 2017-JUNE											
2018 ANNUAL	19	40	141	13	20	32	5	66	27	388	30

City Council Staff Report

Author: Kasey Bush
Subject: Ogden Ambulance Contract
Date: 7/17/2018
Type of Item:



Summary:

At our retreat in November the council asked Staff to explore funding options to support Fire Department Personnel Recruitment and Retention.

Description:

A. Topic:

Ogden Ambulance Contract

B. Background:

Since 2009 Ogden Fire Department has been housing their Ambulance at our station with no compensation for our city to cover the added cost of housing Ogden Fire Department Equipment and Personnel

In November at the request of the City Council we began negotiating leasing the space Ogden Fire is using at our facility and what compensation might be adequate.

C. Department Review:

At this time we have negotiated a contract with Ogden City Fire Department that will be in effect for Five Years. Ogden City has agreed to pay Washington Terrace City \$55,000 for the first Year and 60,000 the second year, with a two percent increase each remaining year. There is a clause stating that they require a 180 days' notice to terminate the contract early if the City decides to go in a different direction.

Alternatives:

A. Approve the Request:

B. Deny the Request:

C. Continue the Item:

D. Do Nothing:

LEASE AGREEMENT

This LEASE AGREEMENT made as of this _____ day of _____, 2018, between **WASHINGTON TERRACE CITY**, a Utah municipal corporation (“Lessor”), and **OGDEN CITY CORPORATION**, a Utah municipal corporation (“Lessee”). Lessor and Lessee shall hereinafter be referred to as the “Parties” and sometimes individually as a “Party.”

WITNESSETH:

WHEREAS, Lessor and Lessee desire to enter into this Lease Agreement regarding the real property described herein (“Premises”).

WHEREFORE, in consideration of the mutual covenants contained herein, Lessor and Lessee agree as follows:

1. **DESCRIPTION OF PREMISES:** Lessor and Lessee acknowledge that Lessor continues to use the building, associated parking, grounds, and easements, known as “Washington Terrace Fire Station #51,” located at 4601 South 300 West, Washington Terrace, UT 84405 (hereafter “Fire Station #51), for support of fire protection and emergency services. The parties also acknowledge that Lessee’s use of the Premises will not interfere with Lessor’s continued use of Fire Station #51. Lessor leases to Lessee and Lessee leases from Lessor the Premises described as follows: a portion of Fire Station #51, and the nonexclusive right and privilege to utilize the grounds and parking areas, as more fully depicted in Exhibit A – Premises, attached to and made part hereof.
2. **PURPOSE:** Lessee intends to use the Premises for an apparatus bay, living quarters, kitchen facilities, and dorms. Lessee agrees that it shall not use the Premises in such a manner as to interfere with the quiet enjoyment of the portions of the Premises that shall remain occupied by the Lessor. Lessee shall cooperate with Lessor in the use of parking and other common facilities so as to not unreasonably interfere with Lessor’s operations, guests, employees, and invitees. Lessee agrees to comply with all Federal, State and Local governmental laws, ordinances and regulations affecting the operation of the leased Premises during the term of this Lease Agreement.
3. **TERM:** The Term of this Lease Agreement shall be five (5) years, beginning on July 1, 2018, and terminating on June 30, 2023 (the “Term”). Either Party may terminate this Agreement prior to the end of the Term set forth herein without penalty by providing the other 180 days notice.
4. **RENT:** Annual rent shall be \$55,000.00 from July 1, 2018, through June 30, 2019, payable in monthly installments of \$4,583.33, and \$60,000.00 from July 1, 2019 through June 30, 2020, payable in monthly installments of \$5,000.00. Starting June 30, 2021, the rent shall increase six (6) percent, and shall increase six (6) percent on June 30 each year thereafter until the Term set forth in this Agreement expires or is

terminated as provided in Paragraph 3. The monthly rent payments indicated above are the total amounts of monthly rent to be paid by Lessee and are *inclusive* of the costs of alarm notification, water, sewer, power, refuse, and natural gas, janitorial, snow plowing, and normal wear and tear on provided equipment and furnishings.

