Regular City Council Meeting

Tuesday, September 1, 2020
City Hall Council Chambers
5249 South 400 East, Washington Terrace City
801-393-8681
www.washingtonterracecity.com

*** Note:** The Centers for Disease Control and Utah Department of Health have declared a national and state pandemic for COVID-19 where social distancing and other requirements are in place to prevent the spread of this infectious disease. Members of the Public may view the meeting via the City's Facebook page at: Washingtonterracecity.com. Comments on appropriate agenda items may be emailed to: amy@washingtonterracecity.org, or typed into the Facebook live stream at the citizen's comments agenda item.

1. WORK SESSION: 5:00 P.M.

Topics to include; but are not limited to: Business License Fee Study

- Council will review and consider the 2020 Business License Fee Study presented by Zions Public Finance

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2. ROLL CALL 6:00 P.M.

3. PLEDGE OF ALLEGIANCE

4. WELCOME

5. CONSENT ITEMS

5.1 APPROVAL OF AGENDA

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

5.2 APPROVAL OF AUGUST 18, 2020 MEETING MINUTES

6. CITIZEN COMMENTS

This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.

7. 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.

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

8. RECURRING BUSINESS

This agenda item consists of items that have previously been discussed in past Council meetings and brought back for further discussion or action.

8.1 DISCUSSION/ACTION: REVIEW OF VARIOUS PARKING REGULATIONS SET FORTH IN CHAPTER 10.12 OF THE MUNICIPAL CODE

Discussion and direction on ordinance 18-02 regarding parking regulations, including, but not limited to tow truck parking within residential zones, and parking set back requirements.

9. NEW BUSINESS

This agenda item consists of new items brought to Council for discussion or action.

9.1 MOTION/RESOLUTION 20-14: RESOLUTION ENTERING INTO AN INTERLOCAL AGREEMENT WITH WEBER HUMAN SERVICES TO PROVIDE SENIOR SERVICES

Interlocal agreement with Weber Human Services to provide senior services, including health, social, nutritional, education and transportation programs and activities for individuals at the Washington Terrace Civic/Senior Center.

9.2 MOTION/ORDINANCE 20-05 : AN ORDINANCE AMENDING SECTION 4.20.020 RELATING TO DEFINITION OF SIGNIFICANT PARCEL OF REAL PROPERTY

Amending the definition of what constitutes a "significant parcel of real property"

9.3 DISCUSSION: DISPOSAL OF SURPLUS REAL PROPERTY

The discussion will address the process for transferring ownership of real property to the RDA and the Disposal of real property located at 5580 South Adams Avenue.

9.4 DISCUSSION/MOTION: APPROVAL OF THE SIDEWALK IMPROVEMENT COST-SHARE POLICY

The discussion will address the Sidewalk Improvement Cost-share policy and funding source.

10. COUNCIL COMMUNICATION WITH STAFF

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

11. ADMINISTRATION REPORTS

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

12. UPCOMING EVENTS

September 7th: City Offices closed for Labor Day
September 15th City Council Meeting 6:00 p.m.
September 17th: Red Cross Donation Bloodmobile 2:00-7:00 p.m. (registration needed)
September 24th: Planning Commission Meeting 6:00 p.m.

13. ADJOURN THE MEETING: MAYOR ALLEN

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City Council
Staff Report

Author: **Shari' Garrett**
Subject: **BUSINESS LICENSE FEE STUDY**
Date: **September 1, 2020**
Type of Item: **WORK SESSION - DISCUSSION**

FINANCE DEPT.

Summary Recommendations: That the Mayor and City Council discuss and consider the July 2020 Business License Fee Study presented by Zions Public Finance.

Description:

A. Topic: Discussion of Business License Fee Study

B. **Background:**

In June 2020, the July 2020 Business License Fee Study was presented by Zions Public Finance.

"This study calculates the maximum business license fees allowable in the City under current State law. The City Council may choose a fee lower than the maximum fee. If less than the maximum allowable fees are charged, the difference between the fee and the cost to the City must be covered through other revenue sources."

The study outlines several factors to consider when establishing business license fees (page 1). These factors should be discussed and considered.

C. Analysis:

- **Percentage change to current fees**

  Increases and decreases to the current fees are being largely driven by *disproportionate calls for service (Fire/EMS/Police) and reclassification*

  Greatest ***increases*** (> 100%) to the maximum fee for renewal occurred in the following classifications.
  - Car Wash (reclassified)
  - Convenient Stores
  - Dialysis (reclassified)
  - Entertainment
  - Family Services – Commercial (reclassified)
  - Group Homes
  - Long-Term Care
  - Prof/Business Services

  Decreases to the maximum fee for renewal occurred in the following classifications.
  Contracted Services
  - General Services
  - Storage Units
  - Rentals

- **Dollar amount of change in fees**
  Highlighted differences would be the same as above (Percentage change to current fees)

- **Comparative/competitive fees in neighboring cities**
  Comparing fees to neighboring cities proved to be difficult.
  - Each city's approach to calculating the fees differed (# employees, sq. ft., flat fee, per room, etc.);
  - Differences on how businesses are classified;
  - Unknown if comparative fees are based from current data (outdated information);
  - Differences in business licensing objectives;

- **Recognition of other revenues generated by some business types (such as sales tax, real property tax, personal property tax, muni energy tax, etc.) and other economic benefits.**

- **Correlation between proposed fees and the actual cost of services (contained in the study)**
  - The maximum fee allowed for license renewals correlates with and highlights the cost of providing:
    - Administrative Services (license processing)
    - Disproportionate Services
      - To regulate the business (if necessary)
      - Calls for Service (Fire/EMS/Police)