5. **INSURANCE:** Lessee agrees to keep in force, at its sole cost and expense, a policy of public liability and property damage insurance with respect to the leased Premises and Lessee's uses of the leased Premises, with a minimum, of \$1,000,000 single limits and \$2,000,000 combined limits for personal or bodily injury and property damage. The policy shall name Lessor and Lessee as insured's, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor and Lessee ten (10) days prior written notice. Lessee waives its right of subrogation against Lessor for any reason whatsoever, and any insurance policies procured by Lessee shall contain an express waiver of any right of subrogation by the insurer against Lessor.
6. **DAMAGE:** In case the leased Premises shall be so damaged by fire, earthquake, the elements, or any other casualty as to be untenable, Lessee's lease herein shall be proportionately abated during any period necessary for Lessor to restore said Premises. Lessor shall not be liable nor responsible for any Lessee personal property on the Premises. In the event the Premises are unable to be restored, within thirty (30) days of the event causing the damage, to the condition existing immediately prior to the event causing the damage, either Lessor or Lessee may provide ten (10) days written notice to the other party that this Lease Agreement is terminated. Lessee is responsible to repair or reimburse Lessor for any damage that Lessee may cause to the Premises.
7. **INSPECTION OF PREMISES:** Lessee has made a physical inspection and examination of the Premises prior to execution of this Lease Agreement and acknowledges that the leased Premises are in satisfactory condition and layout at the time Lessee entered into occupancy. Lessee acknowledges that Lessee is not relying on any representation of Lessor regarding the condition of the Premises except as specifically provided in this Lease Agreement.
8. **SUBLETTING, ASSIGNING AND USE:** Lessee shall not sublease the Premises without the express prior written consent of Lessor, which consent shall be at the sole discretion of the Lessor.
9. **CONDITION OF PREMISES:** Lessee hereby agrees that Lessee is leasing the Premises in its as-is condition and that no alterations or improvements are required or permitted for occupancy by Lessee. Lessee further agrees to maintain the Premises in good and reasonable condition and to return the Premises to Lessor in substantially the same condition upon the termination of this Lease Agreement, reasonable wear and tear accepted.

RESERVATIONS BY LESSOR: Lessor, its agents or assigns, shall have the right to enter the leased Premises at any reasonable hour to conduct its business or inspect the

Premises to insure the proper and complete compliance by Lessee to the terms and conditions of this Lease Agreement. Lessor shall have the right to enter the Premises to inspect the Premises and to make repairs, alterations, or modifications as required.

10. **INDEMNITY:**

- a. Lessee shall indemnify Lessor and save it harmless from and against any and all suits, actions, damages, claims, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the leased Premises, or the occupancy or use by Lessee of the leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, or their agents, contractors, employees, servants, invitees, guests, licensees, or concessionaires.
- b. Lessor shall not be responsible or liable at any time for any loss or damage to the personal property or business of Lessee, including any loss or damage to either the person or property of Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining space. Lessee shall use and enjoy the leased Premises at their own risk, and hereby release Lessor, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage.

11. **MAINTENANCE, EXPENSES AND UTILITIES:** Generally, Lessor shall be responsible for the maintenance of all core and shell elements of the Premises, which include the base structure, including foundation, beams, columns, floor slabs, and roof structure; building envelope, including exterior walls, exterior windows and glazing, and roof; any common areas, including entrance vestibule, fire egress stairways and corridors, mechanical rooms, electrical switchgear, communication equipment rooms, and any public toilets; electrical and mechanical systems, including electrical, plumbing, and telecommunications; combination fire standpipe/sprinkler system and central fire alarm system.

Lessee agrees that Lessee will not perform any maintenance of the following without first obtaining the prior written approval of Lessor, which consent shall be at the sole discretion of Lessor: maintenance of interior partitioning and doors; internal surface finishes (including interior wall cladding, paint, ceilings, and flooring); installation of any window treatments, furnishings, and equipment; and the maintenance of hot water heaters, the central air, and HVAC system.

Lessee shall have the duty of performing normal repair or replacement of lightbulbs, HVAC filters, items damaged during Lessee's occupancy of the Premises, and other wear and tear items common to the occupancy of the lease Premises by the Lessee. Lessor shall be responsible for snow removal along the sidewalks surrounding the building and in the parking lot of the Premises. Lessor shall be responsible for grounds maintenance of the Premises, including tree and shrub maintenance, lawn mowing,

pest control, weeding, and concrete/asphalt maintenance and repair. Lessee agrees to maintain the Premises in a neat and clean condition and shall not permit the accumulation of trash or other debris thereupon.

Utility bills will remain in the name of Lessor, and payment for such utilities is included in the monthly rent as indicated in Section 4 above.

12. **EVENTS OF DEFAULT - REMEDIES OF LESSOR:** Upon the occurrence of any of the following events, Lessor shall have the remedies set forth below:

- a. Lessee fails to perform any term, condition, or covenant to be performed by Lessee pursuant to this Lease Agreement within ten (10) days after written notice of such default.
- b. Lessee shall become bankrupt or insolvent or file any debtor proceedings.

13. **REMEDIES:** Upon the occurrence of the event(s) set forth above, Lessor shall have the option to take any or all of the following actions, without further notice or demand of any kind to Lessee or any other person:

- a. Immediately reenter and remove all persons and property from the leased Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Lessee.
- b. Collect by suit or otherwise any sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Lessee required to be kept or performed.
- c. Terminate this Lease Agreement by written notice to Lessee. In the event of such termination, Lessee agrees to immediately surrender possession of the leased Premises.
- d. Elect to pursue any remedy allowed by law.

14. **ATTORNEY'S FEES:** In the event of default, the defaulting party agrees to pay to the non-defaulting party all costs of enforcement hereof, including reasonable attorneys' fees and court costs, whether incurred prior to and/or after court actions.

15. **NOTICES:** All notices required herein shall be given to the respective parties hereto in writing, mailed postage prepaid, by certified mail to:

LESSEE:

Ogden City Corporation
Ogden Fire Department
2186 Lincoln Avenue
Ogden, Utah 84401

LESSOR:

Washington Terrace City
Washington Terrace Fire Department
4601 South 300 West
Washington Terrace, Utah 84405

Notice may also be given by personal service.