D. Staff Recommendation: Review, discuss, and consider the information presented.

D. Department Review: Finance and City Manager

RENEWALS

Washington Terrace City Current v 2020 Max Allowable	Base Fees			Disproportionate Fees			Total Fees						
Business Class	**Current**	**2020 Max Allow**	***Change***	**Current**	****2020 Max Allow**	***Change***	**Current Fee**	****Current Max Fee for Renewal**	**2020 Max Allow Fee**	****2020 Max Allow Fee for Renewal**	***Change Fee***	***Change **Max Fee for Renewal***	***% Change Max Fee for Renwal***
Automotive	100.00	102.31	*2.31*	74.00	201.76	*127.76*	*174.00*	*174.00*	*304.07*	*304.07*	*130.07*	*130.07*	*75%*
Car Wash	100.00	102.31	*2.31*	4.00	430.38	*426.38*	*104.00*	*104.00*	*532.69*	*532.69*	*428.69*	*428.69*	*412%*
Contracted Services	100.00	102.31	*2.31*	40.00	32.74	*(7.26)*	*140.00*	*140.00*	*135.05*	*135.05*	*(4.95)*	*(4.95)*	*-4%*
Convenience Stores	100.00	102.31	*2.31*	1,113.00	4,789.64	*3,676.64*	*1,213.00*	*1,213.00*	*4,891.95*	*4,891.95*	*3,678.95*	*3,678.95*	*303%*
Dialysis	100.00	102.31	*2.31*	4.00	7,926.11	*7,922.11*	*104.00*	*104.00*	*8,028.42*	*8,028.42*	*7,924.42*	*7,924.42*	*7620%*
Entertainment	100.00	102.31	*2.31*	201.00	949.27	*748.27*	*301.00*	*301.00*	*1,051.58*	*1,051.58*	*750.58*	*750.58*	*249%*
Family Services - Commercial	175.00	102.31	*(72.69)*	32.00	359.49	*327.49*	*207.00*	*207.00*	*461.80*	*461.80*	*254.80*	*254.80*	*123%*
Family Services - Residential	175.00	102.31	*(72.69)*	32.00	136.08	*104.08*	*207.00*	*207.00*	*238.39*	*238.39*	*31.39*	*31.39*	*15%*
General Services	100.00	102.31	*2.31*	64.00	30.01	*(33.99)*	*164.00*	*164.00*	*132.32*	*132.32*	*(31.68)*	*(31.68)*	*-19%*
Group Homes	100.00	102.31	*2.31*	275.00	930.47	*655.47*	*375.00*	*375.00*	*1,032.78*	*1,032.78*	*657.78*	*657.78*	*175%*
**Hospital	175.00	102.31	*(72.69)*	11/room	126.29 + 13.73/room	*126.29 + 2.43/room*	*175 + 11/room*	*2,727.00*	*228.60 + 13.73/room*	*3,114.00*	*53.60 + 2.73/room*	*387.00*	*14%*
**Long-Term Care	175.00	102.31	*(72.69)*	118/room	60.81 + 733.15/room	*60.81 + 615/room*	*175 + 118/room*	*5,721-9,379*	*163.12 + 733.15/room*	*34,621-57,349*	*(11.88) + 615.15/room*	*28,900 - 47,970*	*505% - 511%*
Personal Services	100.00	102.31	*2.31*	4.00	86.99	*82.99*	*104.00*	*104.00*	*189.30*	*189.30*	*85.30*	*85.30*	*82%*
Professional/Business Services	100.00	102.31	*2.31*	4.00	158.45	*154.45*	*104.00*	*104.00*	*260.76*	*260.76*	*156.76*	*156.76*	*151%*
Sales	100.00	102.31	*2.31*	8.00	32.74	*24.74*	*108.00*	*108.00*	*135.05*	*135.05*	*27.05*	*27.05*	*25%*
Storage Units	100.00	102.31	*2.31*	64.00	16.37	*(47.63)*	*164.00*	*164.00*	*118.68*	*118.68*	*(45.32)*	*(45.32)*	*-28%*
Toll	100.00	102.31	*2.31*	8.00	94.33	*86.33*	*108.00*	*108.00*	*196.64*	*196.64*	*88.64*	*88.64*	*82%*
***Rentals												-	
* Overall	100.00	102.31	*2.31*	111/unit	51.58/unit	*(59.42)*	*100 + 111/unit*	*211.00*	102.31 + 51.58/unit	153.89	*24.47 + (59.42)/unit*	*(57.11)*	*-27%*
1-2 Unit	100.00	102.31	*2.31*	111/unit	69.47/unit	*(41.53)*	*100 + 111/unit*	*211 - 322*	102.31 + 69.47/unit	171.78 - 241.24	*24.47 + (41.53)/unit*	*(39.22) - (80.76)*	*(19) - (25)%*
3-4 Unit	100.00	102.31	*2.31*	111/unit	13.14/unit	*(97.86)*	*100 + 111/unit*	*433 - 544*	102.31 + 13.14/unit	141.73 - 154.87	*24.47 + (97.86)/unit*	*(291.27) - (389.13)*	*(67) -(72)%*
5-9 Unit	100.00	102.31	*2.31*	111/unit	21.17/unit	*(89.83)*	*100 + 111/unit*	*655 - 1,099*	102.31 + 21.17/unit	208.16 - 292.84	*24.47 + (89.83(/unit*	*(446.84) - (806.16)*	*(68) - (73)%*
10-19 Unit	100.00	102.31	*2.31*	111/unit	46.75/unit	*(64.25)*	*100 + 111/unit*	*1,210 - 2,209*	102.31 + 46.74/unit	569.80 - 990.54	*24.47 + (64.25)/unit*	*(620.20) - (1,218.46)*	*(53) - (55)%*
20-49 Unit	100.00	102.31	*2.31*	111/unit	9.86/unit	*(101.14)*	*100 + 111/unit*	*2,220 - 5,439*	102.31+ 9.86/unit	299.44 - 585.28	*24.47 + (101.14)/unit*	*(1,920.56) - (4,853.72)*	*(87) - (89)%*
50-98 Unit	100.00	102.31	*2.31*	111/unit	115.8/unit	*4.80*	*100 + 111/unit*	*5,650 - 10,978*	102.31 + 115.80/unit	5,892.19 - 11,450.47	*24.47 + 4.80/unit*	*242.19 - 472.47*	*4 - 4%*
99+ Unit	100.00	102.31	*2.31*	111/unit	22.17/unit	*(88.83)*	*100 + 111/unit*	*11,089 +*	102.31 + 22.17/unit	2,296.84+	*24.47 + (88.83)/unit*	*(8,792.16)*	*-79%*

* City's option to charge all rental properties the same fee regardless of size. Uses the average disproportionate service fee for all rental complexes

** Maximum fee for the class will vary depending on the number of units.

*** Rentals participating in the City's Good Landlord Program receive a current discounted disproportionate fee of $10/unit

Cities with Facility Locations	Terrace (Current)	Washington Terrace (Proposed)	American For	Cedar City	Draper	Farmingtor	Hurricane	Lehi
Legacy House	$9,379	$57,349	$40	$1,083	$635	$300	$50	$80
Stonehenge	$5,839	$35,354	$40	$1,694	$964	$200	$50	$80
Mount Ogden Health & Rehab	$5,721	$34,621	$40	$1,122	$656	$300	$50	$80
The Terrace at Mt. Ogden	$7,255	$44,152	$40	$953	$565	$200	$50	$80

**Locations highlighted in yellow represent locations of same company locations.

***Calculations were estimated based upon the data of WTC facilities and if they were located in those cities.

Base Fee	$100	$102	$40	$43	$75		$50	$80
Employee Fee				$13	$7			
# of Rooms	$118	$733						
# of Beds								
Square Feet Fee						$200-300		
Disproportionate Fee		$61						
Inspection Fee								
Notes	base fee of $100 for all businesses, $118 per room	base fee of $102.31 for all businesses, $733.15 per room, $60.81 disproportionate regulatory fee	base fee of $40 for all businesses	$13 per employee & base fee $43	base fee $75 plus $7 per employee	tiered schedule per sq ft of building, 10,000-40,000 sq ft - $200, over 40,000 sq ft - $300	base fee of $50 for all businesses	base fee of $80 for all businesses

Neighboring Communities	Washington Terrace (Current)	Washington Terrace (Proposed)	South Ogden	Riverdale	Roy	Ogden	North Ogder	Farr West
Legacy House	$9,379	$57,349	$3,525	$642	$239	$643	$100	$300

Stonehenge	$5,839	$35,354	$3,525	$416	$163	$972	$100	$200
Mount Ogden Health & Rehab	$5,721	$34,621	$3,525	$599	$188	$664	$100	$200
The Terrace at Mt. Ogden	$7,255	$44,152	$3,525	$503	$201	$573	$100	$200

**Locations highlighted in yellow represent locations of same company locations.

***Calculations were estimated based upon the data of WTC facilities and if they were located in those cities.

Base Fee	$100	$102	$3,525	$75	$75	$83	$100	
Employee Fee					$1	$7		
# of Rooms	$118	$733						
# of Beds								
Square Feet Fee				$55				$200 - $300
Disproportionate Fee		$61						
Inspection Fee								
Notes	base fee of $100 for all businesses, $118 per room	base fee of $102.31 for all businesses, $733.15 per room, $60.81 disproportionate regulatory fee	base fee of $3,525 for all Assisted Living/Transitional Rehab	$75 base fee for all businesses, sq ft fee of $55 per 5,000 sq ft	$75 base fee for all businesses, $1.05 per bed	$83 base fee, $7 per employee	$100 base fee for all businesses	tiered schedule per sq ft of building, 10,000-50,000 sq ft - $200, over 50,000 sq ft - $300

Ogden	Orem	Price	Provo	Richfield	Roy	Salt Lake City	Spanish Fork	Springville	South Jordan	St. George
$643	$4,263	$600	$675	$125	$239	$2,158	$60	$80	$105	$850
$972	$2,607	$500	$800	$125	$163	$3,239	$60	$80	$105	$1,320
$664	$3,159	$500	$675	$125	$188	$2,227	$60	$80	$105	$880
$573	$3,435	$500	$550	$125	$201	$1,928	$60	$80	$105	$750

$83	$85	$100		$50	$75	$157	$60	$80	$105	$50
$7			$550 - $800		$1	$23	$0	$0	$0	$10
	$23									
		$300-$400								
	$485	$100		$75		$161				
	$105									
$83 base fee, $7 per employee	$23 per bed, $85 base fee, $105 inspection fee, $485 disproportionate fee	$100 base fee, $100 disproportionate fee, $300 - $400 building size	based off of # of employees, 51-75 - $550, 76-100 - $675, 101+ - $800	base rate $50, $75 service fee	$75 base fee for all businesses, $1.05 per bed	$23 per employee, base fee $157, convelescant /retirement facility fee $161	$60 flat base fee for all businesses	base fee of $80 for all businesses	base fee of $105 for all businesses	$50 base fee plus $10 per employee

South Webe	Clinton	Syracuse	Clearfield	West Point
$70	$152	$350	$64	$120

$70	$152	$350	$64	$120
$70	$152	$350	$64	$120
$70	$152	$350	$64	$120

$50	$152		$64	$35
		$350		
				$85
$20				
$50 fee for group homes, plus annual fire inspection fee	$152 base fee for all commercial licenses	tiered schedule per sq ft of building, over 10,001 sq ft $350	$64 base fee for all businesses (renewals)	$35 base fee for all businesses, $85 disproportionate fee for Hospital/Care Center

Taylorsville	West Jordan
$3,198	$857
$1,758	$1,186
$2,238	$878
$2,478	$787

$78	$155
$0	$7
$20	
	$142
$78 base fee, plus $20 per bed	$7 employee fee, $155 base fee, inspection fee $142

	ashington Terrace (Curre	South Ogden	Riverdale	Roy	Clearfiel	Clinton	South	Syracuse	West Point	Sunset	Ogden	North Ogden	Farr West
Amusement Machine				$75 + $48 per machine							$83		
Automotive	$174	$143	Car Dealership $75 + $55 per Sq. Ft or portion thereof, Car Wash $75 + $25 per bay	$75 + $68 per 5,000 sq ft over first 5,000 sq ft					$85	$85	$301		
Apartment	$100 + $111 per unit								$85 + $15/unit				
Arcade			$75 + $25 per device	$75 + $1050 per device					$85 + $350 disproportionate cost		$105		
Auction House									$85		$83 + $105 disproportionate cost		
Bar									$85 + $300 disproportionate cost	$132			
Barber and Beauty Shop			$75 + $11 per chair	$75 + $19 per chair over 4					$85				
Big Box Retail		$3,225		$75 + $68 per 20,000 sq ft over first 20,000 sq ft									
Billboard Advertising Sign			$75 + $50 per sign	$75 + $34 per sign + $0.11 per sq ft									
Billiard or Pool Table			$75 + $ 55 per table	$75 + $47 per table									
Bowling Lane			$75 + $25 per lane	$75 + $19 per lane					$85 + $500 disproportionate cost				
Car Wash		$87	$75 + $25 per bay	$75									
Cemetary		$469											
Commercial License				$75 + $68 per 5,000 sq ft over first 5,000 sq ft	$64	$152	$50	$100 -$350 depending on sq ft				$100 New/$75 Renewal	$100 - $300 based on sq ft
Constable & Dective											$105		
Contracted Services	$140	$87					$50		$50	$55			$100
Convenience Stores	$1,213	$431		$75 + $11.50 per hose over 6 hoses or selection buttons					$85 + $250 disproportionate cost	$322			
Employment Agencies											$83		
Entertainment	$301			$75 + $47					$85 + $200 disproportionate cost		$83		
Fair, Circus & Carnival			$550 first day, $137.50 per succeeding day	$525 first day, $131 per succeeding day									
Family Services	$207	$97.50/$0 (Commercial/Home Occ.)		$40					$85	$61	$91		
Finance		$210							$85	$110	$216		
Fireworks		$90		$315 booths & stands/$263 retail establishments	$120	$300			$85	$350		$83 + $125 disproportionate fee	
Food/Restaurant		$221	$75 + $5 per seat	$75					$85 + $200 disproportionate cost				
Food Trucks			$85 if not licensed $50 if licensed with another city		$75		$50	$50				$25	
General Services	$164			$75							$83		
Golf Course			$75 + $11 per hole										
Group Homes	$375						$50						
Health Clinic		$1,650											
Home Occ.		$0	$30	$50	$64	$47	$50	$100	$50			$0 - Must submit a form	$30
Horsedrawn Carriage											$83		
Hospital	$175 + 11 per room								$85				
Interstate Commerce													$50
Large Grocery		$2,947							$85 + $350 disproportionate cost	$1,455			
Manufacturing									$35 per 1,000 sq ft	$61			$100 - $200 based on sq ft
Mobile Home Park			$75 + $7.50 per Rental Space						$85		$83 + $58 per pad or space		
Motel, Hotel, or other Rental Unit			$75 + $5 per unit	$75 + $9.5 per unit over 10 units					$85 + $400 disproportionate cost	$139	$83 + $105 disproportionate cost		
Movie Theater or Drive-in			$75 + $110 per screen										
Nursing Home	$175 + $118 per room	$3,225	$75	$75 + $1.05 per bed + $50 inspection									
Pawn Shop		$413	$300		$64			$450	$85 + $900 disproportionate cost	$263	$546 + $105 disproportionate cost		
Personal Services	$104	$87							$85				