16. **MODIFICATIONS TO PREMISES:** Lessee agrees that Lessee will be not permitted to make any modifications to the Premises without first obtaining the prior written approval of Lessor, which consent shall be at the sole discretion of Lessor.

17. **HEIRS AND ASSIGNS:** Each and all of the terms and conditions contained herein shall be binding upon the parties hereto and shall extend to, bind and inure to the benefit of their respective heirs, assigns, successors and personal representatives.

18. **SIGNS AND ADVERTISING:** Lessee may place or suffer to be placed or maintained on any exterior door, wall, or window of the leased Premises, or elsewhere in or on the property, any sign, awning, marquee, decoration, lettering, attachment, or canopy, or advertising matter of any kind—as long as such advertising is in good condition and repair at all times and conforms with all relative Ogden City ordinances.

19. **OUTSIDE STORAGE:** Lessee is entitled to a reasonable amount of outside storage associated with Lessee’s use of the Premises.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement at Ogden, Weber County, Utah, the day and year first above written.

LESSEE:

Ogden City Corporation

Michael P. Caldwell, Mayor

ATTEST:

City Recorder

LESSOR:

Washington Terrace City

Mark C. Allen, Mayor

ATTEST:

City Recorder

EXHIBIT A

Premises

Washington Terrace Fire Station #51: Building, Grounds and Associated Easements



**City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, July 17, 2018
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 JUNE 19, 2018

4. NEW BUSINESS

**4.1 DISCUSSION/ACTION: DIRECTION CONCERNING THE PROPOSED
5350 ROAD RECONSTRUCTION**

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

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City of Washington Terrace

Minutes of a Redevelopment Meeting
Held on June 19, 2018
Immediately following the Regular City Council Meeting
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of

CHAIR, BOARD, AND STAFF MEMBERS PRESENT

Chair Allen
Board Member Monsen -excused
Board Member Brown
Board Member Weir
Vice- Chair Barker
Board Member West
Public Works Director Steve Harris
Chief Building Official Jeff Monroe
City Manager Tom Hanson
Secretary Amy Rodriguez

Others Present

Charles and Reba Allen

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM MAY 15, 2018

Items 3.1 and 3.2 were approved by general consent.

4. NEW BUSINESS

**4.1 MOTION/RESOLUTION 18-06: APPROVING THE FINAL FISCAL YEAR
2019 BUDGET, AND FISCAL YEAR 2020-2023 BUDGET PLAN**

Motion by Board Member West

Seconded by Board Member Barker

To approve Resolution 18-06 approving the

Fiscal year 2019 budget and fiscal year 2020-2023 budget plan

Approved unanimously (4-0)

Roll Call Vote

5. COMMENTS CONSIDERED

City Council Staff Report

Author: Tom Hanson
Subject: RDA 5350 Road Reconstruct
Date: July 17, 2018
Type of Item: Discussion/Direction



Summary: As a result of increased traffic, heavy use of bus traffic and other factors, the condition of 5250S from Adams Avenue to Ridgeline Dr has deteriorated significantly and needs to be removed and replaced with a new road to include improved sub base. Staff has review options for the reconstruction of this road and determined that the reconstruction is a critical need and should be addressed this summer.

In regards to funding: Staff has reviewed the project with the owners of the medical building and agree that the improvements on the road will enhance the marketability of the new building and the improved roadway will support un interrupted traffic after the building is constructed. Staff is recommending that we use RDA funds to pay for the reconstruction if this road in an effort to ultimately improve the value of the medical building.

Description:

- A. **Topic:** RDA funding of 5250S between Adams Ave. and Ridgeline Dr.
- B. **Background:** 5350S is in critical need of significant infrastructure improvements. The road base infrastructure has deteriorated to a point of general failure and as a result the surface has deteriorated to the point that it will not functionally last another winter. Upon further evaluation, it is recognized that the improvement of this road will directly and indirectly benefit the planned reconstruction of the Medial Plaza. The Medical Plaza will be privately owned, pay full property taxes and will increase the valuation of the building, resulting in an increase in taxable property value and increased tax revenue.
- C. **Analysis:** Following discussions with RDA professionals and based on my personal evaluation of the road project and the benefit of this project to the South East RDA; it has been determined that the project would improve the curb appeal of the Medical Building, accessibility, and confidence of the infrastructure of the area resulting and an improved marketability of the office space. This improved marketability increases the viability of the building and this increases the tenant lease consistency. All of which improves the valuation of the building and the valuation of the taxable value. These increased values relate directly to the RDA mission of increasing taxable value thus increasing revenues from property tax.

Department Review: Alternatives:

- A. Approve the Request:** Allow for the use of RDA funds to pay for road reconstruction
- B. Deny the Request:** Use general fund moneys to pay for the reconstruction project.
- C. Continue the Item:** Delays going out for bid for the project.

47 There were no comments considered.

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

50 Chair Allen adjourned the meeting back into the regular meeting at 6:10 p.m.

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55 _____
Date Approved

_____ **City Recorder**

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