Private Club		$221								$197			
Private School		$116											
Professional/Business Service	$104	$87						$100	$85	$89			$50
Public Dance Hall				$75 + $250									
Refuse Hauler											$83		
Residential Rental		$125 + $40 unit w/o GLL, with GLL $10-1 unit, $50 + $10 unit - 2 units, $75 + $10 unit - 3 units, $100 + $10 unit - 4 + units	$17 per unit for 3+ units		$64	$207 + $34 disproportionate cost	$50			$30 + $192/unit-standard rental, $25/unit w/better landlord, $5/unit commercial	$156 - 1 unit, $70 per unit - 2 units, $82 per unit above 3 units	$100 New/$75 Renewal	
Restaurant w/o alcoholic lic									$85 + $200 disproportionate cost	$78	$83 + $225 disproportionate cost		
Retail Sales		$98							$50 per 1,000 sq ft	$78	$245		
Sales	$108												
Service Station			$75 + $25 per hose										
Short term loans											$216		
Sidewalk & Street Vendors											$83 + $105 disproportionate cost		
Smoke Shop		$281											
Solicitor Door-to-door Sales	$108	$19	$50	$50 per vendor	$215	$50	$50	$100	$50	$55		$100	
Storage Units	$164	$87	$75 + $2.50 per unit						$85	$84			
Storage Space - Open			$75 + $3.50 per 1,000 Sq. Ft.						$85	$84			
Taxicab											$83 per vehicle		
Temporary/Seasonal		$19	$550 + $137.50 per day	$75 + $100 clean up deposit	120	76	65		$85 + $250 disproportionate cost	$50 + $1 a day	$21	$83 + $100 disproportionate fee	$100 + $50 refundable deposit

City of Washington Terrace

Minutes of a Regular City Council meeting
Held on August 18, 2020
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

*** Note:** The Centers for Disease Control and Utah Department of Health have declared a national and state pandemic for COVID-19 where social distancing and other requirements are in place to prevent the spread of this infectious disease. Members of the Public may view the meeting via the City's Facebook page at: Washingtonterracecity.com. Comments on appropriate agenda items may be emailed to: amy@washingtonterracecity.org, or typed into the Facebook live stream at the citizen's comments agenda item.

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT THE WORK SESSION

Mayor Mark C. Allen
Council Member F. Carey Seal
Council Member Blair Brown
Council Member Larry Weir
Council Member Scott Barker
Council Member Jeff West
Chief Building Official/General Planner Tyler Seaman
City Manager Tom Hanson

1. WORK SESSION:COUNCIL FIELD TRIP TO TOUR THE CITY TO EVALUATE ISSUES ASSOCIATED WITH PARKING REGULATIONS 5:00 PM

Council met at City Hall and then toured the City while discussing parking conditions and current regulations.

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

Mayor Mark C. Allen
Council Member F. Carey Seal
Council Member Blair Brown
Council Member Larry Weir
Council Member Scott Barker
Council Member Jeff West
Chief Building Official/General Planner Tyler Seaman
Public Works Director Jake Meibos
Fire Chief Clay Peterson
City Recorder Amy Rodriguez
City Manager Tom Hanson

2. ROLL CALL 6:00 P.M.

3. PLEDGE OF ALLEGIANCE

4. WELCOME

5. CONSENT ITEMS

5.1 APPROVAL OF AGENDA
5.2 APPROVAL OF AUGUST 4, 2020 MEETING MINUTES

Items 5.1 and 5.2 were approved by general consent.

6. CITIZEN COMMENTS

Resident Mic Llowe asked Council if they could mention the top three items of concern on the field trip tour around the City and how are the parking regulations going to be enforced if you there is no manpower to do so.
He also asked if the City has an avenue to address issues anonymously.

7. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS

Hanson stated that we do struggle with manpower. He noted that Seaman wears many hats, including code enforcement, building inspections, and planning. He stated that code enforcement issues are prioritized for life and safety, property value issues, and on a complaint basis. Hanson stated that not everything can be addressed, but we are trying to prioritize.

Seaman stated that the point of the parking field trip was reviewing safety issues concerning sidewalks and on-street parking. He stated that the main focus was vehicles that stick out enough that force people off of the sidewalk and onto the road. He stated that the discussion was based on what needs to be addressed and changed, focusing on safety.
Seaman stated that he tries to keep all complaints anonymous, as to not cause friction between neighbors. He stated that the City is working on a submittal form on the website that would be anonymous. Currently, a resident may call Seaman in his office.

Council Member Brown stated that Council wanted to understand the issues of all the residents so that they could see who is affected and what needs to be done to be fair to all the residents in the City. He stated that the visual tour worked out very well. Mayor Allen agreed that the top priority is to get all cars off the sidewalks, as well as getting cars off of the street. Hanson stated that he reached out to Lt. Butler on after-hours enforcement on safety issues. Mayor Allen stated that we are taking this very seriously and trying to clean up the ordinances to make them more enforceable. Council Member West stated that there are challenges throughout the City, and the driving objective is safety as the ordinance is reviewed.

8. RECURRING BUSINESS

8.1 DISCUSSION/MOTION: APPROVAL OF THE REQUEST FOR PROPOSAL (RFP) FOR THE LOT SALE OF CITY PROPERTY LOCATED AT 5580 SOUTH

ADAMS AVENUE PARKWAY

Hanson stated that the City owns the property directly south of the library. He stated that he would like to move forward to a selection process with a declaration of surplus property. He stated that the RDA Board would be able to choose the developer in which they would like to work with. He stated that the City would like to have the best options for the sale of the property. To this end, he would recommend that Council do not approve the Request for Proposal option.

Hanson stated that the declaration of surplus property would turn the property over to the Redevelopment Agency. Hanson reviewed the goals of the RDA.

Hanson stated that the RDA would be able to have a partnership with a developer to help accomplish our RDA goals.

Council Member Barker agreed that this item go through the RDA.

Motion by Council Member Barker
Seconded by Council Member West
To not move forward with the Request for Proposal Process
And allow it to come back for discussion through the
Redevelopment Agency as surplus property
Approved unanimously (5-0)

9. NEW BUSINESS

9.1 MOTION: AWARD CONTRACT(S) FOR THE 2020 CDBG "COMPLETION OF TANK #1 UPGRADES AND WATER LINE" PROJECT

Meibos stated that this project will complete the three year project upgrading and improving water tank #1. He stated that we received three bids for the pipe installation (schedule A) and one for the painting and equipment (schedule B).

Meibos stated that the low bidder was Leon Poulsen Construction. He stated that the two lowest bids were very close. He stated that the bids came in lower than the engineer estimates.

Meibos stated that the painting bid came in higher than the estimates, but noted that the painting of the tank has been a difficult project to bid. He stated that he is comfortable with the pricing of the bid.

Mayor Allen stated that we have been fortunate to receive the CDBG grants for projects that need to be done.

Meibos stated that half of the project needs to be completed by the end of the year so that we can apply for a grant in 2021. He stated that we will move forward with the schedules soon.

Motion by Council Member West
Seconded by Council Member Seal
To approve the Completion of the Tank one Upgrades Project
And award the contract to
Leon Poulsen Construction
Approved unanimously (5-0)

Motion by Council Member Barker

Seconded by Council Member Brown
To award the 2020 CDBG Contract to
Viking Painting subject to state approval for the contractor
Approved unanimously (5-0)

9.2 MOTION/RESOLUTION 20-12: INTERCOUNTY AUTOMATIC AID FIRE AGREEMENT

Chief Peterson stated that the apparatus and personnel listed in the interlocal does not affect Washington Terrace at this time, however, it may affect us on the back end if the apparatus is not available**.**

Motion by Council Member Weir
Seconded by Council Member Barker
To approve Resolution 20-12 to enter into
The Intercounty Automatic Aid
Fire Agreement
Approved unanimously (5-0)
Roll Call Vote

9.3 MOTION/ORDINANCE 20-04: AMENDMENT TO CHAPTER 17.10 RELATING TO IN-FILL RESIDENTIAL DEVELOPMENT

Seaman stated that the amendment to the In-fIll ordinance requests an additional parcel to be added to the in-fill map. He stated that the applicant has requested to have a twin home built on the location. He stated that it has been approved and recommended by the Planning Commission. Seaman stated that there is about 94 feet in back from the fence line that borders the school. He stated that there will be double driveways and will be 30 feet from the sidewalk.

Motion by Council Member West
Seconded by Council Member Barker
To approve Ordinance 20-04 amending
Chapter 17.10
The In-fill Residential Development ordinance
Approved unanimously (5-0)
Roll Call Vote

10. <u>COUNCIL COMMUNICATION WITH STAFF</u>

Council Member Seal stated that the green signs in Rohmer Park are very bright and very big.

Council Member Brown asked if the sign ordinance has been approved concerning real estates. Seaman stated that it has been added to the ordinance, stating the size has been reduced for allowed signs. He stated that open house signs cannot be more than 4 square feet. He stated that on-premise signs is 8 square feet.
Hanson stated that the Fieldcrest Development has been completed.
Council Member Brown stated that the new in-fill housing are beyond belief and great quality.

Mayor Allen stated that there are still some blue ribbons on 5000 South and asked that someone take them down. Hanson stated that they will be taken down.

11. ADMINISTRATION REPORTS

Hanson displayed the signs at Rohmer Park concerning the leash up and clean up campaigns. Hanson stated that this will be the focus of the "What's Right In Washington Terrace" article for the newsletters.

Hanson stated that the Weber County Opioid Campaign is going well at Rohmer Park. This is sponsored by the Communities that Care.

12. UPCOMING EVENTS

August 27th: Planning Commission Meeting 6:00 p.m.
September 1st: City Council Meeting 6:00p.m.
September 7th: City Offices closed for Labor Day
September 15th City Council Meeting 6:00 p.m.
September 17th: Red Cross Donation Bloodmobile 2:00-7:00 p.m. (registration needed)
September 24th: Planning Commission Meeting 6:00 p.m.

13. ADJOURN THE MEETING: MAYOR ALLEN

Motion by Council Member Brown
Seconded by Council Member Weir
To adjourn the meeting
Approved unanimously (5-0)
Time 6:57 p.m.

14. ADJOURN INTO RDA MEETING (THE RDA MEETING WILL BEGIN IMMEDIATELY FOLLOWING THE REGULAR MEETING)

_____ _____

Date Approved **City Recorder**

City Council
Staff Report

Author: **Tom Hanson**
Subject: **Weber Human Services Agreement**
Date: **September 1, 2020**
Type of Item: **Action**

THE CITY OF Washington Terrace
ADMINISTRATION

Summary:

INTERLOCAL COOPERATION AGREEMENT BETWEEN WEBER HUMAN SERVICES AND THE CITY OF WASHINGTON TERRACE FOR SERVICES AT THE WASHINGTON TERRACE SENIOR CENTER

Every five years we renew our agreement with Weber Human Services for the use of the Community Center. The agreement outlines the general use of the building, the hours of operation, staffing and other details pertaining to the use of the building. In short, we will continue our agreement for an additional 5 years if the Mayor and Council agree to do so.

Description:

A. **Topic:** Interlocal agreement between Weber Human Services for the use of the Community Center. This agreement has an activation date of July 1, 2020 to June 30, 2025.

B. **Background:** For several years Washington Terrace City and Weber Human Services have worked cooperatively to provide much needed support to the senior citizens in our area. The Washington Terrace City location has a strong history of providing meaningful activities and basic necessity services to the seniors who participate in the programing provided. The programing at this location include a wide verity of activities such as quilting, ceramics, painting, dancing, tax preparation and assistance, and of course a lunch program. The community center is an ideal location with a staff that truly cares for the well being of the participants.

C. **Analysis:** The partnership with Weber Human Services has consistently been one that we can count on to be there for the senior population in the area. Most recently the South Ogden center was closed and the majority of their seniors have now transferred to the Washington Terrace location. At first, some of the patrons were skeptical about the move but that skepticism changed significantly after meeting our seniors and the amazing staff that manage our center. Staff has received feedback that our program and facility is top notch and our programing is fantastic. The agreement is much the same as it has been in the past and will remain as essentially a building lease with some say in the hiring process of the Director. An important point to note is that we maintain some input on the employees they hire to support the program. The City Manager will sit in on the selection

process of any hiring of the director and has some say in the retention of the employee going forward. This oversite helps protect the city and the operations in the event that an employee is brought on that is a challenge to the organization and the operations of the senior program. In all reality, the senior program is an extension of services we provide to our vulnerable, senior population.

Department Review: Alternatives:

A. **Approve the Request:** Continue operations as is for an additional 5 years.

B. Deny the Request: If the request is denied we will work with Weber Human Services to secure a new location for their operation and set in motion an appropriate eviction process.

C. Continue the Item: We can Continue the item in order to remedy any concerns that may arise form the review of this agreement. Continuing this item will not interfere with operations as we know it. The operations will stay in place as we work out any details or concerns. This in not indefinite but can be continued as needed.

CITY OF WASHINGTON TERRACE
County of Weber, State of Utah

RESOLUTION NO. 20-14

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WASHINGTON TERRACE AND WEBER HUMAN SERVICES TO PROVIDE SENIOR SERVICES

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, 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; and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving Interlocal Agreements before such Agreements may become effective; and

WHEREAS, The City owns the real estate on which there is located the Washington Terrace Senior Center; and

WHEREAS; The City and Weber Human Services desire to work together to provide services to the senior citizens of Washington Terrace City and Weber County, which services shall include health, social, nutritional, educational and transportation programs and activities for older individuals;

NOW THEREFORE, the City Council hereby resolves to enter into an Interlocal Agreement with Weber Human Services for the purposes authorized in the attached Interlocal Agreement, and the Interlocal Agreement is hereby approved. The Mayor is authorized to execute the Interlocal Agreement for and on behalf of Washington Terrace City.

APPROVED this ____ day of September 2020.

City of Washington Terrace

_____
Mark C. Allen, Mayor

ATTEST:

_____
Amy Rodriguez , City Recorder

ROLL CALL VOTE

Council Member Barker	___
Council Member Brown	___
Council Member Seal	___
Council Member Weir	___
Council Member West	

INTERLOCAL COOPERATION AGREEMENT BETWEEN
WEBER HUMAN SERVICES AND
THE CITY OF WASHINGTON TERRACE FOR
SERVICES AT THE WASHINGTON TERRACE SENIOR CENTER

This Agreement is made pursuant to the provisions of the Interlocal Cooperation Act, U.C.A. 11-13-101 et seq., between the City of Washington Terrace a municipal Corporation of the State of Utah, hereinafter called the "City", and Weber Human Services, a political subdivision of the State of Utah, hereinafter called "WHS".

WITNESSETH

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits local governmental units to make the most efficient use of their powers to provide the benefit of economy of scale, and authorizes public agencies of the State of Utah to enter into agreements one with another for the purpose of exercising on a joint and cooperative basis any powers, privileges and authority exercised or capable of being exercised by such public agencies; and

WHEREAS, the City owns the real estate on which there is located the Washington Terrace Senior Center; and

WHEREAS, WHS desires to work with City to provide services to the senior citizens of Washington Terrace City and Weber County, which services shall include health, social, nutritional, educational and transportation programs and activities for older individuals;

NOW THEREFORE, the parties agree with one another as follows:

ARTICLE ONE
TERM

1.1 This Agreement shall be for a period of sixty (60) months commencing **1 July 2020, and ending 30 June 2025**. This Agreement may be terminated at any time by either party upon six (6) months prior written notice to the other party.

ARTICLE TWO
SERVICES PROVIDED BY WHS

2.1 WHS through its Aging Programs will provide services to the senior citizens of Washington Terrace City and Weber County pursuant to the Older Americans Act, as follows:

2.1.1 Transportation - WHS shall provide transportation as mandated by the Older Americans Act through "The Ride". This service will be for the purpose of transporting senior citizens for medical, shopping and senior center activities subject to funding limitations.

2.1.2 Reports - WHS shall provide for the reporting of statistical information pursuant to federal and state reporting guidelines for services provided to senior citizens in Weber/Morgan area subject to funding limitations.

2.1.3 Health Related Services - WHS shall provide disease prevention and health promotion services which may include Health Risk Assessments, Health Screening, Nutrition Counseling and Education, Health Promotion Programs, Physical Fitness Programs, Home Injury Control Programs, Mental Health Screening and Education Programs, Preventive Health Programs, Social Services and Follow-up Health Services subject to funding limitations.

2.1.4 Outreach Information - WHS shall provide outreach information and assistance linking senior citizens with community support resources pursuant to the requirements of the Older Americans Act subject to funding limitations.

2.1.5 Nutritional Services - WHS shall provide at least one hot meal per day in a congregate meal setting for at least five (5) days a week excluding state and national holidays. This meal will contain at least one-third of the recommended daily allowances required by the National Nutrition Board subject to funding limitations.

2.1.6 Legal Assistance - WHS shall provide legal assistance pursuant to the requirements of the Older Americans Act subject to funding limitations.

ARTICLE THREE
SERVICES PROVIDED BY CITY

3.1 City Agrees to provide use of buildings located at 4601 South and 300 West by WHS for the purposes of services identified in Article Two during times which include, but are not limited to 8:00 a.m. to 4:00 p.m. Monday through Friday, except Federal and State holidays. City agrees to provide general, daily cleaning of buildings as well as regular maintenance and repair of normal wear-and-tear of buildings.

ARTICLE FOUR
COST AND EXPENSE ALLOCATION AGREEMENT

4.1 WHS agrees to pay for:

4.1.1 Director's salary, including benefits.
4.1.2 Nutrition program costs.
4.1.3 Cost of kitchen help, equipment and meals.
4.1.4 Costs associated with transportation programs.
4.1.5 Preventive Health Program costs.
4.1.6 Outreach information costs.
4.1.7 Office equipment, supplies and telephone expenses.
4.1.8 Social, recreation and educational programs costs

4.2 City shall pay for:

4.2.1 All costs relating to interior and exterior building maintenance and repair, including landscape maintenance, except for abnormal damages or repairs caused by WHS or participants of its programs or services. City shall also pay for and be responsible for snow removal.

4.2.2 All costs of utilities except telephone expenses which shall be paid as specified above.

4.3 All real and personal property, purchased or maintained by the respective parties as herein agreed, shall remain the sole and exclusive property of the party bearing the cost thereof, but may be used, held and disposed of by either party as necessary to fulfill the purposes of this Agreement. WHS shall provide a list of its property kept at the City's building to the City, and in absence of such list any property is deemed to belong to the City.

ARTICLE FIVE
ALLOCATION OF DONATED REVENUES

5.1 WHS shall receive all donated revenues related to programs conducted pursuant to the Older Americans Act including but not limited to those services specified in Article Two.

ARTICLE SIX
INSURANCE

6.1 The City, at its own cost and expense, will insure the building including fixtures against fire with such additional coverage as the City may elect to procure. WHS, at its own cost and expense, shall secure and maintain liability insurance at a minimum of $3,000,000 per occurrence, and which cover the City against claims that may arise from programs and services offered by WHS.

ARTICLE SEVEN
ADA COMPLIANCE

7.1 The City agrees to ensure that the Center complies with the provisions of the Americans with Disabilities Act and regulations promulgated thereunder. This Act may require a variety of changes to a facility, including potential removal of barriers to access by disabled persons and provision of auxiliary aids and services for hearing, vision or speech impaired persons.

ARTICLE EIGHT
INDEMNIFICATION

8.1 WHS agrees to hold harmless and indemnify the City for the wrongful or negligent acts of its employees, agents, volunteers and invitees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses including reasonable counsel fees and expenses of investigation, which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property or both; or from breaches of this contract by WHS.

8.2 The City agrees to hold harmless and indemnify the WHS for the wrongful or negligent acts of its employees, agents, volunteers and invitees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses including reasonable counsel fees and expenses of investigation, which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property or both;

8.3 In no event shall the indemnification obligation of either party hereunder exceed the amount set forth in Section 63G-7-604 of the Utah Governmental Immunity Act or similar provision in effect at the time judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled.

ARTICLE NINE
ADMINISTRATION

9.1 The City and WHS do not intend and do not create any separate legal entity to provide for the administration of this Agreement. This Agreement shall be administered by the governing bodies of each party and each party shall appoint one person as an administrative contact to facilitate the performance of this Agreement. The Director of WHS or their designee shall serve as administrator of this Agreement.

ARTICLE TEN
WASHINGTON TERRACE DIRECTOR OF SENIOR PROGRAMS

10.1 The Washington Terrace Director of Senior Programs shall be an employee of WHS. When the position of Director of the Senior Programs becomes vacant, a new Director shall be selected through a screening process in accordance with the Personnel Policies and Procedures adopted by WHS and with the involvement (in the interview process) and concurrence of the City of Washington Terrace's City representative(s).

10.2 The City shall bear no liability for direct payment of the salary or benefits of the Director, nor shall the City assume any liability with respect to the employment or supervision of the Director except as provided for in this Agreement.

ARTICLE ELEVEN
MISCELLANEOUS

11.1 **Amendments.** This agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all Parties in the manner provided by law.

11.2 **Authorization.** The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.

11.3 **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

11.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

11.5 **Documents on File.** Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.

11.6 **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

11.7 **Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

11.8 **Review by Authorized Attorney.** In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.

11.9 **Warranties of Participants.** Each Participant hereby represents and warrants that:

11.9.1 it is a public agency or public entity within the meaning of the Interlocal Act; and

11.9.2 it is duly authorized to execute and deliver this Interlocal Agreement; and

11.9.3 there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely effect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

Dated this_____ day of _____, 2020

CITY OF WASHINGTON TERRACE ATTEST:

_____ _____

Mayor City Recorder

REVIEWED AS TO FORM AND AS COMPATIBLE WITH THE LAWS OF THE STATE OF UTAH, AND DULY AUTHORIZED, EXECUTED, AND DELIVERED BY THE FOREGOING PARTICIPANT.

_____
City Attorney for Land Use and Planning

WEBER HUMAN SERVICES

ATTEST:

_____
WHS Board of Directors Chair

_____
Secretary

REVIEWED AS TO FORM AND AS COMPATIBLE WITH THE LAWS OF THE STATE OF UTAH, AND DULY AUTHORIZED, EXECUTED, AND DELIVERED BY THE FOREGOING PARTICIPANT.

_____
WHS Legal Counsel

City Council
Staff Report

Author: **Tyler D. Seaman**
Subject: **Significant Parcel Amendment**
Date: **September 1, 2020**
Type of Item: **Amend Ordinance**

THE CITY OF Washington Terrace
Community Development

Summary:

Aligning the disposal of significant parcel City Code with other jurisdictions to follow the State Code.

Analysis:

After review it is determined the existing definition to a "significant parcel" does not line up with the current. It is our duty per State Code §10-8-2(4), 1953 as amended, to define what a significant parcel is.

With regards to existing City code, we would be required to do a 14 day public notice/hearing if we were to dispose of any City owned property under 1 acre including easements of any kinds, a road or street, or a public right-of-way.

With the amendments to the definition of significant parcel in City Code we will be required to provide 14 day public notice/hearings to any real property over 1 acre and not exclude any easements of any kind, a road or street, or a public right-of-way.

Other City Definitions to Significant Parcel:

A. Logan City:
"Significant parcel of real property" is defined as any parcel owned by the city, one acre or larger in size or valued over one hundred thousand dollars ($100,000.00), excluding property owned by the city or the redevelopment agency that is located in a redevelopment area and which is being disposed of as part of an economic incentive that has been approved by the municipal council and/or the redevelopment agency.

B. Clearfield City:
"significant parcel" is defined as a parcel of real property having a value of seventy five thousand dollars ($75,000.00) or more.

C. Plain City:
Significant Parcel: All parcels of real property owned by the city of Plain City shall be considered significant parcels for the purpose of noticing requirements and sale procedures

D. Fillmore City:
Significant parcel: 1. Any parcel of real property having an estimated value, as determined by the City Council, of more than thirty thousand dollars ($30,000.00).

E. North Salt Lake City:
Significant Parcel: A parcel of one acre or more in size, or a parcel having a current value of more than two hundred fifty thousand dollars ($250,000.00).

Action:

Staff would recommend amending the existing ordinance to follow the State code for disposal of City owned real property.

Council can either approve the current amendments to the ordinance, revise the amendments or do nothing.

CITY OF WASHINGTON TERRACE
ORDINANCE 20-05

SIGNIFICANT PARCEL DEFINITION AMENDED

AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH, AMENDING SECTION 4.20.020 RELATING TO DEFINITION OF SIGNIFICANT PARCEL OF REAL PROPERTY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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* §10-8-2, 1953 as amended, requires the City to define what constitutes a "significant parcel of real property";

WHEREAS, the City finds it necessary to amend this definition of what constitutes a "significant parcel of real property";

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

Section 1: Repealer.
Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Amendment.
Section 4.20.020 of the *Washington Terrace Municipal Code* is hereby adopted to read as follows:

4.20.020 Definitions.
The definitions of Utah Code Annotated §11-39-101, 1953 as amended, are hereby incorporated herein by this reference. Unless the context requires otherwise, the following terms shall have the following meanings:

1. "Encumbrance" means an obligation of the City.
2. "Services" shall mean professional and other skilled services such as auditing, architecture, engineering, surveying, appraisals, legal service, or counseling, sought or obtained from sources other than regular City employees, and does not include any

contract for municipal type services, such as law enforcement, fire protection, garbage removal, snow removal, and other similar services.

3. "A significant parcel of real property" means any parcel of real property owned by the ~~municipality~~ City that is ~~not~~ over one-half (1/2) acre in size, and excludes an easement of any kind, a road or street, or a public right-of-way.
4. "Supplies" means any and all tangible articles or things which shall be furnished to or used by any city department or employee within the scope of his employment with the city.

~~The definitions of Utah Code Annotated §11-39-101, 1953 as amended, are hereby incorporated herein by this reference.~~

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 shall continue in full force and effect.

Section 4: Effective date.
This Ordinance takes effect immediately upon approval and posting.

PASSED AND ADOPTED by the City Council on this _____ day of _____, 2020.

_____
Mayor

ATTEST:

_____
City Recorder

RECORDED this _____ day of _____, 2020.
PUBLISHED OR POSTED this _____ day of _____, 2020.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with *Utah Code Annotated* §10-3-713, 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) City Hall, 2)_____, and 3)_____ on the above referenced dates.

_____
City Recorder

City Council
Staff Report

Author: **Tom Hanson**
Subject: **Disposal of Surplus Property**
Date: **September 1, 2020**
Type of Item: **Discussion**

THE CITY OF Washington Terrace
ADMINISTRATION

Summary:
The point of this discussion is to prepare the Mayor and Council to dispose of surplus real property located at 5580 South Adams Avenue. After the careful review of State and Local regulations, it has been determined that the Mayor has the authority to dispose of real property with the consent of the Council. In order to comply with State law, we will hold a public hearing during the September 15th Council Meeting and take appropriate action on the declaration and disposition of surplus property at that time.

Description:

A. **Topic:** Disposition of real property located at 5580 South Adams Ave.

B. **Background:** It is the intent of Washington Terrace City to transfer ownership of the 5580 S. Adams Ave. property to the Redevelopment Agency for the disposition of the defined property. This discussion is to inform and educate the staff, Mayor and Council of the appropriate and legal process required for the deposition of real property. The legal requirement for the disposition of real property consists of the public hearing process and the formal action by the Mayor and Council to formally declare the property as surplus and dispose of the property through a formal action.

   In this case, the disposition of the property will be a formal action of gifting the land to the Redevelopment Agency for the sale and development of the property. There will in return be a formal document committing the Agency to pay the City any proceeds from the property sale.

C. **Analysis:** The analysis for this action consisted of a review of State and Local law regarding the deposition of city owned property. This discussion is based on ordinance and statute research and follow-up consultation with legal. Staff has included a copy of State and Local code for your review.

Action: There will be no action required at this time.

Background Information:

State Law
(4)
(a) Before a municipality may dispose of a significant parcel of real property, the municipality
shall:
(i) provide reasonable notice of the proposed disposition at least 14 days before the opportunity
for public comment under Subsection (4)(a)(ii); and
(ii) allow an opportunity for public comment on the proposed disposition.
(b) Each municipality shall, by ordinance, define what constitutes:
(i) a significant parcel of real property for purposes of Subsection (4)(a); and
(ii) reasonable notice for purposes of Subsection (4)(a)(i).

4.20.035 Appropriations - Acquisition And Disposal Of Certain Property

Any municipal appropriation, acquisition, or disposal of property, as may be applicable to the requirements of Utah Code Annotated §10-8-2, 1953 as amended, shall be in accordance with that section.

1. Corporate purpose. An appropriation for corporate purposes as provided in Utah Code Annotated §10-8-2, 1953 as amended, shall comply with the requirements of the section.
2. Real Property. Every sale, lease, encumbrance, or other conveyance of real property owned by the municipality shall be made by the mayor, subject to the advice and consent of the council. For the disposal of any significant parcel of real property owned by the municipality, the municipality shall comply with the requirements of Utah Code Annotated §10-8-2(4), 1953 as amended. Before approving an action disposing of any significant parcel of real property owned by the municipality, the council shall hold a public hearing no sooner than 14 days after reasonable notice is given as provided in this section. Reasonable notice, for purposes of Utah Code Annotated §10-8-2(4)(a)(i), constitutes the publication of at least one legal notice in a newspaper of general circulation in the municipality. The legal notice shall:
    1. Indicate the mayor intends to present to the and legislative body an action to dispose of a significant parcel of real property owned by the municipality,
    2. Describes the significant parcel of real property owned by the municipality, and
    3. Indicates the date, time, and place of the public hearing, which will be held no sooner than 14 days after the publication of the legal notice.

City Council

Author: Jake Meibos
Subject: Sidewalk Trip Hazard & Cost-Share Program Update
Date: 9/1/2020
Type of Item: Discussion / Approval

Summary: Action for Sidewalk Trip Hazard & Cost–Share Program.

Description:

- **Topic:** Add a cost-share program between residents and the City for sidewalk and gutter repairs.

- **Background:** Last year the City Council approved the sidewalk trip hazard replacement program to eliminate major trip hazards to improve public safety. The Public Works Department has updated the comprehensive trip hazard audit of the sidewalk system. Several trip hazards have been eliminated. There has been 459 liner ft. of sidewalk replaced to date. Many of the trip hazards are due to tree roots lifting the sidewalk, utility trenches settling and breaking for unknown reasons. Trip hazards are defined as any vertical change in ground level of ¼" or more.

- To improve the sidewalk program Public Works recommend offering a Cost-Share Program to the residents. There are residents that are wanting replacing their driveways or make improvement to the park strip and have sidewalk issues. They would like to make the sidewalk improved at the same time. The current program and budget limits us on how much sidewalk we can replace each year. By contributing to the improvement the sidewalk funding will go further. This program would encourage residents to improve sidewalk and curb and gutter on their property outside of our annual replacement program.

  Analysis: Each Cost- Share application will be evaluated on a case by case basis and approved by the Public Works Director. A portion of the improvement could be paid for by the City but not to exceed 50 percent of the total cost of the improvements. The resident will be responsible to provide a licensed contractor, apply for the proper permit, and pay the contractor then submit a copy of the invoice to the Public Works Director for reimbursement.

  For example, if a resident has sections of sidewalk or gutter that is a trip hazard or improper drainage, they may submit a cost-share application. The application would be reviewed. The resident would be responsible to complete the project.

The sidewalk or gutter will have to meet the following conditions:

- Be on the trip hazard inventory list
- Settled sections of sidewalk or gutter
- Broken or cracked sidewalk
- Gutter causing drainage issues

Implementing this program would be a great incentive for residents to improve the sidewalks and improve the drainage with in their property. The program will also be a cost effective way for the City to eliminate trip hazards.

Recommendation: Approving the Cost-Share will provide a safe pedestrian walking path in the near future and improve storm water drainage.
By approving this approach, more trip hazards and drainage issues can be resolved. Property improvement can be made and the budget will go further.

Department Review: Public Works

A. **Approve the Request:** Add the Cost-Share option the sidewalk improvement program

B. **Deny Request:** If the request is denied other option may be discussed to improve the program.

C. **Continue the Item:** By continuing the item the City will not have an option to help the residents make improvements with in the city right of way.

Washington Terrace City Cost-Share Program
for
Sidewalk, Curb and Gutter

The City of Washington Terrace has an incentive Cost-Share Program to help residents make improvements to their sidewalk and curb and gutter. An incentive program was adopted to encourage and help the residents make the improvements. This program is for residential customers only.

The incentive program not only helps the residents but it is a valuable program for the City. Keeping the sidewalks and curb and gutter in good condition is important for proper storm water drainage. It prevents problems with flooding, standing water and mosquitoes. Sunken or raised sidewalks pose a hazard to pedestrians. The problems occur all over the City not only in the older areas.

Sidewalks / Curb & Gutters must meet the following conditions to be eligible for the Cost-Share Program:

- Be classified as a medium (1”-2” off set) or high (2”+ off set) hazard by the City inspector.
- Sunken sections of sidewalk or gutter due to utility trenches
- Gutters holding water over ½”
- Be noted on the City replacement inventory list
- Broken, cracked or damaged sections due to traffic may NOT eligible.

Cost-Share applications will be approved on a case by case basis depending on severity and available funding.

The procedure for the cost-share program is as follows:

- The owner must obtain a Right of way / Encroachment permit to complete work on the City easement. The City easement is as specified on the plat. For most residential areas the easement will be the larger of one foot back-of-sidewalk to front-of-curb or 9.5 feet from the top-of-curb.

- The owner must submit a Cost-Share Application Form to the Public Works Director for approval prior to work being done.

- The owner must obtain and follow the guidelines regarding the installation of sidewalks, curb and gutter.

- **All improvements must meet the current Public Works Standards.**

- The work must be completed by a licensed contractor.

- A bond may be required at the time the Right of way / Encroachment permit is obtained. The bond may be held for up to two years after the final inspection has been completed. The City allows the top back-of-curb to be saw-cut in the area of the approach. Any asphalt road damaged, broken or saw-cut must be replaced.

- The project must be inspected and approved before the resident is reimbursed.

- The owner must pay the contractor in full. The City will reimburse the resident the cost- share amount when the job is completed and proof of payment is provided.